



ADDENDUM NUMBER 1

Pickerill-Pigott Forest Preserve: Public Access Phase 1 OSLAD – Kendall County Forest Preserve District #737

DATE: February 20, 2020

TO: ALL KNOWN BID DOCUMENT RECIPIENTS

VIA EMAIL – Two (2) pages and attachments as described below

The following changes or clarifications for the above referenced bid shall be made part of the bidding documents and a copy of this addendum – all pages – shall be submitted attached to the Bid Proposal Form.

1. Updated specification sections attached

- a. 00 0110 - Table of Contents
- b. 00 1000 - General Conditions
- c. 00 2113 - Instructions to Bidders
- d. 00 2200 - Agreement
- e. 01 7700 - Project Closeout

2. Clarifications

- a. Alternate Bid Item #A3-1: Asphalt shall be referred to as SY instead of CY.
- b. Specification 13 3400 Prefabricated Restroom Building, Section 2.2 and 2.3: Replace “Double Rocky Mountain” model with “Tioga”
- c. Sheet 2.2: Contractor may reuse removed gravel on site as structural fill as long as it meets specification by being free of organic matter and/or soil.
- d. Sheet 2.3 and 2.4: The existing gravel drive going East is to remain as identified. 3” topdressing of existing trail shall be 8’ wide per plans and shall be centered on existing drive where existing drive is wider. No removals shall take place in these areas.
- e. Sheets 4.0 - 4.4: Lawn restoration includes topsoil, seed, and blanket at all areas disturbed due to construction.
- f. The cost of soil sampling and analysis to comply with Clean Construction or Demolition Debris (CCDD) requirements per Illinois Public Act 96-1416 and the Environmental Protection Agency shall be incidental. The Owner will not provide an LPC-663 form.
- g. There is no additional tree removal allowance. Tree removals are listed in the plans. Any brush or trees less than 6” diameter and within the construction limits are to be removed and incidental to the contract. Refer to standard IDOT specification.
- h. Any trees that need to be trimmed for construction activities are incidental and must meet International Society of Arboriculture (ISA) tree pruning standards. During construction, all trimming needs to be pre-approved by the Owner’s Representative.



- i. The contractor is responsible for proof roll compaction inspections and coordination with the Owner's Representative. Additional testing will be provided by Owner at their sole discretion.
- j. Access to the site and existing buildings will need to remain open to Forest Preserve District staff during construction. The site is not open to the public.
- k. Temporary fence is not required around work areas. It is up to the contractor to determine where fence is needed for work site safety and is incidental to contract cost.
- l. There are no minority firm, minority worker or local worker requirements for this project, however minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction.

3. Pre-Bid Meeting Sign In Sheet Attached

4. Important Dates

- a. Bid Open: February 27, 2020 at 2pm
- b. Notice to Proceed: March 2020
- c. Completion Date: October 15, 2020

End of Addendum.

SECTION 00 0110
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ITEM

Legal Notice

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Section 00 2113 – Instructions to Bidders

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Section 01 2100 – Site Preparation

Section 01 5713 – Erosion Control

Section 01 7300 – Execution Requirements

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Section 07 3100 – Roofing

Section 09 9623 – Anti Graffiti Coating

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Section 12 9353 – Shelter

Section 13 3400 – Pre-Fabricated Restroom Building

Section 32 1216 – Asphalt Paving

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Section 32 1540 – Crushed Stone Surfacing

Section 32 2577 – Painted Pavement Markings

Section 32 9219 – Lawn Seeding

Section 33 4616 – Underdrainage

Example Agreement

Appendix: Geotechnical Investigation Report, Soil Borings

PROPOSAL – Separate Sheets

Bid Proposal Form

Contractor References

Substance Abuse Prevention on Public Works Projects Act

Contractor Compliance Attachment

DRAWINGS – Separate Sheets

Drawing set title: Pickerill-Pigott Forest Preserve: Public Access Phase 1 OSLAD
Development

