



**Bolingbrook
Park District**

Bidder Name: _____

Address: _____

Phone #: _____

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bolingbrook 2023 Playground Renovations

**BOLINGBROOK PARK DISTRICT
301 RECREATION DRIVE
BOLINGBROOK, IL 60440
(630) 739-4696**

FEBRUARY 2, 2023

PLAN ROOM COPY - NOT FOR BID

ADVERTISEMENT FOR BID

The Bolingbrook Park District will accept sealed bids for 'Bolingbrook 2023 Playground Renovations' until 9:00 am, Thursday, February 2, 2023.

The proposed work consists of the provision of materials, labor, and equipment necessary to install playground equipment, engineered wood fiber surfacing, underdrainage, and concrete paving.

As of 10:00 am, Monday, January 16, 2023, Bid Documents are available at the Buildings & Grounds Facility offices, 301 Recreation Drive, Bolingbrook, Illinois 60440, (630) 739-4696.

Bids will be publicly opened and read at 9:00 am, Thursday, February 2, 2023 at the Buildings & Grounds Facility, 301 Recreation Drive, Bolingbrook, Illinois 60440. Bids received after this time will be returned unopened. No oral proposals or modifications will be considered. The park district reserves the right to reject any and/or all bids, to waive any informality, and to accept the bid that is in the best interest of the Bolingbrook Park District. All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

All proposals must include a ten percent (10%) Bid Guarantee. No bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

INSTRUCTIONS TO BIDDERS

Project Name: Bolingbrook 2023 Playground Renovations

Project Owner: Bolingbrook Park District
201 Recreation Drive; Bolingbrook, Illinois 60440

Base Bid Project Locations: Balstrode Park: 181 Thackeray Dr, Bolingbrook, IL 60440
Erickson Park: 398 W Briarcliff Rd, Bolingbrook, IL 60440

Bid Opening: Thursday, February 2, 2023 at 9:00 am
Bolingbrook Park District - Building & Grounds Facility
301 Recreation Drive; Bolingbrook, Illinois 60440

Project Scope: Work consists of the provision of materials, labor, and equipment necessary to install concrete paving, engineered wood fiber surfacing, and playground equipment.

Begin Work: Construction fence must be up by March 1, 2023. After playground removals by others, work can commence on or after March 20, 2023. The exact work schedule **MUST** be determined jointly by the contractor and owner. The application of seal coating and pavement markings will not require work overnight.

Deadline for Questions: End of day on Wednesday, January 30, 2023

Completion Deadline: On or before May 31, 2023

Contract Documents

The work shall be performed in accordance with the plans and specifications entitled 'Bolingbrook 2023 Playground Renovations'.

Bid Security and Surety

A ten percent (10%) bid security in the form of a bid bond, postal money order, certified check, or cashier's check made payable to the Owner must accompany the bid. Failure to furnish a bid security in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid, in the absolute discretion of the Owner.

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 Bolingbrook 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.

Preparation and Submission of Bids

Before submitting proposal, each bidder shall examine carefully all documents pertaining to the work and visit the site to verify conditions under which work will be performed. Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in his bid for all contingencies. Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, insurance and contingencies, with overhead and profit necessary to produce a complete project, or to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees and costs

incurred. No compensation will be allowed by reason of any difficulties which the Bidder could have discovered or reasonably should have discovered prior to bidding.

All proposals must be made upon the bid form furnished by the Owner included herewith and should give the amounts bids for work, in numbers, and must be signed and acknowledged by the Contractor. The proposal submitted must not contain erasures, inter-lineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. The bid form should not be removed from the specification's booklet.

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

On a separate sheet, 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.

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 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.

Award of Contract

Award of the contract will be made to the lowest responsive, responsible bidder, as determined by the Owner. The Owner may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Owner.

The District reserves the right to waive all technicalities, to accept or reject any or all bids, or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the District. The District will award the Contract to the lowest most responsible and responsive Bidder, as determined by District. In considering the Bidder's responsibility, the District may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

After the bid opening, no bid may be withdrawn or canceled for a period of (60) calendar days.

Non-Discrimination

During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor will comply with all provisions of the Equal Employment Opportunity Clause as required by the Human Rights Act and rules and regulations of the Illinois Department of Human Rights published at 44 Il Administrative Code Section 750, *et seq.*

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.

Contract and Insurance

The accepted bidder shall enter into a written contract; provide the Owner with copies of Workman's Compensation and Public Liability Insurance Policies or certificates therefore, within ten (10) calendar days of the "Written Notice to Proceed" and prior to the commencement of work.

Sales Tax Exemption

The Bolingbrook Park District is a municipal tax-exempt body. Proof of tax-exempt status is available upon request. Taxes should not be reflected in the bid price.

GENERAL REQUIREMENTS

Provisions Included

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First	Agreement
Second	Laws and Regulations
Third	General Requirements
Fourth	Specifications
Fifth	Contract Drawings
Sixth	Provisions Included

Extra Work

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

Definitions

- a. Contractor - The person, firm or corporation with whom Owner has entered into the Agreement.
- b. Owner - The Bolingbrook Park District
- c. Contract Documents - The Invitation to Bidders, Instructions to Bidders, Contractor's Bid (including documentation accompanying the Bid any post Bid documentation submitted prior to the Notice of Award), Addenda (which pertain to the Contract Documents), Agreement, Bonds, General Requirements including materials incorporated by the Provisions Included section, Specifications, Plans and/or Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications, and/or supplements issued on or after the execution of the Agreement.
- d. Subcontractor - Any person, firm or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes the material.

