

A PROJECT OF THE
PEORIA PARK DISTRICT
PEORIA, ILLINOIS

PARK IMPROVEMENTS
TREWYN PARK
2219 S. IDAHO
PEORIA, ILLINOIS 61605



PROJECT # 22-044
MAY 24, 2022

PROJECT MANUAL

PACKAGE # _____

PROJECT MANUAL INCLUDING SPECIFICATIONS FOR:

**PARK IMPROVEMENTS
TREWYN PARK
2219 S. IDAHO
PEORIA, ILLINOIS 61605**

OWNER: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA,
PEORIA, ILLINOIS

TRUSTEES: ROBERT L. JOHNSON, SR., PRESIDENT
TIMOTHY L. BERTSCHY
KYLE BRIGHT
LAURIE COVINGTON
JOYCE HARANT
JACQUELINE J. PETTY
ALEX SIERRA

PROJECT MANAGER: MARY HARDEN
PLANNING, DESIGN & CONSTRUCTION DIVISION
BRADLEY PARK EQUIPMENT SERVICE
1314 N. PARK ROAD
PEORIA, ILLINOIS 61604
TELEPHONE: (309) 686-3386/(309) 265-3206

ADMINISTRATIVE STAFF: EMILY CAHILL, EXECUTIVE DIRECTOR
BRENT WHEELER, DEPUTY DIRECTOR
MATT FREEMAN, SUPERINTENDENT OF PARKS
KARRIE ROSS, SUPERINTENDENT OF FINANCE
AND ADMINISTRATIVE SERVICES
BECKY FREDRICKSON, SUPERINTENDENT OF PLANNING,
DESIGN AND CONSTRUCTION
SHALESSE PIE, SUPERINTENDENT OF HUMAN
RESOURCES
SCOTT LOFTUS, SUPERINTENDENT OF RECREATION

Address all communications regarding this work to the project manager listed above.

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Peoria Park District, Peoria, Illinois, hereinafter known as the Owner, for the following project:

Park Improvements
Trewyn Park
2219 S. Idaho St.
Peoria, IL 61605

It is the intent of the Owner to receive Base Bids for the project listed above.

Sealed bids will be received until 2:30 p.m., Tuesday, June 7, 2022 prevailing time, by the Owner, at the Peoria Park District Administrative Office, 1125 W. Lake Ave., Peoria, Illinois 61614. (The Board Room clock shall be the official time keeping device in respect to the bid submission deadline.)

An electronic file including Bid Documents is available at www.peoriaparks-planning.org at no charge. Bid Documents, including Plans, Specifications and Interpretations for this project may be obtained at the Planning, Design & Construction Department, Bradley Park Equipment Service, 1314 N. Park Road, Peoria, IL 61604. Telephone (309) 686-3386. A non-refundable plan deposit of two-hundred dollars (\$200.00) will be charged for each printed set of Bid Documents.

A list of planholders can be obtained upon request. This information will be available up to twenty-four (24) hours prior to the scheduled bid opening time. **After that deadline, no information pertaining to the project will be given.**

A 10% Bid Bond is required, and is to be included with the Bid Proposal. The successful Bidder will be required to furnish a 100% Performance Bond and a 100% Labor and Materials Payment Bond within ten (10) days of formal Award of Contract.

The general prevailing rate of wage for the Peoria area shall be paid for each craft or type of worker needed to execute this contract or perform this work as required by the State of Illinois Department of Labor. Additionally, it is required that provisions of the Illinois Preference Act, the Illinois Drug Free Workplace Act, and the Substance Abuse Prevention on Public Works Act must be adhered to. Bidders are also advised that contract documents for this project include the non-discrimination, equal opportunity and affirmative action provisions in the Human Rights Act and rules and regulations of the Department of Human Rights. The Peoria Park District is an AA/EEO organization and encourages participation by minority and female-owned firms.

The Peoria Park District reserves the right to reject any or all bids, waive technical deficiencies, informalities or irregularities or rebid any project.

This project is funded in part by a Community Development Block Grant awarded to the City of Peoria, IL.

PLEASURE DRIVEWAY AND PARK DISTRICT
OF PEORIA, ILLINOIS

BY: ROBERT L. JOHNSON, SR., President

BY: ALICIA WOODWORTH, Secretary

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

- A. "Instructions to Bidders", AIA Document A701, 1997 Editions, published by the American Institute of Architects, including revisions adopted before date of this Project Manual, is hereby made part of these specifications with same force and effect as though set forth in full.
- B. The following modifies, changes, deletes from or adds to the **Instructions to Bidders** (AIA Document A701, 1997 Edition). Where any Article of the Instructions to Bidders is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.
- C. Parenthesis () indicates the appropriate section and Subparagraph of the Instructions to Bidders which each paragraph of the Supplementary Instructions to Bidders modifies or refers to.

2. PROJECT DESCRIPTION

- A. The Project description generally is as follows:
 - 1. **BASE BID:** Includes demolition, grading, concrete pavement, 3' tall concrete retaining wall, bituminous concrete basketball court, installation of pre-purchased manufactured picnic shelter, seeding and electrical.
- B. **PRE-BID MEETING :**
 - 1. A pre-bid meeting will be held at Trewyn Park on Tuesday, May 31, 2022 at 9:00 a.m.

3. CODES AND PERMITS

- A. **COSTS ASSOCIATED WITH REGULATORY COMPLIANCE.** All Work performed in connection with this Project shall be in compliance with the requirements of all applicable local, state, and federal laws, regulations, and rules, as well as the requirements of the Construction Documents. The Bid Price shall reflect all costs of compliance to those requirements, whether or not specifically stated in the Construction Documents or specific sections of the Project Manual.
- B. **PERMITS/FEES.** Work shall not commence until all required building (and/or other) permits have been secured by the Contractor and copies of these permits submitted to the Owner's Representative. Cost of permits is to be included in the Bid Price.

4. BID GUARANTY

The bid must be accompanied by a Bid Guaranty which shall not be less than 10% of the amount of the Bid. At the option of the Bidder, the 10% Guaranty may be a Certified Check, Cashier's Check, or a Bid Bond. The Bid Bond shall be secured by a Guaranty or a Surety Company acceptable to the Owner. No bid will be considered unless it is accompanied by the required Guaranty. Funds must be made payable to the order of the Owner. Cash deposits will not be accepted. The Bid Guaranty shall ensure the execution of the Agreement and the furnishing of the Surety Bond or Bonds by the successful Bidder, all as required by the Contract Documents.

5. AWARD OF CONTRACT/REJECTION OF BIDS:

The Contracts will be awarded on the basis of Paragraph 5.3 of the Instructions to Bidders and Paragraph 16 of the Supplementary Instructions to Bidders. The Bidders to whom the awards are made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids, to accept any combination of base bids and alternates and to waive any technical deficiencies, informalities, or irregularities in Bids received whenever such rejection or waiver is in its interest.

No bid shall be withdrawn for a period of sixty (60) days after the opening of bids without the consent of the Owner. The failure of the Bidder to submit a Bid Bond, Certified Check or Cashier's Check in the full amount to cover all proposals bid upon shall be sufficient cause for rejection of his bid. The award will be made contingent upon submittal and evaluation of Contractor's Qualification Statement, Bonds, Certificate of Insurance, Contractor Certification(s), including Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors, etc.

6. EXECUTION OF AGREEMENT:

Following the award and within ten (10) days after the prescribed forms are prepared and presented for signature by the Owner's Representative, the successful Bidder shall execute and return to the Owner's Representative the Agreement in the form included in the Contract Documents in such number of copies as the Owner may require. The Owner's Representative will provide Notice to Proceed after all bonds and any other required documents have been received by the Park District.

7. PERFORMANCE BOND/LABOR AND MATERIAL PAYMENT BOND & INSURANCE

- A. **BONDS REQUIRED.** Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within ten (10) calendar days after award of contract, furnish Surety Bonds in penal sums, each not less than the amount of the Contract as awarded as security for the faithful performance of the Contract (Performance Bond), and for the payment (Labor and Materials Payment Bond) of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services employed or used by him in performing the work.

- B. FORM OF BONDS.** Such bonds shall be in the same form as the samples included in the Project Manual and shall bear the same date as or a date subsequent to that of the Agreement. The current Power of Attorney for the person who signs for any Surety Company shall be attached to such Bonds. Bonds shall be signed by a Guaranty or Surety Company acceptable to the Owner.
- C. COST OF PERFORMANCE BOND/LABOR AND MATERIAL PAYMENT BOND.** All costs for the Performance Bond/Labor and Material Payment Bond shall be included in the submitted Bid Price.
- D. INSURANCE.** Insurance requirements for this project are addressed both in the Supplementary General Conditions and in "Attachment A.6", in the "Exhibits" section of this Project Manual.
 - a) In respect to the property ("builders risk") insurance coverages referenced in the Supplementary General Conditions: the successful Bidder **Will** be required to provide such coverages as the work of the Project will be accomplished by **ONE** general/prime contractor(s).
- E. TIME FRAMES.** The successful Bidder shall, within ten (10) days after award of contract by the Board of Trustees, submit Proof of Insurance coverages/Bonds in the form and amounts required to the Owner's Representative. Should the Bidder be unable to provide the required Proof of Insurance(s)/Bonds within the specified ten day period the Owner reserves the right, at its sole discretion, to withdraw its award of contract from that Bidder.

8. DEFAULT

- A.** The failure of the successful Bidders to execute the Agreement, supply the required Bonds or proof of required insurance coverage(s) within (ten) 10 days after award of contract, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, may constitute a default. In such case, award of contract will be transferred to the second lowest bidder.

9. CONTRACTOR'S QUALIFICATION STATEMENT

- A.** Contractor's Qualification Statement (AIA Document 305) shall be submitted by low bidder for evaluation prior to award of contract if so requested by the Owner or his representatives.

10. LIST OF SUBCONTRACTORS/PRODUCT & EQUIPMENT SUBSTITUTIONS

- A.** Each Bidder shall submit a "MAJOR SUBCONTRACTORS LIST" proposed to be used in the execution of the Work. If there will be no subcontractors, the Bidder shall state "No Subcontractors" on this form. The completed form is due with the Bid Proposal.
 - 1) Identify the trade name, address, telephone number, and category of work of each subcontractor.
 - 2) Failure to submit the "Major Subcontractors List" with the Bid Proposal may result in the rejection of the Bid.
 - 3) Delete Subparagraphs (6.3.1.1) and (6.3.1.2) from AIA A701.
- B.** The Bidder, by submission of a signed bid form, agrees to install all products and equipment by brand name or names specified in the Technical Specifications sections of this Project Manual. "Or equal" substitutions will be allowed only if approved in writing prior to the bid opening and listed in the "Substitutions" section of the Bid Form.

11. CONTRACT ADMINISTRATION FORMS/COSTS OF FORMS

- A. REQUIRED FORMS.** The following AIA forms will be used (AIA forms will be supplied by the Owner if requested, and charged to the Contractor at cost) in the administration of the project:
 - 1) **AIA Document A310:** "Bid Bond", February 1970 edition
 - 2) **AIA Document A305:** "Contractor's Qualification Statement", 1986 edition
 - 3) **AIA Document G702:** "Application and Certificate of Payment", May 1992 edition
 - 4) **AIA Document G703:** "Continuation Sheet", May 1992 edition
- B. OTHER FORMS.** Other contract administration forms (to be provided by the Owner unless otherwise noted) required for use in the Project are:
 - 1) **Major Subcontractors List**
 - 2) **Contractor's Affidavit**
 - 3) **Performance Bond**
 - 4) **Labor and Material Payment Bond**
 - 5) **Lien Waiver Forms**
 - 6) **Certified Payroll Form**

Please Note: Illinois State Law has changed. As a Contractor on a public works project, Contractor must submit certified payroll directly to the Illinois Department of Labor. See details at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevaling-wage-portal.aspx>

The first time submitting certified payroll to this site requires additional set-up time and specialized forms that must be used.

After submitting certified payroll directly to the Illinois Department of Labor, Contractor will receive a PDF proof of submittal. A copy of this PDF proof of submittal is required with pay applications to Owner.

7) **Insurance Forms: As required in Attachment A (at end of Project Manual)** (will not be provided by Owner)

8) **Agreement Between Owner and Contractor**

Examples of these forms are included in the Project Manual.

12. CONSTRUCTION TIME AND LIQUIDATED DAMAGES CLAUSE:

2.5.1 PROJECT COMPLETION. The Agreement will include the following paragraph(s) or language substantially the same, regarding construction time and liquidated damages:

- 1) **LIQUIDATED DAMAGES:** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete within the time specified below, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.
- 2) Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay Owner TWO HUNDRED AND FIFTY DOLLARS (\$250.00) for each calendar day that expires after one-hundred twenty (120) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on June 23, 2022 and be at Substantial Completion by October 21, 2022. Playground curbing, sidewalk leading to playground and retaining wall must be complete no later than August 15, 2022.
- 3) After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within ten (10) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner TWO HUNDRED AND FIFTY DOLLARS (\$ 250.00) dollars for each day that expires after the time specified.
- 4) Owner and Contractor agree that the per day liquidated damage amounts set forth in subparagraphs "2" and "3" of this section constitute a reasonable forecast of the financial losses, actual costs and increased expenses the Owner may incur as a result of delayed Substantial or Final Completion of the Project.

13. PROJECT MANUAL/PLANS & SITE VISITATION

- A. A set of Bid Documents may be examined, at no charge, at the office of the Owner's Representative.
- B. **PLAN DEPOSIT.** An electronic file including Bid Documents is available at www.peoriaparks-planning.org at no charge. A printed set of Bid Documents, including Plans, Specifications and Interpretations for this project may be obtained at the Planning, Design & Construction Department, Bradley Park Equipment Service, 1314 N. Park Road, Peoria, IL 61604. Telephone (309)686-3386. A non-refundable plan deposit of two-hundred dollars (\$200.00) will be charged for each printed set of Bid Documents.
- C. **FAMILIARITY WITH BID DOCUMENTS & SITE VISITATION.** Bidders, by submission of their Bids, represent that they have visited the site to acquaint themselves with the local conditions in which the Work is to occur, and that they are familiar with all the requirements of the Project, as defined in the Project Manual and the Plan(s).

14. OTHER MODIFICATIONS TO AIA-701/OTHER CONDITIONS

- A. Add the following sentence to (4.1.7): "Bidder shall submit two (2) completed copies of Bid Form and retain one (1) copy for his files."
- B. Delete Section (6.2) - "Owner's Financial Capability"; and last sentence of Paragraph (4.2.1.)
- C. In reference to (7.2.1), the Peoria Park District reserves the right of final approval of bonding companies.
- D. Delete paragraph (7.1.3).

15. EQUAL EMPLOYMENT OPPORTUNITY/SEXUAL HARASSMENT

- A. It is a goal of the Peoria Park District to encourage 12% participation of minorities and women on Peoria Park District construction projects through contracts and workforce. Good Faith Effort must be made to encourage the use of minority and women owned businesses as sub-contractors and suppliers on the project. Good Faith Effort is defined below:

Based on the trades and availability of contractors required to complete the project, a minimum of three minority/women owned firms must be contacted. The Park District's list of minority/women owned firms will be included in all bid documents.

The bidder shall negotiate in good faith with the potential minority/women owned firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited. Minority and women owned businesses must be notified at least 3 business days prior to bid opening to allow adequate time to review and provide bid.

On all bids over \$100,000.00, the bidder must complete and include in the bid, the **Minority/Women Owned Contact Sheet** form. This form will include name of companies contacted, the time and date companies were contacted, the method by which the companies were contacted, the response by the companies contacted, the area of work the companies were contacted about, and bid amounts received from the companies along with other comments.

The low bidder shall provide to the Park District upon request, copies of all correspondence including without limitation, faxes, letters, text messages, and emails sent to minority/women owned firms.

If a bidder does not provide the required documentation for Good Faith Effort, the bidder may be considered non-responsive and not a responsible bidder on this project. Park District staff may disqualify the bidder and move to the next low bidder.

Failure to complete and submit the following forms (provided in the bid packet) with the Bid may result in rejection of the bid.

- 1) **"Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors"** Form
 - 2) **"Workforce Profile"** Form
 - 3) **"Minority/Women Owned Contact Sheet"** Form
 - 4) **"Company Ownership Certification"** Form
- B. Effective July 1, 1993, every party to a public contract and every party bidding on public contracts is required to have a written **"Sexual Harassment Policy"**. A copy shall be submitted with the Bid. The Sexual Harassment Policy must contain:
- 1) A definition of sexual harassment under state law;
 - 2) A description of sexual harassment utilizing examples;
 - 3) A formalized complaint procedure;
 - 4) A statement of victim's rights;
 - 5) Directions on how to contact the Illinois Department of Human Rights - **Illinois companies**. Out-of-State companies must include directions on how to contact the enforcement agency within their state. Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency.
 - 6) A recitation that there cannot be any retaliation against employees who elect to file charges.

Recommendation: Your **"Sexual Harassment Policy"** should be drafted in language easy to understand and any revisions should be reviewed by legal counsel. A copy of your policy should be posted in a prominent and accessible location to assure all employees will be notified of the company's position.