END OF SECTION

SECTION 00 1000
GENERAL CONDITIONS

1.0 TERMS

- 1.1 "Owner" shall refer to the Kendall County Forest Preserve District. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents.
- 1.2 "Upland Design Ltd." shall refer to the firm that prepared construction documents.
- 1.3 "Owner's Representative" shall refer to the Executive Director of the Kendall County Forest Preserve District or Upland Design Ltd., or their designated representative.
- 1.4 "Contract Documents" refer to the specifications, plans/drawings, addenda, if any, and change orders, if any, that are labeled with the same project title and Owner name that is in the Legal Notice within this specification. See Table of Contents for a listing that is complete at the time of initial contract document publication.
- 1.5 "Project Site" refers to the Owner's property within the construction limits that are shown and/or defined within the Contract Documents.
- 1.6 "Substantial Completion" is the date when construction is sufficiently completed, in accordance with the contract as modified by any change order agreed to by the parties, so that the Owner can occupy the project for the use for which it was intended. Incomplete items may remain that prevent the Owner from making a full payout at the date of substantial completion.

2.0 LAWS AND PERMITS:

- 2.1 Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner or Upland Design Ltd. to liability. Contractor shall perform all work and use only those materials conforming to county, state and federal codes regarding health, safety and welfare. The Owner and Upland Design Ltd. shall not be held responsible for failure of work or materials that do not conform to codes.
- 2.2 In instances where the contract documents require the Contractor to obtain permits and/or licenses, the Contractor shall pay charges and fees and give notices necessary and incident to the due and lawful execution of the work.

3.0 INTENT OF CONTRACT DOCUMENTS:

- 3.1 The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment and incidentals necessary to complete the work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

4.0 PLAN & SPECIFICATION DIMENSIONS:

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Owner's Representative for a final decision or interpretation.

5.0 ERRORS AND DISCREPANCIES

- 5.1 If the Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify Upland Design Ltd. and Owner immediately. Upland Design Ltd. shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Contractor's risk and at Contractor's sole expense. Upland Design Ltd. reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.
- 5.2 When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. Neither the Owner nor Upland Design Ltd. shall be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

6.0 SUBSTITUTIONS

- 6.1 Each bid or proposal shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from Upland Design Ltd. following Owner direction shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.
- 6.2 Requests for substitutions shall be made no less than five (5) work days (Monday-Friday) prior to bid opening date to Upland Design Ltd. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by Owner shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

7.0 CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

- 7.1 Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance of **beginning** the work, and shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance by phone when site visits are needed to determine general compliance with the contract documents for items such as: layout staking, grading, drainage, and other major items of

construction.

- 7.2 All work and materials shall be open to the inspection of the Owner and Upland Design, Ltd. at all times. The Contractor shall also furnish upon request of Owner or Owner's Representative at his expense, a person or persons familiar with the project to review work on site and discuss any matters about the work or Contract when given 48 hours notice for such a meeting or whenever Contractor's staff is present at the site. Upon request, copies of material delivery tickets shall be furnished to Owner.

8.0 SUBCONTRACTORS AND SUPPLIERS

- 8.1 Contractor shall provide a list of Subcontractors and suppliers as part of the proposal form. Any changes to the list must have the approval of the Owner's Representative prior to commencing the work. When any Subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such Subcontractor or supplier upon written notice by Owner's Representative. Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. The Contractor shall not let or transfer this contract or any part thereof without the written consent of the Owner. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

9.0 OWNER' S RIGHT TO DO WORK:

- 9.1 The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the Contractor's work with other work.

10.0 RIGHT TO SUSPEND WORK:

- 10.1 The Owner will notify Contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary by the Owner, in its sole discretion. Work may be suspended for conditions unsuitable for the execution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation (including mobilization) shall be paid to Contractor because of such suspension.