Payment

At least ten (10) days before each progress payment fall due (but no more than once a month), the Contractor will submit to the Owner a partial payment estimate filled out and signed by the Contractor covering the work performed during the periods covered by partial payment estimate and supported by such data as the Owner may reasonably require. The Owner will within ten (10) days after receipt of each partial payment estimate, either indicate his approval of payment or present the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will pay the Contractor within forty-five (45) days of presentation of an approved partial estimate submitted by the last day of the month.

The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5) percent on the current and remaining estimates. On completion of the work, payment will be made in full including retained percentages less authorized deductions.

The Contractor shall submit Partial Waivers of Lien, including the first payout, from Contractors, Subcontractors, and Materials Suppliers for each payout. Final Payment will be made within approximately thirty (30) days of final inspection and approval and receipt of all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents submitted by the last day of the month.

Payments shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Therefore, any bill or invoice provided from Contractor to Owner which has been approved for payment shall be paid within 30 days after such date of approval.

Indemnification

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and 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), caused by, growing out of , or incidental to, the performance of the Work covered by these Contract documents, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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. In any and all claims against the Owner, their respective agents, employees, and representatives in their personal capacities as individuals as well as in their public and official capacities, made by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under any Workman's Compensation Act, any Disability Benefit Act or any other Employee Benefit Act. The Contractor shall not be required to indemnify and hold harmless Owner for such claims or demands which result solely from Owner's own negligence.

In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to Owner.

Permits, Fees and Inspection

The Contractor shall obtain all permits and arrange for all inspections required by State, County, Local and other authorities having lawful jurisdiction. The Contractor will pay all permit fees.

Subcontracts

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

Bidder's Representative

Bidder shall, at all times, utilize competent employees, to perform the specified work. The site supervisor shall be authorized to act on behalf of the Bidder and to supervise the work in a manner that will comply with all requirements of the plans and specifications.

Materials and Workmanship

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

Abandonment

Should the Bidder abandon or neglect the work, or if the Owner at any time is convinced that the work is unreasonably delayed, or that the conditions of the contract is being willfully violated, or executed carelessly, or in bad faith, he may notify the Bidder in writing, and if his notification be without effect within twenty-four (24) hours after the delivery hereof, then and in that case the contractor shall discontinue all work under the contract and the Owner shall have full authority to make arrangements for the completion of the contract at the expense of the Bidder.

Pre-Construction Meeting

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

Protection of the Public, Work, and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, warning signs, and other signals and take all necessary precautions for the protection of all work from damages, and shall take all reasonable precautions to protect the project property from injury or loss arising in connection with his contract.

The Contractor shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and these specifications.

Site Clean-Up

The Contractor shall keep the site free from accumulations of debris, rubbish, and waste materials at all times. The Contractor shall arrange for the removal and disposition of debris, rubbish, and waste materials at no cost to the Owner. If the Contractor fails to remove any debris, rubbish, or waste materials within five (5) days of written notice to clean the site, the Owner may remove the materials and charge the cost thereof to the Contractor.

When the Contractor's equipment is operated upon an existing pavement used by traffic, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations, and at other times as directed by the Owner, the Engineer, or the roads governing authority. The cleaning work shall be considered as incidental to the contract.

Insurance

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 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, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 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, 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, or a substitute form providing equivalent 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 employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

E. General Insurance Provisions.

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
3. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its 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 Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Within ten (10) calendar days after receipt of the " Notice of Award", the Contractor shall file with the Owner, a Certificate of Insurance showing complete coverage of all insurance required by this Section signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations, with a further certification from said insurance companies that their policies will not be modified amended, changed, canceled or terminated without 30 business days prior written notice to the Owner. Such certification must be in the form acceptable to the Owner. If any form of umbrella or excess coverage policy is utilized by the Contractor, the Owner reserves the right to require a copy of the entire policy. The Bolingbrook Park District and Upland Design Ltd. shall be named as additional insured. (Use additional insured endorsement - Owners, Lessees or Contractors (Form B) a sample is included in this bid packet).

Construction Schedule

The Contractor shall submit to the Superintendent of Projects & Planning within ten (10) days after the effective date of award a schedule outlining construction methods and a timetable for completion of the project. The construction schedule must be approved by the Superintendent of Projects & Planning prior to commencing work. All work on the project, including punch list, shall be complete by the date indicated in "Instructions to Bidders".

Construction Observation

The Superintendent of Projects & Planning shall observe the work on behalf of the Bolingbrook Park District and will provide general assistance during construction insofar as proper interpretation of the Contract Documents is affected. The Superintendent of Projects & Planning shall not be responsible for the acts of omission of the Contractor's superintendent or other employees.

All materials used and all completed work by the Contractor shall be subject to the observation of the Superintendent of Projects & Planning. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Superintendent of Projects & Planning and shall furnish information required concerning the nature or source of any materials or equipment which he proposes to use. Any material, equipment, or work which does not satisfactorily meet the Contract Documents may be rejected by the Superintendent of Projects & Planning by giving written notice to the Contractor. All rejected materials, equipment, or work shall be promptly removed and replaced at the Contractor's expense.

Force Majeure

Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. The parties acknowledge, and have specifically bargained for in this Agreement, that Contractor shall be responsible and obligated to perform all of its obligations under this Agreement in the event of any epidemic or pandemic, including, but not limited to, the COVID-19 outbreak and similar outbreaks and during any national, state, or local emergency relating thereto, and such events shall not fall within the definition of a force majeure event under this Agreement or under law for the purposes of Contractor's performance obligations under this Agreement, and Vendor shall be required to fulfill and perform all of its duties and obligations in such event.

Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

Laws and Certification

The Bidder shall at all times observe and comply with all Federal, State and Local laws, regulations and ordinances which in any manner affect the conduct of the work. Any complaint, claim or action brought against the Bidder for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Bidder and shall in no way extend to or expose the Owner to liability and the Bidder shall indemnify and hold harmless the Owner from any and all such

complaints, claims, or actions. All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of which are hereby made a part of these specifications, or indicated on the drawings.

Change Orders

Changes to facilitate the project which is in the best interest of the Owner may be made by the Superintendent of Projects & Planning, with the understanding of both parties that no change in contract price is involved. Where proposed changes involve a modification to the contract sum, the contract time, or material change in the work (i.e., other than minor field changes) a written change order shall be prepared by the Bidder and approved by the Superintendent of Projects & Planning prior to any change taking place.

Field Representative

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

Guarantee-Warranty

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

Vendor Information Reporting

Pursuant to P.A. 102-0265, (35 ILCS 200/18-50.2) contractors and their subcontractors performing work on this Project for the Owner are responsible for certifying whether they are a minority-owned, women-owned or veteran-owned business; (2) whether the contractor or subcontractor holds any certifications for those categories; and (3) whether the business has annual gross sales of less than \$75,000,000 as evidenced by the federal income tax return of the business.

Substance Abuse Prevention Policy

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Project Act"), employees of the contractor and the employees of the subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project. Before the contractor or subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is attached and must be completed by the Contractor and each Subcontractor to this Contract.

Drug-Free Workplace Act

Pursuant to 30, ILCS 580/1 *et seq.* ("Drug Free Workplace Act"), the Contractor shall certify with the Owner that it will provide a drug-free workplace by taking actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. A certification form is attached to this document and must be completed by the Bidder.

Wage Rates/Prevailing Wage Ordinance

Each Contractor or Subcontractor performing Work on this project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid to each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with 820 ILCS 130/1 *et seq.*, as now existing or hereafter amended. A copy of the "General Prevailing Hourly Rates" is hereafter included.

In accordance with 820 ILCS 130/5, The Contractor and each subcontractor shall make and keep, for a period of not less than 5 years, records of all laborers, mechanics and other workers employed by them on the Project. The records must include the worker's name, the worker's address, the worker's telephone number when available, the last four digits of the worker's social security number, the worker's gender, the worker's race, the worker's ethnicity, veteran status, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor must, no later than the fifteenth day of each calendar month, file a certified payroll for the immediately preceding month with the IDOL using its online database and also with the Public Agency in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll must consist of a complete copy of the records required by 820 ILCS 130/5(a)(1), except the starting and ending times of each work day. The certified payroll must also be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor representing that:

- (i) he or she has examined the certified payroll records required to be submitted by the Wage Act and such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Wage Act; and
- (iii) the Contractor or the subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

The Contractor must also post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the Contract or project or work to be performed. In lieu of posting on the project site, a Contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage rates for each county in which the Contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. The failure to post or provide the requisite prevailing wage rate is a violation of the Wage Act.

Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(b) to the Bolingbrook Park District, its officers and agents, and to the Director of Labor and his deputies and agents. The Contractor and each subcontractor shall permit his or her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

PLAN ROOM COPY - NOT FOR BID

Will County Prevailing Wage Rates posted on 12/1/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	57.21	2.0	2.0	2.0	2.0	11.79	28.57	0.25	0.80	
CEMENT MASON	All	ALL		45.25	47.25	2.0	1.5	2.0	2.0	12.15	30.65	0.00	0.55	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION TECHNICIAN	All	BLD		41.50	45.65	1.5	1.5	2.0	2.0	16.49	15.46	0.00	0.75	2.21
ELECTRIC PWR EQMT OP	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRIC PWR GRNDMAN	All	ALL		45.44	63.91	1.5	1.5	2.0	2.0	10.20	15.34	0.00	2.49	
ELECTRIC PWR LINEMAN	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3.19	
ELECTRICIAN	All	BLD		50.00	54.50	1.5	1.5	2.0	2.0	16.94	21.05	0.00	1.23	4.47
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
GLAZIER	All	BLD		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		47.80	52.58	2.0	2.0	2.0	2.0	13.11	28.39	0.00	1.00	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	57.21	2.0	2.0	2.0	2.0	11.79	28.57	0.25	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	57.21	2.0	2.0	2.0	2.0	11.79	28.57	0.25	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
PAINTER	All	ALL		50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIIVER	All	ALL		52.01	57.21	2.0	2.0	2.0	2.0	11.79	28.57	0.25	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		47.75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	All	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	42.70	43.25	1.5	1.5	2.0	2.0	10.65	11.96	0.00	0.15	
TRUCK DRIVER	All	ALL	2	42.85	43.25	1.5	1.5	2.0	2.0	10.65	11.96	0.00	0.15	
TRUCK DRIVER	All	ALL	3	43.05	43.25	1.5	1.5	2.0	2.0	10.65	11.96	0.00	0.15	
TRUCK DRIVER	All	ALL	4	43.25	43.25	1.5	1.5	2.0	2.0	10.65	11.96	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations WILL COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

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

TRAFFIC SAFETY WORKER II

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

**CONTRACTORS BID
BOLINGBROOK 2023 PLAYGROUND RENOVATIONS**

Name of Bidder: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Having examined the Contract Documents and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction of the project in accordance with the Contract Documents, within the time set forth therein and at the prices included herewith.

The Bidder acknowledges receipt of the following Addenda, which are part of the Contract Documents:
Numbers .

