

## **CONTRACT DOCUMENTS FOR**

# **WALNUT GLEN PLAYGROUND RENOVATION**

Prepared for:  
Glen Ellyn Park District  
185 Spring Avenue  
Glen Ellyn, IL 60137

September 18, 2019

BID OPENING  
Friday, September 27<sup>th</sup> at 1:00 PM  
185 Spring Avenue  
Glen Ellyn, IL 60137



**SECTION 000100**  
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**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

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END OF SECTION



**SECTION 000150**

**LIST OF DRAWINGS**

The following is a complete list of drawings that constitute the bid package.

<b>Sheet Number</b>	<b>L0.0 - Cover Sheet</b>	9.18.2019
	<b>L1.0 – Demo Plan</b>	9.18.2019
	<b>L2.0 – Grading Plan</b>	Forthcoming
	<b>L3.0 – Site and Layout Plan</b>	9.18.2019
	<b>L4.0 – Construction Details</b>	9.18.2019
	<b>L5.0 – Landscape Plan</b>	9.18.2019
	<b>L6.0 – Landscape Details</b>	9.18.2019

END OF SECTION



## SECTION 002110

### INSTRUCTIONS TO BIDDERS

#### INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders which are defined elsewhere in the Contract Documents have the same meanings. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom The Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Contract Documents

- a. Complete sets of the Contract Documents to be used for submitting a bid may be found on the Glen Ellyn Park Districts webpage at the following address: <https://gepark.org/about/bids-rfps/>
- b. Complete sets of Contract Document shall be used in preparing Bids. Neither the Owner, nor Owner's Representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- c. The Owner reserves the right to issue Addenda. All addenda will be posted to the Glen Ellyn Park District Bids and RFP's portal at the address listed above. The Bidder shall be responsible for obtaining any Addenda.
- d. The Owner, in making Contract Documents available, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each bidder is required to complete and submit the included Contractor's Qualification Statement with the bid package.

4. Examination of Contract Documents and Site

- a. Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that in any manner affect cost, progress or performance of the Work; (c) become familiar with federal, state and local laws, ordinances, rules and regulations that in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- b. Reference is made to the General Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Consultant in preparing the Drawings and Specifications. Such reports shall be made available to any Bidder for review. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents, unless included as part of this bid package. Before submitting a Bid each Bidder shall, at Bidder's expense, make such additional investigations and tests as the Bidder may deem necessary to determine the Bid for

- performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- c. Upon request by the Bidder, the Owner shall provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid.
  - d. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Conditions or Drawings.
  - e. The submission of a Bid shall constitute an incontrovertible representation by the Bidder of compliance with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the Landscape Architect in writing. Replies shall be issued by Addenda. The last day for interpretation of the Contract Documents is Tuesday, September 24<sup>th</sup>, 2019. Questions received after 12:00 PM on this date shall not be answered. Only questions answered by formal written Addenda shall be binding. The Owner has not and will not authorize anyone to orally interpret any of the Contract Documents and any such oral or other interpretations or clarifications shall be without legal effect.

6. Bid Security

- a. Bid Security shall be made payable to the Project Owner, in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond in the form contained in the Bid Documents, and issued by a Surety meeting the requirements as outlined in the General Conditions.
- b. The Bid Security of the Successful Bidder shall be retained until such Bidder has executed the Agreement and furnished all documentation, properly executed, in the form and content required by the Contract Documents, whereupon it shall be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required documentation within 10 days of the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until seventh day after the effective date of any Agreement between the Owner and the apparent Successful Bidder. Bid Security of other Bidders shall be returned within seven days of the Bid opening.



7. Subcontractors

- a. If the Special Conditions require the identity of certain Subcontractors, or other persons or organizations who will be employed by the Contractor, a list of all such Subcontractors or persons or organizations shall be included with the Bid. Such list shall be accompanied by an experience statement in the same form as the Contractor's Qualification Statement, if requested by the Owner. If the Owner after due investigation has reasonable objection to any proposed Subcontractor or person or organization, the Owner may, before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without any increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but the refusal to make any such substitution shall not constitute grounds for sacrificing the Bid Security. Any Subcontractor or person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to the Owner.
- b. If required by the Special Conditions, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the Owner those portions of the Work that such Bidder proposed to subcontract and after the Notice of Award may only subcontract other portions of the Work with the Owner's written consent.
- c. The General Contractor may not award subcontracts totaling in excess of fifty percent of the Contract Price to a single subcontractor. The General Contractor will be required to perform a minimum of fifty percent of the work outlined in the bid documents.

8. Bid Form

- a. The Bidder shall submit a completed Bid Form, filled out in ink or computer output. Bid prices must be stated in words or numerals, or both as required on the bid form. In case of a conflict between the words and numerals, the words will take precedence.
- b. Bid Forms completed in ink shall be clearly printed, so as to be legible. Bids may be disqualified if they are illegible, as determined by the parties conducting the bid opening.
- c. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- d. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- e. A Bid submitted by an agent shall have a current power of attorney attached showing the agent's authority to bind the Bidder.

- f. All names must be typed or printed by the signature.
- g. The Bidder is required to complete all Bid Schedules. If all Bid Schedules are not complete, the Bid will be considered incomplete. Bids with other omissions may be rejected in the sole discretion of the Owner.
- h. Alterations of the bid form will not be accepted.
- i. Qualifications to the bid must be included with the bid, at the time of bid openings.

#### 9. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bid. The Bid shall be contained in a sealed envelope, marked with "Walnut Glen Playground Renovation" and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

#### 10. Modification and Withdrawal of Bids

- a. Bids may be modified or withdrawn by an appropriate document executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- b. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of the Bid, that Bidder may withdraw the Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

#### 11. Opening of Bids

After Bids are opened, an abstract of the information will be made available to Bidders at a time deemed appropriate by the Owner.

#### 12. Bids to Remain Open

The Bids of any Bidder whom the Owner believes to have a reasonable chance of receiving the Award shall remain open until the seventh day after the effective date of any Agreement between the Owner and the apparent Successful Bidder. The Owner may, in the Owner's sole discretion, release any Bid prior to that date.

#### 13. Award of Contract

- a. If the Contract is to be awarded it shall be awarded to the lowest, qualified responsible Bidder, however, the Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum or product and the correct sum or product thereof will be resolved in favor of the correct sum or product.

- b. In evaluating Bids, the Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices requested in the Bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but the Owner may accept them in any order or combination.
- c. The Owner may consider the proposed preliminary schedule, qualifications and experience of Subcontractors, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors or other persons or organizations must be submitted. Operating costs, maintenance considerations, delivery dates, performance data and guarantees of materials and equipment may also be considered by the Owner.
- d. The Owner may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors or other persons or organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.
- e. The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.
- f. If the contract is to be awarded, the Owner shall give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening or such other time as may be set forth in the Bid Documents.

#### 14. Bonds

- a. The Bidder shall deliver the required Bonds at the time of delivery of the executed Agreement.
- b. The Performance and Payment Bond shall be on the form provided by the Owner and shall be written in the amount of 100% of the total contract price.
- c. The Bonds shall be dated on or after the date of the Contract and shall be accompanied by a certified and current copy of the power of attorney authorizing the attorney -in-fact to bind the surety.

#### 15. Signing of Agreement

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within (10) ten calendar days thereafter Contractor shall sign and deliver four fully executed counterparts of the Agreement to the Owner with all other Contract Documents attached. Within (10) ten days thereafter the Owner shall deliver one signed counterpart to Contractor.

16. Order of Precedence

In case of discrepancy in the Contract Documents, the order of precedence is as follows:

Change Orders  
Addenda  
Special Conditions  
General Conditions  
Construction Plans and Details  
Governing Local Municipality's Standards and Specifications

17. Project Schedule

The Bidder is required to submit with the bid a proposed construction schedule to complete the work described in the Contract Documents. The schedule shall indicate the proposed starting and ending dates for the project and for the various components of the work. Schedule shall also indicate manpower and resources available for work on this project. Schedule shall assume a start date of October 14, 2019 and a project completion date of November 11, 2019.

18. Project Directory

**OWNER:**

Glen Ellyn Park District  
185 Spring Avenue  
Glen Ellyn, IL 60137  
630.858.2462  
Dave Harris (dharris@gepark.org)

**LANDSCAPE ARCHITECT  
(OWNER'S REPRESENTATIVE):**

Kimley-Horn & Associates  
1001 Warrenville Road, Ste 350  
Lisle, IL 60532  
630.487.3450  
Keith Demchinski (keith.demchinski@kimley-horn.com)

END OF SECTION

**WALNUT GLEN PLAYGROUND RENOVATION**

THIS PROJECT IS SUBMITTED TO:

Glen Ellyn Park District  
185 Spring Avenue  
Glen Ellyn, IL 60532

To whom it may concern:

The undersigned Bidder, having examined the site of the proposed Work and having full knowledge of the conditions under which the Work must be performed, hereby proposes to enter into and perform Contract Agreement which is set forth in the Contract Documents, of which this Proposal forms a part, and will do the construction therein described on the terms and conditions therein set forth; and will furnish all required labor and materials and pay all incidental costs, all in strict conformity with the Contract Documents, for the following unit prices listed in Bid Form(s) as payment in full.

If awarded the Contract, the undersigned hereby agrees to execute said Contract Agreement and procure the required insurance within fourteen (14) consecutive calendar days from the date of the Notice of Award of said Contract.

The undersigned further proposes that should this Proposal be accepted, the contractor will commence work within seven (7) consecutive calendar days from and including the date of Notice to Proceed and the contractor will complete all the work covered by the Contract Documents **no later than November 18, 2019.**

The undersigned further agrees, if awarded the Contract for the Work included in this Bid Proposal, to begin and to complete and deliver the Work contemplated in accordance with the conditions set forth in the Contract Documents.

The undersigned has checked carefully the figures inserted hereinafter by him, and understands that the owner will not be responsible for any error or omissions on the part of the undersigned in preparing this Bid.

The undersigned hereby certifies that this Bid is genuine, and not sham or collusive, or made in the interest or behalf of any person not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any other Bidder to put a sham Bid, or induced any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

The only persons interested as principals in this Bid other than the one whose signature is affixed hereto are to be listed as follows (if there are none, state such fact): \_\_\_\_\_.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

This Bid shall be valid from the date of submission to the date of an executed Contract Agreement.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any or all bids, and to waive irregularities in bidding.

Respectfully submitted,

Contractor (Bidder) \_\_\_\_\_  
By (Signature) \_\_\_\_\_  
(Title) \_\_\_\_\_

(SEAL)

(corporation/incorporated/partnership) (under the law of the State of \_\_\_\_\_) composed of officer, partners or owner, as follows:

President \_\_\_\_\_  
Vice President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Treasurer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) -  
Telephone Number \_\_\_\_\_

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with The Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price indicated and within the Contract Time in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open until the seventh day after the effective date of any Agreement between The Owner and the apparent Successful Bidder. Bidder will sign the Agreement and submit all documents required by the Contract Documents within 10 days after the date of The Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has received and examined copies of all the Contract Documents and of the following addenda:
 

Addenda Date	Addenda Number	Initial
  - b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, group, association, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain any advantage over any other Bidder.
5. Bidder will complete the Work for all bid items listed in the bid form.
6. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of 10%.
  - b. A completed Contractor's Qualification Statement as required by Paragraph 3 of the Instructions to Bidders.
  - c. A preliminary construction schedule as described in Paragraph 3 of the Instructions to Bidders.
  - d. List of five (5) successfully completed construction projects of similar scope and scale over the past three (3) years.
  - e. Bidders shall submit a list of intended subcontractors for the project. The list shall include the company name, contact information, years in business, the approximate percentage of the work to be performed, and the services which will be provided by that subcontractor.
7. Communications concerning this Bid shall be addressed to:

Kimley Horn & Associates  
Attention: Keith Demchinski  
keith.demchinski@kimley-horn.com  
630.487.3450 (phone)
8. Terms used in this Bid which are defined elsewhere in the Contract Documents have the same meanings.
9. The Bidder shall pay special attention to the following items:
  - a. Time is of the essence on this project. The Contractor should carefully plan out the Work to complete the project within the Contract Time, and keep accurate records of items creating delays to production schedules.
  - b. The quality of workmanship and materials will be monitored closely by the owner.

**THE UNDERSIGNED BIDDER**, having familiarized himself with the work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

**HEREBY PROPOSES** and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all

as indicated or specified in Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices Contractor must submit on all scheduled values to be considered.

Bid will be voided if bid form is modified or altered in any way.

Values for each scheduled item shall be written out in words and numeric format.

**BID PRICE**

Total lump sum cost for materials, installation, and labor for the installation, and one year warranty of landscape, concrete sidewalks, playground edges, rough grading, and fine grading within all limits of improvements and restoration areas of the park. Note that all playground play features have been ordered and furnished by the Glen Ellyn Park District.

The undersigned bidder agrees to enter into Agreement on or about October 7, 2019, after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with specified requirements and in accordance with the following:

Start up of all equipment and labor	Approximately 3	Calendar Days
Substantial completion	Approximately 25	Calendar Days
Final acceptance (Punch list completed)	Approximately 5	Calendar Days

TOTAL BID IN NUMBERS \$ \_\_\_\_\_

I acknowledge that this bid includes Addendum(s). If none, so state. \_\_\_\_\_

TOTAL BID IN WORDS \_\_\_\_\_  
\_\_\_\_\_ (Dollars) and \_\_\_\_\_ (Cents)

**PREPARED BY**

Signed: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

END OF SECTION



**SECTION 004315**

**ALTERNATES FORM**

**THE BIDDER**, having familiarized him/herself with the work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

**HEREBY PROPOSES** and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, if so directed by The Owner, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in Contract Documents to be performed or furnished by Contractor in accordance with the following prices Contractor must submit on all alternate values to be considered for award.

Bid will be voided if bid form is modified or altered in any way.

Values for each scheduled item shall be written out in words and numeric format.

**ADD ALTERNATE "A" – DEMOLITION**

Total costs of demolition of existing playground, benches, wood timbers and wood fiber surfacing. This alternate is exclusive of removal of any asphalt and trees which shall be a part of the base bid.

\_\_\_\_\_ (Dollars) \$ \_\_\_\_\_

TOTAL BID IN NUMBERS \$ \_\_\_\_\_

TOTAL ALTERNATES \$ \_\_\_\_\_

TOTAL BID AMOUNT WITH ALTERNATES \$ \_\_\_\_\_

I acknowledge that this bid includes Addendum(s). If none, so state. \_\_\_\_\_

TOTAL BID WITH ALTERNATES IN WORDS

\_\_\_\_\_ (Dollars) and \_\_\_\_\_ (Cents)

END OF SECTION



**SECTION 004325**

**BID SUBMITTAL CHECKLIST**

The following items shall be included as part of the bid package. Packages not containing these items shall be deemed incomplete and therefore disqualified from bidding.

1. Completed Bid Form (Section 004100)
2. Completed Alternates Form (Section 04315)
3. Bid Bond
4. Bidder's qualifications (Section 004510)
5. Acknowledgement of Addendums
6. Proposed subcontractor list
7. Proposed project schedule

END OF SECTION



**SECTION 004335**

**SUBSTITUTION REQUEST FORM**

The item(s) listed below is requested to substitute for item(s) called for on plans or specifications. The item is expected to meet or exceed the performance requirements and expectations of the Owner and Owner's Representative.

Date of Request

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Item Specified

SECTION  
(IDENTIFICATION)

Proposed Substitute

Reason for Requesting Substitute

Substitute will **INCREASE / DECREASE** project schedule by \_\_\_\_\_ DAYS

Substitute will **INCREASE / DECREASE** bid price by \$ \_\_\_\_\_ DOLLARS

Substitute is **APPROVED / REJECTED**

Reason

Name (Print and Sign Name)

Title

Date

END OF SECTION



**SECTION 004340**  
**PROPOSED SUBCONTRACTOR FORM**

List subcontractors and suppliers providing services and/or materials to be furnished and a summarization of the dollar value of each subcontract:

<b>Subcontractor</b>	<b>Scope of Work</b>	<b>Years in Business</b>	<b>Percentage of Work</b>	<b>Contact Person and Phone Number</b>

This is to certify that the names of the foregoing mentioned Subcontractors or material suppliers are submitted with full knowledge and consent of the respective parties

Bidders: \_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature and Title)

Date: \_\_\_\_\_

Note: The previous sheet may be reproduced by the Contractor to list Subcontractors totaling more than five. Certify each sheet as an original sheet and staple additional sheets to this page.

END OF SECTION





**SECTION 004510**

**BIDDER'S QUALIFICATIONS**

The Undersigned certified under oath the truth and correctness of all statements and/or all answers to questions made hereinafter.

Submitted to: Glen Ellyn Park District

Submitted by:

NAME \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Principal Office \_\_\_\_\_

Check One: ( ) Corporation ( ) Partnership ( ) Joint Venture ( ) Individual ( ) Other \_\_\_\_\_

1. How many years has your organization been in business as a Contractor under the present firm's name?  
\_\_\_\_\_

2. How many years has your organization been in business under its present business name?  
\_\_\_\_\_

3. If a Corporation, answer the following:

Date of Incorporation \_\_\_\_\_  
State of Incorporation \_\_\_\_\_  
President \_\_\_\_\_  
Vice President(s) \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

If a partnership, answer the following:

Date of Organization \_\_\_\_\_  
Type of Partnership \_\_\_\_\_

(General/Limited/Association)  
Name and Address of all Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other than a Corporation or Partnership, describe organization and name principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why.

\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever defaulted on a contract? If so, when, where, and why?

\_\_\_\_\_  
\_\_\_\_\_

6. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, state the circumstances below:

\_\_\_\_\_  
\_\_\_\_\_

7. Is the bidder authorized to transact business in Illinois?

\_\_\_\_\_

8. Is the bidder's principal place of business in Illinois?

\_\_\_\_\_

9. Does the bidder maintain a place of business in Illinois?

\_\_\_\_\_

10. List five relevant construction projects your organization has completed in the past five years:

Project Name	_____		
Owner	_____	Phone Number	_____
Engineer	_____	Phone Number	_____
Contract Amount	_____	Contract Date	_____
Percent Complete	_____	Scheduled Completion	_____
Scope of Work	_____		

\_\_\_\_\_

Project Name	_____		
Owner	_____	Phone Number	_____
Engineer	_____	Phone Number	_____
Contract Amount	_____	Contract Date	_____
Percent Complete	_____	Scheduled Completion	_____
Scope of Work	_____		

\_\_\_\_\_

Project Name	_____		
--------------	-------	--	--

Owner	_____	Phone Number	_____
Engineer	_____	Phone Number	_____
Contract Amount	_____	Contract Date	_____
Percent Complete	_____	Scheduled Completion	_____
Scope of Work	_____		

---

Project Name \_\_\_\_\_

Owner	_____	Phone Number	_____
Engineer	_____	Phone Number	_____
Contract Amount	_____	Contract Date	_____
Percent Complete	_____	Scheduled Completion	_____
Scope of Work	_____		

Project Name	_____		
Owner	_____	Phone Number	_____
Engineer	_____	Phone Number	_____
Contract Amount	_____	Contract Date	_____
Percent Complete	_____	Scheduled Completion	_____
Scope of Work	_____		
_____			
_____			

11. List the experience of the principal individuals in your organization. Which one will be assigned to this project (including the percentage of their time to be assigned to this project)?

NAME	POSITION	YEARS OF EXPERIENCE
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. Bank References:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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13. Please list three (3) trade references:

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14. Name of bonding and insurance companies and name and address of agents: maximum bonding capacity. What portion remains of this bonding capacity at the time of submittal of the Bid?