11.0 ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

- 11.1 The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.
- 11.2 Alterations, extensions and deductions shall be authorized by a written change order issued by the Owner and signed by Contractor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension or reduction in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.
- 11.3 All change orders requires approval by the Board of Commissioners of the Kendall

County Forest Preserve District.

- 11.4 In the case of work specified by the Owner or Upland Design Ltd. to be completed by the Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Values in the bid proposal, the Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.
- 11.5 The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than forty-nine percent (49%).

12.0 INDEPENDENT CONTRACTOR RELATIONSHIP:

- 12.1 It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Owner and/or Kendall County, Illinois. Owner understands and agrees that Owner is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Contract. Owner further understands and agrees that Owner is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Owner's officers, employees and/or agents who perform services as set forth in the Contract. Owner also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Owner, Owner's officers, employees and agents and agrees that Owner and Kendall County, Illinois are not responsible for providing any insurance coverage for the benefit of Owner, Owner's officers, employees and agents. Owner hereby agrees to defend with counsel of Owner's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Owner, Kendall County, Illinois and their respective past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Owner, its officers, employees and/or agents may sustain while performing services under the Contract.
- 12.2 Owner, at any time, for any reason and in Owner's sole discretion, may require Contractor and/or Contractor's consultants and/or subcontractors to remove any individual from performing any further work under this Contract. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Owner may suspend the work.

13.0 USE OF SITE

- 13.1 Contractor shall confine equipment, material storage and workmen operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:

A. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when

necessary in performing the work.

- B. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
- C. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes an obstacle to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or man-made drainage ways.
- D. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved by Owner prior to construction.
- E. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.
- F. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's Representative's approval. Parking is prohibited under the dripline of trees to be saved.
- G. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval of Owner's Representative. Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense.

14.0 WORK SITE SAFETY:

- 14.1 Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. The Contractor is responsible for protecting the public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.
- 14.2 Whenever public or private property is damaged in whole or in part by Contractor, its employees, subcontractors and/or agents, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Any damage to the Owner's property, that was caused in whole or in part by Contractor, its employees, subcontractors, and/or agents may be repaired by the Owner, in Owner's sole discretion, and either deducted from the payment owed to the Contractor or billed to the Contractor, at Owner's sole discretion.
- 14.3 Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at the Contractor's expense shall replace existing property corners disturbed or lost during construction. When the

site is opened for usage after final acceptance, damage to the work shall not be due to the Contractor's fault or negligence.

14.4 Contractor shall have no claim against the Owner or Upland Design Ltd. because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.

14.5 Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures.

15.0 LABOR, EQUIPMENT AND METHODS:

15.1 Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in the quality and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

15.2 Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work.

16.0 INSPECTION AND TESTING:

16.1 Materials and application rates to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner's Representative. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, the Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

17.0 SUBMITTALS:

17.1 Contractor shall submit to Owner's Representative required shop drawings (three sets each – or number indicated in Section 01 1300 SUBMITTALS when included), product data and samples concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Owner. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.

17.2 Unless otherwise specified, products and materials are to be new and of best quality. Materials, and products or work having a well known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers and Tradesmen.

18.0 REMOVAL OF DEFECTIVE WORK

- 18.1 The Owner's Representative may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment. No increase will be made in payment or in contract time as a result of work required for corrective actions. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site in a timely manner, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.
- 18.2 Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner or Upland Design Ltd waives the right to later complain about defective materials or workmanship even after final acceptance.
- 18.3 When questioned work is found to be defective due to fault of Contractor, Subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction.

19.0 COMPLETION DATE:

- 19.1 Contractor warrants that the commencement and completion dates specified in the Instruction to Bidders is reasonable time for completion of the work for the Contract price taking into consideration natural and man-made conditions that may affect the work.

20.0 CLEANING UP:

- 20.1 Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. When Contractor fails to do so within 5 calendar days of a written request by the Owner's Representative, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.
- 20.2 Soil (mud) on adjacent sidewalks and roadways as well as dust shall be kept to a minimum during construction.

