

PROJECT MANUAL

For

HOMETOWN PARK ASPHALT TRAIL EXTENSION FOX VALLEY PARK DISTRICT

**City of Aurora
Kane County, Illinois**

Bid Issue:

BIDS DUE: 10:00 A.M., FRIDAY, AUGUST 27, 2021



**ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, Illinois 60554-9595
630/466-6700**

Proposal Submitted By:

Name

Address

City

State

Zip

Phone Number

PROJECT MANUAL

for

**HOMETOWN PARK ASPHALT TRAIL EXTENSION
FOX VALLEY PARK DISTRICT**

City of Aurora
Kane County, Illinois

Bid Issue: August 12, 2021

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, Illinois 60554-9595
630/466-6700

PROJECT MANUAL
for
HOMETOWN PARK ASPHALT TRAIL EXTENSION
FOX VALLEY PARK DISTRICT

City of Aurora
Kane County, Illinois

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ADVERTISEMENT FOR BIDS

Title: Hometown Park Asphalt Trail Extension

Deadline: 8/27/2021 10:00 A.M. Central Time (US & Canada)

Status: Out for Bid

Solicitation Number: 08/12/2021-JK

Description: Sealed proposals for the Hometown Park Asphalt Trail Extension located between Serendipity Drive and Waterford Drive in Aurora, IL shall be received at the Cole Center - Oak Room, 101 West Illinois Avenue., Aurora, IL 60506 until 10:00 A.M., local time, Friday August 27th, 2021, and then at said office publicly opened and read aloud. Bids must be received in a sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid. There will be no pre-bid meeting. The project consists of a new 615-foot hot-mix asphalt trail from Serendipity Drive to Waterford Drive between Walnut Park Lane and Wild Flower Lane, and all other appurtenant work required to complete the project in accordance with the plans, specifications, and all other applicable standards. All prospective bidders must be registered with Vendor Registry in order to view Bid Documents. To register, go to the Fox Valley Park District's website at the following link. <http://www.foxvalleyparkdistrict.org/our-mission/bids-rfps-results/> Bid documents will be available beginning Thursday, August 12th, 2021, beginning at 11:00 a.m. (local time) on Vendor Registry. All addenda and associated Bid Document revisions shall be issued using Vendor Registry. The Fox Valley Park District shall not be responsible for information received or not received through any other source.

A certified check or bank draft, payable to the order of Fox Valley Park District negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the total Bid shall be submitted with each Bid. Following the award of the contract, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and

Material Payment Bond, and required proof of insurance. All contracts for work herein are subject to all District rules and regulations are subject to the Illinois Prevailing Wage Act (812 ILCS 130/1-12). Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Fox Valley Park District reserves the right to reject any or all bids, to waive bid formalities, and to accept the lowest responsible bid that serves the best interests of the District. Minority and women-owned businesses are encouraged to submit bids for this project. The successful contract bidder(s) are encouraged to utilize minority and women-owned businesses as sub-contractors for supplies, equipment, services, and construction.

Any Questions, Contact: John Kramer jkramer@fvpd.net 630-966-4526.

Bids may be held by Fox Valley Park District for a period not to exceed ninety (90) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

Fox Valley Park District is an equal opportunity employer.

August 12, 2021

By Fox Valley Park District

John Kramer
Director of Operations
Director of Park Operations

INFORMATION FOR BIDDERS

BIDS will be received by Fox Valley Park District, (herein called the "OWNER"), at Cole Center - Oak Room, 101 West Illinois Avenue, Aurora, IL 60506 until 10:00 AM, local time, Friday, August 27, 2021, and then at said office publicly opened and read aloud.

The WORK consists of the construction of new 615-foot hot-mix asphalt trail from Serendipity Drive to Waterford Drive between Walnut Park Lane and Wild Flower Lane.

Each BID must be submitted sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Hometown Park Asphalt Trail Extension and the envelope should bear on the outside the name of the BIDDER, his/her address, and his/her license number if applicable. If forwarded by mail, the sealed envelope containing the BIDS must be enclosed in another envelope addressed to the OWNER at 101 W Illinois Avenue, Aurora, IL 60506, and must be in the hands of the owner or the owner's representative at the time of bid opening.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be clearly filled in, in ink or typewritten. The BID form must be fully completed and executed when submitted. Numbers should be stated in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.

Each bid must give the full business address of the BIDDER and must be signed by the BIDDER with his or her usual signature. BIDS by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

BIDS by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the OWNER, satisfactory evidence of the authority

of the office signing on behalf of the corporation shall be furnished. A BIDDER's failure to properly sign required forms may result in rejection of the BID.

The OWNER reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the OWNER decides, to abandon the work entirely, or to waive any informality or non-substantive irregularity as the interest of the OWNER may require.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to BIDDERS for the preparation of their proposals and shall continue a part of the Contract Documents.

Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended upon mutual agreement between the OWNER and the BIDDER.

The quantities shown are approximate. The OWNER reserves the right to increase or decrease bid items and/or quantities as desired to the extent of a twenty-five (25%) percent reduction in the overall bid amount. Any proposed reduction of greater than twenty-five (25%) percent will require re-negotiation of the BIDDER'S contract terms and unit costs. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the exhibits and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. The BIDDER must BID all items contained in the BID schedule including all BASE BID ITEMS.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned, and construction easements required or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The CONTRACTOR shall cooperate with other contractors that work on any portion of projects directly or indirectly related to this PROJECT. The CONTRACTOR shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management.

After award of the CONTRACT, a preconstruction meeting will be held, with representatives of the OWNER, ENGINEER, and CONTRACTOR, including the superintendent actually assigned to this PROJECT. This meeting will be held prior to the beginning of WORK. The PROJECT will be reviewed at that time.

At the preconstruction meeting, the CONTRACTOR shall furnish to the OWNER and ENGINEER their proposed schedule of improvements, including estimated time of completion for the various work items along with their proposed mobilization plan and soil erosion and sedimentation control plan.

The CONTRACTOR will dispose of all unsuitable and unusable materials off-site at an approved location in a manner that public or private property will not be damaged or endangered. This WORK is considered incidental to the cost of the PROJECT.

Location of utilities shown on plans is approximate only and is not necessarily complete. CONTRACTOR shall make their own investigations as to location of all existing underground structures, cables, and pipe lines.