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END OF SECTION

## SECTION 008100

### GENERAL CONDITIONS

#### DEFINITIONS

##### 1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings set forth which are to include both the singular and plural thereof:

- 1.1.1 Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bid documents or the Contract Documents.
- 1.1.2 Agreement: The written agreement between the Project Owner and the Contractor covering the construction of the Project; other Contract Documents attached to the Agreement are made a part thereof.
- 1.1.3 Application for Payment: The form which is to be used by the Contractor in requesting progress or final payments and which is to include the supporting documentation required by the Contract Documents.
- 1.1.4 Bid: The offer or proposal of the Bidder submitted on the prescribed Bid Form setting forth the prices for the Project to be constructed.
- 1.1.5 Bid Form: The form of the offer or proposal setting forth the Project to be constructed.
- 1.1.6 Bid Schedule: The schedule of Bid Items set forth in the Bid Form.
- 1.1.7 Bid Security: A certified or bank check or a Bid Bond issued by a Surety meeting the requirements of these General Conditions.
- 1.1.8 Bidder: Any individual, firm or corporation submitting a bid for the Project contemplated, acting directly or through a duly authorized representative.
- 1.1.9 Board: Board of Directors of the Metropolitan District.
- 1.1.10 Bonds: The Bid Bond, The Performance and Payment Bond and any other instrument of security.
- 1.1.11 Change Order: A written order to the Contractor signed by the Project Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

- 1.1.12 Completion: The Project or Phase thereof, has progressed to a point where, in the opinion of the Owner's representative and the Project Owner, it is totally complete and the Contractor has fulfilled all obligations under the Contract Documents, except for certain continuing obligations. The aforementioned completion shall be sufficient to meet the requirements set forth for Final Payment and Acceptance in Paragraph 11.16 of the General Conditions. The terms, "complete" and "completed" as applied to the Project refer to completion.
- 1.1.13 Contract: The written agreement executed between the Project Owner and the successful Bidder, covering the construction of the Project and the furnishing of labor and materials, by which the Contractor is bound to construct the Project and furnish the labor and materials, and by which the Project Owner is obligated to compensate the Contractor therefore at the mutually established and accepted rate or price.
- 1.1.14 Contract Documents: All items specified in Article 7 of the Agreement.
- 1.1.15 Contract Price: The moneys payable by the Project Owner to the Contractor under the Contract Documents as stated in the Agreement.
- 1.1.16 Contract Time: The number of days set forth in the Notice to Proceed for the completion of the Project.
- 1.1.17 Contractor: The individual, or entity identified as such in the Agreement, primarily liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Project.
- 1.1.18 Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.1.19 Drawings: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.1.20 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.1.21 The Owner's representative: The person or entity named as such in the Agreement.
- 1.1.22 Equipment: All machinery, together with the necessary parts supplied for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Project.
- 1.1.23 Field Memorandum: A written order to the Contractor issued by the Owner's representative effecting a change in the Project not involving an adjustment in the Contract Price or an extension of the Contract Time.
- 1.1.1 Final Acceptance

If the owner's representative is satisfied that the project has been completed, is useable for its intended purposes, and the contractor has fulfilled all obligations under the contract documents, to include the satisfactory completion of all warranty claims, the warranty period has expired, the original contract maintenance period has expired, there are no outstanding punch list issues, and all installed systems are fully functional, and all plant material is healthy, then the owner's representative will give written notice to the project owner and the contractor that the project is complete and should have final acceptance by the owner.

- 1.1.2 Intention of Terms: Whenever, in the Specifications or upon the Plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import, are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner's representative is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner's representative, subject in each case to the final determination of the Project Owner. Any reference to a paragraph or subparagraph within a section shall include the general provision of the section or sections and paragraph pertinent thereto.
- 1.1.3 Laboratory: The official testing laboratories of the Project Owner or such other laboratories as may be designated by the Contract Documents.
- 1.1.4 Modification: (a) a Work Order, (b) a Change Order, or (c) a Supplemental Agreement.
- 1.1.5 Notice of Award: The written notice by the Project Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the Project Owner will sign and deliver the Agreement.
- 1.1.6 Notice to Proceed: A written notice given by the Project Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the obligations under the Contract Documents.
- 1.1.7 Performance and Payment Bond: The approved form of security furnished by the Contractor and the Surety as a guarantee of faithful performance of the Contract and a guarantee that the Contractor will promptly pay in full all bills and accounts for materials and labor used in the construction of the Project.
- 1.1.8 Phase: A portion of the Project defined as such.
- 1.1.9 Plans: The official plans, drawings, working drawings, or supplemental drawings or exact reproductions thereof, approved by the Owner's representative which show the location, character, dimensions, and details of the Work.
- 1.1.10 Project: The total construction of which the Work may be the whole or a part.
- 1.1.11 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Project and all

illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the Project.

- 1.1.12 Special Conditions: The specific clauses setting forth conditions or requirements peculiar to the Project, covering work or materials involved in the Bid which are not thoroughly or satisfactorily stipulated in the General Conditions or Specifications.
- 1.1.13 Subcontractor: An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a portion of the Work.
- 1.1.14 Substantial Completion: The Project (or a specified part or Phase thereof) has progressed to the point where, in the opinion of the Owner's representative as evidenced by a written opinion as to Substantial Completion, it is sufficiently complete in accordance with the Contract Documents, so that the Project (or specified part or Phase thereof) can be utilized or partially utilized for the purposes for which it was intended. The terms "substantially complete" and "substantially completed" as applied to the Project refer to Substantial Completion thereof.
- 1.1.15 Superintendent: Executive representative for the Contractor present on the Project at all times, authorized to receive and fulfill instructions from the Project Owner or the Owner's representative and capable of superintending the Project efficiently.
- 1.1.16 Supplemental Agreement: A written agreement executed by the Contractor and by the Project Owner covering work not included in the Plans or Bid or as specified in paragraph 6.3 which is necessary or desirable to the proper completion of the Project.
- 1.1.17 Surety: The corporate body or individuals who are bound by the Performance Bond and the Payment Bond with and for the Contractor, and which engage to be responsible for the entire and satisfactory fulfillment of the Contract and for the payment of all debts incurred in fulfilling the Contract.
- 1.1.18 Technical Specifications: Written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship for construction of the Project.
- 1.1.19 Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the project.
- 1.1.20 Work Order: An order issued by the Project Owner to the Contractor to increase, decrease or stop Work or any portion of the Work.

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PRELIMINARY MATTERS

- 1.2 Contractor Qualification Statement  
The Bidder shall complete and submit the attached Contractor's Qualification Statement at the time of bid. The Bidder shall include in the experience profile a minimum of three completed projects of at least the size and complexity shown in the Contract Documents. These projects shall have been successfully completed and placed into service, both within the last three years.
- 1.3 Delivery of Bonds  
When the Contractor delivers the executed Agreements to the Project Owner, the Contractor shall also deliver to the Project Owner such Bonds as the Contractor may be required to furnish in accordance with paragraph 5.9.
- 1.4 Certificates of Insurance  
Before any work at the site is started, the Contractor shall deliver to the Project Owner certificates (and other evidence requested by the Project Owner) of insurance which the Contractor is required to purchase and maintain in accordance with Article 5.
- 1.5 Approval of Contract  
No Contract is binding upon the Project Owner until it has been executed by the Project Owner and delivered to the Contractor.
- 1.6 Sets of Documents  
The Project Owner shall furnish to the Contractor four sets of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.
- 1.7 Notice to Proceed; Prior Approvals  
The Notice to Proceed will be given only after the Project Owner has obtained any necessary approval by the governmental entity having jurisdiction over the Project, of the plans and specifications for the Work. The Project Owner shall not be liable for any costs associated with any delays in obtaining such approval. In the event such approval is not given within 60 days of the Notice of Award, the Contractor may withdraw the bid. Failure to notify the Project Owner of the withdrawal shall constitute the Contractor's agreement to proceed with the Work in accordance with the Contract Documents. In the event the approval is not received within 90 days of the Notice of Award, the bid shall be deemed withdrawn and the contract may be terminated by either party.
- 1.8 Commencement of Contract Time  
The Contract Time will commence to run in accordance with the Notice to Proceed.
- 1.9 The Owner's representative
  - 1.9.1 The Project Owner shall provide an Owner's representative to observe construction and to check that the Work is proceeding in accordance with the Contract Documents and drawings. The Owner's representative shall decide any and all questions which may arise as to the interpretation of the plans and specifications and shall have authority to reject materials and equipment furnished and Work performed which, in the Owner's representative's opinion, is not in accordance with the Contract Documents.

- 1.9.2 The Owner's representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.
- 1.9.3 Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day, 48-hour notice shall be given to the Owner's representative so that the Owner's representative may be present to observe the Work in progress. If the Contractor fails to give such timely notice, any Work done in the absence of the Owner's representative will be subject to rejection.
- 1.9.4 The Contractor shall give timely notice to the Owner's representative in advance of backfilling or otherwise covering any part of the Work so that the Owner's representative may observe such part of the Work before it is concealed.
- 1.9.5 The Owner's representative shall decide any and all questions that may arise as to the quality and acceptability of the materials and/or progress of the Work. The Owner's representative shall decide all questions which may arise as to the interpretation of the drawings and specifications, all questions as to the acceptable fulfillment of the Contract, and all disputes and mutual rights by the Contractor.
- 1.9.6 The observation by the Owner's representative of the Work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Defective work shall be made good, and materials and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's representative or that payment therefor has been included in an estimate for payment.
- 1.10 **Starting the Project**  
The Contractor shall start construction of the Project on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run.
- 1.11 **Location of Work**  
The location of the project is shown on the Drawings.

- 1.12 Before Starting Construction  
Before undertaking each portion of the Project, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Owner's representative and the Project Owner any conflict, error or discrepancy which the Contractor may discover; however, the Contractor shall not be liable to the Project Owner or the Owner's representative for failure to report any conflict, error or discrepancy in the Drawings or Technical Specifications, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- 1.13 Schedules
- 1.13.1 Unless otherwise set forth in Special Conditions, the following schedules shall be submitted. No schedule shall exceed the time limits set forth in the Contract Documents. Schedules shall be updated as necessary to reflect current status. The Contractor shall strictly conform to the most recent schedules.
- 1.13.2 The Contractor shall submit a Preliminary Schedule indicating the starting and completion dates of the various stages of the Project by crew.
- 1.13.3 Within ten days after the Notice to Proceed, the Contractor shall prepare and submit for the Project Owner's and the Owner's representative's review and approval, a construction schedule. It is intended that maximum input shall be provided by the Contractor's supervisory personnel in preparing the schedule. Comments shall be incorporated into the schedule and resubmitted for the Project Owner's acceptance on the date Work is to begin as stated in the Notice to Proceed.
- 1.13.4 All costs related to the preparation of the schedule shall be included in the Contract Price. The schedule shall include, but not be limited to: shop drawing; submittal; fabrication and delivery schedules of materials and equipment; construction activities of each component; deadlines to be met as set forth in the Contract Documents; coordination activities with other contractors; schedule of submittals other than shop drawings; inspection requirements by the Project Owner and other governmental agencies; tests submittal for materials; equipment and construction; and such other items which may be required for developing a detailed schedule.
- 1.13.5 All activities of the Project Owner and the Owner's representative that affect progress shall also be shown. All schedules shall be subject to review and requested change. All such changes shall be incorporated by the Contractor and the revised schedule resubmitted within ten consecutive calendar days after receiving a request for such modification.
- 1.13.6 The Contractor shall include in the construction schedules updated information and coordination activities on any project listed in the Special Conditions to be constructed by other contractors, which will have an effect on the Contractor's schedule.

- 1.13.7 The Contractor shall immediately advise the Project Owner of any proposed changes in the construction schedule that affect the critical path and shall furnish a revised schedule within (3) three working days of the adoption of the change.
- 1.14 Construction Schedule Updates  
The Contractor shall update the schedules on weekly intervals.
- 1.15 Preconstruction Conference  
Within ten (10) days after the effective date of the Agreement, but before the Contractor starts work at the Project site, a conference will be held to review the schedules referred to in fore mentioned paragraphs; to establish procedures for handling Shop Drawings and other submittals; for processing Applications for Payment; to establish such working understandings among the parties as to the progress of the Project and determine a schedule for job-site progress meetings. The Contractor is advised that schedules in accordance with fore mentioned paragraphs are absolutely required and will be maintained throughout progress of the Work.
- 1.16 Project Coordination Single Contractor Responsibility  
The Contractor is responsible for the coordination of all the Work, whether performed by its own personnel or its Subcontractors, and will maintain such procedures as necessary to keep its workers and suppliers informed of project progress so as not to unnecessarily delay completion of the Work.
- 1.17 Job-Site Progress Meetings  
The Owner will conduct periodic job-site meetings at intervals to be determined at the preconstruction conference, for the purpose of reviewing, scheduling and coordinating project progress, as well as other matters of general interest to the project. A Contractor's representative will be required to attend all meetings. The Owner's representative will keep a written record of the minutes of each meeting, and make the records available for review by any person attending any meeting.

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CONTRACT DOCUMENTS: INTENT AND REUSE

- 1.18 Intent  
It is the intent of the Contract Documents to describe a complete Project which may be utilized for its intended purposes. The Contract Documents comprise the entire agreement between the Project Owner and the Contractor concerning the Project. They may be altered only by a Modification. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- 1.19 Discrepancies  
If, during the construction of the Project, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall report it to the Owner's representative in writing at once and before proceeding with construction of the Project affected thereby; however, the Contractor shall not be liable to the Project Owner or the Owner's representative for failure to report any conflict, error or discrepancy in the Technical Specifications or Drawings unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- 1.20 Inferences  
Any work that may reasonably be inferred from the Technical Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe the Project, work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest specification, manual or code in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Project Owner, the Contractor or the Owner's representative, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Owner's representative as provided for in Article 7.
- 1.21 State Law  
The Contract will be governed by the laws of the State of Illinois.
- 1.22 Reuse of Documents  
Neither the Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Owner's representative; and shall not reuse any of them on extensions of the Project or any other project without written consent of the Project Owner and the Owner's representative and specific written verification or adoption by the Owner's representative.

\* \* \* \*

PHYSICAL CONDITIONS

- 1.23 Physical Conditions--Investigations and Reports  
The Special Conditions identify those reports of investigations and tests of subsurface and latent physical conditions which have been relied upon by the Owner's representative in preparation of the Drawings and Technical Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- 1.24 Unforeseen Physical Conditions  
If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than (3) three working days after first observance of the conditions. The Owner's representative will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractors' cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the Owner's representative determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner's representative shall so notify the Project Owner and the Contractor in writing, stating the reasons. If the Project Owner or the Contractor disagree with the Owner's representative's determination, the matter shall be referred to the Owner's representative pursuant to paragraph 6.8 within 5 working days.

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## INDEMNITY, BONDS AND INSURANCE REQUIREMENTS

### 1.25 General

The Contractor shall not commence construction of the Project under the Contract Documents until all insurance required by the Contract Documents has been obtained and approved by the Project Owner, nor shall the Contractor allow any Subcontractor to commence work on the Project until all similar insurance required of the Subcontractor has been obtained and approved.

### 1.26 Indemnification

The Contractor agrees that it will indemnify and hold harmless the Project Owner and the Owner's representative and their agents and employees from any loss, cost, damage, expense and liability including attorney fees, by reason of property damage, personal injury, or both, of whatsoever nature or kind arising out of or as a result of the construction of the Project, or any negligent act or negligent failure to act, or on account of the use of any improper or defective materials, or on account of any poor workmanship or on account of any act of omission or commission in connection with the construction of the Project. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### 1.27 Contractor's Liability Insurance

1.27.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in Illinois such insurance as will protect the Contractor, any subcontractors, the Project Owner and the Owner's representative including any officer, employee or agent of the Project Owner and the Owner's representative, from claims set forth below which may arise out of or result from the Contractor's operations under the Contract whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1.27.2 Claims under workers' or workmens' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

1.27.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

1.27.4 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

1.27.5 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

1.27.6 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

1.27.7 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

- 1.27.8 Claims involving contractual liability insurance applicable to the Contractor's obligations.
- 1.28 Amount of Insurance
  - 1.28.1 The Contractor shall purchase and maintain the following Contractor's Liability insurance, specifying the following minimum limits and coverages:
    - 1.28.2 Worker's Compensation and Employers' Liability
      - a. State: Statutory
      - b. Employers' Liability:
      - c. \$100,000 Each Accident
      - d. \$500,000 Disease, Policy Limit
      - e. \$100,000 Disease, Each Employee
      - f. A Waiver of Subrogation in favor of the Project Owner shall be attached to the policy (include endorsement on the Insurance Certificate).
    - 1.28.3 General Liability (Occurrence Form):
      - a. Combined Bodily Injury and Property Damage:
      - b. \$2,000,000 each occurrence
      - c. \$1,000,000 Personal and Advertising Injury
      - d. \$1,000,000 General Aggregate
      - e. \$1,000,000 Products/Completed Operations Aggregate
    - 1.28.4 The following coverages must be included:
      - a. Premises Operations
      - b. Independent Contractor's Protective
      - c. Explosion, Collapse
      - d. Underground
      - e. Contractual (including the contract obligations specified in Paragraph 5.2)
      - f. Products/Completed Operations
      - g. Broad Form Property Damage
      - h. Personal/Advertising Injury
      - i. General Aggregate Limit (applies to each project)
      - j. Products and Completed Operations Insurance shall be maintained by the Contractor for a minimum of 2 years after final payment, and the Contractor shall continue to provide evidence of such coverage to the Project Owner on an annual basis during the aforementioned period.
      - k. Subcontractors shall comply with all provisions of this Article.
    - 1.28.5 Automobile Liability:
      - a. Combined Bodily Injury and Property Damage:
      - b. \$1,000,000 each Accident
      - c. The following coverages must be included:
      - d. Owned automobiles
      - e. Non-owned and hired automobiles



- 1.28.6 Umbrella Excess Liability
- a. \$1,000,000 each Occurrence/\$1,000,000 Aggregate
  - b. The following coverages must be included:
  - c. Limits and coverages must layer over the primary insurance as indicated.

1.29 Additional Insured

The Project Owner and the Owner's representative (director, officers, employees and agents) shall be included as Additional Insureds under the Contractor's policies required by Sections 5.4.2., 5.4.3 and 5.4.4, and the policies shall be endorsed to be primary and non-contributory with any insurance maintained by the Project Owner or the Owner's representative, their subsidiaries, directors, officers, employees and agents (show endorsement on the Insurance Certificate). Each policy shall also include a cross liability clause such that the insurance applies separately with respect to each insured except as to policy limits.

1.30 Certificates of Insurance

A Certificate of Insurance in substantial conformance with ACORD Corporation form 25-S (3/93) and acceptable to the Project Owner shall be filed with the Project Owner prior to commencement of the Work. These Certificates and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Project Owner. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

1.31 Deductibles

If any insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

1.32 Performance and Payment and Other Bonds

The Contractor shall furnish a Performance and Payment Bond, in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This Bond shall remain in effect until the end of the warranty period. The Contractor shall also furnish such other Bonds as are required by the Special Conditions. All Bonds shall be in the forms prescribed by the Bid Documents or Special Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Illinois and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Fiscal Service, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds shall be accompanied by a certified copy of the agent's authority to act. The authority of the agent shall be unqualified and must indicate the maximum dollar amount, if any, of the agent's authority.

- 1.33 Substitution of Surety  
If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Illinois or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.9, the Contractor shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Project Owner.
- 1.34 Term of Insurance Required  
All insurance policies required pursuant to these Contract Documents shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with Paragraph 12.5.