In order to conduct business with the Peoria Park District, you must have a written "Sexual Harassment Policy" that conforms to the Act.

FAILURE TO DO SO WILL DISQUALIFY YOU AS AN ELIGIBLE VENDOR.

16. BID SUBMISSION

- A. **DATE, TIME & PLACE OF RECEIVING BIDS.** Bids will be received until the date and time listed in the "Advertisement for Bids", at which time they will be publicly opened, read aloud and recorded. The Bid Opening will be held at the place listed in the "Advertisement for Bids".
- B. **REQUIRED ITEMS.** The following items must be included as part of the "BID":
- 1) Two (2) signed copies of the **BID FORM**. (Retain the third copy for your files.)
 - 2) The **PEORIA PARK DISTRICT CERTIFICATE OF EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE FOR CONTRACTORS AND VENDORS** form.
 - 3) The **WORKFORCE PROFILE** form.

- 4) The **COMPANY OWNERSHIP CERTIFICATION** form.
 - 5) If the bid is over \$100,000.00 , the **MINORITY/WOMEN OWNED CONTACT SHEET** form.
 - 6) The **CERTIFICATION OF COMPLIANCE OF THE LISTED PROVISIONS AND LAWS** form.
 - 7) The **LIST OF SUBCONTRACTORS**. (Submit form and state "No Subcontractors" on the form, if none will be used.)
 - 8) The **BID GUARANTY**.
- C. **BID SUBMISSION.** The "BID" shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the following information, in order to prevent premature opening of the bid:
- "PROPOSAL"
 - NAME OF PROJECT
 - NAME OF BIDDER
 - DATE/TIME OF BID OPENING

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Bid From: _____

PROJECT NO. 22-044
BID FOR: PARK IMPROVEMENTS
LOCATION: TREWYN PARK

BID FORM

BID TO: PEORIA PARK DISTRICT

UNDERSIGNED:

1. Acknowledges receipt of:
 - A. Project Manual and Drawings for:

 - B. Addenda: No. _____ through No. _____
2. Has examined facility and the bid documents and shall be responsible for performing work specifically required of him by all parts of bidding documents including specifications for entire project, even though such work may be included as related requirements specified in other divisions or sections.
3. And agrees to enter into and execute Contract with Owner, if awarded on basis of this bid, and to:
 - A. Furnish Bonds and Insurance required by the Bidding & Contract Documents.
 - B. Accomplish work in accord with Contract.
 - C. Complete work within specified Contract time.
4. **CONTRACT TIME:** Contractor agrees to Substantially Complete ALL WORK as required by the Contract Documents per the Supplementary General Conditions and Supplementary Instructions to Bidders.
5. **BASE BIDS:**
 - A. Base Bid:
Bidder agrees to perform all building and site work, as set forth in the Project Manual and Drawings for the sum of:

_____ Dollars (\$ _____ . _____)
6. **PROPOSED SUBSTITUTION LIST:**
Base Bid(s) and Alternates are understood to include only those product brands, items, and elements which are specified in the Bid Documents. The following is a list of substitute products, equipment or methods of construction which the Bidder proposes to furnish on this project, with difference in price being added or deducted from Base Bid(s).

Bidder understands that acceptance of any proposed substitution which has not been approved as an "equal" to the product brand, item, or element specified prior to bid opening is at Owner's option. Approval or rejection of any substitutions listed below will be indicated before executing Contract.

Bid From: _____

PROJECT NO. 22-044
BID FOR: PARK IMPROVEMENTS
LOCATION: TREWYN PARK

| <u>ITEM</u> | <u>ADD</u> | <u>DEDUCT</u> |
|-------------|------------|---------------|
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |

7. **BIDDERS CHECKLIST:**

| | | |
|--|-----|----|
| Did you visit the site? | Yes | No |
| Is Bid Security enclosed? (If applicable) | Yes | No |
| Is Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors enclosed? | Yes | No |
| Is Workforce Profile enclosed? | Yes | No |
| Is Company Ownership Certification enclosed? | Yes | No |
| If the bid is over \$100,000.00, the Minority/Women Owned Contact Sheet enclosed? | Yes | No |
| Is List of Subcontractors enclosed? | Yes | No |
| Is Certification of Compliance of the Listed Provisions and Laws form enclosed? | Yes | No |

8. **BIDDER INFORMATION:**

NAME OF BIDDER: _____

PLEASE LIST ALL PARENT & SUBSIDIARY COMPANIES OF BIDDER (IF ANY): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____

BY: _____

Bid From: _____

PROJECT NO. 22-044
BID FOR: PARK IMPROVEMENTS
LOCATION: TREWYN PARK

(Signature of Authorized Official)

TITLE: _____

BIDDER'S SEAL

WITNESS: _____

END OF BID FORM



PEORIA PARK DISTRICT

Company Ownership Certification

In compliance with Illinois Public Act 102-265, and Peoria Park District policy, disclosure of the information requested in this form is required by the Peoria Park District. Failure to properly complete and sign this form will result in it being returned unprocessed thereby resulting in a delay or denial of Company's eligibility to transact business with Peoria Park District.

Please answer all questions. Note, Company may answer "Yes" to more than one category.

- **Is the Company a Minority Owned Business?** ☐ YES ☐ NO

Check One:

☐ Company holds Certification for this classification, or

☐ Company is self-certifying

- **Is the Company a Woman Owned Business?** ☐ YES ☐ NO

Check One:

☐ Company holds Certification for this classification, or

☐ Company is self-certifying

- **Is the Company a Disability-Owned Business?** ☐ YES ☐ NO

Check One:

☐ Company holds Certification for this classification, or

☐ Company is self-certifying

- **Is the Company a Veteran Owned Business?** ☐ YES ☐ NO

Check One:

☐ Company holds Certification for this classification, or

☐ Company is self-certifying

- **Is the Company a Service Disabled Veteran Owned Business?** ☐ YES ☐ NO

Check One:

☐ Company holds Certification for this classification, or

☐ Company is self-certifying

Does Company qualify as a small business under federal Small Business Administration? ☐ YES ☐ NO

<https://www.sba.gov/document/support-table-size-standards>

Please list the name(s) of the Company majority owner(s): _____

Please list all parent and subsidiary companies of the Company (if any): _____

By signing this form, the Company and the individual signing below attest that the above questions have been answered truthfully, to the best of their knowledge.

Company Name

Company Address

Signature of Company Official

Name / Title

Telephone Number & Fax Number

Email Address



PEORIA PARK DISTRICT

Definitions for Company Ownership Certification

- Selected Classification of Owned Business means a business which is at least 51% owned by one or more persons of the selected ownership classification (i.e. minority, women, veteran, etc.), or in the case of a corporation, at least 51% of the stock in which is owned by one or more persons of the selected ownership classification; and the management and daily operations of which are controlled by one or more of the selected ownership classification individuals who own it.
- Control means the exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real, substantial and continuing, no pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge and expertise to run the particular business and control shall not include simple majority or absentee ownership.
- Minority person shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:
 - a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).
 - b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).
 - c) Black or African American (a person having origins in any of the black racial groups of Africa).
 - d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).
 - e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).
- Woman shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.
- Veteran means a person who (i) has been a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
- Service-Disabled Veteran means a veteran who has been found to have 10% or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
- A Person with a Disability means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, meaning a person with a severe physical or mental disability that:
 - a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, Crohn's disease, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, an intellectual disability, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, ulcerative colitis, specific learning disabilities, or end stage renal failure disease; and
 - b) substantially limits one or more of the person's major life activities.Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) of this subdivision if it is determined by an evaluation of the rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in item (a) of this subdivision.
- Certification means a determination made by the Business Enterprise Council for Minorities, Women, and Persons with Disabilities, or by one delegated authority from the Council to make certifications, or by a State agency with statutory authority to make such a certification, that a business entity is a business owned by a minority, woman, or person with a disability for whatever purpose.



Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors & Vendors

The Peoria Park District is an Equal Opportunity Employer and it agrees with each of the provisions below and requires that all suppliers, contractors, subcontractors, and vendors doing business with the Park District be Certified Equal Employment Opportunity Employers in compliance with the Illinois Human Rights Act and such regulations promulgated thereunder, and, that any and all suppliers, contractors, subcontractors or vendors who are found to be in non-compliance with the Illinois Human Rights Act or said regulations may be declared ineligible for future contracts with this Park District; and, that each and every supplier, contractor, subcontractor or vendor does at all times in connection with any dealings with this Park District agree as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify the Peoria Park District and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Peoria Park District, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Peoria Park District and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the Peoria Park District and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Failure to properly complete and sign this form, certifying that the Company will agree to the above provisions of the Illinois Human Rights Act as well as the items below will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to be awarded work with the Peoria Park District.

The Company certifies that it has a written sexual harassment policy meeting the Illinois Human Rights Act and Illinois Department of Human Rights requirements.

If the Company will be doing work on Peoria Park District property, the Company shall complete the attached Full Time Workforce Profile Sheet to the best of its knowledge.

Company Name

Company Address

Signature of Company Official

Name / Title

Telephone Number & Fax Number

Email Address

WORKFORCE PROFILE

| Job Classifications | Black Employees | | White Employees | | Hispanic Employees | | Native American Employees | | Asian Employees | | Other Employees | | TOTAL EMPLOYEES | |
|-------------------------------------|-----------------|---|-----------------|---|--------------------|---|---------------------------|---|-----------------|---|-----------------|---|-----------------|---|
| | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 1. Officials, Managers, Supervisors | | | | | | | | | | | | | | |
| 2. Professionals | | | | | | | | | | | | | | |
| 3. Technicians | | | | | | | | | | | | | | |
| 4. Sales | | | | | | | | | | | | | | |
| 5. Office/Clerical | | | | | | | | | | | | | | |
| 6. White Collar Trainees: | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 7. Skilled Crafts: | | | | | | | | | | | | | | |
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| 8. Apprentices: | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | |
| 9. On-the-job Trainees: | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | |
| 10. Semi-skilled | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 11. Service Workers | | | | | | | | | | | | | | |
| 12. Unskilled | | | | | | | | | | | | | | |
| TOTALS | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Company Name: _____

WORKFORCE PROFILE INSTRUCTIONS

RACE/ETHNIC IDENTIFICATION

WHITE (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

HISPANIC: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

ASIAN or PACIFIC ISLANDER: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

NATIVE AMERICAN or ALASKAN NATIVE: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

DESCRIPTION OF JOB CLASSIFICATIONS

OFFICIALS, MANAGERS, AND SUPERVISORS - Occupations requiring administrative personnel who set broad policies, and exercise over-all responsibility for the execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers/superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

PROFESSIONALS - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants/auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, and kindred workers.

TECHNICIANS - Occupations requiring combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: drafters, engineering aids, junior engineers, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical sciences), and kindred workers.

SALES WORKERS - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents/salespersons, insurance agents/brokers, real estate agents/brokers, stock and bond salespersons, demonstrators, salespersons and sales clerks, and kindred workers.

OFFICE AND CLERICAL WORKERS - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office couriers, office machine operators, shipping and receiving clerks, stenographers, typist and secretaries, telegraph and telephone operators, and kindred workers.

WHITE COLLAR TRAINEES - Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.

SKILLED CRAFTS - Manual worker of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

ON-THE-JOB TRAINEES - Persons engaged in formal training for craftsmen when not trained under apprentice programs; semi-skilled, unskilled and service occupations.

SEMI-SKILLED WORKERS - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

SERVICE WORKERS - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, fire fighters, guards, watchmen and doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, and kindred workers.

UNSKILLED WORKERS - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgement. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing loading and pulling operations, and kindred workers.

Minority/Women Owned Contact Sheet

Proof of Contact Efforts by General Contractor of MBE/WBE firms for the project

| MBE/WBE Company Name | <u>Minority</u> Owned or <u>Woman</u> Owned? | Individual Contacted at MBE/WBE also date/time | Method of Contact & Information: Phone #, Fax #, Email | Response: (Provided Bid or No Bid?) | Area of Work | Comments: If Bid accepted, give \$ amount. If Bid not accepted, give justification. |
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Company Name _____

PLEASE BE ADVISED!

Every party to a public contract and every party bidding on public contracts are required to have a written sexual harassment policy that contains:

- (1)a statement that sexual harassment is illegal;
- (2)a definition of sexual harassment under state law;
- (3)a description of sexual harassment utilizing examples;
- (4)an internal formalized complaint process, including penalties;
- (5)the legal recourse, investigative and complaint process available through the Department of Human Rights and the Illinois Human Rights Commission;
- (6)directions on how to contact the Illinois Department of Human Rights and Illinois Human Rights Commission – **Illinois companies.** Out-of-State companies must include directions on how to contact the enforcement agency within their state. Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency.
- (7)a recitation that there cannot be any retaliation against employees who elect to file charges, as provided in Sections 6-101 and 6-101.5 of the Illinois Human Rights Act.

Recommendation: Your sexual harassment policy should be drafted in language easy to understand and any revisions should be reviewed by legal counsel. A copy of your policy should be posted in a prominent and accessible location to assure all employees will be notified of the company's position.

In order to conduct business with the THE PEORIA PARK DISTRICT, you must have a written sexual harassment policy that conforms to the Illinois Human Rights Act and/or the laws of your jurisdiction.

**FAILURE TO DO SO
WILL DISQUALIFY YOU AS AN ELIGIBLE VENDOR!!!**

CERTIFICATION OF COMPLIANCE
OF THE LISTED PROVISIONS AND LAWS

1) Illinois Drug Free Workplace Act of 1991

2) The Substance Abuse Prevention on Public Works Act Public Act 95-0635:

Prohibits the use of drugs and alcohol while performing work on a public works project.

The Contractor/Subcontractor has signed collective bargaining agreement for all of its employees that deal with the subject matter or the Contractor/Subcontractor has a prevention program that meets or exceeds the requirements of the Public Act for all employees not covered by a collective bargaining agreement.

3) Safety Compliance:

Contractor/Subcontractors will comply with any and all prevailing occupational safety and health standards. Such compliance may include a training component or require a written program of compliance.

4) Illinois Criminal Code, Illinois Compiled Statutes 720 ILCS 5/33E-3 and 5/33E-4:

Contractor/Subcontractor has not been barred from bidding on public contract as a result of bid rigging or bid rotating.

The undersigned representative of the Contractor/Vendor hereby certifies to comply with the laws and provisions listed above.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Signature of Authorized Representative

Date

MAJOR SUBCONTRACTORS LIST

The following tabulation of Major Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the total Base Bid.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any substitutions in the subcontractors listed below shall be requested in writing by the Contractor and must be approved in writing by the Owner. No sub-subcontractors will be allowed unless specifically stated on the form. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitution(s). Owner shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the Owner.
- F. Failure to submit the list of Major Subcontractors as stated herein shall constitute a material variation from the Invitation to Bid; and any such Bid may be rejected by the Owner.

| Subcontractor Name | Address | Telephone | Area of Work | Minority/Women Owned Business (Yes/No) |
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(Attach additional sheets if required)

BIDDER: _____

END OF MAJOR SUBCONTRACTORS FORM

Directory of Minority & Women Owned Business Enterprises

Peoria Park District

Revised 3/2021

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|---|---|--|
| 3 Keys Construction Tray Keys | MBE Concrete, Roadway Patching, Retaining Walls, Landscaping, Storm Sewer 2314 Lehman Rd., Peoria, IL 61604 threekeysconstruction@yahoo.com | 309-472-2721 |
| Absolute Risk Management Strategies Kelly Peterson | MBE Construction Safety, Job Site Safety Plan Development, Job Site Risk Assessment, Construction OSHA Training 416 Main St., Suite 533, Peoria, IL 61602 | 309-256-8471 309-222-4050 Cell |
| Adams Septic & Sewer Services, Inc. Michelle Adams | WBE Septic and Sewer Contractor 1641 N. Tiber Ridge Ct., East Peoria, IL 61611 | 309-691-6113 |
| Aerial Work Services Company | MBE Landscaping and Seeding 13805 Wadsworth Road, Wadsworth, IL | 847-662-5321 847-662-5321 Fax |
| AFE Construction, Inc. Tommy and Monica Arbuckle | WBE General Contractor WBE P.O. Box 199, Mackinaw, IL 61755 | 309-303-7065 866- 491-2209 Fax Tommy.afeinc@hotmail.com |
| A & L Salvage, Inc. Archie Brown | MBE Clean Up, Tree Cutting & Removal, Truck Salvaging 824 W. Brons Peoria, IL 61604 | 309-682-4412 |
| Alexander Brothers Construction Co. Allester Alexander | MBE Concrete, Demolition, Excavation, Landscaping P.O. Box 1508, Peoria, IL 61605 | 309-673-6768 abrosconst@aol.com |
| Alexander & Sons Construction Leonard Alexander | MBE Driveways, Curbs, Foundations, Layouts, Sidewalks, etc. 2415 N. Linn Street, Peoria, IL 61604 Leonardalexander1467@yahoo.com | 309-678-3004 773-628-9064 (cell) |
| Allworld Project Management LLC Ronnie Foster Jr. | MBE Highway, Street & Bridge Construction, Water & Sewer Line and Related Construction, Landscaping, Civil Engineering 415 South Front Street, Suite 121, Memphis, TN 38103 procurement@allworldmail.com | 901-881-2985 |
| A. Lucas & Sons Steel Margaret Hanley | WBE Structural Steel Fabrication 1328 SW Washington, Peoria, IL 61602 | 309-673-8547 309-673-7213 Fax Margaret@alucasiron.com |
| Ambri Inc. Robert J. Hunt. Jr. | MBE Drywall, Flooring, Painting, Cabinetry 9101 S. Nashville Ave., Oak Lawn, IL 60453 | 708-233-0217 Ph/ Fax |
| A Unique Maintenance Service Andrea McKnight | MBE Commercial and Industrial Construction Cleanup 1215 N. Sheridan Road, Suite A, Peoria, IL 61606 | 309-637-4400 309-637-1300 Fax 309-453-3393 Cell |
| Black Squirrel Services Inc. Aaron Watkins and Joshua Wessels | MBE Skid Steer, Landscaping, Blacktop, Striping, Sealcoating Crack Filling, Crack Routing & Concrete 2037 N. Aspen Road, Peoria, IL 61604 | 309-369-7817 blackssquirrel@yahoo.com |
| BMI Contractors & Assoc. Sammy Hobson | MBE Excavation, Concrete 1123 MacQueen., Peoria, IL 61604 bmicontractorsandassociates@comcast.net | 309-657-4469 Ph 309-713-1569 Fax |
| BOWA Group, The Lee Fantroy | MBE General 7050 S. Stony Island Ave, Chicago, IL 60649 | 312-238-9899 603-388-1071 Fax lfantroy@thebowagroup.com |
| Braun Excavating, Inc. Teresa Braun | WBE Demolition, Digging of Footings, Excavation, Pipe Laying 24 Gulf Stream, Bartonville, IL 61607 | 309-697-5454 309-697-6567 Fax |
| Brown, Leo Trucking, Inc. Leo Brown | MBE Trucking/Hauling P. O. Box 9057, Peoria, IL 61612 | 309-685-6710 309-685-0759 Fax |
| Buddy's Landscaping Dexter Davis | MBE Landscaping P. O. Box 1836, Bloomington, IL 61702 | 309-824-9211 309-454-3342 Fax Dexterdavis2@aol.com |