The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be substantially complete

with the Hometown Park Asphalt Trail Extension by October 29, 2021 and shall be fully complete by November 12, 2021. Substantial completion is defined as completion of all work associated with the grading, bituminous walking paths, concrete sidewalk, and seeding. BIDDER further agrees to pay as liquidated damages, the sum of \$350 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A payment BOND and a performance BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the payment BOND and performance BOND within five (5) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER, who may reject all bids and call for new bids.

The OWNER within five (5) days of receipt of acceptable payment BOND, performance BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign

the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued simultaneously with the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued at such time, the time may be extended by mutual agreement between OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the five (5) days of the execution of the Agreement or within a period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. Upon the request of the OWNER, a BIDDER shall submit promptly to the OWNER satisfactory evidence showing the BIDDER's financial resources, the BIDDER's organization available for the performance of the contract and any other required evidence of the BIDDER's qualifications to perform the proposed contract. The OWNER may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a BIDDER's responsibility to perform the proposed contract may result in rejection of the bid.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. A BID response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered as non-compliance with that specific term.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Act regulating wages in Illinois (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects 2201-2207).

The CONTRACTOR and subcontractors will be required to pay prevailing wages as established by the U.S. Department of Labor under the Davis-Bacon Act and as set forth by the Illinois Department of Labor. Certified payroll records shall be submitted to the OWNER within fifteen (15) days of the close of the last pay period during which wages for the work are earned.

Each BIDDER, including subcontractors, must ensure that all employees and applicants for employment are not discriminated against because of race, creed, color, sex or national origin.

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the BID proposal shall conform to all applicable requirements of local, state, and federal law. This project shall be tax exempt. Fox Valley Park District's tax exemption number will be provided to the Contractor after contract award.

In the event of litigation, the BID documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be with the appropriate state court located in Kane County, Illinois.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The OWNER will make progress payments to the CONTRACTOR within 30 calendar days of the date of receipt of a request for payment.

Fox Valley Park District is an equal opportunity employer.

The BIDDER shall supply a list of all SUBCONTRACTORS that submitted proposals and if requested by the OWNER the names and address of major material SUPPLIERS. Each BIDDER, and their SUBCONTRACTORS, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each BIDDER shall furnish the OWNER with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the OWNER's satisfaction may result in rejection of the BID.

The ENGINEER is Engineering Enterprises, Inc. Their address is 52 Wheeler Road, Sugar Grove, Illinois 60554-9595. Their telephone Number is 630/466-6700.

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BID

Proposal of _____(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____* to Fox Valley Park District (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Hometown Park Asphalt Trail Extension in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

If awarded the contract, the BIDDER hereby agrees to sign said contract and furnish the necessary bonds and certificates of insurance within five (5) days after the NOTICE OF AWARD of this contract and agrees to perform in accordance with all contract terms.

If awarded the contract, the BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be substantially complete with the balance of the Hometown Asphalt Trail Extension by October 29, 2021 and shall be fully complete by November 12, 2021. Substantial completion is defined as completion of all work associated with the grading, bituminous walking paths, concrete sidewalk, and seeding. BIDDER further agrees to pay as liquidated damages, the sum of \$350 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

* Insert "a corporation", "a partnership", or "an individual" as applicable.
(continued)

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party

thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above.

BIDDER acknowledges receipt of the following ADDENDUM:

BID INSTRUCTIONS:

The BIDDER expressly agrees to the following provisions:

1. BIDDER shall complete and submit the Bid Schedule included herein with his/her Bid.
2. BIDDER acknowledges unit costs and amounts listed for each bid item have been mathematically verified. OWNER will verify all bids based on quantity and unit price and make any determination of a bid award based solely on the mathematics of those 2 items.
3. BIDDER acknowledges the OWNER reserves the right to reject any and all bids and to waive any irregularities or formalities in the bidding process.
4. BIDDER acknowledges the OWNER reserves the right to determine the low bid based on the Base Bid only and award the contract accordingly.
5. BIDDER acknowledges the OWNER reserves the right to increase or decrease bid items and/or quantities as desired to the extent of a twenty-five (25%) percent reduction in the overall awarded amount. Any proposed reduction of greater than twenty-five (25%) percent will require re-negotiation of the CONTRACT terms and unit costs.
6. BIDDER acknowledges the owner may attempt to negotiate an Agreement for the completion of the work with the apparent low bidder. If such negotiations are unsuccessful, the OWNER reserves the right to negotiate with the second lowest bidder and so on.
7. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum contained in the following Bid Schedule:

BID SCHEDULE

BASE BID

| <u>ITEM NO.</u> | <u>ITEM</u> | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|-----------------|--|-------------|-----------------|------------------------------|---------------|
| 1 | PERIMETER EROSION BARRIER | FOOT | 1000 | \$ _____ | _____ |
| 2 | TOPSOIL EXCAVATION AND PLACEMENT | CU YD | 60 | \$ _____ | _____ |
| 3 | EARTH EXCAVATION | CU YD | 180 | \$ _____ | _____ |
| 4 | AGGREGATE BASE COURSE, TYPE A 8" | SQ YD | 675 | \$ _____ | _____ |
| 5 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | SQ YD | 675 | \$ _____ | _____ |
| 6 | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 | TON | 120 | \$ _____ | _____ |
| 7 | SPECIAL SEEDING & EXCELSIOR BLANKET | SQ YD | 1835 | \$ _____ | _____ |
| 8 | TREE TRUNK PROTECTION | EACH | 2 | \$ _____ | _____ |
| 9 | INLET FILTERS | EACH | 3 | \$ _____ | _____ |
| 10 | CONCRETE SIDEWALK REMOVAL AND REPLACEMENT | SQ FT | 120 | \$ _____ | _____ |
| 11 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | CU YD | 20 | \$ _____ | _____ |
| 12 | MOBILIZATION | LSUM | 1 | \$ _____ | _____ |
| | | | | BASE BID SUB-TOTAL \$ | _____ |
| | | | | PROJECT TOTAL \$ | _____ |

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Fox Valley Park District as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 2021. The Condition of the above obligation is such that whereas the Principal has submitted to Fox Valley Park District a certain BID, attached hereto and made a part hereof to enter into a contract in writing, for the Hometown Park Asphalt Trail Extension; new 615-foot hot-mix asphalt trail from Serendipity Drive to Waterford Drive between Walnut Park Lane and Wild Flower Lane.