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## SCOPE OF WORK

- 1.35 Intent of Plans  
The intent of the Plans is to describe a complete project which the Contractor undertakes to do in full compliance with the Contract Documents. The Contractor shall perform all items of work covered and stipulated in the Contract Documents, all in accordance with the lines, grades, cross sections and dimensions shown on the Plans. The Contractor shall furnish, unless otherwise provided in the Plans, all materials, equipment, implements, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Project.
- 1.36 Extraordinary Conditions  
Should any construction or conditions which are not thoroughly or satisfactorily stipulated or set forth by the Plans be encountered on the Project, special conditions for such work may be prepared and shall be considered as part of the Contract Documents.
- 1.37 Changes and Increased or Decreased Quantities of Work  
The Project Owner reserves and shall have the right to make such changes, from time to time, in the Drawings, to the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the construction of the Project in a satisfactory manner, provided such changes do not alter the total cost of the Project, based on the originally estimated quantities and the unit prices bid, or lump sum bid, by more than twenty-five percent (25%), and provided further that such changes do not alter the total cost of any major item, based on the originally estimated quantities and the unit prices bid or schedule of values by more than twenty-five percent (25%). (A major item shall be construed to be any item, the total cost of which is equal to or greater than ten percent (10%) of the total Contract Price, computed on the basis of the Bid quantity and the Contract unit prices, lump sum prices or schedule of values amount.) Any such changes shall be authorized by a Work Order executed by the Project Owner and the Contractor. Should it become necessary, for the best interest of the Project Owner, to make changes in excess of that herein specified, the same shall be covered by a Supplemental Agreement. The Contractor shall not start work on any change requiring a Supplemental Agreement until the Supplemental Agreement setting forth the adjusted prices is executed by the Project Owner and the Contractor. In case a satisfactory adjustment in price cannot be reached for any item requiring a Supplemental Agreement, the Project Owner reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Project. The Owner's representative may authorize minor changes in the Project not involving an adjustment of Contract Price or Contract Time, which are consistent with the overall intent of the Contract Documents. Said minor changes shall be initiated by Field Memorandum and shall be binding on the Project Owner and the Contractor, and shall be performed promptly by the Contractor.
- 1.38 Deleted Items  
The Owner's representative or the Project Owner may, in writing, order any item, other than a major item, deleted from the Project and such deletion shall not be a waiver of any condition of the Contract Documents nor invalidate any of the provisions thereof. Major items may be deleted by Supplemental Agreements. The Contractor will be paid for all work done on deleted items as provided in Article 11.

- 1.39    **Extra Work**  
When work is necessary to the proper completion of the Project for which no quantities or prices were given in the Bid or Contract Documents, the same shall be called extra work and shall be performed by the Contractor when so authorized in writing by a Work Order. Extra work shall be performed by the Contractor in accordance with the Contract Documents in a proper and workmanlike manner and as may be authorized. Prices for extra work shall be itemized and covered by a Modification submitted by the Contractor and approved by the Project Owner prior to the actual starting of such work. Claims for extra work not authorized in writing prior to the work being done will be rejected.
- 1.40    **Claims**  
If the Contractor wishes to make claim for an increase or decrease in the Contract Price, written notice as provided herein shall be given before proceeding to execute the work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes cost adjustment is involved for reasons including but not limited to (1) a written interpretation from the Owner's representative, (2) an order by the Project Owner to stop the work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Owner's representative, (4) failure of payment by the Project Owner, (5) termination of the Contract by the Project Owner, (6) the Project Owner's suspension of the Work or (7) other reasonable grounds, a claim shall be filed in accordance with the procedure established in this Article.
- 1.41    **Resolution of Claims and Disputes**
- 1.41.1    The Owner's representative will review claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Owner's representative expects to take action, or (3) recommend approval or rejection of the claim in whole or in part, stating reasons therefore. The Owner's representative may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.
- 1.41.2    If a claim has been resolved, the Owner's representative will prepare or obtain appropriate documentation.
- 1.41.3    If a claim has not been resolved, the party making the claim shall, within ten days after the Owner's representative's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Owner's representative, (2) modify the initial claim or (3) notify the Owner's representative that the initial claim stands.
- 1.41.4    If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Owner's representative, the Owner's representative will notify the parties in writing that the Owner's representative's decision will be made within seven days, which decision shall be final and binding on the parties. Upon expiration of such time period, the Owner's representative will render to the parties the Owner's representative's written decision relative to the claim, including any change in the Contract Price or Contract Time or both. If there is a Surety and there appears to be a possibility of a the Contractor's default, the Owner's representative may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.

- 1.42 Continuing Contract Performance  
Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the Project Owner shall continue to make payments in accordance with the Contract Documents.

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PROSECUTION OF THE PROJECT

- 1.43 Authority of the Owner's representative
- 1.43.1 The Owner's representative will have authority to reject defective work and will also have authority to require special inspection or testing of the work, whether or not the work is fabricated, installed or completed.
- 1.43.2 The Owner's representative shall decide any and all questions which may arise as to the quality and acceptability of the materials furnished, the work performed, and the manner of performance. The Owner's representative shall decide all questions which may arise as to the interpretation of the Plans, General and Special Conditions and Technical Specifications, all questions as to acceptable fulfillment of the Contract Documents, all disputes by the Contractors, if there be more than one Contractor on the Project, and all questions as to compensation. The decision of the Owner's representative shall be final and the Owner's representative shall have authority to make effective such decisions and to compel the Contractor to carry out all orders promptly.
- 1.43.3 The Owner's representative shall be authorized to observe work performed, materials furnished, and evaluate the rate of progress of the work on the project. Such observation may extend to any part of the Project and to the preparation, fabrication, or manufacture of the materials to be used. The Owner's representative is authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents. The Owner's representative shall have the authority to reject materials or suspend work on the Project not conforming to Contract Documents until any questions at issue can be referred to and decided between the Owner's representative and the Project Owner. The Owner's representative shall issue a written directive giving the reason for suspending work. After placing the directive in the hands of the Superintendent in charge, the Owner's representative shall immediately leave the job. Work done during the absence of the Owner's representative will not be accepted nor paid for. The Owner's representative shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the Owner's representative may give the Contractor shall in no way be construed as releasing the Contractor from fulfilling all of the terms of the Contract Documents.
- 1.43.4 The observation, if any, by the Owner's representative of the Work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and materials and equipment furnished and Work performed which is not in accordance with the Contract Documents may be rejected notwithstanding the fact that such materials, equipment, and Work have been previously observed by the Owner's representative or that payment therefore has been included in an estimate for payment.

1.44 Decision of the Owner's representative

Claims, including those alleging an error or omission by the Owner's representative, shall be referred initially to the Owner's representative for action as provided in Article 6. A decision by the Owner's representative shall be required as a condition precedent to litigation of a claim between the Contractor and the Project Owner as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work or the extent to which the Work has been completed. The decision by the Owner's representative in response to a claim shall not be a condition precedent to litigation in the event the Owner's representative has failed to render a decision within agreed time limits, the Owner's representative has failed to take action required under Article 6 within 30 days after the claim is made, 120 days have passed after the claim has been referred to the Owner's representative.

1.45 Plans, Shop Drawings, Samples and Product Data

1.45.1 The Drawings show the character and scope of the construction of the Project and have been prepared or approved by the Owner's representative and are referred to in the Contract Documents. Drawings and Technical Specifications are complementary each to the other, and what is called for by one shall be as binding as if called for by both. Data presented on Drawings are as accurate as planning can determine, but accuracy is not guaranteed and field verification of all dimensions, locations, levels, etc., to suit field conditions is directed. The Contractor shall review all structural, process, and mechanical plans and adjust all work to conform to all conditions shown therein. The mechanical process Drawings shall take precedence over all other Drawings. Discrepancies between different Plans, or between Plans and Technical Specifications, or regulations and codes governing the installation shall be brought to the attention of the Owner's representative in writing as soon as said discrepancies are noticed. In the event such discrepancies exist and the Owner's representative is not so notified, the Owner's representative shall reserve the right to exercise sole authority in making final decisions in resolution of such conflict. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Plans shall be in writing and approved by the Owner's representative. When at any time reference is made to "The Plans," the interpretation shall be the Plans as affected by all authorized alterations then in effect. Plans will be supplemented by such Shop Drawings to be prepared by the Contractor as are necessary to adequately control the construction of the Project.

1.45.2 After checking and verifying all field measurements and approving of Shop Drawings, the Contractor shall submit seven copies of Shop Drawings to the Owner's representative for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9). Shop Drawings shall have been checked by and stamped with the approval of the Contractor and identified as the Owner's representative may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Owner's representative to review the information as required.

- 1.45.3 The Contractor shall include all required physical samples to illustrate materials, equipment or workmanship which establish standards by which completed work is judged. These samples must be of sufficient size and clarity, and be in sufficient quantity, to clearly illustrate functional characteristics and the full range of colors, patterns, textures or other properties which will be actually produced.
- 1.45.4 The Contractor shall include manufacturers' schematic drawings, catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, test reports, certificates of compliance, and other descriptive data not included on shop drawings. The Contractor shall modify standard descriptive data to delete information which is not applicable, and clearly identify pertinent data.
- 1.45.5 The Contractor shall identify all submittals with the following information, as applicable:
  - a. Project title and the Project Owner's project number.
  - b. Name of Contractor, the Project Owner, originating Subcontractor or supplier.
  - c. Submittal date and all revision dates.
  - d. Identification of product or material by name and specification section number.
  - e. Applicable conformance standards
  - f. Certification of Contractor's review shall be included. The Contractor shall identify any deviations from Contract Documents. A 3-inch x 3-inch minimum space shall be provided for the Owner's representative review signature.
- 1.45.6 Submittals shall be made with a letter of transmittal to the Project Owner by the Contractor, and not by Subcontractors, suppliers or manufacturers. The cost of furnishing all Shop Drawings shall be borne by the Contractor. The costs incurred by the Project Owner for more than two reviews of the Shop Drawings will be paid by the Contractor.
- 1.45.7 At the time of each submission, the Contractor shall in writing call the Owner's representative's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contractor Documents.
- 1.45.8 The Owner's representative will review Shop Drawings and samples. Such review shall be completed in no less than 10 calendar days nor more than 21 calendar days. The Owner's representative's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Owner's representative and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for the Owner's representative's review. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Owner's representative on previous submittals. The Contractor's approval of any Shop Drawing or sample shall constitute a representation to the Project Owner and the Owner's representative that the Contractor has either determined and verified all



quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Project and the Contract Documents.

1.45.9 Where a Shop Drawing or sample is required by the Technical Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Owner's representative.

1.45.10 The Owner's representative's review of Shop Drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Owner's representative's attention to such deviation at the time of submission and the Owner's representative has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Owner's representative relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

1.46 Operating Manuals and Parts Lists

The Contractor shall submit five (5) complete Operating Manuals and Parts Lists to the Owner's representative for all items of mechanical and electrical equipment incorporated into the Work, unless specified otherwise in the Special Conditions or Technical Specifications.

1.47 Record Documents

1.47.1 Record Drawings. A set of Drawings shall be maintained at the Project site, with all changes or deviations from the original Drawings neatly marked thereon in brightly contrasting color. The appropriate drawing shall be legibly marked to record, where applicable:

1.47.2 Field changes of dimension and detail made during construction process.

1.47.3 Changes made by Change Order or Supplemental Agreement.

1.47.4 Details not on original Drawings.

1.47.5 These shall be a separate set of Drawings, not used for construction purposes, which shall be kept up to date and clean as the job progresses and shall be made available for inspection by the Owner's representative at all times. The Owner's representative shall inspect the Record Drawings prior to approval of any Application for Payment. Upon completion of the Project, this set of Drawings shall be delivered to the Owner's representative.

- 1.48 Record Specifications and Addenda
- 1.48.1 The Contractor shall legibly mark up each Section of the Technical Specifications to record:
- 1.48.2 Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
- 1.48.3 Changes made by Change Order or Supplemental Agreement.
- 1.48.4 Other matters not originally specified.
- 1.49 Maintenance of Documents.
- 1.49.1 The Contractor shall maintain at the job site one record copy of the Drawings, Technical Specifications, Shop drawings, Change Orders, Modifications, field test records and other documents submitted by the Contractor in compliance with the Contract Documents. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Owner's representative or the Project Owner.
- 1.49.2 Labeling. Each document shall be labeled "PROJECT RECORD COPY" in 2-inch high printed letters. The record documents shall be kept current. No work shall be permanently concealed until required information has been recorded.
- 1.49.3 Submittal. With the final application and payment, the Contractor shall deliver Record Drawings to the Project Owner. The transmittal letter shall be accompanied, in duplicate, with:
- a. Date, project title and number.
  - b. Contractor's name and address.
  - c. Title and number of each record document.
  - d. Certification that each document as submitted is complete and accurate.
  - e. Signature of the Contractor or his authorized representative.
- 1.50 Shop Drawings
- The Contractor shall maintain the Shop Drawings as Record Drawings and shall legibly annotate Shop Drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.
- 1.51 Coordination of Plans
- 1.51.1 The Plans, Technical Specifications and all supplementary plans and documents, are essential parts of the Contract Documents, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be complementary to describe and provide for a complete Project. The Contractor shall not take advantage of any apparent error or omission in the Plans. In the event the Contractor discovers any apparent conflict, error or discrepancy, the Contractor shall immediately call upon the Owner's representative for an interpretation and decision, and such decision shall be final. Any apparent error or discrepancy must be resolved before the Contractor proceeds with the Work affected thereby.

- 1.51.2 In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order (unless it would clearly be erroneous to do so): (1) Agreement; (2) Technical Specifications; (3) Drawings; (4) reference standards.
- 1.51.3 Within the Contract Documents the order of precedence is as follows: (1) Addenda; (2) Instructions to Bidders; (3) Special Conditions; (4) General Conditions; (5) Technical Specifications.
- 1.51.4 With reference to the Drawings, the order of precedence is as follows: (1) Shop Drawings; (2) Contract Drawings. In all Drawings, figures govern over scaled dimensions.
- 1.52 Cooperation of the Contractor  
The Contractor shall have available on the Project at all times one (1) copy of the Plans and Technical Specifications, exclusive of the set designated for Record Drawings. The Contractor shall give to the Project the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Owner's representative and with other contractors in every way possible. The Owner's representative shall designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent Superintendent on the Project at all times who is fully authorized as the Contractor's agent on the Project. The Superintendent shall be capable of reading and thoroughly understanding the Plans and Technical Specifications and shall receive and fulfill instructions from the Owner's representative. The Superintendent shall have full authority to construct the Project specified in the Contract Documents without delay and to promptly supply materials, tools, plant equipment and labor as may be required to construct the Project. Such Superintendent shall be furnished irrespective of the amount of work subcontracted. The Superintendent shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.
- 1.53 Construction Stakes  
The contractor shall provide all required staking.
- 1.54 Tests, Inspections and Uncovering Work
- 1.54.1 The Contractor shall give the Owner's representative timely notice of readiness of the Project for all required inspections, tests or approvals. The Contractor shall furnish all labor and facilities necessary to accommodate inspections and tests.
- 1.54.2 If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Project Owner the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Owner's representative's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Project, or of materials or equipment submitted for review prior to the Contractor's purchase thereof for incorporation in the Project. The cost of all other inspections, tests and approvals required by the Contract Documents

shall be paid by the Contractor (unless otherwise specified). In the event any tests do not pass initially, and therefore must be performed again, all such extra tests shall be paid for by the Contractor.

- 1.54.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to the Owner's representative.
  - 1.54.4 If any part of the Project that is to be inspected, tested or approved is covered without concurrence of the Owner's representative, it must, if requested by the Owner's representative, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Owner's representative timely notice of the Contractor's intention to cover such part of the Project and the Owner's representative has not acted with reasonable promptness in response to such notice.
  - 1.54.5 If the Owner's representative requests it, the Contractor shall, at any time before acceptance of the Project, remove or uncover portions of the finished work that the Owner's representative believes have not met standards set forth in the Contract Documents. After examination, the Contractor shall restore said portions of the work to the standard required by the Plans and Technical Specifications. Should the work thus exposed, examined or tested prove acceptable, the uncovering, or removing, and the replacing of the coverage or making good of the parts removed, shall be paid for as Extra Work as provided for in Paragraph 6.5 hereof; but should the work so exposed, examined or tested prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.
  - 1.54.6 Neither observations by the Owner's representative nor inspections, tests or approvals by others shall relieve the Contractor of his obligations to construct the Project in accordance with the Contract Documents.
  - 1.54.7 The Contractor shall be responsible for the cost of any additional testing required to substantiate the quality and quantity of the Work. Additional testing shall be that which is done beyond what is required by the appropriate agencies to substantiate the Work.
- 1.55 Defective or Unauthorized Work
- All defective work shall be repaired, or, if it cannot be satisfactorily repaired, be removed and replaced at the Contractor's expense. Work done without lines and grades having been given, work done beyond the lines and grades shown on the Plans except as herein provided, work done without proper inspection, or any extra work done without written authority, is done at the Contractor's risk and will be considered unauthorized and, at the option of the Owner's representative, may not be measured or paid for and may be ordered removed and replaced at the Contractor's expense. Upon the failure of the Contractor to repair satisfactorily or to remove and replace unauthorized work immediately after receiving formal notice from the Owner's representative, the Project Owner may recover for such defective work on the Contractor's Bond or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to the Contractor. In exercising the rights under this paragraph, the Project Owner shall

proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Project Owner may exclude the Contractor from all or part of the site, take possession of all or part of the Project, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Project all materials and equipment stored at the site or for which the Project Owner has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Owner's representative, the Project Owner, agents and employees such access to the site as may be necessary to enable the Project Owner to exercise the rights under this paragraph. All direct and indirect costs of the Project Owner in exercising such rights shall be charged against the Contractor in any amount verified by the Owner's representative and agreed to by the Project Owner, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a change in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of Contract Time because of any delay in construction of the Project attributable to the exercise by the Project Owner of the Project Owner's rights hereunder.

1.56 Visits to Site

The Owner's representative will make regular visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. The Owner's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

Working Hours

1.56.1 The Contractor shall construct the project during normal working hours, 7:00 a.m. to 5:00 p.m., on Mondays through Saturdays exclusive of Holidays. The bid shall be based on this time period. Work occurring outside normal working hours shall not be a cause to alter the total contract price.

1.56.2 The Contractor shall notify the Project Owner and the Owner's representative at least one working day in advance of plans to work outside the normal working hours or days. The hours or days are subject to review and acceptance by the Project Owner.

1.56.3 Whenever the Contractor varies the normal period during which Work or any portion of it is carried on each day. The Contractor shall be responsible for any costs incurred by the Project Owner, including, but not limited to the cost of the Owner's representative's presence. If the Contractor fails to give notice, any Work done in the absence of the Owner's representative will be subject to rejection.

1.57 Removal and Disposal of Structures and Obstructions

All structures or obstructions shown on the Drawings which are not to remain in place or which are not to be used in the new construction shall be removed to the satisfaction of the Owner's representative. Unless specified in the Contract Documents, this work will not be paid for separately but will be included in the price Bid for that portion of the work

requiring the removal of the obstruction. All material found on the site or removed therefrom shall remain the property of the Project Owner unless otherwise indicated.

- 1.58 Maintenance of Work Site  
The Contractor shall dispose of any excess excavated soil and construction debris at least weekly and as directed by the Project Owner. If the Contractor fails to clean up, the Project Owner will perform work and charge the Contractor any and all costs for clean up and disposal.
- 1.59 Final Cleaning Up  
Upon completion of the Project and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus, and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on property adjacent will not be considered as having been disposed of satisfactorily. The Contractor shall leave the construction site in a condition generally comparable to the original condition or as specified elsewhere in the Technical Specifications.
- 1.60 Miscellaneous
- 1.60.1 The Contractor shall dispose of all construction debris each day and excess excavated soil and construction debris at least weekly and as directed by the Project Owner. If the Contractor fails to clean up, the Project Owner will perform work and charge the Contractor any and all costs for clean up and disposal.
- 1.60.2 The Contractor shall protect all existing structures, fences, trees, etc., in place, except where otherwise indicated in the Drawings, or by the Project Owner.
- 1.60.3 Movement of equipment, material transport, and personnel will be limited to within the boundaries of the existing easements or approved access routes.
- 1.60.4 All gates shall be kept closed except for ingress and egress. Contractor shall provide a chain and lock to be integrated with locks supplied by the Project Owner at all access gates. All access gates shall be chained and locked at the end of Work each day.