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| Burnside Brothers Construction Terry Burnside | MBE Landscaping, General Construction 3563 SW Adams, Peoria, IL 61605 | 309-922-9390 |
| C and G Concrete Construction Co. Inc. Patricia Slusher | WBE Concrete Rodney@cngconcrete.com | 309-699-0384 309-699-6922 Fax 309-208-2646 Cell |
| Capitol Trucking Eddie Washington | MBE Trucking, Snow Removal 2803 Creston Lane, Peoria, IL 61604 | 309-339-5313 |
| Central IL Construction Inc. Jessica Youngman | WBE Land Surveying 416 Germantown Rd., Germantown, IL 61548 | 309-383-3156 |
| Central IL Consulting Jessica Youngman | WBE Land Surveying 416 Germantown Rd., Germantown, IL 61548 | 309-383-3156 youngman@mtco.com |
| Central IL Rebar Insulators Roger Fleming | MBE Structural Steel and Rebar Replacement 4719 Ridgelawn Place, Peoria, IL 61615 | 309-258-1379 888-387-5716 Fax 309-258-1379 Cell |
| Central Landscaping Donna Brandenburg | WBE Seeding, Landscaping 12512 Mendell Rd., Princeville, IL 61559 | 309-385-4832 309-385-2644 Fax |
| CJL Landscaping, Inc. Rebecca J. Kelch | WBE Landscaping 10902 W. U. S. Highway 150, Brimfield, IL 61517 | 309-691-9200 309-691-5131 Fax Meinders_81@yahoo.com jrdoering@att.net |
| Clevenger Contractors Inc. Verlee Clevenger Misty L. Daham | WBE Guardrail, Bridge Rail, Seeding, Fencing 355 Naples Rd., P.O. Box 19, Bluffs, IL 62621 | 217-754-3411 217-754-3537 Fax clever@irtc.net |
| CNS Forestry & Landscaping LLC Christine Schilling | WBE Landscaping, Seeding, Sodding, Tree Removal 1813 1000 th St., Lincoln, IL 62656 | 217-792-3808 217-792-3808 Fax |
| Concrete to Perfection Elonda Whitfield | WBE/MBE Designs on Concrete concretetoperfection@gmail.com | 309-681-9508 |
| Cordova Construction Tina Christopher | WBE Concrete Removal, Curb & Gutter Removal, Sidewalk Removal 2424 N. Ellory Road, Peoria, IL 61615 | 309-674-8810 309-208-3448 Cell |
| Cornerstone Builders & Developers Ron Touilly | WBE 6129 W. Southport Rd., Peoria, IL 61615 | 309-674-9000 309-673-7783 Fax |
| Creative Touch Painting Chris Ridge | MBE Painting Exterior/Interior 3318 N. Isabell Ave., Peoria, IL 61604 | 309-229-1253 309-643-7400 Cell info@creativetouchpnt.com |
| CSS (Construction Specialties & Services) Dave Suzuki | MBE Building Specialties, Design, Engineering, Estimating P. O. Box 120703 Peoria, IL 61614 | 309-685-8453 |
| CWG Inc. Teresa Gustafson | WBE Demolition, Excavation, Trucking 24635 Cooper Rd., Morton, IL 61550 | 309-208-5461 Cell 309-208-8899 Cell tgusdesigns@yahoo.com |
| Davis Brothers Construction Company Russell Davis | MBE Trucking/Hauling 1522 W. Kettelle St. Peoria, IL 61605 | 309-683-6931 |
| DECA Realty Eddie J. Washington | MBE Real Estate Broker, Appraiser 417 W. Main, Peoria, IL 61606 | 309-637-3322 309-682-3922 Fax |
| Design Air Inc. Courtney Eston | MBE Commercial Air Duct Cleaning 3806 W. Hearthwood Dr., Dunlap, IL 61525 | 309-693-8632 309-243-2102 Fax |
| Dunbar Transfer | WBE Trucking P.O. Box 315, Chillicothe, IL 61523-0315 | 309-303-5122 |
| E & D Trucking and Hauling, Inc. Eddie Proctor | MBE Trucking/Hauling 1913 N. Idaho, Peoria, IL 61604 | 309-682-4336 309-251-6736 Cell |
| E. Davis Trucking Company Eric Davis | MBE Trucking edavistrucking@gmail.com | 309-648-1450 |
| Earth Care Unlimited, Inc. | WBE Landscaping, Seeding, Sodding | 217-452-7370 |

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| Monica Thornley | 3108 Panther Grove Rd, Ashland, IL 62612 | 217-414-4321 |
| Fire & Ice Heating and Air J.T. Toombs | MBE HVAC Maintenance, Installment 922 W. Smith St., Peoria, IL 61605 | 309-219-3708 |
| Foster-Jacob Electric Emily Rudesill | WBE Electrical 826 W. Main St., Peoria, IL 61606 | 309-674-8129 |
| Fuhrmann Engineering Inc. Kathy Shelter | WBE Civil Engineers / Land Surveyors 456 Fulton St., Suite 146 | 309-713-3498 Ext. 5 |
| Flessner Electric | WBE Electrical 3600 S. Cameron Ln., Mapleton, IL 61547 | 309-697-2484 |
| Foster-Jacob Electric Emily Rudesill | WBE Electrical 826 W. Main St., Peoria, IL 61606 | 309-674-8129 309-674-6890 Fax emilyj@fosterjacob.com |
| Garza Heating & Cooling | MBE HVAC 1304 S. Western Ave., Peoria, IL 61605 | 309-645-6294 |
| Get Current Electrical Serv. Richard Rhodes | MBE Electrical 4210 N. Northbrook Ct. Richard_rhodes2001@yahoo.com | 309-989-7931 |
| Ronald A. Givens & Associates Ronald A. Givens | MBE Insurance & Investments 2616 N. Lehman, Peoria, IL 61602 | 309-685-4588 309-676-3152 Fax |
| GIVSCO Construction Ronald Givens | MBE General Contractor 2321 Lakeshore Dr., Pekin, IL 61554 | 309-620-9127 info@givSCO.com |
| Gutters & More | WBE 157 Thunderbird Ln., East Peoria, IL 61611 | 309-694-4000 309-694-3356 Fax |
| Hancock Trucking, Inc. Nancy Hancock | WBE Trucking/Hauling 30570 Hancock Road Mackinaw, IL 61755 | 309-447-6733 |
| Hanley Steel, Inc. Jill Hanley | WBE Fabricated Structural and Miscellaneous Steel 8811 N. Industrial Rd., Peoria, IL 61615 | 309-692-5250 309-692-5251 Fax |
| Heart Technologies Jim Bainter, Brad Armstrong | WBE Data and Telephone, Communication and Construction 3105 N. Main Street, Peoria, IL 61611 | 309-427-7000 309-427-7007 Fax |
| Hermann & Associates Alisha Hermann | WBE Consultant Engineering 5835 N. Galena Rd., Peoria, IL 61614 | 309-687-5566 309-687-0571 Fax |
| Horan Construction, Inc. Susan Arnholt | WBE Carpentry, Concrete, Demolition, General, Wrecking 1720 W. Chanute Road Peoria, IL 61615 | 309-691-3133 309-691-1841 Fax |
| Illinois Mechanical Service & Design Beth Ward | WBE HVAC P.O. Box 10494, Peoria, IL 61612 | 309-713-3640 309-274-6941 |
| Infrastructure Engineering Thu Truitt | MBE Civil Engineering 456 Fulton St., Suite 104, Peoria, IL 61602 | 309-637-9200 309-637-9210 |
| Intech Innovations John McCrary | WBE Audio/Video Design and Integration Washington, IL 61571 | 309-370-6676 309-745-9691 Fax |
| Interlock Brick Paving Chris Joos | WBE Hardscaping, Landscaping, Excavating P.O. Box 6, Morton, IL 61550 chris@interlockbrickpaving.com | 309-696-9264 |
| JC Construction Frank Coates | MBE General 1810 Stever, Peoria, IL 61605 | 309-303-3919 Cell |
| JAKS Construction Inc John Spencer | Disabled Vet Full Service Concrete Cutting, Drilling & Sealing 19319 Great Crane Road, Bloomington, IL 61705 | 800-455-9662 309-455-9662 Fax 309-846-6382 Cell jaksinc@live.com |
| J & K Construction James Tillman | MBE General 4003 N. Rochelle, Peoria, IL 61615 | 309-685-8554 309-685-8554 Fax 309-264-3903 Cell j&kconst@comcast.net |
| J & J Construction Herman Johnson | MBE Concrete Removal, Curb & Gutter Removal, Demolition 1300 W. Aiken Avenue, Peoria, IL 61605 | 309-657-9228 309-676-8292 Fax 309-657-9228 Cell |

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| JM Industrial Supply Ron Given | MBE Maintenance Items, Tools, Soaps 2323 Lakeshore, Pekin, IL 61554 | 309-346-5796 309-347-5100 Fax |
| Jones Electrical Contractors, Inc. Ronald Jones | MBE Electrical | 309-339-7690 rj@joneselectricalco.com |
| Kahbeah Contracting & Trucking Larry Kahbeah | MBE Trucking/Hauling 510 N. Yates, P. O. Box 56, Tallula, IL 62688 | 217-634-4157 217-634-4157 Fax |
| Kerry Brown Trucking Leo K. Brown | MBE Tandem, Semi Dump, General Hauling Peoria, IL | 309-251-6089 Cell leok.brown1957@gmail.com |
| Kreiling Roofing Co. | WBE Slate, Wood Shakes, Tile, Thatch, Custom Fabricated Copper and Steel, Residential and Commercial 2335 W. Altorfer Dr., Peoria, IL 61615 | 309-673-3649 309-692-2504 Fax 309-397-7747 Cell lmoore@kreiling.com |
| Leo Brown Trucking Inc Leo Brown | MBE Trucking PO Box 9057, Peoria, IL 61612 | 309-685-6710 309-685-0759 Fax 309-303-7111 Cell |
| LIZZ Trucking & Hauling Brandon Hines | MBE Trucking/Hauling lizztrucking@yahoo.com | 309-208-5942 |
| LNR Construction & Trucking Demonte Davis Lavael Randle Sr. | MBE Concrete, Trucking 2200 N. Linsley St., Peoria, IL 61605 | 309-682-6331 309-682-6331 Fax 309-678-3314 Cell |
| LV Enterprise John L. Palmer | MBE Trucking/Hauling 303 E. Archer Avenue, Peoria, IL 61603 | 309-657-2420 309-682-8872 Fax |
| M & A Plumbing Michael Abner | MBE Plumbing 6216 N. Devonshire Avenue, Peoria, IL 61615 | 309-689-0133 309-689-0133 Fax |
| M&K Heating & Cooling Reggie Williams | MBE HVAC 2406 W. Newman Parkway, Peoria, IL 61604 | 309-256-6129 |
| M & L Plumbing Manzell Lawson | MBE Plumbing 1309 W. Lincoln, Peoria, IL 61605 | 309-674-8466 |
| McGinnis Transportation Beth McGinnis | WBE Trucking, Tandem, 24" Box Truck 336 Riverview Drive, Creve Coeur, IL 61610 | 309-369-4465 309-694-1604 Fax |
| Michlyn Corporation Fred Danage | MBE Concrete, Landscaping, Lead Based Paint Abatement P.O. Box 5895, Peoria, IL 61601 | 309-829-2115 309-303-1561 Cell macdanage@yahoo.com |
| Mid-Illinois Companies, Corp. Debra Young | WBE Metal Framing, Insulation, Drywall, Plaster and Exterior Insulation, Acoustical Ceilings and Wall Panels, Painting and Wall Covering, Access Flooring 905 NE Adams St., Peoria, IL 61603 | 309-674-0717 309-674-5802 Fax dyoung@mic123.com |
| Midwest Construction Services Sheila Shover | M/WBE Traffic Control Products, Trucking/Hauling P. O. Box 4185, Bartonville, IL 61607 | 309-697-1000 309-697-1004 Fax |
| Millennia Professional Services of IL Paul Moreno | MBE Civil Engineering, Erosion Control, Landscaping, Sewer Construction, Surveying, Retaining Walls 850 N. Main St., Morton, IL 61550 | 309-321-8141 309-321-8142 Fax 309-303-8428 Cell pmoreno@mps-il.com |
| Molleck Electric | WBE Electrical 14926 W. Winchester Dr., Brimfield, IL 61517 | 309-446-3483 |
| Montefusco Heating Sheet Metal Lisa Rhoades | WBE HVAC 2200 W. Altorfer Dr. D, Peoria, IL 61615 | 309-306-7040 lisa@montefuscohvach.com |
| N.E. Rudd Trucking Nanette E Jenkins-Rudd | WBE Excavating, Hauling, Asphalt, Dirt, Gravel, Sand Milling ; Dumps and Tandems PO Box 14, Kingston Mines, IL 61539 | 309-389-4150 309-389-2849 Fax 309-360-7986 Cell |
| Ordaz Construction Co. Inc. Elizabeth Ordaz Mercer | WBE Concrete 8010 N. Sommer St., Peoria, IL 61615 lindahall@ordazconstruction.com | 309-693-3338 309-693-5505 Fax |