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

(L.S.)

SEE ATTACHED RESOLUTION

Surety

By: _____

Attorney-in-Fact

Countersigned By: _____

Authorized Representative

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021 by and between Fox Valley Park District hereinafter called "OWNER" and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Hometown Park Asphalt Trail Extension; new 615-foot hot-mix asphalt trail from Serendipity Drive to Waterford Drive between Walnut Park Lane and Wild Flower Lane.

2. The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT as described herein.

3. The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be substantially complete with the balance of the Hometown Park Asphalt Trail Extension by October 29, 2021 and shall be fully complete by November 12, 2021. Substantial completion is defined as completion of all work associated with the grading, bituminous walking paths, concrete sidewalk, and seeding. BIDDER further agrees to pay as liquidated damages, the sum of \$350 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions. If in the sole opinion of the ENGINEER the CONTRACTOR has pursued the work and demonstrated due diligence in meeting the schedule and is unable to complete the all or part of the Hometown Park Asphalt Trail Extension construction due to weather related conditions,

AGREEMENT

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liquidated damages may at the sole discretion of the OWNER be waived, and an extension of the contract time will be granted.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars, _____

or as shown on the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) Payment BOND
- (G) Performance BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) GENERAL CONDITIONS
- (L) PREVAILING WAGES
- (M) SPECIAL PROVISIONS
- (N) APPENDICES
- (O) DRAWINGS, prepared by Engineering Enterprises, Inc.
number 1 through 7, dated August 5, 2021
- (P) ADDENDA:

No. _____ dated _____, 20__.

No. _____ dated _____, 20__.

No. _____ dated _____, 20__.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Act regulating wages in Illinois (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12) and the Illinois Preference Act (Ill. Rev. Stat. Ch. 48, Sects 2201-2207).

8. The CONTRACTOR and subcontractors will be required to pay prevailing wages as established by the U.S. Department of Labor under the Davis-Bacon Act and as set forth by the Illinois Department of Labor. Certified payroll records shall be submitted to the OWNER within fifteen (15) days of the close of the last pay period during which wages for the work are earned.

9. The OWNER reserves the right to increase or decrease bid items and/or quantities as desired to the extent of a twenty-five (25%) percent reduction in the overall awarded amount. Any proposed reduction of greater than twenty-five (25%) percent will allow re-negotiation of the CONTRACT terms and unit costs.

10. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly

AGREEMENT

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authorized officials, this AGREEMENT in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

_____ Fox Valley Park District _____

BY _____

Name John Kramer
(Please Type)

Title Director of Park Operations

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

CONTRACTOR:

BY _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

Title _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Fox Valley Park District
(Name of Owner)

101 West Illinois Ave., Aurora, IL 60506-5989
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____) in

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Hometown Park Asphalt Trail Extension; new 615-foot hot-mix asphalt trail from Serendipity Drive to Waterford Drive between Walnut Park Lane and Wild Flower Lane.

PAYMENT BOND

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NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

Address

PAYMENT BOND

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Witness as to Principal

Address

Surety

ATTEST:

By _____
Attorney-in-Fact

Witness as to Surety

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Fox Valley Park District
(Name of Owner)

101 West Illinois Ave., Aurora, IL 60506-5989
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Hometown Park Asphalt Trail Extension; new 615-foot hot-mix asphalt trail from Serendipity Drive to Waterford Drive between Walnut Park Lane and Wild Flower Lane.

PERFORMANCE BOND

Page 2

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during that one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

Address

PERFORMANCE BOND

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Witness as to Principal

Address

ATTEST:

Surety

By _____
Attorney-in-Fact

Witness as to Surety

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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NOTICE OF AWARD

TO: _____

PROJECT Description: A new 615-foot hot-mix asphalt trail from Serendipity Drive to Waterford Drive between Walnut Park Lane and Wild Flower Lane.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated August 12, 2021, and Information for Bidders.

You are hereby notified that your Base BID has been accepted for items 1-12 in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20__.

Fox Valley Park District
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
_____ this ____ day of _____, 20__.

By _____

Title _____

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NOTICE TO PROCEED

To: _____ Date: _____

Project: Hometown Park Asphalt Trail Extension

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you shall be substantially complete with the balance of the Hometown Park Asphalt Trail Extension by October 29, 2021, and shall be fully complete by November 12, 2021. Substantial completion is defined as completion of all work associated with the grading, bituminous walking paths, concrete sidewalk, and seeding.

Fox Valley Park District
Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____.

this the _____ day

of _____, 20_____

By _____

Title _____

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CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: Hometown Park Asphalt Trail Extension

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased)

by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

CHANGE ORDER NO. C-_____

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Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____ CONTRACTOR

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ Fox Valley Park District

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractors
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes
32. Prevailing Wages

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA – Written, graphic, or pictorial instruments issued prior to the execution of the Agreement which modify or interpret any part of the CONTRACT DOCUMENTS, including the DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER – Any person, firm or corporation submitting a BID for the work.
- 1.5 BONDS – Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT AND CONTRACT DOCUMENTS – The CONTRACT is comprised of all the CONTRACT DOCUMENTS, which form the integrated agreement between the Owner and the Contractor. The CONTRACT DOCUMENTS include the Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement between the Owner and Contractor, Payment Bond, Performance Bond, General Conditions, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, FIELD ORDER, , SPECIAL PROVISIONS, DRAWINGS, STANDARD SPECIFICATIONS, ADDENDA, and other documents as provided herein, whether issued before or after the execution of the Agreement.
- 1.8 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME – The number of calendar days, working days, or combination stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR – The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by

the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIAL PROVISIONS – Part of the CONTRACT DOCUMENTS consisting of additions and revisions to the STANDARD SPECIFICATIONS covering conditions peculiar to an individual CONTRACT.

1.21 STANDARD SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, methods of measurement, and payment, which are generally accepted as industry standard and are specifically referenced in the SPECIAL PROVISIONS as peculiar to an individual CONTRACT.

1.22 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.23 SUBSTANTIAL COMPLETION – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that PROJECT or specified part can be utilized for the purposes for which it is intended.

1.24 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.25 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.26 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.27 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.