The undersigned agrees to execute a Contract for this work and present the same to the Owner within five (5) days after the date of written notice of the award of the Contract to him. The undersigned further agrees that he will commence work not later than ten (10) days after written notice to proceed and execution and approval of the Contract and the Contract Bond(s) unless otherwise provided, and will diligently prosecute the work in such a manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Accompanying this bid is a bid security complying with the requirements of the Contract Documents, for ten percent (10%) of the total base bid price. The amount of the bid security is:

(Contractor to fill in Amount)

If this Bid is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay of said Contract. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids and it is agreed that this Bid may not be withdrawn during the period of days provided in the Contract Documents.

The Bidder agrees to perform all the work described in the Contract Documents for the following price. (All substitutions or deviations from the specifications must be noted and attached to this bid document).

Total Base Bid \$ _____

Base Bid Amount In Writing _____

Bidders/Contractors shall complete the below bid summaries and additional unit costs. Failure to comply shall cause bid to be rejected. Deviations from specifications (please use additional paper if necessary).

Summary of Base Bid (UNIT PRICING)

PLAN ROOM COPY - NOT FOR BID

Bid Proposal for:
Bolingbrook 2023
Playground Renovations

Contractor: _____

TO: Bolingbrook Park District
Bolingbrook 2023 Playground Renovations
201 Recreation Dr
Bolingbrook, IL 60440

Project # 1098

The undersigned bidder has carefully examined the plans and specifications for Bolingbrook 2023 Playground Renovations, in Bolingbrook, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work; hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet

LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard

LS = Lump Sum

FF = Finished Face

Base Bid: Balstrode Park

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$	\$
2	Concrete Paving	399	SF	\$	\$
3	Integral Curb at Walk	13	SF	\$	\$
3	Sloped Playground Entry	171	SF	\$	\$
4	Stone Base and Fabric	4443	SF	\$	\$
5	4" Perf SDR26 Underdrainage	215	LF	\$	\$
6	4" Solid SDR26 Underdrainage	102	LF	\$	\$
7	Drain Cleanout - EWF	2	EA	\$	\$
8	Connect Drainage to Manhole	1	LS	\$	\$

Play Equipment and Site Furniture shall be purchased by Owner, Contractor shall take delivery and fully install.

9	5-12 Play Structure	1	LS	\$	\$
10	2-5 Play Structure	1	LS	\$	\$
11	6-Unit Swing	1	LS	\$	\$
12	6' Bench	1	EA	\$	\$
13	4' Bench	1	EA	\$	\$

Bid Proposal for:
Bolingbrook 2023
Playground Renovations

Contractor: _____

14	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$	\$
----	---	---	----	----	----

Balstrode Park Sub Total \$ _____

Base Bid: Erickson Park

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
15	Site Preparation, Removals & Earthwork, Complete	1	LS	\$	\$
16	Concrete Paving	153	SF	\$	\$
17	Integral Curb at Walk	50	LF	\$	\$
18	Sloped Playground Entry	113	SF	\$	\$
19	Stone Base and Fabric	4211	SF	\$	\$
20	4" Perf SDR26 Underdrainage	232	LF	\$	\$
21	4" Solid SDR26 Underdrainage	13	LF	\$	\$
22	Drain Cleanout - EWF	1	EA	\$	\$
23	Miter Drain	1	EA	\$	\$
Play Equipment and Site Furniture shall be purchased by Owner, Contractor shall take delivery and fully install.					
24	2-12 Play Structure	1	LS	\$	\$
25	4-Unit Swing	1	LS	\$	\$
26	Orb Rocker	1	EA	\$	\$
27	Swift Twist Spinner	1	EA	\$	\$
28	Bench	2	EA	\$	\$
29	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$	\$

Erickson Park Sub Total \$ _____

Bolingbrook 2023 Playground Renovation Base Bid Total \$ _____

Base Bid in Writing:

Add: Balstrode Park

ALTERNATE #1: Engineered Wood Fiber Surfacing by Contractor

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A1-1	Engineered Wood Fiber Surfacing	4443	SF	\$	\$

Balstrode Park Alternate Bid Total \$ _____

Alternate Bid in Writing:

Add: Erickson Park

ALTERNATE #2: Engineered Wood Fiber Surfacing by Contractor

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A2-1	Engineered Wood Fiber Surfacing	4211	SF	\$	\$

Erickson Park Alternate Bid Total \$ _____

Alternate Bid in Writing:

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

CONTRACTOR: _____

CONTACT: _____ SIGNATURE: _____

PHONE: _____ FAX: _____

ADDRESS: _____

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

Bidder Hereby Certifies:

- a. That this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- b. That he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- c. That he has not solicited or induced any person, firm, or corporation to refrain from Bidding.
- d. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over the Owner.
- e. That all contractors and subcontractors rendering services under this contract shall comply with all provisions of the Illinois Prevailing Wage Act to the extent applicable, 820 ILCS 130/.01 et seq.
- f. That he is not barred from Bidding for this Contract as a result of the violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 2012 720 ILCS 5/1 et seq.
- g. That he shall comply with provisions of the Veterans Preference Act 330 ILCS 55/1 et seq.
- h. That he shall comply with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.
- i. That he shall comply with the Illinois Human Rights Act and the rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

FIRM NAME: _____ (SEAL)

ADDRESS: _____

SIGNED BY: _____

(Signature and Date)

(Printed Name)

(Title)

ATTEST: _____

(Secretary)

Subscribed and Sworn to me before this _____ day of _____, 20_____

(Notary Public)

**BOLINGBROOK PARK DISTRICT
CONTRACTOR'S CERTIFICATION**

(1) Pursuant to P.A. 85-1295 (720 ILCS 5/33E-1 *et seq.*) the undersigned contractor hereby certifies to the Bolingbrook Park District that the contractor is not barred from bidding on the contract as a result of violation of either Section 33 E-3 or 33-4 or that Act.

(2) The contractor further certifies that the contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,

- a) is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
- b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that Agreement.