21.0 PAYMENT:

- 21.1 Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to the Owner for approval in duplicate on AIA Documents G702 and G703, application and Certificate for Payment. The estimate shall be a sworn statement of work completed to date, shall list each item completed with reference to the bid proposal item number and quantity, and include waiver of liens as specified in the Instructions to Bidders. The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the Work.

- 21.2 Per (815 ILCS 603/20 new) Sec. 20. The Owner may retain up to 10% of any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract may be held as retainage
- 21.3 Upland Design Ltd and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractor's completion of all punch list work, Owner's Representative shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee (or when included, as stated in Section 01 7700 PROJECT CLOSEOUT).
- 21.4 Upon written final acceptance, the Contractor shall submit final waivers of lien, and a final request for payment, including retained monies. Final payment shall be made to the Contractor within sixty (60) days after receipt of the above items. Contractor may request a reduction of the percentage of retainage during the one hundred twenty-day period and a payment of a portion of the retainage may be made at the Owner's discretion.

22.0 INDEMNIFICATION:

- 22.1 Contractor shall protect, defend, indemnify and hold harmless, the Owner and Upland Design Ltd, their officers, employees, and agents, from and against all claims, actions, suits, judgments, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising out of:
- A. Contractor's performance of, or failure to perform, the work in accordance with the terms of the Contract.
 - B. Infringement (actual or claimed) on patents, copyrights or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
 - C. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of property, including the loss of use thereof;
 - 1. caused in whole or in part by any act, error or omissions by Contractor, Subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder;
 - or
 - 2. arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks and property adjacent thereto;
 - or
 - 3. arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.
 - D. Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal

injury claims suffered by its own employees, asserted by persons allegedly injured on this project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of the Worker's Compensation Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner, Kendall County, Illinois and their respective past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

23.0 NON-DISCRIMINATION PROVISIONS:

23.1 Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled 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.

24.0 OWNERSHIP OF PLANS, SPECIFICATIONS:

24.1 All Plans and Specifications and copies thereof furnished by or purchased are property of Upland Design Ltd. and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion to Upland Design Ltd.

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the KENDALL COUNTY FOREST PRESERVE and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Contract Documents shall refer to addenda when issued, specifications and plan drawings.

1. PLANS AND SPECIFICATIONS

Plans and specifications may be online beginning February 6th, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025. The Pickerill-Pigott Forest Preserve will be open for bidder inspection on February 18th 2020, from 8:30 am to 4:30 pm for site visits. A non-mandatory pre-bid meeting and site visit will take place at Pickerill-Pigott Forest Preserve at 10:30 am on February 18th, 2020.

All inquiries, outside of the bidder inspection, that concern the bid request shall be submitted in writing to the Owner via email to dguritz@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the agreement. Questions will not be responded to by oral clarification. Failure to request clarification will not waive bidder's responsibility to comprehend the plans and specifications and perform the work in accordance with the intent of the plans and specifications.

2. PROPOSAL FORM

Bidders shall submit the proposal form provided which shall be filled out completely and addressed as follows:

Pickerill-Pigott Forest Preserve: Public Access
Phase 1 OSLAD Development
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560

All information requested on the bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict. On the outside of the bid envelope, each sealed bid shall also contain the notation "**SEALED BID**" along with the following information:

- A) Pickerill-Pigott Forest Preserve: Public Access, Phase 1 OSLAD Development
- B) Bidder's company name, and
- C) Date and time of bid

Bids for the project shall be received on or before the published date and time at which time they will be opened and read publicly. Bids received at the above address after the deadline will be marked "Late" and will be returned to the bidder unopened. It is the bidder's responsibility to ensure that the bid submission is received prior to the stated deadline no matter what method is used to submit the bid.

3. ACCEPTANCE OR REJECTION OF BID

The Owner will accept or reject bids within sixty (60) days after analysis of the proposals, and reserves the right to accept or reject any or all bids; to restart the bidding process at any time after rejection of all bids; to combine or separate any section of work; to waive any minor informality or irregularity in the bids received; and/or to add or delete items in the bid if it is in the best interest of the Owner.