2. *ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS*

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACTOR DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. *SCHEDULES, REPORTS AND RECORDS*

3.1 The CONTRACTOR, promptly after being awarded the Contract, shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed, and shall update any such schedule as shall be required by the current conditions of the Work. No payment for the WORK shall be made until the CONTRACTOR has submitted an approved schedule.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, which shall not exceed the time limits as contained in the CONTRACT DOCUMENTS, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturer, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. *DRAWINGS*

4.1 CONTRACTOR and any SUBCONTRACTOR or Supplier or other individual or entity performing or furnishing any of the WORK under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER'S consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the PROJECT or any other projects without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the WORK, or termination or completion of the Contract. Nothing herein shall preclude the CONTRACTOR from retaining copies of the CONTRACT DOCUMENTS for record purposes.

4.2 The intent of the Contract Documents is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.3 In case of conflict between the DRAWINGS and the SPECIAL PROVISIONS, THE SPECIAL PROVISIONS shall govern. In the case of a conflict between the DRAWINGS AND THE STANDARD SPECIFICATIONS, the DRAWINGS shall govern. Calculated dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over STANDARD DRAWINGS.

4.4 Any discrepancies found between the DRAWINGS and CONTRACT DOCUMENTS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or CONTRACT DOCUMENTS shall be immediately reported to the ENGINEER in writing within three business days. The ENGINEER shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS, that he has determined and verified materials, field measurements, field construction criteria and they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time. Materials and equipment shall be new and of good quality unless otherwise provided by the CONTRACT DOCUMENTS.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or

under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not cover any portion of the work without proper testing or inspection as required by the CONTRACT DOCUMENTS.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, it shall be understood

that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall field verify utility locations and shall be responsible to have public and private utilities located within the areas being disturbed to implement the Work on site.

10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points 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.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK using the Contractor's highest degree of skill and attention as exercised by similar contractors in the Chicago Metropolitan Area. He will be solely responsible for and control the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the

time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. *CHANGES IN CONTRACT PRICE*

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. *TIME FOR COMPLETION AND LIQUIDATED DAMAGES*

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

- 15.3 The parties acknowledge that the CONTRACT TIME is of the essence, and that the OWNER will suffer damages if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER. It is acknowledged that such damages are difficult to calculate and that the parties agree that the liquidated damages as specified in the BID are reasonable and are intended as liquidated damages and not as a penalty. In the event the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion

of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

- 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. *CORRECTION OF WORK*

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. *SUBSURFACE CONDITIONS*

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made, and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. *SUSPENSION OF WORK, TERMINATION AND DELAY*

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension, in accordance with the CONTRACT DOCUMENTS.
- 18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or

awarded by arbitrators in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if not time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. *PAYMENTS TO CONTRACTOR*

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the OWNER to determine the CONTRACTOR'S right to payment and compliance with the Illinois Mechanic's Lien Law. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event the OWNER is satisfied with the CONTRACTOR'S payment procedures, the OWNER may accept partial waivers of lien of subcontractors and suppliers. If payment is requested on the bases of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time,

however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. Provided, however, neither final payment nor release of any remaining retained percentages shall become due and payable unless and until the CONTRACTOR has submitted to the OWNER a Consent of Surety in Final Payment to the issuer of the Payment BOND.
- 19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation of a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment

made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- 19.7 If the OWNER fails to make payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BOND.

21. INSURANCE

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees
 - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that the OWNER is an additional non-contributory primary insured and that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.
- 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$2,000,000 (or such other sum as may be contained in the Contract Documents) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.
22. *CONTRACT SECURITY*
- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sum equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.
- 22.2 The BOND shall also provide for the faithful performance by the CONTRACTOR of the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.
23. *ASSIGNMENTS*
- 23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.
24. *INDEMNIFICATION*
- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's' fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts of they may be liable.
- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by

any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTORS prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 16.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the

CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory of fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION except that the warranty period for punch list items shall commence on the date of final payment. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and conform to the requirements of the CONTRACT DOCUMENTS, and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the

CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. *ARBITRATION*

- 30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, for less than \$50,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. *TAXES*

- 31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

32. *PREVAILING WAGES*

- 32.1 The PROJECT 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 "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the works is to be performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

All CONTRACTORS and SUBCONTRACTORS rendering services on the PROJECT must comply with all requirement of the Act, including but not limited to all wage, notice and record keeping duties.

- 32.2 The prevailing rate of hourly wages applicable for the OWNER has been established by Resolution enacted in accordance with law. A copy of the most current enactment may be obtained from the OWNER
- 32.3 The prevailing rate of hourly wages applicable to the OWNER and to the PROJECT may be revised at any time by the Illinois Department of Labor. Any such revised rates will apply to the PROJECT in accordance with law.
- 32.4 The CONTRACTOR shall submit to the OWNER monthly certified payroll records related to work on the PROJECT, together with a statement verifying that the records are true and accurate and otherwise meeting the requirements of 820 ILCS 130.5.