Dated: _____ (Company)

(Mailing Address)

(Area Code) (Phone Number)

Primary Contract (Signature), Title

**BOLINGBROOK PARK DISTRICT
ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE**

_____, being

first and duly sworn, deposes and says:

That he is _____ of

(Partner, Officer, Owner, etc.)

(Contractor)

The party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, or sham: that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element or said bid, or that of any other contractor, or to secure any advantages against any other or any person interested in the proposed contract.

(Name of Contractor, if Contractor is an Individual)

(Name of Partner, if Partner is a Partnership)

(Name of Officer, if Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to

This _____ day of _____, _____.

By _____

(Notary Public)

**BOLINGBROOK PARK DISTRICT
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and 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), caused by, growing out of , or incidental to, the performance of the Work covered by these Contract documents, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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. In any and all claims against the Owner, their respective agents, employees, and representatives in their personal capacities as individuals as well as in their public and official capacities, made by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under any Workman's Compensation Act, any Disability Benefit Act or any other Employee Benefit Act. The Contractor shall not be required to indemnify and hold harmless Owner for such claims or demands which result solely from Owner's own negligence.

In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to Owner.

Contractor expresses, understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Bolingbrook Park District, its officials, agents and employees as herein provided.

CONTRACTOR:

ATTEST:

(Notary Public)

STATEMENT OF EXPERIENCE

List four playground installation projects in similar size and scope of work your organization has completed in the last year.

1. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

2. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

3. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

4. Company Name:
Contact Person:
Phone:
Project Description:
Date of Completion:

PLANNING ROOM COPY - NOT FOR BID

SUBCONTRACTORS

The following list includes all subcontractors who will perform work representing five percent or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform the work required.

Category/Trade	Subcontractor Name	Address
1.		
2.		
3.		
4.		

PLAN ROOM COPY - NOT FOR BID

SUBSTANCE ABUSE PREVENTION PROGRAM

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Projects Act. In particular, the undersigned hereby represents and warrants to the Bolingbrook Park District as follows:

[Complete either A or B below]

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirement of Public Act 95-0635 **[attach a copy of the program]**.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 et seq. ("Drug-Free Workplace Act), the undersigned contractor hereby certifies

to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

DRUG FREE WORKPLACE CERTIFICATION
PAGE TWO

(d) Notifying the contracting agency within 10 day after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5).

(f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Section 6 (30 ILCS 580/6).

Contractor

ATTEST:

DATE: _____

**Bolingbrook Park District
Prevailing Wage Act
Contractor/Subcontractor Requirements**

The Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”) required contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Act to the extent applicable, *including but not limited to*, all wage, notice and record keeping duties.

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Department of Labor’s December determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

I hereby agree to adhere to all requirements of the State of Illinois Prevailing Wage Act.

Contractor: _____ Date: _____

Contractor Representative Signature: _____

Printed Name: _____

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT CERTIFICATION

_____, being first and

duly sworn, deposes and says:

That he is _____ of

(Partner, Officer, Owner, etc.)

(Contractor)

The undersigned hereby agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.

(Name of Contractor, if Contractor is an Individual)
(Name of Partner, if Partner is a Partnership)
(Name of Officer, if Contractor is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and sworn to

This _____ day of _____.

By _____

(Notary Public)

151439

**BOLINGBROOK PARK DISTRICT
FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED CONTRACT FORM. NO CONTRACTS WILL BE ACCEPTED BY THE BOARD OF COMMISSIONERS OF THE BOLINGBROOK PARK DISTRICT UNLESS SAID AFFADIVIT IS SUBMITTED CONCURRENTLY WITH THE CONTRACT.

(Name)

being first duly sworn, deposes and says that he/she is the

(Title)

of _____
(Name of Company)

and that he/she has the authority to make the following affidavit, that he/she has knowledge of the Bolingbrook Park District Bid Specifications and Documents and Ordinances relating to Fair Employment Practices and knows and understands the contents thereof: that he/she certifies hereby that it is the policy of

(Name of Company)

to comply with the Equal Employment Opportunity requirements in 44 Illinois Administrative Code Section 750 *et seq.*

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, legal source of income, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and,

further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify any underutilization.

- B. That, if it hires additional employee in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, legal source of income, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under

which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

(Signature)

SUBSCRIBED and sworn to before me this _____ day of _____, _____

(Notary Public)

#171277

PLAN ROOM COPY - NOT FOR BID

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

as Principal, hereinafter called Contractor, and _____
as Surety, hereinafter call Surety, are held and firmly bound unto the Bolingbrook Park District as Oblige,
hereinafter call Owner, in the amount of _____ (Dollars)
\$ _____ (One Hundred Ten Percent of the Contract Price) for the payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by a written agreement dated the _____ day of _____, 2023
entered into a contract with Owner for:

**BOLINGBROOK PARK DISTRICT
BOLINGBROOK 2023 PLAYGROUND RENOVATIONS**

In accordance with Contract Documents prepared by:

Bolingbrook Park District
201 Recreation Drive
Bolingbrook, Illinois 60440

which contract is by reference made a part hereof, and is hereinafter referred as the Contract.

NOW THEREFORE, the condition of this obligation is such that if the said Contractor shall in all respects well
and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for
any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the work
provided in said contract, and shall defend, indemnify and save harmless the Owner against any and all
liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind except as
otherwise provided in said Contract Documents arising out of or in relation to the performance of said work
and the provisions of said contract, and shall remove and replace any defects in workmanship or materials
which may be apparent or may develop within a period of one (1) year from the date of final acceptance,
then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract or to the work to be performed there under or the
specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to
the work or to the Specifications.