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## CONTROL OF MATERIAL

- 1.61 **Source of Supply and Quality of Materials**  
The source of supply of each of the materials required shall be reviewed and accepted by the Owner's representative before delivery is started. Representative preliminary samples of the character and quality specified may be submitted by the Contractor or producer for examination and testing. The results obtained from testing such samples may be used for preliminary review but will not be used as a final acceptance of the materials. All materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing, it is found that sources of supply which have been reviewed and accepted do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish acceptable material from other sources acceptable to the Owner's representative. Information on substitute material or equipment submitted within ten days of bid opening date will not be evaluated. However, after the effective date of the Agreement the Project Owner shall determine the acceptance of substitute material or equipment.
- 1.62 **Acceptance of Materials**  
Samples of all materials for testing for acceptance or rejection shall be taken by the Owner's representative. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection, and testing shall be done in accordance with the methods hereinafter prescribed. The Contractor shall provide such facilities as the Owner's representative may require for conducting field tests and for collecting and forwarding samples. The Contractor shall not use or incorporate into the Project any materials represented by the samples until tests have been made and the material found to be acceptable. Only materials conforming to the requirements of the Technical Specifications and which have been accepted by the Owner's representative shall be used in the Project. Any material which, after acceptance, has for any reason become unsuitable for use shall not be incorporated into the Project. Additionally, the Contractor and the Owner's representative shall be subject to the procedures and responsibilities set forth in paragraphs 7.15, 7.16 and 7.18 as they pertain to samples.
- 1.63 **Samples and Tests**  
Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required shall be in accordance with the most current edition of the standards set forth in the Technical Specifications. The testing of all samples shall be the responsibility of the Project Owner unless otherwise specified. The Contractor shall furnish the required samples without charge. All samples shall have been checked and approved by the Contractor, identified clearly of orders for materials to permit testing.
- 1.64 **Storage**  
Materials shall be stored so as to insure the preservation of their quality and fitness for the Project. When considered necessary by the Owner's representative or when specified, they shall be placed on wooden platforms, or other hard, clean surfaces and not on the ground, and shall be placed under cover or otherwise protected when requested by the Owner's representative or specified. Stored materials shall be located so as to facilitate prompt inspection.

1.65 Substitution of Materials and Equipment

- 1.65.1 Whenever materials or equipment are specified or described in the Contract Drawings or Technical Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Owner's representative if sufficient information is submitted by the Contractor to allow the Owner's representative to determine that the material or equipment proposed is equivalent to that named.
- 1.65.2 Requests for review of substitute items of material or equipment will not be accepted by the Owner's representative from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Owner's representative for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the Project will require a change in the Plans or Technical Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Project is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner's representative in evaluating the proposed substitute. The Project Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 1.65.3 The Owner's representative will record time required by the Owner's representative and the Owner's representative's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Plans or Technical Specifications occasioned thereby. Whether or not the Owner's representative accepts a proposed substitute, the Contractor shall reimburse the Project Owner for the charges of the Owner's representative and the Owner's representative's consultants for evaluating any proposed substitute.
- 1.65.4 In case of a difference in price, the Project Owner shall receive all benefit of the difference for any substitutions, and the Contract amount shall be altered by Change Order to credit the Project Owner with any savings so obtained.



1.66 Material and Equipment

- 1.66.1 Within 15 days after date of Notice of Award, the Contractor shall submit to the Project Owner six copies of a complete list of all products which are proposed for installation. The Contractor shall include with listing of each product, the name and address of manufacturer, trade name, model or catalog designation, reference standard, manufacturer's performance and test data, and Subcontractor, as applicable.
- 1.66.2 In case of conflict between reference standards and Plans and Technical Specifications, the Plans and Technical Specifications shall govern. In case of conflict between reference standards and codes, the one having the more stringent requirements shall govern.
- 1.66.3 The Contractor shall obtain and distribute necessary copies of manufacturer's instructions, including two copies to the Owner's representative. If a conflict exists between the manufacturer's instructions and the Contract Documents, the Owner's representative shall be notified in writing. The Contractor shall not proceed until written direction is received from the Owner's representative.
- 1.66.4 The Contractor shall be responsible for delivery of materials, products and equipment to the project site in undamaged condition. Deliveries shall be arranged in accordance with the construction schedule and in ample time to facilitate inspection prior to installation to avoid unnecessary delays in the construction process. Materials,
- 1.66.5 products and equipment shall be stored and handled as prescribed by the manufacturer or as specified in the specifications in a manner to protect from damage by moisture, weather, abuse or construction operations.

1.67 Certification

The Contractor shall submit a manufacturer's certification that the material was manufactured and tested in accordance with the referenced specifications and a report of test results. The certification shall be submitted prior to material shipment.

1.68 Defective Materials

All materials not conforming to the requirements of the Technical Specifications shall be considered defective. Whether in place or not, such material shall be removed immediately from the site of the Project, unless otherwise permitted by the Owner's representative. No rejected material, the defects of which have been subsequently corrected, shall be used until approval by Owner's representative has been given. Upon failure of the Contractor to comply promptly with any order of the Owner's representative made under the provisions of Article 8, the Project Owner shall have authority to remove and replace defective materials with specified materials at the Contractor's expense.

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## LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### 1.69 Laws to be Observed

The Contractor is assumed to be familiar with all federal, state and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will, in any way, serve to modify the provisions of the Contract Documents. However, if the Contractor observes that the Plans or Technical Specifications are at variance with any relevant federal, state and local laws, codes, ordinances, and regulations, the Contractor shall give the Owner's representative prompt written notice thereof and any necessary changes shall be adjusted by an appropriate Modification. The Contractor, at all times, shall observe and comply with all federal, state and local laws, codes, ordinances, and regulations in any manner affecting the conduct of the work, and the Contractor and his Surety shall indemnify and save harmless the Project Owner and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree.

### 1.70 Permits and Licenses

Unless otherwise provided in the Special Conditions, the Contractor shall procure all permits and licenses, pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, and give all notices necessary and incidental to the due and lawful construction of the Project. The Project Owner may assist the Contractor, when necessary, in obtaining such permits and licenses. A copy of all permits and licenses procured by the Contractor shall be supplied to the Owner's representative.

### 1.71 Inspections

1.71.1 The Contractor shall determine and arrange for any and all inspections by the various public agencies in order to construct the Project.

1.71.2 The Contractor shall be responsible for providing timely notification to any and all public agencies for purposes such as inspection or approval.

### 1.72 Taxes

The Project Owner is exempt from sales, consumer, and use taxes. The Contract is awarded under appropriate exemption procedures and such taxes shall not be included in the Bid Price.

### 1.73 Patented Devices, Materials and Processes

If the Contractor is required or desires to use any design, device, invention, product, material, or process covered by letters of patent or copyright, a suitable legal agreement with the patentee or patent owner shall be provided to the Project Owner. The Contractor shall pay all license fees and royalties and assume all costs incidental to said use in construction of the Project or incorporation in the Project. The Contractor and the Surety shall indemnify and save harmless the Project Owner from any and all claims for infringement by reason of the use of any such patented design, device, invention, product, material, or process or any trademark or copyright in connection with the construction of the Project, and shall indemnify the Project Owner for any costs, expense, and damages,

including attorney fees which it may be obliged to pay for reason of any such infringement at any time during or after the completion of the Project.

1.74 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State of Illinois Department of Health or of other authorities having jurisdiction.

1.75 Safety and Protection

1.75.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby, all the work in progress, completed work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

1.75.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when construction of the Project may affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Technical Specifications or to the acts or omissions of the Project Owner or the Owner's representative or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor).

1.75.3 The Superintendent shall be the person who is responsible for prevention of accidents unless another person is designated in writing by the Contractor.

1.75.4 the Contractor shall store and dispose of volatile wastes in accordance with all federal, state, and local laws, codes, ordinances and regulations. The Contractor shall provide adequate ventilation during use of volatile or noxious substances.

1.75.5 the Contractor shall conduct cleaning and disposal operations to comply with all federal, state, and local laws, codes, ordinances and regulations. The Contractor shall not burn or bury rubbish and waste materials on the Project site.

1.75.6 All trenches crossing an access, whether private or public, shall be backfilled at the end of the day.

- 1.75.7 The Contractor shall take care to prevent spillage. Any such spillage shall be removed immediately and the area shall be cleaned. The Contractor shall immediately notify the appropriate authorities of any spillage when required by any federal, state, and local laws, codes, ordinances and regulations.
- 1.75.8 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Project Owner and the Owner's representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Project Owner and the Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Project Owner and the Contractor, or in accordance with final determination by the Owner's representative.
- 1.76 **Dust Control**  
The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. The dust abatement shall not cause mud or other nuisance conditions. All costs for dust control shall be paid by the Contractor.
- 1.77 **Roads**  
The Contractor shall not close any road to the public except by express permission of the Project Owner and of the appropriate agency having jurisdiction over the road. When any road under construction is being used by the traveling public, special attention shall be paid to keeping both the subgrade and surfacing in such condition that the public can travel over same in comfort and safety. If the Contractor constructs detours, temporary bridges or temporary stream crossings, the Contractor shall be responsible for safety on all the approaches as well as the structures of such crossings.
- 1.78 **Emergencies**  
In emergencies affecting the safety or protection of persons or the Project or property at the Project site or adjacent thereto, the Contractor, without special instruction or authorization from the Project Owner or the Owner's representative, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Owner's representative prompt notice of any emergency.
- 1.79 **Barricades, Signs and Hazard Markings**  
The Contractor shall provide, erect and maintain all necessary barricades, signs, danger signals and lights for the protection of the Project and the safety of the public. The Contractor shall comply with the provisions of any and all applicable Traffic Safety Manuals which may be published by a governmental entity having jurisdiction over the Project site. All barricades, signs and obstructions erected by the Contractor shall be illuminated at night and all devices for this purpose shall be kept burning from sunset to sunrise. The Contractor shall be held responsible for all damage to the Project due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Owner's representative may order the damaged portion immediately removed and replaced by the Contractor without cost to the Project Owner if, in the Owner's representative's opinion, such action is justified.

1.80 Use of Explosives

When the use of explosives is necessary for the construction of the Project, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed, the number and size of the charges shall be reduced. The Contractor shall provide timely written notice to the Owner's representative and the Project Owner and the proper representatives of any public service corporation, company, or individual, of any blasting which may damage property. All explosives shall be stored, handled and used in compliance with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction and all storage places shall be marked clearly "DANGEROUS EXPLOSIVES," and shall be in the care of competent individuals at all times.

1.81 Protection and Restoration of Property

1.81.1 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and shall be responsible for the preservation of all public and private property, trees, fences, monuments, underground structures, etc., on and adjacent to the Project site and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully, from disturbance or damage, all land monuments and property marks until the Owner's representative has witnessed or otherwise referenced their location, and shall not remove them until directed. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct of the Contractor's or any Subcontractor's manner, or method of executing said work, or due to the Contractor's or any Subcontractor's nonexecution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project shall have been completed and accepted by the Project Owner. The Contractor's attention is directed to the importance of protecting all public utilities encountered on the Project. These may include telephone, telegraph and power lines, cable television lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and underground utilities. Before any excavation is begun in the vicinity of any such underground utility lines, the Contract shall notify each utility company concerned in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility company concerned has designated the location of their facilities.

1.81.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the construction of the Project, or in consequence of the nonexecution thereof on the part of the Contractor or Subcontractor, the Contractor shall restore, at the Contractor's own expense, such property to a condition similar or equal to that existing before such

1.81.3 damage or injury was done or the Contractor shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or to have started action to make good such damage or injury, the Project Owner may, upon forty-eight (48) hours' notice, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any moneys due or which may become due the Contractor under the Contract Documents. The cost of damages due to the Contractor's operation or cost of protecting utilities where required to permit

construction under the Contract Documents shall be included in the original Contract Price for the Project.

1.82 Protection of Trees

1.82.1 The Contractor is responsible for the protection of all trees. All trees within or outside the permanent and temporary construction easements shall be boxed and transplanted or protected in place. Protection shall consist of adequate means to ensure

1.82.2 the tree trunks from being scarred or damaged and branches and limbs from being damaged or broken by the Contractor's operations. As a safeguard, the Contractor may construct a continuous chain link fence around all trees which are adjacent to the Work area.

1.82.3 Roots two inches and over in diameter which are exposed in the excavation of the trench and which have not been damaged shall be protected in place by wrapping with burlap sacking which has been soaked in a solution of horticultural Vitamin B-1 and water. The burlap shall be kept moist at all times with the same solution of Vitamin B-1 and water in order to keep the roots from drying out.

1.82.4 Roots which are shattered or cut due to trenching shall be cut off with a clean cut at a point which would remove the damaged portions, and sealed.

1.82.5 All trees located within the permanent easement and/or embankment areas shall be removed, boxed, and maintained in a healthy condition. Trees thus removed shall be planted outside, but adjacent to the permanent easement. Any trees that die prior to replanting shall be replaced at the Contractor's expense.

1.82.6 All trees which are located within or adjacent to the permanent easement and are deemed to be a nuisance or undesirable by the Project Owner shall be cut down and removed from the site. Removal shall include the "stump" below ground and any roots larger than 4 inches in diameter. All roots within the pipe zone and trench above, regardless of size shall be removed. Roots which are severed along the trench wall and are connected to trees not being destroyed shall be treated with copper sulfate. All work outlined above shall be included in the Contract Price.

1.82.7 The Contractor shall warrant all transplanted trees or trees planted from containers or boxes for a minimum of one year from the date of final acceptance. The tree warranty will include protection against vandalism, accident or poor maintenance.

1.82.8 The cost of replacing trees shall be based on \$250 per trunk caliper inch up to 6" caliper and \$500 per trunk caliper inch above 6" caliper. The Project Owner shall have the choice of replacing a damaged tree with one of the same value.

1.83 Surface Drainage

The Contractor shall prevent water from running into open excavations or under paved surfaces. Temporary surface drainage shall be provided whereby storm water can flow uninterruptedly in existing or established flow courses, other surface drains or temporary drains.

1.84 Rights-of-Way

The Project Owner will furnish all lands and rights-of-way required by the Contract Documents.

1.85 Use of Premises

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

1.86 Responsibility for Damage Claims

1.86.1 To the fullest extent permitted by law, the Contractor and the Surety shall indemnify and save harmless the Project Owner and the Owner's representative and all their officers, agents and employees from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Project, or through the use of unacceptable materials in the construction of the Project, or on account of any act or omission by the said the Contractor, Subcontractor, their agents and employees, or on account of the use, misuse, storage or handling of explosives, or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation laws, or any other law, by-law, ordinance, order or decree, and so much of the money due the Contractor under and by virtue of the Contract Documents, as shall be considered necessary by the Project Owner, may be retained or, in case no money is due the Contractor, the Surety shall be held until

1.86.2 such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid, shall have been concluded and satisfactory evidence to that effect furnished to the Project Owner.

1.87 The Contractor's Responsibility for The Project

1.87.1 Until the final acceptance of the Project by the Owner's representative as evidenced in writing, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, and the Contractor at the Contractor's own expense shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Project occasioned by any causes before its completion and final acceptance by the Project Owner. In case of suspension of work on the Project from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage, barricades and warning signs where necessary. The Contractor shall make good or replace at the Contractor's own expense and as required,

1.87.2 any material which may be broken, lost through fire, theft, or otherwise damaged, or in any way made useless for the purpose and use intended by these Plans and Technical Specifications prior to final payment for the Project even though such breakage, damage, loss or uselessness may result from causes beyond the control of the Contractor.



- 1.88 Liability of the Owner's representative  
In carrying out any of the foregoing provisions or in exercising any power or authority granted by the Contract Documents, the Owner's representative shall not be liable to the Contractor, either personally or as an official of the Project Owner, it being understood that in such matters the Owner's representative acts as an agent and representative of the Project Owner. However, in no way shall the Owner's representative, or the Owner's representative's agents or employees be relieved of liability arising out of preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.
- 1.89 No Waiver of Legal Rights
- 1.89.1 Inspection by the Owner's representative; any order, measurement, or certificate by the Owner's representative; any order by the Project Owner for the payment of money; any payment for or acceptance of any portion of the Project or any extension of time; or any possession taken by the Project Owner shall not operate as a waiver of any provisions of the Contract Documents, or any power therein provided, or any waiver of any other or subsequent breach. The Project Owner reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the Contract Documents. The Project Owner reserves the right to claim and recover, by process of law, sums as may be sufficient to correct any error or make good any
- 1.89.2 deficiency on the Project resulting from such error, dishonesty, or collusion upon conclusive proof of collusion or dishonesty between the Contractor and the Owner's representative discovered in the Project after the final payment has been made.
- 1.90 Temporary Facilities
- 1.90.1 The Contractor shall be responsible for providing all temporary facilities during the construction period.
- 1.90.2 The Contractor shall be responsible for locating a source of water, adequate for use for construction, drinking, sanitation and fire protection purposes, and for the costs associated therewith. The Contractor will furnish all construction water required for the Work at the Contractor's expense. The cost of construction water shall be included in the Bid Price. The Contractor shall obtain the "Permit for Hydrant Use" from the local water district.
- 1.90.3 The Contractor shall be responsible for locating a temporary source of electricity for use during the construction period, and for providing needed power to the site. The Contractor shall provide necessary transformers or other equipment, make necessary connections and provide necessary distribution lines for use by all trades during construction at locations such that power can be secured at any working area with no more than 100-foot extensions. Temporary electrical work shall meet the requirements of the National Electrical Code (NFPA 70), latest edition. The Contractor shall disconnect and remove all temporary equipment and materials upon completion of construction or conversion to permanent system, and repair all damage caused by temporary installations.

- 1.90.4 The Contractor shall provide and maintain temporary enclosures, weather barriers, heat and ventilation as necessary to properly protect and cure all portion of the Work, whether or not permanently incorporated into the project, at all times during the construction period. The Contractor shall not use solid fuel-burning space heaters, or use or leave unattended any equipment or apparatus which might create an unsafe condition.
- 1.90.5 The Contractor shall provide and maintain, throughout Project duration, adequate temporary toilet facilities in a neat and sanitary condition for all employees and authorized visitors at the site. The facilities shall be placed at locations near the Work.
- 1.90.6 Fuel storage tanks are not allowed on the Project. Refueling of machinery shall be by use of a fuel truck which shall leave when refueling is complete.
- 1.91 **Applicable Codes**  
The Contractor shall comply with all applicable codes, standards, rules and regulations of any public agency having jurisdiction over the project site or the Work to be performed. In case of conflict between any applicable codes, the one having the more stringent requirements shall govern.
- 1.92 **Limitation on the Owner's representative's Responsibility to the Contractor**
- 1.92.1 The Owner's representative will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto unless the Owner's representative directs the Contractor to use a specific mean, method, technique, sequence, or procedure of construction. The Owner's representative will not be responsible to the Contractor for the Contractor's failure to construct the Project in accordance with the Contract Documents.
- 1.92.2 The Owner's representative will not be responsible for the acts or omissions of the Contractor or of any Subcontractors, or of the agents or employees of any the Contractor or Subcontractor, or of any other persons at the site or otherwise performing any work on the Project.
- 1.92.3 Neither the Owner's representative's authority to act under the Contract Documents nor any decision made by the Owner's representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Owner's representative to the Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any work on the Project.

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## PROSECUTION AND PROGRESS

### 1.93 Supervision

The Contractor shall supervise and direct the construction of the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work necessary for the Project in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction of the Project, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, techniques, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Project complies accurately with the Contract Documents.

### 1.94 Subcontractors

The Contractor shall only employ Subcontractors in accordance with the provisions set forth below:

1.94.1 The Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the Project Owner or the Owner's representative may have reasonable objection. A Subcontractor or other person or organization identified in writing to the Project Owner and the Owner's representative by the Contractor prior to the Notice of Award and not objected to in writing by the Project Owner or the Owner's representative prior to the Notice of Award will be deemed acceptable to the Project Owner and the Owner's representative. Acceptance of any Subcontractor, other person or organization by the Project Owner or the Owner's representative shall not constitute a waiver of any right of the Project Owner or the Owner's representative to reject defective work. If the Project Owner or the Owner's representative after due investigation has reasonable objection to any Subcontractor or other person or organization proposed by the Contractor after the Notice of Award, the Contractor shall submit an acceptable substitute without an increase in Bid Price. The Contractor shall not be required to employ any Subcontractor, other person or organization against whom the Contractor has reasonable objection.