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| P.A. Atherton Construction Inc. Patricia Atherton | WBE Aggregate Pipe, Asphalt, Concrete, Demolition Excavation, Grading, Pavement Patching & Marking | 309-822-8575 309-822-8782 Fax 309-645-9870 Cell |
| Porter, V. L. Vincent Porter | MBE Concrete, General 500 W. North, Suite 10, Springfield, IL 62704 | 217-744-8050 |
| Prairie Engineers of Illinois PC Colleen Ayars | WBE Civil Engineering, Surveying ,Environmental Consulting 926 SW Adams Street, Suite 120, Peoria, IL 61602 www.prairieengineers.com | 309-839-2642 217-718-4764 Fax |
| Reign Construction Bridget Booker | WBE/MBE Iron Worker 801 W. Main St., Suite A118, Peoria, IL 61606 bridget@reignconstructioninc.com | 309-495-7982 309-495-7996 Fax 309-750-4846 Cell |
| RNS Electric Inc. Regina Slonneger | WBE Electrical 28558 Irish Lane, Washington, IL 61571 | 309-444-5200 309-444-5201 Fax |
| Rudd Trucking Nanette Jenkins-Rudd | WBE Trucking/Hauling P.O. Box 14, 107 Washington St., Kingston Mines, IL 61539 | 309-389-4150 309-389-2849 Fax |
| Rufus Construction Company Rufus Nelson | MBE Painting, Roofing, Remodeling 1819 S. Idaho Street, Peoria, IL 61605 | 309-673-6776 309-497-9453 Cell |
| Searle Trucking, Inc. Debbie Searle | WBE Trucking/Hauling P. O. Box 1084, Peoria, IL 61653 | 309-686-0708 309-688-5365 Fax |
| Serenity Electric | MBE Electrical PO Box 6521, Peoria, IL 61601 jamestaylor1955@yahoo.com | 309-363-5067 309-363-5067 Cell |
| Sherwin Baker & Associates Inc. Sherwin Baker | MBE Engineering Technical Service, Construction Management 103 E. Archer, Peoria, IL 61603 | 309-688-4203 309-682-4203 Fax 309-678-2897 Cell sherwin_baker@yahoo.com |
| Tabitha Ventures, Inc. Edward O. Taiwo | MBE Asphalt, Concrete, Demolition, Earthwork, Electrical, Excavation, General, HVAC, Landscaping, Painting, Plumbing, Resurfacing, Roofing, Trucking/Hauling 100 N. Main Street, Suite 203, East Peoria, IL 61611 | 309-692-1473 309-692-1564 Fax information@tabithainc.com |
| TEMCO Heating & AC Ellen Robinson | WBE Heating & AC 913 Laramie St. Peoria, IL 61605 | 309-637-7746 |
| The Communication Connection Jennifer Stone | WBE Communication, Wire and Cable, Electrical and Telephone Prod. 604 Filmore Street Harrisburg, PA 17104 | 717-561-7267 |
| Third Hand Landscaping Tommy Harris | MBE Landscaping 2313 W. Lincoln, Peoria, IL 61605 | 309-673-6702 |
| Three Cross Development J. T. Donelson | MBE Concrete, General, Sidewalk 1519 W. Millman Peoria, IL 61605 | 309-637-1238 |
| Thompson Brothers Inc. Todd Thompson | MBE General Carpentry and Construction, Interior Finish Work, Millwork 221 Court St., Pekin, IL 61554 | 309-613-0254 |
| Thornton Rave dba Illini Concrete Co. of Illinois | MBE Precast and Prestressed Concrete, Demolition, Excavating and Grading, Drainage, Aggregate Bases and Surfaces, Pavement Patching 929 E. Grove St., Suite A, Bloomington, IL 61701 | 309-585-2376 309-585-2472 Fax 309-706-9213 Cell thorntonrave01@gmail.com |
| Tillman Electric James Tillman | MBE Electrical 4003 N. Rochelle, Peoria, IL 61615 | 309-685-8554 309-264-3903 Cell |
| Willie Veneble Construction Willie Venable | MBE Construction, Concrete Removal, Demolition 1000 E. Wilcox, Peoria, IL 61605 | 309-686-1429 309-360-0757 Cell |
| Willis Electric Phyllis Willis | WBE Electrical P.O. Box 545, Chillicothe, IL 61523 | 309-579-2926 |

Peoria County Prevailing Wage Rates posted on 5/18/2022

| | | | | | | Overtime | | | | | | | | |
|------------------------|-----|------|---|-------|---------|----------|-----|-----|-----|-------|---------|------|------|-----------|
| Trade Title | Rg | Type | C | Base | Foreman | M-F | Sa | Su | Hol | H/W | Pension | Vac | Trng | Other Ins |
| ASBESTOS ABT-GEN | All | BLD | | 28.20 | 29.70 | 1.5 | 1.5 | 2.0 | 2.0 | 8.50 | 22.29 | 0.00 | 0.80 | |
| ASBESTOS ABT-GEN | All | HWY | | 32.17 | 33.67 | 1.5 | 1.5 | 2.0 | 2.0 | 8.50 | 24.80 | 0.00 | 0.80 | |
| ASBESTOS ABT-MEC | All | BLD | | 33.19 | 35.83 | 1.5 | 1.5 | 2.0 | 2.0 | 14.42 | 12.40 | 0.00 | 0.82 | |
| BOILERMAKER | All | BLD | | 41.00 | 44.00 | 1.5 | 1.5 | 2.0 | 2.0 | 7.07 | 21.86 | 0.00 | 1.45 | |
| BRICK MASON | All | BLD | | 36.83 | 38.33 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.87 | |
| CARPENTER | All | BLD | | 34.30 | 36.55 | 1.5 | 1.5 | 2.0 | 2.0 | 9.20 | 20.00 | 0.00 | 0.74 | |
| CARPENTER | All | HWY | | 37.06 | 39.31 | 1.5 | 1.5 | 2.0 | 2.0 | 9.20 | 21.25 | 0.00 | 0.71 | |
| CEMENT MASON | All | BLD | | 31.48 | 34.23 | 1.5 | 1.5 | 2.0 | 2.0 | 9.00 | 20.56 | 0.00 | 0.68 | |
| CEMENT MASON | All | HWY | | 32.98 | 34.48 | 1.5 | 1.5 | 2.0 | 2.0 | 9.00 | 21.00 | 0.00 | 0.70 | |
| CERAMIC TILE FINISHER | All | BLD | | 34.16 | | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.86 | |
| ELECTRIC PWR EQMT OP | All | ALL | | 49.37 | 58.58 | 1.5 | 1.5 | 2.0 | 2.0 | 8.23 | 13.82 | 0.00 | 0.74 | |
| ELECTRIC PWR GRNDMAN | All | ALL | | 33.54 | 58.58 | 1.5 | 1.5 | 2.0 | 2.0 | 7.76 | 9.40 | 0.00 | 0.51 | |
| ELECTRIC PWR LINEMAN | All | ALL | | 54.95 | 58.58 | 1.5 | 1.5 | 2.0 | 2.0 | 8.40 | 15.39 | 0.00 | 0.82 | |
| ELECTRIC PWR TRK DRV | All | ALL | | 35.21 | 58.58 | 1.5 | 1.5 | 2.0 | 2.0 | 7.81 | 9.86 | 0.00 | 0.53 | |
| ELECTRICIAN | All | BLD | | 39.50 | 42.00 | 1.5 | 1.5 | 2.0 | 2.0 | 8.50 | 14.94 | 0.00 | 0.80 | |
| ELECTRONIC SYSTEM TECH | All | BLD | | 31.55 | 34.55 | 1.5 | 1.5 | 2.0 | 2.0 | 7.70 | 13.35 | 0.00 | 0.40 | |
| ELEVATOR CONSTRUCTOR | All | BLD | | 51.01 | 57.39 | 2.0 | 2.0 | 2.0 | 2.0 | 16.02 | 20.21 | 4.08 | 0.65 | |
| GLAZIER | All | BLD | | 36.78 | 38.78 | 1.5 | 1.5 | 1.5 | 2.0 | 16.20 | 7.19 | 0.00 | 1.25 | |
| HEAT/FROST INSULATOR | All | BLD | | 44.25 | 46.91 | 1.5 | 1.5 | 2.0 | 2.0 | 14.42 | 14.11 | 0.00 | 0.82 | |
| IRON WORKER | All | BLD | | 33.57 | 35.47 | 1.5 | 1.5 | 2.0 | 2.0 | 11.56 | 18.87 | 0.00 | 0.86 | |
| IRON WORKER | All | HWY | | 39.40 | 41.40 | 1.5 | 1.5 | 2.0 | 2.0 | 11.56 | 18.87 | 0.00 | 1.01 | |
| LABORER | All | BLD | | 27.20 | 28.70 | 1.5 | 1.5 | 2.0 | 2.0 | 8.50 | 22.29 | 0.00 | 0.80 | |
| LABORER | All | HWY | | 31.42 | 32.92 | 1.5 | 1.5 | 2.0 | 2.0 | 8.50 | 24.80 | 0.00 | 0.80 | |
| LABORER, SKILLED | All | BLD | | 27.60 | 29.10 | 1.5 | 1.5 | 2.0 | 2.0 | 8.50 | 22.29 | 0.00 | 0.80 | |
| LABORER, SKILLED | All | HWY | | 31.72 | 33.22 | 1.5 | 1.5 | 2.0 | 2.0 | 8.50 | 24.80 | 0.00 | 0.80 | |
| LATHER | All | BLD | | 34.30 | 36.55 | 1.5 | 1.5 | 2.0 | 2.0 | 9.20 | 20.00 | 0.00 | 0.74 | |
| MACHINERY MOVER | All | HWY | | 39.40 | 41.40 | 1.5 | 1.5 | 2.0 | 2.0 | 11.56 | 18.87 | 0.00 | 1.01 | |
| 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 | BLD | | 34.16 | | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.86 | |
| MARBLE MASON | All | BLD | | 37.60 | 38.85 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.88 | |
| MILLWRIGHT | All | BLD | | 33.60 | 35.85 | 1.5 | 1.5 | 2.0 | 2.0 | 9.20 | 21.05 | 0.00 | 0.74 | |

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|--------------------|-----|-----|---|-------|-------|-----|-----|-----|-----|-------|-------|------|------|--|
| MILLWRIGHT | All | HWY | | 37.36 | 39.61 | 1.5 | 1.5 | 2.0 | 2.0 | 9.20 | 21.55 | 0.00 | 0.71 | |
| OPERATING ENGINEER | All | BLD | 1 | 42.96 | 45.96 | 1.5 | 1.5 | 2.0 | 2.0 | 10.80 | 22.25 | 0.00 | 3.60 | |
| OPERATING ENGINEER | All | BLD | 2 | 39.75 | 45.96 | 1.5 | 1.5 | 2.0 | 2.0 | 10.80 | 22.25 | 0.00 | 3.60 | |
| OPERATING ENGINEER | All | BLD | 3 | 34.45 | 45.96 | 1.5 | 1.5 | 2.0 | 2.0 | 10.80 | 22.25 | 0.00 | 3.60 | |
| OPERATING ENGINEER | All | HWY | 1 | 42.96 | 45.96 | 1.5 | 1.5 | 2.0 | 2.0 | 10.80 | 22.25 | 0.00 | 3.60 | |
| OPERATING ENGINEER | All | HWY | 2 | 39.75 | 45.96 | 1.5 | 1.5 | 2.0 | 2.0 | 10.80 | 22.25 | 0.00 | 3.60 | |
| OPERATING ENGINEER | All | HWY | 3 | 34.45 | 45.96 | 1.5 | 1.5 | 2.0 | 2.0 | 10.80 | 22.25 | 0.00 | 3.60 | |
| PAINTER | All | ALL | | 38.19 | 40.19 | 1.5 | 1.5 | 1.5 | 2.0 | 16.13 | 7.68 | 0.00 | 1.10 | |
| PAINTER - SIGNS | All | BLD | | 41.55 | 46.67 | 1.5 | 1.5 | 2.0 | 2.0 | 3.04 | 3.90 | 0.00 | 0.00 | |
| PILEDRIVER | All | BLD | | 35.30 | 37.55 | 1.5 | 1.5 | 2.0 | 2.0 | 9.20 | 20.00 | 0.00 | 0.74 | |
| PILEDRIVER | All | HWY | | 37.06 | 39.31 | 1.5 | 1.5 | 2.0 | 2.0 | 9.20 | 21.25 | 0.00 | 0.71 | |
| PIPEFITTER | All | BLD | | 39.60 | 43.96 | 1.5 | 1.5 | 2.0 | 2.0 | 8.25 | 15.48 | 0.00 | 1.16 | |
| PLASTERER | All | BLD | | 31.00 | 32.50 | 1.5 | 1.5 | 2.0 | 2.0 | 9.00 | 20.09 | 0.00 | 0.90 | |
| PLUMBER | All | BLD | | 37.60 | 40.98 | 1.5 | 1.5 | 2.0 | 2.0 | 8.75 | 17.08 | 0.00 | 1.25 | |
| ROOFER | All | BLD | | 32.00 | 35.20 | 1.5 | 1.5 | 2.0 | 2.0 | 10.00 | 11.54 | 0.00 | 0.30 | |
| SHEETMETAL WORKER | All | BLD | | 35.34 | 37.11 | 1.5 | 1.5 | 2.0 | 2.0 | 10.42 | 18.70 | 0.00 | 1.22 | |
| SIGN HANGER | All | HWY | | 39.40 | 41.40 | 1.5 | 1.5 | 2.0 | 2.0 | 11.56 | 18.87 | 0.00 | 1.01 | |
| SPRINKLER FITTER | All | BLD | | 43.45 | 46.45 | 1.5 | 1.5 | 2.0 | 2.0 | 10.55 | 14.22 | 0.00 | 0.52 | |
| STEEL ERECTOR | All | HWY | | 39.40 | 41.40 | 1.5 | 1.5 | 2.0 | 2.0 | 11.56 | 18.87 | 0.00 | 1.01 | |
| STONE MASON | All | BLD | | 36.83 | 38.33 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.87 | |
| TERRAZZO FINISHER | All | BLD | | 34.16 | | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.86 | |
| TERRAZZO MASON | All | BLD | | 37.60 | 38.85 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.88 | |
| TILE MASON | All | BLD | | 37.60 | 38.85 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.88 | |
| TRUCK DRIVER | All | ALL | 1 | 39.85 | 44.21 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | ALL | 2 | 40.44 | 44.21 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | ALL | 3 | 40.71 | 44.21 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | ALL | 4 | 41.10 | 44.21 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | ALL | 5 | 42.20 | 44.21 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | O&C | 1 | 31.88 | 35.37 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | O&C | 2 | 32.35 | 35.37 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | O&C | 3 | 32.57 | 35.37 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | O&C | 4 | 32.88 | 35.37 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TRUCK DRIVER | All | O&C | 5 | 33.76 | 35.37 | 1.5 | 1.5 | 2.0 | 2.0 | 14.02 | 6.89 | 0.00 | 0.25 | |
| TUCKPOINTER | All | BLD | | 36.83 | 38.33 | 1.5 | 1.5 | 2.0 | 2.0 | 11.10 | 12.50 | 0.00 | 0.87 | |

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 PEORIA COUNTY

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

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, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: cutting & acetylene torch, gunnite nozzlemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unload-ing and handling of all material coated with creosote.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy & highway (HWY) classification shall encompass the following types of work,irrespective of the site of the work: jackhammer & drill operator, gunite pump & pot man, puddlers, vibrator men, wire fabric placer, sandblast pump & pot man, strike off concrete, unloading, handling & carrying of all creosoted piles, ties or timber, concrete burning bars, power wheelbarrows or buggies, asphalt raker, brickset-ers, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, gunite nozzle man & sandblasting nozzle man, power man, and rip-rapping by hand.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batches); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt

Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete

Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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.

SAMPLE ADDENDUM

Peoria Park District
Planning, Design and Construction Department
1314 N. Park Road
Peoria, IL 61604
Telephone: (309) 686-3386

ADDENDUM NO. _____

PROJECT TITLE: _____

ISSUANCE DATE: _____

LOCATION: _____

The proposed Contract Documents for this Work are modified as follows:

- I. **GENERAL INFORMATION:**
- II. **DRAWINGS:** (Delete/Change/Modify/Etc.)
- III. **PROJECT MANUAL/SPECIFICATIONS.:**
(Delete/Change/Modify/Etc.)
- IV. **INVITATION TO BID:** (Delete/Change/Modify/Etc.)

END OF ADDENDUM NO. _____

(Addendum may be bound into Project Manual, attached to front cover, faxed, mailed, emailed or delivered to bidders.)

Addendum No. _____
Page 1 of 1



Pleasure Driveway and Park District of Peoria, Illinois
Sample Agreement Between Owner and Contractor

This **AGREEMENT** for

PARK IMPROVEMENTS
TREWYN PARK
2219 S. IDAHO
PEORIA, IL 61605

is made as of the _____ day of _____ in the year of Two Thousand Twenty-Two (2022)

Between the Owner:

PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS
1125 W. LAKE AVENUE
PEORIA, IL 61614

And the Contractor:

The Owner's Representative is:

PLANNING, DESIGN AND CONSTRUCTION DEPARTMENT
1314 N. PARK ROAD
PEORIA, IL 61604

The Architect or Engineer is:

N/A

The Owner and Contractor agree as follows:

I. THE CONTRACT DOCUMENTS. The Contract Documents consist of this AGREEMENT, the Plans/Drawings for the Project dated May 24, 2022, all sections of the Project Manual dated May 24, 2022, including but not limited to the Instructions and Supplementary Instructions to Bidders, the Bid Form, the General Conditions (1997 AIA Document A201) and Supplementary General Conditions, the General Requirements, the Specifications, and other documents as enumerated in Section 10 and Attachment #1 of this AGREEMENT, and including addenda issued prior to the execution of this AGREEMENT. The Contract Documents form the CONTRACT between the Owner and the Contractor. The CONTRACT represents the entire and integrated contract for the construction of the Work of the Project between the parties hereto and supersedes prior proposals, contracts, negotiations, or representations, either written or oral.

II. THE WORK OF THE CONTRACT. The Contractor shall execute the entire Work described in the Contract Documents, unless modified in Section XI of this AGREEMENT.

III. BASIS OF PAYMENT. The Work of the CONTRACT shall be performed on a lump sum basis.

IV. CONTRACT SUM. The Owner shall pay the Contractor the sum of

| |
|--|
| |
|--|

(and incorporates the acceptance of bid alternates as defined in sub-paragraph "A", below) for the Contractor's performance of the Work required by the Contract Documents, subject to modifications made by Owner approved Change Orders. If this CONTRACT calls for a unit price basis of payment, the contract sum stated above shall be adjusted by Change Order based upon multiplying the unit prices submitted by the Contractor on the Bid Form (and included herein as an Attachment to this CONTRACT) times (x) the actual quantities installed.