4. BIDDER EXPERIENCE

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and have a minimum of five (5) years experience in similar work, and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the bid proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

5. EXAMINATION OF SITE AND DRAWINGS

See included Section 00 0110 Table of Contents for a complete list of specifications and drawings.

Before submitting a proposal, bidders shall carefully examine all of the above-referenced documents, the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. By submitting a bid, the bidder warrants that he/ she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings.

6. BID SURETY

A bid surety in an amount equal to ten percent (10%) of the total bid price shall accompany each sealed bid. The surety can be in the form of a bid bond or certified check and should be made payable to the Owner. The bid surety of all bidders, except the successful Contractor(s), shall be returned within ten (10) days after the Owner's decision to accept and/or reject bids. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance. The bidder shall pay all premiums and costs associated with this bid surety.

7. PERFORMANCE BOND

Within ten (10) days after the award of contract, the successful Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond, each equal to 100% of the contract and all obligations arising from it. Bonds shall be provided on the AIA-312 Form or another similar form which is acceptable to the Owner, and shall become part of the contract. The failure of the successful bidder to enter into contract and supply the required bonds within ten (10) days of award of contract, or within such extended period as the Owner may grant, shall constitute default, and the Owner may either award the contract to the next responsible bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a subsequent contract is executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee. Contractor shall pay all premiums and costs of this bond.

8. ASSIGNMENT AND SUBCONTRACTORS

The Contractor shall not assign any part of this contract, or award any work under this contract to any subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

9. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1185) or insurance Services Office form no. GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Board Form Comprehensive General Liability or the most recent revision.
2. **Please note Endorsement CG 21 34 11 88, CG 21 39 11 88 or other such policy provision or endorsement which limits contractual liability shall be deleted in its entirety.**
3. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
4. Workers' Compensation insurance as required by statute and Employers Liability insurance.
5. Manufacturers, Owners and Contractors liability insurance.
6. Coverage for collapse, explosion, and excavation and trenching done with power equipment or by hand.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project using the endorsement CG 25 03 11 85 or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverage's for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.
4. Umbrella or Excess Liability: In addition, contractor shall provide umbrella or excess liability insurance providing in excess of the underlying General Liability, Automobile Liability and Employers' Liability insurance above, with the following minimum limits of \$5,000,000 per Each Occurrence and \$5,000,000 per Annual Aggregate (where applicable in the underlying) Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying General Liability, Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. Regarding General Liability and Automobile Liability Coverages,
 - a. The Owner, Upland Design, Ltd., their officers, officials, employees, volunteers, and Upland Design Ltd's subconsultants are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the Owner, its officers, officials, employees, volunteers, or agents.
 - b. The Contractor's insurance coverage shall be primary insurance as respect to the Owner, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage to the Owner, its officers, officials, employees, volunteers, or agents.

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the Owner.

3. All Coverage's

- a. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

F. Verification of Coverage. Contractor shall furnish the Owner with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

H. An endorsement containing the following: "Solely as respects to work done by and on behalf of the named insured for the Owner, it is agreed that the Owner and Upland Design, Ltd., are added as additional insured under this policy."

10. NON-DISCRIMINATION PROVISIONS

Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled 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.

11. PREVAILING WAGE

A. PREVAILING WAGE ACT

This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. The Contractor shall comply with the Prevailing Wage Law of the State of Illinois. No less than the prevailing rate of wages as found by the Owner for the County in which the project takes place, or Department of Labor, or determined by the court of review, shall be paid to all laborers, workers and mechanics performing work under this contract. Contractor's bonds shall include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by this contract.

The Owner is a public body that is subject to the Prevailing Wage Act, 820 ILCS 130/.01 et seq. Contractor shall comply at all times with the provisions of the Illinois Prevailing Wage Act. Failure of Contractor to comply with the Illinois Prevailing Wage Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Illinois Prevailing Wage Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work. Contractor shall allow the Owner access to these records for inspection purposes at any reasonable hour and upon reasonable notice.

