



FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
Planning & Development Department
3 S. 580 Naperville Rd.
Wheaton, IL 60189-8761
(630) 933-7200

SPECIFICATIONS AND BID PROPOSAL FOR:

**Maple Meadows Golf Preserve
Improvements
Project #Z-436-000**

DATED: February 25, 2025

(See page 1-4 for critical dates, locations and deadlines.)

SECTION 1 - INTRODUCTION

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ADDENDA
AS ISSUED

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1.A. IMPORTANT INFORMATION

Project Name: Maple Meadows Golf Preserve Improvements
 Project Number: Z-436-000
 Managing Department: Planning & Development Department
 Project Contact: Brock Lovelace, Engineering Manager
 blovelace@dupageforest.org
 630-933-7234

Description	Date	Time	Location
Bid Advertisement Online via DemandStar by Onvia, District Website, and in Print via Daily Herald	2/25/25 Tuesday	8:00 AM	District website: www.dupageforest.org/about/bids-proposals DemandStar: www.demandstar.com
Pre-Bid Conference Live Online via Microsoft Teams	3/13/25 Thursday	10:00 a.m.	To view: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTJhNjc4OWMtMGZjM_C00MDJiLWI2MmltNzY4MzBhYWE2ZDBl%40thread.v2/0?context=%7B%22Tid%22%3A%22858939f0-e15c-441e-91de-0945d6fd3a39%22%2C%22Oid%22%3A%22e985f1f8-ff2e-4fe4-a9e1-e11f10cad76c%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a
Deadline for Questions / Request for Information	3/26/25 Wednesday	5:00 PM.	Via e-mail to: blovelace@dupageforest.org
Bid Submittals Due By Mail or Dropbox (Note: late submittals will be returned unopened)	4/11/25 Friday	11:00 a.m.	District Headquarters FPDDC Administrative Offices 3S580 Naperville Road Wheaton, IL 60189 (Drop-Off Box is Located in Delivery Receiving Area. See Reference Map In Section 1.C)
Bid Opening Live Online via Microsoft Teams	4/11/25, Friday	1:00 p.m.	To view the bid opening: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjM3MmMxNzYtN2U3ZC00NTNhLWI3N2QlMDMwODU1MWNkMTNm%40thread.v2/0?context=%7B%22Tid%22%3A%22858939f0-e15c-441e-91de-0945d6fd3a39%22%2C%22Oid%22%3A%22e985f1f8-ff2e-4fe4-a9e1-e11f10cad76c%22%2C%22IsBroadcastMeeting%22%3Atrue%2C%22role%22%3A%22a%22%7D&btype=a&role=a

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To Be Submitted with the Bid (See *Section 4: Bid Submittal*):

1. Bid Submittal Checklist (found in *Sub-Section 4.A*)
2. *Bid Proposal Form* (found in *Sub-Section 4.B*)
3. *Schedule of Unit Prices* (found in *Sub-Section 4.C*)
4. *Bidder's Qualification Statement* (found in *Sub-Section 4.D*) including examples of work or other additionally required materials)
5. *Bid Security* (as outlined in *Sub-Section 1.D* and below)

IMPORTANT!

The Forest Preserve District of DuPage County procurement services and its service provider DemandStar by Onvia are the only authorized sources of bidding documents/proposal forms . Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from other sources are advised to contact the Forest Preserve District of DuPage County procurement services team to provide a contact name, mailing address phone number and email address to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the Forest Preserve District of DuPage County is prohibited.

If the bidder chooses to provide the Bid Security in the form of a Bid Bond, the bidder **MUST** use the form of Bid Bond included in the ***Section 4: Bid Submittal***. The failure to **use the required Bid Bond form** will be grounds for rejecting bidder's bid.

The District has adopted **Ordinance No. 22-132** establishing the Purchasing Policy for the FPDDC. See the District's website for full text of the ordinance at <https://www.dupageforest.org/about/bids-proposals>. Completion of the associated Bid Submittal Checklist (as found in *Sub-Section 4.A*) is required, and failure to complete the forms will be grounds for rejecting the Bidder's Bid.

END OF SUB-SECTION – IMPORTANT INFORMATION

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1.B. PRE-BID NOTICE



A **MANDATORY** Pre-Bid Conference will be held on, **Thursday, March 13, 2025 at 10:00 A.M. CST** online Via Microsoft Teams Virtual Platform for Live Events.

FAILURE TO BE PRESENT AND ATTEND THE ENTIRE MANDATORY PRE-BID CONFERENCE WILL DISQUALIFY A BIDDER FROM BIDDING ON THIS PROJECT. Note that the General Contractor must be present at the Mandatory Pre-Bid Conference in order to submit a qualified bid. However, sub-contractors do not need to be present.

Following the meeting, contractors are highly encouraged, although not required, to visit the project site located at Maple Meadows Golf Course. Site visits will be scheduled in advance on at a specified date and times with the District's Project Manager and will be on a first come first serve basis.

END OF SUB-SECTION – PRE-BID NOTICE

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1.C. BID DOCUMENT NOTICE

RETURN DOCUMENTS TO:



ADMINISTRATIVE OFFICES
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
DIVISION OF RESOURCE MANAGEMENT AND DEVELOPMENT
PLANNING DEPARTMENT
3S580 NAPERVILLE ROAD
WHEATON, IL 60189



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DROP-OFF BOX LOCATION DETAIL:



Bidder's Submittals are to be placed in a sealed envelope and delivered to the Forest Preserve District of DuPage County Administrative Offices at 3S580 Naperville Rd, Wheaton, IL 60189. Submittals may be mailed or placed in the drop-off box. Sealed bids, labeled on the outermost envelope with label from the *Section 4: Bid Submittal* of these specifications will be received at the Administrative Offices' drop-off box until **11:00 A.M. on Friday, April 11, 2025**

END OF SUB-SECTION – BID DOCUMENT NOTICE

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1.D. INSTRUCTIONS TO BIDDERS

TIME AND PLACE OF BID OPENING

Notice is hereby given that the Board of Commissioners, of the Forest Preserve District of DuPage County, Illinois, will receive sealed competitive bid submittals at its administrative offices at 3S580 Naperville Road, Wheaton, Illinois 60189 until **11:00 A.M. CST on Friday, April 11, 2025. At 1:00 P.M. CST on April 11, 2025** the bid submittals will be publicly opened and read aloud via Microsoft Teams Virtual Platform for Live Events. All interested parties are welcome to attend the Bid Opening Live Event through the link provided in Section 1.A. Bid submittals received after said date and time will not be opened. Consideration of the contract award will be made by the Board of Commissioners on **Tuesday, May 6, 2025.**

DESCRIPTION OF WORK

The work to be done for this project, shown on the Drawings entitled, "**MAPLE MEADOWS GOLF COURSE RENOVATION,**" prepared by V3 Companies, Ltd. dated DATE, and within this Specifications and Bid Proposal. The work includes, but is not limited to: surveying, erosion control installation, demolition, tree removal, earth excavation and shaping, golf feature construction, drainage system installation, finish grading and seeding, complete irrigation system installation, cart path installation and parking lot reconstruction.

See *Sub-Section 1.F: Completion Dates* for project completion dates. It is anticipated that the contract will be considered for award on **Tuesday, May 6, 2025.**

GENERAL INSTRUCTIONS

Examination and Procurement of Documents: The contract documents, including Plans and Specifications for said construction, are available on the District's website: www.dupageforest.org under "Bids and Proposals" in the "Quick Links" heading at the bottom of the home page or through DemandStar by Onvia at www.demandstar.com.

Basis of Bids Required: Bids shall be submitted on a unit price/lump sum basis. Bidders will be required to submit a Bid for the entire Project. Partial Bids on individual or segregated items will not be accepted.

The Bidder shall submit his bid on the *Bid Proposal Form* and *Schedule of Unit Prices*, from *Section 4: Bid Submittal* of these specifications, in a sealed envelope with a label per *Section 4: Bid Submittal* of these Specifications.

The *Bid Proposal Form* and *Schedule of Unit Prices* shall be executed properly and all writing shall be with ink or typewriter, except the signature of the Bidder which shall be written in ink.

The Bidder shall specify in figures, in the places provided, a total price for each of the separate items called for in the *Bid Proposal Form* and a unit price and total price for each of the separate items called for in the *Schedule of Unit Prices*, from *Section 4: Bid Submittal* of these specifications.

Qualification Statement: The Bidder shall complete and certify the *Bidder's Qualification Statement* from *Section 4: Bid Submittal* of these specifications, which is contained herein as part of the contract documents and shall submit the *Bidder's Qualification Statement* with the sealed bid.

Bid Security: The Bidder shall submit a *Bid Security* as specified in this sub-section below.

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Bid Withdrawal: No bid submittals shall be withdrawn after the date of the bid opening for a period of sixty (60) calendar days without written consent of the Owner.

The Owner reserves the right to defer acceptance of any Bid Submittal for a period not to exceed sixty (60) calendar days after the date bid submittals are opened.

Requests for Information (RFI): All RFIs must be submitted to the Owner prior to the deadline indicated in *Sub-Section 1.A: Important Information* of these Specifications. All questions will be answered by the Owner or their Consultants as appropriate. All Bidders shall review plans, specifications and project conditions prior to the Deadline for Questions so that he or she can submit questions for response.

REJECTION OF BID SUBMITTALS

The Owner reserves the right to reject any and all bid submittals, to waive informalities or technicalities in any Bid, and to award the Contract in the best interest of the Owner and the Public.

BID SECURITY

A properly certified check, bond draft, cashier's check or bid bond payable to the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY for not less than ten percent (10%) of the amount of the grand total bid shall be submitted with each bid. The bid security shall be forfeited if the lowest responsible bidder awarded the contract fails, or refuses, to (a) enter into a Contract; (b) furnish performance and labor and material payment bonds equal to 100% of the contract amount; (c) furnish a construction schedule; or (d) provide the required insurance information after the successful bidder's bid submittal is accepted. **IF THE BID SECURITY IS FURNISHED IN THE FORM OF A BID BOND, THE BID BOND MUST BE IN THE FORM PROVIDED BY THE OWNER IN THIS BID INVITATION. THE FAILURE TO USE THE REQUIRED BID BOND WILL RESULT IN THE REJECTION OF THE BIDDER'S BID SUBMITTAL AS A NON-RESPONSIVE BID.**

PRE-BID CONFERENCE

As specified in *Sub-Section 1.B: PRE-BID NOTICE* above, a **MANDATORY** Pre-Bid Conference will be held on **Thursday, March 12, 2025 at 10:00 A.M. CST.** online via Microsoft Teams virtual platform for Live Events. A sound check will occur five (5) minutes prior to start of the meeting. All participants will be required to submit contact information via the Q/A chat feature to create an attendee list. The Owner will have representatives available at this meeting to address questions raised by Bidders.

FAILURE TO BE PRESENT AND ATTEND THE ENTIRE MANDATORY PRE-BID CONFERENCE WILL DISQUALIFY A BIDDER FROM BIDDING ON THIS PROJECT.

Following the meeting, contractors are highly encouraged, although not required, to visit the project site located at 272 Addison Road, Wood Dale, IL 60191. Site visits will be scheduled in advance at a specified date and time with the District's Project Manager and will be on a first come first serve basis

BIDDER WARRANTY

By submitting a bid, the Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the Work, furnishing the labor, supplies, materials and equipment called for in the specifications; that it has checked its bids for errors and omissions;

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that the prices stated in its bid submittal are complete and correct in all respects regarding the performance of the Work.

FORM OF CONTRACT

Upon the award of the Contract by the Owner's Board of Commissioners, the successful Bidder shall enter into an agreement with the Owner. The form of said agreement shall be provided by the Owner and shall be executed and submitted to the Owner within 15 calendar days after the date of written notification of the award of the Contract. A sample form of a contract is included herein for review by the Bidder.

CLARIFICATION OF BID

It is the Owner's intention to enter into a single contract for the total Work specified within the bid documents. After contract award, the successful Bidder, referenced to as the General Contractor, shall be solely held responsible to the Owner for the work performed under the Contract. It is anticipated that the General Contractor will manage a team of contractors meeting the qualifications specified in *Sub-Section 1.E BIDDER'S QUALIFICATION REQUIREMENTS*, with the team being sub-contractors to the General Contractor. **The General Contractor will be required to post all bonds associated with the Work. Bonds provided by sub-contractors will not be accepted by the Owner.**

SITE ACCESS

All Bidders must clear all contacts or site visits through Project Representative:

Brock Lovelace
Engineering Manager, Planning & Development Department
3S580 Naperville Road
Wheaton, IL 60189
630-933-7234
blovelace@dupageforest.org

GOVERNING LAWS AND REGULATIONS

The successful Bidder shall comply with all federal and state equal employment opportunity requirements and shall pay workers prevailing wage rates, as determined by the Illinois Department of Labor.

ILLINOIS LAW CLAUSE

Upon award of a Contract under this Bid, the person, partnership, Limited Liability Company or Corporation, to whom the award is made, must comply with local and State laws that require such person or entity to be authorized and/or licensed to do business in DuPage County. By submission of this signed Bid Submittal, the Bidder agrees to subject itself to the jurisdiction and process of the Eighteenth Judicial Circuit court of DuPage County as to all matter and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

PROOF OF INSURANCE

The Owner will require the successful Bidder to furnish satisfactory Proof of Insurance by submitting Declaration Page(s) for all policies identified in the Certificate of Insurance, an Endorsement or other documentation indicating that the Owner has been named as an additional insured under the insurance policy(s) required by the contract documents. The Owner will also

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require the successful bidder to furnish a satisfactory performance bond, labor and materials payment bond, construction schedule and evidence of his qualifications of this proposed project for review by the Owner. See *Sub-Section 2.G: Legal Relations and Responsibility to the Public* for insurance requirements.

MISCELLANEOUS ITEMS PER PROJECT REPRESENTATIVE

Miscellaneous Items Per Project Representative are pay items that have been included in the *Schedule of Unit Prices* as a contingency to cover the costs of unanticipated items of work not included in the plans that may become necessary during the course of construction. All Bidders will be required to submit a mandatory bid for the line item for Miscellaneous Items per Project Representative as part of Base Bid. The payment of all or part of the Miscellaneous Items shall be in the sole discretion of the Owner and shall be paid only for additional work specifically authorized by the Owner's Project Representative. Any portion not used shall be credited to the District upon completion of the project.

The Owner's Project Representative does not have the authority to approve additional costs to the contract amount in excess of the quantities specified under Miscellaneous Items per Project Representative. Any necessary additional work that exceeds these amounts will need to be authorized first by a formal change order, to be approved by the OWNER'S Board of Commissioners, prior to implementation by the contractor.

END OF SUB-SECTION – INSTRUCTIONS TO BIDDERS

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1.E. BIDDER'S QUALIFICATION REQUIREMENTS

DESCRIPTION

To qualify as a responsible bidder for the project, a Bidder must demonstrate that they and any chosen sub-contractor(s) meet the minimum experience requirements specified herein and provide references for corresponding projects. The expectation is that the sub-contractor(s) as submitted by the Bidder within these qualifications will be used as the respective project team. Any change to a sub-contractor may be subject to review and approval by the Owner's Representative.

Contractors shall indicate their qualifications, and/or their sub-contractor's qualifications (corporate experience and references as well as individual experience) on the form *Sub-Section 4.D: Bidder's Qualification Statement* found in *Section 4: Bid Submittal* of these specifications, and shall submit the completed form and supporting documentation with their bid submittals.

Bidders shall also meet the requirements as outlined in *Sub-Section 2.B: Submittal Requirements, Disqualification of Bidders*.

EARTHWORK CONTRACTOR QUALIFICATIONS

Prospective earthwork contractors and/or subcontractors must be a part of the project team, and must provide two (2) examples of projects completed in the past 5 years demonstrating earth excavation with cut and fill requirements of a minimum 100,000 cubic yards and subsequent earthwork shaping experience and proficiency to achieve target contour elevations, cross section geometry and drainage way specifications.

GOLF COURSE CONTRACTOR QUALIFICATIONS

It is the intent of the Owner to award a contract only to a bidder who furnishes satisfactory evidence that it has the requisite experience, ability, equipment, staffing, and sufficient capital and facilities to perform the work successfully and within the time specified in the contract documents.

1. Be a CERTIFIED BUILDER MEMBER OF THE GOLF COURSE BUILDERS ASSOCIATION OF AMERICA.
2. Shall have completed a minimum of **THREE (3)** GOLF CONSTRUCTION PROJECTS – OF SIMILAR SCOPE in the preceding **Five [5]** Year period. Scope should be considered FULL RENOVATION OF AN 18 HOLE GOLF COURSE OR COMPARABLE 9 HOLE EQUIVALENTS, INCLUDING GREENS, TEES, BUNKERS, IRRIGATION, FINISH PREPARATION AND GRASSING
3. Provide Letters of Recommendation and Contact Information from the Owners of the **THREE [3]** Projects listed.

IRRIGATION CONTRACTOR QUALIFICATIONS

It is the intent of the Owner to award a contract only to a bidder who furnishes satisfactory evidence that it has the requisite experience, ability, equipment, staffing, and sufficient capital and facilities to perform the work successfully and within the time specified in the contract documents.

1. Installer's qualifications: Minimum of TEN (10) years' experience installing golf course irrigation systems of comparable size and complexity. A minimum of Nine [9] similar golf

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- course irrigation installation projects completed within the last FIVE (5) years.
2. Materials, equipment, and methods of installation shall comply with, but not limited to, the following codes and standards:
 - All local and state laws and ordinances, and with all the established codes applicable thereto.
 - American Society of Irrigation Consultants (ASIC)
 - National Fire Protection Association (NFPA); National Electrical Code.
 - American Society for Testing and Materials (ASTM).
 - National Sanitation Foundation (NSF).
 - The Irrigation Association (IA).

NATIVE ENHANCEMENT CONTRACTOR QUALIFICATIONS

It is the intent of the Owner to award a contract only to a bidder who furnishes satisfactory evidence that it has the requisite experience, ability, equipment, staffing, and sufficient capital and facilities to perform the work successfully and within the time specified in the contract documents.

- A. Prospective contractor must demonstrate prior experience working in natural areas with sensitive resources.. Due to the complexity and size of the project, the Owner will accept bids only from bidders that have successfully completed one or more restoration projects of similar size and scope. Experience in the Chicago region is preferred and project experience shall be within the last five years. The bidder must provide examples of each type of project.
- B. Prospective contractor must provide two (2) examples of projects within the past seven (7) years which have achieved ecological vegetative performance standards on a minimum of 15 contiguous acres and received "sign-off" from all applicable regulatory agencies. A qualified CONTRACTOR must not have defaulted on any ecological management vegetation performance standard within the last five (5) years.

Prospective Native Enhancement Contractors must have a qualified Restoration Ecologist on staff with a minimum of five (5) years of documented experience in the Chicago Wilderness Region with ecosystems/habitat type field identification skills of local flora, who shall directly perform in-field supervision of all aspects of ecological management including planting crews, determining suitable hydrologic conditions for all planting of specified plant species, removal of invasive species, and control of invasive species. Designated person shall have at least two five (5) years' experience with Regional Midwest and or Chicago Wilderness Region with ecosystems/habitat types, working knowledge and understanding of basic ecology and restoration principles, skills to competently identify invasive and native species, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, and understanding of effective timing for successful target species application methods.

Prospective Native Enhancement Contractors must have a qualified Field Supervisor on staff to supervise the day to day onsite implementation of each phases of the project. This individual will work closely with the Owner. He/she will be expected to keep the crew working in an efficient and safe manner with appropriate Personal Protective Equipment worn as applicable, make sure the proper equipment is available and in good working order when needed by the crew. This person shall be a spokesperson on behalf of the CONTRACTOR, must have five (5) years' experience with Regional Midwest and or Southwest Great lakes ecosystems/habitat types,

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working knowledge and understanding of basic ecology and restoration principles, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, understanding of effective timing for successful target species application methods, shall possess a current and valid State of Illinois Pesticide Applicator or Operator License, and shall demonstrate extensive and accurate field identification skills of local flora. Field supervisor shall directly perform in-field supervision of all aspects of ecological management including planting crews, determining suitable hydrologic conditions for all planting of specified plant species, removal of invasive species, and control of invasive species, and ecological management of site. The field supervisor will be required to be onsite during all aspects of the project implementation.

Prospective Native Enhancement Contractors must have a qualified botanist or ecologist on staff with at least five (5) years' project field experience in the following: accurate botanical field identification skills, identification of suitable hydrologic and geomorphologic conditions for all specified plant species, including plant installation within diverse hydrologic conditions. The botanist or ecologist will be required to be onsite during all aspects of ecological management. Experience in the Chicago region is preferred and project experience shall be within the last five years.

Prospective Native Enhancement Contractors must have adequate numbers of qualified Field Crew on staff to implement the day to day onsite implementation of each phases of the project and achieve deadlines. All field crew shall have demonstrated experience with Regional Midwest and or Chicago Wilderness region with ecosystems/habitat type restoration, working knowledge and understanding of basic ecology and restoration principles, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, understanding of effective timing for successful target species application methods, shall possess a current and valid State of Illinois Pesticide Operator License, and shall demonstrate extensive and accurate field identification skills of local and invasive flora. Field crew shall perform installation of seed and plugs, removal of invasive species, herbicide control of invasive species, and ecological management of site. The field crew will be under the direct supervision of the field supervisor/foreman during all aspects of the project implementation.

END OF SUB-SECTION – BIDDER'S QUALIFICATION REQUIREMENTS

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1.F. COMPLETION DATES

SUBSTANTIAL COMPLETION

It is anticipated that the CONTRACTOR may begin Work **November 1, 2025**. All seeding, restoration and site stabilization shall be completed by **October 1, 2026**. The entire project shall be substantially completed by **November 1, 2026**. Substantial completion shall consist of completing all Work under Contract. Within seven days after the date of substantial completion, the Owner will furnish the Contractor with a punch list specifying the items that need to be completed or corrected. The Contractor shall complete all items on the punch list by **December 1, 2026** within such time as may be allowed by extensions approved by the Owner.

Unless approved by the Owner, a time extension will not be given due to weather unless the Contractor submits a claim in writing showing documentation from the National Weather Service that the weather during the contract time was unusually severe versus the previous ten (10) years recorded.

FINAL COMPLETION

Contractor shall complete all the items on or before Final Completion date of **December 1, 2026**

LIQUIDATED DAMAGES

The Contractor recognizes that "time is of the essence" with respect to the completion of the Work within specified time limits. In recognition of the time-critical nature for completing the Work and the inability of the parties to determine with any reasonable degree of certainty the actual amount or nature of the damages to be suffered by the District, if the Work is not completed within the deadlines set forth as "Substantial Completion" and "Final Completion" above, the Contractor shall be liable to the District, not as penalty but as liquidated damages, but excluding delays resulting from force majeure, in the amounts set forth below, in the "Schedule of Deductions for Each Day of Overrun In Contract Time." Liquidated damages shall apply to said Substantial Completion Date and Final Completion Date. The Owner shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due the contractor. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the contract.

The liquidated damages per day shall be determined according to the following schedule, based on the Original Contract Amount:

<i>Schedule of Deductions for Each Day of Overrun In Contract Time</i>		
Original Contract Amount		Charge per Day
From more than	To and including	
\$0.00	\$100,000.00	\$500.00
\$100,000.00	\$500,000.00	\$750.00
\$500,000.00	\$1,000,000.00	\$1,000.00
\$1,000,000.00	\$3,000,000.00	\$1,250.00
\$3,000,000.00	\$6,000,000.00	\$1,500.00
\$6,000,000.00	\$12,000,000.00	\$2,500.00
\$12,000,000.00	and over	\$5,000.00

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The Contractor shall be liable and shall pay to the District the amount shown on the schedule above, not as penalty, but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

END OF SUB-SECTION – COMPLETION DATES

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1.G. SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

The following Supplementary Conditions supplement the General Conditions. In case of conflict with any part or parts of said specifications, the Supplementary Conditions shall take precedence and shall govern.

GENERAL SPECIFICATIONS

Items indicated within general specifications that are not called for in the *Sub-Section 4.B: Bid Proposal Form of Section 4: Bid Submittal* of these specifications, that are incidental to the Contract shall be part of this project and the Contractor will be held responsible for these items.

UNFAVORABLE WEATHER AND OTHER CONDITIONS

- A. During unfavorable weather and other unfavorable conditions, Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions, Contractor shall be able to overcome them.
- B. If the Contractor files a claim or an extension of time due to abnormal or severe weather, the Contractor must provide documentation proving that the weather has been abnormally severe during the contract time of the occurrence of the delay versus the previous 10 years recorded by the National Weather Service.

CONTRACTOR RESPONSIBILITY TO FOREST PRESERVE DISTRICT PROJECT REPRESENTATIVE

Notify the Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, Illinois 60189, phone (630) 933-7200, one day in advance of all site inspections.

All questions pertaining to Plans or Details of the work shall be directed to the Project Representative and cleared, prior to proceeding.

Any work performed without authorization of the Project Representative will not be paid for and may be required to be removed as work that is non-conforming.

TICKETS FOR MACHINE TIME, LABOR AND MATERIAL

Copies of all tickets for machine time, labor and material shall be delivered to the Project Representative.

CONSTRUCTION PERFORMANCE AND CONSTRUCTION PAYMENT BOND

The Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond as outlined in *Sub-Section 2.C: Award and Execution of Contract of Section 2: General Conditions* of these specifications. Also see *Section 5: Sample Documents* for Performance and Payment Bonds sample documents.

CONTRACTOR SHALL PAY WAGES

In accordance with the provisions of the prevailing wage laws of Illinois to include:

- A. Prevailing Wage Requirement: Pursuant to the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (West 2010) the contractor and each sub-contractor shall pay all laborers, workers

SECTION 1 - INTRODUCTION

and mechanics performing work pursuant to this contract not less than the prevailing rate of wages as has been ascertained by the Illinois Department of Labor.

ILLINOIS HUMAN RIGHTS ACT

Contractor shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 *et seq.* (West 2010), and with all rules and regulations established by the Department of Human Rights. Contractor agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work provided for in this Contract to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

EMPLOYMENT OF ILLINOIS WORKERS

Contractor shall comply with the provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as amended by Public Act 96-929, effective June 16, 2010.

PURCHASING POLICY ORDINANCE

Contractor shall comply with the provisions of the Forest Preserve District of DuPage County Purchasing Policy **Ordinance No. 22-132** adopted May 17, 2022 or as amended thereafter.

SUBSTANCE ABUSE PREVENTION PROGRAMS

To the extent required by law, the Contractor will comply and cause all its sub-contractors to comply and insert appropriate provisions in their contract regarding Substance Abuse Prevention Programs, 820 ILCS 265/15.

FREEDOM OF INFORMATION ACT AND PRIVATE VENDOR

Contractor agrees to furnish all records related to this agreement and any documentation related to the Forest Preserve District of DuPage County required under an Illinois Freedom of Information Act (FOIA) request within five (5) business days after the District issues notice of such request to Contractor. (5 ILCS 140/1 *et seq.*) Contractor agrees to not apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request.

CONTRACTOR WORK SCHEDULE

The contractor may work during regular Forest Preserve District preserve hours. Preserve hours are one hour after sunrise to one hour after sunset. The contractor may work before or after regular preserve hours upon advance written approval from the Project Representative.

1 – YEAR MAINTENANCE BOND

Before final payment is made the Contractor shall furnish a maintenance bond to the Owner in a sum equal to ten percent (10%) of the final Contract Price. The final Contract Price shall include all approved changes orders. The bond shall be with a Surety satisfactory to the Owner. The bond shall remain in full force and effect for a period of one (1) year, which period to commence not sooner than the date of acceptance of final payment to the Contractor by the Owner.

The bond shall provide that the Contractor guarantees to replace for said period of one (1) year all Work performed and materials furnished that were not performed or furnished according to the terms of the Contract and make good defects thereof regardless of cause which have become apparent before the expiration of said period of one (1) year and that is any part of the work in the

SECTION 1 - INTRODUCTION

judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, he will so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within ten (10) calendar days from the date of service of such written notice the Owner will have the work done by others and the cost thereof shall be paid by the Contractor or his Surety. Also see *Section 5: Sample Documents* for 1-Year Maintenance Bond sample document.

The obligations of the Contractor and Surety under the bond specified hereinabove shall not be construed as limiting, diminishing or in any way affecting the liability and obligations of the Contractor and Performance Bond Surety under the terms of the Contract Bond or the responsibility of the Contractor and said Surety for performing all work according to the Contract.

In an emergency, as determined by the Owner, the Owner reserves the right to immediately effect both temporary and permanent repairs or arrange for others to effect such repairs without notification to the Surety or Contractor and the Contractor agrees that in such event the Owner may charge such costs as may be incurred against the Contractor or his Surety.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

It shall be the Contractor's sole responsibility to wholly comply with the SWPPP as defined in the plans and specifications. Only the Owner may determine if any measures identified in the SWPPP can be deleted and if any additional measures, not included in the SWPPP, shall be added.

Whenever the Owner finds that the Contractor has violated a prohibition or failed to comply with the requirements of the SWPPP, the Owner will order compliance by written notice of violation to the Contractor. The Contractor shall correct the violation within 48-hours of receipt of said written notice. In the event that the Contractor does not correct the violation within 48-hours after receipt of written notice, the Owner shall withhold as liquidated damages \$1,000 for each day of non-compliance from the contract amount. Time extensions for correcting the violation shall only be given by written consent of the Owner. The Owner reserves the right to stop any, and all, construction activity at the site until the Contractor corrects the violation.

In addition to any penalties which may be assessed for a violation of the SWPPP, the Owner shall have the right to install and/or maintain appropriate erosion and sediment measures on a site which is required to have such measures in the event that construction activity is commenced or continued without such measures having been installed as required by the SWPPP. The Owner shall have the right to have such measures installed or maintained by the Owner or to hire a private contractor to perform such work and the Contractor shall be liable for any and all expenses related to performing such work plus a 25% penalty charge. The Owner shall withhold all charges and penalties associated with performing said work, due to a violation of the SWPPP, from the contract amount.

In the event that any Local, State or Federal citations, fines or other penalties are levied against the project due to non-compliance with the SWPPP, the Contractor shall be liable for any monetary damages due to the non-compliance.

CONTRACTOR ADVISORIES

- A. The Contractor shall locate and be familiar with all property boundaries and easements in the field. The area to be included in this work shall not exceed the right-of-way, existing easements or property boundary unless a properly executed right-of-entry has been authorized by the owner of record. The Owner shall have final determination of any limits in question.

SECTION 1 - INTRODUCTION

END OF SUB-SECTION – SUPPLEMENTARY CONDITIONS

END OF SECTION 1 – INTRODUCTION

SECTION 2 – GENERAL CONDITIONS

2.A. DEFINITION OF TERMS

DESCRIPTION

Whenever in the specifications and contract, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

AWARD

The decision of the Owner to accept the bid submittal or portions of one or more submittals of the lowest responsible bidder for the work that are in the best interest of the Owner to do so. The decision of the Owner in such regard is final and binding upon the Bidder. Acceptance is conditioned upon execution of the contract documents in form satisfactory to the Owner and its Attorney and further conditioned upon the delivery of a construction performance bond, construction payment bond, certificate of insurance and construction schedule as required herein.

BID SUBMITTAL

The written offer of the bidder to perform the proposed work and to furnish the labor and materials at the prices quoted.

BIDDER

Any individual, firm, partnership, or corporation submitting a bid submittal for the Work contemplated, acting directly or through a duly authorized representative.

CHANGE ORDER

The written authorization of the Owner for Contractor to proceed with alterations, cancellations, extensions, or deductions to the original plans. The authorization shall outline the items or work involved and agreed method of payment.

CONSULTANT

The licensed Professional of Record hired independently by the Owner to design and develop the necessary documentation that defines the intended Work. The consultant's instruments of service are defined in *SECTION VII CONSTRUCTION DOCUMENTS* and include any additional construction related services outline in the agreement between Owner and Consultant.

CONTRACT

The written agreement between the Contractor and the Owner setting forth the obligations of the parties, thereunder including, but not limited to, the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes the *Bid Proposal Form*, *Schedule of Unit Prices*, contract form, construction performance bond, construction payment bond, certificate of insurance, and construction schedule, as well as specifications, plans, any and all addenda, any and all supplemental agreements, and any and all supplementary conditions.

CONTRACTOR

The bidder awarded the contract for the work.

SECTION 2 – GENERAL CONDITIONS

CONTRACT BONDS

The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the work in accordance with the terms of the contract. These bonds are also referred to as Performance Bonds and Payment Bonds.

CONSTRUCTION

The process of forming and fabricating materials into building structures, non-building structures, and physical infrastructure in accordance with design plans and specifications prepared by appropriate design professionals and approved by appropriate regulatory agencies.

- A. Structure is a system of connected parts intended to support a load.
- B. Building Structure refers to a structure with a roof and walls standing more or less permanently in one place, and intended for continuous human or animal occupancy. (e.g., an office building, garage, barn)
- C. Non-Building Structure refers to a structure not intended for continuous human or animal occupancy. (e.g., a picnic shelter, trail, road, bridge, transmission tower, dam)
- D. Physical Infrastructure refers to interrelated features necessary for the function of the District. (e.g., roads, water supply, electric supply, gas supply, telecommunications lines, sewers).

CONSTRUCTION WORK

Work that include construction contracts publicly advertised, awarded, and financed, in whole or in part, with District or other funds, regardless of cost, excluding projects on private property.

MAINTENANCE WORK

Maintenance refers to all work that keeps a structure, building structure, non-building structure, other physical infrastructure or equipment in proper condition in a routine, scheduled, or anticipated fashion to prevent its failure or decline.

DEMOLITION WORK

Demolition refers to the safe and efficient tear down or removal of structures, building structures, non-building structures and other physical infrastructure from a site or landscape.

LANDSCAPE WORK

Landscape Work refers to work that improves the aesthetic character of a site or restores the natural function of the land through the planting, placement, removal and maintenance of native or non-native vegetation along with placement of non-structural decorative features and the movement and displacement of earth, topsoil, rock, bark and similar substances done in conjunction with the placement, removal and maintenance of native or non-native vegetation and placement of non-structural decorative features.

DAY

The term day as used in the Contract Documents shall mean calendar day.

SECTION 2 – GENERAL CONDITIONS

INCIDENTAL TO

The cost of the work or material referred to shall be included in the cost of the contract or the cost of another item for which payment is to be made.

OWNER AWARDING AUTHORITY

Board of Commissioners Forest Preserve District of DuPage County, Illinois, also referred to as the District.

PROJECT REPRESENTATIVE

The Owner's Director of Planning and Development, or an authorized agent of the Owner, acting within the scope of the particular duties entrusted to them.

PROPOSAL GUARANTY

The security designated in the bid submittal to be furnished by the bidder as a guaranty that said bidder will enter into a contract with the Owner for the acceptable performance of the work and will furnish the required contract, bonds, if the work is awarded to him. This guaranty is also referred to as the Bid Security.

PUNCH LIST

A list of items of work submitted by the Owner to be completed by the Contractor. The list is submitted after the project has reached substantial completion.

RESPONSIBLE BIDDER

A bidder that meets all qualification requirements as outlined in the District's **Ordinance No. 22-132** and has fully completed Sections 4A: *Bid Submittal Checklist* and 4D: *Bidders Qualification Statement of the Bid and Specification Proposal*.

SPECIFICATIONS

The body of directions, provisions, conditions and requirements contained herein, or in any supplement to this document referred to in the supplementary conditions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities, or the quality of materials to be furnished under the contract.

SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the Owner can occupy or utilize the project for the use for which it was intended.

SURETY

The corporate body, individual, or individuals, which engage to be responsible for the bidder's acts in the execution of the contract in the event of its being awarded to him; and, which are bound with and for the Contractor to insure his acceptable performance of the contract, his payment of all obligations pertaining to the work, and his fulfillment of such other conditions as may be specified in the contract documents or otherwise required by law.

SECTION 2 – GENERAL CONDITIONS

THE WORK

The improvement advertised for bids, described in the *Bid Proposal Form of Section 4: Bid Submittal* of these specifications, indicated on the plans, and covered in the general conditions, specifications, supplementary conditions, contract, authorized alterations, extensions and deductions, and supplementary agreements or any part or parts thereof, including labor, tools, equipment, and materials, necessary for the satisfactory completion of the improvements.

END OF SUB-SECTION – DEFINITION OF TERMS

SECTION 2 – GENERAL CONDITIONS

2.B. BID SUBMITTAL REQUIREMENTS

CONTENTS OF PROPOSAL

The bidder may download the Specifications and Bid Proposal from the District's website, or DemandStar by Onvia as outlined in *Section 1.B: Instructions to Bidders*. The proposal states the location and description of the Work contemplated, including the approximate quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which bid prices are invited. The specifications will also state the time in which the Work must be completed, the amount of proposal guarantees, and the requirements pertaining to labor.

The plans, specifications and other documents designated in the Specifications and Bid Proposal, including any addendum officially issued by the District, will be considered a part of the bid submittal whether attached or not.

INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the proposal. It is believed to be correct, but it is given only as a basis for comparison of the proposals and the award of the contract.

The District does not agree expressly or by implication that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities or of the character, locations or other conditions pertaining to the work.

When the Work is bid as a Lump Sum Bid, the Contractor understands that in submitting his bid submittal, he has been asked to state the prices for each of the several components of the work required, and further, that the District may use such prices for the purpose of obtaining a gross sum and for the purpose of computing such other things as the value of extras and deductions. **THE CONTRACTOR FURTHER UNDERSTANDS THAT IN SUBMITTING HIS BID SUBMITTAL HE HAS BID A FIXED PRICE, STIPULATED SUM.**

Progress payments to the Contractor will be based on the percentage of Work performed and accepted or materials furnished in accordance with the contract. Payment will be made at the contract prices specified. No allowance will be made for any changes in anticipated profits due to an increase or decrease in the original estimate of quantities. The District reserves the right to omit any items entirely or to increase or decrease any or all items as provided in *Sub-Section 2.D: Scope of Work* (Alterations, Cancellations, Extensions and Deductions) in *Section 2: General Conditions* of these specifications.

PREPARATION OF THE SUBMITTAL

The bidder shall submit his bid submittal on the *all forms* furnished by the District in *Section 4: Bid Submittal* of these specifications. The bid submittal shall be executed properly and shall be made for all items indicated in the forms, except that when alternate bids are asked, a bid on more than one alternate for each item is not required, unless *Sub-Section 1.G: Supplementary Conditions* provides otherwise. The bidder shall indicate, in figures, a price or lump sum for each of the separate items called for in the *Bid Proposal Form*. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

If the bid submittal is made by an individual, his name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation the bid submittal shall show the names,

SECTION 2 – GENERAL CONDITIONS

titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

Unsolicited alternate proposals will not be considered in awarding the contract and the inclusion of such unsolicited alternates by the bidder will result in the bid submittal being considered informal and liable to rejection.

OWNERSHIP OF PLANS AND SPECIFICATIONS

All Plans and Specifications and copies thereof furnished by the Owner are not to be used on other work.

DELIVERY OF BID SUBMITTALS

Bid Submittals shall be delivered to the **drop box located at Administrative Headquarters** prior to the bid opening and at the time indicated in *Sub-Section 1.D: Instructions to Bidders*. Each bid submittal shall be placed in an envelope, sealed and plainly marked to indicate its contents with the label from *Section 4: Bid Submittal*. If forwarded by mail, the bid submittal shall first be sealed in the envelope mentioned herein and then placed in an outer envelope addressed to the owner. Only sealed bid submittals will be accepted.