A. ACCEPTANCE OF ALTERNATES. The contract sum stated above is based on the acceptance of the following alternates, which are described in the Project Manual:

| <u>ITEM</u> | <u>ADD</u> | <u>DEDUCT</u> |
|-------------|------------|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |

V. DATES OF COMMENCEMENT AND COMPLETION OF THE WORK. The Owner's Representative will issue a written Notice to Proceed with the Work of the Project after receiving the required Performance Bond, Labor and Material Payment Bond, and Certificate of Insurance (in proper form and providing the required coverages and amounts from a company [or companies] acceptable to the Owner, and naming the Owner as an Additional Insured), and any other pre-construction submittals required by the Contract Documents. The Contractor hereby acknowledges and agrees that failure to provide such submittals in a timely manner shall not be cause to adjust the date(s) for completion of the Work.

- A. LIQUIDATED DAMAGES.** Owner and Contractor recognize that time is of the essence of this CONTRACT and that Owner will suffer financial loss if the Contractor has not achieved Substantial Completion and Final Completion of the Work within the time specified below, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.
- B. SUBSTANTIAL COMPLETION.** Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Owner two-hundred fifty dollars (\$250.00) for each calendar day that expires after one-hundred twenty (120) calendar days from Notice of Award until Substantial Completion is attained. The work is tentatively scheduled to begin on June 23, 2022 and be at Substantial Completion by October 21, 2022. Playground curbing, sidewalk leading to playground and retaining wall must be complete no later than August 15, 2022.
- C. FINAL COMPLETION.** After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work necessary to achieve Final Completion within ten (10) calendar days or any proper extension thereof granted by Owner, Contractor shall pay Owner two-hundred fifty dollars (\$250.00) for each day that expires after the time specified.

VI. PROGRESS PAYMENTS, REDUCTION OF RETAINAGE AND FINAL PAYMENT.

- A.** Unless otherwise specified elsewhere in the Contract Documents, the Contractor may submit monthly applications for progress payments ("Application for Payment") to the Owner's Representative. Each Application for Payment must be certified by the Architect or Engineer (if applicable), or the Owner's Representative if an Architect or Engineer has not been engaged for construction phase services. An Application for Payment shall be for a period of no less than one calendar month ending on the last day of the month, unless otherwise approved in writing by the Owner's Representative. Application forms shall be subject to Owner's approval. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor, in accordance with the Contract Documents. The Schedule of Values shall be approved by the Owner's Representative and the Architect or Engineer (if applicable) in advance of the Contractor's first Application for Payment and the approved schedule shall be used by the Contractor as the basis for submitting payment requests. The Owner's Representative and/or

Architect/Engineer's (if applicable) approval of the Schedule of Values shall not constitute a complete check for accuracy, and shall not relieve the Contractor from responsibility for errors of any sort.

- B. An Application for Payment (certified by the Architect or Engineer, if applicable) shall be submitted to the Owner's Representative no later than the fifth (5th) day of the month following the period for which the application is being submitted. In such case, the Owner shall make the progress payment to the Contractor not later than the twentieth day of the next month. A progress payment request on an Application for Payment (certified by the Architect or Engineer, if applicable) received by the Owner's Representative after the fifth (5th) day of a month shall be made by the Owner not later than forty-five days after receipt by the Owner's Representative.
- C. Based upon its review of the certified (by the Architect or Engineer, if applicable) Application for Payment, the Owner shall make a progress payment to the Contractor in such amount as the Owner reasonably determines is properly due, subject to a retainage of ten percent (10%) of the value of the Work completed and covered by the Application for Payment, less the aggregate of previous payments in each case. In determining the amount properly due, the Owner shall consider the value of labor, materials and equipment incorporated in the Work, or properly allocable to materials and equipment suitably stored at the site or at some other location previously agreed upon in writing by the parties. The Owner's Representative shall have the sole right to determine that materials or equipment stored off-site have been properly delivered, protected, and/or secured. The Owner's Representative (or the Architect or Engineer, if applicable) may nullify or withhold a Certificate of Payment, in whole or in part, for the reasons set forth in Section 9.5 of the General Conditions. Upon Substantial Completion of the Work, the Owner shall pay the Contractor a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Owner's Representative shall determine for incomplete work and unsettled claims.

VII. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner when **1)** the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and **2)** a final Certificate of Payment has been issued by the Architect/Engineer or Owner's Representative; such final payment shall be made by the Owner not more than forty-five (45) days after the receipt of the final Certificate of Payment by the Owner.

VIII. CHANGE ORDERS. The Owner and Contractor agree that changes in the Work are sometimes required and necessary, and that timely: **a)** submission of proposed changes in the Work or the scope of Work by the Owner, **b)** pricing by the Contractor, **c)** review by the Owner's Representative and/or Architect/Engineer, and **d)** final approval by the Owner are necessary in order to assure that the Work of the Project is completed on schedule. The Contractor hereby acknowledges and agrees that an increase in the scope of the Work does not grant or imply an increase in the Contract Time, unless specifically so stated on the final approved Change Order. The Contractor also agrees that any and all Work which deviates from the plans and specifications and/or results in additional Work performed by Contractor's forces, including those of his sub-contractor's, will not result in additional expense to the Owner, unless **finally approved both by the Owner and the Architect/Engineer (if applicable) prior to the additional Work being performed.** No claim for an addition to the Contract Sum shall be valid unless approved by a written Change Order signed by the Owner and the architect/engineer (if applicable) **prior to the additional Work being performed.**

IX. TERMINATION OR SUSPENSION. The CONTRACT may be terminated by the Owner or the Contractor as provided by Article 14 of the General Conditions. The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

X. ENUMERATION OF CONTRACT DOCUMENTS. The Contract Documents, except for modifications issued after the execution of this Agreement, consist of:

- A. this Standard Form of Agreement Between Owner and Contractor, of the Pleasure Driveway and Park District of Peoria, Illinois.
- B. the Plans or Drawings titled Park Improvements, dated May 24, 2022, and enumerated in ATTACHMENT #1 - "LIST OF DRAWINGS".
- C. Supplementary and other Conditions of the CONTRACT, and the Specifications, are those found in the Project Manual titled " Park Improvements-Trewyn Park ", and dated May 24, 2022 enumerated as follows:
 - 1) Supplementary Instructions to Bidders
 - 2) Contractor's Proposal, as accepted by the Owner
 - 3) General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition
 - 4) Supplementary General Conditions
 - 5) Major Subcontractor List
 - 6) Directory of Minority & Women Owned Business Enterprises
 - 7) Certification of Compliance for Listed Provisions and Laws
 - 8) Company Ownership Certification
 - 9) Peoria Park District Certificate of Equal Employment Opportunity Compliance for Contractors and Vendors
 - 10) Workforce Profile
 - 11) Minority/Women Owned Contact Sheet
 - 12) Performance Bond
 - 13) Labor and Material Payment Bond
 - 14) Proof of Insurance
 - 15) Specifications: Division 010000, "General Requirements"; Divisions 020000-350000 as applicable
 - 16) Attachment A.6 - Insurance Requirements
 - 17) Proof of Certified Payroll Submitted to IDOL per "The Illinois Prevailing Wage Act"

XI. MISCELLANEOUS PROVISIONS. Other Provisions of this Agreement are as follows:

This AGREEMENT is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect/Engineer (if any) for use in the administration of the CONTRACT, and one to the Owner.

OWNER:

CONTRACTOR :

(Signature)

(Signature)

ROBERT L. JOHNSON, SR., Park Board President

(Printed Name and Title)

ATTEST:

ATTEST:

ATTACHMENT #1 - LIST OF DRAWINGS

| <u>Number</u> | <u>Title</u> | <u>Date</u> |
|---------------|--------------------------------|---------------|
| | Cover Sheet | May 24, 2022 |
| 1 | Survey Sheet | March 1, 2022 |
| 2 | Demolition and Stormwater Plan | May 24, 2022 |
| 3 | Site Plan | May 24, 2022 |
| 4 | Grading Plan | May 24, 2022 |
| 5 | Detail Sheet 1 | May 24, 2022 |
| 6 | Detail Sheet 2 | May 24, 2022 |
| 7 | Detail Sheet 3 | May 24, 2022 |
| 8 | Detail Sheet 4 | May 24, 2022 |

PERFORMANCE BOND

**TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA
PEORIA, ILLINOIS**

KNOW ALL MEN BY THESE PRESENTS;

That _____

as Principal, and _____ as
corporation of the State of _____, as Surety, are held and firmly bound unto the
PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Oblige, in the amount of _____
(\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20 _____ entered into a contract
with Oblige for _____
in accordance with contract documents prepared by the Architect-Engineer, which Contract is by reference made a part hereof and
is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly and faithfully
perform the Contract and all changes thereof, and during the life of any guaranty or warranty required under the Contract, and, if
Principal shall fully secure and protect the Oblige from all liability and from all loss or expense of any kind, including all court
costs, engineering fees and attorneys' fees made necessary or arising from the failure, refusal or neglect of Principal to comply
with all obligations assumed by Principal in connection with the performance of the Contract and all changes thereof, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof. Whenever
Principal shall be and is declared to be in default under the Contract, Oblige having performed Oblige's obligations thereunder,
Surety shall, after notice of such default, reserve all rights against all parties, take over and complete the Contract and become
entitled to payment of the balance of any monies due or to become due to such defined Principal in accordance with the progress
of the work.

A condition of this Bond is that the Principal shall faithfully perform in accordance with the prevailing wage clause provided in
the bid specification or Contract pursuant to Illinois Compiled Statutes 820 ILCS 130/1 *et. seq.*

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named
herein.

Signed and Sealed this _____ day of _____, 20 _____.

CONTRACTOR

Contractor Firm Name

By: _____
Signature

Title

SURETY

Surety Name

By: _____
Attorney-in-Fact

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

LABOR & MATERIAL PAYMENT BOND

**TO: PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA
PEORIA, ILLINOIS**

KNOW ALL MEN BY THESE PRESENTS:

That: _____

as Principal, and _____

a corporation of the State of _____ as Surety, are held and firmly bound unto the PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, PEORIA, ILLINOIS, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20 _____, entered into a Contract with Obligee for _____

in accordance with contract documents prepared by the Architect-Engineer which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130/1 et. seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is defined as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.

2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, materialman or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the Contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between the Obligee and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.

4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

6. The Principal and Surety shall be liable for any attorneys fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this _____ day of _____, 20 _____.

CONTRACTOR

SURETY

Contractor Firm Name:

By: _____
Signature

By: _____
Attorney-in-Fact

Title

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

TO WHOM IT MAY CONCERN:

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

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

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PMT. | BALANCE DUE |
|-------|----------|-------------------|----------------|--------------|----------------|
| _____ | | | | | |
| _____ | | | | | |
| _____ | | | | | |
| _____ | | | | | |
| _____ | | | | | |
| _____ | | | | | |

TOTAL ALL LABOR AND MATERIAL TO COMPLETE

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

Signed this _____ day of _____, 20 ____.

Signature: _____

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

Notary Public

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned _____ ha _____ been employed by THE
PEORIA PARK DISTRICT to furnish material and labor for the _____
at the premises commonly known as _____
located in the City of _____, County of Peoria, State of Illinois.

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

Dated this _____ day of _____ 20 _____.

[Affix corporate seal here.]

(Name of sole owner, corporation or partnership)

ATTEST:

(Signature of secretary of corporation)

(Signature of sole owner or authorized
representative of corporation or partnership) (SEAL)

WAIVER OF LIEN

**GENERAL CONTRACTOR'S PARTIAL
TO COVER ONLY CERTAIN PAYMENTS**

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned _____ has been employed
by THE PEORIA PARK DISTRICT to furnish material and labor for the _____ at
the premises commonly known as _____

_____ located in the City of Peoria, County of Peoria, and State of Illinois.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of _____ Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged by the undersigned, does hereby waive and release to the extent only of the aforesaid amount of _____ Dollars, paid simultaneously herewith, any and all lien or right or claim of lien under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon and on the money, funds, or other consideration due or to become due from the owner on account of labor, services, material, fixtures, apparatus or machinery, furnished by the undersigned, to or on account of the said owner, for the above-described premises, but only to the extent of the payment aforesaid.

Dated this _____ day of _____, 20 _____.

[Affix corporate seal here]

(Name of sole owner, corporation or partnership)

ATTEST:

(Signature of secretary of corporation)

(SEAL)
(Signature of sole owner or authorized
representative of corporation or partnership)

SUB-CONTRACTOR'S FINAL WAIVER OF LIEN

[illegible]

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned _____
(sub-contractor)
has _____ been employed by _____
(general contractor)
to furnish material and labor for the _____ at the
premises commonly known as _____, in the City of _____,
County of Peoria, State of Illinois.

The undersigned, for and in consideration of _____

_____ (\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do _____ hereby waive and release any and all lien or claim or right of lien under the statutes of the State of Illinois relating to Mechanics Liens, on the above described premises and improvements thereon and on the money, funds or other considerations due or become due from the owner on account of labor or services, material, fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises.

Dated this _____ day of _____, 20_____.

[Affix corporate seal here.]

ATTEST: _____

(Name of sole owner, corporation or partnership)

(Signature of sole owner or authorized
representative of corporation or partnership)

_____(SEAL)
(Signature of secretary of corporation)

SUB-CONTRACTOR'S PARTIAL
TO COVER ONLY CERTAIN PAYMENTS

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Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ► | Date ► |
|-----------|----------------------------|--------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

A complete copy of AIA Document A201, 1997 Edition, with Supplementary General Conditions incorporated, is available for review in the Peoria Park District's Planning, Design and Construction Office.

SUPPLEMENTARY GENERAL CONDITIONS

1. A. **"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"**, AIA Document A201, 1997 Edition, published by the American Institute of Architects, including revisions adopted before the date of the Project Manual, is hereby made part of these Specifications with same force and effect as though set forth in full.
 - B. The following modifies, changes, deletes from or adds to the General Conditions of the Contract for Construction (AIA Document A201, Fourteenth Edition, 1997). Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.
 - C. Parenthesis () indicates the appropriate section and Subparagraph of the General Conditions which each paragraph of the Supplementary General Conditions modifies or refers to.
2. **INSERT THE FOLLOWING PHRASE TO PARAGRAPH (1.1.1) AFTER THE WORDS "The Contract Documents consist of the Agreement Between Owner and Contractor (hereinafter the Agreement)":**

“the Contractor's Bid, the Advertisement for Bids, the Instructions to Bidders, sample forms and addenda relating to these,”

DELETE THE LAST SENTENCE OF PARAGRAPH (1.1.1).

3. **ADD THE FOLLOWING SENTENCES TO END OF PARAGRAPH (1.2.1):**

The Contractor shall notify the Owner's Representative immediately if discrepancies are discovered. Full-size or large-scale details or drawings shall govern small-scale drawings that the former are intended to amplify. Dimensions from drawings shall not be determined by scale or rule. Where the Drawings and Specifications conflict with each other or with themselves, the Owner's Representative (in consultation with the Architect, if any) will decide which conflicting requirement governs. Should discrepancies or doubt occur, Contractor shall not proceed with the Work without clarification from the Owner. Contractor shall request clarification in a reasonable time to avoid delays and increases in the Contract Sum.

ADD THE FOLLOWING PARAGRAPHS TO SECTION (1.2):

1.2.4 If any item or material shown on the Drawings is omitted from the Specifications, or vice-versa (except when the Drawings and Specifications clearly exclude such omitted item), and when such item or material is clearly required to complete the detail shown or specified, the Contractor shall furnish and install such item or material of the type and quality established by the balance of the detail shown and specified at no increase to the Contract Sum.

1.2.5 Where a typical or representative detail is shown on the Drawings, this detail shall constitute the standard for workmanship and materials throughout those parts of the Work.

1.2.6 Any Summary of Work as outlined in the Specifications shall not be deemed to limit the work required by the Contract Documents. The Contractor and each Subcontractor shall be responsible for carefully examining all Drawings, including all details, plans, elevations, sections, schedules and diagrams for each particular type of work, and for coordinating the Work described in the Drawings, with the related Specifications. The Contractor shall also be responsible for determining the exact scope of work for each type of work per the Contract Documents and Contractor shall endeavor to check cross-references of work excluded from any division. The Contract Sum is deemed to be based on a complete installation. When additional details or instructions are clearly required to complete the work, the Contractor is deemed to have made an allowance in the Contract Sum for completion of such Work consistent with the local standard of care.

1.2.7 The Drawings are intended to show the arrangement, design and extent of the Work and are schematic in nature. They are not to be scaled for roughing-in measurements or used as shop drawings.

4. ADD THE FOLLOWING PARAGRAPH TO SECTION (1.5):

1.5.3 Neither any oral representation by or oral agreement with any officer, agent, or employee of Owner or Architect before execution of this Contract shall affect or modify any of the Contractor's rights or obligations hereunder. Contractor is not aware of any facts that make misleading or inaccurate in any material respect any information Owner or Architect has furnished to Contractor which would have a material adverse affect on the Contract Time or Contract Sum which Contractor has not advised Owner or Architect of, and if, during the course of the performance of the Work, Contractor learns of any such facts it will so advise Owner. Contractor shall not be entitled to any adjustments in the Contract Time or the Contract Sum as a consequence of Contractor's breach of the terms of this Subparagraph.