Kane County Prevailing Wage Rates posted on 7/15/2021

| Trade Title | Rg | Type | C | Base | Foreman | Overtime | | | | H/W | Pension | Vac | Trng | Other Ins |
|--------------------------|-----|------|---|-------|---------|----------|-----|-----|-----|-------|---------|------|------|-----------|
| | | | | | | M-F | Sa | Su | Hol | | | | | |
| ASBESTOS ABT-GEN | All | ALL | | 44.40 | 45.40 | 1.5 | 1.5 | 2.0 | 2.0 | 14.26 | 16.05 | 0.00 | 0.90 | |
| ASBESTOS ABT-MEC | All | BLD | | 38.85 | 41.96 | 1.5 | 1.5 | 2.0 | 2.0 | 14.42 | 12.61 | 0.00 | 0.82 | |
| BOILERMAKER | All | BLD | | 52.61 | 57.34 | 2.0 | 2.0 | 2.0 | 2.0 | 6.97 | 22.34 | 0.00 | 1.40 | |
| BRICK MASON | All | BLD | | 48.56 | 53.42 | 1.5 | 1.5 | 2.0 | 2.0 | 11.70 | 21.06 | 0.00 | 1.03 | |
| CARPENTER | All | ALL | | 50.86 | 52.86 | 1.5 | 1.5 | 2.0 | 2.0 | 11.79 | 24.77 | 0.00 | 0.79 | |
| CEMENT MASON | All | ALL | | 49.20 | 51.20 | 2.0 | 1.5 | 2.0 | 2.0 | 11.15 | 25.07 | 0.00 | 0.55 | |
| CERAMIC TILE FINISHER | All | BLD | | 42.80 | 42.80 | 1.5 | 1.5 | 2.0 | 2.0 | 11.45 | 14.27 | 0.00 | 0.94 | |
| COMMUNICATION TECHNICIAN | N | BLD | | 42.41 | 44.81 | 1.5 | 1.5 | 2.0 | 2.0 | 13.79 | 15.42 | 0.00 | 0.85 | |
| COMMUNICATION TECHNICIAN | S | BLD | | 41.41 | 43.81 | 1.5 | 1.5 | 2.0 | 2.0 | 18.30 | 11.59 | 0.00 | 1.45 | |
| ELECTRIC PWR EQMT OP | All | ALL | | 46.06 | 62.84 | 1.5 | 1.5 | 2.0 | 2.0 | 6.75 | 12.90 | 0.00 | 1.15 | 1.38 |
| ELECTRIC PWR GRNDMAN | All | ALL | | 35.38 | 62.84 | 1.5 | 1.5 | 2.0 | 2.0 | 6.75 | 9.91 | 0.00 | 0.88 | 1.06 |
| ELECTRIC PWR LINEMAN | All | ALL | | 55.37 | 62.84 | 1.5 | 1.5 | 2.0 | 2.0 | 6.75 | 15.50 | 0.00 | 1.38 | 1.66 |
| ELECTRIC PWR TRK DRV | All | ALL | | 36.67 | 62.84 | 1.5 | 1.5 | 2.0 | 2.0 | 6.75 | 10.27 | 0.00 | 0.92 | 1.10 |
| ELECTRICIAN | N | ALL | | 52.28 | 56.68 | 1.5 | 2.0 | 2.0 | 2.0 | 15.88 | 19.28 | 0.00 | 1.30 | |
| ELECTRICIAN | S | BLD | | 51.00 | 55.25 | 1.5 | 1.5 | 2.0 | 2.0 | 20.55 | 14.28 | 0.00 | 1.79 | |
| ELEVATOR CONSTRUCTOR | All | BLD | | 60.42 | 67.97 | 2.0 | 2.0 | 2.0 | 2.0 | 15.87 | 19.31 | 4.83 | 0.64 | |
| FENCE ERECTOR | All | ALL | | 48.83 | 52.74 | 2.0 | 2.0 | 2.0 | 2.0 | 13.31 | 25.25 | 0.00 | 1.28 | |
| GLAZIER | All | BLD | | 47.73 | 49.23 | 1.5 | 2.0 | 2.0 | 2.0 | 14.99 | 23.42 | 0.00 | 1.43 | |
| HEAT/FROST INSULATOR | All | BLD | | 51.80 | 54.91 | 1.5 | 1.5 | 2.0 | 2.0 | 14.42 | 15.36 | 0.00 | 0.82 | |
| IRON WORKER | All | ALL | | 48.83 | 52.74 | 2.0 | 2.0 | 2.0 | 2.0 | 13.31 | 25.25 | 0.00 | 1.28 | |
| LABORER | All | ALL | | 45.90 | 46.65 | 1.5 | 1.5 | 2.0 | 2.0 | 14.36 | 16.90 | 0.00 | 0.90 | |
| LATHER | All | ALL | | 50.86 | 52.86 | 1.5 | 1.5 | 2.0 | 2.0 | 11.79 | 24.77 | 0.00 | 0.79 | |
| MACHINIST | All | BLD | | 50.68 | 53.18 | 1.5 | 1.5 | 2.0 | 2.0 | 8.93 | 8.95 | 1.85 | 1.47 | |
| MARBLE FINISHER | All | ALL | | 37.00 | 50.10 | 1.5 | 1.5 | 2.0 | 2.0 | 11.70 | 19.10 | 0.00 | 0.93 | |
| MARBLE MASON | All | BLD | | 47.71 | 52.48 | 1.5 | 1.5 | 2.0 | 2.0 | 11.70 | 20.53 | 0.00 | 1.02 | |
| MATERIAL TESTER I | All | ALL | | 35.90 | | 1.5 | 1.5 | 2.0 | 2.0 | 14.36 | 16.90 | 0.00 | 0.90 | |
| MATERIALS TESTER II | All | ALL | | 40.90 | | 1.5 | 1.5 | 2.0 | 2.0 | 14.36 | 16.90 | 0.00 | 0.90 | |
| MILLWRIGHT | All | ALL | | 50.86 | 52.86 | 1.5 | 1.5 | 2.0 | 2.0 | 11.79 | 24.77 | 0.00 | 0.79 | |
| OPERATING ENGINEER | All | BLD | 1 | 53.60 | 57.60 | 2.0 | 2.0 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | BLD | 2 | 52.30 | 57.60 | 2.0 | 2.0 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | BLD | 3 | 49.75 | 57.60 | 2.0 | 2.0 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |

| | | | | | | | | | | | | | | |
|------------------------|-----|-----|---|-------|-------|-----|-----|-----|-----|-------|-------|------|------|------|
| OPERATING ENGINEER | All | BLD | 4 | 48.00 | 57.60 | 2.0 | 2.0 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | BLD | 5 | 57.35 | 57.60 | 2.0 | 2.0 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | BLD | 6 | 54.60 | 57.60 | 2.0 | 2.0 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | BLD | 7 | 56.60 | 57.60 | 2.0 | 2.0 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | FLT | | 41.00 | 41.00 | 1.5 | 1.5 | 2.0 | 2.0 | 20.90 | 17.85 | 2.00 | 2.15 | |
| OPERATING ENGINEER | All | HWY | 1 | 51.80 | 55.80 | 1.5 | 1.5 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | HWY | 2 | 51.25 | 55.80 | 1.5 | 1.5 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | HWY | 3 | 49.20 | 55.80 | 1.5 | 1.5 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | HWY | 4 | 47.80 | 55.80 | 1.5 | 1.5 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | HWY | 5 | 46.60 | 55.80 | 1.5 | 1.5 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | HWY | 6 | 54.80 | 55.80 | 1.5 | 1.5 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| OPERATING ENGINEER | All | HWY | 7 | 52.80 | 55.80 | 1.5 | 1.5 | 2.0 | 2.0 | 21.40 | 18.60 | 2.00 | 2.40 | |
| ORNAMENTAL IRON WORKER | All | ALL | | 48.83 | 52.74 | 2.0 | 2.0 | 2.0 | 2.0 | 13.31 | 25.25 | 0.00 | 1.28 | |
| PAINTER | All | ALL | | 49.30 | 51.30 | 1.5 | 1.5 | 1.5 | 2.0 | 19.08 | 4.15 | 0.00 | 1.10 | |
| PAINTER - SIGNS | All | BLD | | 40.74 | 45.75 | 1.5 | 1.5 | 2.0 | 2.0 | 3.04 | 3.90 | 0.00 | 0.00 | |
| PILEDRIVER | All | ALL | | 50.86 | 52.86 | 1.5 | 1.5 | 2.0 | 2.0 | 11.79 | 24.77 | 0.00 | 0.79 | |
| PIPEFITTER | All | BLD | | 52.00 | 55.00 | 1.5 | 1.5 | 2.0 | 2.0 | 11.60 | 21.85 | 0.00 | 2.92 | |
| PLASTERER | All | BLD | | 45.50 | 48.23 | 1.5 | 1.5 | 2.0 | 2.0 | 16.75 | 19.04 | 0.00 | 1.25 | |
| PLUMBER | All | BLD | | 52.80 | 55.95 | 1.5 | 1.5 | 2.0 | 2.0 | 16.45 | 16.75 | 0.00 | 1.47 | |
| ROOFER | All | BLD | | 46.70 | 50.70 | 1.5 | 1.5 | 2.0 | 2.0 | 11.23 | 13.91 | 0.00 | 0.91 | |
| SHEETMETAL WORKER | All | BLD | | 51.83 | 54.42 | 1.5 | 1.5 | 2.0 | 2.0 | 11.22 | 19.08 | 0.00 | 1.45 | 2.46 |
| SIGN HANGER | All | BLD | | 26.07 | 27.57 | 1.5 | 1.5 | 2.0 | 2.0 | 3.80 | 3.55 | 0.00 | 0.00 | |
| SPRINKLER FITTER | All | BLD | | 51.75 | 54.50 | 1.5 | 1.5 | 2.0 | 2.0 | 13.90 | 17.00 | 0.00 | 0.75 | |
| STEEL ERECTOR | All | ALL | | 48.83 | 52.74 | 2.0 | 2.0 | 2.0 | 2.0 | 13.31 | 25.25 | 0.00 | 1.28 | |
| STONE MASON | All | BLD | | 48.56 | 53.42 | 1.5 | 1.5 | 2.0 | 2.0 | 11.70 | 21.06 | 0.00 | 1.03 | |
| TERRAZZO FINISHER | All | BLD | | 44.54 | 44.54 | 1.5 | 1.5 | 2.0 | 2.0 | 11.45 | 16.64 | 0.00 | 0.97 | |
| TERRAZZO MASON | All | BLD | | 48.38 | 51.88 | 1.5 | 1.5 | 2.0 | 2.0 | 11.45 | 18.10 | 0.00 | 1.00 | |
| TILE MASON | All | BLD | | 49.75 | 53.75 | 1.5 | 1.5 | 2.0 | 2.0 | 11.45 | 17.98 | 0.00 | 1.02 | |
| TRAFFIC SAFETY WORKER | All | HWY | | 38.50 | 40.10 | 1.5 | 1.5 | 2.0 | 2.0 | 8.90 | 8.90 | 0.00 | 0.90 | |
| TRUCK DRIVER | All | ALL | 1 | 40.06 | 40.61 | 1.5 | 1.5 | 2.0 | 2.0 | 10.15 | 13.57 | 0.00 | 0.15 | |
| TRUCK DRIVER | All | ALL | 2 | 40.21 | 40.61 | 1.5 | 1.5 | 2.0 | 2.0 | 10.15 | 13.57 | 0.00 | 0.15 | |
| TRUCK DRIVER | All | ALL | 3 | 40.41 | 40.61 | 1.5 | 1.5 | 2.0 | 2.0 | 10.15 | 13.57 | 0.00 | 0.15 | |
| TRUCK DRIVER | All | ALL | 4 | 40.61 | 40.61 | 1.5 | 1.5 | 2.0 | 2.0 | 10.15 | 13.57 | 0.00 | 0.15 | |
| TUCKPOINTER | All | BLD | | 48.25 | 49.25 | 1.5 | 1.5 | 2.0 | 2.0 | 8.79 | 20.47 | 0.00 | 1.01 | |

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;

Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger;

Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRAFFIC SAFETY - Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

HOMETOWN PARK ASPHALT TRAIL EXTENSION FOX VALLEY PARK DISTRICT

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**HOMETOWN PARK ASPHALT TRAIL EXTENSION
FOX VALLEY PARK DISTRICT**

SPECIAL PROVISIONS

SP-1 APPLICABLE SPECIFICATIONS

The following Special Provisions supplement the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition; the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted April 1, 2016 (hereinafter referred to as the Standard Specifications); the Illinois Department of Transportation Standard Specifications for Traffic Control Items, latest edition; and the Manual on Uniform Traffic Control Devices, latest edition. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence.

SP-2 VENDOR REGISTRATION AND PROCUREMENT

Prior to bid, the CONTRACTOR shall register with the Fox Valley Park District at the following link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/fox-valley-park-district-cole-center-administration-office-il-vendor-registration>

By enrolling in Vendor Registry, it gives the OWNER the ability to notify you immediately whenever bid opportunities arise in the future. All vendors must register first in order to view and download documents.

Please refer to Vesco Online Planroom. This site manages the plan holders' list, and you can preview projects before paying to download or print hard copies. Bid results will be posted to the respective job. The link for this is below:

<https://www.vescoplanroom.com/>

SP-3 PROJECT AWARD, PRE-CONSTRUCTION CONFERENCE, & ANTICIPATED PROJECT COMMENCEMENT

Anticipated project award is no later than Monday, September 13, 2021 with anticipated project commencement no later than Monday, October 11, 2021.

Following the award of the Contract, the Contractor will be required to attend a Pre-construction Conference prior to beginning work. At this time, the Contractor will be required to furnish the following:

- A. Written progress schedule
- B. Names of Project Manager and Field Superintendent
- C. Names of Sub-contractors and material suppliers
- D. Name of the contact person and emergency phone numbers of the Contractors representative for contact after construction hours.

Construction staking will be provided by the Engineer. Scheduling of construction staking will be discussed during the pre-construction meeting.