Bid submittals will not be opened unless received prior to the time and at the place indicated in the *Sub-Section 1.D: Instructions to Bidders*. Bid Submittals sent by mail, postmarked prior to the time that they are due, but not received at the place of the public bid opening until after the time indicated in the *Sub-Section 1.D: Instructions to Bidders*, will not be accepted and will be returned unopened.

WITHDRAWAL OF BID SUBMITTALS

Permission may be given a bidder to withdraw a bid submittal if he makes his request in writing or by tele-facsimile before the time for opening bid submittals. If a bid submittal is withdrawn, the bidder will not be permitted to resubmit another bid submittal at the same letting.

COMPETENCY OF BIDDERS

Before an award is made, the bidder may, at the option of the District, be required to answer a questionnaire relating to his experience, amount of all uncompleted work under contract, the amount and condition of equipment available, and an outline of his plans for conducting the work.

DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for disqualification of a bidder and for rejection of his bid submittal:

- A. Lack of competency and adequate machinery or equipment as revealed by financial statement or experience questionnaire.
- B. Incomplete work which in the judgment of the District might hinder or prevent the prompt completion of additional work if awarded.
- C. Failure to pay or satisfactorily settle, all bids due for labor and material on former contracts in force at the time of issuance of proposals.
- D. Default under previous contracts.
- E. Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.

SECTION 2 – GENERAL CONDITIONS

- F. Financial condition which, in the sole opinion of the District, is insufficient to justify the Owner's belief that the bidder will be able to perform the work to its completion in a satisfactory manner.
- G. Failure to complete Work according to schedule on previous District contracts.
- H. One or more claims filed against the Bidder's Performance Bond or Labor and Material Payment Bond.
- I. Unsatisfactory references.

REJECTION OF BID SUBMITTALS

The Owner reserves the right to reject any bid submittal for any reason that the Owner deems proper, including but not limited to those conditions specified in *Sub-Section 2.B: Bid Submittal Requirements* (Disqualification of Bidders) above in *Section 2: General Conditions* of these specifications or for any of the following reasons:

- A. More than one bid submittal for the same work from an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Unbalanced bid submittals in which the prices for some items are obviously out of proportion to the prices for other items.
- D. Failure to submit a price for each item of work listed in the bid submittal except in case of authorized alternate pay items.
- E. Failure to submit the bid submittal on the form furnished by the Owner; or if the form is altered or any part thereof is detached.
- F. If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, unless called for, or irregularities of any kind which may tend to make the bid submittal incomplete, indefinite, or ambiguous as to its meaning.
- G. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. Failure to accompany the bid submittal by the proper proposal guaranty (bid security).
- I. Failure to submit the bid submittal prepared in ink or by typewriter.
- J. If the bids exceed the estimated cost, so as to make the project financially unfeasible in the judgment of the District.
- K. Any other reasons deemed necessary and proper to the owner.

The Owner reserves the right to waive technicalities and/or non-material defects.

END OF SUB-SECTION – BID SUBMITTAL REQUIREMENTS

SECTION 2 – GENERAL CONDITIONS

2.C. AWARD AND EXECUTION OF CONTRACT

CONSIDERATION OF BID SUBMITTALS

The bid submittals received will be compared on the basis of the price of the items of Work listed.

The right is reserved to reject any or all bid submittals, to waive technicalities, and to advertise for new bid submittals, or to proceed to do the Work otherwise, if in the judgment of the Owner the best interests of the Owner will be promoted thereby.

AWARD OF CONTRACT

Except in cases where the Owner exercises the right reserved to reject any and all bid submittals, the contract will be awarded by the Owner, as soon as practicable after the opening of bid submittals, to the bidder who has submitted the lowest bid submittal complying with all requirements necessary to render it formal and who has satisfied the requirements of the specification as to the responsibility of bidders.

RETURN OF PROPOSAL GUARANTY

The proposal guarantees (or bid security) for all except the two lowest responsible bidders will be returned promptly after the bid submittals have been checked, tabulated, and the relation of the bid submittals established. Proposal guarantees of the first and the second lowest responsible bidder will be returned as soon as the contract, bonds, insurance requirements and construction schedule of the successful bidder have been properly executed and approved.

REQUIREMENT OF CONTRACT BONDS

The successful bidder and his surety will execute and deliver to the Owner, within fifteen (15) calendar days after receiving written Notice of the Award of contract, a construction performance bond and construction payment bond. The surety on such bond shall be a corporation licensed to do such business in the State of Illinois and acceptable to the Owner. Such bonds shall, among other things, be conditioned upon the faithful performance by the Contractor of every condition of the contract and further conditioned upon the payment by the Contractor of all sums of money due or to become due for any and all labor, materials, apparatus, fixtures, supplies or machinery furnished to him for or in connection with the work. Such bonds shall be further conditioned upon the payment by the Contractor of all damages, costs and expenses, direct or indirect, that may be suffered by the Owner caused by or arising out of the performance by the Contractor of the contract. The penal sum of such bond shall not be less than one-hundred percent (100%) of the contract sum, as accepted by the Owner and as set forth in the contract. Such bonds shall further state that the Surety waives all notice of any change in the terms of the contract occurring subsequent to the execution and delivery of such bonds.

CONSTRUCTION PERFORMANCE & CONSTRUCTION PAYMENT BOND

The Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond in an amount at least equal to one-hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The premiums on the Bonds shall be paid by the Contractor. If at any time, the Owner shall become dissatisfied with the Surety, or for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) calendar days after receiving written notice to do so, substitute acceptable Bonds in such form and sum signed by such other Sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the

SECTION 2 – GENERAL CONDITIONS

Contractor. Further partial payments shall be deemed neither due, nor made until the sureties shall have qualified.

The Contractor shall be required to furnish Bonds of the forms shown in *Section 5: Sample Documents* of the Specifications. Specifically, the type of Construction Performance Bond furnished shall be EJCDC C-610 and the type of Construction Payment Bond shall be EJCDC C-615.

When the Work includes Restoration Work, notwithstanding the above, after Certificate of Substantial Completion is issued, the Project Representative may in his sole discretion, at the written request of the Contractor, approve the revision of the Construction Bonds to include only the remaining Restoration Work, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount of the Construction Bonds reflect the cost of all remaining Restoration Work to occur until Certificate of Final Completion is issued by the Owner.

EXECUTION OF THE CONTRACT

The contract shall be executed by the successful bidder; the bonds shall be executed by the principal and the sureties, and all insurance requirements shall be presented to the Owner within fifteen (15) calendar days after the date of receiving written Notice of Award of the contract.

FAILURE TO EXECUTE CONTRACT

If the contract is not executed by the Owner within twenty (20) calendar days following receipt from the bidder of the properly executed contracts, bonds and required insurance, Certificate of Insurance and construction schedule, the bidder shall have the right to withdraw his bid submittal without penalty.

Failure on the part of the successful bidder to execute a contract, acceptable bonds and required insurance as provided herein, within fifteen (15) calendar days from the date of Notice of the Award of the contract and receipt of contract documents will be considered as just cause for annulment of the award and the forfeiture of the proposal guaranty to the Owner not as a penalty, but in payment of liquidated damages sustained as a result of such failure. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

END OF SUB-SECTION – AWARD AND EXECUTION OF CONTRACT

SECTION 2 – GENERAL CONDITIONS

2.D. SCOPE OF WORK

INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete outline of the Work which the Contractor undertakes to do in full compliance with the contract. The Contractor shall perform all the work and incidental construction as may be necessary to complete the proposed improvements according to the plans and specifications and in a substantial and acceptable manner. The Contractor shall furnish and pay for all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the prices bid for the several units of work.

ALTERATIONS, CANCELLATIONS, EXTENSIONS AND DEDUCTIONS

The Owner reserves the right to alter the plans, extend or shorten the improvement, add such incidental work as may be necessary, and increase or decrease the quantities of work to be performed to accord with such changes, including the deduction or cancellation of any one or more of the work items. Such changes shall not be considered as a waiver of any condition of the Contract.

All alterations, cancellations, extensions or deductions to the original contract amount or the Scope of the Work defined in the original contract documents may be made by the Owner without notice to the Contractor's Surety and, whether or not such Surety has notice thereof without the consent or approval of such Surety.

All alterations, cancellations, extensions, and deductions, except those which require a supplemental agreement, shall be authorized in writing by a Change Order issued by the Owner before work is started. The Change Order shall set up the items of work involved and the method of payment for each item. The Change Order shall also state whether an extension of time will be allowed for the completion of the contract and, if an extension is granted, the date on which the contract is to be completed. A supplemental agreement between the Contractor and the Owner will be required when such a change in any one item involves a net increase or a net decrease in the amount of the contract of more than 25 percent of the original contract price for which the Contractor provided a Contract Bond. Claims for extra work which have not been authorized in writing by a change order will be rejected. See also *Section 5: Sample Documents* of these specifications for a sample Change Order.

USE AND RETAILER'S OCCUPATION TAX

The sale of materials to construction contractors for incorporation into real estate owned exclusively by a governmental body is exempt from Use Tax and Retailer's Occupation Tax. Upon award of the Contract, Contractor shall be given Owner's Illinois tax exemption number. However, sales of tools, fuel, lumber for forms and other end use or consumption items to construction contractors who do not incorporate these items into such real estate are taxable sales. **CONTRACTOR'S IMPROPER USE OF OWNER'S ILLINOIS TAX EXEMPTION NUMBER MAY RESULT IN THE ASSESSMENT OF THE TAX PLUS PENALTIES AND INTEREST, AND MAY ALSO RESULT IN THE CONTRACTOR BEING GUILTY OF A CLASS 4 OR CLASS 3 FELONY.**

PERIODIC AND FINAL CLEANUP

The Contractor shall at all times, and at his own expense, keep the work site free from accumulation of waste material, rubbish and unused material caused by his work or employees. Upon failure to do so within five (5) calendar days from the date of the written request by the

SECTION 2 – GENERAL CONDITIONS

Project Representative, the work may be done by the Owner and the cost thereof be charged to the Contractor and be deducted from his final estimate. All stored materials and equipment shall be so placed as to cause a minimum of inconvenience to the public, Owner or other Contractors. Before final acceptance of the work to be done under this contract, the Contractor shall remove all his equipment, restore the job site as specified in the Specifications and shown on the Drawings and do all other cleaning required to complete the work in a workman-like manner and ready for use. No additional compensations will be allowed for this work, unless specified otherwise, and any cost involved shall be merged with the contract price.

Final payment will be withheld by the Owner until the final clean-up is satisfactory to the Project Representative.

END OF SUB-SECTION – SCOPE OF WORK

SECTION 2 – GENERAL CONDITIONS

2.E. CONTROL OF WORK

AUTHORITY OF PROJECT REPRESENTATIVE

All Work shall be inspected by the Project Representative and performed to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, rate of progress of the Work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation and disputes and mutual rights between Contractors under the specifications. He shall determine the amount and quality of Work performed and materials furnished. His decision and estimate shall be final and his estimate shall be a condition precedent to the right of the Contractor to receive money due him under the contract.

The Project Representative will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any condition or reason deemed to be in the public interest.

In case of failure on the part of the Contractor to execute work ordered by the Project Representative, the Project Representative may, at the expiration of a period of 48 hours, after giving notice in writing to the Contractor, proceed to execute or have such work executed as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

CONFORMITY WITH PLANS AND SPECIFICATIONS

These Specifications, the Supplemental Specifications (if applicable), plans, proposals, Special Provisions, and all supplementary documents are intended to describe the Work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over Specifications; detailed construction plans will govern over standard plans; Supplemental Specifications will govern over Specifications; and Special Provisions will govern over both Specifications and plans, except that the standards with the revision number listed in the Special Provisions or plans of the contract. The Contractor shall take no advantage of any apparent error or omission in the plans or Specifications, and the Project Representative shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and Specifications.

In the event the Project Representative finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the plans and specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

COOPERATION BY CONTRACTOR

- A. The Contractor shall notify the Project Representative, in writing, a minimum of five (5) working days in advance, of his intention to begin work on the proposed improvement.
- B. Notify the Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, Illinois 60189, phone (630) 933-7234, one working day in advance of any required inspections. All questions pertaining to details of the work shall be directed to the Project Representative in writing and properly coordinated, prior to proceeding.

SECTION 2 – GENERAL CONDITIONS

- C. Copies of all tickets for machine time, labor and material shall be delivered to the Project Representative.

AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner other than the Project Representative shall be authorized to inspect Work and materials, and to perform such other duties as may be designated by the Project Representative. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. This inspector will not be authorized to alter or waive the provisions of the contract nor will he be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the Contractor.

OBSERVATION OF WORK

All materials and each part or detail of the Work shall be subject at all times to observation by the Project Representative or his authorized representatives, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. Such observation may include mill, plant, or shop observation, and any material furnished under the specifications is subject to such observation. The Project Representative or his representatives shall be allowed access to all parts of the Work, and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner.

All work which has been rejected or condemned shall be remedied or removed and replaced in a manner approved by the Project Representative, by the Contractor at his own expense. Upon failure on the part of the Contractor to comply promptly with any order of the Project Representative made under the provisions of this article, the Project Representative shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed, and to deduct the cost thereof from any compensation due or to become due the Contractor.

FINAL INSPECTION

The Project Representative shall make final inspection of all Work included in the contract as soon as practicable after notification by the Contractor that the work is completed and ready for acceptance. If the Work is not acceptable to the Project Representative at the time of such inspection, he shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made.

END OF SUB-SECTION – CONTROL OF WORK

SECTION 2 – GENERAL CONDITIONS

2.F. CONTROL OF MATERIALS AND EQUIPMENT

QUALITY OF MATERIALS

It is the intent of the specifications that first class materials and equipment shall be used throughout the Work, and that they be incorporated in such a manner as to produce completed construction which is workman-like and acceptable in every detail. Only materials and equipment which conform to the requirements of these specifications shall be incorporated in the Work.

DEFECTIVE MATERIALS OR EQUIPMENT

All materials or equipment not conforming to the specifications shall be considered defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable material or equipment meeting the said specifications. No defective materials or equipment, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply with any order of the Project Representative pursuant to the provisions of this Article, the Project Representative shall have authority to remove and replace defective materials and equipment and to deduct the cost of the removal and replacement from any monies due or to become due the Contractor.

OR APPROVED SUBSTITUTE CLAUSE

When used on the Plans or in the Specifications in reference to a material, product or procedure shall mean a substitute meeting the exact specification of those items so stated. Items will be considered by the Owner after the contract is awarded. It is the Owner's sole discretion whether the proposed or substitute item will be acceptable.

GUARANTEES

All Work to be performed under this contract shall be constructed in compliance with the contract drawings, the contract specifications and standard construction codes and must be guaranteed by the Contractor and the Surety for a period of one year from date of final acceptance by the Owner against defective workmanship and material of any nature. On all items or equipment to be incorporated in the completed project, the Contractor and his Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Contract Specifications.

END OF SUB-SECTION – CONTROL OF MATERIALS AND EQUIPMENT

SECTION 2 – GENERAL CONDITIONS

2.G. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the conduct of the work and all such orders or decrees as exist at present and which may be enacted in the future by any and all legislative bodies or tribunals having legal jurisdiction or authority over the Work and no plea of misunderstanding or ignorance thereof shall be considered. The Contractor shall indemnify and hold harmless the Owner and all of its officers, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by the Contractor himself or his employees.

WORKER'S COMPENSATION INSURANCE

The Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force at the Contractor's expense, in accordance with the provision of the laws of the State of Illinois, workers' compensation and employer's liability insurance coverage including coverage for occupational disease for all of his employees at the site of the project and in case any work is subcontracted, the Contractor shall require such subcontractor to provide workers' compensation and employer's liability insurance including coverage for occupational disease for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor shall not allow any subcontractor to commence work until all required insurance is obtained by the subcontractor. Such insurance shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the drawing and specifications, and it is hereby understood and agreed that the maintenance of such insurance until acceptance of the work by the Owner is part of the contract. Failure by the Contractor or any subcontractor to maintain or provide evidence of such insurance may be considered as a breach of the contract.

The Contractor shall furnish to the Owner two (2) copies of Certificates of Insurance along with copies of the actual policies showing the coverages enumerated herein to be provided by the Contractor and/or subcontractor by an insurance company or companies acceptable to and approved by the Owner. Such insurance shall provide that no change, modifications of, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner.

Unless waived or modified by a written change order, workers compensation and employer's liability insurance coverage minimum limits requirements for the Contractor and subcontractor are as follows:

- (1) Workers' Compensation. Limits shall be those required by applicable workers' compensation statutes for the State of Illinois.
- (2) Employers' Liability. Limits shall not be less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

LIABILITY AND PROPERTY INSURANCE

The Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force at Contractor's expense all public liability insurance, including, but not limited to, commercial general liability, comprehensive motor vehicle liability insurance and excess or umbrella liability coverage necessary to protect, indemnify, and hold harmless the property, the work, the Owner, and its representatives, including, but not limited to, its officers, directors, elected and appointed officials,

SECTION 2 – GENERAL CONDITIONS

agents, employees, and servants, from any and all claims of bodily or personal injury including death and all claims for destruction or damage to property arising out of or in connection with the Work performed under this contract whether such work be by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or any subcontractor under him. The Contractor shall not allow any subcontractor to commence work until all insurance coverages required of the Contractor have been obtained by the subcontractor. Such insurance shall be kept in force until all Work to be performed under the terms of the contract has been completed and accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance until acceptance of the work by the Owner is part of the contract. Failure by the Contractor or any subcontractor to maintain or provide evidence of such insurance may be considered as a breach of the contract.

The Contractor shall furnish to the Owner two (2) copies of Certificates of Insurance showing the required coverages and limits and, if requested, copies of the actual policies evidencing the coverages enumerated in this Section to be provided by the Contractor or subcontractor by an insurance company or companies acceptable to and approved by the Owner. Such insurance coverages shall provide that no change in, modification of, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner.

The Contractor shall procure from the insurance company and provide to the Owner endorsements specifically naming the Owner as an additional insured along with the Contractor in the amounts specified for all coverages required in this Section. The endorsements shall protect the property, the work, the Owner, and its representatives, including, but not limited to, its officers, directors, elected and appointed officials, employees, agents, and servants from all claims of bodily or personal injury including death and all claims for destruction of or damage to property arising out of or in connection with any operations under this contract whether such operations be by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or by any subcontractor under him.

Unless waived or modified by a written change order, insurance coverage minimum limit requirements for the Contractor and subcontractor are as follows:

- A. Commercial general liability coverage is to be written on an "occurrence" basis. General liability coverages shall include but not be limited to:
 1. Premises/Operations coverage
 2. Products/Completed operations (Coverage will be required to be maintained for a period of five years following completion of construction.)
 3. Contractual Liability Insurance (Coverage shall specifically include the indemnification process set forth in this contract.
 4. Personal Injury (with employment exclusion deleted.)
 5. Broad form property damage coverage.
 6. Explosion, Collapse and Underground coverage.
 7. Independent Contractor Liability coverage.

The above coverages shall be written for limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit.

SECTION 2 – GENERAL CONDITIONS

- B. Comprehensive motor vehicle liability coverage shall have limits for Contractor's owned, non-owned or rented vehicles of not less than \$1,000,000 bodily injury and property damage combined single limit.
- C. Umbrella/excess liability insurance shall be in force for a minimum limit of \$1,000,000 each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (A) and (B) above.
- D. The Contractor shall purchase a policy of Owner's and Contractor's protective liability insurance at its sole cost and expense in the names of the Owner and, if applicable, the engineer and/or architect assigned to the project for the duration of the contract. The limits of liability for the Owner's and Contractor's protective coverage shall be not less than \$1,000,000 bodily injury and property damage combined single limit.
- E. The Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force, at the Contractor's expense, all property/builder's risk insurance necessary to protect the property. The Contractor shall not commence work until such insurance has been obtained. The Contractor shall procure all risks insurance against the perils of, but not limited to, fire and extended coverage (theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements) with the Owner named as an additional insured in an amount which may vary with the extent of the Work completed but shall at all times be at least equal to the amount paid on account of the work and materials, plus the value of the Work or materials furnished or delivered by the Contractor but not paid for by the Owner. The Owner may at its option waive this requirement of property insurance in writing upon the written request of the Contractor.

BARRICADES AND WARNING SIGNS

The barricades and signing of the areas required for the construction of the improvement shall be the sole responsibility of the Contractor at no additional compensation. Signs and barricade horses will be required for barricading a construction site. Barricades and signing shall conform to *Highway Standards*, State of Illinois Department of Transportation – Standard 701901.

PROTECTION AND RESTORATION OF PROPERTY

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Project Representative may, after the expiration of a period of 48 hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this contract.

HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, save, keep and hold harmless the Owner, its officers, employees, agents, engineers and consultants, from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person, including the officers, employees and agents of the Contractor or its subcontractors, or the officers, employees, agents, engineers and consultants of the Owner, as a result of bodily injury, sickness, disease, death or property damage allegedly arising out of or any manner connected with the Work to be performed under this Contract, whether performed by the Contractor, its employees, agents or

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subcontractors, when such bodily injury, sickness, disease, death or property damage is allegedly caused by an act or omission to act on the part of the Contractor, its employees, agents or subcontractors, that constitutes, without limitation, negligence, creation or maintenance of a dangerous condition on public property, or intentional infliction of harm. In the event any person obtains a judgment or settlement against the Owner or any of its officers, employees, agents, engineers or consultants by reason of any of the aforementioned acts or omissions on the part of the Contractor or its employees, agents, or subcontractors, the Contractor shall indemnify the Owner in the amount of said judgment or settlement and for all costs and expenses related thereto that may be incurred by the Owner, including, without limitation, reasonable attorney fees.

Nothing in this article shall preclude the Owner or its officers, employees, agents, engineers or consultants from electing to defend any claim or cause of action through the use of their own attorneys and experts, provided that written notice thereof is served upon the Contractor. In such case, the Contractor shall, in addition to providing indemnification for any settlement or judgment as set forth above, pay all costs and expenses incurred in the defense of the claim or cause of action, including, without limitation, reasonable attorney fees.

WITHHOLDING OF PAYMENTS

In the event any claim or cause of action is brought against the Owner or its officers, employees, agents, engineers or consultants by any person as the result of bodily injury, sickness, disease, death or property damage allegedly caused by an act or omission to act on the part of the Contractor, its officers, employees, agents or subcontractors, in performing the Work, the Owner may withhold from the sums due Contractor under this Contract an amount determined by the Owner as sufficient to pay any defense costs and any potential settlement or judgment that the Owner deems likely to arise.

JOB-SITE SAFETY

Caution should be exercised by the Contractor at all times for the protection of persons and property. Any and all safety regulations and other provisions of applicable Federal, State and local laws and building, construction, and environmental codes shall be observed and is the responsibility of the contractor.

The Plans do not include standards or guidelines for construction safety. The Contractor shall be solely responsible for the adequacy and safety of all construction methods and the safe prosecution of The Work, including but not limited to forms, falsework, scaffolding, trench protection, protective barricades, protective rails and warning lights. **IN NO EVENT SHALL THE OWNER BE RESPONSIBLE FOR OR HAVE ANY OBLIGATION WITH RESPECT TO THE SAFETY OF PERSONS PERFORMING THE WORK PROVIDED FOR IN THIS CONTRACT.**

- A. Use of the Preserve Trails, Road, and Service Drives: Contractor shall obey all regulations of the District as outlined in the District General Use Regulation Ordinance, latest edition. In addition, the following practices shall be required:
1. Contractor shall use emergency and warning vehicle flashing lights at all times.
 2. Vehicle shall post "Contractor Permit" in the windshield of all vehicles. District to supply upon request.
 3. Contractor shall not exceed 10 mph anywhere within the preserve including trails, service drives, roads, parking lots.
 4. When preserve users are encountered:

SECTION 2 – GENERAL CONDITIONS

- a. Contractor shall stop within 50 feet of user, yield and provide safe passage with sufficient rights-of-way for all pedestrian, bike traffic and horseback riders encountered.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of The Work at all times. In the event the Owner, its authorized representatives, or its Consultants are held by a court or administrative body to be liable for personal injuries, or damages to personal injuries, or damages to persons or property arising from deficiencies in job-site safety, the Contractor shall promptly indemnify and hold them harmless therefrom as provided for in *HOLD HARMLESS AND INDEMNIFICATION ARTICLE* above hereof.

A. Protection and Control of Users From Hazardous Work Areas and Hazardous Activities

1. Post appropriate information such as signage, barricades and warnings along trails and roads within preserve advising users of potential Hazardous Areas and/or potential Hazardous Activities that users may encounter including, but not limited to Large Vehicles, Equipment, Clearing and Felling of trees, Chipping and Material handling. The barricades and signing of the areas required for the construction of the improvement shall be the sole responsibility of the Contractor at no additional compensation. Signs and barricade horses will be required for barricading a construction site. Barricades and signing shall conform to Highway Standards, State of Illinois Department of Transportation – Standard 701901.
 - a. If deemed appropriate by the District, provide personnel such as flagmen to provide temporary control of preserve users approaching imminent threats and/or hazards. (Example: temporarily stop user traffic on trail or road to allow equipment entrance/egress).
 - b. If deemed appropriate by the District, provide temporary fencing of work areas directly adjacent to trails and roads so as to exclude preserve users from those hazardous areas and/or activities.
2. Post appropriate signage and frequency of said signage prior to the application of any pesticide(s) and sustain such signage as required by Licensed Operator along the perimeter of any area to be treated. Signage shall remain in place for a minimum of 48 hours after application when no re-entry time is stated within the herbicide label or 48 hours beyond the re-entry time stated within the herbicide label and shall be removed thereafter. NOTE: Contractor is obligated to update information regularly with District regarding what chemicals will be used, how they will be applied, who as licensed operators will apply them, when they will be applied and where they will be applied.
3. Post appropriate signage applicable to any prescribed burning and/or brush pile burning and update activities as required per approved burn plan to District.

All signage including, but not limited to, travel on trails, hazardous work areas, hazardous activities, herbicide application, and burning shall be removed immediately after the hazard has ceased to indicate safe passage.

B. Providing Traffic Control

1. Traffic Control shall be according to the applicable sections of the *IDOT Standard Specifications*, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

SECTION 2 – GENERAL CONDITIONS

2. Special attention is called to Article 107.09 of the *IDOT Standard Specifications* and the Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.
3. The Contractor shall contact the DuPage County Forest Preserve District at least 72 hours in advance of beginning work.

C. Providing Trail Crossings

1. Contractor shall establish haul road crossings that facilitates both construction traffic and pedestrians using the trail. Chainlink fencing with gates, or snow fencing with movable openings, shall be used to close access temporarily as needed with the District's approval.
2. Coarse aggregate used within the footprint of the existing trail shall meet the requirements of Section 1004.01 of the *IDOT Standard Specifications* and shall be of gradation CA 7. Aggregate shall be of angular and not rounded material.
3. Coarse aggregate placed outside the footprint of the existing trail shall requirements of Section 1004.01 of the *IDOT Standard Specifications* and shall be quality Type A, gradation CA 1 or CA 3, or CA 7.
4. The aggregate shall be placed over filter fabric, which shall meet the requirements of Section 1080.03 of the *IDOT Standard Specifications*.
5. Culverts used shall be Class A, Type 1 as described in Section 250.03 of the *IDOT Standard Specifications*. The culverts need not be new, but must be free of significant defects and approved by the District.
6. Type(s) of trail crossings:

Two types of trail crossings shall be utilized depending whether the access or haul road is temporary or permanent for duration of the construction.

- a. A trail crossing for **permanent** access/haul road shall be provided where the trail intersects and overlaps the existing trail.
 - i. Advance warning signs shall be required along the trail 500-feet from both sides of the crossing. Signs shall state, "WARNING CONSTRUCTION TRAFFIC AHEAD" and "WALK YOUR BIKES". Warning signs shall also be required along the trail 10-feet on both sides of the crossing stating, "WATCH FOR CONSTRUCTION TRAFFIC" and "FLAGGER".
 - ii. Temporary gates shall be installed which may be opened for construction traffic. The gates shall be closed at all times when construction traffic is not using the crossing. Gates shall be labeled with "NO TRESPASSING".
 - iii. At all times when heavy construction traffic is crossing the trail a flagger shall be required.
 - iv. The crossing shall be maintained at all times free of ruts, holes, dirt, debris, and other potential hazards to pedestrians. The Contractor shall immediately make repairs to the crossing at the request of the Engineer.

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- v. The crossing shall be removed upon substantial completion or whenever heavy construction traffic is no longer required to cross at the location. The area shall be restored as outlined in the Protection and Restoration of Property subheading above.
- b. A trail crossing for **temporary** access/haul road shall be provided where
 - i. The contractor shall establish signage, gates, and utilize flaggers at all times as described in trail crossing for permanent access/haul road.
 - ii. Additionally, the contractor shall place filter fabric across the trail, the trail shoulders, and the ditch/swales parallel to the trail. The fabric shall be placed along the alignment of the haul road at a width equivalent to the haul road. Culverts (12-inch) shall be placed in the swale parallel to the trail. The filter fabric shall be covered with coarse aggregate, with a minimum depth of 8 inches. The coarse aggregate shall be graded to form a level to slightly crowned surface appropriate for accommodating pedestrians. Along the trail on either side of the crossing a ramp shall be graded up to the crossing from the trail at a grade of no more than 5%.

Both types of trail crossings shall be maintained at all times free of ruts, holes, dirt, debris, and other potential hazards to pedestrians. The Contractor shall immediately make repairs to the crossing at the request of the District.

All materials shall be removed upon the substantial completion or sooner if heavy construction traffic is no longer required to cross at the location. The area shall be restored as outlined in the Protection and Restoration of Property subheading above.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the charge and care of the Contractor until final acceptance by the Owner. The Contractor shall assume all responsibility for injury or damage to the work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore and make good, at his expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the Project Representative, the provisions of this article shall not apply to damage caused by such usage and not due to the Contractor's fault or negligence.

PUBLIC ACCESS AFTER SUBSTANTIAL COMPLETION

After Contractor has achieved Substantial Completion, Contractor acknowledges that the Construction Area will become open to the public where active and passive recreational use of entrances, roads, parking lots, trails, river and other amenities will occur during the remaining Contract period. The Contractor is responsible for implementing adequate safety procedures and actions including, but not limited to: posting relevant informational signage and warnings, providing Contractor personnel such as flaggers to direct user traffic when necessary and installing temporary controls such as construction fencing to isolate certain active work areas. Said Contractor actions are to be performed with the specific intent to manage preserve users away from hazardous work areas or hazardous work activities or during movement of any motorized vehicles and equipment upon preserve entrances, roads, parking lots, trails and service roads depicted as accessible routes within the Plans.

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CONTRACTOR RESPONSIBILITIES TO PUBLIC USER WITHIN THE PRESERVE

Active construction areas shall be closed to the general public during construction until Substantial Completion is achieved. Contractor is granted restricted use to the exclusion of others with the following exceptions:

- A. Forest Preserve District of DuPage County (District) staff shall have access to the site at any time with coordination with the Project Representative and the Contractor. District staff will require access to the site for both construction related activities and periodic access to the service road and trail for regular maintenance and land management operations.
- B. Regulators shall be granted access to the site in accordance with applicable ordinances, laws, and permit conditions.
- C. Designated representatives of the District shall be granted access to the site.
- D. The public trail along Addison Road shall remain open to the public at all times except for temporary closures for construction traffic with the aid of a flagger. Closure times shall be minimized and shall not exceed fifteen (15) minutes without prior coordination with the Forest Preserve District. Trail crossings/temporary closures shall only take place at the locations approved on the plans and shall be in accordance as outlined below.

ENFORCEMENT OF CONTRACT TERMS

The Contractor shall indemnify the Owner and its officers, employees and agents for all costs and expenses, including reasonable attorney fees, incurred by the Owner and its officers, employees and agents in any legal proceeding or action, whether at law or equity, brought by the Owner and its officers, employees and agents for the purpose of enforcing any provision of this Contract.

NO WAIVER OF LEGAL RIGHTS

The Owner shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Owner, or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

END OF SUB-SECTION – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

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2.H. PROSECUTION AND PROGRESS

SUPERINTENDENCE

The Contractor shall keep a competent superintendent on the job at all times who shall have the knowledge and control of all Work under this Contract.

WORKMEN, METHODS AND EQUIPMENT

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required. All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Project Representative, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Project Representative, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Project Representative.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Project Representative may suspend the work by written notice until such person(s) are removed as required above or until suitable and sufficient personnel for the proper prosecution of the Work are furnished.

All equipment which is proposed to be used on the Work shall be sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to adjacent property or highways will result from its use.

The contract specifies that the construction be performed by the use of certain methods and equipment. Such methods and equipment shall be used unless others are authorized by the Project Representative. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Project Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If after trial use of the substituted methods or equipment, the Project Representative determines that the Work produced does not meet contract requirements, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work meeting the requirements of the contract documents or take such other corrective action as the Project Representative may direct. No increase will be made in basis of payment for the construction items involved, nor in contract time as result of authorizing a change in methods or equipment under these provisions.

SUSPENSION OF WORK

The Project Representative shall have authority to suspend the Work wholly, or in part for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time

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as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension; except when the suspension is ordered for reasons not resulting from any act or omission on the part of the Contractor, and not related to weather conditions. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public or become damaged in any way. Take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage of the roadway, and erect temporary structures when necessary. The Contractor shall not suspend Work without written authority from the Project Representative.

Liquidated damages shall not accrue during the period in which the Work is suspended by written approval of the Project Representative unless such suspension is due to the failure of the Contractor to comply with the provisions of the contract.

DEFAULT ON CONTRACT

If the Contractor fails to begin the Work under contract within the time specified, or performs the Work with insufficient workmen and equipment or with the insufficient materials to insure the completion of said Work within the specified time, or performs the Work unsuitably, as determined by the Project Representative, or neglects or refuses to remove materials or perform anew such Work rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of the creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the Project Representative, the Project Representative shall give notice in writing to the Contractor and his surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) calendar days after the date of said notice, shall not proceed in accordance therewith, the Owner shall, upon written certificate from the Project Representative of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the Work, in accordance with the terms of the contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work by or on its own force account, or may enter into a new agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said contract in acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the Work under contract shall be deducted from any monies due or which may become due on such contract. In case such expense shall exceed the sum which would have been payable under the contract, the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess, including the cost of any claims for liens which may be filed with the Owner or any prior assignment filed with the contractor or surety.

TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the improvement called for by the contract shall have been completely performed on the part of the Contractor and all parts of the Work have been approved and accepted in writing by the Director of Resource Management and Development, according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except as set forth in his Contract Bonds and one-year guarantee, as explained in *Sub-Section 2.I:*

SECTION 2 – GENERAL CONDITIONS

Measurement and Payment Sub-Section (Contractor's Responsibility and Guarantee) of these specifications.

END OF SUB-SECTION – PROSECUTION AND PROGRESS

SECTION 2 – GENERAL CONDITIONS

2.I. MEASUREMENT AND PAYMENT

MEASUREMENT

Work completed under this contract shall be measured according to United States Standard Measures. The method of measurement shall be described in the General Specifications and Special Provisions.

SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the Owner; for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks or copyrights, and for completing the Work in an acceptable manner according to the plans and Specifications.

The payment of any current estimate prior to final acceptance of the Work by the Owner shall in no way constitute an acknowledgement of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at his own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The Project Representative shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

PAYMENT FOR WORK

Payment for all Work under this contract shall be based on a stipulated sum, fixed price, except as otherwise provided in *Sub-Section 2.D: Scope of Work (Alterations, Cancellations, Extensions and Deductions)* in the *Section 2: General Conditions* of these Specifications or in the detailed specifications or special provisions for each class of work.

A certified payroll record, as outlined in *Sub-Section 2.K: Wage Determination* in *Section 2: General Conditions* of these Specifications must be submitted by the Contractor with each pay request prior to the Owner releasing payment for that request.

PAYMENT FOR EXTRA WORK

Extra work which results from any changes as specified in *Scope of Work Sub-Section (Alterations, Cancellations, Extensions and Deductions)* in the *General Conditions Section* shall not be started until receipt of a written authorization by Change Order from the Owner, which authorization shall state the items of Work to be performed and the method of payment for each item. Work performed without such Change Order will not be paid for.

A. Extra work will be paid for:

Either at a lump sum price or at unit prices agreed upon by the Contractor and the Owner. In case a supplemental agreement is signed between the Contractor and the Owner, the agreed prices pertaining thereto shall prevail.

SECTION 2 – GENERAL CONDITIONS

B. On the following force account basis:

1. Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific work for each hour that said labor and foreman are actually engaged in such work, to which cost shall be added 15 percent of the sum thereof for overhead and profit. A foreman shall not be used when there are less than two laborers employed except with consent of the Project Representative.
2. Bond, Insurance, Tax, Welfare Fund and Other Payments. The Contractor shall receive the actual cost of Contractor's Bond, Public Liability and Property Damage Insurance, Social Security Tax, Welfare fund and other payments, if any, in accordance with agreements applicable to the contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate of rates paid for such Bond, Insurance, Tax, Welfare Fund and other payment.
3. Materials. The Contractor shall receive the actual cost for all material which are an integral part of the furnished work (exclusive of machinery rentals), including transportation charges as shown by the original receipted bills, to which shall be added fifteen percent (15%) of the sum thereof for overhead and profit. The Contractor will be reimbursed for any materials used in the construction of the work, such as sheeting, falsework, form lumber, curing materials, etc., which are not an integral part of the finished work. The amount of reimbursement will be agreed upon in writing before such materials shall be taken into consideration in the reimbursement agreed upon.
4. Equipment. Machinery and equipment which the Contractor has on the job for use on contract items shall be used on extra work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Public Works, State of Illinois, for the period that said machinery and equipment are in use on such work, to which no percent shall be added. In the event that equipment is used which is not included in aforesaid publications, the latest edition of Equipment Watch's "Cost Recovery" (formerly known as "Rental Rate Blue Book"), available at equipmentwatch.com per IDPW's Construction Memorandum 08-09, shall be used to determine equipment rental rates no percent shall be added.

PAYMENT FOR ITEMS OMITTED WHEN PARTIALLY COMPLETED

Should the Owner cancel or alter any portion of the contract which results in the elimination or cancellation of any portions of the Work partially completed, the Contractor will be allowed a fair and equitable amount covering all such Work up to the time of cancellation or elimination by the Owner. When such elimination or cancellation involves a net decrease in the amount of the contract of more than twenty-five percent (25%) of the original contract price, a supplemental agreement between the Contractor and the Owner will be required. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rates provided under *Sub-Section 2.1: Measurement and Payment* (Payment for Extra Work) above in this *Section 2: General Conditions* for Work paid for on a force account basis, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the Work prior to the date of its cancellation, alteration, or suspension by the Project Representative shall be purchased from the Contractor by the Owner at actual cost and shall thereupon become the property of the Owner; or at the option of the Project Representative, the unused acceptable materials shall remain the property of the

SECTION 2 – GENERAL CONDITIONS

Contractor, and he shall be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value.

PARTIAL PAYMENTS

At least once each month, the Project Representative will make an approximate estimate, in writing, of the materials complete in place, the amount of Work performed, and the value thereof, based on a percentage of the work item prices. The Contractor shall submit pay requests on a Sworn Statement, Certificate for Payment and invoice. Waivers of lien from the general contractor and from all contractors, materialmen and suppliers will be required with each pay request. From the amount so determined of completed Work there shall be deducted ten percent (10%) to be retained until after completion of the entire Work to the satisfaction of the Project Representative.