When the Illinois Department of Labor revises the prevailing rate of wages these revised rates shall apply to the Contract. In case of underpayment of the Prevailing Wage, a penalty of 20% of the underpayment shall be assessed against Contractor, payable to the Illinois Department of Labor. Underpayment that has not been repaid to a worker within 30 days of violation is subject to an additional 2% of the underpayment as a punitive damage assessment, payable to the worker.

B. CERTIFIED PAYROLL

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to 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) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’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.

12. EMPLOYMENT OF ILLINOIS WORKERS:

The Owner is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act. If the project receives State funds or funds administered by the State Illinois, and if at the time the contract is executed, or if during the term of the contract, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, the Contractor, its consultants, contractors, subcontractors, and agents agree to employ laborers on this project in accordance with the Employment of Illinois Workers on Public Works Act, and any rules or regulations promulgated by the State of Illinois with regard to the Employment of Illinois Workers on Public Works Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

13. DRUG FREE WORKPLACE ACT

Contractor and its consultants, employees, contractors, subcontractors and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et. seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.”

14. PAYMENT

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

15. LIQUIDATED DAMAGES

The Contractor shall commence the work with authorization from the Owner pending delivery and shall be completed by October 15, 2020. In the event the Owner and Contractor cannot agree that the entire project work is substantially completed by **October 15, 2020 (seeding shall be complete, but lawn does not have to be filled in)**, then, in addition to any remedies available to the Owner, the Contractor shall pay to the Owner the sum of one percent (1%) of the total contract amount per day for each day beyond the completion date until substantial completion of the work has been achieved. Please note that lawn seeding shall be complete by **October 15, 2020**, but that full germination shall not be required. The Contractor will continue work to ensure healthy lawn and prairie/rain garden are established until completion and acceptance by Owner of these items. This payment is for the liquidated damages, in addition to any other damages that may be incurred the Owner, and not as a penalty. All such liquidated damages may set off against any monies that may be due the Contractor. When substantial completion is met, a punch list will be developed by Upland Design Ltd. Fifteen calendar days after the punch list is delivered, all items shall be complete. If any items remain to be complete after fifteen calendar days the Contractor shall pay the sum of one percent (1%) of the total contract amount per day beyond until final completion of the work has been achieved.

16. GUARANTEE

Contractor must comply with project closeout terms, refer to section 01 7700 – Project Closeout

END OF SECTION

AGREEMENT
Kendall County Forest Preserve District
Pickerill Piggot Forest Preserve: Public Access Phase I OSLAD Development

THIS AGREEMENT is made this ___day of _____, 2020, by and between _____. hereinafter called the "Contractor" and Kendall County Forest Preserve District hereinafter called the "Owner".

Witness that the Contractor and Owner, for the consideration stated herein, agree as follows:

Incorporation: This Agreement includes and incorporates by reference herein all terms and conditions set forth in the following documents:

- 1) The Contract Documents dated February 6, 2020, as amended
- 2) Bid Proposal and Contract Compliance submitted by the Contractor and opened February 27, 2020 at 10AM
- 3) Contractor bonds and proof of insurance as stipulated in the Contract Documents ; and
- 4) All other official attachments, or addenda that are attached

All of the above-referenced documents are hereinafter collectively referred to as "Agreement". In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedent shall be: first this Agreement, then the Invitation for Bid, as amended, then the General Conditions, as amended, then the Plans and Specifications per hierarchy in the plan notes for Pickerill-Pigott Forest Preserve: Public Access Phase I OSLAD Development, then Bid Proposal and Contract Compliance, then Contractor bonds and proof of insurance and then all other official attachments or addenda .