SP-4 CONSTRUCTION STAKING

Construction staking and layout will be provided by EEI. It is the Contractor's responsibility to confirm all staking (location and grade) prior to construction. Any errors shall be brought to the immediate attention of the Engineer and resolved prior to construction.

SP-5 CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the Fox Valley Park District that the project be constructed in an orderly and timely manner. The Contractor shall take special note of the provisions of Article 105.06, Article 108.01 Paragraph 2, and Article 108.02 of the Standard Specifications, which shall be adhered to.

Mobilization and construction shall begin no earlier than NOTICE TO PROCEED without prior authorization of OWNER.

Substantial completion is defined as completion of all work associated with the grading, bituminous walking paths, concrete sidewalk, and seeding. Substantial completion will be no later than October 29, 2021. The project shall be fully complete by November 12, 2021. The final completion date for the full improvements shall be governed as set forth in Section 108 - Prosecution and Progress of the Standard Specifications.

SP-6 NOTIFICATION TO UTILITIES

The Contractor shall notify all utility companies including the local electrical, telephone, gas, Fox Valley Park District, and the City of Aurora, a minimum of 72 hours prior to beginning any construction or taking any preliminary borings. The Contractor shall then have the responsibility to determine from the public utility companies the locations of underground pipes, conduits or cables adjoining or crossing the construction area. The Contractor shall be responsible for any repairs caused by work under this Contract.

SP-7 LOCATION OF EXISTING UTILITIES

Locations of all utilities shown on the Plans are approximate only and are not necessarily complete. The Contractor shall make his own investigations as to the locations of all existing underground structures, cables, and pipelines. Prior to construction, the Contractor shall contact all utility companies and arrange for location of any utilities they may have in the various areas.

It is understood and agreed that the Contractor has considered in his bid all the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays,

inconvenience, or damage. It is also suggested that the Contractor call the concerned utility companies for further information.

The Contractor is responsible to notify utility companies of his time schedule for the construction at or near utility manholes, valves, conduits, etc. The Contractor will coordinate with the utility companies' representative and Owner for adjustment, repair or reconstruction of the utility structures, conduits, or piping.

All costs associated with the coordination and work needed to be completed by the public utility companies in order for the Contractor to complete construction of the bike trail are considered incidental to the project.

SP-8 PERMITTING

The Fox Valley Park District has obtained or will obtain the following necessary permits/signoffs:

- City of Aurora

The Fox Valley Park District has paid/will pay any application fees associated with these permits. However, it is the Contractors responsibility to request a copy of these permits/signoffs, read these permits and comply with their provisions.

The Contractor will also be required to obtain and required contractor/sub-contractor registration or licensing permits with the City of Aurora.

No work shall begin prior to receipt of all required permits.

SP-9 INSURANCE REQUIREMENTS

Prior to Owner signing a Contract with the CONTRACTOR, the CONTRACTOR shall furnish Certificates of Insurance which meet the insurance requirements noted in Section 21 in the general conditions and as noted herein:

Fox Valley Park District (including its Officials, Employees, and Volunteers), the City of Aurora, Engineering Enterprises, Inc. (including its Agents, Subcontractors, and Employees), shall be indorsed onto the policy as additional insureds.

No endorsement or additional forms shall modify or limit the coverage provided to the additional insured. Coverage shall be afforded on a primary and non-contributory basis for additional insured.

SP-10 CERTIFIED PAYROLL REQUIREMENTS

Per Public Act 94-0515, Contractors and Sub-contractors on public works projects must submit certified payroll records on a monthly basis to the Village, along with a statement affirming that such records are true and accurate, that the wages paid to

each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

The current prevailing wages for Kane County are attached to this contract document.

SP-11 TAX EXEMPTION

This project will be tax exempt. The Park District's tax-exempt number will be provided to the Contractor after the Contract is awarded.

SP-12 RESPONSIBILITY FOR CONTRACT CLAIMS

The Contractor shall indemnify and save harmless Fox Valley Park District, the City of Aurora, Engineering Enterprises, Inc. and all employees and servants thereof, against all loss, damage or expense sustained as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing work under this Contract, which may arise in connection with the work to be performed under this Contract.

It is solely the responsibility of the Contractor to provide a safe work environment for both workers on site and the traveling public, at all times until such a point where Fox Valley Park District and the City of Aurora has accepted the improvements set forth in this Contract and any additional work items added by Change Order.

SP-13 COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with other Contractors that are working on/or near any portion of the project site. The Contractor shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management. Contractor will be given the names of other Contractors who will work on/or near the project site. It is the Contractor's responsibility to contact each Contractor and coordinate the sequence of work with them.

Traffic Control and Management will be the responsibility of the contractor and include any coordination with the City of Aurora and Fox Valley Park District. All

traffic control and management will not be paid for separately and will be incidental to this contract.

SP-14 PROTECTION OF TREES

This work shall be in accordance with the latest edition of the Illinois Urban Manual. The Contractor shall exercise care so as not to damage trees outside the limits of construction as shown on the drawings or as determined by the Engineer. Any trees so damaged shall be immediately treated with an approved sealant as directed by the Engineer.

This work shall be paid for at the Contract unit each for TREE TRUNK PROTECTION, which shall include all labor, materials, and equipment necessary to protect trees not to be removed as shown on the plans.

SP-15 EROSION CONTROL

Erosion control measures shall be required as shown on the Plans or as deemed necessary by the Engineer and shall be in compliance with the most recent revisions to the Illinois Urban Manual.

All areas disturbed during construction shall be seeded as soon as possible after final grading and within the time constraints identified in the Stormwater Pollution and Prevention Plan within the plan set. The Contractor will be responsible for cleaning the pavement, drainage structures, swales, storm sewers and culverts prior to final acceptance and at such times during construction as necessary to maintain drainage and protect adjacent property. This work shall be considered incidental to the Contract.

Inlet filter baskets will be used for inlets as shown on the plans. Contractor shall adhere to basic NPDES requirements to clear the baskets of sediment in the event of heavy rainfalls. Inlet filter baskets will remain throughout the duration of the project. Inlet filters shall be provided and installed in accordance with IDOT Standard Specifications Section 280 and Section 1081.15 (h). Inlet filters will be paid for per Standard Specifications and this contract as INLET FILTERS. No additional compensation will be given for the removal and replacement of filter baskets during construction. Additional filter baskets needed to capture construction flow, or as directed by the engineer, will NOT be measured for payment, and is considered incidental to the contract.