Surety companies executing Bonds must hold Certificates or Authority as Acceptable Sureties (31 CFR 223) and be authorized to transport business in the State where the Project is located.

Signed and sealed the _____ day of _____, 2023.

(Contractor)

(SEAL)

(Witness)

(Title)

(Surety)

(SEAL)

(Witness)

(Title)

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Bolingbrook Park District as Obligee, hereinafter called the Owner, in the amount of _____ (Dollars) \$ _____ (One Hundred Ten Percent of the Contract Price) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by a written agreement dated the _____ day of _____, 2023 entered into a contract with Owner for:

**BOLINGBROOK PARK DISTRICT
BOLINGBROOK 2023 PLAYGROUND RENOVATIONS**

In accordance with Contract Documents prepared by:

BOLINGBROOK PARK DISTRICT
201 RECREATION DRIVE
BOLINGBROOK, IL 60440

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of one hundred eighty (180) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within one hundred eighty (180) days after such claimant did or performed

the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration on one (1) year following the date on which Contractor ceased Work on said Contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Surety companies executing Bonds must hold Certificates of Authority as Acceptable Sureties (31 CFR 223) and be authorized to transact business in the State where the Project is located. Contractor shall include such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

Signed and sealed the _____ day of _____, 2023.

(Contractor)

(SEAL)

(Witness)

(Title)

(Surety)

(SEAL)

(Witness)

(Title)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

AGREEMENT

**BOLINGBROOK PARK DISTRICT
BOLINGBROOK 2023 PLAYGROUND RENOVATIONS**

This Agreement, made and concluded this _____ day of _____, 2023 between the Bolingbrook Park District, party of the first part hereinafter referred to as the Owner, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part, hereinafter referred to as the Contractor.

WITNESSETH: That for and in consideration of the payments and agreement mentioned in the Proposal hereto attached, to be made and performed by the Owner, and according to the terms expressed in the Bond referring to these presents, the Contractor agrees with said Owner at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Contract Documents hereinafter described and in full compliance with all of the plans of this agreement.

And it is also understood the Contract Documents as defined in the General Requirement are all essential documents of this Contract and are part thereof.

In witness thereof, the said parties have executed these presents on the date above mentioned.

BOLINGBROOK PARK DISTRICT (OWNER)

(SEAL)

By: _____

Attest: _____

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____

(CONTRACTOR)

(SEAL)

By: _____

Attest: _____

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____



Vendor Information Reporting Form

Please complete and return this form along with your Form W-9 to

ap@bolingbrookparks.org or mail to

Bolingbrook Park District, 201 Recreation Dr., Bolingbrook, IL 60440

Pursuant to Public Act (P.A.) 102-0265, the Bolingbrook Park District is required to make a good faith effort to collect and electronically publish certain data from all vendors and subcontractors doing business with the Park District. Thank you for your cooperation in providing the information requested below.

Company Information		
Vendor Code		
Company Name		
Address		
City	State	Zip Code
Website		
Contact Name		
Phone	Email	

Company Status (Please check all that apply)	
<input type="checkbox"/>	Certified Small Business / meets certification requirements as a small business under SBA standards *More information and definitions can be found at http://www.sba.gov
<input type="checkbox"/>	Minority-Owned Business - A business which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
<input type="checkbox"/>	Women-Owned Business - A business which is at least 51% owned by one or more women, or in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
<input type="checkbox"/>	Veteran-Owned Business - A small business (i) that is at least 51% owned by one or more qualified veterans living in Illinois or, in the case of a corporation, at least 51% of the stock in which is owned one or more qualified veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are actually verified annually by the Commission on Equity and Inclusion.
<input type="checkbox"/>	Does not apply
If applicable, list any certifications your organization holds for the above categories: <hr/> <hr/>	
<input type="checkbox"/>	Check box if organization is self-certifying.

By signing below, you represent and warrant that the information on this Vendor Information Reporting Form is accurate and complete to the best of your knowledge.

Signature _____

Date _____

SECTION 00 0110
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ITEM

Section 01 1300 – Submittals
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Section 11 6813 – Playground Equipment – Owner Purchase
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Section 32 9219 – Lawn Seeding
Section 33 4616 – Underdrainage

DRAWINGS – Separate Sheets

Drawing set title: Bolingbrook 2023 Playground Renovations

END OF SECTION

SECTION 01 1300
SUBMITTALS

1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS

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

2.2 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 1500
TEMPORARY FACILITIES

1.0 GENERAL

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

2.0 TEMPORARY WATER

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

3.0 TEMPORARY SANITARY FACILITIES

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

4.0 CONSTRUCTION AIDS

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

5.0 WATER AND SNOW CONTROL

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

6.0 TEMPORARY FIELD OFFICES

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

7.0 TEMPORARY LIGHT AND POWER

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

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

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

8.0 SHORING AND BRACING

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

END OF SECTION

SECTION 01 2100
SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES

1.0 GENERAL

1.1 Description

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

2.0 PRODUCTS (not applicable)

3.0 EXECUTION

3.1 Safety of Operations

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

3.2 Protection and restoration of Items to Remain.

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

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

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

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

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

3.4 Plant Damage Compensation

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

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

3.5 Removal Responsibility

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

END OF SECTION

SECTION 01 5713
EROSION CONTROL

1.0 GENERAL

1.1 Description

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

1.2 Incorporated Specifications

A. The following specifications are incorporated into the document

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

2.0 MATERIALS

2.1 Riprap

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

2.2 Silt Fence

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

2.3 Erosion Control Blanket

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

1. American Excelsior Company, 850 Avenue H East, Arlington, Texas 76011, (800) 777-7645
 - a. All staples shall be E-Staple, 4-inch bio-degradable. As manufactured by: American Excelsior Company OR www.Greenstake.com