- I. Contractor shall furnish all the materials, equipment, superintendence, labor, transportation, and shall construct and finish in a workmanlike manner to the satisfaction and acceptance of Upland Design Ltd, hereinafter called the Landscape Architect, and the Owner, and perform this Agreement in accordance with the Contract Documents and all applicable laws, codes, regulations and other requirements, including, but not limited to, safety standards.

Contractor shall include Alternate Items as follows:

- II. The Owner shall pay the Contractor for performance of this Agreement, subject to the additions and deductions as provided in the Contract Documents, the amount of \$_____, (_____). The Contractor shall complete the above listed projects by _____ or be subject to the liquidated damages terms described in the Specifications.
- III. Whenever the Contractor prosecutes or fails to prosecute their work in such manner as to hinder or delay the completion of the work, the Owner may, after seven (7) days written notice to the Contractor within such period, order such work as is necessary to be done by another contractor or contractors not necessarily holding a contract for such work on the project. In such event, the Owner may charge the Contractor for such work as may be performed. Nothing in this paragraph shall be deemed to be waiver of any other remedies, which may be available to the Owner in the event of default surrender.
- IV. Certification. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- V. Conflict of Interest: Both parties affirm that no officer or elected official of the Owner has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any officer or elected official of the Owner does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- VI. Prevailing Wage. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors

rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements, certified payroll, and notice and record keeping duties

- VII. Drug Free Workplace. Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- VIII. Public Construction Bond. As the total cost of the public work to be performed by Contractor pursuant to this Agreement exceeds \$50,000.00, Contractor must furnish, supply and deliver a payment bond in the amount of \$_____ to the Owner pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
- IX. Employment of Illinois Workers on Public Works Act. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Illinois Workers Act"), the Contractor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this project in accordance with the Illinois Workers Act. The Contractor understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. The Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- X. Material Safety Data Sheets: When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.
- XI. Compliance With State and Federal Laws. Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- XII. Force Majeure. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the

intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

XIII. **Waiver of Lien.** Contractor hereby waives any claim of lien against the Owner’s premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and subcontractors. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to the Owner a final waiver of lien for all subcontractors and suppliers.

XIV. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Owner is required to use the services of an attorney, then Owner shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by Owner pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

XV. **Notice.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Owner, Attention: _____ [INSERT NOTICE PERSON AND ADDRESS], _____, fax _____ with copy sent to: Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to:_____.

XVI. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

XVII. **Authority To Execute Agreement.** Owner and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

XVIII. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between

them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

- XIX. Waiver. Owner and/or the Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- XX. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- XXI. Entire Agreement. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

IN WITNESS THEREOF, This Agreement has been duly made by the parties on the day and year first above written and signed this day _____ of _____, 2020.

Kendall County Forest Preserve District

(OWNER)
110 W. MADISON STREET
YORKVILLE, IL 60560

(Contractor)
Address
Address

(Signature)

(Signature)

(Title)

(Title)

ATTESTED BY:

ATTESTED BY:

(Signature)

(Signature)

(Title)

(Title)

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

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

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

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

3.0 PUNCH LIST

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

4.0 MAINTENANCE AND OPERATION INSTRUCTION

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

5.0 GUARANTEES

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

END OF SECTION

Pickerill-Pigot Forest Preserve: Public Access - Phase I OSLAD Development

Pre-Bid : Sign-In Sheet

Kendall County Forest Preserve District
 Upland Design Ltd, Plainfield, IL 815-254-0091

2/18/2020

	NAME	COMPANY	PHONE #	EMAIL
1	Phil Gillispie	Conley	815-942-1905	pgillispie@conleyec.com
2	Mark Murphy	Conley	815-931-9674	mmurphy@conleyec.com
3	Pat Hogren	Kendall Exc	630-774-5101	Pat@KendallExcavating.com
4	Steve O'Connell	Baish	815-482-8991	soconnell@baishexcavating.com
5	Jordan Bond	Baish	815 557 1515	JBond@BaishExcavating.com
6	Andy Moore	D Construction	815-634-2555	a.moore@aconstruction.com
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