If required by the Engineer, Park District, or City, temporary erosion control seeding shall be applied per the Stormwater Pollution Prevention Plans and as deemed necessary by the Engineer. All areas disturbed during construction shall be temporarily seeded as soon as possible. Fertilizer or mulch will not be required for this seeding. Temporary erosion control seeding will be considered incidental to the Contract.

SP-16 TOPSOIL RESPREAD, SEEDING, AND EXCELSIOR BLANKET

Topsoil work shall be provided and installed in accordance with IDOT Standard Specifications Section 211, Seeding per Section 250, and excelsior blanket per Specifications Section 251. Seeding shall be provided and installed in accordance with IDOT Standard Specifications Section 250 and excelsior blanket shall be provided and installed in accordance with IDOT Standard Specifications Section 251, the detail in the plans, and the following provisions:

All areas disturbed by grading operations and damaged by contractor during construction operations shall be replaced. The quantity for this pay item shall be as shown on the plan and in the bid tabulation. Replacement beyond these limits, or limits directed by the engineer, will NOT be measured for payment, and is considered incidental to the contract. Erosion control blankets shall be included in this item.

This work shall be paid for at the Contract unit price per square yard for SPECIAL SEEDING & EXCELSIOR BLANKET, which shall include all labor, materials, and equipment necessary to remove and dispose of the removed material.

SP-17 SAWCUTTING

This work shall be in accordance with Section 442 of the Standard Specifications insofar as applicable, the detail in the plans, and the following provisions:

Sawing of removal items as noted in the plans, specified in the Standard Specifications, or as required by the Engineer shall be included in the cost of the item being removed.

SP-18 EARTHWORK

This work shall be in accordance with Section 211 of the Standard Specifications insofar as applicable, the detail in the plans, and the following provisions:

Topsoil within the limits of the proposed path infiltration trench shall be removed and stockpiled at a location to be coordinated with Fox Valley Park District, the golf course, and engineer. Proper erosion protection of the stockpile location shall be incidental to this item. The amount of topsoil removed and stockpiled should ensure a minimum of 6 inches of furnished topsoil in all newly graded and seeded areas as shown on the plans. All additional excavation required for the project not to be stockpiled shall be paid for as EARTH EXCAVATION.

The price to remove, transport, stockpile, protect, and reinstall existing topsoil shall be paid for the Contract unit price per cubic yard for TOPSOIL EXCAVATION AND PLACEMENT which shall include all labor, materials, and equipment necessary to remove and dispose of the removed material.

SP-19 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

Unsuitable material will be paid for as REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, paid in the unit per cubic yard. This item will include the

removal of unsuitable material and replace with properly compacted furnished excavation or otherwise. This work shall be performed in accordance with Section 202 and 502 of the Standard Specifications.

SP-20 DEWATERING

Dewatering, if any, will be considered incidental to the Contract.

SP-21 PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL AND REPLACEMENT

This work shall include the sawcutting, topsoil and sod removal, demolition, removal, and installation of Portland Cement Concrete sidewalk per elevations shown on plans. The Contractor shall take special note of the provisions of Article 440, 420, and 424 of the Standard Specifications, which shall be adhered to. All backfill to be replaced due to removal operations of the sidewalk shall be incidental to this item. This item shall be paid for in the unit per square foot for CONCRETE SIDEWALK REMOVAL AND REPLACEMENT, which shall include all labor, materials, and equipment necessary to remove and dispose of the removed material.

SP-22 AGGREGATE BASE COURSE

This work will cover all new aggregate base course to be installed under the new pedestrian path at the depth shown on the plans. This work shall occur prior to any placement of final surface improvements, and after topsoil stripping and earthwork. Contractor shall take special note of the Standard Specifications of Articles 351 for preparation, installation, and compaction requirements. This item shall be paid at the contract unit of square yard of the depth specified as AGGREGATE BASE COURSE, which shall include all labor, materials, and equipment necessary to remove and dispose of the removed material.

SP-23 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

This work will cover all new geotechnical fabric to be installed under the new pedestrian path at the depth shown on the plans. This work shall occur prior to any placement of path base or surface improvements, and after topsoil stripping and earthwork. Contractor shall take special note of the Standard Specifications of Articles 210 for preparation, installation, and compaction requirements. This item shall be paid at the contract unit of square yard as GEOTECHNICAL FABRIC FOR GROUND STABILIZATION, which shall include all labor, materials, and equipment necessary to remove and dispose of the removed material.

SP-24 ASPHALT TRAIL CONSTRUCTION

This work shall be in accordance with Sections 351, 355, and 406 of the Standard Specifications in the locations specified in the plans and as directed by the Engineer.

The bike path section shall consist of a minimum of two lifts of 1.5" (3" total) of HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 8" of AGGREGATE BASE COURSE, TYPE A, and GEOTECHNICAL FABRIC FOR GROUND STABILIZATION, and shall be paid for as such in accordance with the IDOT Standard Specifications for Road and Bridge Construction.

If the Contractor removes or damages existing sidewalk outside the limits designated by the Engineer for removal and replacement, the contractor will be required to repair or replace that portion at their own expense to the Engineer's satisfaction. The City of Aurora requires curb and sidewalk protection for this contract. All required excavation shall be paid for as EARTH EXCAVATION or TOPSOIL EXCAVATION AND PLACEMENT.

When paving, the Contractor shall use a string line to ensure a straight edge resulting from the paving operations. All paving shall require a maximum of two (2) passes with a spreading and finishing machine meeting the guidelines of Article 1102.03 of the Standard Specifications. These guidelines are at the discretion of the Engineer.

A mechanical sweep, mechanically driven air and handwork with shovel and broom shall be utilized to provide a clean path for the public. Within 24 hours of placing prime coat and the laying of HMA or as directed by the Engineer, the contractor shall sweep the pavement and remove standing water, earth, weeds, leaves, dirt, construction debris and all loose material.

Payment shall be full compensation for all materials including labor, equipment, and incidentals to complete the bike path as shown on the plans and as specified.

SP-25 INCIDENTAL WORK

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as incidental to the Contract.

SP-26 MOBILIZATION

This work shall be performed in accordance with Section 671 of the Standard Specifications.

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