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

2.4 Triangle Silt Dike Barrier

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

3.0 EXECUTION

3.1 Riprap Installation

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

3.2 Silt Fence

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

3.3 Erosion Control Blanket

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

3.4 Triangular Silt Dike Barrier

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

END OF SECTION

SECTION 01 7300
EXECUTION REQUIREMENTS

1.0 GENERAL

1.1 Summary

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

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

2.0 PRODUCTS (Not Used)

3.0 EXECUTION

3.1 Examination

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

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

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

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

3.2 Preparation

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

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

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

3.3 Construction Layout

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

3.4 Field Engineering

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

3.5 Installation

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

3.6 Progress Cleaning

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

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

3.7 Protection of Installed Construction

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

3.8 Correction of the Work

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

3.9 Substantial Completion

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

END OF SECTION

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

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

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

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

3.0 PUNCH LIST

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

4.0 MAINTENANCE AND OPERATION INSTRUCTION

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

5.0 GUARANTEES

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

END OF SECTION

SECTION 11 6813
PLAYGROUND EQUIPMENT – (Owner purchase equipment)

1.0 GENERAL

1.1 Description

Note – The Contractor **IS NOT** responsible for the purchase of the play equipment to be installed in this bid.

- A. Playground equipment installation shall consist of all labor, equipment and materials necessary for complete installation of play equipment or site furniture specified.
- B. As part of this work, the Contractor shall coordinate with manufacturer for the delivery and secure storage of all play equipment. Contract bid includes the coordination and labor necessary to install a complete playground system. This shall also include checking freight tickets, providing a copy to the Owner's Representative and inspection of items shipped.

1.2 Specifications and Standards

- A. Play equipment installation shall conform to the most current standard:
 - 1. ASTM 1487-Specification for Playground Equipment for Public Use
 - 2. ASTM F1292-Specification for Attenuation of Surface Systems Under and Around Playground Equipment
 - 3. United States Consumer Product Safety Commission Handbook for Public Playground Safety, latest publication
 - 4. American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities: Play Areas: Final Rule

1.3 Submittals

- A. Provide a copy of freight ticket for equipment to Owner/Owner's rep

2.0 MATERIALS

- A. Play Equipment
All equipment shall be as designated on the plans. The Contractor shall not modify equipment.

3.0 EXECUTION

3.1 Installation

- A. All equipment detailed on the drawings and specified herein shall be installed per manufacturer's specifications and recommendations, unless otherwise described specifically herein, or on the plans.
- B. Contractor shall obtain instructions for proper installation from the specific manufacturer. If any manufacturer does not provide installation specifications after request by the Contractor, the Owner's representative shall be notified before installation occurs.
- C. Contractor shall uncrate, inspect, clean and assemble all playground equipment and site furniture as necessary to install complete and usable items. If there are discrepancies with the items shipped, the Contractor is responsible for coordination of obtaining the correct materials at no cost to the Owner.
- D. Concrete footings shall be installed at all play equipment. Concrete shall conform to concrete specification. Footings shall be dimensioned as per the manufacturer's specification and/or the plans and details, which ever specifies the larger dimensions.
- E. Contractor shall be responsible for trimming all bolts and other similar fastener items to meet specifications noted herein. Contractor shall ensure all tags, staples and stickers are removed from play equipment except for those

required by incorporated specifications and standards.
END OF SECTION

PLAN ROOM COPY - NOT FOR BID

SECTION 12 9300
SITE FURNITURE – Owner purchase site furniture

1.0 GENERAL

1.1 Description

Note – The Contractor **IS NOT** responsible for the purchase of all site furniture as described on the plans.

A. This work shall consist of all labor, equipment and materials necessary for complete installation of all specified site furniture. Site furniture that is specified in and around play areas shall also conform to SECTION 11 6813, Playground Equipment.

B. As part of this work, the Contractor shall coordinate with Owner for delivery, and storage of site furniture. Contract bid includes the coordination and labor necessary to install site furniture completely. This shall also include checking freight ticket, providing a copy to the Owner's representative, and inspection of items shipped. Contractor to provide secure storage of equipment prior to installation. In the event of damaged or missing parts, the Contractor shall immediately notify the distributor/vendor and the Owner.

1.2 Submittals

A. Provide copy of freight ticket to Owner/owner's representative.

2.0 MATERIALS

2.1 Site Furniture

A. All site furniture shall be as designated on the plans or approved equals as per the Specifications. The Contractor shall not modify site furniture.

3.0 EXECUTION

3.1 Installation

A. All site furniture shall be installed as per manufacturer's specifications and recommendations and shall follow all plans and details. Wherever the details and manufacturer's specifications do not agree on footing size, the larger footing shall prevail. Wherever the details and manufacturer's specifications do not agree on any other item, the Owner shall be notified and a decision rendered.

B. Contractor shall be responsible for trimming all bolts and other similar fastener items to within one-quarter inch (1/4") of the nuts/fasteners. All fasteners shall be secured in a manner that will prevent removal: such as peening, tack welding, or tamper proof fasteners.

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 1313
CONCRETE PAVING - Fiber

1.0 GENERAL

1.1 Description

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

1.2 Submittals

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

2.0 MATERIALS

2.1 Crushed Aggregate Base

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

2.2 Concrete Materials

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

2.3 Metal Reinforcing

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

2.4 Fiber Reinforcing

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

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

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

2.5 Additives

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

2.6 Forms

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

2.7 Expansion Joint Material

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

3.0 EXECUTION

3.1 Concrete Mixing

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

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

3.2 Sub-grade

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

3.3 Forms

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

3.4 Reinforcement

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

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

3.5 Placing Concrete

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

3.6 Finishing

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

3.7 Sandblast Finish

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

3.8 Protection

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

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

3.9 Curing

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

3.10 Footings

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

END OF SECTION

SECTION 32 1816
SAFETY SURFACES - ENGINEERED WOOD FIBER

1.0 GENERAL

1.1 Description

Safety surfacing consists of providing all material and labor necessary for complete installation of engineered wood fiber (EWF) safety surfacing in playground areas.