Notwithstanding the above, after fifty percent (50%) or more of the Work is completed, the Project Representative may in his sole discretion, approve the remaining partial payments or some of them without any further retention, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount retained shall not, at any time be less than five percent (5%) of the total adjusted Contract price.

CONTRACT BREAKDOWN (Lump Sum Bid)

When the contract work has been bid as a lump sum, the Contractor, after award of contract but prior to the first request for payment, shall submit to the Owner a breakdown of his contract. The breakdown shall consist of the major items and subdivisions of the construction work. The Contractor shall submit waivers of lien for each subcontractor/supplier used for the current payout request.

ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for, and all conditions called for by the contract shall have been completely performed and met on the part of the Contractor, and all parts of the improvement have been approved by the Project Representative and accepted by the Owner, a final estimate showing the value of the Work will be prepared by the Project Representative as soon as the necessary measurements and computations can be made, all prior estimates upon which payment have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished the Owner satisfactory evidence that all sums of money due for labor, materials, equipment, fixtures, or machinery furnished for the purpose of such improvements have been paid or that the person or persons to whom the same may be due have consented to such final payment.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the Owner from any and all claims or liabilities for anything done or furnished to the Work or any act or neglect on the part of the Owner relating to or connected with the contract.

LIEN AGAINST PUBLIC FUNDS

Notwithstanding any provisions of this contract to the contrary, the Contractor agrees that if any person files with the Owner a notice of mechanic's lien or lien against public funds, the Owner will withhold payment from the Contractor an amount equal to the amount claimed in such notice

SECTION 2 – GENERAL CONDITIONS

without regard to the merits of the claim, until such time as the Contractor presents to the Owner, in form satisfactory to the Attorney, a complete release of such claim. Funds withheld from the Contractor by the Owner in accordance with this paragraph will be deducted by the Owner from the next payment that would otherwise be due to the Contractor after receipt by the Owner of such notice, whether or not such payment is in respect to work performed by the Contractor under this contract. All such funds withheld by the Owner and on hand at the time of any default of the Contractor by the Owner for failure to perform all or any portion of this contract or the work required thereby may be applied by the Owner toward the cost of completion of the work by others.

CONTRACTOR'S RESPONSIBILITY AND GUARANTEE

Neither the final payment on this contract nor any provision in these specifications shall relieve the Contractor of the responsibility of faulty materials or faulty workmanship which shows up within the extent and period provided by law or within the guarantee period of one year from final acceptance of the Work performed under this contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship, materials and/or equipment. [See *Sub-Section 1.G: Supplementary Conditions (1-Year Maintenance Bond)*]

END OF SUB-SECTION – MEASUREMENT AND PAYMENT

SECTION 2 – GENERAL CONDITIONS

2.J. EQUAL EMPLOYMENT OPPORTUNITY

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department") the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contracts may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails, or refuses to cooperate with the Contractor, in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Departments' Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors' and further it will promptly

SECTION 2 – GENERAL CONDITIONS

notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith.

In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

END OF SUB-SECTION – EQUAL EMPLOYMENT OPPORTUNITY

SECTION 2 – GENERAL CONDITIONS

2.K. PREVAILING WAGE ACT REQUIREMENTS

ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGES FOR DUPAGE COUNTY

Pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) as applicable in the county where the work is performed. The Illinois Department of Labor (IDOL) publishes the prevailing wage rates on its website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. IDOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check IDOL’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements, and notice and record keeping duties.

REQUIREMENTS FOR CERTIFIED PAYROLLS

In accordance with Section 5 of the Prevailing Wage Act, 820 ILCS 130/5, Contractor and each subcontractor shall make, keep, and submit records of all laborers, mechanics, and other workers employed by them on the project. See the Prevailing Wage Act for requirements of the Certified Payroll documents.

(The Prevailing Wage Rates are revised by the Illinois Department of Labor and are available on the Department’s official website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>)

END OF SUB-SECTION – WAGE DETERMINATION SCHEDULE

END OF SECTION 2 – GENERAL CONDITIONS

SECTION 3 – GENERAL REQUIREMENTS

3.A. PROJECT SUMMARY

PART 1 GENERAL

CONTRACTOR USE OF THE PREMISES

- A. It shall be the responsibility of the Contractor to see that all applicable OSHA standards and safety procedures are followed.
- B. Any damaged property shall be repaired by the Contractor to the satisfaction of the Owner and returned to the same condition it was in prior to the Contract starting date.
- C. The Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.
- D. The Contractor shall not interrupt Forest Preserve operations. The maintenance building shall remain open and accessible to District employees. Contractor shall coordinate access to the clubhouse with the Owner's Project Representative.
- E. Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that such prohibition is enforced. Debris and waste materials shall not be burned at the site but shall be promptly removed to prevent the accumulation of combustibles on the site.
- F. Hazardous Material Spills: Contractor shall be responsible for notification of, cleanup of, and legal disposal of all materials associated with a hazardous material spill caused by the Contractor or any of its Subcontractors.
 - a. The Contractor shall locate spill kits within the materials storage area. It is the Contractor's responsibility to clean up all spills immediately upon discovery. Spent absorbent materials and rags shall be hauled off-site immediately after the spill is cleaned up. It is the Contractor's responsibility to ensure all materials used in the clean up are legally disposed of. Contractor shall also be responsible for reporting large spills, that discharge to surface water, to the local fire department and hazardous material response teams. The Contractor must report all spills to the Owner's Project Representative within an hour of the incident.
- G. The Contractor shall not allow workers or subcontractors to play radios or other audio devices loud enough to be heard off-property during the progression of the Work.

STORAGE OF MATERIALS, VEHICLES, AND EQUIPMENT

- A. Contractor shall only store materials, vehicles and equipment in designated areas shown on plans. Written approval from the Owner's Project Representative is required for all other others not designated on the plans.
- B. The Contractor and its Subcontractors shall maintain or perform major repairs to all vehicles and equipment off site. All vehicles and equipment including subcontractor vehicles will be checked for leaking oil and fluids. Vehicles leaking fluids will not be allowed on-site. Drip pans shall be placed under all vehicles and equipment that are parked overnight.
- C. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL-Listed and -Labeled safety cans and shall be stored away from hazardous work areas.

SECTION 3 – GENERAL REQUIREMENTS

PARKING

The Contractor's workers may park their vehicles within the golf course and within the Addison Road parking lot during construction. Parking within the Mill Road maintenance facility is prohibited without prior approval by the Owners Project Representative.

TEMPORARY UTILITIES

- A. Power shall be provided by the Contractor.
- B. Contractor shall provide potable water, portable toilet facilities, and disposables.

GROUNDS

The Contractor shall re-grade, seed, and fertilize the grounds that are disturbed by construction operations.

CONSTRUCTION FENCE

The Contractor shall secure the work area and material storage areas with a six foot tall chain link fence. The fence shall be removed upon project completion.

DEBRIS CONTROL

- A. Maintain all areas under Contractor's control free of debris. Prevent accumulation of debris at construction site, storage areas, parking areas, roads, and haul routes.
- B. Prohibit overloading of trucks to prevent spillage. Clean Forest Preserve roads and streets surrounding the site daily of dropped and lost debris, which shall include mud, dust and sediment.

END OF SUB-SECTION – PROJECT SUMMARY

SECTION 3 – GENERAL REQUIREMENTS

3.B. PROJECT MEETINGS

PART 1 GENERAL

DESCRIPTION

Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Project Representative will conduct project meetings throughout the construction period.

Related work described elsewhere: The Contractor's relations with his subcontractors and materials suppliers and discussion relative thereto, are the Contractor's responsibility and are not part of project meetings content.

- A. Submittals
- B. Construction Schedule
- C. Schedule of Unit Prices
- D. Temporary Facilities and Control
- E. Project Record Documents

QUALITY ASSURANCE

Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

SUBMITTALS

Agenda items: To the maximum extent practicable, advise the Project Representative at least 24 hours in advance of project meetings regarding all items to be added to the agenda.

PART 2 PRODUCTS

(No products are required in this Section.)

PART 3 EXECUTION

MEETING SCHEDULE

Except as noted below for Preconstruction Meeting and Payment Meetings, Project Meetings will be held as needed. Coordinate as necessary to establish mutually acceptable location and schedule for meetings.

MEETING LOCATION

To the maximum extent practicable, meetings will be held at the job site.

PRECONSTRUCTION MEETING

Preconstruction meeting: will be scheduled within fifteen (15) calendar days after the Owner has issued Notice to Proceed. Provide attendance by authorized representatives of the Contractor and all major subcontractors. The Project Representative will advise other interested parties and request their attendance.

SECTION 3 – GENERAL REQUIREMENTS

Minimum agenda: Distribute data on, and discuss:

- A. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architect.
- B. Channels and procedures for communications.
- C. Construction schedule, including sequence of critical work.
- D. Contract Documents, including distribution of required copies of original Documents and revisions.
- E. Processing of Shop Drawings and other data submitted to the Project Representative for review.
- F. Processing of field decisions and Change Orders.
- G. Rules and regulations governing performance of the Work.
- H. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.

PROJECT MEETINGS

Attendance: To the maximum extent practical, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.

Minimum Agenda:

- A. Review, revise as necessary, and approve minutes of previous meeting.
- B. Review progress of the Work since last meeting, including status of submittals for approval.
- C. Identify problems which impede planned progress.
- D. Develop corrective measures and procedures to regain planned schedule.
- E. Complete other current business.

PAYMENT MEETINGS

Payment Meeting: Schedule and administer payment meetings once per month when requested by contractor. Assign person or persons to represent the Contractor at payment meetings throughout progress of Work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.

Minimum Agenda:

- A. Review, revise as necessary, and approve minutes of previous meeting.
- B. Review applications for payment.
- C. Record summary; include significant proceedings and decisions.
- D. Distribute copies of minutes to participants within five (5) business days after meetings.

END OF SUB-SECTION – PROJECT MEETINGS

SECTION 3 – GENERAL REQUIREMENTS

3.C. SUBMITTALS

PART 1 GENERAL

DESCRIPTION

Work included:

- A. Wherever possible in the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by the Manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
- B. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Project Representative.
- C. Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- D. Provide the following for submittal review:
 - Per the project specifications

Related work described elsewhere: Individual requirements for submittals are described in pertinent other Sections and Special Provisions of these Specifications.

QUALITY ASSURANCE

Coordination of submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that the coordination has been performed.

Certificates of Compliance:

- A. Certify that all materials used in the Work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found not to meet specified requirements.
- B. Show on each certification the name and location of the Work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.
- C. In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results of the test or tests.

SUBMITTALS

Submittal schedule: Within fifteen (15) calendar days after award of Contract, and before any items are submitted for approval, submit to the Project Representative two copies of the Submittal Schedule described in Part 2 of this *Sub-Section 3.C: Submittals*.

SECTION 3 – GENERAL REQUIREMENTS

Certificates of Compliance: Upon completion of the Work, and as a condition of its acceptance, submit to the Project Representative all Certificates of Compliance.

Procedures: Make submittals in strict accordance with the provisions of this Sub-Section.

PART 2 PRODUCTS

SUBMITTAL SCHEDULE

General: Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the Work. Include a list of each type of item for which Contractor's drawing, Shop drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. Upon approval by the Project Representative this schedule will become part of the Contract and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.

Coordination: Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in the Coordination of Submittals article of this Sub-Section.

Revisions: Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the Project Representative for review and comment.

SHOP DRAWINGS AND COORDINATION DRAWINGS

Shop Drawings:

- A. Scale and measurements: Make all Shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of prints required: Submit all Shop drawings in the form of one bond copy of each sheet and one digital PDF format, via e-mail or on compact disc or USB drive. Blueprints will not be acceptable.
- C. Reproduction of review Shop drawings: Printing and distribution of review Shop drawings for Owner's use will be by the Project Representative. All review comments of the Project Representative will be shown on the bond copy and digital copy when it is returned to the Contractor via e-mail. The Contractor shall be responsible to make and distribute all copies required for his purposes and purposes of his sub-contractors.

MANUFACTURER'S LITERATURE

General: Where contents of submitted literature from Manufacturers include data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

Numbers of copies required: Submit one digital PDF format copy of the literature which are required per the specifications. A digital PDF format copy will be reviewed and returned to the Contractor via e-mail. In addition, a digital PDF format copy will be retained by the Project Representative in the project file.

SAMPLES

Accuracy of samples: Samples shall be of the precise article proposed to be furnished.

SECTION 3 – GENERAL REQUIREMENTS

Numbers of samples required: Unless otherwise specified, submit all Samples in the quantity which is required to be returned plus one which will be retained by the Project Representative in the project file.

COLORS AND PATTERNS

Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Project Representative for review and selection. Unless otherwise specified, submit all colors and patterns in the quantity which is required to be returned plus one which will be retained by the Project Representative in the project file.

APPROVED SUBSTITUTIONS

Approval required:

- A. The Contract is based on the standards of quality established in the Contract Documents.
- B. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Owner.
- C. The decision of the Owner will be final.

MATERIAL SAFETY DATA SHEETS

Submit prior to placement of any potentially toxic or hazardous substances, Material Safety Data Sheets (MSDS) per the Illinois Emergency Planning and Community Right to Know Act (430 ILCS 100 *et seq.*), Illinois Department of Labor, and Illinois Safety Council, as provided by the substance manufacturer.

PART 3 EXECUTION

IDENTIFICATION OF SUBMITTALS

General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

Internal identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.

Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.

Submittal log: Maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times. Make the submittal log available for the Project Representative's review upon request.

COORDINATION OF SUBMITTALS

General: Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:

- A. Determine and verify all interface conditions, catalog numbers, and similar data.
- B. Coordinate with other trades as required.

SECTION 3 – GENERAL REQUIREMENTS

Grouping of submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned.

TIMING OF SUBMITTALS

General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

Project Representative's review time: In scheduling, allow at least ten (10) calendar days for review by the Project Representative following his receipt of the submittal.

Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

END OF SUB-SECTION – SUBMITTALS

SECTION 3 – GENERAL REQUIREMENTS

3.D. CONSTRUCTION SCHEDULE

PART 1 GENERAL

DESCRIPTION

Work included: To assure adequate planning and execution of the Work so that the Work is completed within the number of days allowed in the Contract, and to assist the Project Representative in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in this Sub-Section.

QUALITY ASSURANCE

Qualifications of scheduling personnel: Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data and in preparation and issue of periodic reports as required below.

Reliance upon approved schedule:

- A. The construction schedule as approved by the Project Representative will be an integral part of the Contract, and will establish interim Contract completion dates for the various activities.
- B. Should any activity not be completed within the stated scheduled date, the Owner shall have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary without additional compensation to the Contractor.
- C. Additional costs incurred by the Contractor in connection with expediting construction activity under this Article shall not be reimbursed to the Contractor by the Owner.
- D. It is expressly understood and agreed that failure by the Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered precedent-setting for any other activities.

SUBMITTALS

General: Comply with the provisions of *Sub- Section 3.C: Submittals of Section 3: General Requirements* of these specifications.

Preliminary analysis: Within fifteen (15) calendar days after receipt of Notice of Award of Contract, submit one reproducible copy and four prints of a construction schedule, to be reviewed and approved or revised and resubmitted at the request of the Project Representative.

Periodic reports: On the first working day of each month following submittal described in the Preliminary Analysis Paragraph above, submit four prints of the construction schedule updated as described in Part 3 of this Sub-Section.

SECTION 3 – GENERAL REQUIREMENTS

PART 2 PRODUCTS

CONSTRUCTION ANALYSIS

Diagram:

- A. Graphically show the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram. Activities shown on the diagram shall include, but are not necessarily limited to:
 1. Project mobilization;
 2. Submittals and approvals of Shop drawings and Samples;
 3. Procurement of equipment and critical materials;
 4. Fabrication of special material and equipment, and their installation and testing;
 5. Final cleanup;
 6. Final inspection and testing;
 7. All activities by the Project Representative that affect progress, required dates for completion, or both, for all and for each part of the Work
- B. The detail of information shall be such that duration times of activities shall normally range from one to fifteen (15) calendar days. The selection and number of activities shall be subject to the Project Representative's approval.
- C. Show on the diagram, as a minimum for each activity, preceding and following event numbers, description of each activity, cost, and activity duration in calendar days. Submit diagram on a sheet as supplied by the Owner.

Mathematical analysis:

- A. Furnish a mathematical analysis of the diagram by manual or computer-aided means, including tabulation of each activity. Show the following information as a minimum for each activity:
 1. Preceding and following event numbers;
 2. Activity description;
 3. Estimated duration of activities;
 4. Earliest start date (by calendar date);
 5. Latest start date (by calendar date);
 6. Earliest finish date (by calendar date);
 7. Latest finish date (by calendar date);
 8. Slack or float (in calendar days);
 9. Monetary value of the activity;
 10. Percentage of activity completed;
 11. Contractor's earnings based on portion of activity completed.

SECTION 3 – GENERAL REQUIREMENTS

- B. The means used in making the mathematical analysis shall be capable of compiling the total value of completed and partially completed activities, and be capable of accepting modifications approved for time adjustment.

MATERIALS STATUS REPORTS

Format: The Contractor's standard materials status report form will be acceptable if, in the Project Representative's judgment, it provides sufficient pertinent data to determine that materials procurement flow appears adequate for all needs of the work.

Contents: Show at least the following information:

- A. Item description, listed in accordance with Specifications Section in which the item is called for;
- B. Purchase Order number and date of issue;
- C. Vendor name;
- D. Date shipped, and shipping means utilized;
- E. Estimated date of arrival at job site;
- F. Actual date of arrival at job site, and receiving report number.

Data processing: Process the data by manual or computer-aided methods, but to a degree of promptness and accuracy assuring complete display of all pertinent current information at date of each periodic report.

PART 3 EXECUTION

PRELIMINARY ANALYSIS

Contents:

- A. Show all activities of the Contractor under this work for the period between receipt of Notice of Award of Contract and submittal of construction schedule required above.
- B. Show the Contractor's general approach to remainder of the Work.
- C. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.

Submittal: Shall be in accordance with Preliminary Analysis Paragraph of Part 1, Submittals above in this Sub-Section.

CONSTRUCTION SCHEDULE

As soon as practicable after receipt of Notice of Award of Contract, complete the construction analysis described in the Construction Analysis and Materials Status Reports Articles above, in preliminary form. Meet with the Project Representative to review contents of proposed construction schedule, and make all revisions agreed upon.

MATERIALS STATUS REPORTS

As soon as practicable after receipt of Notice of Award of Contract, meet with the Project Representative, review contents of proposed Materials Status Reports, and make all revisions to format agreed upon.

SECTION 3 – GENERAL REQUIREMENTS

PERIODIC REPORTS

Contents:

- A. Report actual progress by updating the mathematical analysis.
- B. Note on the summary report, or clearly show on a revised issue of affected portions of the detailed diagram, all revisions causing changes in the detailed program.
- C. Revise the summary report as necessary for clarity.
- D. Show activities or portions of activities completed during the reporting period, and their actual value.
- E. State the percentage of Work actually completed and schedule as of the report date, and the progress in terms of days ahead of or behind the allowable dates.
- F. If the Work is behind schedule, also report progress along other paths with negative slack.
- G. Include a narrative report which shows, but is not necessarily limited to:
 1. A description of the problem areas, current and anticipated;
 2. Delaying factors, and their impact;
 3. An explanation of corrective actions taken or proposed.

Show the date of latest revision. Submit in accordance with the provisions of Periodic Reports Sub-Paragraph of Part 1, Submittals above in this Sub-Section.

Materials Status Reports: On the letter of transmittal accompanying periodic reports, on an accompanying summary sheet, or by other means acceptable to the Project Representative, clearly indicate those items the deliveries of which may become overdue or otherwise hazardous to maintenance of the approved schedule.

REVISIONS

Make only those revisions to approved Construction Schedule and approved Materials Status Reports as are approved in advance by the Project Representative.

END OF SUB-SECTION – CONSTRUCTION SCHEDULE

SECTION 3 – GENERAL REQUIREMENTS

3.E. TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

DESCRIPTION

Work included: Temporary facilities and controls required for this Work include, but are not necessarily limited to:

- A. Temporary utilities such as heat, water, electricity, and telephone
- B. Sanitary facilities
- C. Enclosures such as tarpaulins, barricades, and canopies
- D. Project signs
- E. Fencing of the construction area.
- F. Haul roads.
- G. Dust control
- H. Protection
- I. Waste disposal
- J. Traffic control

Related work described elsewhere:

- A. Except that all equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the Work are not part of this Sub-Section.
- B. Permanent installation and hook-up of the various utility lines are described in the pertinent other Sections and Sub-Sections of these Specifications.

PRODUCT HANDLING

Use all means necessary to maintain temporary facilities and controls in proper and safe condition through progress of the Work.

JOB CONDITIONS

Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the Owner's approval and, when required, provide alternate temporary service.

All connections to existing utilities and utility systems shall be approved by the appropriate utility company prior to commencing the Work under this Sub-Section.

PART 2 PRODUCTS

UTILITIES

General: All temporary facilities shall be subject to the Owner's approval.

SECTION 3 – GENERAL REQUIREMENTS

Water:

- A. Furnish and install all necessary temporary water lines and water supply if necessary, and, upon completion of the Work, remove all such temporary facility.
- B. The Contractor will furnish all water needed for construction.

Electricity:

- A. Furnish and install all necessary temporary wiring if necessary, and up completion of the Work, remove all such temporary facility.
- B. Furnish and install area distribution boxes so located that the individual trades may use 30 m (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the Work, for inspection and for safety.
- C. The Contractor will furnish all electricity consumed during construction. The Contractor shall provide all connections, hardware, distribution boxes required. This shall be incidental to the Contract unless otherwise noted.

Heating: Provide and maintain all heat needed for proper conduct of all operations included in the Work.

Utilities for testing: Normal quantities of utilities required to make final tests of completely installed permanent systems will be furnished by the Contractor.

SANITARY FACILITIES

On Site Facilities: Provide temporary sanitary facilities in the quantity required for use of all personnel.

ENCLOSURES

Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the Work in compliance with all safety and other regulations.

PROJECT SIGNS

Allow no signs or advertising of any kind on the job site except as specifically approved in advance by the Owner.

FENCING OF THE CONSTRUCTION AREA

General: Furnish and install a temporary fence around construction areas on the site, and as shown on the Drawings.

Construction: The temporary fence shall consist of woven wire mesh not less than 1.82m (72") in height, complete with metal posts and all required bracing with truck and pedestrian gates as required.

HAUL ROADS

Provide and maintain all required access to the Work from paved areas and other routes, in strict accordance with all regulations governing the Contractor's use of the site.

SECTION 3 – GENERAL REQUIREMENTS

DUST CONTROL

- A. Use all means necessary to control dust on and near the Work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the Work or if resulting from condition in which the Contractor leaves the site.
- B. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the site.

PROTECTION

- A. Use all means necessary to protect all materials of this Sub-Section before, during, and after installation and to protect all objects and existing utilities designated to remain.
- B. In the event of damage, immediately make all repairs and replacements necessary to meet preconstruction conditions and to the approval of the Project Representative and at no additional cost to the Owner.

WASTE DISPOSAL

Contractor shall provide waste receptacles on site and debris shall be removed on a continuous basis if necessary, in order to keep the site clean and orderly during the course of the Work. Unless otherwise stated, all debris and waste from construction activity should be removed from site and disposed of at an authorized waste management facility.

TRAFFIC CONTROL

Contractor shall be responsible for the furnishing, installation, maintenance, relocation and removal of all temporary traffic control regulations as required by *IDOT Standard Specifications for Road and Bridge Construction* (current edition).

PART 3 EXECUTION

MAINTENANCE AND REMOVAL

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed in writing by the Project Representative.

PAYMENT

Payment for all items under this Sub-Section shall be as incidental to the Contract, unless identified in the Bid Proposal Form as a separate pay item.

END OF SUB-SECTION – TEMPORARY FACILITIES AND CONTROLS

SECTION 3 – GENERAL REQUIREMENTS

3.F. CONSTRUCTION CLEANING

PART 1 GENERAL

REQUIREMENTS INCLUDE

Clean and dispose of waste materials, debris, and rubbish. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Project Representative.

PART 2 PRODUCTS

EQUIPMENT

Provide containers for deposit of waste material, debris, and rubbish.

PART 3 EXECUTION

CLEANING

- A. Maintain areas under Contractor's control free of waste materials, debris, and rubbish.

DISPOSAL

Regularly remove waste materials, debris, and rubbish from the site, and dispose off-site.

END OF SUB-SECTION – CONSTRUCTION CLEANING

SECTION 3 – GENERAL REQUIREMENTS

3.G. STARTING OF SYSTEMS

PART 1 GENERAL

DESCRIPTION

Work included:

- A. Provide material and labor required to perform start-up of each respective item of equipment and system prior to beginning of test, adjust and balance procedures.
 - 1. Provide information and assistance required, cooperate with test, adjust and balance services.
- B. Comply strictly with specified procedures in starting up systems.

Related work described elsewhere:

- 1. See Irrigation Plans and Specifications

Adjustments:

Provide such periodic continuing adjustment services as necessary to insure proper functioning of mechanical systems after occupancy of the Project, and for a period of one year after Date of Substantial Completion.

END OF SUB-SECTION – STARTING OF SYSTEMS

SECTION 3 – GENERAL REQUIREMENTS

3.H. CONTRACT CLOSE-OUT

PART 1 GENERAL

DESCRIPTION

Work Included: To enable an orderly review and process of payment application, and to provide a systematic process for contract closeouts, but is not necessarily limited to:

- A. Substantial Completion
- B. Final Completion
- C. Application for Final Payment
- D. Closeout Submittals

Related Work Described Elsewhere:

- A. *Section 4: Bid Submittal*
- B. *Sub-Section 3.1: Project Record Documents*
- C. *Section 2: General Conditions*

SUBMITTALS

Submit application for payment so stating level of completion, include list of items to be completed.

Declaration Letter of Substantial Completion

- A. Submit on formal company letterhead.
- B. States date Contractor feels they are substantially complete.
- C. States any Work that remains to be completed and anticipated completion.
- D. Requests specific date for substantial completion walk-thru.

Declaration Letter of Final Completion

- A. Submit on formal company letterhead.
- B. States date Contractor feels they are fully complete with the project.
- C. States warranty and maintenance bond obligations from the date of Final Acceptance.
- D. Requests specific date for final completion inspection.
- E. Submit with Project Binder and Record Documents.

PART 2 PRODUCTS

DESCRIPTION

Project Binder: Submit (1) one hard copy three ring binder tabbed and organized with all of the following:

- A. Contractor and sub-contractor contact information along with their warranty and maintenance bond information.
- B. Digital and hard copy as-built and/or record drawings of all work.

SECTION 3 – GENERAL REQUIREMENTS

- C. Compilation of all permits, test reports and inspections, including punch lists and Certificates of Completion.
- D. Operations and maintenance manuals including instructions and video documentation in digital format
- E. Projected anticipated future life cycle care and maintenance requirements.
- F. Final materials schedules with name, description, model and serial numbers, and manufacturer contact info.
- G. Copies of all approved submittals.
- H. Original contract.
- I. Approved change orders.
- J. Approved field orders.
- K. Final Accounting statement and documents. (See Closeout Submittals below in this Sub-Section.)

PART 3 EXECUTION

SUBSTANTIAL COMPLETION

When the Work is substantially complete, submit written declaration to the Project Representative so stating. Include list of items to be completed or corrected.

Prior to substantial completion inspection submit:

- A. Operating and maintenance data, which includes yearly tasks as well reasonable life cycle tasks along with anticipated future replacement date.
- B. Instruct District's personnel in operation and maintenance of all systems and equipment. Owner training shall be videotaped and transferred digitally to be submitted with the project binder.

Project Representative will make a preliminary inspection within seven (7) business days after receipt of Contractor's Declaration.

Upon determining that Work is substantially complete Project Representative will prepare a punch list of items to be completed or corrected, as determined by the inspection.

The Project Representative will prepare and process a certificate of substantial completion containing:

- A. Date of substantial completion.
- B. Punch list items to be completed or corrected.
- C. The time in which punch list items shall be completed or corrected.
- D. Date that the project will be open to the public.
- E. Signatures of Project Representative and Contractor.

Contractor shall complete all Work listed for completion or correction within designated time.

At time of inspection, should substantial completion not be certified, complete the Work and resubmit the declaration in accordance with the first paragraph of this article, "Substantial Completion."

SECTION 3 – GENERAL REQUIREMENTS

FINAL COMPLETION

When work is finally completed, submit written declaration to the Project Representative that:

- A. Work complies with all aspects of contract documents.
- B. All items on substantial completion punch list have been completed or corrected.
- C. All tools, construction equipment and surplus materials have been removed from site.

Project Representative will make final inspection with contractor to ensure completion of all contract requirements.

When Project Representative considers that all Work is finally complete in accordance with contract document requirements, closeout documents will be prepared and processed and the Certificate of Final Completion shall be issued.

CLOSEOUT SUBMITTALS

Contractor is required to submit:

- A. Final Sworn Statement
- B. Contractor's Affidavit of Payment of Debts and Claims
- C. Contractor's Affidavit of Release of Liens
- D. Consent of Surety to Final Payments
- E. Contractor's Release of Waiver of Liens
- F. Completed project record documents
- G. Project Binder

Contractor is required to submit separate Releases of Waiver of Liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties. Submittal shall also include but not be limited to:

- A. All Change Orders
- B. Unit Prices
- C. Liquidated Damages
- D. Deduction for uncorrected work

Contractor is required to submit Final Accounting Statement, reflecting all adjustments to contract sum:

- A. Original contract sum
- B. Additions and deductions resulting from all Change Orders, unit prices and/or deductions
- C. Liquidated damages as required
- D. Total contract sum
- E. Previous requirements
- F. Remaining sum due

SECTION 3 – GENERAL REQUIREMENTS

Owner will process adjusted Final Statement in accordance with conditions of the contract.

END OF SUB-SECTION – CONTRACT CLOSEOUT

SECTION 3 – GENERAL REQUIREMENTS

3.I. PROJECT RECORD DOCUMENTS

PART 1 GENERAL

DESCRIPTION

Work included:

- A. Throughout the progress of the Work of this Contract, maintain an accurate record of all changes in the Contract Documents, as described in the Maintenance of Job Set Article below.
- B. Upon completion of the Work of this Contract, transfer the recorded changes to a set of Record Documents, as described in the Final Record Documents Article below.

QUALITY ASSURANCE

General: Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved in advance by the Owner.

Accuracy of records: Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to properly show the change. Accuracy of records shall be such that future searches for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents.

Timing of entries: Make all entries within 24 hours after receipt of information.

SUBMITTALS

General: The Owner's approval of the current status of Record Documents will be a prerequisite to the Owner's approval of requests for progress payment and request for final payment under the Contract.

Progress submittals: Prior to submitting each request for progress payment, secure the Owner's approval of the Record Documents as currently maintained.

Final submittal: Prior to submitting request for final payment, submit the final Record Documents to the Owner and secure his approval.

PRODUCT HANDLING

Use all means necessary to maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer for the recorded data to the final Record Documents. In the event of loss of recorded data, use all means necessary to secure the data to the Owner's approval; such means shall include, if necessary in the opinion of the Owner, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the Contract Documents.

PART 2 PRODUCTS

RECORD DOCUMENTS

Job set: Promptly following award of Contract, secure from the Owner, at no charge to the Contractor, one complete bond copy set of all Documents comprising the Contract.

SECTION 3 – GENERAL REQUIREMENTS

Final record documents: At a time near the completion of the Work, secure from the Owner at no charge to the Contractor, one complete set of bond copies of all Drawings included in the Contract.

PART 3 EXECUTION

MAINTENANCE OF JOB SET

Identification: Immediately upon receipt of the job set described in the Job Set Paragraph above, identify each of the Documents with the title "RECORD DOCUMENTS – JOB SET".

Preservation:

- A. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Owner.
- B. Do not use the job set for any purpose except entry of new data and for review by the Owner, until start of transfer of data to final Record Documents.
- C. Maintain a job set at the site of Work as that site is designated by the Owner.

Making entries on drawings:

Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by note and by graphic line, as required. Date all entries. Call attention to the entry by a "cloud" around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

Making entries on other documents:

- A. Where changes are caused by directives issued by the Owner, clearly indicate the change by note in ink, colored pencil, or rubber stamp.
- B. Where changes are caused by Contractor originated proposals approved by the Owner, including inadvertent errors by the Contractor, which have been accepted by the Owner, clearly indicate the change by note in erasable colored pencil.
- C. Make entries in the pertinent Documents as approved by the Owner.

Conversion of schematic layouts:

- A. In most cases on the Drawings, arrangement of conduits and circuits, piping, ducts, and other similar items, is shown schematically and is not intended to portray precise physical layout. Final physical arrangement is as determined by the Contractor, subject to the Owner's approval. However, design of future modifications of the facility may require accurate information as to the final physical arrangement of items which are shown only schematically on the Drawings.
- B. Show on the job set of Record Drawings, by dimension accurate to within 150 mm (6"), the centerline of each run of items such as is described in Paragraph (1) above. Clearly identify the item by accurate note such as "cast iron drain", "galv. water", "cmp rccp", etc. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", etc.). Make all identification sufficiently descriptive that it may be related reliably to the Specifications.

SECTION 3 – GENERAL REQUIREMENTS

- C. The Owner may waive the requirements for conversion of schematic data where, in the Owner's judgment, such conversion served no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Owner.
- D. Timing of entries: Be alert to changes in the Work from how it is shown on the Contract Documents. Promptly, and in no case later than 24 hours after the change has occurred and been made known to the Contractor, make the entry or entries required.

Accuracy of entries: Use all means necessary, including the proper tools for measurement, to determine actual locations of the installed items.

FINAL RECORD DOCUMENTS

General: The purpose of the final Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation, and examination.

Approval of recorded data prior to transfer: Following receipt of the bond copies described in the Final Record Documents Paragraph in Part 2 Products above and prior to start of transfer of recorded data thereto, secure a review by the owner of all recorded data. Make all required revisions.

Transfer of data to drawings: Carefully transfer all change data shown on the job set of Record Drawings to the corresponding plans, coordinating the changes as required, and clearly indicating at each affected detail and other drawing the full description of all changes made during construction and the actual location of items described in the "Conversion of Schematic Layouts" article in Part 3 above of this Sub-Section. Call attention to each entry by drawing a "cloud" around the area or areas affected. Make all change entries on the bond copies neatly, consistently, and in ink or crisp black pencil.

Transfer of data to other documents: If the Documents other than Drawings have been kept clean successfully during progress of the Work, and if entries have been sufficiently orderly thereon to the approval of the Owner, the job set of those Documents (other than Drawings) will be accepted by the Owner as final Record Documents for those Documents. If any such Document is not so approved by the Owner, secure a new copy of that Document from the Owner at the Owner's usual charge for reproduction; carefully transfer the change date to the new copy and to the approval of the Owner. Final record documents shall be submitted in both digital and hardcopy formats. Digital formats shall be scanned and saved as PDF on the closeout USB drive.

Review and approval: Submit the completed total set of Record Documents to the Owner as described in the Final Submittal Paragraph above. Participate in review meeting or meetings as required by the Owner, make all required changes in the Record Documents, and promptly deliver the final Record Documents to the Owner.

CHANGES SUBSEQUENT TO ACCEPTANCE

The Contractor shall have no responsibility for recording changes in the Work subsequent to acceptance of the Work by the Owner, except for changes resulting from replacements, repair, and alterations made by the Contractor as part of his guarantee.

END OF SUB-SECTION – PROJECT RECORD DOCUMENTS

END OF SECTION 3 – GENERAL REQUIREMENTS

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

4.A. BID SUBMITTAL CHECKLIST

TO BE RETURNED WITH BID SUBMITTAL

Project Title / Reference #: Maple Meadows Golf Preserve Improvements, Z-436-000

Bid Due Date and Time of Bid Opening: Friday, April 11, 2025 at 11:00 A.M. CST. Bid Opening to occur at 1:00 P.M. CST

Bidder should use this Form as a final check to ensure that all required documents are completed and included with the Bid Submittal and Bidder acknowledges and can provide required documentation. Bidder must mark each blank below as appropriate. **Failure to complete the bid submittal checklist in its entirety may result in the rejection of the bid.**

1. Bidder Acknowledgements

- Yes No Prevailing Wage Certified Payroll: Contractor acknowledges the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01.
- Yes No Bidder acknowledges and complies with the Responsible Bidder Requirements as outlined in the District's Purchasing Policy, **Ordinance No. 22-132**, Section 11 and shall provide proof of compliance upon request.
- Yes No Bidder has an Equal Opportunity Employer Policy per Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions) and shall be provided upon request.
- Yes No Bidder attended the Mandatory Pre-Bid Conference. (See Table in Section 1.A: Important Information of the specifications for conference date, time and location).
- Yes No Bidder acknowledges the ability to obtain Sufficient Insurance Coverage for Project Certificate and shall be required to submit certificates after contract award. Refer to Section 2.G: Legal Relations and Responsibility to Public of the specifications for required coverage.
- Yes No Bidder acknowledges that Form W-9 with Taxpayer Identification Number shall be required at time of contract award.
- Yes No Bidder acknowledges that a Construction Performance Bond and a Construction Payment Bond as outlined in Section 2.C shall be required at time of contract award.
- Yes No Bidder has reviewed the Specifications and Bid Proposal, including all referenced documents and instructions, filled in all relevant blanks

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

of Section 4 – Bid Submittal, has visited and become familiar with the project site, and provided any requested information.

- Yes No Bidder has signed and filled out all Bidder information and signed necessary document pages including the Bid Proposal Form, Bidder's Qualification Statement, and Bid Security of *Section 4 – Bid Submittal*.

2. Bid Submittal Checklist

- Yes No The completion and submission of all of Section 4.A, 4.B, 4.C, 4.D and 4.E.
- Yes No Acknowledgment any and all addenda to the Specifications and Bid Proposal in making this Bid by noting appropriately on the Section 4.B Bid Proposal Form.
- Yes No Bidder has submitted its Bid Security. (See Sub-Section 1.D: Bid Security for details about the Bid Security; if submitting a bid bond for the bid security, include the form from Sub-Section 4.D.)
- Yes No Submission of supplemental information as required per Section 1.E - Bidder's Qualification Requirements
- Yes No Bidder has packaged the Bid Submittal in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time. (See Table Section 1.A: Important Information of the specifications for bid submittal due date and location.)
- Yes No License and Registration to do Business in Illinois: submit a copy of your Current Illinois Secretary of State Certificate of Good Standing

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Bidder's Name (Please print or type): _____

Date: _____

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

4.B. BID PROPOSAL FORM

In submitting this Bid Proposal, the undersigned person(s) hereby declares that the only parties having an interest in the Bid Proposal as principals are those named herein, and that the Bid Proposal is made without collusion with any other person, firm or corporation.

The undersigned person(s) further declare, having carefully examined the Construction Drawings, Bid Proposal Form, specifications, form of Contract and contract bonds, general conditions, general requirements and special provisions entitled: **“Maple Meadows Golf Preserve improvements, Project #Z-436-000” Dated: February 25,2025**, prepared for the construction of this project, and also having received, read, and taken into account all addenda thereto as follows: (list in the following space, the number of and date of each addendum received).

Addendum Number:

Date Received:

and having inspected all of the local conditions affecting the Contract and the detailed requirements of the Work and understanding that in making this bid proposal the undersigned waives all rights to pleading misunderstanding regarding the same.