1.94.2 The Contractor shall be fully responsible for all acts and omissions of Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between the Project Owner or the Owner's representative and any Subcontractor or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the Project Owner or the Owner's representative to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. The Project Owner or the Owner's representative may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done.

- 1.94.3 The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.
- 1.94.4 All work performed for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Project Owner and the Owner's representative. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor on account of losses under policies issued pursuant to Article 5.
- 1.95 Construction of the Project  
The Contractor shall notify the Project Owner and the Owner's representative at least forty-eight (48) hours in advance of starting work on the Project site. The Contractor shall construct the Project in such a manner and with sufficient materials, equipment, and labor as is considered necessary to insure its completion within the time limits set forth in the Agreement including the specific completion dates set forth for certain Phases of the Project as well as the overall completion deadline. Should the construction of the Project for any reason be discontinued by the Contractor, the Owner's representative shall be notified at least forty-eight (48) hours in advance of resuming operations.
- 1.96 Limitations of Operations  
The Contractor shall at all times construct the Project in such manner as will insure the least practicable interference with traffic and existing utility systems. Each item of work shall be prosecuted to completion without delay and in no instance will the Contractor be permitted to transfer work forces from uncompleted work to new work without prior written notification of the Contractor to the Owner's representative. The Contractor shall not start Work to the prejudice of work already started.
- 1.97 Clean Up  
The Contractor shall be responsible for cleaning up construction debris, materials and soil on the Project. At the minimum, this clean up shall consist of removing piles of debris and excess soil on a weekly basis and removing debris along the job site on a daily basis or as directed by the Owner's representative. Clean up shall also include removal of mud and soil tracked onto the adjacent roadway immediately after the tracing and the removal mud and soil onto the adjacent sidewalk on a weekly basis. In the event that the Contractor does not perform clean up responsibilities in a manner satisfactory the Owner's representative, the Project Owner may hire an independent subcontractor to correct the deficiencies and charge the Contractor for all costs incurred.
- 1.98 Character of Workmen and Equipment
- 1.98.1 The Contractor shall employ such superintendents, foremen, and workers that are careful and competent, and the Owner's representative may demand the dismissal of any person or persons employed by the Contractor in, about, or upon the Work for misconduct, incompetence or negligence in the proper performance of their duties, or who neglects or refuses to comply with the Contract Documents and such person or persons shall not be employed again thereon without the written consent of the Project Owner. Should the Contractor continue to employ, or again employ, such person or persons, the Project Owner may withhold all estimates, which are or may become due, or the Project Owner may suspend the Work until

such orders are complied with. No preference or discrimination among citizens of the United States shall be made, except as may be required by special labor provisions. The Contractor shall furnish such equipment as is considered necessary for the construction of the Project in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and constructing any part of the Project shall be subject to the approval of the Owner's representative and shall be maintained in a satisfactory working condition. Equipment used on any portion of the Project shall be such that no injury to the Work, roadways, adjacent property, or other objects will result from its use. The Contract may be terminated if the Contractor fails to provide adequate equipment for the Project.

1.98.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

1.99 Temporary Suspension of Work on the Project

The Owner's representative shall have the authority to suspend work on the Project wholly or in part because of adverse weather or other unfavorable conditions, or because of the failure on the part of the Contractor to properly construct the Project in accordance with the Contract Documents, to carry out orders or to remove defective material or work. The Contractor shall not suspend work on the Project without written authority and prior to resuming work shall give the Owner's representative adequate notice to afford opportunity to reestablish observation and inspection of work being performed.

1.100 Determination and Extension of Contract Time for Completion

1.100.1 The Contractor shall perform fully, entirely, and in a satisfactory and acceptable manner the construction of the Project, within the number of calendar days stipulated in the Bid Form and the Agreement and shall also complete designated Phases of the Project by their given completion dates. Time will be assessed against the Contractor in accordance with the Notice to Proceed.

1.100.2 In adjusting the Contract Time for the Completion of the Project, or any Phase thereof, all strikes, lockouts, unusual delays in transportation, or any condition over which the Contractor has no control, such as fires, floods, adverse weather conditions, or acts of God, and also any suspensions ordered by the Owner's representative for causes not the fault of the Contractor, shall not be included in the computation of the Contract Time for completion of the Project or any Phase thereof, nor shall the Project Owner be liable for any of the Contractor's costs associated with such delays.

1.101 Failure to Complete the Project or a Phase thereof on Time

In case the Contractor shall fail to fully perform and complete the Project or a Phase thereof in conformity with the provisions and conditions of the Contract Documents within the specified time limit, the Contractor shall and will pay to the Project Owner for each and every day of the additional time in excess of the Contract Time, the sums set forth in paragraph 3.2 of the Agreement as liquidated damages and not as a penalty. The parties agree that the Project Owner will suffer loss and damage; however, due to the uncertainty and difficulty of measuring actual damages for every day the Project or a Phase thereof

remains uncompleted and unfinished, the parties agree that said sums are a reasonable forecast of compensatory damages. The Project Owner shall recover said damages by deducting the amount thereof out of any amounts which may be due or become due the Contractor, or by an action at law against the Contractor or the Surety, or by either or both of these methods. Should the entire Completion and final acceptance of the Project pursuant to the Contract Documents, together with any Modifications to the Contract Documents or additions to the Project, be delayed beyond the times herein set, it is understood and agreed that aside from any other penalty or damage, all costs of the owner's representative and inspection on behalf of the Project Owner which are incurred after the Contract Time has elapsed may be charged to the Contractor and be deducted from any estimate or payment otherwise due and payable.

1.102 Adjustment for Suspended Work

In the event the Contractor is ordered by the Owner's representative, in writing, to suspend work for some cause over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the date set out in the written order for work to cease until the date of the order for work to resume. Claims for such compensation shall be filed with the Owner's representative within ten (10) days after date of the order to resume work or such claims will not be considered. The Contractor shall submit with such claims written documentation of the amounts claimed. After receiving the relevant information from the Owner's representative, the Project Owner shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, delays due to failure to obtain a Surety, for suspensions made at the request of the Contractor, or for any other delay provided for in the Plans or Technical Specifications.

1.103 Termination of Contract

1.103.1 The Contract, of which these General Conditions form a part, may be terminated by the Project Owner for the following reasons:

- a. Failure of the Contractor to start construction of the Project on the date given in the Notice to Proceed;
- b. Substantial evidence that the progress being made by the Contractor is insufficient to complete the Project or a Phase thereof within the specified time;
- c. Deliberate failure on the part of the Contractor to observe any requirement of the Contract Documents;
- d. Failure of the Contractor to promptly make good any defects in materials or work or any defects of any other nature, the correction of which has been directed in writing by the Owner's representative;
- e. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetuating fraud on the Project Owner in the construction of the Project;
- f. The insolvency or bankruptcy of the Contractor
- g. If any final judgement against the Contractor remains unpaid for a period of ten (10) days;

- h. If the Contractor makes an assignment for the benefit of creditors;
- i. If a trustee or receiver is appointed for the Contractor or for any of the Contractor's property;
- j. If the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- k. If the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment;
- l. Failure of the Contractor to substantially complete a phase of the Project by the dates set forth in the Agreement;
- m. If the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
- n. If the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- o. If the Contractor disregards the authority of the Owner's representative; or
- p. If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents. Before the Contract is terminated, the Contractor and the Surety will first be notified in writing by the Project Owner of the conditions which make termination of the Contract imminent. Seven (7) days after this is given, if a satisfactory effort has not been made by the Contractor to correct the conditions, the Project Owner may declare the Contract terminated and notify the Contractor and the Surety accordingly. Upon receipt of notice from the Project Owner that the Contract has been terminated, the Contractor shall immediately discontinue all operations. The Project Owner may then proceed with construction of the Project in any lawful manner until it is finally completed. The Project Owner may exclude the Contractor from the Project site and take possession of the Project and of all the Contractor's tools, appliances, construction equipment and machinery at the Project site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate into the Project all materials and equipment stored at the Project site or for which the Project Owner has paid the Contractor but which are stored elsewhere, and finish the Project as the Project Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Project is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services including attorney's fees, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Project Owner. Such costs incurred by the Project Owner shall be verified by the Owner's representative and incorporated in a Change Order, but in finishing the Project, the Project Owner shall not be required to obtain the lowest figure for the work performed in completing the Project.

1.103.2 Where the Contractor's services have been terminated by the Project Owner, the termination shall not affect any rights of the Project Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of any amounts due the Contractor by the Project Owner will not release the Contractor from liability.

1.103.3 Upon seven days' written notice to the Contractor and the Owner's representative, the Project Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work performed and any expense sustained plus reasonable termination expenses.

1.104 Cooperation with Other Contractors

In connection with the construction of the Project under the Contract Documents, the right is reserved to award any work not included in the Contract Documents, to any other person for performance during the Contract Time, or to perform such work with the Project Owner's forces, and the Contractor shall cooperate in order to minimize the interference therewith, as directed by the Owner's representative.

1.105 Coordination of Work With Other Contractors

The Contractor shall be responsible for coordinating the work with the work of other persons working in the area of the Work. The Contractor shall exclude from the bid all additional work due to such work by others. However, the Contractor is hereby instructed to plan for reasonable alternative measures which could be implemented as extra work to accommodate the possible concurrent construction projects as set forth in the Special Conditions.

1.106 Termination of the Contractor's Responsibility

Performance pursuant to the Contract Documents will be considered complete when all Work for the Project has been finished, the final inspection made and the Project finally accepted by the Owner's representative and the Project Owner, all claims for payment of labor, materials, or services of any kind used in connection with the Project have been settled by the Contractor or the Surety, and final payment has been made by the Project Owner. The Contractor will then be released from further obligation except as set forth in the Surety Bonds and elsewhere in the Contract Documents. Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or workmanship within the warranty period. Corrections during said warranty period shall be made in accordance with the provisions of paragraph 12.5.

\* \* \* \*



## MEASUREMENT AND PAYMENT

### 1.107 Schedule of Values

Within 10 days after the Notice to Proceed, the Contractor shall submit to the Owner's representative a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner's representative may require. This schedule shall be approved by the Owner's representative and the Project Owner and shall be used as a basis for reviewing the Contractor's Applications for Payment. Each change order shall be a separate item of Schedule of Values included in the Application for Payment.

### 1.108 Measurement of Quantities

The determination of quantities of work, acceptably completed under the terms of the Contract Documents, will be made by the Owner's representative and based on measurements taken by the Owner's representative. These measurements will be taken according to the United States standard measure. All surface and linear measurements will be taken horizontally unless otherwise shown on Drawings or specified. Structures shall be measured as shown on the Drawings. When base course, topsoil, surface course, or any materials are measured by the cubic yard in the vehicle, such measurement shall be taken at the point of delivery. The capacity of all vehicles shall be plainly marked on said vehicle and the capacity or marking shall not be changed without permission of the Owner's representative. The Owner's representative may require all vehicles to have uniform capacity.

### 1.109 Scope of Payment

The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the Project and for performing all Work contemplated and embraced under the Contract Documents, the required bonds and insurance policies; also for loss or damage arising from the nature of the Project, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the construction of the Project until the final acceptance by the Owner's representative and the Project Owner, and for all risks of every description connected with the construction of the Project, for all expenses incurred in consequence of the suspension or discontinuance of the Work on the Project as herein specified, and for any infringement of patent, trademark, or copyright; and for completing the Project according to the Contract Documents. Neither the payment of any estimate nor of any retainage shall relieve the Contractor of any obligations to make good any defective work or material. No moneys, payable under the Contract Documents, or any part thereof, except the estimate for the first month or period, shall become due and payable if the Project Owner so elects, until the Contractor shall satisfy the Project Owner that all materials and equipment used in or upon the Project and labor done in connection therewith have been paid for, and the Project Owner may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any monthly or final estimate excepting the first estimate. In the event the Surety on any Contract, Performance or Payment Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in Illinois revoked or in any manner becomes unacceptable to the Project Owner, the Project Owner may withhold payment of any estimate filed or approved by the Owner's representative until the Contractor has given a good and sufficient Bond in lieu of the Bond so executed by such Surety.

- 1.110 Change in Contract Price  
The Contract Price may only be changed by a Modification. When the Contractor and the Project Owner agree upon a price for changed work by way of a Work Order, the price set forth in the Work Order shall include all costs of the change including any direct, indirect, and impacted costs attributable to the change.
- 1.111 Payment for Increased or Decreased Quantities  
When alterations in the Plans or quantities of work not requiring Supplemental Agreements are ordered and performed, the Contractor shall accept payment in full at the Contract Price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving Supplemental Agreements will be paid for as stipulated therein.
- 1.112 Payment For Deleted Items  
The Owner's representative or the Project Owner have the right to cancel, alter or suspend portions of the Project relating to the construction of any item or items therein by the payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation, alteration, or suspension. The Contractor shall accept payment in full at the Contract unit prices or schedule of values for any work actually performed prior to the date of cancellation, alteration, or suspension of the Work. No allowance will be made for anticipated profits in reimbursements to the Contractor for deleted items of Work. Acceptable materials ordered by the Contractor or delivered to the Project site prior to the date of cancellation, alteration, or suspension of the Work on the Project will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Project Owner. The Contractor shall submit immediately certified statements covering all money expended in preparation for any deleted item, and shall be reimbursed for any money expended in preparation for any Work on any deleted item if it is the type of preparation for which the Contractor would have been reimbursed for under the Contract Documents had the item been completed.
- 1.113 Extra Work  
Extra work, for which no price is provided in the Bid, shall be covered by a Modification to be signed by the Contractor and the Project Owner before such extra work is commenced. The Contractor shall make no claim for work done unless performed on written order and in accordance therewith. Work performed prior to a written order will not be paid for.
- 1.114 Time Adjustment  
If the Project Owner and the Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Owner's representative for determination.
- 1.115 Application for Payment  
On or before the 5th day of each month, the Contractor shall submit to the Owner's representative for review and approval an Application for Payment filled out and signed by the Contractor covering the Work completed through the last day of the prior month and accompanied by such supporting documentation as is required by the Contract Documents and as the Owner's representative may reasonably require. Materials on hand but not completely in place may only be included for payment if authorized in the Special Conditions. Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payments received on account of the

Work performed have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment.

- 1.116 The Contractor's Warranty of Title  
The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Project Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions are referred to as "Liens").
- 1.117 Review of Applications for Payment  
The Owner's representative will, within five days after receipt of each Application for Payment, either indicate in writing a recommendation for payment and present the Application for Payment to the Project Owner, or return the Application for Payment to the Contractor indicating in writing the Owner's representative's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application for Payment.
- 1.117.1 The Owner's representative's recommendation of any payment requested in an Application for Payment will constitute a representation by the Owner's representative to the Project Owner, based on the Owner's representative's on-site observation of the Work in progress as an experienced and qualified professional and on the Owner's representative's review of the Application for Payment and the accompanying data and schedules that the Work on the Project has progressed to the point indicated; that, to the best of the Owner's representative's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation), and that the Contractor is entitled to payment of the amount recommended.
- 1.117.2 The Owner's representative's recommendation of final payment will constitute an additional representation by the Owner's representative to the Project Owner that the conditions precedent to the Contractor's being entitled to final payment have been fulfilled.
- 1.118 Change of Application for Payment  
The Owner's representative may refuse to recommend the whole or any part of any payment if, in the Owner's representative's opinion, it would be incorrect to make such representations to the Project Owner. The Owner's representative may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the Owner's representative's opinion to protect the Project Owner from loss because:
- 1.118.1 The work is defective, or the completed Project, or a portion thereof, has been damaged requiring correction or replacement.
- 1.118.2 Written claims have been made against the Project Owner or Liens have been filed in connection with the Project.

- 1.118.3 The Contract Price has been reduced because of Modifications.
- 1.118.4 The Project Owner has been required to correct defective work or complete the Project in accordance with paragraphs 8.8 or 10.11.
- 1.118.5 Of the Contractor's unsatisfactory prosecution of construction of the Project in accordance with the Contract Documents, or
- 1.118.6 The Contractor's failure to make payment to Subcontractors, or for labor, materials or equipment.

1.119 Progress Payments

- 1.119.1 No payment except final payment will be made for a sum less than \$1,000.00. The estimates will be approximate only, and all partial or monthly estimates and payments shall be subject to correction following discovery of an error in any previous estimates. Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the Project completed previous to the final payment, there will be deducted from the first estimate rendered after the discovery of such defective work an amount equal in value to the defective or questioned Work, and this Work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.
- 1.119.2 Measurement of items will be made for monthly progress payments of Work set forth in the Contract Documents or as specifically set forth in the Special Conditions and for items added by a Modification.
- 1.119.3 All other items shall be paid for at the respective unit prices shown on the Bid Form based on materials complete in place. For lump sum bid items, payment shall be based on the percentage of the lump sum item completed. Payment for major lump sum items shall be in accordance with the schedule of values.
- 1.119.4 Payment for individual items shall include payment for the preparatory or other work incidental to the completed installation (e.g. subgrade preparation and compaction, formwork, backfill, clean-up, etc.).

1.120 Final Inspection

Upon written notice from the Contractor that the Project is complete, the Owner's representative will make a final inspection with the Project Owner and the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Project is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

1.121 Final Application for Payment

After the Contractor has completed all such corrections to the satisfaction of the Owner's representative and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents all as required by the Contract Documents, and after the Owner's representative has indicated that the Project is acceptable, the Contractor may make final application for Payment following the procedure for progress payments. The final

Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the Owner's representative may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the Project Owner) of all Liens arising out of or filed in connection with the Project. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, the Contractor may furnish a Bond or other collateral satisfactory to the Project Owner to indemnify the Project Owner against any Lien.

1.122 Final Payment and Acceptance

If the Owner's representative is satisfied that the Project has been completed and the Contractor has fulfilled all obligations under the Contract Documents, the Owner's representative will recommend payment and present the Application for Payment to the Project Owner. Thereupon the Owner's representative will give written notice to the Project Owner and the Contractor that the Project is acceptable subject to continuing obligations under the Contract Documents. Otherwise, the Owner's representative will return the Application for Payment to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application for Payment. All prior partial estimates and progress payments shall be subject to correction in the final estimate and payment. If the Application for Payment and accompanying documentation are appropriate as to form and substance, the Project Owner shall, within thirty days after receipt thereof, cause publication to commence of Notice of Final Settlement in accordance with the Project Owner's statutory requirements. In the event no claims are made against the Contractor in response to said publication, the Project Owner shall pay the Contractor the amount of final payment recommended by the Owner's representative in accordance with the Notice of Final Settlement. In the event claim(s) are made against the Contractor, the Project Owner shall withhold double the amount of any asserted claim(s) against the Contractor until said claims have been resolved; however, the Project Owner shall pay the Contractor the balance of the final payment. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the Project Owner from all claims or liability arising from the construction of the Project under the Contract Documents.

1.123 Payments

On or about the 5th day of the month following the receipt by the Project Owner of an Application for Payment approved by the Owner's representative, the Project Owner will pay the Contractor the amount approved in accordance with Article 5 of the Agreement.

1.124 The Contractor's Continuing Obligation

1.124.1 The Contractor's obligation to construct the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Owner's representative, nor any payment by the Project Owner under the Contract

1.124.2 Documents, nor any use or occupancy of the Project or any part thereof, nor any act of acceptance by the Project Owner, nor any correction of defective work by the Project Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or release of the Contractor's obligation to construct the Project in accordance with the Contract Documents.

\* \* \* \*

WARRANTY AND GUARANTEE; ACCESS TO PROJECT; CONTINUATION OF WORK; PARTIAL UTILIZATION

1.125 Warranty and Guarantee

The Contractor warrants and guarantees to the Project Owner and the Owner's representative that all work for construction of the Project will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in the Contract Documents.