All materials and installation shall conform to ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment. All materials shall have been tested according to the ASTM F1292 specifications and shall meet or exceed all requirements for height of equipment installed or height of existing equipment that is specified to remain. Testing shall have been completed within 5 years of installation.

All materials shall meet ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. All materials shall have been tested according to the ASTM F1951 specifications and shall meet or exceed all requirements. Testing shall have been completed within 5 years of installation.

All materials shall meet ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

1.2 Submittals

- A. A sample of EWF surface shall be submitted to the Owner/Owner's Representative for approval.
- B. A copy of the most current test results, from an independent testing laboratory, for the EWF documenting that it meets all related ASTM standards as called for above. **These items shall be approved prior to ordering or delivery to the site.**
- C. A delivery ticket for material shall be made available upon request.

2.0 MATERIALS

2.1 Engineered Wood Fiber

1. Shredded wood fiber shall be made from only hardwoods, and be free of bark, leaves, twigs, and all debris.
2. Sizing shall comply with ASTM F2075 sieve size requirements with no more than 15% fines to aid compaction.
3. No chemical treatment or additives are allowed. This material shall meet the ASTM specifications listed in section 1.1.

2.3 Filter Fabric

Filter fabric shall be Typar Filter Fabric by Dupont or Geo-Textile fabric by Geo-Synthetics or approved equal.

3.0 EXECUTION

3.1 Subgrade

Surfacing shall be built on a prepared sub-grade as per appropriate detail on plans. All stones, rocks, pieces of concrete, roots or any other debris shall be removed. The prepared sub-grade shall be clear, level and compacted. Any stumps or roots shall be removed to eighteen inches (18") below finished grade.

3.2 Filter Fabric

Filter fabric shall cover 100% of sub-grade for engineered wood fiber surfacing and sand surfacing sub-grade. At filter fabric seams, a six-inch (6") overlap with pinning shall be installed.

3.3 Engineered Wood Fiber

Install surfacing in four-inch (4") layers over filter fabric. Compact each layer using a 3-ton eccentric hand-operated vibrator roller, a 2-1/2 ton plate compactor or equal. The material shall be compacted approximately 30%. Add successive four inch (4") lifts and repeat process until material is installed to specified depth. Prior to the final compacting, surface shall be level.

END OF SECTION

SECTION 32 9219
LAWN SEEDING

1.0 GENERAL

1.1 Description

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

1.2 Submittals

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

2.0 MATERIALS

2.1 Seed

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

Field of Dreams Athletic Mixture by ConServ FS

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

Field of Dream Reseeder Mixture by ConServ FS

2.2 Blanket

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

2.3 Fertilizer

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

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

3.0 EXECUTION

3.1 Seeding Operations

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

3.2 Seeding Rates

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

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

3.3 Fertilizing

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

3.4 Repairs

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

3.5 Maintenance

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

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

3.6 Watering

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

END OF SECTION

SECTION 33 4616
UNDERDRAINAGE

1.0 GENERAL

1.1 Summary

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

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.
C. Perforated Polyvinyl Chloride Pipe ASTM D 2729
D. Clean out: shall have a round cast iron top as provided by Jay R. Smith MFG or equal 4240 series and have a ductile iron frame and cover for cleanout, ASTM A-536 and proof loaded as per AASHTO M306. Castings must be proof loaded as per AASHTO M306. All lids must be marked with a CO with raised capital letters cast in cover.

OR

Provide clean out as on plans.

E. 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.

2.1 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. Provide a clear horizontal distance between perforated drain pipe and trench wall on both sides not less than 4", unless otherwise shown. Grade bottom of trench excavations to required slope and compact to a firm, solid bed for drain system.
B. Apply a minimum 4" layer of compacted bedding material below the perforated 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. Overlay bedding with one layer of synthetic drainage fabric. Overlap fabric edges at least 4 inches.
D. 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.

1. Lay fabric wrapped perforated pipe with perforations down and joints tightly closed in accordance with pipe manufacturer's recommendations. Provide collars and couplings as required.

E. Join and install PVC pipe as follows:

1. Installation in accordance with ASTM D 2321.

F. 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.

G. Washed Gravel: Place layer of washed gravel over drainage pipe and drainage fabric to depth indicated or, if not indicated, to a depth of not less than 4 inches around sides and 12 inches on top of drainage pipe.

H. Fill to Grade: Apply fabric and backfill as required on plans.

END OF SECTION

PLAN ROOM COPY - NOT FOR BID



COLOR KEY

- OLIVE
- BROWN
- B BROWN/TAN

PLAY
ILLINOIS
PARK & PLAYGROUND SOLUTIONS

3D Designer: Kendra



PISTON PANEL

MONACO™ SLIDE

PLAYHOUSE

EXTREME TWIST™ SPIRAL SLIDE

MANITOU® CLIMBER

FREEDOM SWING

TRANGO CLIMBER

COLOR KEY

- YELLOW
- NAVY
- AQUA
- B** GRAY/BLACK



3D Designer: Karen



BETA CLIMBER

ATOM CLIMBER

SWIFT TWIST SPINNER

FREEDOM SWING

CRAZY MAZE

VIPER® SPIRAL

ORB™ ROCKER