The undersigned further understands and agrees that if this Bid Proposal is accepted, the undersigned is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work, and to furnish all the labor, materials or equipment specified in the Contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, in accordance with the requirements therein set forth, for the following sum, as calculated in the “Schedule of Unit Prices”, form:

BASE BID

Total Materials and Labor for the Sum of:

\$ _____

(Base Bid written in numerals)

_____ Dollars

(Base Bid written in words)

ALTERNATE #1 BID

Total Materials and Labor for the Sum of:

\$ _____

Circle One: ADDITION DEDUCTION

(Alternate #1 Bid written in numerals)

_____ Dollars

(Alternate #1 written in words)

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

ALTERNATE #2 BID

Total Materials and Labor for the Sum of: \$ _____
Circle One: ADDITION DEDUCTION (Alternate #2 Bid written in numerals)

_____ Dollars
(Alternate #2 written in words)

ALTERNATE #3 BID

Total Materials and Labor for the Sum of: \$ _____
Circle One: ADDITION DEDUCTION (Alternate #3 Bid written in numerals)

_____ Dollars
(Alternate #3 written in words)

ALTERNATE #4 BID

Total Materials and Labor for the Sum of: \$ _____
Circle One: ADDITION DEDUCTION (Alternate #4 Bid written in numerals)

_____ Dollars
(Alternate #4 written in words)

GRAND TOTAL BID (BASE BID + ALL ALTERNATE BIDS)

Total Materials and Labor for the Sum of: \$ _____
(Grand Total Bid written in numerals)

_____ Dollars
(Grand Total Bid written in words)

Accompanying this Bid Proposal Form is a certified check, bank draft, cashier's check or bid bond (using form provided by the Owner) complying with the requirements of the general conditions, as shown in the Invitation to Bid, made payable to the Owner, in the amount of at least ten percent (10%) of the Grand Total Bid:

\$ _____
(Bid Bond Amount written in numerals)

_____ Dollars
(Bid Bond Amount written in words)

The undersigned agrees that all Work to be performed under this Contract shall be substantially complete by the Substantial Completion Date and Final Completion Date specified in *Sub-Section 1-F: Completion Dates*. Liquidated damages shall apply to said Substantial Completion Date and Final Completion Date, per *Sub-Section 1-F: Completion Dates* of these Specifications.

The undersigned further agrees to execute a Contract for this Work and present same to the Owner within fifteen (15) calendar days after receiving a written Notice of the Award of Contract.

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

The undersigned further agrees to execute and present within fifteen (15) calendar days after receiving a written Notice of the Award of Contract, a Performance Bond, and Material and Labor Payment Bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of the Work and the payment of all labor and materials in accordance with the terms of the Contract.

The undersigned further agrees to furnish within fifteen (15) calendar days after receiving a written Notice of Award of Contract, all Certificates of Insurance required by the Contract, declaration page(s) for all policies specified herein and endorsements or other documentation indicating that the Owner has been named as additional insured under the policies as required by the Contract. The Contractor shall also provide the Owner within said 15-day period with a construction schedule.

The undersigned further acknowledges and complies with the Responsible Bidder Requirements as outlined in the District's Purchasing Policy, **Ordinance No. 22-132**, Section 11.

The undersigned further acknowledges and complies with the provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.

The undersigned further agrees to begin the Work not later than fifteen (15) calendar days after receiving the Notice to Proceed, and unless otherwise provided, and to prosecute the Work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion by the date specified herein, unless additional time shall be granted by the Project Representative in accordance with the provisions of *Section 2: General Conditions*, it being understood and agreed that the completion by the specified date is of the essence of the Contract.

If this Proposal is accepted and the undersigned shall fail to execute a Contract and furnish Contract Bonds or fail to deliver the Certificate of Insurance, declaration pages or Construction Schedule as required herein, it is hereby agreed that the full amount of the ten percent (10%) bid security shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the undersigned's default; otherwise said bid security shall be returned to the undersigned.

(Contractor Name)_____ hereby certifies that it is not barred from bidding on this Contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of 1961.

Signature: _____

Title: _____

Date: _____

See additional signatures on following pages

(SEAL)

IF AN INDIVIDUAL

SIGNATURE OF BIDDER _____

Doing Business as _____

Business Address _____

(SEAL)

IF A PARTNERSHIP

NAME OF FIRM _____

Signature _____

Business Address _____

Name and Address of all members of Partnership:

IF A CORPORATION

(CORPORATE SEAL)

Corporate Names _____

A Corporation in the State _____

Signature _____

Business Address _____

Names of Officers

PRESIDENT

SECRETARY

TREASURER

Attested by _____

Secretary _____

END OF SUB-SECTION – BID PROPOSAL FORM

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

4.C. SCHEDULE OF UNIT PRICES

The following unit prices and Alternates, if applicable, shall provide the basis for determining the total amount of the Bidder's Bid and the Contract. Bidders must bid on all Alternates. Bids shall be evaluated on the Grand Total Bid. A limited budget exists for the Work. If the lowest Grand Total Bid submitted by all Bidders exceeds the project budgeted amount, bids shall be subsequently re-evaluated based on removal of one or more alternates selected by the Owner. If the lowest Base Bid exceeds the budget, the Owner may incrementally deduct the fixed price of Miscellaneous Items per Project Representative equally from all bids until the Base Bid from two Bidders is below the project budget.

In case of any discrepancies in the figures submitted, unit prices shall govern over total prices, unless the unit price is omitted. If both the unit price and total price are omitted, the bid shall be rejected.

ITEM NO.	S.P. NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
1	SP 1.1	MOBILIZATION AND SITE PREPARATION	L SUM	1	\$	\$
2	SP 1.43	PERFORMANCE AND PAYMENT BOND	L SUM	1	\$	\$
3	SP 1.42	MISCELLANEOUS ITEMS ORDERED BY PROJECT REPRESENTATIVE	UNIT	500,000	\$1.00	\$ 500,000.00
4	SP 1.2	CONSTRUCTION LAYOUT AND SURVEY REQUIREMENTS	L SUM	1	\$	\$
5	SP 1.3	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$	\$
6	SP 1.5 / 20100110	TREE REMOVAL (6-15)	INCH	470	\$	\$
7	SP 1.5 / 20100210	TREE REMOVAL (15 INCHES +)	INCH	174	\$	\$
8	SP 1.5 / 20101200	TREE ROOT PRUNING	EACH	25	\$	\$

RETURN WITH BID**SECTION 4 – BID SUBMITTAL**

9	SP 1.5	TEMPORARY TREE FENCING	FOOT	1,500	\$	\$
10	SP 1.5	TREE TRUNK PROTECTION	EACH	25	\$	\$
11	SP 1.5	SAND REMOVAL	L SUM	1	\$	\$
12	SP 1.5	GRASS AND TURF REMOVAL - GOLF COURSE	ACRE	112	\$	\$
13	SP 1.6 / 20200100	EARTH EXCAVATION - PARKING LOT	CU YD	5,300	\$	\$
14	SP 1.7 / 21101505	TOPSOIL EXCAVATION AND PLACEMENT - PARKING LOT	CU YD	111	\$	\$
15	SP 1.8 / 28001100	EROSION CONTROL BLANKET	SQ YD	10,000	\$	\$
16	SP 1.8 / Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ FT	4,000	\$	\$
17	SP 1.8	SILT FENCE	L FOOT	1,800	\$	\$
18	SP 1.8	SILT WORM	L FOOT	9,079	\$	\$
19	SP 1.9 / 30103000	SHAPING AND GRADING ROADWAY - PARKING LOT	SQ YD	1,077	\$	\$
20	SP 1.10 / 35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	438	\$	\$
21	SP 1.10 / 35102200	AGGREGATE BASE COURSE TYPE B - 10"	SQ YD	6,418	\$	\$
22	SP 1.11 / 44000600	SIDEWALK AND CART PATH REMOVAL	SQ FT	265,318	\$	\$

RETURN WITH BID**SECTION 4 – BID SUBMITTAL**

23	SP 1.12 / 55100200	STORM SEWER REMOVAL - 6"	L FOOT	164	\$	\$
24	SP 1.12 / 55100500	STORM SEWER REMOVAL - 12"	L FOOT	220	\$	\$
25	SP 1.12 / 55100700	STORM SEWER REMOVAL - 15"	L FOOT	30	\$	\$
26	SP 1.12 / 55101200	STORM SEWER REMOVAL - 24"	L FOOT	10	\$	\$
27	SP 1.12 / 55101400	STORM SEWER REMOVAL - 30"	L FOOT	114	\$	\$
28	SP 1.12 / 55101600	STORM SEWER REMOVAL - 36"	L FOOT	67	\$	\$
29	SP 1.13 / 56400300	FIRE HYDRANT TO BE ADJUSTED	EACH	1	\$	\$
30	SP 1.13 / 56400400	FIRE HYDRANT TO BE RELOCATED	EACH	1	\$	\$
31	SP 1.13 / 56400500	FIRE HYDRANT TO BE REMOVED	EACH	3	\$	\$
32	SP 1.14 / 60200105	CATCH BASIN TYPE A – 4' DIAMETER – TYPE 1 OPEN LID	EACH	2	\$	\$
33	SP 1.14 / 60200805	CATCH BASIN TYPE A – 4' DIAMETER – TYPE 8 GRATE	EACH	1	\$	\$
34	SP 1.14 / 60206905	CATCH BASIN TYPE C – TYPE 1 FRAME, OPEN LID	EACH	1	\$	\$
35	SP 1.14 / 60207605	CATCH BASIN TYPE C – TYPE 8 FRAME AND GRATE	EACH	2	\$	\$
36	SP 1.14 / 60218300	MANHOLE TYPE A – 4' DIAMETER – TYPE 1 OPEN LID	EACH	2	\$	\$

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

37	SP 1.14 / 60218400	MANHOLE TYPE A – 4' DIAMETER – TYPE 1 CLOSED LID	EACH	1	\$	\$
38	SP 1.14 / 60219000	MANHOLE TYPE A – 4' DIAMETER – TYPE 8 FRAME AND GRATE	EACH	1	\$	\$
39	SP 1.14 / 60223800	MANHOLE TYPE A – 6' DIAMETER – TYPE 1 FRAME AND LID	EACH	1	\$	\$
40	SP 1.14 / 60236200	INLET TYPE A – TYPE 8 FRAME AND GRATE	EACH	1	\$	\$
41	SP 1.14 / 60255800	INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	EACH	2	\$	\$
42	SP 1.14 / 60255800	MANHOLE TO BE ADJUSTED WITH NEW FRAM TYPE 1 AND CLOSED LID	EACH	1	\$	\$
43	SP 1.14 / 60256400	MANHOLE TO BE ADJUSTED WITH NEW FRAME TYPE 1 AND GRATE TYPE 8	EACH	1	\$	\$
44	SP 1.14 / 60265700	VALVE VAULTS TO BE ADJUSTED	EACH	2	\$	\$
45	SP 1.14 / 60266600	VALVE BOXES TO BE ADJUSTED	EACH	3	\$	\$
46	SP 1.15 / 81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	L FOOT	360	\$	\$
47	SP 1.15 / 81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	3	\$	\$
48	SP 1.15 / 83600200	LIGHT POLE FOUNDATION - 24" DIAMETER	L FOOT	48	\$	\$
49	SP 1.15	LIGHT POLE FOUNDATION - 12" DIAMETER	L FOOT	28	\$	\$
50	SP 1.16 / X0322916	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	EACH	4	\$	\$

RETURN WITH BID**SECTION 4 – BID SUBMITTAL**

51	SP 1.17 / X0350810	BOLLARD REMOVAL	EACH	7	\$	\$
52	SP 1.18 / X2130010	EXPLORATION TRENCH, (SPECIAL)	L FOOT	300	\$	\$
53	SP 1.19 / X5220102	RETAINING WALL REMOVAL	L FOOT	536	\$	\$
54	SP1.20 / Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	13	\$	\$
55	SP 1.21	CASING SLEEVE	L FOOT	46	\$	\$
56	SP 1.22	DEWATERING PONDS	L SUM	1	\$	\$
57	SP 1.22	DEWATERING BORROW AREAS	L SUM	1	\$	\$
58	SP 1.23	WATER SERVICE LINE - 1"	EACH	1	\$	\$
59	SP 1.24	CONCRETE CURB STOP	EACH	4	\$	\$
60	SP 1.25	DRAINAGE CURB CUTS	EACH	16	\$	\$
61	SP 1.26	FLAG POLES TO BE REMOVED AND REPLACED	EACH	3	\$	\$
62	SP 1.27	BIOSWALE PLANTINGS	SQ FT	5,952	\$	\$
63	SP 1.27	BIOSWALE SOIL	CU YD	221	\$	\$
64	SP 1.28	ROCK OUTLET PROTECTION	SQ YD	25	\$	\$

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

65	SP 1.29	TOPSOIL STRIPPING & STOCKPILING - GOLF COURSE	CU YD	90,531	\$	\$
66	SP 1.30	GOLF COURSE GREEN SHAPING	EACH	20	\$	\$
67	SP 1.30	GOLF COURSE TEE SHAPING	SET	18	\$	\$
68	SP 1.30	GOLF COURSE BUNKER SHAPING	EACH	49	\$	\$
69	SP 1.30	GOLF COURSE CUT/FULL	CU YD	47,301	\$	\$
70	SP 1.31	DEBRIS PICKUP & REMOVAL	L SUM	1	\$	\$
71	SP 1.32	GOLF COURSE GREEN CONSTRUCTION	SQ FT	145,178	\$	\$
72	SP 1.32	GOLF COURSE TEE CONSTRUCTION	SQ FT	187,417	\$	\$
73	SP 1.32	GOLF COURSE BUNKER CONSTRUCTION	SQ FT	65,607	\$	\$
74	SP 1.33	12" INLET	EACH	127	\$	\$
75	SP 1.33	18" CATCH BASIN INLET	EACH	2	\$	\$
76	SP 1.33	24" CATCH BASIN INLET	EACH	1	\$	\$
77	SP 1.33	21" ADS PIPE	L FOOT	135	\$	\$
78	SP 1.33	18" ADS PIPE	L FOOT	740	\$	\$

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

79	SP 1.33	12" ADS PIPE	L FOOT	1,300	\$	\$
80	SP 1.33	8" ADS PIPE	L FOOT	4,375	\$	\$
81	SP 1.33	6" ADS PIPE	L FOOT	7,160	\$	\$
82	SP 1.33	4" ADS PIPE	L FOOT	3,225	\$	\$
83	SP 1.33	4" END SECTIONS	EACH	12	\$	\$
84	SP 1.33	6" END SECTIONS	EACH	19	\$	\$
85	SP 1.33	8" END SECTIONS	EACH	16	\$	\$
86	SP 1.33	12" END SECTIONS	EACH	10	\$	\$
87	SP 1.33	18" END SECTIONS	EACH	3	\$	\$
88	SP 1.33	21" END SECTIONS	EACH	2	\$	\$
89	SP 1.34	FINISH PREP	L SUM	1	\$	\$
90	SP 1.34	SEED FAIRWAY	SQ FT	1,470,582	\$	\$
91	SP 1.34	SEED GREENS	SQ FT	145,178	\$	\$
92	SP 1.34	SEED TEES	SQ FT	187,417	\$	\$

RETURN WITH BID**SECTION 4 – BID SUBMITTAL**

93	SP 1.34	SEED ROUGH	SQ FT	1,271,636	\$	\$
94	SP 1.34	BLUEGRASS SOD	SQ FT	224,312	\$	\$
95	SP 1.34	RTF SOD	SQ FT	21,570	\$	\$
96	SP 1.35	CART PATH CONSTRUCTION	SQ FT	206,048	\$	\$
97	SP 1.35	CART PATH CURB	L FOOT	9,199	\$	\$
98	SP 1.37	IRRIGATION	L SUM	1	\$	\$
99	SEE CIVIL DETAILS	LIGHT UNIT, DOUBLE ARM, COMPLETE	EACH	4	\$	\$
100	SEE CIVIL DETAILS	LIGHT UNIT, SINGLE ARM, COMPLETE	EACH	4	\$	\$
101	SEE CIVIL DETAILS	PEDESTRIAN PATH LIGHT, COMPLETE	EACH	8	\$	\$
102	SP 1.36	PUMP HOUSE DEMOLITION	EACH	2	\$	\$
103	SP 1.38	UPLAND LOW SEEDING	ACRE	32.45	\$	\$
104	SP 1.38	WETLAND LOW SEEDING	ACRE	14.50	\$	\$
105	SP 1.38	WETLAND BUFFER - FESUCE SEED MIX	ACRE	0.51	\$	\$
106	SP 1.39	ECOLOGICAL MAINTENANCE (1YR)	L SUM	1.0	\$	\$

RETURN WITH BID**SECTION 4 – BID SUBMITTAL**

107	SP 1.41 / 25000210	SEEDING, CLASS 2A	ACRE	2.05	\$	\$
108	20800150	TRENCH BACKFILL	CU YD	111	\$	\$
109	25000200	PARKING LOT - SEEDING, CLASS 2	ACRE	1.0	\$	\$
110	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	15,573	\$	\$
111	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,557	\$	\$
112	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	902	\$	\$
113	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	623	\$	\$
114	42000300	PORTLAND CEMENT CONCRETE PAVEMENT 8"	SQ YD	23	\$	\$
115	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,942	\$	\$
116	42400800	DETECTABLE WARNINGS	SQ FT	226	\$	\$
117	44000100	PAVEMENT REMOVAL	SQ YD	5,395	\$	\$
118	44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	1,077	\$	\$
119	44000500	COMBINATION CURB & GUTTER REMOVAL	L FOOT	2,914	\$	\$
120	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	284	\$	\$

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

121	60108204	PIPE UNDERDRAINS, TYPE 2, 4"	L FOOT	175	\$	\$
122	60108212	PIPE UNDERDRAINS, TYPE 2, 12"	L FOOT	125	\$	\$
123	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	L FOOT	2,703	\$	\$
124	72000100	SIGN PANEL - TYPE 1	SQ FT	6	\$	\$
125	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	5	\$	\$
126	72800100	TELESCOPING STEEL SIGN SUPPORT	L FOOT	35	\$	\$
127	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	102	\$	\$
128	78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	3,006	\$	\$
129	84200500	REMOVAL OF LIGHTING UNIT, SALVAGE	EACH	17	\$	\$
130	84200804	REMOVAL OF LIGHT POLE FOUNDATION	EACH	17	\$	\$
					BASE BID =	\$

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

131		ALTERNATE #1 - CART PATH CONSTRUCTION - ADDITIONAL 2" BASE COURSE	SF	206,048	\$	\$
132		ALTERNATE #2- ELIMINATE THE MODIFIED USGA CONSTRUCTION GREENS TO BE CONSTRUCTED WITH EIGHT INCHES [8"] OF RZM ON TOP OF INSTALLED DRAINAGE (DIFFERENCE)	L SUM	1	\$	\$
133		ALTERNATE #3- REPLACE SPECIFIED THELENS DIAMOND SAND WITH THELENS DOUBLE DIAMOND SAND (DIFFERENCE)	L SUM	1	\$	\$
134		ALTERNATE #4 - TEES TO BE BUILT FROM 6" OF PRIME TOPSOIL, ELIMINATE FOUR INCH [4"] RZM (DIFFERENCE)	L SUM	1	\$	\$

GRAND TOTAL BID (BASE BID + ALL ALTERNATIVES) =	\$
--	-----------

END OF SUB-SECTION – SCHEDULE OF UNIT PRICES

4.D. BIDDER'S QUALIFICATION STATEMENT

PURPOSE OF STATEMENT

The information supplied by the Bidder on this form as provided in *Sub-Section 1.D: Instructions to Bidders*, will be used by the Owner to evaluate the Bidder's understanding of the Project requirements, and the Bidder's financial background, previous experience and overall ability to perform the Work in a proper and timely manner.

BIDDER IDENTIFICATION

Bidder Name: _____

Bidder Address: _____

Phone Number: _____

Submitted By: _____ (Name) _____ (Title)

EXPERIENCE QUESTIONNAIRE

1. How many years has your organization been in business under your present business name? _____
2. How many years' experience in construction work has your organization had: as a prime contractor _____, or as a subcontractor _____ ?
3. What is your organization's registration or license number, as issued by the State of Illinois? _____
4. Is your organization presently prequalified by the Illinois Department of Transportation (IDOT)? Please circle one: **YES** or **NO**
If yes, please attach a copy of your IDOT prequalification certificate to this document.
5. State the amount of the largest Performance Bond that was obtained by your organization from a certified surety company during the last two years. \$ _____
Also state the name _____ and telephone number _____ of the surety company from which this Performance Bond was obtained.

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

6. Has a claim been filed against any of your Performance Bonds or Labor and Material Payment Bonds within the last five years? Please circle one: **YES** or **NO**

If so, explain in detail on a separate sheet the sureties involved, the circumstances surrounding the claim and the final resolution of the claim.

7. Please list below the approximate dollar amount of contracts awarded to your organization during the current and last two years:

	<u>CURRENT YEAR</u>	<u>LAST YEAR</u>	<u>YEAR BEFORE LAST</u>
(a) Total Work Volume	\$ _____	\$ _____	\$ _____
(b) Amount of (a) That Was Sublet	\$ _____	\$ _____	\$ _____

8. Please list below the most recent past or present projects that your organization has successfully constructed that you feel are most similar in nature to the Project for which this Bid is being submitted:

PROJECT DESCRIPTION	LOCATION	OWNER	CONTRACT AMOUNT	CONTRACT DATES
1.				
2.				
3.				
4.				
5.				
6.				

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

9. For the projects listed previously, please supply the name of a reference from the Owner and from the Owner’s Field Representative (who was acting as the Inspector during each particular project):

NAME OF OWNERS REFERENCE	PHONE NO.	NAME OF INSPECTOR	PHONE NO.
1.			
2.			
3.			
4.			
5.			
6.			

10. Please list below background information on the individuals in your organization that will be principally involved in the administration, coordination, and field supervision of the Project for which this Bid is being submitted:

INDIVIDUAL’S NAME	POSITION/ TITLE	YEARS OF EXPERIENCE	YEARS WITH ORGANIZATION
1.			
2.			
3.			
4.			
5.			
6.			

EQUIPMENT PRESENTLY OWNED TO BE USED ON PROJECT

Please list below information on the main pieces of equipment presently owned by your organization that you intend to use on the Project for which this Bid is being submitted:

DESCRIPTION OF EQUIPMENT (Size, Capacity, Etc)	QUANTITY	MANUFACTURER	AGE

EQUIPMENT TO BE LEASED OR RENTED FOR PROJECT

Please list below information on the main pieces of equipment not owned by your organization that you intend to lease or rent in order to complete the Project for which this Bid is being submitted:

DESCRIPTION OF EQUIPMENT (Size, Capacity, Etc)	QUANTITY	MANUFACTURER	RENTOR/LEASOR

EQUIPMENT TO BE PURCHASED FOR PROJECT

Please list below information on the main pieces of equipment not presently owned by your organization that you intend to purchase in order to complete the Project for which this Bid is being submitted:

DESCRIPTION OF EQUIPMENT (Size, Capacity, Etc)	QUANTITY	MANUFACTURER

WORK TO BE SUBCONTRACTED

Please list below that portion of the Work for which you intend to retain a subcontractor:

DESCRIPTION OF WORK TO BE SUBLET	APPROX. COST	PROBABLE SUBCONTRACTOR
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Earthwork Contractor Qualifications

- A. Company Name _____
- B. Number of Years of Experience in business under current name _____
- C. Number of Employees _____
- D. Number of Years Contractor (or Sub) has performed required work _____
- E. Provide as a separate attachment all documents necessary as proof that the Earthwork Contractor meets the minimum requirements of *Sub-Section 1.E: Bidder's Qualifications Requirements*. For the example projects listed, please supply the project name and location, the name of a reference from the Owner as well as a brief description of the scope of work.

Golf Course Contractor Qualifications

- A. Company Name _____
- B. Number of Years of Experience in business under current name _____
- C. Number of Employees _____
- D. Number of Years Contractor (or Sub) has performed required work _____
- E. Provide as a separate attachment all documents necessary as proof that the Golf Course Contractor meets the minimum requirements of *Sub-Section 1.E: Bidder's Qualifications Requirements*. For the example projects listed, please supply the project name and location, the name of a reference from the Owner as well as a brief description of the scope of work.

Irrigation Contractor Qualifications

- F. Company Name _____
- G. Number of Years of Experience in business under current name _____
- H. Number of Employees _____
- I. Number of Years Contractor (or Sub) has performed required work _____
- J. Provide as a separate attachment all documents necessary as proof that the Irrigation Contractor meets the minimum requirements of *Sub-Section 1.E: Bidder's Qualifications Requirements*. For the example projects listed, please supply the project name and location, the name

Native Enhancement Contractor Qualifications

- K. Company Name _____
- L. Number of Years of Experience in business under current name _____
- M. Number of Employees _____
- N. Number of Years Contractor (or Sub) has performed required work _____

Provide as a separate attachment all documents necessary as proof that the Native Enhancement Contractor meets the minimum requirements of *Sub-Section 1.E: Bidder's*

Qualifications Requirements. For the example projects listed, please supply the project name and location, the name

BIDDER'S AFFIDAVIT

STATE OF _____
COUNTY OF _____ SS.

_____ being duly sworn, certifies that the foregoing statements of experience and qualifications set forth in the Bidder's Qualification Statement and all foregoing statements contained herein are true, correct, and complete and that the answers given to the foregoing questions are also true, correct and complete. Permission is hereby granted by the Bidder for the Forest Preserve District of DuPage County to contact any person or organization herein named, for purposes of obtaining references or to obtain any information the Owner determines is necessary to verify the statements contained herein.

By: _____ (SEAL)
(Signature)

(name of Bidder if Bidder is an Individual)
(name of Partner if Bidder is a Partnership)
(name of Officer if Bidder is a Corporation)

SUBSCRIBED and sworn to before me

this _____ day of _____ , 20_____

_____ (SEAL)
(Notary Public)

END OF SUB-SECTION – BIDDER'S QUALIFICATION STATEMENT



**FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY**
3 South 580 Naperville Road
Wheaton, IL 60187

4.E. BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(insert name and address of contractor), as PRINCIPAL, and _____

(insert name and address of insurance company), as SURETY, are held and firmly bound unto the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY in the penal sum of 10% of the total bid amount, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the PRINCIPAL is submitting a written proposal to the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY for the improvement designated in the Specifications and Bid Proposal For Maple Meadows Golf Preserve Improvements” dated February 25, 2025, Project Number Z-436-000.

NOW THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY for the above-designated improvement and the PRINCIPAL shall, within fifteen (15) days after notice of award, enter into a formal contract, furnish acceptable surety guaranteeing the faithful performance of the work and the payment of all labor and material, and furnish evidence of the required insurance coverages, all as provided for in the aforementioned Specifications for Project No. Z-436-000, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY determines that the PRINCIPAL has failed to comply with any requirement set forth in the preceding paragraph, the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY shall immediately be entitled to recover the full penal sum set out above, together with all court costs, attorney fees, and any other expense of recovery.

RETURN WITH BID

SECTION 4 – BID SUBMITTAL

IN WITNESS WHEREOF, the PRINCIPAL, and the SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be affixed hereto this _____ day of _____, 20____.

PRINCIPAL

(COMPANY NAME)

By: _____
(SIGNATURE)

Title: _____

SURETY

(NAME OF SURETY)

By: _____
(SIGNATURE OF ATTORNEY-IN-FACT)

NOTARIZATION OF PRINCIPAL

STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____ (Insert names of individual signing on behalf of the **Principal**), personally know to me to be the same person whose name is subscribed to the foregoing instrument on behalf of the **Principal**, appeared before me this day in person and acknowledged that he/she signed said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____, 20____.

_____ My commission expires _____.
(NOTARY PUBLIC)

NOTARIZATION OF SURETY

STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public and for said county, do hereby certify that

_____ (Insert names of individual signing on behalf of the **Surety**), personally know to me to be the same person whose name is subscribed to the foregoing instrument on behalf of the **Surety**, appeared before me this day in person and acknowledged that he/she signed said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____, 20____.

_____ My commission expires _____.
(NOTARY PUBLIC)

LATE BIDS WILL NOT BE ACCEPTED!

<u>SEALED BID PROPOSAL</u>	
PROJECT NAME:	Maple Meadows Golf Preserve Imp.
PROJECT NUMBER:	Z-436-000
BID DUE DATE:	4/11/2025
BID DUE TIME:	11:00 A.M. CST
CONTRACTOR:	_____
DATED MATERIAL - DELIVER IMMEDIATELY	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE BIDS WILL NOT BE ACCEPTED!

END OF SECTION 4 – BID SUBMITTAL

SECTION V - SAMPLE DOCUMENTS

UNIT PRICE

**CONTRACT NO. 00-123
FOR CONSTRUCTION OF CERTAIN RECREATIONAL IMPROVEMENTS**

THIS CONTRACT is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body politic and corporate (hereinafter the "District"), and ABC Contracting, Inc. (hereinafter "the Contractor").

WITNESSETH:

WHEREAS, the Board of Commissioners of the District has determined that it is reasonable, necessary and desirable to construct 1,500 l.f. of limestone trail at Blackwell Forest Preserve; and

WHEREAS, the District advertised for bids for the work in accordance with section 8(b) of the Downstate Forest Preserve District Act; and

WHEREAS, the District has determined that Contractor is the lowest responsible bidder.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. All provisions contained in the "SPECIFICATIONS AND BID PROPOSAL FOR: BLACKWELL RECREATION TRAIL" dated August 2, 2016, Addendum No. 1 dated August 22, 2016 and Addendum No. 2 dated August 31, 2016 (hereinafter the "Specifications and Bid Proposal"), as well as the Contractor's bid as if fully set forth as Exhibit 1 (hereinafter all jointly the "Contract") and this Contract shall be the Contract for the project. In the event of any conflict between the Specifications and Bid Proposal and the provisions set forth in this Contract, the more detailed provision shall control.

2. The work for the project shall consist of all terms, conditions, descriptions, specifications and requirements set forth in Bidding and Contract Requirements, General requirements, Special Provisions and Appendix-Sample Forms of the Specifications and Bid

Proposal and the Contractor's bid and authorized Change Orders (hereinafter "the Work"). Contractor shall perform and complete the Work in full accordance with the Specifications and Bid Proposal and its bid. Contractor shall perform and complete the Work in full accordance with the Specifications and Bid Proposal and its Bid. Alternate No. 1 for Trail Spur has been selected and is included in the Scope of Work. Alternate No. 2 for Drop Gate has *NOT* been selected and is *NOT* included in the Scope of Work.

3. The District estimates the cost of the project will be \$156,000.00. The parties recognize, however, that this Contract is a combination of a unit price and lump sum contract. Accordingly, Contractor shall be paid an amount equal to the total measured-in-place quantities for each Item listed in the Schedule of Unit Prices of the Specifications and Bid Proposal multiplied by the specified Unit Prices, excluding Item Numbers 12 & 13, which shall be paid in an amount equal to the respective Lump Sum price set forth in the Schedule of Unit Prices. The parties acknowledge that Contractor's total base bid amount of \$156,000.00 includes the sum of \$5,000.00 for "Miscellaneous Items Per Project Representative" as provided for in Item No. 5 of the Schedule of Unit Prices of the Specifications and Bid Proposal. The parties further acknowledge that said \$5,000.00 is only a contingency and is reserved by the District solely for costs associated with unforeseen conditions or contingencies that may arise in the course of performing the Work. As such, payment of all or part of the \$5,000.00 shall be in the sole discretion of the District and shall be paid only for additional work specifically authorized by a written Change Order approved by the District's Project Representative. Any portion not used shall be credited to the District upon completion of the project.

4. Contractor shall perform only the Work. No additional work or services shall be performed unless prior written approval therefor has been authorized by the District pursuant to a properly executed Change Order.

5. The District shall designate a member of its staff to monitor the work solely for the purpose of ensuring that Contractor has complied with the specifications contained in the Contract.

6. Contractor shall comply with the insurance requirements set forth in *SUB-SECTION 2.G: LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC* of *SECTION 2: GENERAL CONDITIONS*, as found in the Specifications and Bid Proposal. Contractor shall provide the District with the required evidence of the necessary insurance coverages prior to beginning any work or within 15 days after the execution of this Contract, whichever is earlier.

7. Contractor and its subcontractors shall defend, hold harmless and indemnify the District and all of its officers, elected officials, employees, agents, engineers and consultants according to the provisions found in the General Conditions of the Specifications and Bid Proposal.

8. Pursuant to the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, Contractor shall pay all laborers, workers and mechanics performing work under this Contract not less than the prevailing rate of wages as ascertained by the Illinois Department of Labor. In the event the Illinois Department of Labor revises the schedule of prevailing rate of wages during the term of this Contract, Contractor shall pay the revised rates upon written notification from the District of the revised rates.

In accordance with section 5(a)(2) of the Prevailing Wage Act, 820 ILCS 130/5(a)(2), Contractor and each subcontractor shall submit certified payroll records to the District along with a statement affirming that such records are true and accurate, documenting that the wages paid to each worker are not less than the prevailing wage rate, and acknowledging that the Contractor/subcontractor is aware that filing records it knows to be false is a Class A misdemeanor. Pursuant to Public Act 97-571, effective January 1, 2012, Contractor and each subcontractor shall file the certified payroll record with the District no later than the 10th day of each calendar month for the immediately preceding month. Any contractor or subcontractor who is subject to the Prevailing Wage Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee or agent it is to file the certified payroll who willfully fails to file the certified

payroll on or before the date the certified payroll is required to be filed with the District, and any person who willfully files a false certified payroll that is false as to any material fact is guilty of a Class A misdemeanor.

In accordance with the requirements of section 4(b-1) of the Prevailing Wage Act, if Contractor awards any part of the work to a subcontractor without a contract or written specification, Contractor shall comply with section 4(b) of the Prevailing Wage Act, 820 ILCS 130/4(b), by providing the subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project.

9. Contractor shall comply with the provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* and with all rules and regulations established by the Department of Human Rights. Contractor agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work provided for in this Contract to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

10. Contractor agrees to furnish all records related to this agreement and any documentation related to the Forest Preserve District of DuPage County required under an Illinois Freedom of Information Act (FOIA) request within five (5) business days after the District issues notice of such request to Contractor (*5 ILCS 140/1 et. seq.*). Contractor agrees not to apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request.

11. Contractor hereby certifies that it is not barred from entering into this Contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of 1961.

12. To the extent required by law Contractor will comply and cause all its subcontractors to comply and insert appropriate provisions in their contract regarding Substance Abuse Prevention Programs 820 ILCS 265/15.

13. Contractor shall comply with all other applicable federal, state, and local laws, rules and regulations and with all District ordinances and resolutions in the performance of this Contract.

14. Contractor shall commence work upon receipt of the District's written Notice to Proceed and shall complete the work within the deadlines specified in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION* of the Specifications and Bid Proposal. Liquidated damages as provided for in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION* of the Specifications and Bid Proposal shall apply to the substantial and final completion dates contained in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION*.

15. If Contractor fails to properly pay any subcontractor or materialman the amount owed for labor or materials provided by the subcontractor or materialmen, the District shall have the right, upon written notice to Contractor, to pay all subcontractors and materialmen directly.

16. If Contractor fails to perform according to the terms of this Contract, the District may terminate the Contract upon seven (7) days' written notice to Contractor. In the event of a termination, the District shall be entitled to exercise any right or pursue any remedy provided for by law or by the Specifications and Bid Proposal, it being expressly understood that such rights and remedies are cumulative.

17. The provisions set forth herein represent the entire agreement between the parties and may not be modified in any respect unless the modification is in writing, duly approved and signed by both parties.

18. Exclusive jurisdiction and venue for any disputes related to the contract and Work shall be in the 18th Judicial Circuit Court, DuPage County, Illinois. Prior to litigation related to any dispute involving the contract or Work, the District in its sole discretion may elect non-binding mediation in which the Contractor shall participate in good faith and by sharing one half of the mediation costs.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the _____ day of _____, 20_____.

FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY
3 SOUTH 580 NAPERVILLE ROAD
WHEATON, IL 60189-8761

ABC CONTRACTING, INC.
123 MAIN STREET
ANYTOWN, US 00000

MAILING ADDRESS:
P.O. BOX 5000
WHEATON, IL 60189-5000

BY: _____
Executive Director

BY: _____

TITLE: _____

ATTEST: _____
Secretary

ATTEST: _____

TITLE: _____

SAMPLE

LUMP SUM

**CONTRACT NO. 00-543
FOR CONSTRUCTION OF CERTAIN RECREATIONAL IMPROVEMENTS**

THIS CONTRACT is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body politic and corporate (hereinafter the "District"), and ABC Contracting, Inc., an Illinois Corporation (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the Board of Commissioners of the District has determined that it is reasonable, necessary and desirable to construct trail-side mini picnic shelters at Waterfall Glen Forest Preserve; and

WHEREAS, the District advertised for bids for the work in accordance with section 8(b) of the Downstate Forest Preserve District Act; and

WHEREAS, the District has determined that Contractor is the lowest responsible bidder.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows;

1. All provisions contained in the "SPECIFICATIONS AND BID PROPOSAL FOR: WATERFALL GLEN TRAIL-SIDE MINI PICNIC SHELTERS" dated August 3, 2015, Addendum No. 1 dated August 26, 2015 and Addendum No. 2 dated September 4, 2015 (hereinafter the "Specifications and Bid Proposal"), as well as the Contractor's bid as if fully set forth as Exhibit 1 (hereinafter all jointly the "Contract") and this Contract shall be the Contract for the project. In the event of any conflict between the Specifications and Bid Proposal and the provisions set forth in this Contract, the more detailed provision shall control.

2. The work for the project shall consist of all terms, conditions, descriptions, specifications and requirements set forth in Bidding and Contract Requirements, General requirements, Special Provisions and Appendix-Sample Forms of the Specifications and Bid

Proposal and the Contractor's bid and authorized change orders, (hereinafter "the Work"). Contractor shall perform and complete the Work in full accordance with the Specifications and Bid Proposal and its bid. Alternate No. 1 for Trash Pads has been selected and is included in the Scope of Work. Alternate No. 2 for Additional Signage has *NOT* been selected and is *NOT* included in the Scope of Work.

3. The total amount to be paid Contractor shall not exceed \$206,950.00. The District shall pay Contractor as monthly invoices are submitted and in accordance with *SUB-SECTION 2.I: MEASUREMENT AND PAYMENT* of *SECTION 2: GENERAL CONDITIONS* of the Specifications and Bid Proposal. The parties acknowledge that Contractor's total base bid amount of \$206,950.00 includes the sum of \$5,000.00 for "Miscellaneous Items Per Project Representative" as provided for in the *BID SUMMARY FORM* of the Specifications and Bid Proposal. The parties further acknowledge that said \$5,000.00 is only a contingency and is reserved by the District solely for costs associated with unforeseen conditions or contingencies that may arise in the course of performing the work. As such, payment of all or part of the \$5,000.00 shall be in the sole discretion of the District and shall be paid only for additional work specifically authorized by a written Change Order approved by the District's Project Representative. Any portion not used shall be credited to the District upon completion of the project.

4. Contractor shall perform only the Work. No additional work or services shall be performed unless prior written approval therefor has been authorized by the District pursuant to a properly executed change order.

5. The District shall designate a member of its staff to monitor the work solely for the purpose of ensuring that Contractor has complied with the specifications contained in the Contract.