1.126 Access to Project

The Owner's representative, other representatives of the Project Owner, testing agencies and governmental agencies with jurisdictional interests shall have access to the Project at reasonable times for their observation, inspection and testing. The Contractor shall provide proper and safe conditions for such access.

1.127 Continuing Work on the Project

The Contractor shall carry on the work on the Project and maintain the progress schedule during all disputes or disagreements with the Project Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Project Owner may otherwise agree in writing.

1.128 Warranty Period

1.128.1 Prior to the expiration of the warranty, the Project Owner will make visual inspection of the project to determine whether correction of any of the Work is required. The Contractor shall attend such inspection if requested by the Project Owner. The cost of such inspection shall be included in the bid price and no additional cost shall be paid to the Contractor.

1.128.2 If within the warranty period set forth in the Special Conditions or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any defective work is found, the Contractor shall promptly, without cost to the Project Owner and in accordance with the Project Owner's written instructions, either correct such defective work, or, if it has been rejected by the Project Owner, remove it from the site and replace it with nondefective work.

1.128.3 If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Project Owner may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor. The Contractor shall also pay for any damage done to other work, other property or persons which occurred as a result of the defective work within the correction period.

\* \* \* \*

WORK BY OTHERS

1.129 Work by Others

1.129.1 The Project Owner may perform additional Work related to the Project, have additional Work performed by utility service companies, or let other direct contracts therefor. The Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or the Project Owner, if the Project Owner is performing the additional Work with the Project Owner's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.

1.129.2 If any part of the Contractor's work for construction of the Project depends for proper execution or results upon the Work of any such other contractor or utility service company (or the Project Owner), the Contractor shall inspect and promptly report to the Owner's representative in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with the Contractor's work for construction of the Project, except for latent or nonapparent defects and deficiencies in the other work.

1.130 Coordination with Others

The Contractor shall do all cutting, fitting and patching of his work for the Project that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Owner's representative and the others whose work will be affected.

\* \* \* \*



MISCELLANEOUS

- 1.131 Giving Notice  
Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of the person receiving the notice which is known to the giver of the notice.
- 1.132 Computation of Time  
When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a holiday, such day shall be omitted from the computation.
- 1.133 General  
Should the Project Owner, the Owner's representative or the Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 1.134 Duties and Obligations  
The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor and all of the rights and remedies available to the Project Owner and the Owner's representative thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or Completion of the Project.
- 1.135 Titles and Headings  
The titles and headings used in the General Conditions are for guidance and convenience and are not intended to control over the specific language contained in the body of the paragraphs in the event a conflict, error or discrepancy occurs. Further, titles and headings shall not limit the scope of an article or paragraph.

END OF SECTION





Drawing name: K:\CHS\_LIVE\16842007\_WalnutGlen\_Park\Drawings\00 - COVER SHEET.dwg L0.0 COVER SHEET - Sep 18, 2019 10:06am  
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# PARK IMPROVEMENT PLANS WALNUT GLEN PARK

860 WALNUT STREET  
GLEN ELLYN, IL 60137

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 COMPASS SURVEYING  
 2631 GINGER WOODS PKWY SUITE 100  
 AURORA, IL 60502  
 TEL: (630) 820-9100  
 CONTACT: SCOTT KREBS

## UTILITY AND GOVERNING AGENCY CONTACTS

**VILLAGE ENGINEERING**  
 VILLAGE OF GLEN ELLYN  
 535 DUANE STREET  
 GLEN ELLYN, IL 60137  
 TEL: (630) 547-5250  
 CONTACT: RAYMOND ULREICH, P.E., P.L.S.

**POWER COMPANY**  
 COMMONWEALTH EDISON COMPANY  
 THREE LINCOLN CENTRE, 4TH FLOOR  
 OAKBROOK TERRACE, IL 60181  
 TEL: (630) 437-2397  
 CONTACT: DERRICK ROCHELLE

**SANITARY SEWER SERVICE**  
 VILLAGE OF GLEN ELLYN PUBLIC WORKS  
 30 SOUTH LAMBERT ROAD  
 GLEN ELLYN, IL 60137  
 TEL: (630) 547-5507  
 CONTACT: RICH DAUBERT, P.E.

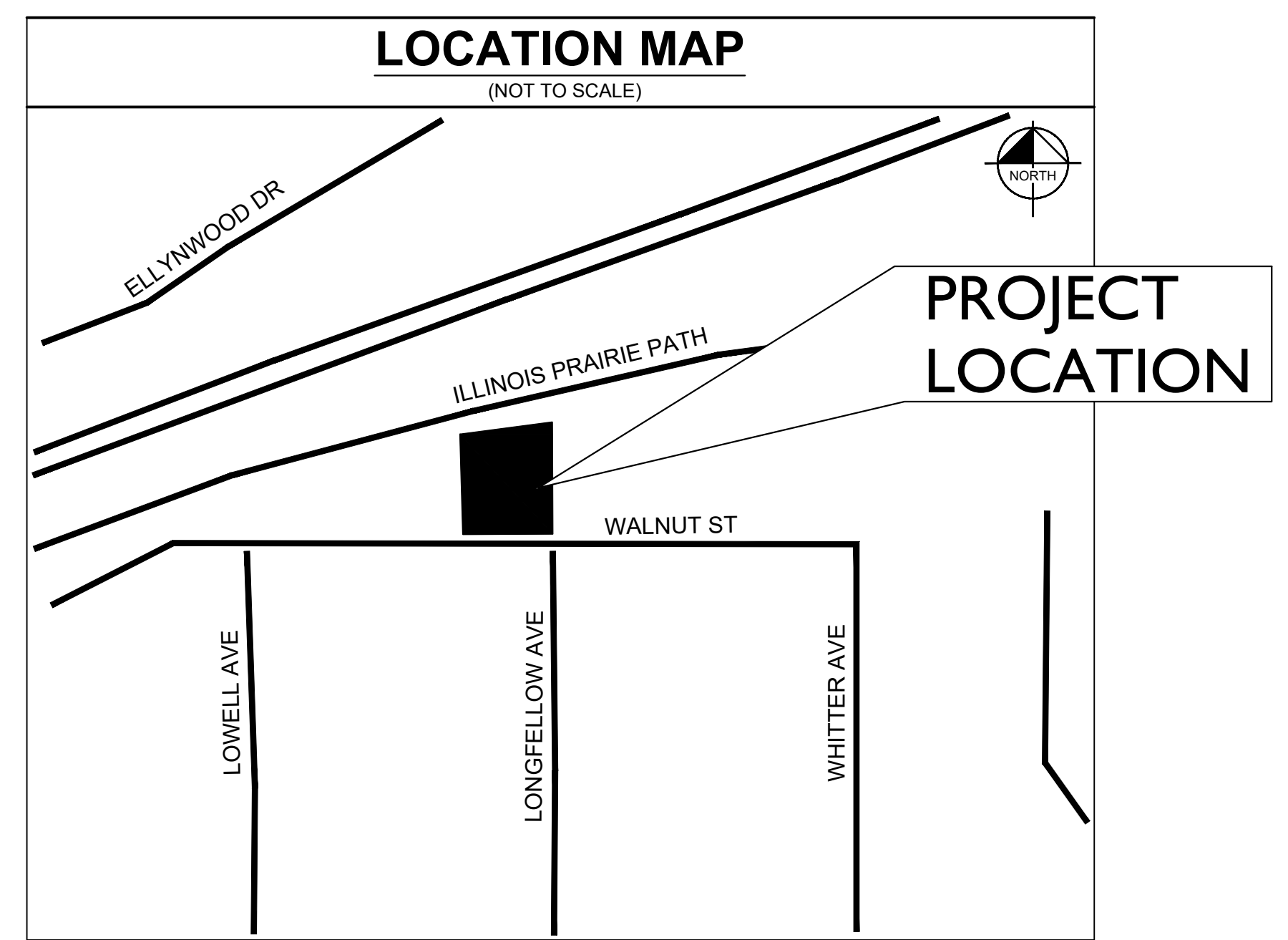
**NATURAL GAS COMPANY**  
 NICOR GAS  
 90 FINLEY RD.  
 LOMBARD, IL 60148  
 TEL: (630) 388-2362

**TELEPHONE**  
 AT&T (DISTRIBUTION)  
 TEL: (630) 573-5450

**STORM SEWER SERVICE**  
 VILLAGE OF GLEN ELLYN PUBLIC WORKS  
 30 SOUTH LAMBERT ROAD  
 GLEN ELLYN, IL 60137  
 TEL: (630) 547-5507  
 CONTACT: RICH DAUBERT, P.E.

**DUPAGE COUNTY DOT**  
 421 NORTH COUNTY FARM RD  
 WHEATON, IL 60187  
 TEL: (630) 407-6881  
 CONTACT: MIKE WISNIEWSKI

**WATER SERVICE**  
 DUPAGE COUNTY PUBLIC WORKS  
 TEL: (630) 962-4692  
 CONTACT: KEN NILES



Sheet List Table	
SHEET NUMBER	SHEET TITLE
L0.0	COVER SHEET
L1.0	DEMOLITION PLAN
L2.0	GRADING PLAN
L3.0	SITE AND LAYOUT PLAN
L4.0	CONSTRUCTION DETAILS
L5.0	LANDSCAPE PLAN
L6.0	LANDSCAPE DETAILS

(TO BE INCLUDED AT A LATER DATE)

NO.	REVISIONS	DATE	BY

**Kimley»Horn**  
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SCALE: AS NOTED  
 DESIGNED BY: CALW  
 DRAWN BY: CALW  
 CHECKED BY: KED



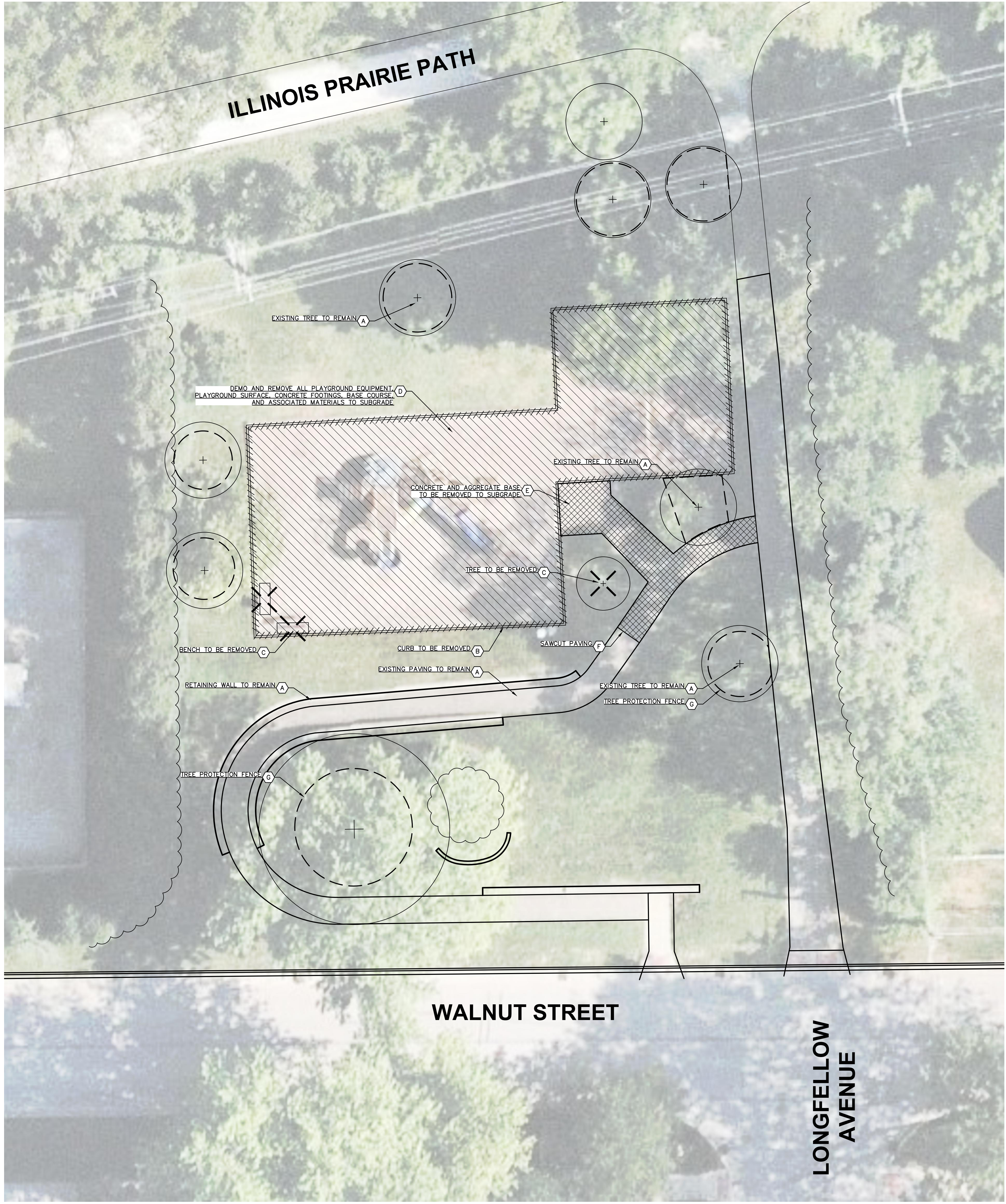
COVER SHEET

WALNUT GLEN PARK  
 860 WALNUT STREET  
 GLEN ELLYN, IL 60137

ORIGINAL ISSUE:  
 09/18/2019  
 KHA PROJECT NO.  
 16842007

SHEET NUMBER  
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Drawing name: K:\CHS\_LIVE\16842007\_WalnutPark\Design\CAD\PlanSheets\L1.0 - DEMO PLAN.dwg Sep 18, 2019 10:08am by: Chris Wilson  
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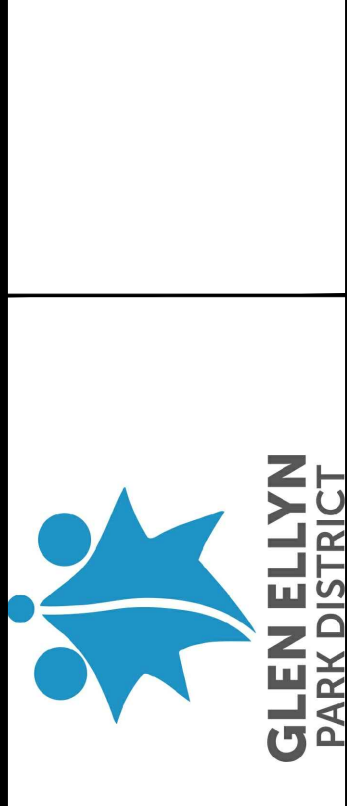
- DEMOLITION LEGEND**
- (A) ITEM TO REMAIN
  - (B) TIMBER REMOVAL
  - (C) ITEM TO BE REMOVED OR RELOCATED
  - (D) GENERAL REMOVAL
  - (E) ASPHALT PAVING REMOVAL
  - (F) SAWCUT LINE
  - (G) TREE PROTECTION FENCE

- DEMOLITION NOTES**
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED.
  - CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
  - THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR SHALL NOT DEMOLISH ANYTHING OUTSIDE THE OWNERS LEASE/PROPERTY LINE UNLESS SPECIFICALLY MENTIONED ON THIS SHEET.
  - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES.
  - IF DEMOLITION OR CONSTRUCTION ON SITE WILL INTERFERE WITH THE ADJACENT PROPERTY OWNER'S TRAFFIC FLOW, THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNER, TO MINIMIZE THE IMPACT ON TRAFFIC FLOW. TEMPORARY RE-ROUTING OF TRAFFIC IS TO BE ACCOMPLISHED BY USING IDOT APPROVED TRAFFIC BARRICADES, BARRELS, AND/OR CONES. TEMPORARY SIGNAGE AND FLAGMEN MAY BE ALSO NECESSARY.
  - QUANTITIES DEPICTED ON THIS SHEET SHALL SERVE AS A GUIDE ONLY. CONTRACTOR TO VERIFY ALL DEMOLITION QUANTITIES.
  - EROSION CONTROL MUST BE ESTABLISHED PRIOR TO ANY WORK ON SITE INCLUDING DEMOLITION.
  - THE EXTENT OF SITE DEMOLITION WORK IS AS SHOWN ON THE CONTRACT DOCUMENTS AND AS SPECIFIED HEREIN.
  - CONTRACTOR MUST RECEIVE APPROVAL FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
  - EXISTING UTILITIES, WHICH DO NOT SERVICE STRUCTURES BEING DEMOLISHED, ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH F#-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO BE BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED, TO 95% OF MODIFIED PROCTOR DENSITY WITHIN PAVED AREAS AND TO 90% OF MODIFIED PROCTOR DENSITY FOR GREEN SPACE AREAS, IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
  - UNDERGROUND UTILITIES SHOWN ARE BASED ON ATLASES AND AVAILABLE INFORMATION PRESENTED AT THE TIME OF SURVEY. CONTRACTOR SHOULD CALL 'JULIE' (1-800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY OWNER OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IMMEDIATELY. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND AS DIRECTED BY THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. PROPER NOTIFICATION TO THE OWNERS OF THE EXISTING UTILITIES SHALL BE MADE AT LEAST 48 HOURS BEFORE CONSTRUCTION COMMENCES.
  - USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST LEVEL. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION. SEE EROSION CONTROL SHEETS FOR FURTHER EROSION CONTROL REQUIREMENTS.
  - COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION OF STRUCTURES TO THE FINAL LINES AND GRADES SHOWN ON THE CONTRACT DOCUMENTS. BACKFILL MATERIAL SHALL BE IDOT APPROVED CRUSHED LIMESTONE (CA-6) OR APPROVED EQUAL. USE SATISFACTORY SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. PRIOR TO PLACEMENT OF FILL MATERIALS, ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST, FROZEN MATERIAL, TRASH AND DEBRIS. PLACE FILL MATERIALS IN HORIZONTAL LAYERS NOT EXCEEDING 9" IN LOOSE DEPTH. COMPACT EACH LAYER AT OPTIMUM MOISTURE CONTENT OF FILL MATERIAL TO 95% OF MODIFIED PROCTOR DENSITY UNLESS SUBSEQUENT EXCAVATION FOR NEW WORK IS REQUIRED.