5. IN PARAGRAPH (1.6.1) DELETE THE WORD "Architect" IN THE FOURTH SENTENCE AND REPLACE IT WITH THE WORD "Owner".

DELETE SENTENCES #7, #8, #9 STARTING WITH "The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are"

6. DELETE PARAGRAPH (2.2.3) IN ITS ENTIRETY.

7. ADD THE FOLLOWING SENTENCE AT THE END OF PARAGRAPH (2.3.1):

"The Owner shall not be liable for any extra cost incurred by the Contractor by such an order."

8. IN PARAGRAPH (2.4.1) DELETE THE SECOND TO LAST SENTENCE.

9. IN PARAGRAPH (3.2.1, 3.2.2 AND 3.2.3) AFTER THE WORD "Architect" ADD THE WORDS "and Owner".

10. ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.2):

3.2.4 Before starting any work, the Contractor shall examine work performed by others to which his work adjoins or is applied to and report to the Owner's Representative any conditions that will prevent the satisfactory accomplishment of his work. Failure to notify the Owner's Representative of deficiencies or faults in preceding work prior to commencing work shall constitute acceptance thereof and waiver of any claim of its unsuitability.

11. ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.4):

3.4.4 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project site and he shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown on the Project Drawings.

3.4.5 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Owner's Representative or other representative of Owner to observe the materials.

12. ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.5):

3.5.2 The Contractor agrees to assign to the Owner any and all manufacturer's warranties relating to materials and equipment furnished as part of the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties subject to installation directives and other terms of the Contract Documents. The Contractor agrees to deliver to the Owner, upon final payment, such assignments along with or as part of a reference manual, in form and detail reasonably acceptable to Owner, showing all such warranties and guarantees provided by the Contractor and Subcontractors. Such warranties and guarantees shall commence no sooner than the date of purchase from the supplier.

3.5.3 The warranty of Contractor provided in Paragraph 3.5 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work, if they are broader, and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party warranties or which otherwise results in prejudice to the rights of the Owner under such warranties subject to installation directives and other terms of the Contract Documents. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right of enforcement of such warranty obligations.

13. IN PARAGRAPH (3.6.1), DELETE THE WORD "Sales".

ADD THE FOLLOWING AT THE END OF PARAGRAPH (3.6.1):

The Peoria Park District is exempt from Federal, State and Local taxes. A certificate of exemption will be furnished upon request.

14. IN PARAGRAPH (3.10.2) BEFORE THE WORD "Architect's" ADD THE WORDS "Owner's and".

IN PARAGRAPH (3.10.2) AFTER THE WORD "Architect" ADD THE WORDS "and Owner's Representative".

ADD THE FOLLOWING PARAGRAPHS TO SECTION (3.10):

3.10.4 The construction schedule shall provide for the most expeditious and practicable execution of the Work. The Contractor shall also work closely with the Owner to confirm that the construction schedule accurately reflects the status of the Project. The Contractor's construction schedule shall be updated every month by the Contractor and submitted to the Owner.

- .1** Whenever it becomes apparent from the updated construction schedule that any substantial completion previously established by the construction schedule cannot be met, the Contractor shall, at the Owner's request, take any or all of the following actions with no increase to the Contract Sum or Contract Time (unless the delay is caused by an event set forth in paragraph 8.3 of these General Conditions thereby permitting adjustment of the Contract Sum and/or Contract Time under Paragraph 4.3.5 of these General Conditions):

- .1.1** Increase construction manpower to substantially return the Project to schedule;
- .1.2** Increase the number of working hours per shift, shifts per day or the amount of construction equipment or any combination of the foregoing which will substantially return the Project to schedule;
- .1.3** Reschedule activities to concurrently accomplish activities, to the maximum degree practicable, in the time required by the Contract Documents.

If the Contractor fails to take any of these actions Owner shall have the notice and other rights set forth in Paragraph 2.4.

15. IN PARAGRAPH (4.1.1) DELETE THE FIRST SENTENCE AND SUBSTITUTE THE FOLLOWING:

"The Architect, Owner's Representative, and Owner's Project Manager are defined in Paragraph C of "Section 01000 - General" of "Division 01000 - General Requirements".

16. IN PARAGRAPH (4.2.1) DELETE THE WORDS "and will be an Owner's Representative".

17. IN PARAGRAPH (4.2.2) DELETE THE WORDS "as a representative of the Owner".

18. IN PARAGRAPH (4.2.4) IN THE FIRST SENTENCE SUBSTITUTE THE WORD "Architect" FOR THE WORD "Owner" AND SUBSTITUTE THE WORD "Owner" FOR THE WORD "Architect".

19. IN PARAGRAPH (4.2.5) DELETE THE WORD "Architect's" AND "Architect" AND SUBSTITUTE THE WORDS "Owner Representative's" AND "Owner Representative".

20. IN PARAGRAPH (4.2.6) IN THE SECOND SENTENCE AFTER THE WORDS "will have authority" INSERT THE WORDS "upon written authorization from the Owner".

21. IN PARAGRAPH (4.2.8) DELETE THE WORD "prepare" AND SUBSTITUTE THE WORDS "assist the Owner's Representative in preparing".

22. IN PARAGRAPH (4.2.9) DELETE THE WORD "Architect" AND SUBSTITUTE WORDS "Owner's Representative, assisted by the Architect".

23. IN PARAGRAPH (4.2.11) IN THE FIRST SENTENCE DELETE THE WORDS "and decide".

24. IN PARAGRAPH (4.2.12) IN THE FIRST SENTENCE DELETE THE WORD "and decisions".

IN PARAGRAPH (4.2.12) IN THE SECOND SENTENCE DELETE THE WORDS "and initial decisions" AND "or decisions".

25. ADD PARAGRAPH TO SECTION (4.2):

4.2.14 Notwithstanding any other provision of this Agreement to the contrary, the Architect shall have no authority to order or approve any material deviation from the Contract Documents, whether or not such deviation affects the Contract Sum or other Substantial Completion Date (as defined herein). In the event any such deviation is sought, prior written approval from the Owner's Representative and the Owner must be obtained. The Architect may decide quality issues and may approve non-material deviations from the Contract Documents.

- 26. IN PARAGRAPH (4.3.4) IN THE FOURTH SENTENCE DELETE THE WORD "decision" AND SUBSTITUTE THE WORD "recommendation".**

IN PARAGRAPH (4.3.4) IN THE LAST SENTENCE DELETE THE WORD "determination" AND SUBSTITUTE THE WORD "recommendation".

- 27. DELETE PARAGRAPH (4.3.10) IN ITS ENTIRETY.**

- 28. DELETE PARAGRAPH (4.4.1) AND SUBSTITUTE THE FOLLOWING:**

"Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be initially referred in writing to the Architect for a recommendation."

- 29. IN PARAGRAPH (4.4.2) AFTER "(2)" ADD THE WORD "recommend" AND CHANGE THE WORD "reject" TO "rejecting".**

IN PARAGRAPH (4.4.2) AFTER "(3)" ADD THE WORD "recommend" AND CHANGE THE WORD "approve" TO "approving".

IN PARAGRAPH (4.4.2) AT THE END OF THE SENTENCE DELETE THE WORD "resolve" AND ADD THE WORDS "make recommendation on".

- 30. IN PARAGRAPH (4.4.3) DELETE THE WORD "decision" AND SUBSTITUTE THE WORD "recommendation".**

- 31. IN PARAGRAPH (4.4.4) IN THE LAST SENTENCE DELETE THE WORDS "either reject or approve the Claim" AND SUBSTITUTE THE WORDS "provide a recommendation regarding the Claim in accordance with Paragraph 4.2.2".**

IN PARAGRAPH (4.4.4) AT THE END OF THE LAST SENTENCE DELETE THE WORDS "in whole or in part."

- 32. DELETE PARAGRAPHS (4.4.5) AND (4.4.6) IN THEIR ENTIRETY.**

- 33. IN PARAGRAPH (4.4.8) DELETE THE WORD "resolution" AND SUBSTITUTE THE WORDS "final recommendation".**

IN PARAGRAPH (4.4.8) AFTER THE WORD "Architect," ADD THE WORD "or".

IN PARAGRAPH (4.4.8) AT THE END OF THE SENTENCE DELETE THE WORDS "or by arbitration".

- 34. IN PARAGRAPH (4.5.1) DELETE THE WORD "decision" AND SUBSTITUTE THE WORD "recommendation".**

IN PARAGRAPH (4.5.1) DELETE THE WORDS "arbitration or".

35. IN PARAGRAPH (4.5.2) IN THE SECOND SENTENCE DELETE THE WORDS “a demand for arbitration” AND SUBSTITUTE THE WORDS “legal or equitable proceedings”.

IN PARAGRAPH (4.5.2) AFTER THE WORDS “proceed in advance of” DELETE THE WORDS “arbitration or”.

36. IN PARAGRAPH (4.5.3) DELETE THE FIRST SENTENCE.

37. DELETE SECTION (4.6) IN ITS ENTIRETY.

38. IN PARAGRAPH (5.2.1) DELETE THE FIRST SENTENCE AND SUBSTITUTE:

“The subcontractors/suppliers listed by the Contractor on the Major Subcontractor/Supplier List (submitted with the Bid) shall not be changed without the written consent of the Owner.”

IN PARAGRAPH (5.2.1) IN THE SECOND SENTENCE DELETE THE WORDS “Architect will” AND SUBSTITUTE THE WORDS “Owner’s Representative will”.

IN PARAGRAPH (5.2.1) IN THE SECOND SENTENCE AFTER THE WORDS “promptly reply to” ADD THE WORDS “any request made by”.

IN PARAGRAPH (5.2.1) IN THE SECOND SENTENCE AFTER THE WORDS “any such proposed” ADD THE WORDS “change in”.

IN PARAGRAPH (5.2.1) IN THE LAST SENTENCE DELETE THE WORDS “Owner or Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.

IN PARAGRAPH (5.2.1) IN THE LAST SENTENCE DELETE THE WORD “promptly” AND ADD THE WORDS “within 10 calendar days (of receipt of written request for such change from the Contractor)”.

39. IN PARAGRAPH (6.2.2) BEFORE THE WORD “Architect” ADD THE WORDS “Owner and”.

40. IN PARAGRAPH (6.3.1) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORD “Owner”.

41. IN PARAGRAPH (7.2.1) DELETE THE WORDS “the Architect” AND SUBSTITUTE THE WORDS “the Owner’s Representative”.

ADD THE FOLLOWING PARAGRAPHS TO SECTION (7.2):

7.2.3 A Change Order shall include all of the Contractor’s costs associated therewith.

7.2.4 The Contractor shall not accept any request for a Change Order from any person other than the Owner and may not perform any work asserted to constitute a change in the Work until the Owner has approved the Change Order in writing, unless the Owner authorizes the Contractor, in writing, to proceed with a change prior to the Owner's final approval. Notwithstanding anything to the contrary herein, the Contractor shall not charge for overtime services in the performance of any Change Order Work, unless the Owner has specifically authorized overtime in writing. Owner may competitively bid changes in the Work and Contractor, Subcontractor and suppliers shall provide Owner with all documents Owner requests to facilitate such competitive bidding of changes in the Work.

7.2.5 There shall be no change in the Work, whether an alteration or addition to the Contract Sum or to any amounts due under the Contract Documents or to a change in the Contract Time, unless and until such alteration or addition has been authorized by a written Change Order executed and issued in accordance and compliance with the requirements with this Article 7 or by written authorization to proceed with such change in the Work signed by the Owner or as otherwise provided pursuant to the Contract Documents. The requirements set forth in this Paragraph 7.2.5 are of the essence. No claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not any such unjust enrichment to the Work or to the Owner in fact exists, shall form the basis of any claim for an increase in any amount due under the Contract Documents or a change in the Contract Time, and the terms of a fully-executed Change Order shall be conclusive.

- 42. IN PARAGRAPH (7.3.1) DELETE THE WORDS "the Architect" AND SUBSTITUTE THE WORDS "the Owner's Representative".**
- 43. IN PARAGRAPH (7.3.4) DELETE THE WORDS "the Architect" AND SUBSTITUTE THE WORDS "the Owner's Representative".**
- 44. IN PARAGRAPH (7.3.6) IN THE FIRST SENTENCE DELETE THE WORD "determined" AND SUBSTITUTE THE WORD "recommended".**
- 45. IN PARAGRAPH (7.3.7) IN THE FIRST SENTENCE AFTER THE WORD "Architect" ADD THE WORDS "and the Owner's Representative".**
- 46. IN PARAGRAPH (7.3.8) DELETE THE WORDS "the Architect" AND SUBSTITUTE THE WORDS "the Owner's Representative".**
- 47. IN PARAGRAPH (7.3.9) DELETE THE WORD "determination" AND SUBSTITUTE THE WORD "recommendation".**
- 48. IN PARAGRAPH (8.1.3) DELETE THE WORD "Architect" AND SUBSTITUTE THE WORDS "Owner's Representative".**
- 49. ADD THE FOLLOWING PARAGRAPHS TO SECTION (8.2) .**

8.2.4 All work shall be "Substantially Complete" as required by the **Instructions to Bidders** and the **Agreement Between Owner and Contractor**.

8.2.5 It is further agreed that said completion schedule is reasonable, and the Contractor shall prosecute said work regularly, diligently and continuously at such rate of progress as will insure full completion thereof within the time specified.

8.2.6 Provided, however, the following exceptions:

- .1 Any preference, priority or allocation order duly issued by the United States Government.
- .2 Any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including acts of God, or of a public enemy, acts of the Owner, acts of another Contractor in performance of a separate contract with the Owner, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. The criteria on which the unusually severe weather shall be based is the average precipitation/temperatures received in the project area, as recorded over a period of the last five (5) years at the local area United States Weather Station. Any extension of time due to unusually severe weather must be requested by the Contractor on the basis of documented records of the actual precipitation/temperatures during the contract time period, compared with the normal/average for the area. Also, the criteria shall include the number of excessive precipitation or extreme cold days (i.e., days in which the temperature would adversely affect the type of work being constructed) over the same period and whether or not the Contractor's force worked on said days or stage of construction was affected.
- .3 Any delays of subcontractors occasioned by any of the causes specified in this paragraph.

8.2.7 Provided further that the Contractor shall, within seven (7) days from the beginning of any such delay during the performance of the Contract, notify the Owner's Representative in writing of the alleged cause of such delay.

50. IN PARAGRAPH (8.3.1) DELETE THE WORDS “and arbitration”.

IN PARAGRAPH (8.3.1) DELETE THE WORD “determine” AND SUBSTITUTE THE WORD “recommend”.

51. DELETE PARAGRAPH (9.2.1) AND SUBSTITUTE THE FOLLOWING:

“Before the first Application for Payment, the Contractor shall submit to the Owner’s Representative a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner’s Representative may require. This schedule, unless objected to by the Architect and Owner’s Representative, shall be used as a basis for reviewing the Contractor’s Applications for Payment.”

52. IN THE FIRST SENTENCE OF (9.3.1), CHANGE "ten" TO "forty five”.

IN PARAGRAPH (9.3.1) IN THE FIRST SENTENCE DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.

ADD THE FOLLOWING TO THE END OF PARAGRAPH (9.3.1):

Payment requests shall consist of AIA Documents #702 "Application and Certificate for Payment"; AIA #703 "Continuation Sheet"; Contractors Affidavit of Payment to Subcontractors and Suppliers; Weekly Workforce Reports; Certified Payroll Form; and Waivers of Lien. (Waivers of Lien are required from the general contractor in the full amount of the current payment application, and from all subcontractors, suppliers, or workers who provide more than \$10,000 of project material/labor of the Work. The waiver shall be in the amount(s) listed in the Contractor's Affidavit.) For final payment, the general contractor shall also provide a Waiver of Lien in the full amount of the contract price.

The Waiver of Lien and Contractor Affidavit forms used shall be the Peoria Park District's standard form(s): 1) "Final Waiver of Lien" (for general contractors), 2) "Waiver of Lien - General

Contractor's Partial To Cover Only Certain Payments", 3) "Sub-Contractor's Final Waiver of Lien", 4) "Waiver of Lien - Sub-Contractor's Partial To Cover Only Certain Payments, and 5) "Contractor's Affidavit". (These forms are included in the Project Manual, and are the required Waiver of Lien forms for the project.)

(If the Contractor is unable to provide the required sub-contractor waiver at the time the application for payment is submitted (preferred method) alternatively, it may be provided at the time that payment is delivered by the District. If the sub-contractor waiver(s) still cannot be provided at that time, the District will provide "two-party" checks in which the Contractor and the sub-contractor are named jointly as payees.)

Format of AIA #703 shall follow that of "Schedule of Values". (See Division 01000 Article IV.) All payment requests shall reflect retainage in the amount of 10% of completed work.

53. IN PARAGRAPH (9.3.1.1) DELETE THE WORDS “or by interim determination of the Architect, but not yet included in Change Orders”.

54. ADD THE FOLLOWING SUB-PARAGRAPHS TO PARAGRAPH (9.3.1):

9.3.1.3 Upon Substantial Completion, the Owner will pay 95% percent of the amount due to the Contractor on account.

9.3.1.4 Monthly progress payments will be made by the Owner on projects lasting more than sixty days (from award of the bid to the Substantial Completion date given in the Supplementary Instructions to Bidders).