6. Contractor shall comply with the insurance requirements set forth in *SUB-SECTION 2.G: LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC* of *SECTION 2: GENERAL*

CONDITIONS, as found in the Specifications and Bid Proposal. Contractor shall provide the District with the required evidence of the necessary insurance coverages prior to beginning any work or within 15 days after the execution of this Contract, whichever is earlier.

7. Contractor and its subcontractors shall defend, hold harmless and indemnify the District and all of its elected officials, officers, employees, agents, engineers and consultants according to the provisions found in the General Conditions of the Specifications and Bid Proposal.

8. Pursuant to the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, Contractor shall pay all laborers, workers and mechanics performing work under this Contract not less than the prevailing rate of wages as ascertained by the Illinois Department of Labor. In the event the Illinois Department of Labor revises the schedule of prevailing rate of wages during the term of this Contract, Contractor shall pay the revised rates upon written notification from the District of the revised rates.

In accordance with Section 5(a)(2) of the Prevailing Wage Act, 820 ILCS 130/5(a)(2), Contractor and each subcontractor shall submit certified payroll records to the District along with a statement affirming that such records are true and accurate, documenting that the wages paid to each worker are not less than the prevailing wage rate, and acknowledging that the Contractor/subcontractor is aware that filing records it knows to be false is a Class A misdemeanor. Pursuant to Public Act 97-571, effective January 1, 2012, Contractor and each subcontractor shall file the certified payroll record with the District no later than the 10th day of each calendar month for the immediately preceding month. Any contractor or subcontractor who is subject to the Prevailing Wage Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee or agent it is to file the certified payroll who willfully fails to file the certified payroll on or before the date the certified payroll is required to be filed with the District, and any person who willfully files a false certified payroll that is false as to any material fact is guilty of a Class A misdemeanor.

In accordance with the requirements of Section 4(b-1) of the Prevailing Wage Act, if

Contractor awards any part of the work to a subcontractor without a contract or written specification, Contractor shall comply with Section 4(b) of the Prevailing Wage Act, 820 ILCS 130/4(b), by providing the subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project.

9. Contractor shall comply with the provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* and with all rules and regulations established by the Department of Human Rights. Contractor agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work provided for in this Contract to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

10. Contractor agrees to furnish all records related to this agreement and any documentation related to the Forest Preserve District of DuPage County required under an Illinois Freedom of Information Act (FOIA) request within five (5) business days after the District issues notice of such request to Contractor (*5 ILCS 140/1 et. seq.*). Contractor agrees not to apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request.

11. Contractor hereby certifies that it is not barred from entering into this Contract as or from contracting with the State of Illinois or any other unit of local government a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of 1961.

12. To the extent required by law, Contractor will comply and cause all its subcontractors to comply and insert appropriate provisions in their contract regarding Substance Abuse Prevention Programs 820 ILCS 265/15.

13. Contractor shall comply with all other applicable federal, state, and local laws, rules and regulations and with all District ordinances, policies, and regulations in the performance of this Contract.

14. Contractor shall commence work upon receipt of the District's written Notice to

Proceed and shall complete the work within the deadlines specified in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION* of the Specifications and Bid Proposal. Liquidated damages as provided for in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION* of the Specifications and Bid Proposal shall apply to the substantial and final completion dates contained in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION*.

15. If Contractor fails to properly pay any subcontractor or materialman the amount owed for labor or materials provided by the subcontractor or materialman, the District shall have the right, upon written notice to Contractor, to pay all subcontractors and material men directly, and such sum shall be deducted from the amount owed Contractor.

16. If Contractor fails to perform according to the terms of the Contract, the District may terminate the Contract upon seven (7) days' written notice to Contractor. In the event of a termination, the District shall be entitled to exercise any right or pursue any remedy provided for by law or by the Specifications and Bid Proposal, it being expressly understood that such rights and remedies are cumulative.

17. The provisions set forth herein represent the entire agreement between the parties and may not be modified in any respect unless the modification is in writing, duly approved and signed by both parties.

18. Exclusive jurisdiction and venue for any disputes related to the contract and Work shall be in the 18th Judicial Circuit Court, DuPage County, Illinois. Prior to litigation related to any dispute involving the contract or Work, the District in its sole discretion may elect non-binding mediation in which the Contractor shall participate in good faith and by sharing one half of the mediation costs.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the _____ day of _____, 20____.

FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY
3 SOUTH 580 NAPERVILLE ROAD
WHEATON, IL 60189-8761

ABC CONTRACTING, INC.
123 MAIN STREET
ANYTOWN, US 00000

MAILING ADDRESS:
P.O. BOX 5000
WHEATON, IL 60189-5000

BY: _____
Executive Director

BY: _____

TITLE: _____

ATTEST: _____
Secretary

ATTEST: _____

TITLE: _____

SAMPLE



License Agreement

Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
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4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format.
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.

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1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The term "Standard EJCDC Text" for the attached document generally refers to all text prepared by EJCDC in the main body of the document, and does not include covers, logos, footers, instructions, license agreement, copyright notices, Notes to Users, or text options. The content of document exhibits (if any) is not Standard EJCDC Text for this purpose.
2. If you do not alter the Standard EJCDC Text of the attached document, you may use it as published, with all EJCDC logos, footers, and copyright notices retained.
3. If you modify the Standard EJCDC Text of the attached document, you must follow the following instructions that address if, when, and how to show the changes to other parties.
4. During the drafting or negotiating process for the document, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus if a draft of the document purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.
6. If the attached document is revised or altered and then presented to others (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a

version that shows the changes.

7. The attached EJCDC document may contain “Notes to User,” bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with “Track Changes,” redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
9. In a few instances the EJCDC Notes to User will instruct the user of a document to choose one of two or more text options in the main body of the document. In such cases the options that are not selected should be discarded or deleted, and not included in the final version of the document. Such discarding or deletion of text options is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. Note, however, that the text that is selected (which in this scenario is in the main body of the document and not in an exhibit) is Standard EJCDC Text, and any revision or alteration of the text that is selected is subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly.
10. The License Agreement typically is removed when a document is being prepared for use on a specific project. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.
11. When a document is being prepared for use on a specific project, some users remove the EJCDC front cover page, and the “inside front cover page” containing specific information regarding the EJCDC sponsoring organizations. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process.
12. As purchaser of the attached document, you may choose to use it as the basis or platform for creating purchaser’s own custom version. In such case you must remove all EJCDC logos, footers, and other items that might create the false impression that the document remains an EJCDC standard document, and the requirements regarding the need to show additions and deletions to the Standard EJCDC Text no longer apply. Note, however, that the copyright requirements of the License Agreement continue to apply.
13. A purchaser may choose to select clauses or sections of the attached document for inclusion in other non-EJCDC documents. When this occurs, do not use any EJCDC logos, footers, or other items that would imply that the receiving document is an EJCDC document. Note, however, that the copyright requirements of the License Agreement continue to apply.

Limited License:

As purchaser, you have a limited nonexclusive license to:

1. Use the attached EJCDC document on any number of machines owned, leased, or rented by your company or organization.
2. Use the attached EJCDC document for bona fide contractual and project purposes. Such purposes expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project.
3. Copy the attached EJCDC document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

You further agree:

1. To comply with all terms, conditions, and instructions in this License Agreement.
2. That all proprietary and intellectual property rights in the attached EJCDC document and all other **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC and its sponsoring organizations.

3. To include the appropriate EJCDC copyright notice (selected from the versions below) on any copy, modified or finalized version, or portion of the attached EJCDC document. For this document, at a minimum one of the following EJCDC copyright notices must appear in a prominent location:

If the standard EJCDC text is not altered, then use the copyright that is already stated in the published document:

- Copyright © [EJCDC document date] National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



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www.acec.org

American Society of Civil Engineers
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(800) 548-2723
www.asce.org

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

 Print Name

 Print Name

 Title

 Title

Attest: _____

Signature

Attest: _____

Signature

 Title

 Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:



NOTICE TO PROCEED

TO: Bob Smith, ABC Contracting, Inc.
PROJECT: Blackwell Recreational Trail
PROJECT NO. Z-022-099
CONTRACT NO. 00-123
TYPE OF CONTRACT: Construction
AMOUNT OF CONTRACT: \$156,000.00

You are hereby notified to commence work on the above-referenced Contract on or after October 8, 2016.

Dated this _____ day of October, 2016.

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice To Proceed is hereby acknowledged by _____ this
_____ day of _____ 20_____.

BY: _____

TITLE: _____

CONTRACT CHANGE ORDER

PROJECT NO: Z-022-099

DISTRIBUTION TO:

PROJECT NAME:
Blackwell Recreational Trail

SECRETARY []
 ATTORNEY [1]
 FINANCE OFFICER [1]
 EXECUTIVE DIRECTOR [1]
 OTHER: Director of Resource Management & Development [2]

TO:
 ABC Contracting, Inc.
 Bob Smith
 123 Main Street
 Anytown, US 00000

CONTRACT NO.: 00-123
 CONTRACT APPROVAL DATE: 10/4/2016
 CHANGE ORDER NO. 3
 CHANGE ORDER APPROVAL DATE:
 PLANNING SESSION: n/a
 COMMISSION: n/a

You are authorized to make the following changes in this Contract:
 Supply and install 15 l.f. of 12" SDR-26 PVC drain tile under trail.

	Reimbursable Amount	Contract Amount
The original Contract/Reimbursable Sum:	\$0.00	\$156,000.00
Net Change by previously authorized Change Orders	\$0.00	\$0.00
The Contract/Reimbursable Sum prior to this Change Order:	\$0.00	\$156,000.00
The Contract/Reimbursable Sum will be <u>increased</u> / decreased by this Change Order:	\$0.00	\$595.00
The new Contract/Reimbursable Sum including this Change Order will be:	\$0.00	\$156,595.00

As a result of the changes made by this Change Order, the contract completion date will (check one):

- (a) **Increase** by _____ days;
 _____ From Completion Date: _____
 To New Completion Date: _____
- (b) **Decrease** by _____ days;
 _____ From Completion Date: _____
 To New Completion Date: _____
- (c) Completion Date Remains Unchanged.

Change Order recommended by: _____
Dan Zinnen, Director of Resource Management & Development

Date: _____

This Change Order authorizes:

- (a) An increase in the cost of the contract by \$ 595.00.
 (b) An increase in the time of completion by 28 days.

The Forest Preserve District of DuPage County has determined that the reason for this Change Order is that (check one of the following):

- (a) The circumstances necessitating the change were not, as indicated below, reasonably foreseeable at the time the contract was signed*;
 (b) The change is germane to the original contract as signed; or
 (c) The change is in the best interest of the District and authorized by law.

The Contractor hereby agrees to furnish or delete, as the case may be, any and all labor, material and equipment required for the performance of this change order in strict accordance with the terms and conditions of the Contract Documents. The Contractor further agrees that the amount specified herein for this change order shall constitute full and complete compensation for all labor, material and equipment furnished, used or deleted, as the case may be, in the performance of this change order.

IN WITNESS WHEREOF, the parties have executed this Change Order this the _____ day of _____, 20__.

<p>FOREST PRESERVE DISTRICT OF DUPAGE COUNTY 3 South 580 Naperville Road Wheaton, IL 60189</p> <p>Send Mail to: Forest Preserve District of DuPage County P.O. Box 5000 Wheaton, IL 60189-5000</p>	<p>CONTRACTOR: ABC Contracting, Inc. 123 Main Street Anytown, US 00000</p>
---	--

BY: _____

TITLE: Executive Director

ATTEST: _____

TITLE: Secretary

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____



Forest Preserve District of DuPage County
P.O. Box 5000
Wheaton, IL 60189-5000

FIELD ORDER NO. 01
 Blackwell Recreational Trail
 FPDDC Project # Z-022-099
 Contract # 00-123

TO: ABC Contracting, Inc.
 Attn: Bob Smith
 123 Main Street
 Anytown, US 00000
 Phone: 630-555-1100 Fax: 630-555-1122

Date: September 19, 2011

YOU ARE DIRECTED TO COMPLY WITH THE FOLLOWING:

DESCRIPTION: Revise the typical cross-section for the proposed 10'-wide trail to include an excavation corridor 11 feet wide, such that there will be an 8"-thick layer of compacted CA-6 base course extending 6" on both sides of the edge of asphalt. There will also be an 11'-wide layer of geotextile fabric placed beneath the CA-6.

REASON FOR CHANGE: To provide a firmer base beneath the trail edges, which will be beneficial when rolling the edges of the bituminous materials.

METHOD OF PAYMENT: Existing contract unit prices will apply to measured-in-place quantities, for all pertinent Pay Items.

CRITICAL PATH IMPACT: No changes to contract deadline.

APPROVED BY:

_____ Date

Project Engineer

CONTRACTOR ACKNOWLEDGEMENT

_____ Date

Name Title

CF-331

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO: Forest Preserve District of DuPage County
 3S580 Naperville Road
 Wheaton, Illinois 60187
 Attn: (Project Manager)
 ABC Contracting, Inc.
 123 Main Street
 Anytown, US 00000

PROJECT: Blackwell Recreational Trail
 (Project Address)

APPLICATION No.: 2
 APPLICATION DATE: 7/9/2010
 PERIOD TO: 6/30/2010

FROM: VIA ARCHITECT: (Architect Name & Address)
 (If applicable)

CONTRACT FOR: General Contract Work

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 156,000.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 156,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703) \$ 59,300.00

5. RETAINAGE: a. 10% of Completed Work \$ 5,930 (Column E + F on G703)

b. 10% of Stored Material \$ 0 (Column G on G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 5,930.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 25,470.00

8. CURRENT PAYMENT DUE \$ 27,900.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 102,630.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: (Contractor Name) _____ Date: _____
 By: _____

State of: Illinois, in DuPage County
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 27,900.00
 (Attach explanation if amount certified differs from the amount applied for: Initial

all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT or PROJECT REPRESENTATIVE: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NUMBER: 2

APPLICATION DATE: 7/9/2010

PERIOD TO: 6/30/2010

Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column K on Contracts where variable retainage for line items may apply.

A ITEM NO.	B CONTRACTOR	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E		F WORK COMPLETED THIS PERIOD	G MATERIALS PRESENTLY STORED (NOT IN E OR F)	H TOTAL COMPLETED & STORED TO DATE (E+F+G)	I % (H/I)	J BALANCE TO FINISH (D-H)	K RETAINAGE
				FROM PREVIOUS APPLICATION (E-F)	WORK COMPLETED THIS PERIOD						
1	General Contractor	Payment & Performance Bond	\$ 18,500.00	\$ 18,500.00				\$ 18,500.00	100%	\$ -	\$ 1,850.00
2	General Contractor	Shelter Installation	\$ 103,450.00	\$ -	\$ 21,200.00			\$ 21,200.00	20%	\$ 82,250.00	\$ 2,120.00
3	General Contractor	Concrete Installation	\$ 24,550.00	\$ 9,800.00	\$ 9,800.00			\$ 19,600.00	80%	\$ 4,950.00	\$ 1,960.00
4	Sub-Contractor #1	Landscape Restoration	\$ 4,500.00	\$ -	\$ -			\$ -	0%	\$ 4,500.00	\$ -
5	General Contractor	Miscellaneous Items Per Project Representative	\$ 5,000.00	\$ -	\$ -			\$ -	0%	\$ 5,000.00	\$ -
6		Subtotals	\$ 156,000.00	\$ 28,300.00	\$ 31,000.00			\$ 59,300.00	38%	\$ 96,700.00	\$ 5,930.00
7		Change Order #1									
8		Change Order #2									
9		Change Order #3									
10		Subtotal Change Orders	\$ -	\$ -	\$ -			\$ -		\$ -	\$ -
11		PROJECT TOTALS	\$156,000.00	\$ 28,300.00	\$ 31,000.00			\$ 59,300.00	38%	\$ 96,700.00	\$ 5,930.00

SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNEF

STATE OF _____
 COUNTY OF _____

The affiant, _____ being first duly sworn, on oath deposes and says that he is (1) [a member of the firm of, or officer of the corporation of, naming same. If a subcontractor so state and name the contractor] _____ contract with (2) [Name of the owner or owners] _____ owner for (3) [What the contract or subcontract is for] _____ on the following described premises in said County, to-wit (4) [Partial or Final Payment]

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amount set opposite their names for materials or labor as stated. That this statement is made to said owner _____ for the purpose of procuring from said owner (4) [Partial or Final Payment] _____ on said contract, and is a full, true and complete statement of all such persons, and of the amounts paid, due and to become due them.

NOTES: (1) A member of the firm, or officer of the corporation of, naming same. If a subcontractor, so state and name the contractor. (2) Name of the owner or owners. (3) What the contract or subcontract is for. (4) Partial or Final Payment.

NAME & ADDRESS	CONTRACT FOR	AMOUNT OF CONTRACT	TOTAL PREVIOUS REQUESTS	AMOUNT OF THIS REQUEST	BALANCE TO COMPLETE

Amount of Original Contract:	\$ -	Total Amount Requested:	\$ -
Extras to Contract:	\$ -	Less ____ % retained:	\$ -
Total Contract and Extras:	\$ -	Net Amount Earned:	\$ -
Credits to Contract:	\$ -	Amount of Previous Payments:	\$ -
Net Amount of Contract:	\$ -	Amount Due This Payment:	\$ -
		Balance to Complete:	\$ -

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed ____ % of the cost of work

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____

Title _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public _____

The above sworn statement should be obtained by the owner before each and every payment.

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
 COUNTY OF } SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
 to furnish _____
 for the premises known as _____
 of which _____ is the owner.

THE undersigned, for and in consideration of _____
 (_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
 hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics'
 liens, with respect to and on said above-described premises, and the improvements thereon, and on the material fixtures, apparatus,
 or machinery furnished, and on the moneys, funds or other considerations due from the owner, on account of labor services, material,
 fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand, pen and seal on this _____ day of _____, 20____

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,
 corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership
 name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIVADVIT

STATE OF ILLINOIS }
 COUNTY OF } SS

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____
 _____ of the _____
 who is the contractor for the _____ work on the
 building located at _____
 owned by _____

That the total amount of the contract including extras is _____ on which he has received payment of _____
 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either
 legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or
 labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering
 into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and
 material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL TO COMPLETE					

That there are not other contracts for said work outstanding, and that there is nothing due or to become due to an person for material,
 labor, or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____
 Signature: _____

Subscribed and sworn to before me this _____ day of _____

FINAL WAIVER

STATE OF ILLINOIS } SS

COUNTY OF }

(DATE)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned, (*SUB-CONTRACTOR or SUPPLIER*), has been employed by (*CONTRACTOR*) to furnish (*LIST ITEMS OR SERVICES PROVIDED*) only for the building or other improvements upon the premises known as (*PROJECT NAME*)

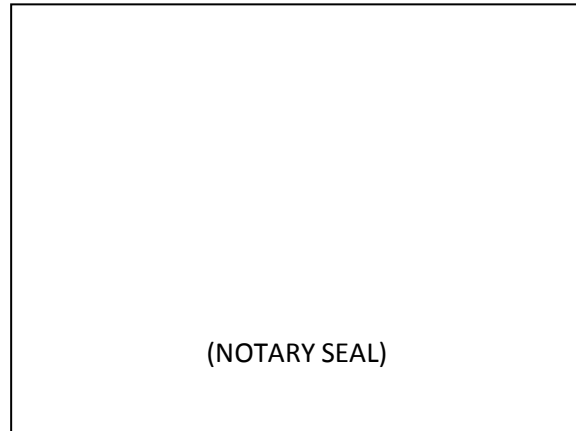
NOW THEREFORE KNOW YE, That we, the undersigned, for and in consideration of (*AMOUNT OF MATERIALS and/or SERVICES*) other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim, or right of lien on said above described building and premises under "An Act to Review the Law in Relation to Mechanics' Liens," approved May 18, 1903, and in force July 1, 1903, and all acts amendatory thereof and supplemental thereto, on account of said labor, or materials, or both, furnished or to be furnished by the undersigned to or on account of the said (*CONTRACTOR*) for said building or premises.

Given under our signature and seal this ____ day of _____, 20__.

By: _____

(SIGNATURE)

Title: _____



FINAL WAIVER OF LIEN

STATE OF Illinois
COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

for the premises known as _____

of which _____ is the Owner.

THE undersigned, for and in consideration of _____ (\$ _____), and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by or on behalf of the undersigned, for the above-described premises, INCLUDING EXTRAS.*

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF Illinois
COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE undersigned (Name) _____ being duly sworn, deposes and that

he or she is (Position) _____

of (Company Name) _____ who is the

contractor furnishing _____ work on the building

located at _____

owned by _____

That the total amount of the contract including extras* is _____ (\$ _____)

on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true and correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding and that there is nothing due or to become, due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

SIGNED THIS _____ DAY OF _____, 20__

SIGNATURE _____

SUBSCRIBED AND SWORN

TO BEFORE ME THIS _____ DAY OF _____, 20__

SIGNATURE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Project: Blackwell Recreational Trail

Project Nos.: Z-022-099 Contract No.: 00-123

Contract Date: October 4, 2016
 (enter as 00/00/0000)

FIRM NAME & ADDRESS: ABC Contracting, Inc. 123 Main Street Anytown, US 00000	FUND:	DEPT:	CODE:	PAYMENT AMOUNT: \$0.00
				(Only enter amount if split between multiple funds)

Application is made for Payment, as shown below, in connection with the Contract

CONSULTANT PROJECT MANAGER:

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the Consultant Project Manager certifies to the Owners that work has progressed as indicated; and to the best of the Consultant Project Manager's knowledge, information and belief the quality of the work is in accordance with the Contract Documents; and the Contractors are entitled to payments of the AMOUNTS CERTIFIED.

Signature: _____ Date: _____

FPDDC FIELD INSPECTOR & PROJECT MANAGER:

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the FIELD INSPECTOR & PROJECT MANAGER certifies to the Owners that work has progressed as indicated; and to the best of the FIELD INSPECTOR & PROJECT MANAGERS' knowledge, information and belief the quality of the work is in accordance with the Contract Documents; and the Contractors are entitled to payment of the AMOUNTS CERTIFIED.

Signature: _____ Date: _____

Signature: _____ Date: _____

MANAGER, OFFICE OF PLANNING:

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the MANAGER, OFFICE OF PLANNING certifies to the Owners that work has progressed as indicated; and to the best of the MANAGER'S knowledge, information and belief the quality of the work is in accordance with the Contract Documents; and the Contractors are entitled to payment of the AMOUNTS CERTIFIED.

Signature: _____ Date: _____

1. ORIGINAL CONTRACT AMOUNT
(Starting amount of contract)
2. NET CHANGE BY CHANGE ORDERS
(Increase or decrease by amount of all change orders to date)
3. CONTRACT TOTAL TO DATE
(Line 1 + Line 2)
4. TOTAL COMPLETED & IN PLACE
(Line 4 from previous C.O.P. plus current payment due)
5. RETAINAGE:
 % Of Work Completed
(Input % - Enter amt. manually to adj. for rounding if required)
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATE FOR PAY'T
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
(Amount of current invoice)
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6)

Attachments:	Circle all that Apply
Hold Check for Waivers	Yes No
Hold Check for Corrected Sworn Statement	Yes No
Hold Check for Certified Payroll	Yes No
Hold Check for Office Of Planning Approval	Yes No

Memo Only:
 (Line 7 + Line 8 + Line 9 = Line 3 Contract Total To Date)



CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: Bob Smith

DATE OF SUBSTANTIAL COMPLETION: March 13, 2015

PROJECT TITLE & NUMBER: Z-022-099

OWNER: Forest Preserve District of DuPage County

CONTRACTOR: ABC Contracting, Inc.

CONTRACT FOR: \$156,000.00

CONTRACT DATE: October 7, 2014

The Work performed under this contract has been inspected by authorized representatives of the owner, is hereby declared to be substantially completed on the above date.

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended.

The contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

CONTRACTOR	AUTHORIZED REPRESENTATIVE	DATE
------------	---------------------------	------

The Owner accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at the time of final payment.

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY	AUTHORIZED REPRESENTATIVE	DATE
OWNER		

REMARKS: (ATTACH ADDITIONAL SHEET IF NECESSARY)
See Punch List dated March 9, 2015 for items to be corrected.



CERTIFICATE OF FINAL COMPLETION

TO: Mr. Bob Smith
DATE OF COMPLETION: April 3, 2015
PROJECT TITLE & NUMBER: Z-022-099
Blackwell Recreational Trail

PROJECT OR SPECIFIED PART SHALL INCLUDE:
1,500 l.f. of limestone trail with 200 l.f. trail spur and associated landscape restoration

OWNER: Forest Preserve District of DuPage County
CONTRACTOR: ABC Contracting, Inc.
CONTRACT FOR: \$156,000.00
CONTRACT DATE: October 7, 2014

The Work performed under this contract has been inspected by authorized representatives of the owner, contractor, and Engineer-Architect, and the Project (or specified part of the Project, as indicated above) is hereby declared to be fully completed on the above date.

CONTRACTOR AUTHORIZED REPRESENTATIVE DATE

The owner accepts the project or specified area of the project as complete and will assume full possession of the project or specified area of the project at the time of final payment, on _____ (date).

OWNER AUTHORIZED REPRESENTATIVE DATE

REMARKS:

MAINTENANCE BOND

Bond No. 16-02461

KNOW ALL MEN BY THESE PRESENTS:

That ABC Contracting, Inc., 123 Main Street, Anytown, US 00000
as Principal, hereinafter called Contractor, and American International Insurance Company,
987 Central Avenue, Anytown, US 00000, as Surety, hereinafter called
Surety, are held and firmly bound unto Forest Preserve District of DuPage County 38580 Naperville
Road Wheaton, IL 60189, as Obligee, hereinafter called Owner, in the penal sum of Fifteen Thousand,
Six Hundred Fifty-Nine and 50/100 Dollars, (\$ 15,659.50), for payment whereof Contractor
and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements:
Blackwell Recreational Trail, Blackwell Forest Preserve, Project Number Z-022-099, Contract Number 00-123
in accordance with the General Conditions, the Drawings and Specifications which plans are by reference
incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects
due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which
shall appear within a period of One (1) Year from the date of final completion of the work provided for in
the Plans, or as modified by subsequent contract change orders, then this obligation to be void; otherwise
to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with
reasonable promptness.

SIGNED and sealed this ____ day of _____, 20__.

In the presence of:

(Signature of Official Public Notary & Seal)

Principal (Seal)

By: _____
Title

American International Insurance Company
Surety

By: _____
Title

(Signature & Attach Power of Attorney)

Ecological Management Plan [submit to Project Representative annually by March 15]

It is the intention to allow the Contractor to derive means and methods for the Ecological Management to facilitate best project outcome, best value, and best ecological return. The Management Plan is considered a working document part of an adaptive management strategy and shall be allowed flexibility to achieve these goals; however deviations from plan shall require the Project Representative approval prior to implementation.

Contractor: XYZ Contractor Date: 3/10/17

Project Site: North Woods – Parking Lot Basins Management Year: Year – 3

Previous Year Performance Standards not achieved: _____

- 1) One of the most dominant species in Basin 3 was cattails
- 2) The Native Mean C for Basins 3 & 4 were under 2.5
- 3) 100% of trees were not alive, 5 of the 20 have been cut down by beaver activity

Management adjustments to fulfill outstanding Performance Standards: _____

- 1) Additional herbicide visits shall be made to treat cattails in Basin 3 and get species under control. Cattails seed heads will be cut removed from site if necessary.
- 2) A total of 1,000 wetland plugs will be added to Basins 3 & 4 to increase the C value.
- 3) 5 additional trees shall be planted in spring and herbivore protection installed.

Critical Threats to attaining upcoming year's Performance Standards: Cattails within all basins and increase of reed canary grass coverage during the previous growing season. Mean C and FQI values need to be increase to reach the required performance standards.

Proposed Management Activities (identify targets, methods, timing, materials required, equipment): _____

- 1) Perform spring prescribed
- 2) Perform herbicide application targeting reed canary grass and other cool season grasses; backpack sprayers; aquaneat; 16 manhours
- 3) Installation of plugs; auger; 20 manhours
- Etc.

Other Threats: Basin 1, had limited stormwater and observed upland species in the basin bottom.

Supplemental Seeding/ Planting: See seed and plug list attached

Herbicide Log Sheet

Work Order # _____

(if applicable): _____

Target Species: _____

Year: 2012

Department/crew _____

Date	Preserve Name, Ecosystem Unit, Location	Application Method/Equipment	% Concentrate Mix and Product	Amt Used (gal, oz)	Operator Name(s)	Treating wetland or shoreline? * Circle one	Notes (e.g. unexpected weather or other events)
5/12	Fischer Woods - EF103 - NE corner	Foliar spot spraying, backpack	0.4% Transline 1% Gation 4	2 gal 0 oz	JM, JJ, EF	Wetland Shoreline: _____ lin, ft.	none
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	
				gal oz		Wetland Shoreline: _____ lin, ft.	

*Wetland - Areas in standing water, marshy habitat, or moist soil (no standing water) with wetland plants within the perimeter of the shoreline. Call Tom Velat 630-871-6426 with questions.
Shoreline - At the "edge of water"; perimeter where wetland plants are present but standing water is absent. Please record estimated length of treatment site in linear feet on datasheet.



Certified Transcript of Payroll

Please Note: The submission of falsified payroll records is a criminal offense.

Print Form

IDOL Case File Number: _____ Payroll Date: _____

Contractor and/or Subcontractor

Company Name: _____
Contact Person: _____
 _____ (Address)
 _____ (City) _____ (State) _____ (zipcode)
Telephone Number: _____

Contract Information

Contract Number: _____
Project Number: _____
Project: _____
Project Location: _____

Public Body Information

Contact Person: _____
Public Body Name: _____
 _____ (Address)
 _____ (City) _____ (State) _____ (zipcode)
Telephone Number: _____

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address SSN & Telephone Number	Labor Classification	SUN	* Hours worked each day							Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross Net	Pension	Hourly Fringe Benefit Health & Welfare Vac. Training	
			MON	TUE	WED	THR	FRI	SAT								
(Name)																
(Street)																
(City, State Zip)																
(SSAN)																
(Telephone #)																

Stewardship Report

Instructions: Contractor to complete this form or similar for each task and submit month to Project Representative along with invoices.

GENERAL INFORMATION

Site _____ Date _____

Stewardship Task Description _____

Personnel _____

Total Manhours _____ Equipment Used _____

Air Temp _____ Wind Speed _____ Wind Direction _____

Sky _____ Humidity _____ Chance of Rain _____

HERBICIDE APPLICATION

Signs Posted Yes No Restrictions/Re-Entry Period _____

Equipment _____ Target species _____

Product Name _____ Product Amount _____

Active Ingredient _____ Herbicide Rate _____ Surfactant Name/Amount _____

Carrier Type/Amount _____ Amount of Dye _____

Total Mixed Amount (gallons) _____ Acres treated _____ Ecosystems Treated _____

MOWING

Equipment _____

Targets Species _____

Total Area Mowed (Acre or SF) _____ Ecosystems Mowed _____

SUMMARY OF WORK *Fill in the text below. Move to the next line when one line is filled.*

Report By _____



Certified Transcript of Payroll

(Name)		PW																			
(Street)																					
(City, State Zip)		N																			
(SSAN)																					
(Telephone #)																					

(Name)		PW																			
(Street)																					
(City, State Zip)		N																			
(SSAN)																					
(Telephone #)																					

(Name)		PW																			
(Street)																					
(City, State Zip)		N																			
(SSAN)																					
(Telephone #)																					



Certified Transcript of Payroll

(Name)		PW																		
(Street)																				
(City, State Zip)		N																		
(SSAN)																				
(Telephone #)																				

(Name)		PW																		
(Street)																				
(City, State Zip)		N																		
(SSAN)																				
(Telephone #)																				

INSTRUCTIONS: Fringe benefits (health insurance, pension, vacation, and training) must be paid, if it is required for the work classification, regardless of your union or nonunion status. We give you credit for health insurance paid (if any) and ERISA approved pension plan (if any) and training if your employees are in a BAT approved program. If the fringe benefit rate is paid into a fund, please note by placing the letter "F" behind the fringe benefit rate; if the fringe benefit rate is included on an employee's payroll check, please note by placing the letter "E" behind the fringe benefit rate. On the back of this form please list all subcontractors, independent contractors and owner operator's your company used on this project. If you wish information regarding coverage of the Act, please visit our web site at www.state.il.us/agency/idol/ or call 217-782-1710.

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT OR CONTRACT NO. OMB No.: 1215-0149 Expires: 12/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF EXEMPTIONS OR HOLDINGS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
			OT.	OR	ST.												

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____
I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work); that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3, (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor



W. J. Chao
Secretary of Labor

Anthony Swartz
Administrator, Apprenticeship Training, Employer and Labor Services

Date

Registration No.

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DEFINITION OF TERMS

Wherever in these Specifications, Conditions or other Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

PROPERTY, GOLF COURSE, ON THE SITE all refer to the job site:

Maple Meadows Golf Course
272 Addison Road, Wood Dale, Illinois 60191

OWNER refers to and shall mean a representative of Forest Preserve District of DuPage County Mr. Brock Lovelace, Maple Meadows Golf Course, Wood Dale, Illinois 60191

GOLF COURSE ARCHITECT or GCA Refers to GREGORY E. MARTIN, Golf Course Architect, MARTIN DESIGN PARTNERSHIP, LTD.- 5 Saddlewood Court, Sugar Grove, Illinois, 60554 or Project Manager or Associate of Martin Design Partnership, Ltd. or an authorized agent or inspector acting individually within the scope of the particular duties entrusted to him (her).

CIVIL ENGINEER Refers to Andrew Regnery, Civil Engineer, V3 ENGINEERS, 7325 Janes Ave, Woodridge, Illinois 60517

CONTRACTOR refers to the General Contractor; individual(s) , firm(s) or corporation(s) undertaking the execution of the work under the terms of the contract, and acting directly through a duly authorized representative.

BIDDER means any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

CORPORATION - with respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the State of Illinois.

DRAWINGS or 'PLANS' - All official drawings or reproductions of drawings pertaining to the work provided for in the contract as prepared by the Golf Course Architect.

TECHNICAL SPECIFICATIONS refer to the body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the work, the quantity, or the quality of materials to be furnished under the Contract.

CONTRACT is a written agreement covering the performance of the work, payment procedure and time limits for the construction of the project. Dependent upon the form of contract used, the contract may be referred to as the "Subcontract Agreement" or "Agreement".

CHANGE ORDER is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum and the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

PROPOSAL refers to the written offer of the bidder to perform the work proposed, presented upon the supplied proposal form.

CONTRACT DOCUMENTS include the Contract (or Subcontract Agreement), the Instructions to Bidders, Proposal Form, including Bid Price Sheet, General Conditions, Supplemental Conditions, Technical Specifications, Drawings, Certificates of Insurance, Addenda and Change Orders (if any).

WORK - All work specified hereunder, including the furnishing of all labor, equipment, services and all incidentals necessary, and the performance of all operations required to complete the Work specified or directed.

AS REQUIRED - Whenever the words "as required" or words of like importance and effect are used in these specifications, it shall be understood that requirements, permission, or direction of the Owner or Golf Course Architect is meant. Similarly, the words "approved", "acceptable", "satisfactory", and words of like importance shall mean "approved by", "acceptable to", the Golf Course Architect or Owner's Representative.

OR EQUAL - Whenever the words "or equal", or words of like importance are used or implied with respect to any item, it shall be understood that such words mean that the Owner or Golf Course Architect shall determine whether or not any substituted item is similar or equivalent to that named in the specifications and that his written approval must be obtained before substitutions are made.

AS SHOWN – Whenever the words "as shown" or "as indicated" are used, they shall mean "as shown" or "as indicated" on the drawings.

BY OTHERS - Work performed previously or subsequently to subject Work by Owner or by a subcontractor other than the Contractor executing the Work in a particular section of these Specifications, or Work performed under a separate Contract.

INDICATED - Where this word appears in the Specifications it shall signify that the items referred to are indicated on the drawings.

AWARD - refers to the decision of the Owner to accept the proposal of the lowest responsible bidder for the work. The awarding of the contract is subject to the execution and approval of a satisfactory agreement or contract, the receipt of an acceptable Certificate of Insurance, and other conditions as may be specified or otherwise required by law.

GENERAL CONDITIONS

JOB SITE

The job site refers to the property known as
Maple Meadows Golf Course
272 Addison Road, Wood Dale, Illinois 60191

SCOPE OF WORK

The Work shall be done in accordance with the Contract Documents, and shall consist of furnishing all plant, labor, equipment, materials, and services for the construction of the golf course facilities as set forth in the Contract Documents. The work includes, but is not necessarily limited to, the following:

- Mobilization & Field Office Set-Up
- Surveying and Staking;
- Erosion Control – SEE CIVIL ENGINEERING
- Turf & Debris Removal;
- Tree Removal – SEE CIVIL ENGINEERING
- Topsoil Management;
- Cut, Fill, Grade to Plan and per Direction;
- Shaping & Grading (Fairways, Rough, Tie-Ins);
- Feature Construction (Greens, Tees, Bunkers, etc.);
- Installation of Drainage Improvements;
- All finish grading & seedbed preparation;
- Irrigation – SEE IRRIGATION PLANS AND SPECIFICATIONS
- Seedbed Preparation for GOLF COURSE TURF, Seeding and Sodding;
- Seedbed Preparation for NATIVE AREAS – SEE CIVIL ENGINEERING
- Path Removals, Replacement & Installation – SEE CIVIL ENGINEERING
- Clean-Up, Restoration of Haul Roads; etc.

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials not furnished by the Owner and shall furnish and pay for all the superintendence, labor, materials, equipment and transportation and perform all the work required in strict accordance with the Plans, Specifications and requirements which are attached and made a part hereof, and any amendments there to and such Supplemental Plans and Specifications which may hereafter be approved.

MATERIAL AND LABOR STANDARDS

The acceptability of any change in standard shall be determined by the GCA and/or Owner. All materials installed by the Contractor which do not conform to the drawings and specifications and which have not received the approval of the GCA and/or Owner shall be subject to subsequent rejection by the GCA and/or Owner, and if rejected, the cost of the material and its

removal shall be borne by the Contractor.

SUPERINTENDENCE/ SUPERVISION

The Contractor shall always keep a competent superintendent on the job who shall have the knowledge and control of all the work under this contract.

TRAFFIC CONTROL/PROTECTION

This item shall include the furnishing, installing, maintaining, relocating, and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices. No waiving of these requirements will be allowed without prior written approval of the OWNER.

The CONTRACTOR shall protect all workers engaged in the project and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The CONTRACTOR shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

The CONTRACTOR will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by one sandbag per each barricade. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by eight sandbags per each barricade.

The CONTRACTOR shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

If one direction of vehicular travel must be closed, the CONTRACTOR has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. Proper signing and barricading of the detour route and lane closures per regulatory requirement and shall issue written authorization prior to closure.

The CONTRACTOR shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given workday, the CONTRACTOR shall provide steel plates at street intersections and driveways.

Prior to the end of a given workday, the pavement surface shall be temporarily restored. No

open excavation may be left overnight or on the weekend without the express written permission of the OWNER. No street closure shall be permitted without approval. Any street closures are subject to local ordinances.