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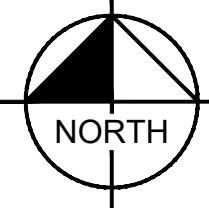
**DEMOLITION PLAN**

**WALNUT GLEN PARK**  
 860 WALNUT STREET  
 GLEN ELLYN, IL 60137

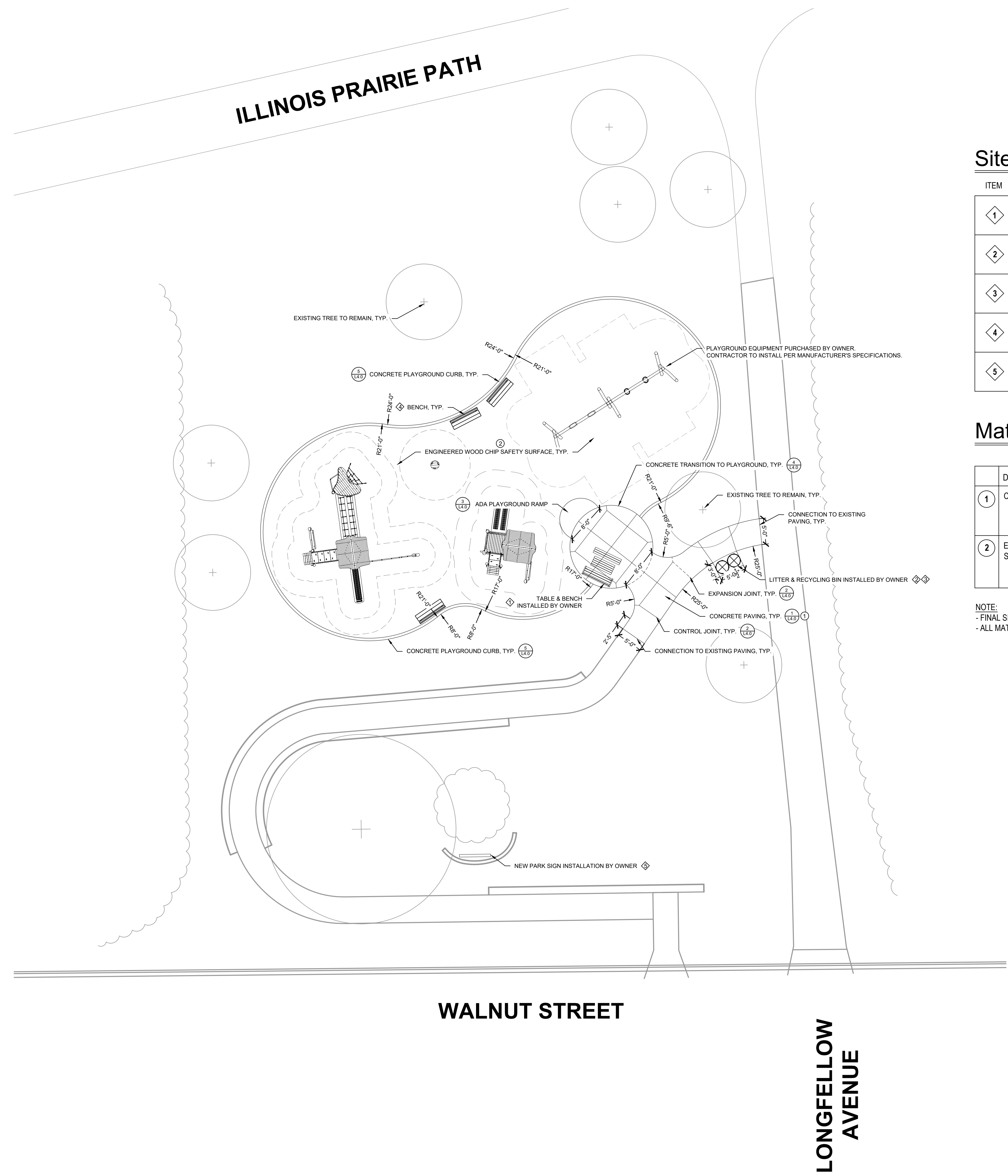
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PLAN NOTES:  
 ALL DEMO AND REMOVALS TO BE BID AS ALTERNATE.  
 EROSION CONTROL MEASURES TO BE ESTABLISHED PRIOR TO DEMOLITION UNLESS DEMOLITION IS CARRIED OUT BY OWNER.  
 CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE RUNOFF PREVENTION AND EROSION CONTROL DURING CONSTRUCTION PROCESS.  
 TREE PROTECTION FENCING TO REMAIN AS PART OF BASE BID.  
 SEE LANDSCAPE DETAILS FOR TREE PROTECTION FENCING.

Drawing name: K:\CHS\_DEVELOPMENT\16842007\_WalnutPark\16842007\_WalnutPark.dwg - SITE PLAN.dwg - L3.0 SITE AND LAYOUT PLAN - Sep 18, 2019 10:06am by: Chris Wilson  
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 NORTH  
 GRAPHIC SCALE IN FEET  
 0 5 10 20

**ILLINOIS PRAIRIE PATH**





**Site Furnishings Schedule**

ITEM	DESCRIPTION	QUANTITY	MANUFACTURER	CONTACT	MODEL	COLOR
1	TABLE & BENCH	1	INSTALL BY OWNER	-	MODEL BY OWNER	-
2	LITTER BIN	1	INSTALL BY OWNER	-	MODEL BY OWNER	-
3	RECYCLING BIN	1	INSTALL BY OWNER	-	MODEL BY OWNER	-
4	BENCH	3	BY OWNER INSTALL BY CONTRACTOR	-	CONCRETE FOOTING AND MOUNTING VARIES BY BENCH.	-
5	PARK SIGN	1	INSTALL BY OWNER	-	MODEL BY OWNER	-

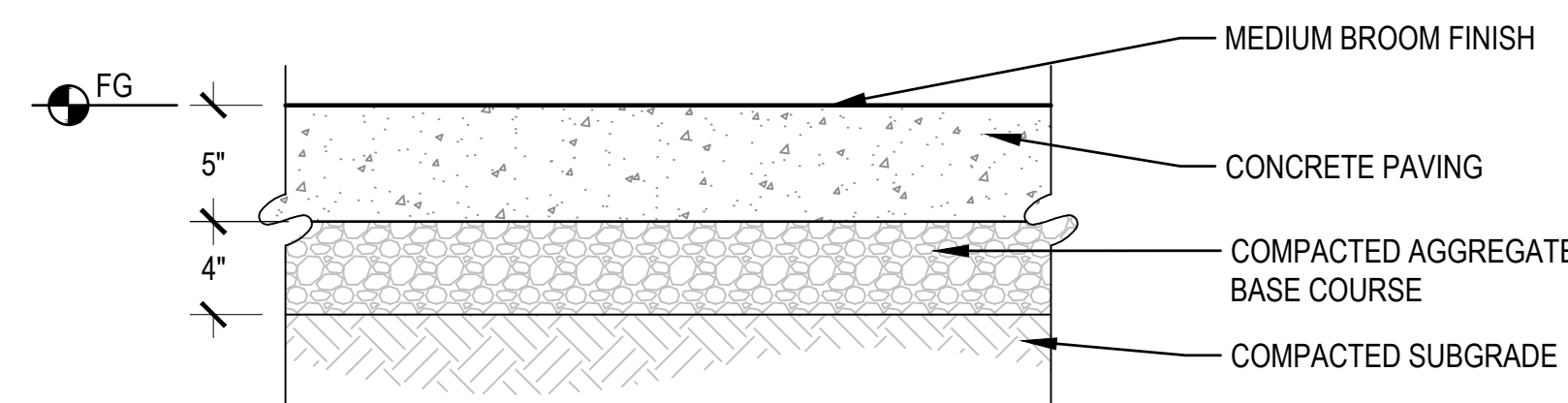
**Materials List**

	DESCRIPTION	DISTRIBUTOR	CONTACT	ITEM	FINISH
1	CONCRETE PAVING	-	-	-	PCC MEDIUM BROOM FINISH
2	ENGINEERED WOOD CHIP SAFETY SURFACE	-	-	ADA SURFACE STANDARD	NATURAL

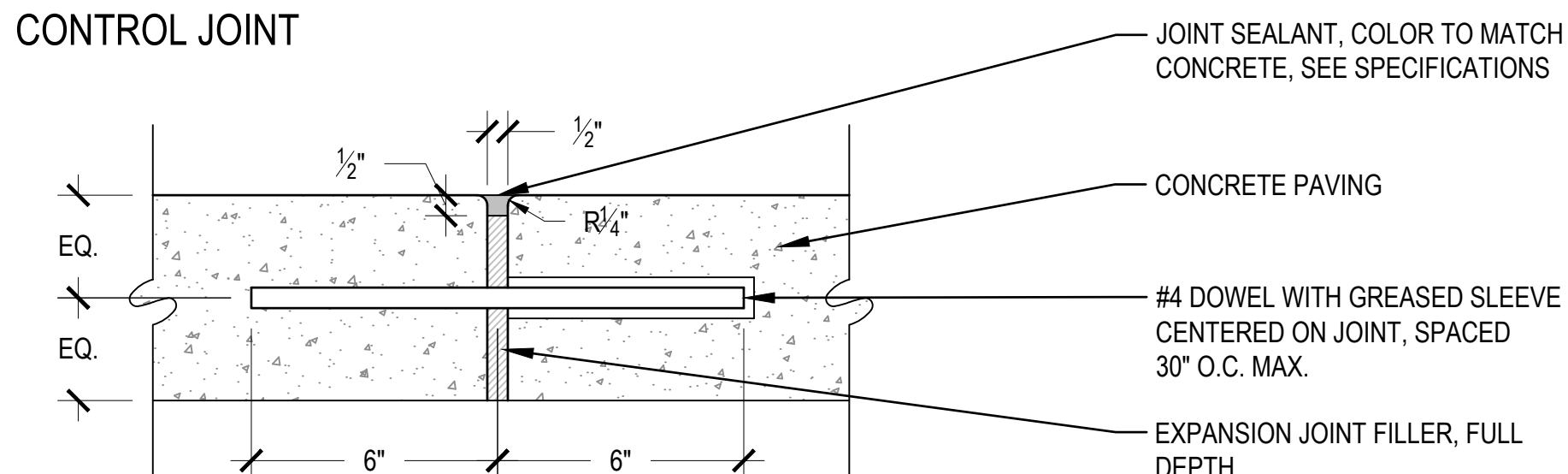
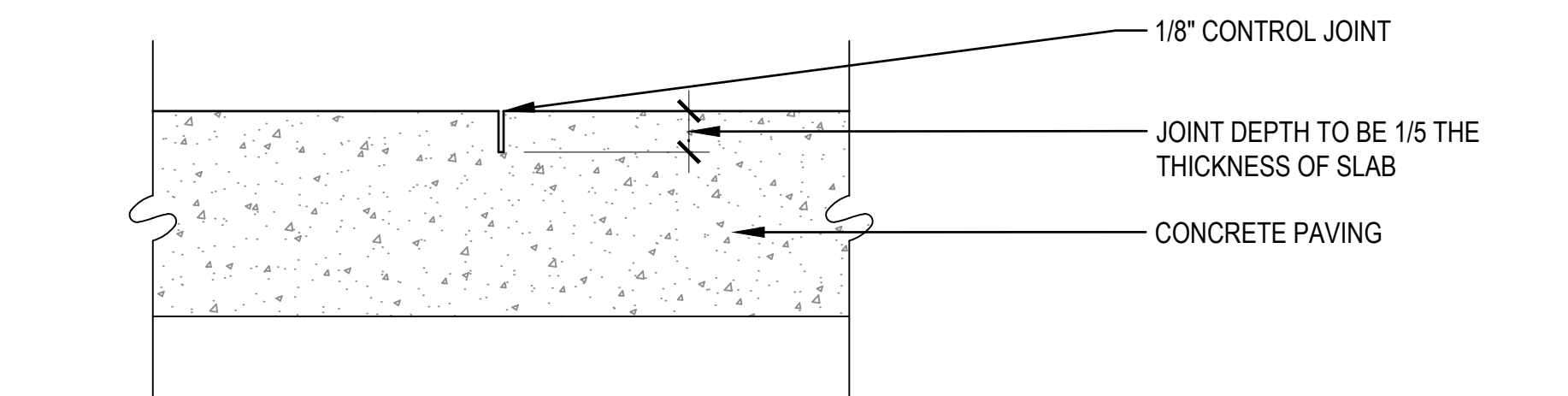
**NOTE:**  
 - FINAL SITE AMENITY LOCATIONS TO BE CHECKED AND APPROVED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.  
 - ALL MATERIALS AND SITE FURNISHINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION.

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 <b>GLEN ELLYN PARK DISTRICT</b>									
<b>SITE AND LAYOUT PLAN</b>									
<b>WALNUT GLEN PARK</b> 860 WALNUT STREET GLEN ELLYN, IL 60137									
ORIGINAL ISSUE: 09/18/2019 KHA PROJECT NO. 16842007 SHEET NUMBER <b>L3.0</b>									

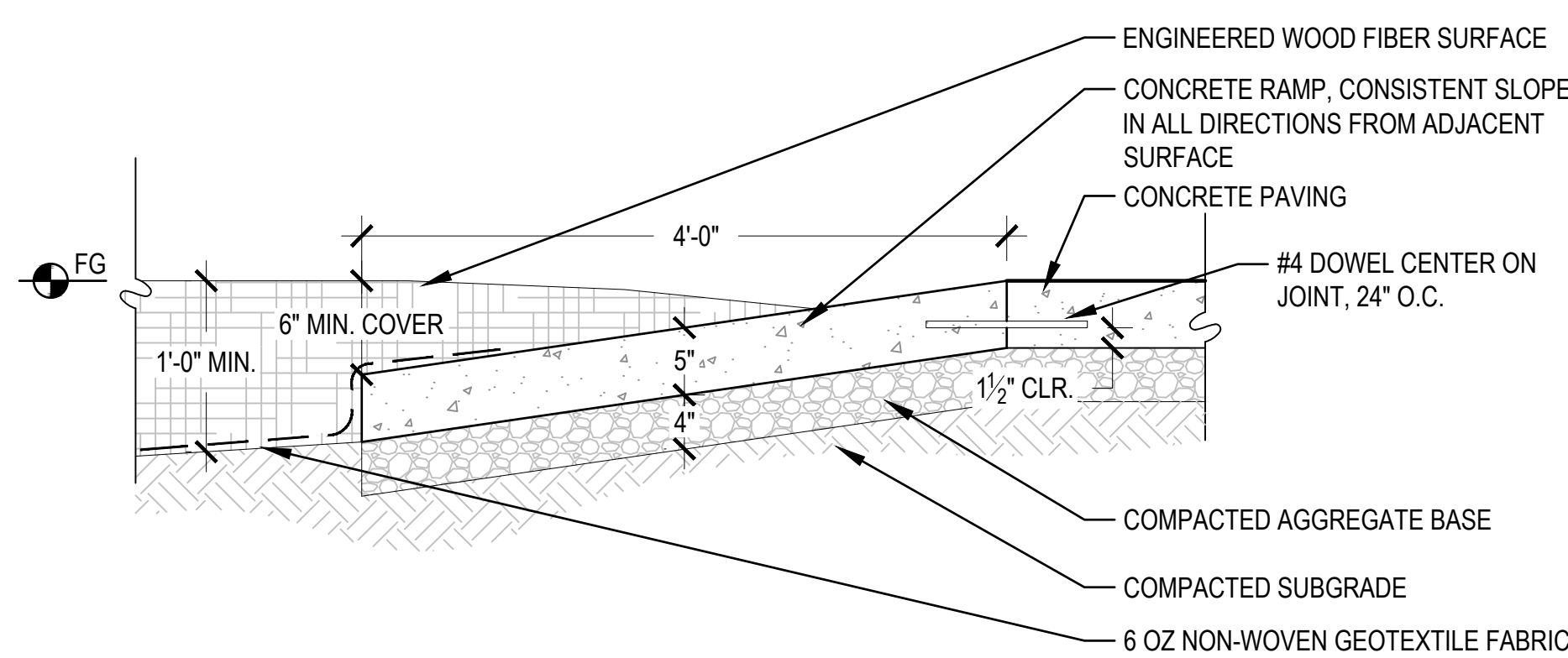
Drawing name: K:\CHS\_LDEV\16842007\_WalnutGlen\_GenEPlan\_V1.2\_Design\CAD\Plans\Sheets\L4.0 - CONSTRUCTION DETAILS.dwg L4.0 CONSTRUCTION DETAILS - Sep 18, 2019 10:06am by: Chris Wilson  
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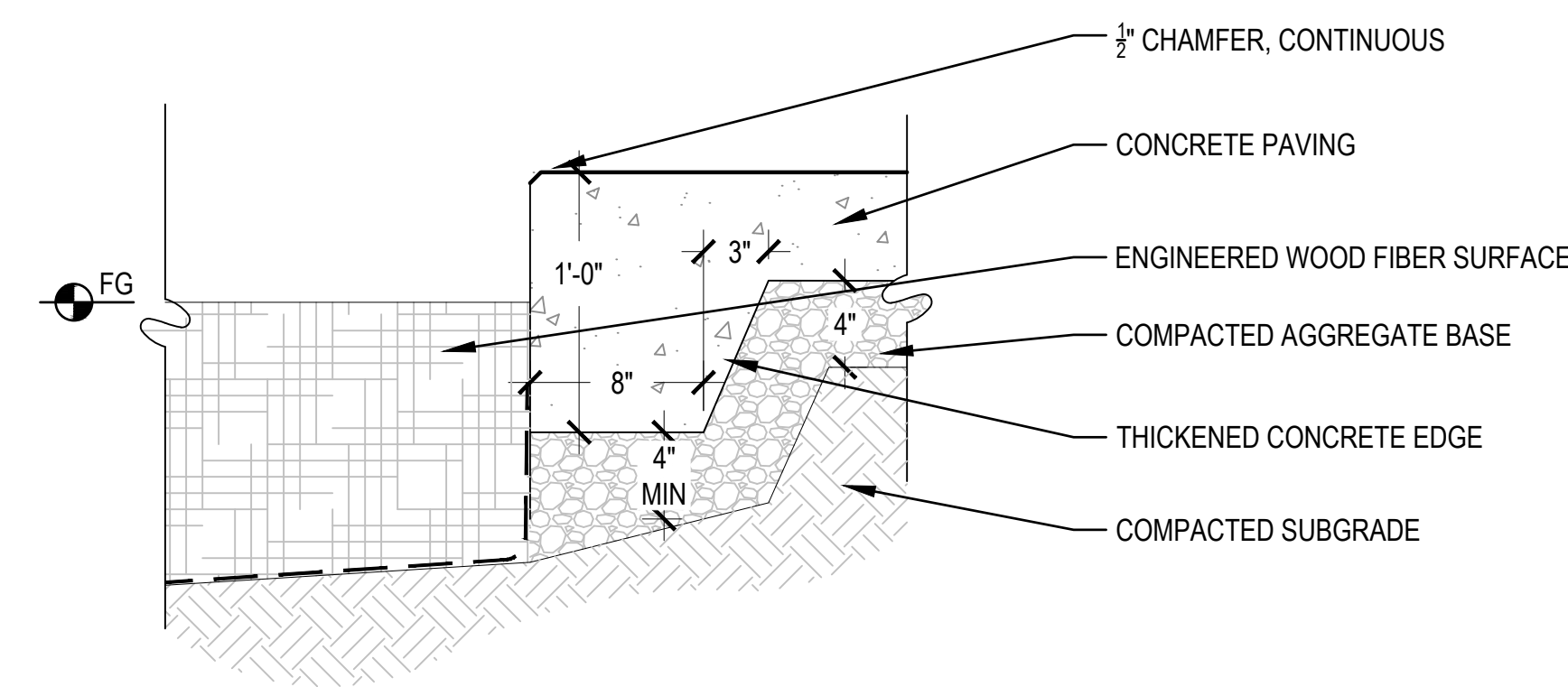
**1 CONCRETE PAVING** 1 1/2" = 1'-0"