55. ADD THE FOLLOWING SUB-PARAGRAPHS TO PARAGRAPH (9.3.2):

9.3.2.1 Material stored on site will be considered for payment only when a Schedule of Stored Materials with appropriate values accompany the payment request as an attachment.

9.3.2.2 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the contract.

56. IN PARAGRAPH (9.4.1) DELETE THE WORDS “Architect” AND “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative” AND “Owner’s Representative’s”.

IN PARAGRAPH (9.4.1) DELETE THE PHRASE "with a copy to the Contractor".

57. IN THE FIRST SENTENCE OF PARAGRAPH (9.4.2) DELETE THE WORD “Architect”.

IN THE FIRST SENTENCE OF PARAGRAPH (9.4.2) AFTER THE WORDS “Architect’s” ADD THE WORDS “and Owner’s Representative’s”.

IN THE FOURTH SENTENCE OF PARAGRAPH (9.4.2) DELETE THE WORDS “Architect has” AND SUBSTITUTE THE WORDS “Owner’s Representative and Architect have”.

58. IN PARAGRAPH (9.5.1) DELETE THE WORDS “Architect” AND “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative AND “Owner’s Representative’s”.

59. **IN PARAGRAPHS (9.6.1, 9.6.3, AND 9.6.4) DELETE THE WORDS “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
60. **IN PARAGRAPH (9.7.1) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
- IN PARAGRAPH (9.7.1) DELETE THE WORDS “or awarded by arbitration”.**
61. **IN PARAGRAPH (9.8.2) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
62. **IN THE FIRST SENTENCE OF PARAGRAPH (9.8.3) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative assisted by the Architect”.**
- IN THE SECOND AND THIRD SENTENCES OF PARAGRAPH (9.8.3) DELETE THE WORDS “Architect’s” and “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative’s” and “Owner’s Representative”.**
63. **IN PARAGRAPH (9.8.4) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
64. **IN PARAGRAPH (9.9.1) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
65. **IN PARAGRAPH (9.10.1) IN THE FIRST SENTENCE AFTER THE FIRST TWO APPEARANCES OF THE WORD ‘Architect’ ADD THE WORDS “and Owner’s Representative”.**
- IN PARAGRAPH (9.10.1) DELETE THE THIRD AND FOURTH APPEARANCES OF THE WORD “Architect” and “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative” and “Owner’s Representative’s”.**
- IN PARAGRAPH (9.10.1) AFTER THE FIFTH APPEARANCE OF THE WORD “Architect’s” ADD THE WORDS “and Owner’s Representative’s”.**
- IN THE LAST SENTENCE OF PARAGRAPH (9.10.1) DELETE THE WORD “Architect’s” AND SUBSTITUTE THE WORDS “Owner’s Representative’s”.**
66. **IN PARAGRAPH (9.10.2) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORD “Owner’s Representative”.**
67. **ADD THE FOLLOWING SUB-PARAGRAPH TO PARAGRAPH (9.10.2):**
- 9.10.2.1** When all items including items noted within Division 1000 General Requirements are found to be complete and in conformance with the Contract Documents, a final payment will be issued.
68. **IN PARAGRAPH (9.10.3) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.**
69. **IN PARAGRAPH (11.1.1) IN THE FIRST SENTENCE AFTER THE PHRASE “as will protect the Contractor” ADD THE WORDS “Architect and Owner”.**

- 70. IN PARAGRAPH (11.1.2), IN THE FIRST SENTENCE DELETE THE WORDS “limits of liability specified in the Contract Documents” AND SUBSTITUTE THE WORDS “limits required in ‘Attachment A – Project Specific Insurance Requirements’ (which is included as the last section of the Project Manual and the requirements therein shall be made part of the Contract Documents),”.**

IN PARAGRAPH (11.1.2) AFTER THE FIRST SENTENCE ADD:

“In addition, if any of the work occurs within fifty feet of an active railroad line and the Contractor’s general liability coverages provide for exclusions of coverage when working on or near a railroad, the Contractor shall provide a separate Railroad Protective Liability Insurance Policy naming the railroad as the insured party, with the coverage limits required by that railroad.”

- 71. IN PARAGRAPH (11.1.3), AFTER THE WORDS “Certificates of insurance” ADD THE WORDS “and endorsements to the insurance policy(s) which are”.**

IN PARAGRAPH (11.1.3) AFTER THE WORDS “acceptable to the Owner” ADD THE WORDS “and naming the Owner, their agents and consultants as additional insured”.

ADD THE FOLLOWING SUB-PARAGRAPHS TO PARAGRAPH (11.1)

11.1.4 The Contractor may, at his option, furnish Owner’s Protective Liability Insurance in lieu of naming the Owner Additional Insured on the Contractor’s policy, as required above. This insurance shall protect the Owner from claims as set forth in Paragraph 11.1.1 of the General Conditions, and to the limits required herein, as shown in “Attachment A”.

11.1.5 The Contractor shall furnish two copies of each of the required Certificates or Endorsements for each copy of the Agreement which shall specifically set forth evidence of all coverage required by the Contract Documents. The form of the Certificate(s) or Endorsement(s) shall be those as required in “Attachment A”. The Contractor shall also furnish to the Owner copies of any endorsements which limit coverage, or are subsequently issued amending coverage or limits of coverage.

- 72. DELETE PARAGRAPHS (11.3.1, 11.3.2, AND 11.3.3) IN THEIR ENTIRETY.**

- 73. DELETE PARAGRAPH (11.4.1) AND SUBSTITUTE:**

“If the work of the project is being completed by one general or prime contractor rather than multiple prime contractors, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full replacement value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

- 74. AT THE END OF PARAGRAPH (11.4.1.1) ADD THE FOLLOWING SENTENCE: “The form of policy for this coverage shall be “Completed Value”.**

- 75. DELETE PARAGRAPH (11.4.1.2) IN ITS ENTIRETY.**

76. DELETE PARAGRAPH (11.4.1.3) IN ITS ENTIRETY AND SUBSTITUTE:

“If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractors shall be responsible for payment of appropriate part of any deductibles in the event claims are paid on their part of the Project.”

77. DELETE PARAGRAPHS (11.4.3, 11.4.4, AND 11.4.5) IN THEIR ENTIRETY.

78. DELETE PARAGRAPH (11.4.6) AND SUBSTITUTE:

“The Contractor shall file two certified copies of all policies with the Owner before exposure to loss can occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

79. DELETE PARAGRAPHS (11.4.7, 11.4.8, 11.4.9, AND 11.4.10) IN THEIR ENTIRETY.

80. DELETE PARAGRAPH (11.5.1) AND SUBSTITUTE:

“The Contractor shall furnish a Performance Bond and a separate Labor and Material Payment Bond, each for one hundred percent (100%) of the Contract Sum. Form of these bonds shall be as provided by the Owner in the Project Manual and no other form will be accepted. The Surety shall be authorized to do business in the State of Illinois and be acceptable to the Owner.

81. IN PARAGRAPH (12.1.1) DELETE THE WORD “Architect’s” AND SUBSTITUTE WORDS “Owner’s Representative’s and Architect’s”. DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.

82. IN PARAGRAPH (12.1.2) AFTER THE WORD “Architect” ADD THE WORDS “and Owner’s Representative”.

83. IN PARAGRAPH (12.2.1.1) AFTER THE WORD “Architect” ADD THE WORDS “and Owner’s Representative”.

84. IN PARAGRAPH (13.5.4) AFTER THE WORD “Architect” ADD THE WORDS “and Owner’s Representative”.

85. IN PARAGRAPH (14.1.1.3) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.

86. IN PARAGRAPH (14.2.2) DELETE THE PHRASE “, upon certification by the Architect that sufficient cause exists to justify such action,”.

87. IN PARAGRAPH (14.2.4) DELETE THE WORD “Architect” AND SUBSTITUTE THE WORDS “Owner’s Representative”.

88. DELETE PARAGRAPH (14.4.3) IN ITS ENTIRETY AND SUBSTITUTE:

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination. In no event, however, will such amounts exceed the Contract Sum reduced by the amount of prior payments except for increases pursuant to the claims procedure in the Contract Documents. Subcontracts, subsubcontracts, and purchase orders will contain appropriate provisions for termination for convenience under this Paragraph 14.4.

89. ADD THE FOLLOWING ARTICLE 15: LABOR, SAFETY AND WAGE STANDARDS TO THE GENERAL CONDITIONS OF THE CONTRACT:

**ARTICLE 15
LABOR, WAGE, SAFETY, AND OTHER STANDARDS**

15.1 LABOR STANDARDS. All employers shall comply with the Employment of Illinois Workers on Public Works Act [30 ILCS 570/1 to 570/7].

15.2 WAGE STANDARDS.

15.2.1 PREVAILING WAGE ACT: Wages and benefits to employees shall comply with all Federal and State of Illinois statutes pertaining to public works projects and specifically: Wages of Employees on Public Works [820 ILCS 130/1 - 12].

15.2.2 Not less than the prevailing rate of wages as determined by the Park District or the Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

15.2.3 The terms "general prevailing rate of hourly wages", "general prevailing rate of wages" or "prevailing rate of wages" when used in this Act mean the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

15.2.4 PREVAILING WAGE ACT/FOIA
Contractors and subcontractors shall submit proof to the Park District of certified payroll submission to the Illinois Department of Labor on a monthly basis in compliance with the Illinois Prevailing Wage Act. These records will be kept by the Park District for three years and may be reviewed by others through the Freedom of Information Act (FOIA). The Park District will exclude employee's address, telephone number, and social security number from public inspection.

15.3 SAFETY STANDARDS.

15.3.1 PROTECTION OF PERSONS AND PROPERTY: The Contractor and his subcontractors shall, at all times, comply with applicable provisions of Federal, State and Local laws.

15.3.1.1 The Contractor and his sub-contractors shall have written programs complying with Occupational Safety and Health Administration standards and/or Illinois Department of Labor requirements including, but not limited to the following: hazardous communications, hearing conservation, respirator use, confined space entry, scaffolding,

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ladders, ventilation, flammable and combustible liquids, and lockout/tagout. The Contractor shall submit documentation of their programs at the request of the Owner's Representative, or Occupational Safety and Health Administration and/or Illinois Department of Labor officials.

15.4 EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION/SEXUAL HARASSMENT

15.4.1 During the performance of the contract, the contractor agrees to the following:

15.4.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

15.4.1.2 That, if it hires additional employees in order to perform his contract or any portion thereof, it will determine the availability (in accordance with the Rules and Regulations of the Illinois Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

15.4.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability or an unfavorable discharge from military service.

15.4.1.4 That it will have a written sexual harassment policy to include at the minimum, the following:

15.4.1.4.1 a definition of sexual harassment under the law;

15.4.1.4.2 a description of sexual harassment utilizing examples;

15.4.1.4.3 a formalized complaint procedure;

15.4.1.4.4 a statement of victim's rights;

15.4.1.4.5 directions on how to contact the Illinois Department of Human Rights. Out-of-state companies must provide directions for filing with the enforcement agency within their state. Companies that issue a standard policy for all business locations must prepare an addendum providing directions on how to contact the appropriate enforcement agency; and

15.4.1.4.6 A recitation that there cannot be any retaliation against employees who elect to file charges.

15.4.1.4.7 In addition, it is recommended that the employer post a copy of the sexual harassment policy in a prominent and accessible location and distribute it in a manner to assure notice to all employees on an annual basis.

15.4.1.4.8 The Illinois Human Rights Act specifically provides that all documents may meet, but cannot exceed, the sixth-grade literacy level. Therefore, the employer's sexual harassment policy must be stated in plain language and in "laymen's terms".

15.4.1.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

15.4.1.6. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

15.4.1.7. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

15.4.1.8. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

15.4.2 In the event of the contractor's non-compliance with the provisions of the Illinois Human Rights Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

END OF SUPPLEMENTARY GENERAL CONDITIONS

DIVISION 010000 GENERAL REQUIREMENTS

SECTION 010000 - GENERAL

A. SUMMARY OF THE WORK

1. The Work covered under this Contract consists of that work described by the Invitation to Bid, the Instructions/Supplemental Instructions to Bidders, the Bid/Proposal Form, the General/Supplemental Conditions of the Contract, these General Requirements, the Plans, and the Technical Specifications.
2. The Contractor shall be responsible for all items incidental to the scope of the Work intended by the bidding documents as per A.1 above, including but not limited to, expenses incurred by the requirements of various Sections of Division 010000, unless specifically stated otherwise herein.
3. Changes to the Work as required by approved Change Orders shall be at the expense of the Owner, however, requests for additional payments made after the fact will not be considered.

B. OCCUPANCY BY OWNER.

1. The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the understanding that such occupancy shall in no way constitute acceptance of the work, in whole or in part, or of any work performed under the Contract, provided that such occupancy does not substantially interfere with completion of the work by the Contractor.

SECTION 012600 - CHANGE ORDERS

A. OWNER'S REPRESENTATIVE'S FIELD ORDERS

1. From time to time during progress of the Work the Owner's Representative may issue an "Owner's Representative's Field Order" which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.
2. Should the Contractor consider that a change in Contract Sum or Contract Time is required he shall submit an itemized proposal to the Owner's Representative **immediately and before proceeding with the Work**. If the proposal is found to be satisfactory and in proper order, the Field Order will be superseded by a Change Order.

B. PROPOSAL REQUESTS

1. From time to time during the progress of work the Owner's Representative may issue a "Proposal Request" for an itemized quotation for changes to the Work which may result in a change to the Contract Sum or Contract Time. This document **is not a Change Order** and is not a direction to proceed with the changes described therein.

C. CHANGE ORDERS

1. Change Orders are written documents describing changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof. Change Orders must be signed by both the Owner and the Architect/Owner's Representative prior to proceeding with the Work subject to the Change Order. **REQUESTS FOR "EXTRA'S" OR OTHER ADDITIONAL PAYMENTS OVER AND ABOVE THE CURRENT CONTRACT SUM WILL NOT BE CONSIDERED WITHOUT THE PRIOR, WRITTEN APPROVAL OF BOTH THE OWNER AND THE OWNER'S REPRESENTATIVE.**
 - a) INITIATION. Change Orders may be initiated by a "Field Order" or "Proposal Request" per paragraphs "A" and "B" above. In addition, either the Contractor or Owner (or Owner's Representative) may initiate a Change Order through:
 - 1) Discovery of a discrepancy in the Contract Documents,
 - 2) Discovery of concealed conditions or,
 - 3) Discovery, during the course of the Work, of methods of accomplishing the Work in a better or more economical manner.
 - b) PROCESSING CHANGE ORDERS.
 - 1) Change Orders will be dated and will be numbered in sequence.
 - 2) The Change Order will describe the change or changes, or will refer to the Proposal Requests or Field Orders involved.
 - 3) The Owner's Representative will issue three copies of each Change Order to the Contractor.
 - 4) The Contractor promptly shall sign all three copies and return them to the Owner's Representative.
 - 5) The Owner and Owner's Representative will retain two signed copies in their files, and will forward one signed copy to the Contractor.
 - 6) Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - i) The Contractor promptly shall return all three of the Change Orders, unsigned by him, to the Owner's Representative with a letter signed by the Contractor stating the reason or reasons for the Contractor's disagreement.
 - ii) The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

SECTION 012900 – PAYMENT PROCEDURES

A. SCHEDULE OF VALUES

1. Prior to the start of construction, submit a proposed Schedule of Values to the Owner's Representative which shows a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
 - a) The Schedule of Values is required to be compatible (in the same format) with the Application for Payment "Continuation Sheet", AIA G703.
2. If not requested to submit additional data or to modify the submitted Schedule of Values within ten (10) days of submittal, the initially submitted Schedule shall be deemed approved.

B. APPLICATIONS FOR PAYMENT

1. Progress payments will be made only if specifically called for in the Agreement. In all other cases, the Contractor may submit an Application for Payment (3 copies) upon Substantial Completion (95% of the Contract Sum), with the balance of the Contract Sum to be paid at Final Completion.
 - a) **Paragraph #52 of the Supplementary General Conditions defines the documentation required for each payment request.**
 - b) Applications for payment shall be delivered to the Owner's Project Manager at:

Department of Planning, Design, and Construction
Peoria Park District
Bradley Park Equipment Service
1314 N. Park Road
Peoria, Illinois 61604

SECTION 013100 - PROJECT MEETINGS

A. PRECONSTRUCTION CONFERENCE

1. Conduct a preconstruction conference prior to the start of the Work, at the location of the Work. Provide attendance by the designated personnel of the Contractor, including Sub-contractor's and/or suppliers of major components of the Work, if requested by the Owner's Representative.
 - a) AGENDA. Discuss items of significance that could affect progress including such topics as:
 - 1) Tentative construction schedule.
 - 2) Critical Work sequencing.
 - 3) Designation of responsible personnel.
 - 4) Procedures for processing field decisions and Change Orders.
 - 5) Procedures for processing Applications for Payment.
 - 6) Distribution of Contract Documents.
 - 7) Submittal of Shop Drawings, Product Data and Samples.
 - 8) Preparation of record documents.
 - 9) Use of the premises.
 - 10) Office, Work and storage areas.
 - 11) Equipment deliveries and priorities.
 - 12) Safety procedures.
 - 13) First aid.
 - 14) Security.
 - 15) Housekeeping.
 - 16) Working hours.
 - 17) Permits and Permitting Agency Requirements

B. PROJECT MEETINGS

1. Project Meetings will be held per the schedule determined at the Preconstruction Conference, or as needed for proper coordination and administration of the project.
 - a) AGENDA
 - 1) Review and correct or approve minutes of the previous progress meeting.
 - 2) Review progress of the Work since last meeting, including status of submittals for approval.
 - 3) Identify problems which impede planned progress.
 - 4) Develop corrective measures and procedures to regain planned schedule.
 - 5) Complete other current business.