As the condition and location of the work changes, the CONTRACTOR shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the CONTRACTOR daily to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

The CONTRACTOR shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

PROTECTION OF PROPERTY - SAFETY RESPONSIBILITY

The Contractor shall protect all existing property and improvements within this site and those adjacent to the Owner's property. He shall be responsible for the repair cost of any damage created by his operations or those of his Subcontractors. Existing property corners shall be protected by any means necessary. All property corners destroyed or removed shall be replaced by a registered Land Surveyor at the Contractor's expense. The Contractor, as part of his Contract, shall provide temporary roads, fencing, bracing, lights, warning signs and signals, and related items which will effectively protect the site, the work thereon, adjacent property, workman, and the public from any injury or damage.

Vehicles and other heavy machinery shall not be driven over areas in which underground pipes or electrical systems have been installed without adequate protection for them. The responsibility for determining the actual location of all above surface and underground\ active utilities rests entirely with the Contractor and any interference with service furnished by these utilities or damage to these utilities shall be the responsibility of the Contractor, regardless of the source of his information as to their location. Call for location of underground utilities.

When it is necessary to cross existing curbing or sidewalks, with any type of vehicle or machinery, the Contractor shall provide protection against damage.

All existing curbs, pavements, sidewalks and landscaping disturbed, broken or otherwise damaged by the Contractor, his Subcontractors or suppliers shall be replaced by the Contractor at his sole expense. This shall include the repair of existing turf which is damaged by equipment or any other operation.

The repair shall include the filling of ruts or depressions caused by the Contractor's operations

and the installation of sod. Seeding will not be an acceptable method of repairing damaged existing turf. All replacements shall be constructed of similar materials and by methods utilized in the original construction. Replacements shall be smooth, shall blend into the existing adjacent work and shall not present depressions or bumps.

SITE ACCESS DESCRIPTION

Construction traffic access to the site must be limited to the access locations depicted on the plans.

Construction traffic associated with the work must enter and exit the project area from these locations. Additional or alternative access locations shall be determined in the pre-construction on-site meeting and will require approval of PROJECT LOCAL SPONSOR and OWNER.

Access shall be in accordance with TRAFFIC CONTROL AND PROTECTION and STABILIZED CONSTRUCTION ENTRANCE as it is directly from a public roadway. The CONTRACTOR shall not park any vehicles or block traffic on the public roadway and shall provide appropriate Illinois Department of Transportation (IDOT) and/or applicable County Division of Transportation signage for vehicles leaving and entering the site. All public roadways shall be kept clean of any debris from site work and all posted weight limits are to be respected.

REPLACEMENT OF PLANT MATERIAL

Any existing vegetation (trees, shrubs, plants, etc.) that are damaged, other than those that are proposed to be removed in accordance with these Contract Documents, must be replaced per the requirements of the OWNER and/or permitting agencies.

MAINTENANCE OF EXISTING UTILITIES

Prior to commencing work, the CONTRACTOR, at his own expense, shall determine exact locations of existing structures which are within the proposed construction limits.

The CONTRACTOR is responsible for notifying the utility companies of his intention to begin work. The CONTRACTOR shall also call J.U.L.I.E. at 1-800-892-0123 to mark the location of underground utilities (48 hours prior to commencing the work). CONTRACTOR shall notify all potentially impacted utility companies prior to commencement of work and immediately notify the ENGINEER of any potential conflicts.

The CONTRACTOR shall take the necessary precautions when working near or above existing utilities to protect these utilities from any damage resulting from his operations.

All work and material necessary to repair any existing utilities damaged due to non-compliance with this provision shall be provided, in accordance with Section 550 of the Standard Specifications for Road and Bridge Construction, at the CONTRACTOR'S expense with no extra compensation being allowed. All repairs shall be completed with the least possible delay to the existing utility. Should CONTRACTOR disturb, discount, or damage any utility or any structure,

all expenses of whatever nature arising from such disturbance or the replacement and/or repair thereof shall be borne by CONTRACTOR, including any expenses associated with a project delay.

The CONTRACTOR shall utilize a joint meet that includes the OWNER and the ENGINEER. The requirements to satisfy the conditions stated herein shall be considered as included in the contract bid prices and no extra compensation will be allowed.

EXISTING PAVEMENT AND CURB

The CONTRACTOR shall take the necessary precautions when working on and near the existing pavements, curbs or bike paths within and adjacent to the construction limits.

All work and material necessary to repair any existing pavements, curbs, and/or bike paths damaged due to non-compliance outside of the designated limits or scope of the project, with this provision shall be provided, in accordance with applicable sections of Division 400 and Division 600 of the Standard Specifications for Road and Bridge Construction, at the CONTRACTOR'S expense with no extra compensation being allowed.

NOTIFICATION OF DAMAGE

Give written notification of damaged plants, pavements and structures to OWNER/GCA immediately upon knowledge of such damage.

VEHICULAR & EQUIPMENT MOVEMENT PRECAUTIONS

The Contractor and suppliers shall use only those roads, which have been designated for their use. The Contractor shall be familiar with use limitations placed on public roadways by local governmental officials or on private roadways by the Contract.

When materials are transported to the site, vehicles shall not be loaded beyond the loading limits established by Federal, State or Local laws or regulations.

CLEAN UP

The CONTRACTOR shall always keep the site and adjoining premises free from accumulation of waste material, borrow material or rubbish caused by his employees or work. The CONTRACTOR shall be responsible for maintaining his equipment to avoid fluid leaks on the sidewalks and other paved walking surfaces.

At the completion of work, he shall remove all his rubbish, tools and surplus materials from the site and adjoining premises, leaving the area in a neat and clean condition.

The CONTRACTOR shall be responsible for cleaning paved walking surfaces which have been soiled from his or his subcontractor's operations. This includes the removal of fluid leaks. In case of dispute, the Owner may remove the rubbish and/or borrow material or clean stained or soiled paved walking surfaces and charge the cost to the CONTRACTOR.

SPECIFICATIONS AND DRAWINGS

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and

shall at all times give the GCA access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of the like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the CONTRACTOR shall notify the GCA, who shall promptly make a determination in writing.

If the adjustment affects the contract amount, a Change Order shall be issued. Any adjustment made by the Contractor without a written determination issued by the GCA shall be at the CONTRACTOR own risk and expense.

Likewise, in case of any design deficiency in the drawings or specifications related to the work performed by the CONTRACTOR, the CONTRACTOR shall notify the Owner or GCA who shall promptly make a determination in writing. If the adjustment affects the contract amount or time schedule, a Change Order shall be issued. If the CONTRACTOR proceeds with the work without a determination, there shall be a conclusive presumption that the design and specifications are proper and any failure or damage in this portion of the work will be attributed to improper installation of materials or improper performance of the work by the CONTRACTOR.

Any additions and/or revisions to the drawings made by the GCA shall be considered part of these specifications. No other changes to the drawings or specifications shall be made without written authorization by the OWNER/GCA.

MEASUREMENTS AND QUANTITIES

The quantities shown on the Plans and Specifications have been indicated as closely as possible but are approximate only and shall not be binding upon the Owner. The CONTRACTOR shall be responsible for estimating all quantities, and, where clarification or additional information is required, a request in writing to the GCA shall be made. No verbal questions or answers shall be binding in any way.

VISITATION

The CONTRACTOR shall visit and inspect the site prior to bidding and shall be totally familiar with the site and surroundings prior to commencing with work.

TITLE NOT LIMIT TEXT

The titles or headings of the various sections, paragraphs, and subparagraphs of the Specifications and Drawings are for the convenience of the reference only, and are not intended to limit, and shall not be construed in any way as limiting the application of the text.

DRAWINGS

The work shall conform to the following drawings and shall form a part of these specifications.

MATERIALS REFERRED TO BY NAME

Specific reference in the specifications and drawings to any article, device, product material or type of construction, etc. by name, make, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The CONTRACTOR or Owner may substitute an item or process of equal quality only after obtaining the written approval of the GCA. When a commercial name is used, the term "or equal" shall be implied, even if not stated.

PRESERVATION OF STAKES

The CONTRACTOR shall carefully preserve benchmarks, reference marks and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

LAWS AND REGULATIONS

The CONTRACTOR shall, in all operations connected with the work, comply with all laws, statutes, ordinances, rules and regulations affecting the conduct of those engaged in the work and with the methods of doing the work, or with the materials used.

PRESERVATION

The CONTRACTOR shall confine his work areas to only that space essential for accomplishing the work required. The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs, grass areas, and designated wetlands and the areas adjacent to wetlands. Existing trees and wetland areas which are to be preserved will be protected by temporary fencing, or other comparable methods to ensure that no damage will occur. The CONTRACTOR shall be responsible for repairing all damaged areas caused by his equipment or operations. This responsibility shall include the repair or replacement of all existing above and below ground items such as golf cart paths, and other pavement, underground wires, and pipes, etc.

SP 1.1 MOBILIZATION AND SITE PREPARATION

DESCRIPTION

The CONTRACTOR shall mobilize all necessary equipment, labor, and materials required for the successful startup and completion of the Project. Mobilization shall be coordinated with the OWNER/GCA and shall take place only in approved areas. This includes, but is not limited to:

- Establishment of a Construction Office and/or staging location.
- Establishment of ingress and egress.
- Traffic Control & securing access to and from the site construction limits during non-work hours.

- Securing the site with snow-fencing and other protective measures.
- Arranging and paying for all utilities required for construction.
- Compliance with requirements from the City of Wood Dale, DuPage County, or any other regulatory agencies.

BASIS OF PAYMENT

This work shall be paid for at the LUMP SUM price for MOBILIZATION AND SITE PREPARATION. Upon execution of the contract, 75 percent of the pay item can be paid. When 10 percent of the contract value is earned, an additional 15 percent of the pay item can be paid. When 90 percent of the contract value is earned, the remaining 10 percent of the item can be paid.

SP 1.2 CONSTRUCTION LAYOUT AND SURVEY REQUIREMENTS

DESCRIPTION

The CONTRACTOR shall perform construction layout work in accordance with Article 105.09 of the IDOT Standard Specifications. This work shall consist of furnishing a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying and layout. The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points and benchmarks.

This includes the establishment of property corners, base lines, center points, benchmarks, and grade stakes. All surveying and staking shall be performed by a qualified Land Surveyor.

The CONTRACTOR shall be responsible for staking and identifying the following:

- Cut & Fill / Earthwork Grades
- Existing & Proposed Drainage Structures
- Limits of Construction & Removals
- Stockpile Locations
- Tee & Bunker Construction Locations
- Proposed & Existing Irrigation System
- Benchmarks as necessary
- Grassing areas
- Property corners or project scope limits

The CONTRACTOR shall mark the centerline of each hole as shown in the Drawings. The GCA will review and approve any necessary adjustments before installing the permanent PVC staking.

The CONTRACTOR shall set stakes to mark the edges of all fairways, tees, greens, and sand bunkers per the Drawings. Stakes shall have clear color-coded flagging and grade notations.

Any additional control points set by the ENGINEER/GCA will be identified in the field to the CONTRACTOR and all field notes will be readily available and be the property of the ENGINEER/GCA.

The CONTRACTOR shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish reference points and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. The CONTRACTOR will not be required to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR's layout by the ENGINEER/GCA and the acceptance of all or any part of it shall not relieve the CONTRACTOR of their responsibility to secure the proper dimensions. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at their expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

RESPONSIBILITY OF THE ENGINEER

- The ENGINEER/GCA will verify acceptability of the limits of construction. These limits shall be verified and agreed upon at the preconstruction meeting to be in conformance with the plans.
- The ENGINEER/GCA will provide electronic files of the design plans in AutoCAD format to the CONTRACTOR for use in construction layout.
- Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER/GCA will check to determine their nature and make whatever revisions are necessary in the plans. Any additional re-staking required by the ENGINEER/GCA will be the responsibility of the CONTRACTOR. Any additional re-staking done by the CONTRACTOR will be considered included in this work and no extra compensation will be allowed.
- It is NOT the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR's stakes.

The ENGINEER, OR GCA may make periodic checks of the CONTRACTOR's staking to determine if the work is being performed in substantial conformance with the plans. Any errors that are apparent will be immediately brought to CONTRACTOR's attention. CONTRACTOR shall be required to make any necessary corrections or perform any necessary re-staking before the incorrect stakes are used for construction purposes.

RESPONSIBILITY OF THE CONTRACTOR

- CONTRACTOR shall be responsible for procuring the service of an Illinois registered land surveyor, who shall report to and receive instructions from CONTRACTOR, not the OWNER or ENGINEER. The registered land surveyor will also establish suitable benchmarks, to be used for horizontal and vertical control and tie into the Illinois State Plane Coordination System NAD 83 East Zone U.S. Survey Foot.
- The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. The CONTRACTOR shall provide the ENGINEER adequate control near each individual element to allow adequate checking of construction operations.

- The CONTRACTOR shall establish the overall construction limits prior to CONTRACTOR's mobilization of equipment.
- All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the OWNER at the completion of the project. All notes shall be neat, orderly and in an acceptable form.

All stakes shall be protected against loss or movement. Any removed or damaged stakes must be accurately replaced at the expense of the responsible Subcontractor.

MATERIALS

- Centerline Stakes: 4" PVC Pipe x 10' long with appropriate labels.
- Location & Grade Stakes: 4' long wooden stakes.

AS-BUILT SURVEY REQUIREMENTS

All survey work for the OWNER shall meet the following standards.

- The As-Built Survey work shall be completed for the Parking Lot construction as well as the site-specific floodplain in the south east portion of the golf course. Additional As-Built Survey of the golf course is not included in the cost of this item.
- The completed work must be submitted in both hard copy and digital format which includes two (2) 22" x 34" hard copy paper bond plan sets, an electronic drawing file format (AutoCAD) and PDF.
- The file must have X, Y and Z coordinates attached to all points and contours and shall be tied into the Illinois State Plane Coordination System NAD 83 East Zone U.S. Survey Foot. If data is not acceptable to the OWNER and/or ENGINEER, meaning, not meeting the following specifications, the OWNER reserves the right to return data to CONTRACTOR until it is corrected to meet the following specifications with no further compensation due CONTRACTOR.
- The completed work must be stamped by a Professional Land Surveyor and must be submitted no later than 30 days after Final Completion.

The drawing shall meet the following specifications (as required per contract):

- Drawings shall note all dimensions and elevations in imperial (foot) scale to the nearest .01 foot.
- Include legend of symbology and abbreviations used in drawing.
- Show the location and elevations of existing and newly constructed improvements per construction project specifications.
- Do not break contour lines for elevation text nor shall text interfere with any mapping lines (do not trim to accommodate text).
- All contour lines should be continuous/closed polylines with respective "Z" coordinates.

- Spot elevations should have “Z” elevations and represented to the nearest .01 foot.
- All text associated with a spot elevation should match that elevation and be on a separate text layer.

BASIS OF PAYMENT

The work shall be paid for at the contract LUMP SUM price for CONSTRUCTION LAYOUT AND AS-BUILT SURVEY.

SP 1.3 TRAFFIC CONTROL AND PROTECTION

DESCRIPTION

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices. No waiving of these requirements will be allowed without prior written approval of the ENGINEER.

The CONTRACTOR shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The CONTRACTOR shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

The CONTRACTOR will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by one sandbag per each barricade. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by eight sandbags per each barricade.

The CONTRACTOR shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

In the event that one direction of vehicular travel must be closed, the CONTRACTOR has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The CITY OF WOOD DALE and ENGINEER shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.

In the event that both directions of vehicular travel must be closed, the CONTRACTOR shall set up a detour route to direct traffic around the work area. The OWNER, ENGINEER, AND CITY OF WOOD DALE shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.

The CONTRACTOR shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the CONTRACTOR shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored. No open excavation may be left overnight or on the weekend without the express written permission of the ENGINEER.

No street closure shall be permitted without the express written permission of the OWNER, CITY OF WOOD DALE and ENGINEER. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

As the condition and location of the work changes, the CONTRACTOR shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the CONTRACTOR on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

The CONTRACTOR shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, which price shall be payment in full for all work mentioned above and for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, and remove all traffic control devices indicated in the plans and specifications. No additional compensation will be allowed.

SP 1.4 SITE ACCESS

DESCRIPTION

Construction traffic access to the site must be limited to the access locations depicted on the plans. Four (4) primary Construction Entrance Access and Staging Areas are designated for the CONTRACTOR to facilitate planned Work within Maple Meadows Golf Course. There are three Construction Entrance Access and Staging Areas designated on the Plans along Addison Road. The fourth Construction Entrance Access and Staging Area as designated on the Plans is along Mill Road. The primary Construction Access and Staging Area shall be the main entrance to the golf course. This entrance shall be used for CONTRACTOR trailer if applicable, employee vehicle parking, equipment mobilization, storage, staging and any material delivery, storage and stockpiling if applicable.

Construction traffic associated with the work must enter and exit the project area from these locations. Additional or alternative access locations shall be determined in the pre-construction on-site meeting and will require approval of THE CITY OF WOOD DALE, DuDOT, and OWNER.

Access shall be in accordance with TRAFFIC CONTROL AND PROTECTION (SP-1.4) and STABILIZED CONSTRUCTION ENTRANCE (SP-1.25) as it is directly from a public roadway. The CONTRACTOR shall not park any vehicles or block traffic on the public roadway and shall provide appropriate Illinois Department of Transportation (IDOT) and/or DuPage County Division of Transportation (DuDOT) signage for vehicles leaving and entering the site. All public roadways shall be kept clean of any debris from site work and all posted weight limits are to be respected.

The CONTRACTOR shall also produce a SITE ACCESS PLAN to be approved by the GCA and ENGINEER. The SITE ACCESS PLAN shall show proposed construction phasing, including intended equipment traffic routes through the site and material stockpiles (see SP 1.8 for erosion control requirements and SP 1.5 for tree protection requirements).

SP 1.5 SITE PREPARATION, CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIAL

DESCRIPTION

The Work includes all clearing, grubbing, root raking and necessary clean-up operations in connection with the construction of the golf course. This shall consist of the removal and disposal of all trees, debris, stumps, roots, limbs, brush, sand etc., from all golf course areas as designated on the Plans, as specified herein, and as directed by the Golf Course Architect. The work shall be performed as noted on the plans and as directed by the ENGINEER/GCA and in conformance with applicable provisions of Section 201 of the IDOT STANDARD SPECIFICATIONS.

The CONTRACTOR shall furnish all services, labor, transportation, materials and equipment necessary for the performance of these operations. This work includes, but is not limited to the following:

1. Removal of all trees from the area of construction that are so marked on the plan and identified in the field;
2. Protection of all existing trees near areas of disturbance or clearing in the form of temporary fencing and/or trunk protection.
3. Removal of all tree stumps and tree roots from the area of construction and grading;
4. Backfilling holes with approved material.
5. Removal of all rubbish, debris or other foreign material from the area of construction and grading;
6. Removal of turf in designated areas;

A radius/limit used around each tree shall be determined to establish the clearing limits except where specific trees have been designated to be saved. Generally, this limit can be established as 30' – as a starting point for review - from the edge of the green and approved by the GCA.

All trees to be saved should be flagged with white ribbon. If there is any doubt or question as to whether a tree should be saved, it should be flagged and saved until the GCA has had the opportunity to inspect the area.

All existing trees felled or removed within the area of construction or grading as indicated on the plans or designated by the GCA shall be removed. Any desirable trees in close proximity to the disturbed grading outline, that do not interfere with play, shall be left and suitably protected if approved by the GCA.

It is important that all personnel involved in the clearing and grubbing operations are fully aware of all the criteria. It must be recognized that this is clearing for golf course construction. The importance of competent, careful supervision and equipment operation during the performance of this work cannot be overly stressed-- as damage to key trees AND tree roots could ruin the aesthetic and playable value and intent of the design.

All trees to be removed (6 inches in diameter and up) to be shown on the plans. Tree protection shall be installed only as directed by the ENGINEER/GCA. The CONTRACTOR shall meet with the ENGINEER and GOLF COURSE ARCHITECT on site to confirm which trees are to be removed and which are to be protected or pruned. The contractor

The CONTRACTOR is responsible for the disposal of rubbish found on site.

Disposal of Rubbish

Vegetative material may not be burned on-site.

The burial of cleared and grubbed material may be possible on-site if approved by the Owner. The Contractor must verify from the GCA and/or Owner if on-site burial is feasible and if so must obtain approved locations.

Burial locations must be outside the playing area of the golf course. Topsoil, where it exists in the burial locations, shall be stripped, saved and stockpiled nearby. Subsoil shall be excavated and stockpiled separately. Care must be taken to ensure the pits are properly backfilled, with all voids filled in with soil and properly compacted. Depth of excavation shall be sufficient to allow a minimum compacted subsoil cover over all debris of three feet (3') on off-site burial locations.

Turf Removal

All work areas which contain turf, grass, weeds, crops, or other plant material, whether original, re-grown, or a temporary cover crop, shall be suitably cleared of such vegetation by plowing, heavy discing, harrowing, burying, raking, or other effective means. Rotodarian tilling is acceptable. If necessary, a specified herbicide shall be utilized.

All growth shall be removed and stockpiled on site in an approved location.

In fairway areas that are left undisturbed during grading and topsoil replacement operations, existing turf will be removed with the specified herbicide, or any other vegetation removal compound. These areas will remain undisturbed for a minimum of four (4) days prior to seeding or sodding operations.

All disposal methods carried off site shall be in accordance with all local laws and regulations. Any required permits shall be obtained by the Contractor prior to the start of construction.

Irrigation System Removal

This work shall consist of removing and properly disposing of all existing irrigation materials identified and approved by the Owner for removal within the project limits.

Precautions

The Contractor shall take all necessary precautions to prevent any damage to existing vegetation and to the Owner's property existing outside the areas to be cleared.

BASIS OF PAYMENT

The work involved to remove trees, protect trees to remain and care for and repair existing plant material will be paid for at the contract unit prices for:

- TREE REMOVAL (6-15 inches) per INCH
- TREE REMOVAL (15 inches +) per INCH
- TREE PROTECTION
 - TEMPORARY FENCING per FOOT
 - TREE TRUNK PROTECTION per EACH
- TREE ROOT PRUNING per EACH
- SAND REMOVAL
- GRASS AND TURF REMOVAL – GOLF COURSE

These prices shall include all labor, excavation, equipment, materials (including backfill material).

SP 1.6 EARTH EXCAVATION – PARKING LOT

DESCRIPTION

This work shall consist of the excavation and transportation of excavated material required to construct the proposed parking lot. All work shall be completed in accordance with Section 202 of the STANDARD SPECIFICATIONS except as modified herein.

This pay item only refers to work performed as necessary to build the proposed parking lot and fill the existing cart tunnels. All other excavation related to the construction of the golf course shall be constructed separately.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work shall be paid for at the contract unit price per cubic yard for EARTH EXCAVATION – PARKING LOT.

SP 1.7 TOPSOIL EXCAVATION AND PLACEMENT – PARKING LOT

DESCRIPTION

This work shall consist of the stripping and stockpiling of topsoil necessary to construct the proposed parking lot and tunnel filling. It shall also include the subsequent replacement of that topsoil back in the necessary areas. This work shall be done in accordance with all applicable provisions of Section 211 of the STANDARD SPECIFICATIONS.

This work is only in reference to the topsoil the needs to be stripped, stockpiled and replaced to construct the proposed parking lot and tunnel filling. Any topsoiling stripping and stockpiling related to the golf course shall be paid under a separate pay item.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work shall be paid for at the contract unit price per cubic yard for TOPSOIL EXCAVATION AND PLACEMENT – PARKING LOT.

SP 1.8 TEMPORARY EROSION AND SEDIMENT CONTROL

DESCRIPTION

This work shall consist of constructing, maintaining, removing, and disposing of temporary erosion and sediment control measures. This work shall be performed in accordance with the applicable provisions of Section 280 of the IDOT STANDARD SPECIFICATIONS. All erosion control measures shall be installed per the details provided in the ENGINEERING PLANS and shall be in conformance with the DuPage County Stormwater Management Ordinance.

CONSTRUCTION REQUIREMENTS

Temporary erosion and sediment control measures shall be cleaned or replaced as necessary during construction when it becomes clogged or ineffective. The temporary erosion and sediment control measures shall be removed only after substantial establishment of cover crop and/or native/turf seeding/planting and with specific authorization by the OWNER/ENGINEER/GCA.

Temporary erosion and sediment control measures shall be installed prior to commencement of construction, as shown on the ENGINEERING PLANS. The CONTRACTOR is responsible for developing a phasing plan for construction and providing that to the ENGINEER, OWNER, AND GCA prior to the start of construction. The phasing plan shall be provided to DuPage County Stormwater Department for review so that temporary erosion and sediment control do not need to be installed in areas where construction will not be happening immediately. The CONTRACTOR is responsible for contacting DuPage County to schedule inspections of the temporary erosion and sediment control measures prior to the start of each phase of construction.

Temporary erosion and sediment control measures shall remain in place and in good condition during the construction operations until a full stand of turf is established.

SILT FENCE

No SILT FENCE shall be installed such that the roots of mature and desirable tree specimens or sensitive ecological communities shall be adversely impacted without exploring reasonable avoidance alternatives by ENGINEER, OWNER and/or GCA. Any conflicts between the SILT FENCE locations shown on the plans and the location of existing trees shall be resolved at the pre-construction meeting.

SILT WORM

SILT WORM is a rolled fiber filter. The roll shall be 12 inches in diameter and in 10 or 20 foot lengths with a density of 9 pounds per cubic foot. The fibers in the roll shall be within a 2 x 2 inch knotted mesh polypropylene netting. Stakes shall be 4x2x36 inch hardwood with the bottom cut at a diagonal to allow driving into the sub grade. Rope shall be ½ inch polypropylene or ¼ inch

nylon rope.

INLET PROTECTION

Inlet protection shall meet the requirements of Section 280, except that hay and straw bales shall not be permitted.

For all proposed inline drains and drain basins, the inlet protection shall be nonwoven geotextile fabric placed directly underneath the inline drain or drain basin grate and extended a minimum of 10” around the grate perimeter for maintenance or removal.

For all existing and proposed catch basins within the limits of disturbance, if an interior filter system is used (within the structure), the inlet protection shall be comprised of a corrosion resistant steel frame and a replaceable geotextile sediment bag attached to the frame with a stainless steel locking band. The sediment bags shall be standard woven polypropylene bags with a typical flow rate of 200gpm per sq.ft. The sediment bag shall hang suspended from the rigid frame at a distance below the grate that shall allow full water flow into the drainage structure if the bag is completely filled with sediment. It is anticipated that there will be nineteen (19) existing or proposed catch basins within the limits of disturbance that will require a geotextile sediment bag attached to the frame.

For all existing and proposed catch basins within the limits of disturbance, if an exterior filter system is used (outside of the structure), the inlet protection shall be SILT WORM.

STABILIZED CONSTRUCTION ENTRANCES

STABILIZED CONSTRUCTION ENTRANCES shall be confined to defined temporary stone paved driveway connections to the adjacent streets installed as shown on the ENGINEERING PLANS. A minimum of fifty (50') lineal feet of stone pavement at each street access location shall be maintained until the permanent project pavements are installed (if applicable). STABILIZED CONSTRUCTION ENTRANCES shall be cleaned daily, as needed to prevent the spread of mud or debris on the adjacent streets.

STOCKPILES

Stockpiles for topsoil replacement shall be placed to prevent sediment runoff into watercourses or onto adjacent roadways and properties and shall be seeded with cereal rye or wheat (150 lbs./acre) as a means of temporary erosion control if they are to remain for more than sixty (60) days. The stockpiles will have SILT WORM installed around them as shown on the ENGINEERING PLANS. The locations shown on the ENGINEERING PLANS are approximate. Actual stockpile locations should be identified on the SITE ACCESS PLAN detailed in SP 1.4.

EROSION CONTROL BLANKET

The following supplier and type of EROSION CONTROL BLANKET materials has been pre-approved by the ENGINEER. Any other proposed substitutions must be pre-approved by the ENGINEER prior to installation.

Product Description:	S75BN
Composition:	100% Straw Fiber
Netting & Thread:	Single Net – 100% Biodegradable
Weight:	0.5 lbs. per SY
Functional Longevity:	12 months

Manufacturer: Tensar/North American Green

Erosion control blanket shall be installed within 24 hours after proper seedbed preparation and placement of seed and fertilizer. Prior to placing the blanket, the areas to be covered shall be free of rocks, stones, or clods greater than 1 ½" diameter and sticks or other foreign matter that would prevent close contact between the blanket and the seedbed. The blanket shall be laid out flat, evenly, and smoothly, without stretching the material. Fasteners shall be Tensar/North American Green biodegradable Wood EcoStake (12") in all turf seed areas and native seed areas and shall be installed in strict accordance with the manufacturer's installation instructions.

Near Lake and Pond edges, the soil shall be worked to a minimum depth of three inches (3") and should not be worked when soil is too wet or too dry. The finished soil bed should be smooth and free from stones, clod or trash.

All lake/pond edges shall be covered with EROSION CONTROL BLANKET, Futerra Matting, or approved equal, six (6'0") feet uphill from normal water's edge or to the top of the bank, whichever is greater.

BASIS OF PAYMENT

This work will be paid for at contract unit prices as follows:

- Per Linear Foot of SILTFENCE
- Per Each INLET PROTECTION
- Per Square Yard of EROSION CONTROL BLANKET
- Per Square Foot of STABILIZED CONSTRUCTION ENTRANCE

SP 1.9 SHAPING AND GRADING ROADWAY – PARKING LOT

DESCRIPTION

This work shall consist of shaping and grading of the roadway subgrade for the proposed parking lot in accordance with Section 301 of the STANDARD SPECIFICATIONS except as modified herein. This item shall include up to 6" of aggregate for shaping and grading of the roadway subgrade.

Recycled stone or concrete material may be used but will need to meet the IDOT gradation for CA6 under new pavement

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work shall be paid for at the contract unit price per square yard for SHAPING AND GRADING ROADWAY – PARKING LOT.

SP 1.10 AGGREGATE BASE COURSE TYPE B

DESCRIPTION

This work shall consist of furnishing and installing one or more layers of aggregate on a prepared subgrade or subbase. The work shall be completed in accordance with the plans and Section 351 of the IDOT Standard Specifications. As stated in the plans for the proposed parking lot, the first lift

shall be recycled CA6 from the existing parking lot that meets the IDOT gradation for CA6. The recycled stone shall also not have large amounts of soil or clay or debris if any of that is found within the stone it shall not be used. No large chunks of HMA from the old lot will be allowed. The recycled material shall be approved by the engineer before using. If the material is found to not meet the engineer's approval or the IDOT gradation the CONTRACTOR is to install IDOT approved CA6 in its place at no additional cost.

No recycled materials shall be used for the construction of cart paths.

New aggregate base course used for the cart path shall meet the specifications listed above but shall be paid for as part of the unit price listed for CARTPATH CONSTRUCTION and the alternates listed and described in SP 1.35.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work shall be paid for at the contract unit price per SQUARE YARD of AGGREGATE BASE COURSE, TYPE B – (PER THE THICKNESS SPECIFIED) to be installed on the plans.

SP 1.11 SIDEWALK AND CART PATH REMOVAL

DESCRIPTION

This work shall consist of the removal of all concrete sidewalks, brick paver sidewalks and HMA and concrete cart paths as shown in the plans and in accordance with Section 440 of the STANDARD SPECIFICATIONS except as modified herein.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work shall be paid for at the contract unit price per square feet for SIDEWALK AND CART PATH REMOVAL.

SP 1.12 STORM SEWER REMOVAL

DESCRIPTION

This item of work shall be performed as noted on the plans in conformance with applicable provisions of Section 551 of the IDOT STANDARD SPECIFICATIONS. Storm Sewers designated for removal shall be completely removed.

BASIS OF PAYMENT

The work involved to remove a Storm Sewer will be paid for at the contract unit price per linear foot for the following:

- STORM SEWER REMOVAL – 6”
- STORM SEWER REMOVAL – 12”
- STORM SEWER REMOVAL – 15”
- STORM SEWER REMOVAL – 24”
- STORM SEWER REMOVAL – 30”
- STORM SEWER REMOVAL – 36”

These prices shall include all labor, excavation, equipment, materials (including backfill material).

SP 1.13 FIRE HYDRANT ADJUSTMENTS

DESCRIPTION

This item shall consist of removing, adjusting, or relocating existing fire hydrants as marked on the plans. The removal includes the removal of the existing hydrant lead and includes any valves and valve boxes. The work also includes the removal of the existing hydrant tees from the water main and replacing them as specified on the plans.

Existing hydrants and valves to be removed shall be returned to the Wood Dale Fire Department unless otherwise specified.

The work to remove, relocate or adjust the fire hydrants and any subsequent work to repair the water main shall be performed under the supervision of the ENGINEER and a representative of the City of Wood Dale and shall be in conformance with applicable provisions of Section 561 of the STANDARD SPECIFICATIONS as well as any applicable sections of the Wood Dale Standard Specifications and the Standard Specifications for Water and Sewer Main Construction in Illinois. If there is conflicting information, the CONTRACTOR should choose the most conservative standard unless directed by the ENGINEER.

BASIS OF PAYMENT

The work involved to remove a fire hydrant will be paid for at the contract unit price per each for FIRE HYDRANT TO BE REMOVED, FIRE HYDRANT TO BE ADJUSTED, AND FIRE HYDRANT TO BE RELOCATED, respectively. These prices shall include all labor, excavation, equipment, materials (including backfill material).

SP 1.14 MANHOLE/VALVE VAULT CONSTRUCTION AND ADJUSTMENT

DESCRIPTION

This item of work shall be performed as noted on the plans and in conformance with the applicable provisions of Section 602 of the STANDARD SPECIFICATIONS.

BASIS OF PAYMENT

The work involved to adjust a manhole will be paid for at the contract unit price per each for:

- MANHOLE TYPE A – 4' DIAMETER – TYPE 1 CLOSED LID
- MANHOLE TYPE A – 4' DIAMETER – TYPE 1 OPEN LID
- MANHOLE TYPE A – 4' DIAMETER – TYPE 8 FRAME AND GRATE
- MANHOLE TYPE A – 6' DIAMETER – TYPE 1 FRAME AND LID
- CATCH BASIN TYPE C – 2' DIAMETER – TYPE 1 FRAME, OPEN LID
- CATCH BASIN TYPE C – 2' DIAMETER – TYPE 8 FRAME AND GRATE
- CATCH BASIN TYPE A – 4' DIAMETER – TYPE 1 FRAME, OPEN LID
- CATCH BASIN TYPE A – 4' DIAMETER – TYPE 8 FRAME AND GRATE
- INLET TYPE A – 2' DIAMETER – TYPE 8 FRAME AND GRATE

- INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID
- MANHOLE TO BE ADJUSTED
- MANHOLE TO BE ADJUSTED WITH NEW FRAME TYPE 1 AND GRATE TYPE 8
- MANHOLE TO BE ADJUSTED WITH NEW FRAME TYPE 1 AND CLOSED LID
- VALVE VAULTS TO BE ADJUSTED
- VALVE BOXES TO BE ADJUSTED

These prices shall include all labor, excavation, equipment, materials (including backfill material).

SP 1.15 LIGHT POLE AND EQUIPMENT

DESCRIPTION

Light pole foundations shall be constructed to support ornamental light units at locations as indicated on the Plans. This work shall include installing any necessary hardware (entering conduits, bolts, anchor rods, grounding, etc.) as shown on the Plans. This work shall also include any topsoil, fertilizing, seeding, and mulching of the distributed areas in accordance with Sections 211, 250, and 251 of the Standard Specifications.

MATERIALS

Light pole foundations shall be according to materials defined in Article 836.02 of Section 836 of the Standard Specifications. All anchor bolts shall be in accordance with Section 1006.09 of the Standard Specifications except that all anchor bolts shall be hot dipped galvanized the full length of the anchor bolt including the hooks. Anchor bolts shall provide bolt spacing as shown in the Plans and as required by the cabinet manufacturer.

The light pole foundations shall also be fabricated in accordance with Section 1070 of the Standard Specifications. These concrete foundations shall be fabricated from material new and unused in any previous application. The manufacturer shall provide a Certificate of Compliance that the materials are new and meet the specified requirements in accordance with the Standard Specifications and as shown on the Plans.

CONSTRUCTION REQUIREMENTS

The Engineer will determine the final placement of the light pole foundations. Foundation dimensions shall be in accordance with those dimensions shown in the Plans on the detail sheet "Light Pole Foundation". The foundation shall be located as required in order to avoid existing and relocated utilities. The top of the foundation shall be finished level. Shimming of the appurtenance to be attached will not be permitted.

Prior to pouring the foundation, the Contractor shall check the Plans for the specific number, size, and direction of conduit entrances required at the given location. All conduits in the foundation shall be installed rigidly in place before concrete is deposited in the form. Bushings shall be provided at the ends of the conduit. Anchor rods and ground rod shall be set in place before the concrete is deposited by means of a template constructed to space the anchor rods according to the pattern of the bolt holes in the base of the appurtenance to be attached. The appurtenance shall not be erected on the foundation until the bases have cured for at least (7) days. The Concrete shall cure according to Article 1020.13 of the Standard Specifications.

METHOD OF MEASUREMENT

Light pole foundations shall be measured for payment in feet of the concrete foundation in-place installed in accordance with the total length of concrete foundation required for light pole foundations as indicated on the Plans and as directed by the Engineer. Extra foundation depth, beyond the directive of the Engineer, will not be measured for payment.

BASIS OF PAYMENT

Concrete foundations will be paid for at the contract unit price per foot for LIGHT POLE FOUNDATION, of the diameter and length indicated. The price shall include payment in full for all necessary excavation, backfilling, disposal of unsuitable material, form work, furnishing, installing, and testing all materials (entering conduits, bolts, anchor rods, grounding, etc.) within the limits of the foundation. Any topsoil, fertilizing, seeding, and mulching of the distributed areas as well as all associated labor is to be included in this Contract unit price.

WIRE AND CABLE

EFFECTIVE

January 1, 2012

ADD THE FOLLOWING TO THE FIRST PARAGRAPH OF ARTICLE 1066.02(a)

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

REVISE THE AERIAL ELECTRIC CABLE PROPERTIES TABLE OF ARTICLE 1066.03(a) TO READ

Aerial Electric Cable Properties

Phase Conductor		Messenger wire			
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

ADD THE FOLLOWING TO ARTICLE 1066.03(b) OF THE STANDARD SPECIFICATIONS

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

REVISE ARTICLE 1066.04 TO READ

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

REVISE THE SECOND PARAGRAPH OF ARTICLE 1066.05 TO READ

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

UNDERGROUND RACEWAYS

EFFECTIVE

March 1, 2015

REVISE ARTICLE 810.04 OF THE STANDARD SPECIFICATIONS TO READ

“Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

ADD THE FOLLOWING TO ARTICLE 810.04 OF THE STANDARD SPECIFICATIONS

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

ADD THE FOLLOWING TO ARTICLE 810.04 OF THE STANDARD SPECIFICATIONS

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125”) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.

SP 1.16 PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER

DESCRIPTION

This work shall consist of connecting proposed storm sewer pipe to existing storm sewer pipe or existing drainage structure as shown in the plans. Non-shear mission coupler and a concrete collar shall be used to connect the two pipes together. For connection to existing drainage structure the contractor is to core the manhole and install the pipe to mortar around the pipe. See plans for more detail on the concrete collar and pipe connection. Connection will need to be approved by the Engineer before backfilling the structure.

BASIS OF PAYMENT

This work will be paid for at the contract unit price each for PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER. The price shall include the cost of all labor, equipment and materials required to perform the work as specified.