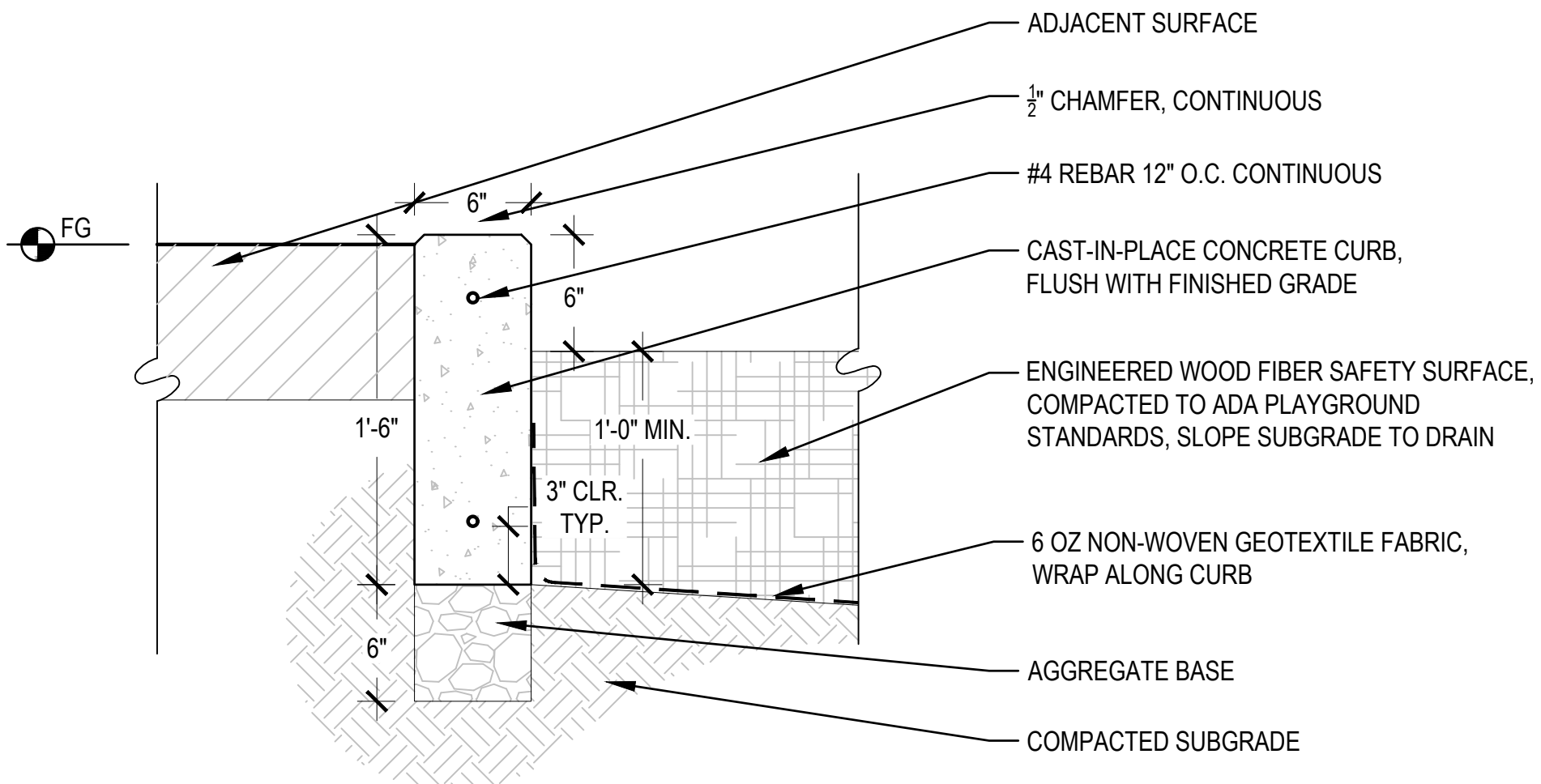
**2 PAVING JOINTS** 3" = 1'-0"



**3 PLAYGROUND CONCRETE RAMP** 1" = 1'-0"



**4 PLAYGROUND CONCRETE PAVING TRANSITION** 1 1/2" = 1'-0"



**5 WOOD FIBER PLAYGROUND CONCRETE CURB** 1 1/2" = 1'-0"

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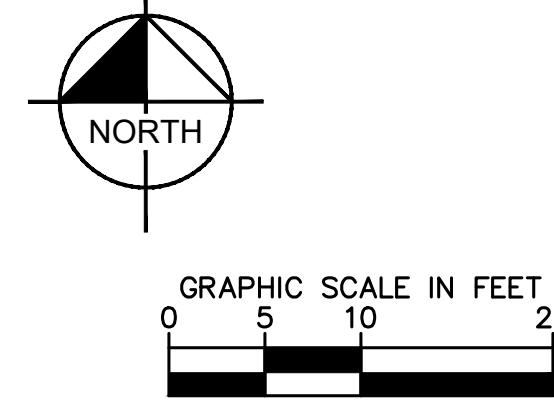
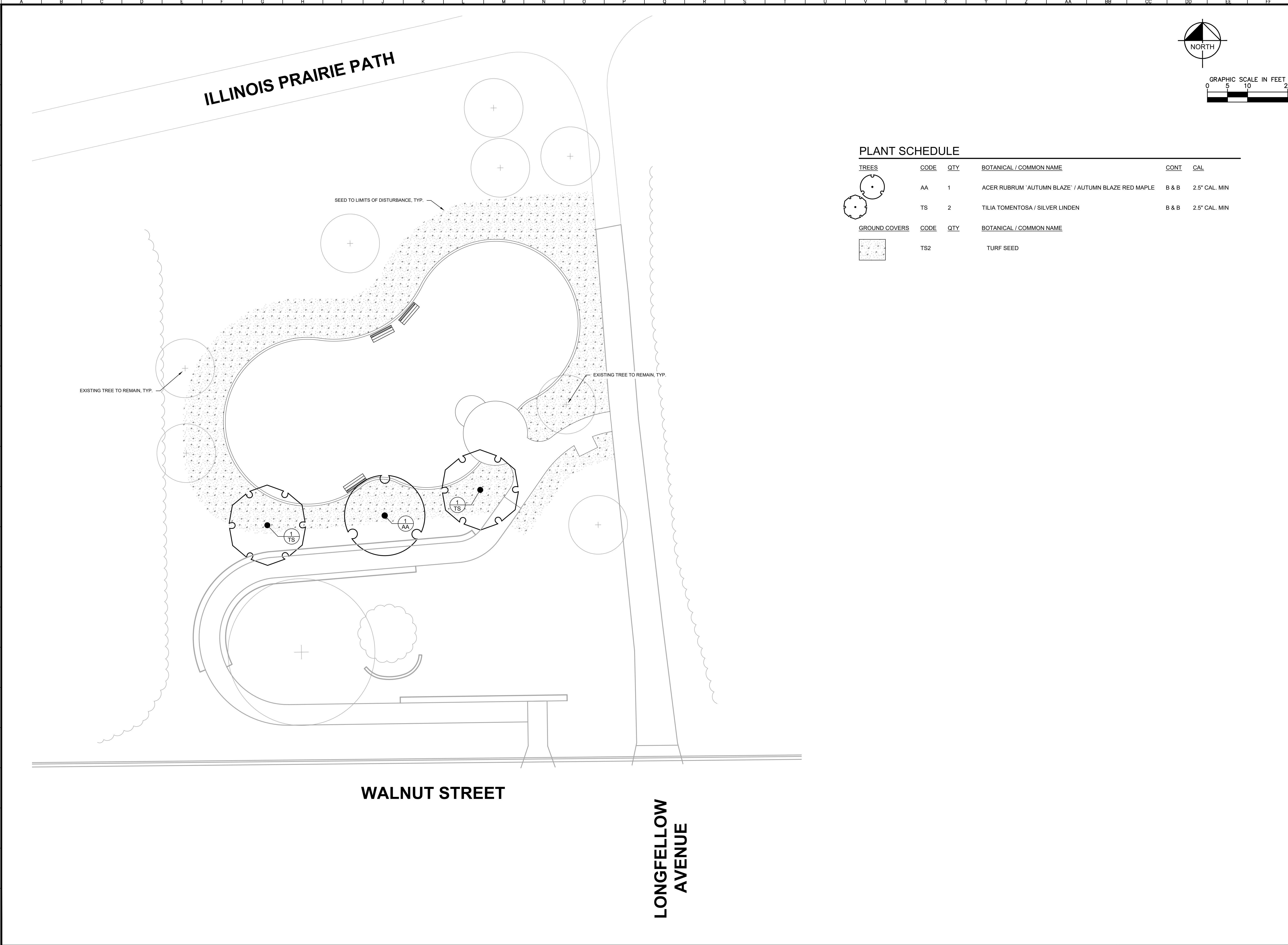


**CONSTRUCTION DETAILS**

**WALNUT GLEN PARK**  
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Drawing Name: K:\CHS\_LIVE\16842007\_WalnutGlen\_GenPlan.dwg - LANDSCAPE PLAN.dwg L5.0 LANDSCAPE PLAN Sep 18, 2019 10:06am by: Chris Wilson  
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**PLANT SCHEDULE**

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	AA	1	ACER RUBRUM 'AUTUMN BLAZE' / AUTUMN BLAZE RED MAPLE	B & B	2.5" CAL. MIN
	TS	2	TILIA TOMENTOSA / SILVER LINDEN	B & B	2.5" CAL. MIN

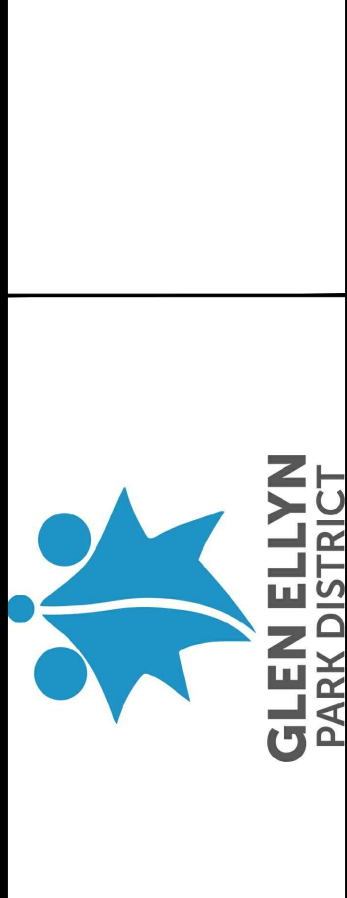
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME
	TS2		TURF SEED

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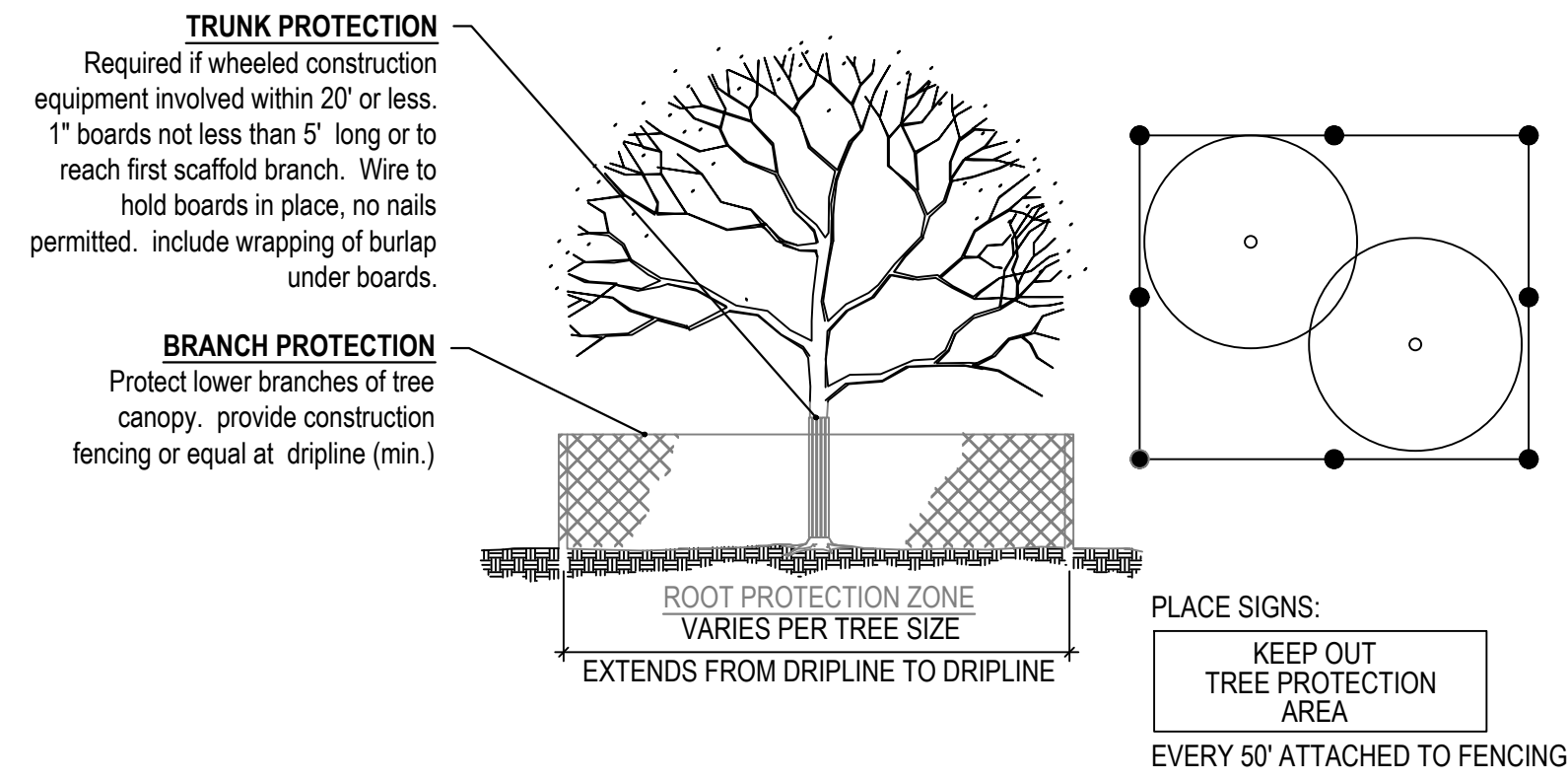
**LANDSCAPE PLAN**

**WALNUT GLEN PARK**  
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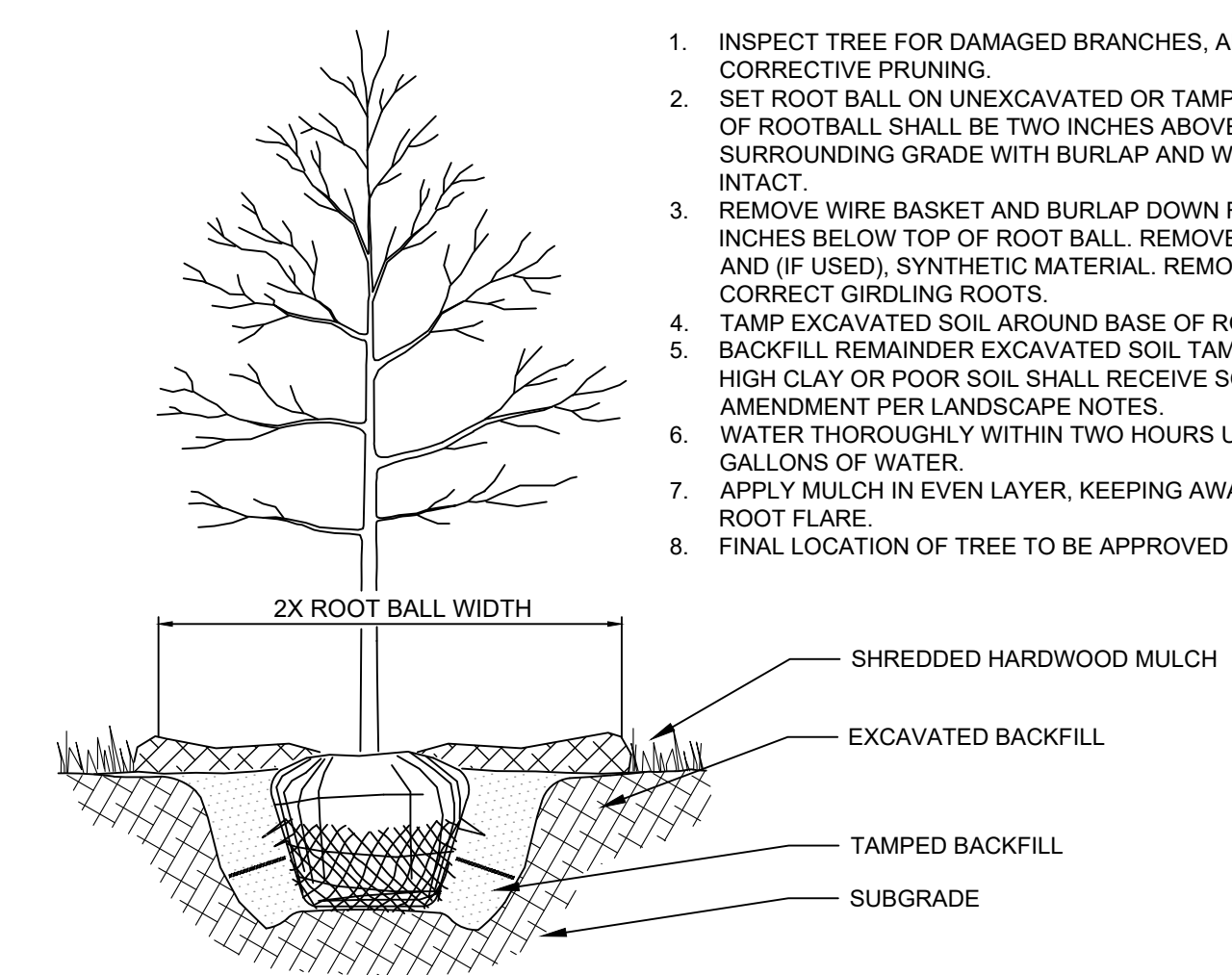
- TREE PROTECTION NOTES**
- ALL TREES TO BE PROTECTED AND PRESERVED SHALL BE PER DETAIL. GROUPING OF MORE THAN ONE TREE MAY OCCUR.
  - TREES TO BE PROTECTED AND PRESERVED SHALL BE IDENTIFIED ON THE TRUNK WITH WHITE SURVEY TAPE.
  - TO PREVENT ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN THE DRIP LINE OR WITHIN 15 FEET OF A TREE TRUNK, WHICHEVER IS GREATER.
  - TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE.
  - WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST.
  - WATERING OF PROTECTED TREES IN WHICH ROOTS WERE CUT SHALL BE PROVIDED BY THE CONTRACTOR.
  - AUGER TUNNELING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE.
  - FENCING MATERIAL SHALL ENCIRCLE ANY TREE OR SHRUB WHOSE OUTER DRIP LINE EDGE IS WITHIN 20 FEET OF ANY CONSTRUCTION ACTIVITIES.
  - FENCING MATERIAL SHALL BE BRIGHT, CONTRASTING COLOR, DURABLE, AND A MINIMUM OF FOUR FEET IN HEIGHT.
  - FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 15 FEET FROM TREE TRUNK, WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
  - ANY GRADE CHANGES (SUCH AS THE REMOVAL OF TOPSOIL OR ADDITION OF FILL MATERIAL) WITHIN THE DRIP LINE SHOULD BE AVOIDED FOR EXISTING TREES TO REMAIN. RETAINING WALLS AND TREE WELLS ARE ACCEPTABLE ONLY WHEN CONSTRUCTED PRIOR TO GRADE CHANGE.
  - REFER TO PLANS FOR FENCE STAKING LOCATIONS.

1 TREE PROTECTION NTS

**LANDSCAPE NOTES**

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
- ALL NURSERY STOCK SHALL BE WELL BRANCHED, HEALTHY, FULL, PRE-INOCULATED AND FERTILIZED. DECIDUOUS TREES SHALL BE FREE OF FRESH SCARS. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS A PART OF THIS CONTRACT.
- ALL NURSERY STOCK SHALL BE GUARANTEED, BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- AMENDED SOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 6 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 18 INCHES IN PLANTING AREAS.
- PLANTING AREA SOIL SHALL BE AMENDED WITH 25% SPHANGUM PEATMOSS, 5% HUMUS AND 65% PULVERIZED SOIL FOR ALL SHRUB, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS. AMENDED TURF AREA SOIL SHALL BE STANDARD TOPSOIL.
- SEED/SOD LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEED/SOD MIXES.
- CONTRACTOR SHALL INSTALL SHREDDED HARDWOOD MULCH AT A 3" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GROUND COVER AREAS. TREES PLACED IN AREA COVERED BY TURF SHALL RECEIVE A 4 FT WIDE MAXIMUM TREE RING WITH 3" DEPTH SHREDDED HARDWOOD MULCH. A SPADED BED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEEDED AREAS. A SPADED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
- WEED FABRIC SHALL ONLY BE APPLIED UNDER DECORATIVE STONE APPLICATIONS.
- INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
- DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
- PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
- THE OWNER'S REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFORMED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
- THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE. PLANTING AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS AT ALL TIMES.

2 LANDSCAPE NOTES NTS



3 TREE PLANTING NTS

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**LANDSCAPE DETAILS**

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