SP 1.17 BOLLARD REMOVAL

DESCRIPTION

This work shall consist of the removal of all nonlighted bollards shown on the plans for removal. The bollard and its foundation shall be completely removal. All holes that are created by the removal on the bollard shall be filled with CA7 no dirt. The price of the stone backfill is included in this pay item.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per square feet for BOLLARD REMOVAL.

SP 1.18 EXPLORATION TRENCH, SPECIAL

DESCRIPTION

This work shall consist of constructing a trench for the purpose of locating existing drain tiles and/or utility facilities. The exploration trench shall be constructed at the locations indicated in the plans or as directed by the Engineer.

The depth of the trench shall be variable. The width of the trench shall be sufficient to allow proper investigation of the entire trench. After the trench has been inspected by the Engineer, the excavated material shall be used to backfill the trench in a manner satisfactory to the Engineer. Any excess materials shall be disposed of according to Article 202.03 of the Standard Specifications.

METHOD OF MEASUREMENT

The exploration trench will be measured for payment in feet of actual trench constructed.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per linear foot for EXPLORATION TRENCH, SPECIAL.

SP 1.19 RETAINING WALL REMOVAL

DESCRIPTION

This work shall consist of the removal and disposal of the existing concrete brick segmented wall and the existing sheet pile retaining walls, including any equipment, labor, and materials required to complete this work.

The CONTRACTOR shall submit a demolition plan to the Engineer for approval. Materials that are to be salvaged and which the Engineer/GCA deems fit for reuse shall be carefully removed and stockpiled near the site at a location designated by the Engineer/GCA. If the material for reuse is unfit, through no fault of the CONTRACTOR, the material shall be disposed of in accordance with all applicable sections of Section 202.03 of the IDOT Standard Specifications. When the CONTRACTOR damages or destroys such material, the CONTRACTOR shall repair or replace the material in a manner satisfactory to the Engineer/GCA. Materials that are not to be salvaged shall be removed and disposed of according to Article 202.03.

Existing structures shall be removed to at least 3 ft below the proposed elevation of subgrade or ground surface. Portions of existing structures below this elevation that interfere with the proposed construction shall also be removed.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work will be paid for at the contract unit price per linear foot for RETAINING WALL REMOVAL as specified at different locations in the plans. Disposal of materials will not be paid separately.

SP 1.20 DRAINAGE STRUCTURE TO BE REMOVED

DESCRIPTION

This item of work shall be performed as indicated on the plans or as directed by the ENGINEER in conformance with applicable provisions of Section 605 of the IDOT STANDARD SPECIFICATIONS. Storm Structures designated for removal shall be completely removed. Storm Structure shall be understood to mean any Manhole, Catch Basin or Inlet. Depending on existing site conditions, the ENGINEER may direct the CONTRACTOR to completely remove a Storm Structure. The hole formed thereby from the removal shall be filled with crushed aggregate conforming to CA-7 when in a roadway or walkway.

If the structure to be removed is connected to a storm sewer to be abandoned, the storm sewer to be abandoned shall be plugged with Class SI concrete or brick and suitable mortar, to the satisfaction of the engineer.

This work will not be paid for separately, but shall be considered as included in the contract unit price bid for the storm sewer items.

BASIS OF PAYMENT

The work involved to remove a Storm Structure will be paid for at the contract unit price per each for DRAINAGE STRUCTURE TO BE REMOVED, respectively. These prices shall include all labor, excavation, equipment, materials (including backfill material).

SP 1.21 CASING SLEEVE

DESCRIPTION

The work of this Pay Item consists of installing casing pipes for sewer pipes, complete in place by installing the pipe in the existing tunnel prior to installing the flowable fill to seal the tunnel. This work will include saw cutting, and removal and disposal of existing materials that may be in the way of installing the sleeve in the correct slope; excavation; removal and disposal of waste excavated materials; protection, repair or replacement of utilities, including erosion and sedimentation control methods and devices to provide protection to environment from all pumping operations; installation of casing; casing spacers; installation and support of carrier pipe within casing; end seals; backfilling with flowable fill.

This Pay Item does not include providing or testing the pipe within the casing pipe, which is paid for under separate Pay Items.

Casing pipe shall be 160 psi – SDR 26 PVC pressure pipe complying with ASTM D-2241; or AWWA C-900 or C-905 PVC water main pipe; or ASTM A139, Grade A – 35,000 psi steel pipe.

BASIS OF PAYMENT

The work will be paid for at the Contract Unit Price per lineal foot for CASING SLEEVE.

SP 1.22 DEWATERING

DESCRIPTION

The work consists of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include: (1) constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions; (2) furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment; and (3) removing all such temporary works and equipment after their intended function is no longer required.

DEWATERING THE CONSTRUCTION SITE

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The CONTRACTOR shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted. The CONTRACTOR shall furnish the contracting officer, in writing, a proposed plan for dewatering before commencing with any construction activity for which dewatering may be required. The plan must meet the requirements of the NPDES ILR-10 permit as well as the DuPage County Stormwater Management Ordinance for soil erosion and sediment control measures.

DEWATERING BORROW AREAS AND PONDS

The CONTRACTOR shall maintain all borrow areas free of surface water or otherwise provide for timely and effective removal of surface and subsurface water that accumulates within the borrow area. Borrow material shall be processed as necessary to achieve proper and uniform moisture content at the time of placement.

Each pump discharge pipe shall be equipped with a water meter. The meter shall be such that the measured quantity of water is accurate within 3 percent of the true quantity. The CONTRACTOR shall provide necessary support to perform accuracy tests of the water meter when requested by the ENGINEER.

EROSION AND POLLUTION CONTROL

Removal of water from the construction site, including the borrow areas, shall be accomplished in such a way to meet the requirements of the NPDES ILR-10 permit and the DuPage County Stormwater Management Ordinance.

REMOVAL OF TEMPORARY WORKS

When temporary works are no longer needed, the CONTRACTOR shall remove and return the area to a condition similar to that which existed before construction. Areas where temporary works were located shall be graded for sightly appearance with no obstruction to natural surface waterflows or the proper functioning and access to the works of improvement installed. The CONTRACTOR shall exercise extreme care during the removal stages to minimize the loss of soil sediment and debris that was trapped during construction.

Pipes, casings, and any other material used to dewater the site shall be removed from temporary wells. The wells shall be filled to ground level with clean gravel or other suitable material approved by the contracting officer. The CONTRACTOR shall exercise extreme care to prevent pollution of the ground water by these actions.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work will be paid for at the contract unit price for lump sum DEWATERING PONDS and DEWATERING BORROW AREA as specified at different locations in the plans.

SP 1.23 WATER SERVICE LINE – 1”

DESCRIPTION

This item shall consist of installing a 1” water service line and valve as marked on the plans.

The work shall be performed under supervision of the ENGINEER and a representative of the City of Wood Dale and shall be in conformance with applicable provisions of Section 562 of the STANDARD SPECIFICATIONS as well as any applicable sections of the Wood Dale Standard Specifications and the Standard Specifications for Water and Sewer Main Construction in Illinois. If there is conflicting information, the CONTRACTOR should choose the most conservative standard unless directed by the ENGINEER.

See City of Wood Dale details Water 1, 8, and 11 shown in the plans.

BASIS OF PAYMENT

The work involved to install a 1” water service line will be paid for at the contract unit price per each for WATER SERVICE LINE – 1”, respectively. These prices shall include all labor, excavation, equipment, materials (including backfill material).

SP 1.24 CONCRETE CURB STOP

DESCRIPTION

This item shall consist of furnish and install of six foot precast concrete curb stops in the locations shown in the plans and per the detail. The concrete curb stop shall be made out of concrete meeting IDOT class SI mix and shall be steel reinforced. The curb stops shall also be anchored in place so they do not move.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work shall be paid for at the contract unit price per EACH for CONCRETE CURB STOPS and shall include all necessary labor, equipment and materials to complete this work.

SP 1.25 DRAINAGE CURB CUTS

DESCRIPTION

This work shall consist of the installation of a curb cut to allow water from the parking lot to drain into the bioswale or overflow the parking lot in large events. The contractor is to follow the details in the plans for how to construct the curb cuts. The curb cuts should be tied together with the curb and gutter in all locations shown on the plans and in accordance with Section 606 of the STANDARD SPECIFICATIONS except as modified herein.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price each for DRAINAGE CURB CUTS.

SP 1.26 FLAGPOLE TO BE REMOVED AND REPLACED

DESCRIPTION

This item shall consist of the removal and storage of the existing flagpoles during the construction of the proposed parking lot. The contractor shall also be responsible for the construction of new foundations and the reinstallation of the existing flag poles at the locations shown on the plans or as directed by the OWNER. The contractor shall remove and dispose of the existing flagpole foundations as part of this work.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

This work shall be paid for at the contract unit price per EACH for FLAGPOLE TO BE REMOVED AND REPLACED and shall include all the necessary labor, equipment and materials to complete this work.

SP 1.27 BIOSWALE

DESCRIPTION

This work shall consist of providing labor, tools, equipment and materials necessary to furnish and install topsoil to a depth of 12” within the limits of the bioswale depicted on the Plans as well as the specified plants.

MATERIALS

Materials shall be according to the following Articles:

<u>Item</u>	<u>Article/Section</u>
Sand (IDOT FA-2)	1003.01
Soil Mix of Compost, Topsoil, and Sand	211
Seeds	See Sheet C7.1

CONSTRUCTION

Topsoil amendments shall be completed in accordance with Section 211 and Section 1081.05 of the Standard Specifications and as shown on the plans. Prior to placement, the topsoil shall be mixed with sand and compost at the following ratio: 40% sand, 20-30% topsoil, and 30-40% compost.

Topsoil shall not be placed when the subgrade is frozen, excessively wet, and extremely dry or in a condition otherwise detrimental to the proposed finished grade or to proposed seeding.

The CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the ENGINEER of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

Seeding Methods

The seed installation shall be performed by hand or with a mechanical seed spreader. Seed shall not be sown during high winds or when the seedbed is not in the proper condition for seeding. Prior to starting work, calibrate all seeding equipment and adjust to sow seed at the proper seeding rate. Operate equipment to ensure complete coverage of the entire area to be seeded.

The seeding implements shall not rut and/or otherwise alter the proposed restoration seeding surface.

METHOD OF MEASUREMENT

This work will be measured for payment at the contract unit price per square yard along the centerline of ditch for the length of the bioswale. All necessary labor, material, and equipment needed to install the bioswale soil to the satisfaction of the Engineer shall be included. The cost of excavation will be paid for separately as EARTH EXCAVATION.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard for BIOSWALE SOIL and per square foot of BIOSWALE PLANTINGS. The cost of excavation will be paid for separately.

SP 1.28 ROCK OUTLET PROTECTON

DESCRIPTION

The rock outlet protection shall consist of rock placed within excavated and stabilized depressional areas at storm sewer outlet locations to reduce velocities and slowly release storm water into river. These areas will be planted with seeding or plugs to aid in the bank stabilization, sediment filtration and nutrient assimilation.

MATERIALS

Screened Cobble

Screened cobble material shall comply with applicable portions of Sections 281 and 1005 of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," latest edition, except for the statements in Section 1005.01(a) which begin "Field stone or boulders will not be accepted." The screened cobble shall be well graded and have a gradation similar to a mixture of gradation designation RR3 or RR4 in Section 1005.

Gradation RR3 or approved equal:

D100 = 9 inch

D50 = 5 inch

D10 = 3 inch

Gradation RR4 or approved equal:

D100 = 14 inch

D50 = 9 inch

D10 = 5 inch

Boulders

Boulder material shall comply with applicable portions of Sections 281 and 1005 of the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," latest edition, except for the statements in Section 1005.01(a) which begin "Field stone or boulders will not be accepted." The boulders should have sizes similar to the following gradation.

Boulder Gradation or approved equal

D100 = 24 inch

D50 = 18 inch

D10 = 12 inch

INSTALLATION

Excavate around storm sewers outlets to an approximate 1-ft depth as depicted in the plans and detail to receive screened cobble and boulders. Screened cobble and boulders shall be placed

around storm sewer outlet pipe and within excavated depression according to rock outlet protection detail to dissipate energy.

Locations with rock outlet protection for steel flared sections are noted on the plans, with quantity of rock outlet protection noted in tabular format. In addition, all underdrains and storm sewers that outlet into native planting areas shall be protected with one (1) square yard of rock outlet protection (RR3) at a depth of twelve (12) inches. This rock will function as a buffer from damage due to prescribed burning activities. There are approximately sixty (60) locations of outlets that shall receive one square yard of rock outlet protection. This quantity is included in the estimate for ROCK OUTLET PROTECTION.

BASIS OF PAYMENT

Payment shall be measured and paid for at the contract unit price per ton for ROCK OUTLET PROTECTION, the contract unit price per ton for ROCK OUTLET PROTECTION BOULDERS. The price shall include all necessary labor, material, and equipment needed to install the work described herein, as specified on the plans and as directed by the ENGINEER.

SP 1.29 TOPSOIL STRIPPING & STOCKPILING – GOLF COURSE

DESCRIPTION

The Work involves topsoil stripping and stockpiling in accordance with the Plans. The CONTRACTOR shall furnish all services, labor, transportation, materials and equipment necessary for the performance of these operations. This includes, but is not limited to, all heavy equipment operations necessary to carefully strip and stockpile topsoil for future use and re-spreading.

The CONTRACTOR shall comply with all environmental codes and regulations imposed by the governing entity. During all operations, it is necessary to keep the topsoil as clean of debris as possible. This is particularly true of material used for tee and greens surrounds construction. This shall include, but not be limited to, the removal of all clods, stones, sticks and debris.

MATERIALS

Topsoil shall be that which exists on the site. If there is insufficient topsoil encountered on the golf course site, additional topsoil may be imported from elsewhere on the site or imported. If imported, it must be suitable. To be suitable, topsoil shall be pulverized and free from rock, stones, or debris of any kind. Topsoil shall not be imported without written approval from the GCA and the owner.

CONSTRUCTION REQUIREMENTS

All cut and fill areas and areas containing no topsoil shall receive a minimum of six inches (6") of topsoil.

Topsoil shall be stripped in all areas designated for cut and fill operations on the Drawings prior to the commencement of such operations. The intent is to conserve all topsoil assuring that it is not buried or otherwise contaminated by grading operations. If the GCA determines that surface soil in any given area is not suitable topsoil, it need not be stripped.

The CONTRACTOR shall examine all topsoil stockpiles to determine quality levels. The prime quality topsoil shall be utilized for tees and greens. The GCA/ENGINEER/OWNER reserves the right to direct the usage of differing qualities of stripped topsoil. All areas to receive topsoil shall be disced prior to topsoil placement to allow for the proper bonding of the topsoil with the subsoil.

Topsoil shall be stripped in all areas of earthwork operations as designated on the Drawings, unless the GCA directs otherwise. Stripped topsoil shall be stockpiled in approved locations or as directed by the GCA. Stockpile locations shall not disrupt the construction process.

Topsoil shall be placed to a depth of six inches (6") over all areas requiring top-soiling. The spreading of topsoil on or near greens, tees or fairway bunkers shall be performed under the direction of the GCA/ENG/OWNER. Topsoil acting as a collar to contain green mix placed on tees and greens shall be suitably compacted to accomplish this function.

Stockpiles for topsoil replacement shall be placed to prevent sediment runoff into watercourses or onto adjacent roadways and properties and shall be seeded with cereal rye or wheat (150 lbs./acre) as a means of temporary erosion control if they are to remain for more than sixty (60) days. Additionally, all stockpiles will have SILT WORM placed around the border as a means of sediment control per the ENGINEERING PLANS and the TEMPORARY EROSION AND SEDIMENT CONTROL specification.

This work shall also consist of restoring the site to its original condition including all topsoil and seed within the stockpiling area. Any damage to pavements, curbs and turf to remain will be replaced at the CONTRACTOR's expense.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per CUBIC YARD of TOPSOIL STRIPPING AND STOCKPILING.

SP 1.30 GOLF COURSE EARTHWORK & SHAPING

DESCRIPTION

The work involves cut and fill operations in accordance with the Plans. This includes site cuts for lakes, alignment/realignment of watercourses, sub-base construction, and placement of fill material for tees, greens, bunkers, cutting contoured areas to rough grade and finish grading with topsoil placement. The CONTRACTOR shall also work with the GCA/ENGINEER/OWNER to coordinate material [Fill] delivery (if applicable). The CONTRACTOR shall furnish all services, labor, transportation, materials and equipment necessary for the performance of these operations. This includes, but is not limited to, all heavy equipment operations necessary to provide suitable fill required for subsequent construction of tees, greens and other features; to provide rough site contouring suitable for golf; and to provide for positive drainage throughout the course.

CONSTRUCTION REQUIREMENTS

The CONTRACTOR shall ensure the subgrade is suitable for subsequent construction of tees, greens, bunkers, cart paths and other features; to provide rough site contouring suitable for golf; and to provide for positive drainage throughout the affected areas of the course.

Care must be taken to comply with all environmental codes and regulations imposed by the governing entity. During all grading operations, it is necessary to keep the soil as clean of debris as possible. This is particularly true of topsoil and the material used for tee and green construction.

This shall include, but not be limited to, the removal of all clods, stones, sticks and debris.

During all grading operations, it is necessary to keep the soil as clean of debris as possible. This is particularly true of the material used in tee and bunker construction.

CUT AND FILL OPERATIONS

All land surfaces of the site shall be brought to a sub-grade of proper elevation, as dictated by the Drawings, by cutting and filling, after topsoil stripping.

Where filling is necessary to attain the proper sub-grade, the fill shall be suitable quality, meaning it shall contain no sticks, stones or other debris in excess of four (4") inches. All surfaces receiving fill shall be disced to provide for a greater bonding between the surface and the fill material. All fill should be suitably compacted.

All depressions within the golf course shall be filled as needed to provide for positive drainage. All areas where grades have not been established shall be blade graded smooth to points of established grades to provide for positive drainage. All level or flat areas of the golf course fairways, where surface drainage is inadequate [less than 2%], shall be crowned by the addition of fill in combination with swales cut through the playing areas to provide for suitable drainage. Crowns shall be constructed by spreading fill to an elevation as directed by the GCA.

High points or crowns shall be gently rounded and smooth-graded – unless directed by the GCA. All crowns, edges and grade breaks shall be interrelated with corresponding swales or drainage collection areas to provide complete surface drainage. All grading shall be tied together to form contours, which blend or break into existing or new contours or broken lines, as directed by the GCA.

The GCA reserves the right to direct the CONTRACTOR to modify any earthwork area if necessary to improve the playability of the course.

LAKES PONDS AND WATERCOURSES

All lakes, ponds and watercourses will be cut to the proposed outline and depth as delineated on the Plans. Topsoil excavated from such areas shall be stockpiled for the use on the banks of the feature or for other areas.

GRADE TOLERANCE

The variation in grade from that specified on the Drawings shall not exceed 0.3 foot (4 inches) in all areas except for greens, tees and bunkers where it shall not exceed 0.2 foot (2.5 inches). The Golf Course Architect reserves the right to modify any grades indicated on the Drawings.

TRAVEL COURSES

Whenever a travel route, new or old, lies outside the golf course construction limits, but within the golf course corridor, the compacted portion shall be loosened to a depth of not less than six (6") inches and shall be shaped to conform to the existing terrain.

ROCK REMOVAL

Any rock encountered during the grading procedures that requires either ripping & hauling or blasting and hauling shall be identified and approved prior to removal. No ripping or blasting shall occur without prior written consent.

All rock suitable for the construction of walls shall be hauled to the various wall locations, to be determined by the GCA, and stockpiled.

FILL STOCKPILING

Material generated from grading operations shall be stockpiled in designated areas, or at tee, and bunker locations where indicated on the Drawings in accordance with the following criteria:

Bunker fill shall be stockpiled to the approximate shape as indicated on the Drawings and to elevations indicated on the Drawings or as directed by the GCA. Tee Site fill shall be stockpiled along the line of the tee to the lengths indicated on the Drawings and to widths indicated on the drawings. All tee work shall be accomplished by filling from the extremities of the fill towards the centerline, maintaining a flat plane on top, or as directed on the plans or by the GCA.

DRAINAGE, DIVERSION, & OVERFLOW SWALES

Swales shall be constructed in locations shown on the Drawings. The cross section shall be variable, with side slopes typically three to one (3:1), but shall not exceed two to one (2:1). All side slopes shall be blended into the adjacent land contour and bottom of the swale to provide smooth slopes to allow for proper mowing without scalping. The invert of swales shall be graded to provide for a uniform flow at a minimum gradient of two percent (2%).

A French drain will be installed where indicated or directed. There shall be a perforated pipe embedded into a gravel trench sized appropriately. The pipe shall sit on a two (2") inch minimum bedding of 3/8" washed gravel and have a minimum of two inches (2") on both sides and covered with minimum two inches (2") of washed gravel. If installed in an overflow swale, the entire swale will be covered with EROSION CONTROL BLANKET to reduce erosion within the swale to a width of eighteen (18') feet, layered perpendicular, and fastened according to manufacturer's specifications.

PONDS & LAKE EDGES

Slopes below the water level shall be 3:1 to a depth of two feet six inches (2'6"), and the establishment of a safety shelf shall be installed. to discourage weed and algae growth. At two feet six inches (2'6") feet, a four (4') foot wide safety shelf will be constructed. The depth of the lakes shall be a minimum of eight (8) feet from Normal Water Level to the bottom of the lake-bed.

In order to reduce erosion and assist with the establishment of vegetation, a 6' wide shelf will be installed just below the normal water level in the new ponds in the southeast and northwest portions of the golf course.

WORK COMPLETION

The final sub-grades shall be as indicated on the Drawings, except for GCA directed modifications, in order to provide contours suitable for golf. Level cuts with rigid sharp banks will not be acceptable as a final sub-grade. The intent is to achieve flowing lines with transitions and interrelating ridges, knobs and swales. Upon completion of all rough earthwork, the CONTRACTOR shall perform additional cut and fill work as needed with suitable equipment to achieve the desired flow of contour in the finish sub-grade.

The GCA shall direct that such additional work be continued until all areas are found to meet criteria. Such work shall be performed by the CONTRACTOR at no additional cost to the Owner.

BASIS OF PAYMENT

This work shall be paid for at the contract price per Lump Sum of EARTHWORK

The work for Fairway Shaping and Shaping of areas outside playable areas shall be paid for at the Contract price per Lump Sum

This work will be paid for at the contract unit price for the following items:

- GOLF COURSE GREEN SHAPING per EACH
- GOLF COURSE TEE SHAPING per SET
- GOLF COURSE BUNKER SHAPING per EACH
- GOLF COURSE CUT/FILL per CUBIC YARD

SP 1.31 DEBRIS PICKUP & REMOVAL

DESCRIPTION

The Work involves the removal or elimination of all debris encountered after the clearing, earthmoving and rough grading operations which may interfere with the preparation of a uniform seedbed. The Work covered by this section shall continue as necessary through the seeding operations.

CONSTRUCTION REQUIREMENTS

Loose rocks or stone encountered after earthmoving and grading of the Work area must be removed. Rocks or other undesirable material larger than four inches (4") in diameter shall either be crushed to a smaller size, rolled under, or removed throughout entire area which is to be irrigated, so as to create a reasonably smooth surface.

Any areas that cannot be satisfactorily worked to such desired surface by normal crushing equipment are to ripped, blasted or covered by use of import material as discussed in the EARTHWORK & SHAPING specification. All rock and debris over one inch (1") in diameter or larger, which would interfere with the formation of a finely pulverized seedbed, shall be disposed of prior to seeding, or as directed by GCA.

Scattered rock or stones under one inch (1") in size that do not impede with the formation of a satisfactory seedbed are not required to be removed, provided they are not concentrated in any one area. Concentration in excess of twenty percent (20%) by volume of any random sample is not acceptable. Such areas must either be reworked or covered with suitable topsoil.

Rocks required to be removed from the work area shall be disposed or used in any manner approved by the GCA or Owner. They may be buried on site in designated areas or placed in locations that will benefit the project, and with procedures approved by the GCA and/or Owner.

When rocks are buried, they shall be buried in pits conveniently located in areas adjacent to the golf course work area. Sufficient topsoil must be removed and stockpiled to cover the burial pit with six inches (6") of topsoil material similar to the surrounding surfaces. Buried material must be mixed with loose soil and track-rolled sufficiently to eliminate voids.

The CONTRACTOR shall leave the cleared areas with a good natural grade and shall grade all ridges, mounds, depressions and pockets to a natural flowing contour acceptable to the GCA.

BASIS OF PAYMENT

This work shall be paid for at the contract price per Lump Sum of DEBRIS PICKUP & REMOVAL

SP 1.32 FEATURE CONSTRUCTION

DESCRIPTION

The Work involves all site cuts and fills, sub-base construction, and placement of fill material for features including tees, fairways, bunkers, cutting contoured areas to rough grade and finish grading. The CONTRACTOR shall furnish all services, labor, transportation, materials and equipment necessary for the performance of these operations.

CONSTRUCTION REQUIREMENTS

The final sub-grades shall be as indicated on the Drawings, except for GCA/ENG/OWNER directed modifications, in order to provide contours suitable for golf. Level cuts with rigid sharp banks will not be acceptable as a final sub-grade. The intent is to achieve smooth, flowing lines with transitions and interrelating ridges, knobs and swales. Upon completion of all rough earthwork, the CONTRACTOR shall perform additional cut and fill work as needed with suitable equipment to achieve the desired flow of contour in the finish sub-grade.

The GCA/ENG/OWNER shall direct that such additional work be continued until all areas are found to meet this criteria. Such work shall be performed by the CONTRACTOR at no additional cost to the Owner.

Final grading of all affected sub-grades shall be performed to achieve contours suitable for golf and to provide for positive drainage. The intent of this work is to perform shaping and contouring as needed to achieve the desired golf playing values as well as superior aesthetic appearance.

For these reasons, the Golf Course Architect reserves the right to alter the design as indicated on the drawings whenever in his (her) opinion, the change is in the best interests of the total golf course design. Such alterations shall be performed by the CONTRACTOR at no additional cost to the Owner.

TOPSOIL

Topsoil shall be the prime topsoil available on the site. The existing stockpiles shall be examined for quality and the best topsoil shall be identified and reserved for green and tee construction.

If it is necessary to import topsoil, all topsoil must comply with IDOT standard specification for topsoil import and appropriate soil test results must be provided before imported to the site.

Root Zone Mix for Tees

Tee Root Zone Mix [RZM] shall be Waupaca Sand Solutions -7:2:1 Mix – approved by an independent soil testing agency for composition and compatibility or approved equal.

Root Zone Mix for Greens

Green Root Zone Mix [RZM] shall be Waupaca Sand Solutions 90:10 or equal – as determined by an independent soil testing agency for gravel and sand composition and compatibility.

Sand

Sand for Bunkers shall be DIAMOND from THELENS

Drain Tubing for Under-draining Greens and Traps

Drainage shall be Advanced Drainage Systems (ADS-4") four-inch diameter Corrugated, Perforated Polyethylene Tubing.

Under-Drain Backfill

Underdrain backfill shall be 1/4" Pea Gravel. Pea Gravel shall be approved by an independent soil testing laboratory and meet or exceed all USGA specifications for golf course green construction.

Bridging Gravel

Bridging Gravel shall be Waupaca Sand Solutions – Bridging Gravel as required with Better Billy Bunker standards or approved equal.

Bunkers shall be constructed in accordance with specifications by Better Billy Bunker

The bunker edges shall be shaped in accordance with the Drawings. The GCA/ENG/OWNER reserves the right to alter the shape of the edges so that the sand bunkers have a pleasing appearance. The bunkers that form part of the molded green are to be shaped as in integral part thereof.

Grade the slopes and bottoms of the sand areas of the bunkers and carefully to clean, smooth and uniform surfaces. Shape slopes gently, concave in nature, to permit placing of sand and to allow for proper drainage. Direct surface drainage away from sand bunkers, unless approved or directed by the GCA/ENG/OWNER. All sub-grades shall be properly compacted prior to the installation of sand. The sub-grade of the bunker shall be graded or shaped or reshaped in according to plans and artistic shaped as described by the golf course architect. The floor should be smooth and compacted.

BUNKER DRAINAGE

The floor of the bunker must have excavated drainage trenches that are wide enough so that the perforated drainpipe can be installed and surrounded by gravel. The pattern is such that the perforated drainpipes do not exceed 12' (4M) from the edge of the bunker or 20' from other perforated drainpipe. All loose soil shall be removed so that the floor of the bunker is smooth. A four-inch or greater perforated drainpipe should be installed in the trenches and be surrounded by pea gravel. Gravel surrounding the pipe shall be washed pea gravel as approved and not exceeding 1/2 "in size. A locator wire shall then be laid and connected in the trench with the perforated drainpipe system.

The drainpipe shall be installed as indicated on the Drawings using the same procedures and materials as for greens. Sand bunker drains may connect into the drain network serving the greens. If the bunker drains cannot exit into the green drain network, the CONTRACTOR shall exit the bunker drains into ponds, swales away from play areas, storm sewers or suitable rough dry wells.

GRAVEL BLANKET LAYER

A layer of approved pea gravel (3/16"-1/4") (4.5mm-6mm) shall be placed over the entire floor of the bunker 1.5"-2" (38mm - 51mm) deep. This gravel should be brought up to the edge of the bunker. The gravel selected is to be tested by an accredited soils lab for bridging with the selected sand. This common criterion is based on engineering principles that rely on the largest 15% of the sand particles "bridging" with the smallest 15% of the gravel particles. The gravel must be placed evenly and raked smooth.

ST410 POLYMER BINDER APPLICATION

ST410 POLYMER shall be sprayed by a certified and trained installer. Using proper pressure spray equipment, a uniform layer of ST410 POLYMER shall be applied to the gravel in the bunker at a rate 1 gallon of ST410 POLYMER per 30-35 square feet. The gravel must be dry (less than 15% as tested by the certified installer) at application time. The treated bunker shall be allowed to cure for approximately 24 hours prior to sand installation. NOTE: ST410 POLYMER will penetrate approximately ½ - 1" (12mm - 25mm) depth of the gravel. A sturdy pliable layer of glued gravel will be the result.

SAND INFILTRATION

The tested and approved bunker sand is installed in the bunker and compacted at least five [5"] inches deep. Care must be taken to prevent damage to the gravel layer, perforated drainpipe, and bunker edge while sand is being installed.

TEE CONSTRUCTION

Tees for the golf course shall be built from previously placed stockpiles per DIVISION 6 - EARTHWORK. All side slopes shall blend harmoniously with adjacent contours. The grading of each tee shall conform to the grades indicated on the Drawings. The tees shall be graded smooth with no water holding pockets.

Teeing surfaces shall be graded to a sub-grade four (4") inches below the finished grade elevations to allow for the addition of 7:2:1 Tee Root Zone Mix. The sub-grade of all teeing surfaces shall be pitched slightly as directed by the GCA/ENG/OWNER to provide necessary positive drainage. The subgrade slope of the tee surfaces shall be a minimum of 1% as directed by the GCA. The sub-grade of the tee will be approved prior to the placement of 7:2:1 Tee Root Zone Mix. Tee Root Zone 7:2:1 Mix from Waupaca Sand Solutions will be placed to a depth of four inches [4"] and graded level.

GREEN CONSTRUCTION

Greens shall be excavated to accommodate the proposed grade as shown on the plans. Existing root zone material from the greens shall be incorporated into the surrounds of the green area. Gravel and existing drainage shall be removed from the site and disposed of properly.

The grading of each green and adjoining green sand bunkers shall conform to the contours shown on each Green Detail Sheet. The sub-grade shall be brought to a uniform depth of one foot four inches (1'-4") below the final finish-grade (6" below rough grade) of the green surface itself, while the remaining surrounding sub-grade will be brought to a uniform depth of six inches (6") below the finished grades shown to allow for topsoil and to allow for sand in the sand bunkers.

The greens shall be contoured to provide a putting surface with a slight pitch, no pockets and positive drainage. The roll and slopes of surrounding mounds shall have a soft, pleasing appearance and shall blend smoothly into the putting surface of the green. The GCA/ENG/OWNER reserves the right to alter the design of any green at any time during the course of construction.

The GCA/ENG/OWNER shall be present during shaping to direct the formation of the final sub-grade of each green. Field changes made to the design by the GCA/ENG/OWNER will not constitute an additional charge to the Owner by the CONTRACTOR.

GREEN UNDERDRAINAGE

Drainage shall be installed in the sub-grade of each grade. It shall consist of four inch (4"), corrugated, perforated plastic drainpipe manufactured by ADS and laid in a herringbone or similar pattern on a twenty-foot (20') maximum spacing, to the grades shown on the Drawings. All drainpipe lines under and around each grade shall conform to the specifications covering Drainage for material and workmanship.

The highest point of each drain line shall be two inches (2") below the base of the green seedbed mixture. The minimum slope shall be one percent (1.0%).

Each pipe shall be laid on a firm two-inch (2") gravel bed and joined so that a continuous, smooth, uniform invert is provided. The upper end of each pipe shall be capped. The tile system for each green shall be provided with a blowout at the highest possible grade level that will extend three inches (3") above the surface and which will be capped below finish grade upon completion of construction.

Drain systems shall be outlet into ponds, swales away from the critical playing or walking areas, storm sewers or dry wells located in rough areas. The lowest point of the drainage system, as it exits the green, shall have a smile drain located along the base of the exit wall extending twenty feet (20') in either direction of the exit drain.

Upon completion of drain trench backfilling with pea gravel, the surface of the sub-grade of the greens shall be carefully graded and excess subsoil from trench excavating shall be removed so as not to be mixed with the backfill material or subsequently installed gravel blanket.

All drainage systems shall be installed in accordance with the detailed specifications provided in DIVISION 8 – DRAINAGE and the Manufacturers Specifications.

GRAVEL BLANKET

Upon installation of the drainage system for the green, four inches [4"] of approved Bridging Gravel shall be placed on the compacted sub-grade in such a manner so as not to disturb the drain lines or sub-grade. The gravel shall be installed to a minimum depth of four inches (4") over the drain lines and sub-grade of the green.

GREEN MIX (RZM) PLACEMENT

The putting area shall be ringed with topsoil prior to RZM placement to contain the mix. The mixture shall be placed on the putting surface area in such a manner so as not to disturb the drain lines. Drainpipe that is crushed or broken, shall be replaced by the CONTRACTOR at their own expense. The seedbed shall be installed to a minimum depth of twelve compacted inches (12") over the pea gravel layer.

After the RZM has been spread, the putting surface shall be raked and dragged to meet the contours, grades and sections shown on the Green Detail Sheets. The finished grades shall be to within one tenth (0.1) of one foot of those shown on the plans or in accordance with revisions directed by the GCA/ENG/OWNER.

The CONTRACTOR shall exercise care in the placement of the RZM over the gravel blanket to prevent wheel damage by trucks off-loading materials. Trucks will drop loads working from periphery inward and will not be permitted to run over bare sub-grade surfaces. Any damaged materials occurring because of wheel churning or mixing must be replaced and all damage

repaired.

A small crawler-type tractor and blade or other approved equipment shall then be used to push the RZM onto the putting surface.

FINISH GRADING OF GREENS

The CONTRACTOR shall rework the finished surface to create subtle contours that, in the opinion of GCA/ENG/OWNER, enhance playing values and improve aesthetic appearance. The CONTRACTOR may be called upon to rework finished surfaces as often as necessary in order to obtain a finished effect satisfactory to GCA/ENG/OWNER, and at no additional cost to Owner.

FINISH GRADING

All areas which are to be graded shall be sub-graded a minimum of six (6") inches below the finished elevations to allow for the placement of topsoil.

It is the intent of the Drawings that all areas considered fairway or rough consist of gentle rolls and swales. The CONTRACTOR shall sufficiently grade all areas thoroughly filling and compacting to prevent settling and shall be done in such a manner that no water holding pockets develop. The CONTRACTOR shall assume that the GCA/ENG/OWNER will give directives as to the locations of the rolls and swales.

All areas within play (fairways and nearside rough) not affected by grading procedures shall be reviewed and, if necessary, shaped according to the directives of the GCA/ENG/OWNER. This will require the stripping, stockpiling and re-spreading of topsoil before and after shaping operations to create the desired result.

All natural drainage swales shall be utilized wherever possible.

TIE IN

The CONTRACTOR shall be responsible for the bringing together the work of the Work in related Divisions, performing the necessary tie-in operations. The bottom of slopes of all tees and greens must blend harmoniously with the adjacent terrain and slopes of all ponds must blend smoothly with the fairways and course features unless directed otherwise.

In all areas within the Limits of Construction, the CONTRACTOR shall be responsible for providing positive surface drainage to inlets, catch basins, flared end sections, other drainage features, swales, dry wells, lakes, ponds, etc. All tie-in operations must receive GCA/ENG/OWNER approval prior to proceeding with top-soiling operations.

BASIS OF PAYMENT

This work will be paid for at the contract unit price for the following items:

- GOLF COURSE GREEN CONSTRUCTION per SQUARE FOOT
- GOLF COURSE TEE CONSTRUCTION per SQUARE FOOT
- GOLF COURSE BUNKER CONSTRUCTION per SQUARE FOOT

SP 1.33 GOLF COURSE DRAINAGE

DESCRIPTION

The Work involves all subsurface drainage required for the proper overland drainage of the golf course and under drainage of the greens and traps. The Work includes the furnishing of all-

necessary labor, materials, equipment and services involving trenching, debris removal, pipe and structure installation and connections, backfilling and restoration of sub-grades.

PIPE CULVERT/STORM SEWER PIPE

Pipe Culverts shall be Heavy Duty, Corrugated, Polyethylene Pipe with a smooth interior wall by Advanced Drainage Systems (ADS-N12) or equal with a size as indicated on the Drawings. End plugs, Catch Basins, Drop Inlets, Flared End Sections, connections, fittings etc. shall be made by the same manufacturer for use with the specified tubing.

UNDER DRAIN TUBING & LATERAL DRAINAGE

Under drain Tubing shall be 4"-Corrugated, Non-Perforated, Polyethylene Tubing, ADS or equivalent. End plugs, connections, fittings etc. shall be made by the same manufacturer for use with the specified tubing.

GREEN UNDER DRAIN PIPE

Feature Under Drain Pipe shall be Corrugated Polyethylene Perforated Pipe by ADS or equivalent of the size or sizes indicated on the Drawings. End plugs, Catch Basins, Drop Inlets, Flared End Sections, connections, fittings etc. shall be made by the same manufacturer for use with the specified tubing.

UNDER DRAIN TUBING BACKFILL

Under Drain Tubing Backfill shall be 1/4-3/8" washed Pea Gravel.

STORM DRAINAGE PIPE AND PIPE CULVERT BACKFILL

Storm Sewer and Pipe Culvert Backfill shall be CA-7 in accordance with STATE DOT Standards.

TRENCHING AND EXCAVATION

All trenching for drain tubing, pipe culverts or storm sewer pipe shall be excavated to the lines and grades specified on the Drawings.

If unsuitable soil, rock or debris is encountered at the grade required, the unsuitable material shall be removed and replaced with well compacted granular backfill at no additional cost to the Owner. Trenches excavated deeper than required shall be brought back to proper grade with granular backfill at the CONTRACTOR's expense.

All trenches for under drains (4") shall be excavated to a full width of eight inches (8") and a depth sufficient to provide a two-inch (2") layer of backfill gravel below the bottom of the pipe.

Trenches for storm sewer pipe shall allow for a minimum width of four inches (4") plus the outside diameter of the pipe. The trench depth shall allow for a minimum of one inch (1") of bedding material below the pipe.

Pipe culvert trenches shall allow for a maximum width of eighteen inches (18") plus the outside diameter of the pipe. The trench depth shall allow for a minimum of four inches (4") of bedding material below the pipe.

- Under drain Tubing trenches shall receive a minimum of two inches (2") of pea gravel bedding.
- Storm Sewer Pipe trenches shall receive a minimum of one (1") inch of moist, fine aggregate bedding.

- Culvert Pipe trenches shall receive a minimum of four inches (4") of moist, fine aggregate bedding.

All pipe laying shall commence at the lower end of the line and advance upgrade. The CONTRACTOR shall provide the necessary mason line, grade boards, and grade rod to insure installation of each pipe to its proper grade. Each pipe shall be laid on a firm bed and joined so that they will form a continuous drain with a smooth, uniform invert. Under drain tubing shall be at least eighteen inches (18") in depth and shall have a minimum slope of one percent (1%).

Storm sewer pipe inlets shall consist of a section of specified pipe set vertically capped with a grate on the end set at grade, and tee fitting below to accept a storm sewer pipe. The vertical pipe shall extend a minimum of ten inches (10") below the tee fitting invert and shall be capped. This extension shall serve as a sediment trap. The minimum invert of the connecting storm pipe shall be six inches (6") plus the outside diameter of the pipe.

Storm sewer pipes shall be laid at a minimum slope of one percent (1.0%).

All Perforated tubing and corrugated piping shall be joined with fasteners manufactured for that purpose by the manufacturer of the tubing and pipe. Manufacturer's specifications shall apply.

Under drain tubing trenches shall be backfilled with pea gravel. Storm sewer pipes shall be backfilled with moist, fine aggregate to a height of at least the elevation of the center of the pipe. The material shall be placed in eight-inch (8") loose layers and compacted.

The remainder of the trench may be backfilled with excavated material or trench backfill as specified herein if the sewer is outside of paved areas. Sewer trenches within two feet (2') of proposed or existing pavements, including cart paths, shall receive only trench backfill material as specified herein. Backfilling shall be in accordance with STATE DOT Specifications.

Pipe culverts shall be backfilled with moist, fine aggregate in eight-inch (8") loose layers and compacted to an elevation one foot (1') above the top of the pipe. Backfilling shall be in accordance with STATE DOT specifications.

OUTLETS

Outlets for under drain tubing shall be ponds, swales in rough areas, storm sewers, or if there is no other feasible alternative, dry wells [sumps] in rough areas. The intent is to daylight each under drain network into a rough area where overland drainage will carry it to a pond, storm sewer or directly into a pond.

BASIS OF PAYMENT

This work will be paid for at the contract unit price for the following items:

- 12" Inlets per EACH
- 18" CB Inlets per EACH
- 24" CB Inlets per EACH
- 24" ADS Pipe per Linear Foot
- 18" ADS Pipe per Linear Foot
- 12" ADS Pipe per Linear Foot
- 8" ADS Pipe per Linear Foot
- 6" ADS Pipe per Linear Foot
- 4" ADS Pipe per Linear Foot

- Aluminum End Sections 6", 8" 12" 18" and 21" – Per Each

SP 1.34 SEEDBED PREPARATION & GRASSING

DESCRIPTION

The Work involves the furnishing of all labor, materials, equipment, and services necessary to perform finish/fine grading, fertilizing, and seeding of all golf course areas which include all disturbed areas, tees, fairways, and rough areas. The work shall be performed in accordance with the Drawings and subject to the terms and conditions of the Contract.

Seed shall be from Seed Research/DLF Pickseed
[Scott Debolt 615-579-4172] as follows:

Greens:	Tillinghast Creeping Bentgrass @ 1.5 lbs/1000 sf
Tees:	Tillinghast Creeping Bentgrass @ 1.5 lbs/1000 sf
Fairways:	Tillinghast Creeping Bentgrass @ 1.5 lbs/1000 sf
Primary Rough:	Orchard Park Rough Mix @ 130-140 lbs/Ac. <ul style="list-style-type: none">▪ 25% Martha KBG▪ 25% Sombrero KBG▪ 25% Jackrabbit KBG▪ 25% Granite KBG

Outer Rough [OOP]
Upland Low [See CIVIL ENGINEERING]
Wetland Low [See ENGINEERING]

Sod shall be as follows:

Bunker 'Eyebrows': RTF
Payne Sod Farm, Inc. (815) 468-6400
8332 N 2250 W Rd,
Manteno, IL, 60950 USA

Fairway & Feature Surrounds Sod: KBG Primary Rough Cut as outlined above
Green Source Growers, Paul Carlson. 630-669-0384
paulc@greensourceusa.com greensourceusa.com
25605 W 111th St,
Plainfield, IL, 60544, USA

All Sod shall be from an approved Northern Illinois source & location.

FINISH/FINE GRADING

All fairway and rough areas shall be worked with small equipment as needed to pulverize all clods and to correct all surface deficiencies. Fine grading shall continue until a suitable seedbed is provided throughout the seeding area.

In all areas, surfaces shall have a smooth continual grade and shall be left in an even, properly compacted condition, which will not provide dips and pockets where water may stand.

Greens and tees shall receive a final dragging and raking by small machines or by hand to correct any surface irregularities caused by equipment, erosion, or any other reason. All finish grades shall be approved by the Golf Course Architect before any seeding takes place. The CONTRACTOR shall coordinate his work with the Irrigation installation.

SOWING IN DISTURBED AREAS

The seedbed shall be restored immediately prior to seed sowing if it has deteriorated or been damaged since its preparation. Seed shall not be sown in windy conditions. Seed shall be applied at the above rates.

Seeding shall be performed by mechanical means. Half of the seed shall be applied while moving in one direction and remainder while moving at right angles to the first sowing. The seed/sprig shall be incorporated into the upper inch of the soil mechanically or by hand. If the seeding equipment does not compact, a separate rolling with a 500 lb. roller shall be required to firm up the seedbed.

All seeding operations shall be performed by personnel experienced in golf course seeding.

SOD AROUND FEATURES

Sod shall be laid perpendicular to the slope, with care given so that finish grades are not disturbed. If finished grades are disturbed, the CONTRACTOR shall re-establish them to acceptable and approved. No voids shall be approved

SOD AROUND FAIRWAY

NOT APPLICABLE

EROSION CONTROL BLANKET

"Futerra Matting" or approved equal shall be laid as needed, per manufacturers specifications, perpendicular to the slope and grade. Approved staples shall be utilized. No voids or overlapped matting shall be approved. The erosion control blanket shall be

ACCEPTANCE

Acceptance of seeded areas will be determined by the inspecting GCA/ENG/OWNER and/or Owner.

BASIS OF PAYMENT

This work will be paid for at the contract unit price for the following items:

- Finish Prep per Lump Sum
- Seed Fairway per Square Foot
- Seed Greens per Square Foot
- Seed Tees per Square Foot
- Seed Rough per Square Foot
- Bluegrass Sod per Square Foot
- RTF Sod per Square Foot

SP 1.35 CART PATH CONSTRUCTION

DESCRIPTION

The Work shall include all labor, materials and equipment necessary for the installation of golf

cart paths where indicated on the Drawings. Cart paths shall be constructed in locations indicated on the Drawings or in other locations, as directed by the GCA. All paths shall have a minimum width of eight feet [8'] or as indicated on drawings, except where noted.

SUB-GRADE

A sub-grade shall be established which is seven inches (7") below finish grade elevations for cart paths. The sub-grade shall be suitably compacted. Where paths occur on slopes, the grading shall provide for smooth, transitionally vertical curves rather than abrupt changes.

BASE COURSE

The approved aggregate base material shall meet the specifications Section 301 of the STANDARD SPECIFICATIONS and be placed on the compacted sub-grade to a compacted thickness of four inches [4"].

There is an alternate pay item provided for CART PATH – ADDITIONAL 2" BASE COURSE. The only modification to the specification is the depth of sub-grade from seven inches [7"] to nine inches [9"] and the depth of base course to six inches [6"].

Recycled material shall not be used for cart path base course unless approved in writing by the ENGINEER and OWNER. Selection of the Alternate Pay Item CART PATH CONSTRUCTION – RECYCLED BASE COURSE qualifies as written approval.

SURFACE COURSE

The cart paths shall use the same surface course as the proposed parking lot, HMA Surface Course, MIX "D", N50. The surface course shall be placed on the compacted aggregate to a thickness of three inches [3"] on all path areas. Work shall be completed by CONTRACTORS with knowledge and experience in golf course cart path installation.

CURBING

Curbing shall be installed per locations as defined on the plans and direction in the field. Curbs shall be installed using:

BORDER MAGIC or approved equal
Mold #: 14
Color: 385
Design: Flagstone

TIE-IN

The CONTRACTOR shall coordinate the grading of the paths with all other site features (e.g., mounds, swales, slopes) so that the path and curbing blends with the final contour of the land and drains to existing and operational drainage features such as swales, culverts, etc.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square foot of CART PATH CONSTRUCTION and per linear foot of CART PATH CURB.

An alternate pay item is provided as CART PATH CONSTRUCTION – ADDITIONAL 2" BASE COURSE

SP 1.36 PUMP HOUSE DEMOLITION

DESCRIPTION

The work of this Pay Item consists of demolition and disposal of the two existing pump house structures as shown on the ENGINEERING PLANS. The CONTRACTOR shall be responsible for the protection and potential salvation of any existing pumping equipment located within the two structures. No pumping nor electrical equipment within the existing pump houses shall be disposed of without approval from the ENGINEER or OWNER.

BASIS OF PAYMENT

The work will be paid for at the Contract Unit Price per EACH for PUMP HOUSE DEMOLITION.

SP 1.37 IRRIGATION

SEE ATTACHED IRRIGATION SPECIFICATIONS

SP 1.38 OUT OF PLAY SEEDING

This work shall consist of furnishing, transporting, and installing the Upland OOP and Wetland Low Seed Mixes in the locations as shown on the Planting Plan Drawings. See Appendix I for seed mixes.

Prior to any seed installations, CONTRACTOR is required to schedule and lead the first Seed Installation Meeting as required under Project Milestone Mandatory Meetings.

Pre-seeding Prescribed Burn

See SP 1.39 for Prescribed Burning Requirements.

Seed Installation Schedule

The seed mixes shall be seeded as soon as is practical after completion of earthwork and shaping of the golf course. Depending on the construction schedule, some areas may need to be dormant seeded. The CONTRACTOR shall keep the GCA and ENGINEER up to date regarding the construction schedule. Any seeds to be placed later than October 1st, may need to be dormant seeded.

Seeding Conditions

The CONTRACTOR shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the ENGINEER of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

Seeding Methods

The CONTRACTOR shall be responsible for staking the areas to be seeded with native plantings and receiving approval from the GCA prior to applying seed.

The seed installation shall be conducted using a combination of hand seeding and tractor-mounted broadcast/brillion seeder so the seed is applied on the ground surface. All areas within 6 feet of the native seeding boundary stakes shall be seeded by hand or with a brillion dropseeder to maintain separation from playable areas of the golf course. The tractor shall be used for all other methods.

Seed shall not be sown during high winds or when the seedbed is not in the proper condition for seeding. Prior to starting work, calibrate all seeding equipment and adjust to sow seed at the proper seeding rate. Operate equipment to ensure complete coverage of the entire area to be seeded.

The seeding implements shall not rut and/or otherwise alter the proposed restoration seeding surface. If site conditions are too wet to physically access any of the seeding areas with a tractor and seeder without rutting and/or otherwise altering the proposed seeding surface, an ATV or similar type equipment with a broad-cast seeder may be a viable seed installation alternative.

Seed Mixtures

All native seed shall be local genotype and origin shall be within a 200 mile radius of the project site. Proof of origin shall be presented to the ENGINEER and/or GCA at the site prior to any seeding.

Seed mixes shall be provided in pounds of Pure Live Seed (PLS). Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the pounds of PLS specified. All species (grasses, forbs, sedges) will be supplied at 100% PLS. Seed not compliant with PLS requirements will be augmented with additional quantities in order to compensate for the lack of viability and achieve specified amounts of PLS.

Seeds shall be true to name and variety and have the proper stratification and/ or scarification to break dormancy for the appropriate planting season.

SECTION 6 – SPECIAL PROVISIONS

UPLAND LOW SEED MIX (#acres)			
Type	Species	Common Name	Seeding Rate (lbs/ac)
	<i>Allium cernuum</i>	Nodding Onion	0.250000
	<i>Anemone canadensis</i>	Canada Anemone	0.125000
	<i>Asclepias sullivantii</i>	Prairie Milkweed	0.750000
	<i>Asclepias tuberosa</i>	Butterfly Weed	0.500000
	<i>Aster oblongifolius</i>	Aromatic Aster	0.062500
	<i>Astragalus canadensis</i>	Canada Milk Vetch	0.125000
	<i>Chamaecrista fasciculata</i>	Partridge Pea	0.500000
	<i>Coreopsis lanceolata</i>	Lance-leaf Coreopsis	0.250000
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.125000
	<i>Echinacea pallida</i>	Pale Purple Coneflower	0.500000
	<i>Echinacea purpurea</i>	Purple Coneflower	0.500000
	<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.187500
	<i>Lespedeza capitata</i>	Round-headed Bush Clover	0.187500
	<i>Monarda fistulosa</i>	Wild Bergamot	0.125000
	<i>Penstemon digitalis</i>	Foxglove Beardtongue	0.062500
	<i>Ratibida pinnata</i>	Yellow Coneflower	0.062500
	<i>Rudbeckia hirta</i>	Black-eyed Susan	0.187500
	<i>Solidago graminifolia</i>	Grass-leaved Goldenrod	0.015625
	<i>Tradescantia ohiensis</i>	Ohio Spiderwort	0.375000
	<i>Zizia aurea</i>	Golden Alexanders	0.375000
		sub total	5.265625
Grasses & Sedges	<i>Bouteloua curtipendula</i>	Side-oats Grama	8.000
	<i>Bromus kalmii</i>	Prairie Brome	0.375
	<i>Carex bicknellii</i>	Copper-shouldered Oval Sedge	0.125
	<i>Carex brevior</i>	Plains Oval Sedge	0.125
	<i>Carex molesta</i>	Field Oval Sedge	0.125
	<i>Carex vulpinoidea</i>	Brown Fox Sedge	0.125
	<i>Uniola latifolia</i>	River Oats	0.750
	<i>Elymus canadensis</i>	Canada Wild Rye	3.000
	<i>Elymus virginicus</i>	Virginia Wild Rye	2.000
	<i>Panicum virgatum</i>	Switch Grass	0.500
	<i>Schyzachyrium scoparium</i>	Little Bluestem	10.000
	<i>Sporobolus heterolepis</i>	Prairie Dropseed	0.500
			sub total
		Total Permanent Species:	30.890625
Cover	<i>Avena sativa</i>	Seed Oats	32.000

SECTION 6 – SPECIAL PROVISIONS

WETLAND LOW SEED MIX (#acres)			
Type	Species	Common Name	Seeding Rate (lbs/ac)
	<i>Anemone canadensis</i>	Canada Anemone	0.250000
	<i>Asclepias incarnata</i>	Rose Milkweed	0.250000
	<i>Aster novae-angliae</i>	New England Aster	0.031250
	<i>Aster puniceus</i>	Swamp Aster	0.031250
	<i>Bidens cernua</i>	Nodding Bur Marigold	0.062500
	<i>Boltonia asteroides</i>	False Aster	0.031250
	<i>Helenium autumnale</i>	Sneezeweed	0.062500
	<i>Liatris pycnostachya</i>	Prairie Blazing Star	0.125000
	<i>Lobelia cardinalis</i>	Cardinal Flower	0.015625
	<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.015625
	<i>Lycopus americanus</i>	Water Horehound	0.062500
	<i>Lysimachia ciliata</i>	Fringed Loosestrife	0.062500
	<i>Lythrum alatum</i>	Winged Loosestrife	0.00625
	<i>Mentha arvensis</i>	Wild Mint	0.031250
	<i>Mimulus ringens</i>	Monkey Flower	0.006250
	<i>Penstemon digitalis</i>	Foxglove Beardtongue	0.125000
	<i>Penthorum sedoides</i>	Ditch Stonecrop	0.015625
	<i>Physostegia virginiana</i>	Obedient Plant	0.500000
	<i>Pycnanthemum virginianum</i>	Mountain Mint	0.031250
	<i>Solidago graminifolia</i>	Grass-leaved Goldenrod	0.031250
	<i>Verbena hastata</i>	Blue Vervain	0.062500
	<i>Zizia aurea</i>	Golden Alexanders	0.187500
		sub total	1.746875
Grasses & Sedges	<i>Calamagrostis canadensis</i>	Blue Joint Grass	0.03125
	<i>Carex annectens</i>	Small Yellow Fox Sedge	0.06250
	<i>Carex cristatella</i>	Crested Oval Sedge	0.06250
	<i>Carex frankii</i>	Bristly Cattail Sedge	0.12500
	<i>Carex hystericina</i>	Porcupine Sedge	0.12500
	<i>Carex molesta</i>	Field Oval Sedge	0.12500
	<i>Carex scoparia</i>	Lance-fruited Oval Sedge	0.03125
	<i>Carex stipata</i>	Common Fox Sedge	0.06250
	<i>Carex stricta</i>	Common Tussock Sedge	0.12500
	<i>Carex tribuloides</i>	Awl-fruited Oval Sedge	0.03125
	<i>Carex vulpinoidea</i>	Brown Fox Sedge	0.03125
	<i>Eleocharis erythropoda</i>	Bald Spikerush	0.03125
	<i>Elymus riparius</i>	Riverbank Wild Rye	2.00000
	<i>Elymus virginicus</i>	Virginia Wild Rye	2.50000
	<i>Juncus dudleyi</i>	Dudley's Rush	0.00625
	<i>Juncus torreyi</i>	Torrey's Rush	0.00625
	<i>Leersia oryzoides</i>	Rice Cut Grass	0.12500
	<i>Panicum virgatum</i>	Switch Grass	0.50000
	<i>Scirpus atrovirens</i>	Dark-green Bulrush	0.03125
	<i>Scirpus cyperinus</i>	Wool Grass	0.00625
	<i>Scirpus pendulus</i>	Rufous Bulrush	0.03125
		sub total	6.05000
		Total Permanent Species:	7.79688
Cover	<i>Avena sativa</i>	Seed Oats	32.000

Species Substitutions

Prior to installation, the ENGINEER/OWNER shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site. The OWNER must approve all variations to seed mixtures in writing.

Notification & Documentation

Prior to seeding, CONTRACTOR shall provide the seed origin, purity and germination tests for all seed mixes.

The CONTRACTOR shall notify the OWNER 48 hours prior to seeding.

All seed materials shall be subject to inspection by OWNER prior to installation.

After completion of seeding, the CONTRACTOR shall provide the OWNER copies of all seed labels/tags.

As-Built Seeding Exhibit

Following completion of all seeding, CONTRACTOR shall prepare an As-Built Seeding and Planting Exhibit that shows the locations of all the seed mixes installed.

Performance Standards

CONTRACTOR shall meet the requirements of all performance standards provided under the PERFORMANCE STANDARDS SP 1.39

Basis of Payment:

This work will be paid for at the contract unit price per acre for the UPLAND LOW SEED MIX and the WETLAND LOW SEED MIX. This work shall include all labor, equipment, and materials necessary to complete the work as specified herein and on the plans.

SP 1.39 ECOLOGICAL MAINTENANCE (1 YR)

This work shall consist of post-seeding and planting vegetation management of the native out of play areas for 1-year post construction to achieve PERFORMANCE STANDARDS detailed in SP-1.40.

The following management activities are included in the Ecological Maintenance special provisions and shall be conducted by CONTRACTOR during the 1-year period:

- Mowing/Weed Whipping
- Selective Herbicide Applications
- Prescribed Burning

Mowing/Weed Whipping

Description. This work shall consist of completing a high-mow over all seeding areas to manage invasive species to achieve the performance standards.

Schedule. During the first growing season in areas where conditions allow tractor accessibility, the vegetation shall be high-mowed several times during the growing season to ensure the vegetation does not exceed 24 inches in height. A rotary or flail type mower shall be used. During the high-mowing, the vegetation shall be cut no lower than 6 to 9 inches so the native seedlings are unharmed. To accomplish this, the mower deck should be raised to a height of around 6 to 9 inches. Selective weed whipping, skid and mower deck and push mowers can also be used if conditions are unfit (i.e., too wet) for a tractor or if only small, isolated areas of vegetation require cutting.

Equipment. This is traditionally accomplished with a tractor and a rotary field mower deck. The Contractor shall keep all mowing equipment sharp and properly equipped for operation. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc. All equipment shall be cleaned prior to arriving at the site to prevent non-native/inverse species from being transferred.

Method. Damage, such as ruts or wheel tracks more than 2 inches in depth, caused by the mowing operation is not acceptable and shall be repaired at the contractor's expense. Weed whipping shall be conducted instead of mowing to avoid rutting the surface.

Weed Whipping

Selective weed whipping shall also be used to control Target Species flowering/seed production and to reduce competition.

Selective Herbicide Application

Description. The work consists of application of appropriate herbicide products that shall be utilized for spraying or wicking using handheld, backpack sprayers, and/or by all-terrain vehicles equipped with boom and/or gun sprayers/wickers to eradicate target weeds without damaging adjacent native plants. All herbicides shall be utilized per manufacturer's label and recommendations and shall be submitted for approval by the OWNER.

Herbicide Qualifications. All herbicide types shall be approved by the OWNER prior to application. The Contractor must supply all materials, equipment and labor necessary to perform the plant control as specified and directed by the Engineer. Herbicide shall be applied by State Licensed Operator or Applicator. A copy of valid license (State of Illinois Department of Agriculture Pesticide Applicator and Operator) for all persons applying herbicide shall be provided to the OWNER. All work shall be conducted by staff experienced in conducting weed eradication within local natural areas. Prior to applying chemicals, the CONTRACTOR must supply a copy of the label to the ENGINEER and receive written approval from the OWNER to use that chemical.

SDS Requirements and Logs. Herbicide applicators shall have on the premises the appropriate herbicide labels and Safety Data Sheets (SDS) for the chemicals being applied. CONTRACTOR shall utilize the Herbicide Data Log Sheet to record onsite work time, weather

conditions, target species, and amount of product applied. The CONTRACTOR is required to submit an updated log sheet at the end of month via email to the OWNER.

Herbicide Mixing and Filling. Filling of containers or mixing of herbicides shall be done at a point away from any natural area, trees, shrubs, herbaceous or woody growth, or body of water. A tarp beneath a catch basin shall be utilized to guard against any spills being leaked onto the ground. All mixing shall be done in or directly above the catch basin. Cleaning of all herbicide equipment or storage containers shall be done away from Forest Preserve District Property or any surrounding area. A significant supply of chemical absorbent shall be available for spill containment.

Conditions Affecting Application. Herbicide drift should be minimized by not applying herbicide in unsuitable weather conditions and by using low-pressure spray techniques. Herbicide should not be applied to the bark of target species if the bark is wet or if rain or snow prohibits proper application.

Adjuvants. An applicable tracer colorant shall be in all chemical mixes. The Contractor shall inform the Owner of the color to be used.

Personal Protective Equipment (PPE). Herbicide applicators and operators should use all applicable and standard personal protective equipment during this work.

Herbicide Signs. The Contractor will post Signs designating the areas which have been treated by herbicide and pin flags indicating the application area. The signs and flags will be reposted daily by the Contractor as work progress through the site. The flags will remain in place for at least 72 hours after the last herbicide application and removed 24 hours after the reentry interval has passed. Signs will be provided by the Contractor as well as a means for displaying them.

Selective Herbicide Target Species

CONTRACTOR shall conduct the selective herbicide applications necessary to achieve project performance standards (see PERFORMANCE STANDARDS special provision). CONTRACTOR shall conduct a minimum of four weed control events per year during the one-year period. Each event shall cover the entire project area.

The herbicide application periods are generally defined as follows:

Early Spring – March 15 to May 1
Early Summer – May 15 to June 30
Late Summer – July 15 to September 1
Fall – September 15 to November 1

The application period shall consist of, but is not limited to, controlling the Target Invasive Species and any Non-Native Species required to achieve the Performance Standards. Table 1 below provides a list of typical non-native and invasive species found in the Chicago region. Please note that this table is not inclusive. All non-native species present at the site shall be considered a Target Species and thus shall be the responsibility of the CONTRACTOR to identify and control. The Flora of the Chicago Region, 2017, shall be utilized to identify all non-native species.

Table 1: Non-Native and Invasive Species (from Appendix “B” of the 2017 ICA)

American Silver-Berry (<i>Elaeagnus commutata</i>)	Eurasian Water-Milfoil (<i>Myriophyllum spicatum</i>)	Nodding Plumeless-Thistle (<i>Carduus nutans</i>)
Ash-Leaf Maple (<i>Acer negundo</i>)	European Barberry (<i>Berberis vulgaris</i>)	Privet (<i>Ligustrum</i> spp.)
Asian Bittersweet (<i>Celastrus orbiculatus</i>)	European Buckthorn (<i>Rhamnus cathartica</i>)	Purple Loosestrife (<i>Lythrum salicaria</i>)
Garden Bird’s-Foot-Trefoil (<i>Lotus corniculatus</i>)	Garlic-Mustard (<i>Alliaria petiolata</i>)	Ragweed (<i>Ambrosia</i> spp.)
Black Locust (<i>Robinia pseudoacacia</i>)	Giant Hogweed (<i>Heracleum mantegazzianum</i>)	Rambler Rose (<i>Rosa multiflora</i>)
Bull Thistle (<i>Cirsium vulgare</i>)	Glossy False Buckthorn (<i>Frangula alnus</i>)	Reed Canary Grass (<i>Phalaris arundinacea</i>)
Lesser Burrdock (<i>Arctium minus</i>)	Greater Flowering-Rush (<i>Butomus umbellatus</i>)	Russian Olive (<i>Elaeagnus angustifolia</i>)
Canadian Goldenrod (<i>Solidago canadensis</i>)	Japanese Barberry (<i>Berberis thunbergii</i>)	Sandbar Willow (<i>Salix interior</i>)
Canadian Thistle (<i>Cirsium arvense</i>)	Japanese Bristle Grass (<i>Setaria faberi</i>)	Seaside Goldenrod (<i>Solidago sempervirens</i>)
Cat-Tail (<i>Typha</i> spp.)	Japanese Honeysuckle (<i>Lonicera japonica</i>)	Showy Fly-Honeysuckle (<i>Lonicera x bella</i>)
Chinese Yam (<i>Discorea oppositifolia</i>)	Japanese Hop (<i>Humulus japonica</i>)	Spotted knapweed (<i>Centaurea stoebe</i> subsp. <i>micranthos</i>)
Common Reed (<i>Phragmites australis</i>)	Japanese-Knotweed (<i>Reynoutria japonica</i>)	Tall Goldenrod (<i>Solidago altissima</i>)
Crack Willow (<i>Salix fragilis</i>)	Japanese Stilt Grass (<i>Microstegium vimineum</i>)	Teasel (<i>Dipsacus</i> spp.)
Creeping-Jenny (<i>Lysimachia nummularia</i>)	Jetbead (<i>Rhodotypos scandens</i>)	Twinsisters (<i>Lonicera tatarica</i>)
Crownvetch (<i>Securigera varia</i>)	Leafy Spurge (<i>Euphorbia esula</i>)	Watercress

		(<i>Nasturtium officinale</i>)
Curly Pondweed (<i>Potamogeton crispus</i>)	Littleleaf Linden (<i>Tilia cordata</i>)	Wild Parsnip (<i>Pastinaca sativa</i>)
Eurasian-Buttercup (<i>Ficaria verna</i>)	Morrow's Honeysuckle (<i>Lonicera morrowii</i>)	Yellow Sweet-Clover (<i>Melilotus officinalis</i>)

Herbicide Application Performance Standards

To successfully complete the required weed control event, 90% kill of target species shall be achieved per each event. If less than 90% of the target species are not killed, the CONTRACTOR shall make another visit within the window in order to achieve the 90% kill at no additional cost to OWNER. In addition, CONTRACTOR shall meet all performance standards provided in PERFORMANCE STANDARDS special provisions.

Prescribed Burning

Description. Prescribed burning shall include, but is not limited to, execution of the burns, burn break preparation, mop up, preparation of burn plans, obtaining appropriate permits and approvals, and notifying appropriate parties as required. The CONTRACTOR shall obtain all the required burn permits from the Illinois Environmental Protection Agency, County, City and local fire department and prepare all necessary documents required for the permits.

Prescribed burns can be utilized to remove vegetation to improve seed soil contact prior to seeding and also manage the vegetation post-seeding in an effort to achieve performance standards. Native areas shall not be burned within the first two years of establishment unless directed by the OWNER/ENGINEER.

Permit Requirements. The Contractor shall secure an IEPA Open Burning Permit for the prescribed fire. Any other required permits are also the responsibility of the Contractor. Notification of Fire Department and Law Enforcement Agencies are the responsibility of the Contractor.

Notification. Contractor shall be responsible for notifying all neighboring contacts associated with the prescribed burn.

General Conditions for Prescribed Burning. Burns in most cases, shall not be started prior to 10:00 am and must be substantially extinguished by 4:00 pm. The Owner shall have the final say for approving burn plans, proceeding or canceling, including while in progress, any prescribed burns along with designating areas or hazards that may need complete mop-up. The goal of mop-up shall be to avoid adverse conditions affecting roadways and or adjacent neighbors by discontinuing smoke generated by the burn unit and assuring further ignition shall not recur. The degree of mop-up may be influenced by current or anticipated weather conditions, and may be directed by the Owner as needed per site. The Contractor shall submit a burn plan using the Owner forms and format. It shall be the Contractor's responsibility to follow the protocol on this form and make all contacts. The National

Oceanic Atmospheric Administration (NOAA) shall be used as the official weather data source.

Ignition and Prescribed Burning may commence only upon the notification and approval of the Owner. Open burning is prohibited on orange or worse “Air Quality Index” (AQI) or “Air Pollution Alert” days. PRESCRIBED BURNING may be ignited when prevailing winds are between 5 and 25 mph and Relative Humidity is 35% or greater. Ignition and burning may only occur under conditions other than those described above at the discretion of the Owner.

At no time shall the PRESCRIBED BURNING produce adverse effects, including, but not limited to smoke, fire, or heat impacts on structures, property, roadways, trails, the public, neighbors, or aeronautics.

Methods. All PRESCRIBED BURNING shall be conducted in accordance with the Owner Land Management Guidelines. All fire breaks shall be constructed using hand or power tools, or other equipment deemed necessary and appropriate as approved by the Owner or Engineer.

Contractor shall prepare all fire control lines needed. All prescribed burn site preparation shall be done in a manner that minimizes damage to native vegetation and soils. Natural fire breaks, wet lines, or Class A foam is the preferred method. Except as needed for emergency fire containment, scraped fire breaks shall not be used. Contractor shall establish firebreaks and/or wet lines as appropriate to protect structures, standing snags, and nest boxes. If nest boxes are removed prior to burning, they shall be reinstalled after completion of the burn.

Submittal Requirements. Copies of the permits and all documents submitted to secure burn permits are to be provided to the Owner are to include 1) a detailed site plan indicating the exact area of the burn, all adjacent property boundaries, all structures and uses within 50 feet of the boundaries of the burn area, and the location of natural and planned fire breaks and 2) the name and qualifications of the burn leader. The burn plan shall require approval of the Owner prior to ignition. The Contractor shall also keep a log of all notifications to the required Fire Departments and Law Enforcement Agencies, unless otherwise specified by the Engineer.

Training

All personnel working on the prescribed burn for the contractor shall have successfully completed the National Wildlife Coordinating Group S/130 and S/190 training course or the Chicago Wilderness Midwest Ecological Prescription Burn Crew Member training course. Each prescribed burn shall require a Burn Boss. The Burn Boss at minimum shall have a valid Illinois Certified Prescribed Burn Manager Certificate issued by the IDNR and successfully completed NWCG S290 training. Copies of all permits, all documents submitted to secure burn permits including the burn plan, the names of the burn boss and burn crew members including experience and qualifications, and a site exhibit showing the exact area of the scheduled burn are to be provided to the OWNER prior to each burn.

Performance Standard and Post-Burn Inspection

A successful prescribed burn will be determined by the OWNER, if 75% of the available fuel is consumed. Follow-up burning on a different day to reignite unburned areas or to remove remaining debris may be required to achieve a successful burn at no additional cost to OWNER.

Basis of Payment

This work shall be paid per LUMP-SUM for ECOLOGICAL MAINTENANCE (1-YEAR). The unit price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans. For partial payment of lump sum amount during the year, CONTRACTOR shall provide summary memo with invoice to document that management work effort performed during the invoicing period appropriately reflects invoice amount.

SP 1.40 PERFORMANCE STANDARDS

Performance standards are established for native seeding areas in order to evaluate overall success, measure CONTRACTOR compliance with the approved plans and specifications. It is the CONTRACTOR'S responsibility to achieve the performance standards below at the end of the growing season of the management and monitoring year specified. If performance standards are not achieved, CONTRACTOR shall be responsible for rectifying any deficiencies through additional site management activities, which may include re-planting and re-seeding, at the sole expense of CONTRACTOR.

Requisite Performance Standards

1. A temporary cover crop must be planted immediately upon completion of any earthwork in order to prevent soil erosion. Erosion control blanket or other soil erosion and sediment control measures may be necessary depending on site conditions and season of planting. Soil erosion and sediment control measures must be in place before, during and after construction work. Within three months, at least 90% of this area, as measured by areal coverage, will be vegetated. If the designed long-term vegetation is not planted with the temporary cover crop, it must be planted in the first available growing season appropriate for each plant community. All cover crop species must be non-persistent and non-allopathic or native.
2. These areas shall not contain any rills greater than 3 inches wide and 3 inches deep at any time throughout the duration of this contract.

Native Seeding Zone Standards

The following standards are proposed for all native Seeding Areas.

All Standards need to be achieved after Year 1, of the 1-year management and monitoring period, and documented in the Year 1 report.

1. Relative areal cover

1-yr: \geq 50% relative areal cover by Native, Non-Invasive Species and $<$ 50% relative areal cover by Invasive and/or Non-native Species. Aerial cover of seeded cover crop species may be omitted from overall Native Cover.

2. Species richness

1-yr: \geq 15 Native, Non-Invasive Species.

3. Maximum allowance for unvegetated areas

Final: No unvegetated areas $>$ 25ft². All unvegetated areas shall be identified re-seeded with the appropriate native seed mixes identified in the plans.

4. Floristic quality assessment (FQA)

Final: Mean C value (all species) \geq 2 and FQI value (all species) \geq 10.0.

Basis of Payment

No separate payment shall be made for PERFORMANCE STANDARDS. Compensation for PERFORMANCE STANDARDS shall be incorporated into the price for ECOLOGICAL MAINTENANCE (1 YR).

SP 1.41 CART TUNNEL ABANDONMENTS

DESCRIPTION

This work shall consist of all labor, equipment and materials required to fill the existing cart tunnels under Dominion Drive at the locations shown on the plans.

CONSTRUCTION REQUIREMENTS

This work will include shoring both ends of the tunnel and backfilling the existing tunnels with controlled low-strength material (CLSM) in accordance applicable portions of Section 593 of the Standard Specifications. In addition the CONTRACTOR will remove the north and south side headwalls and wing walls, backfilling to match the existing slope.

The CONTRACTOR shall also use suitable fill taken from the construction of the parking lot or golf course to fill the center median area after the tunnels have been filled. The CONTRACTOR shall ensure that the fill is compacted suitably and the finished grade matches what is shown on the plans. The CONTRACTOR shall coordinate the installation of the drainage items shown on the plans and paid for separately.

RESTORATION

This work shall consist of preparing the ground surface, furnishing and placing topsoil to a 6 inch minimum depth, fertilizing the areas to be seeded as specified, furnishing and placing the seed and providing and installing erosion control blanket. All work shall be performed in accordance with the applicable requirements of Sections 211, 250 and 251 of the IDOT Standard Specifications. All grass areas that are disturbed due to the work specified and appurtenant construction as approved by the ENGINEER shall be restored by seeding.

Seed within the Dominion Drive median between the two tunnels, as well as any areas within 10 feet of the Addison Road right-of-way shall be Class 2A Salt Tolerant Roadside Mixture meet the requirements of Section 250. The erosion control blanket shall be constructed in accordance with Section 251 of the Standard Specifications.

The OWNER reserves the right to postpone placement of the seed if weather conditions are found to be unsuitable for effectively growing the seed. The CONTRACTOR will be responsible to keep all weeds and/or other vegetation under eight inches (8") in height. Weed control will not be paid for separately, but shall be incidental to restoration.

BASIS OF PAYMENT

This work shall be paid for as part of the following pay items: EARTH EXCAVATION - PARKING LOT, TOPSOIL EXCAVATION AND PLACEMENT – PARKING LOT, CONTROLLED LOW-STRENGTH MATERIAL, EROSION CONTROL BLANKET, and SEEDING, CLASS 2A. Drainage items shall be paid for as described in the specifications for the pay items shown on the plans.

SP 1.42 MISCELLANEOUS ITEMS ORDERED BY PROEJCT REPRESENTATIVE

DESCRIPTION

This pay item has been included in the Bid Form as a contingency to cover the costs of unanticipated items of Work not included in the plans that may become necessary during the course of construction.

PRIOR APPROVAL BY PROJECT REPRESENTATIVE NEEDED

The Contractor must obtain prior written authorization from the Project Representative before undertaking any items of Work not shown in the plans that will result in a cost increase to the owner. All Bidders will be required to submit a mandatory lump sum bid of \$500,000 for MISCELLANEOUS ITEMS ORDERED BY PROJECT REPRESENTATIVE.

METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

If it is determined by the Project Representative that additional items of Work, not covered by the plans or specifications, are necessary to complete the project, the Contractor and Project Representative will negotiate a fair and reasonable price for said work, as well as the method of measurement and payment. The Project Representative does not have the authority to approve additional costs to the contract amount that exceeds \$500,000. Any necessary additional work

that exceeds \$500,000 will need to be authorized first by a formal change order, to be approved by the owner, prior to implementation by the contractor. The item will be paid for as directed by the Project Representative and, if unused, will be credited back to the Owner.

SP 1.43 PERFORMANCE AND PAYMENT BONDS

GENERAL

This work shall conform to Sub-Section 2.C: Award and Execution of Contract (Requirement of Contract Bonds and Construction Performance & Construction Payment Bond) of the Section 2: General Conditions of these Specifications, with respect to the Owner's requirements for Construction Performance and Construction Payment Bonds.

BOND FORMS

The Contractor shall be required to furnish Bonds of the forms shown in Section 5: Sample Documents of the Specifications. Specifically, the type of Construction Performance Bond furnished shall be EJCDC C-610 and the type of Construction Payment Bond shall be EJCDC C-615.

SUBMITTALS

Within 15 days after receiving written Notice of Award from the Owner, the Contractor shall deliver the above described Construction Performance and Construction Payment Bonds to the Project Manager. The Bond forms must be properly signed, sealed, and accompanied by a notarized Power of Attorney Statement, which certifies that the signatory for the Surety company is authorized to sign the Bond forms.

METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

After the Bonds are reviewed and accepted by the Owner, the Contractor shall be allowed to submit a payment application for the full amount of the bid items for PERFORMANCE AND PAYMENT BONDS. This work shall be paid for at the contract lump sum price for PERFORMANCE AND PAYMENT BONDS.