C. REPORTING

1. Distribute copies of the minutes of each meeting to each party present, and to other parties who should have been present, no later than three business days after each meeting.

SECTION 013300 - SUBMITTALS

- A. Requirements for shop drawings, samples, mock-ups, product data, etc., relative to specific elements or components of the work are called out in the various sections of the Technical Specifications.
 1. Submit items to allow for Owner's Representative's review and approval, potential re-submission if full approval is not given, ordering, delivery, fabrication time, etc., so as to allow the Work to proceed in a timely manner and in conformance with the project schedule.
- B. OTHER CONTRACTOR SUBMITTALS
 1. Unless otherwise modified the Contractor shall also submit:
 - a) A "bar chart" type proposed construction schedule, within ten days after award of the Bid.
 - b) Other submittals as required by other section of Division 010000.
- C. Submission of the required Bonds and Certificate of Insurance are to be made prior to the Owner's issuance of a Notice to Proceed.

SECTION 014000 - QUALITY/REGULATORY REQUIREMENTS

- A. GENERAL: Contractors shall comply with all laws, rules and regulations governing the work.
 1. When Contractor observes that contract documents are at variance with specified codes, notify Owner's Representative in writing immediately. Owner's Representative will issue all changes in accord with General Conditions.
 2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Owner's Representative, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

- B. SAFETY:
1. Comply with all federal, state, and local laws, rules and regulations governing the installation/construction of the work.
 2. Develop and utilize safety program and training for workmen and sub-contractor employees.
- C. TESTING
1. TESTS AND INSPECTIONS REQUIRED
 - a) Provide all tests and inspections required by governmental agencies having jurisdiction, as required by provisions of the Contract Documents and/or as specifically required by sections of the Technical Specifications.
 2. PAYMENT FOR TESTING
 - a) Include within the Contract Sum an amount sufficient to cover all testing, re-testing, and inspections required by the Contract documents and/or the Technical Specifications. Additionally pay for all testing and inspections required by all governmental agencies having jurisdiction.
 - 1) The Owner will pay for any testing and inspecting specifically requested by the Owner's Representative which are over and above those described in Paragraph 1.a) above.
 - 2) When initial tests (over and above those defined by 1.a) above) requested by the Owner's Representative indicate non-compliance with the Contract Documents, costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum, and subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof shall be paid by the Contractor.
 3. WAIVER OF INSPECTION AND/OR TESTS
 - a) Specified inspections and/or tests may be waived only by the specific written approval of the Owner's Representative, and **such waivers will be expected to result in credit to the Owner equal to normal cost of such inspection and/or test.**

SECTION 014200 - REFERENCE STANDARDS AND DEFINITIONS

- A. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity the Contractor shall obtain copies directly from the publication source.
 2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association standards generating organization authority having jurisdiction or other entity applicable to the context of the text provision. Refer to the Encyclopedia of Associations, published by Gale Research Co. available in most libraries.
- C. Definitions: Architect, Owner's Representative, and Owner's Project Manager
1. **ARCHITECT:** The Architect shall be the person or entity designated by the Owner as the Owner's Representative and shall be identified as such in the Agreement Between Owner and Contractor, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
 2. **OWNER'S REPRESENTATIVE:** The duties of the Owner's Representative as listed in the Project Manual, include but are not limited to, construction phase observation and technical administration services.
 - a) **LIMITS OF AUTHORITY:** The Owner's Representative shall be authorized to provide approvals and interpretations concerning the plans, specifications and progress of the Work as bid, but is not authorized to change the scope of the Work on behalf of the Owner.
 3. **OWNER'S PROJECT MANAGER:** The Owner's Project Manager will represent, act on behalf of, and provide interface between the Owner and the Contractor in respect to contract administration and/or other matters which affect the scope of the Work.
 - a) Unless defined otherwise in the Project Manual, the Owner's Project Manager shall be a designated member of the Planning, Design, and Construction Division of the Peoria Park District.
 - b) The Owner's Project Manager will also be the Owner's Representative and will provide construction phase observation and technical administration services, if a consultant Architect has not been engaged to do so, by the Owner.

SECTION 015000 – TEMPORARY FACILITIES & CONTROLS

- A. MOBILIZATION
1. Furnish all labor, tools, materials, equipment, and incidentals necessary for preparatory work.
 2. Provide and establish personnel, equipment, supplies, materials, offices or buildings, and other facilities necessary to work on the project.
 3. Demobilize all of the above and remove temporary facilities at the completion of the project.
- B. BARRIERS, PROTECTION OF SITE AND PROPERTY
1. GENERAL
 - a) Owner's improvements to remain, existing utilities, as well as adjacent site improvements shall be protected from damage by barriers, guards and coverings. Damaged work shall be replaced or repaired to condition prevailing at time of signing of contract, at no additional cost to Owner.
 - b) **Provide 6' high, continuous chain link or orange plastic (used materials acceptable) construction fence to prohibit unauthorized personnel or public entry from the site of the Work.** (Substitutions may be considered; submit request in writing to the Owner's Representative.)
 - c) Contractor shall provide, erect and maintain additional planking, fences, protective canopies, railings, shoring, lights, warning signs, etc., as needed for the protection of adjacent property and the public.
 2. LANDSCAPE PROTECTION
 - a) All live, healthy trees, shrubs, etc. on the site or on the street fronts of the site, not specified to be removed and not interfering with installation of new work required hereunder, shall be protected against injury from construction operations.

- b) All shade trees which are to remain and which are liable to damage during the building operations, shall be properly boxed and protected from damage during the course of construction work as directed by the Park District. **No site-related work shall occur until the required tree protection (fencing, boxing, etc.) has been installed and approved by the Owner or his representative.**

1) LIQUIDATED DAMAGES: The Owner reserves the right to charge the Contractor for damage to existing trees, and to deduct the charges from the amounts due the Contractor, based on the following schedule:

- | | | |
|-----|--|--|
| aa) | Broken limbs 1" or over in diameter: | \$50 per caliper inch of limb |
| bb) | Trenching or grading within the tree dripline or 20' from the trunk, whichever is less, of trees 4" or over in caliper diameter: | \$100 per tree/per foot within dripline, or within 20' minimum if applicable |
| cc) | Damage to tree trunks, including "barking", nicking, gouging, etc. | \$150 per caliper inch of tree, per each injury |

3. BARRIERS/CONSTRUCTION FENCE MATERIALS

- a) 2" open mesh chain link fence, 72" high minimum, galvanized, with appropriately sized posts; gates where indicated.
- b) Alternate barrier fencing materials may be acceptable, however, no additional payments will be made on account of approval of alternate barrier/safety fencing materials.
- c) Materials may be new or used, if in serviceable condition.

4. WATCHMAN SERVICE

- a) The Owner will not be responsible for loss due to theft or other damage which is not covered under Property Insurance. The Contractor shall make such arrangements for watchman service as he considers necessary and he shall be responsible for all loss or damage of his property, equipment, material, etc., at the site, and he shall make good such damage or loss without any additional cost to the Owner.

5. EXISTING IMPROVEMENTS - PROTECTION

- a) The Contractor shall be entirely responsible for all injuries to water pipes, electric conduits or cables, drains, sewers, gas mains, poles, telephones and telegraph lines, streets, pavements, sidewalks, curbs, culverts, retaining walls, building walls, foundation walls, or other structures of any kind met with during the progress of the Work, and shall be liable for damages to public or private property resulting therefrom.

C. CONSTRUCTION ACCESS, ROADS, AND PARKING AREAS

1. CONTRACTOR'S USE OF PREMISES

- a) The Contractor shall require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

2. CONSTRUCTION ACCESS

- a) To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route shown (IF SHOWN) on the Drawings as "Access Route". If access route is not shown on the Drawings, coordinate construction access and routes with the Owner's Project Manager.
- b) Do not permit such vehicles to park on any street or other area of the Owner's property except in the area shown on the Drawings as "Contractor's Parking Area". If not shown on the drawings, the Contractor's Parking Area shall be as designated by the Owner's Project Manager.
- c) Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

3. SECURITY

- a) Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and to the actual site of the Work.

D. TEMPORARY ENVIRONMENTAL CONTROLS

1. GENERAL

- a) Provide temporary environmental controls at the site of the Work to ensure that construction operations have no harmful effects on adjacent properties and on members of the public who may come in proximity to the Work, and/or the employees of the Owner who are engaged in regular daily tasks and operations and are unable to be relocated to another work site during construction operations.
- b) Owner reserves the right to stop the Work, at the Contractor's expense, until the Contractor provides necessary control measures for the conditions listed below; additionally, the Owner reserves the right to perform or have performed necessary control measures, should the Contractor refuse to do so at the time requested and to deduct the cost of those expenses from the amount due the Contractor.

2. DUST CONTROL

- a) Provide dust control materials to minimize dust from construction operations. Prevent air-borne dust from dispersing into the atmosphere.

3. WATER CONTROL

- a) Control surface water to prevent damage to the project, the site and adjoining properties.
- 1) Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; direct drainage to proper runoff channels or storm drainage utilities.
- b) Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
- c) Dispose of drainage water in a manner to prevent flooding, erosion silting, or runoff of silt or sediment or other damage to all portions of the site or to adjoining properties.

4. RODENT CONTROL

- a) Provide rodent control to prevent infestation of construction or storage areas.
- 1) Use methods and materials which will not adversely affect conditions at the site or on adjoining properties.

5. DEBRIS CONTROL

- a) Maintain all areas free of extraneous debris, waste, and rubbish.

6. POLLUTION CONTROL

- a) Prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- b) Provide equipment and personnel, perform emergency measures to contain all spillages, and to remove contaminated soils or liquids.
- 1) Excavate and dispose of all contaminated earth off-site. Replace with suitable compacted fill and topsoil.
- c) Take special measures, as necessary, to prevent harmful substances from entering public waters, including lakes, streams, intermittent drainage channels, and storm or sanitary sewers.

7. EROSION CONTROL

- a) Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - 1) Schedule the Work to minimize the areas of bare soil exposed at one time, if possible.
 - 2) Provide temporary control measures such as berms, dikes, and drains to prevent runoff of silt or sediment from the site.
 - 3) Comply with Section 015713.

E. PROJECT IDENTIFICATION AND SIGNAGE

- 1. GENERAL
 - a) Provide and install project identification sign, if located and/or called out on the Drawings.
- 2. SUBMITTALS
 - a) Provide shop drawing(s) of proposed sign/sign installation to Owner's Representative for approval, prior to installation
- 3. INSTALLATION
 - a) Provide project sign as detailed on Drawings
 - b) If not detailed on Drawings provide project identification sign per the following minimum requirement:
 - 1) Content
 - aa) Name of project
 - bb) Name of Owner
 - cc) Name of Architect(s) and major consultants
 - dd) Names of Contractor and major subcontractors
 - ee) Allow additional 200 characters of text explaining the project
 - 2) Construction
 - aa) Size: 4' x 8'
 - bb) Materials: Min. 5/8" AC DFPA Exterior Plywood, with (2) 4" x 4" x 12' long pressure treated post supports
 - cc) Paint: paint front and back, seal edges, provide content as approved by Owner's Representative. Conform to recognized sign painting standards in selection of paint materials. Use only professional sign painter with three years minimum experience to apply sign graphics and lettering.
 - 3) Install sign in a manner consistent with length of time of construction operations. Remove sign and fill post holes at project completion.

F. FIELD OFFICES

- 1. TEMPORARY FACILITIES

Provide and pay for temporary (new, or used if in serviceable condition) facilities and controls needed for the Work, if called out on the Drawings, which may include, but are not necessarily limited to:

 - a) Temporary utilities such as heat, water, electricity, and telephone;
 - b) Field office for the Contractor's personnel (required if shown on the Drawings; otherwise at the Contractor's option and expense).
 - 1) Conform with requirements for Engineer's Field Office Type B, as defined in Article 646.04 of the Standard Specifications for Road and Bridge Construction - Illinois Department of Transportation.
 - c) Sanitary facilities;
 - d) Enclosures such as tarpaulins, barricades, and canopies;
 - e) Temporary fencing of the construction site;
 - f) Project sign.
- 2. Comply with Federal, State, and local codes and regulations.
 - a) Maintain temporary facilities and controls in proper and safe condition throughout the progress of the work. The Contractor is responsible for conformance with all safety codes and regulations for all Work under his jurisdiction, including that of Sub-Contractors.
- 3. Locate temporary facilities as shown on the Drawings, or as approved by the Owner's Representative if not shown on the Drawings.

SECTION 015713 – EROSION & SEDIMENT CONTROL

A. RELATED DOCUMENTS

- 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. SUMMARY

- 1. This Section includes the following:
 - a) Site erosion and sediment control
 - b) Silt fencing
 - c) Ditch checks
 - d) Erosion control blankets
 - e) Culvert and inlet protection
 - f) Stabilized entrance
- 2. Related Sections include the following:
 - a) Division 31 – Earthwork.
 - b) Division 32 – Exterior Improvements.
- 3. Erosion and Sediment Control Statement: The Peoria Park District takes the issue of construction related erosion and sediment control extremely seriously. The Peoria Park District is a community leader in the conservation and protection of our area's natural resources. This project will be watched closely by both staff and citizens for compliance with erosion and sediment control regulations and specifications.

C. QUALITY ASSURANCE

- 1. Materials and methods of construction shall comply with the following standards:

PARK IMPROVEMENTS- TREWYN PARK - Project Manual

- a) Illinois Department of Transportation
- b) City of Peoria

D. PRODUCTS

1. Silt Fencing

- a) Fabric for silt fencing shall consist of woven or nonwoven filaments of polypropylene, polyester, or polyethylene. Fabric shall be resistant to degradation by ultraviolet light and heat exposure. Fabric shall be rot, insect, and mildew proof, and have a high resistance to tearing.
 - 1) Fabric shall comply with the following physical properties:

| | |
|---|---------------|
| aa) Grab tensile strength (lb) – ASTM D4632 | 200 (min) |
| bb) Grab elongation @ break (%) – ASTM D4632 | 12 |
| cc) Burst strength (psi) – ASTM D751 | 250 (min) |
| dd) Trapezoidal tear strength (lb) – ASTM D4533 | 75 |
| ee) Width (ft) | 3.5 (min) |
| ff) Weight (oz/sq. yd) – ASTM D3776 | 4.0 |
| gg) Equivalent opening size | 30 (nonwoven) |
| hh) (EOS) sieve no. – Corps of Engrs. CS-02215 | 50 (woven) |

2. Ditch Checks

- a) Ditch checks will consist of silt fencing with the addition of wire reinforcement.
- b) Wire shall be 9 gauge.
- c) Alternate: Straw bales may be used in lieu of silt fencing

3. Posts

- a) Posts shall be standard “T” or “U” steel posts or wood with a minimum cross section of 3 square inches. Posts shall be a minimum of 60” in length. Posts shall be driven a minimum of 24” into the ground.

4. Erosion Control Blankets

- a) Excelsior Blanket: Excelsior blanket shall consist of a machine produced mat of wood excelsior of 80% 6” or longer fiber length. The wood from which the excelsior blanket is cut shall be properly cured to achieve adequately curled and barbed fibers.
 - 1) The blanket shall be of consistent thickness, with the fiber evenly distributed over the entire area of the blanket. The excelsior blanket shall be covered on the top side with a 90-day biodegradable extruded plastic mesh netting having an approximate minimum opening of 16 x 16 mm (5/8 x 5/8 in.) to an approximate maximum opening of 50 x 25 mm (2 x 1 in.). The netting shall be substantially adhered to the excelsior blanket by a knitting process using biodegradable thread or by an applied degradable adhesive. The netting shall be substantially adhered to the excelsior by a knitting process using biodegradable thread. The netting shall be entwined with the excelsior blanket for maximum strength and ease of handling.
 - 2) The excelsior blanket shall comply with the following:

| | |
|---|----------------------------|
| aa) Minimum width, \pm 25 mm (1 in.) | 600 mm (24 in.) |
| bb) Minimum mass \pm 10% | 0.34 kg/sm (0.63 lb/sq yd) |
| cc) Minimum length of roll, approximately | 45 m (150 ft) |
 - 3) The excelsior blanket shall be smolder resistant.

5. Culvert And Inlet Protection

- a) Culvert protection shall consist of a ditch check immediately upstream of every culvert entrance. Ditch check shall be installed to protect culvert interior from sedimentation.
- b) Inlet protection shall consist of purpose made devices by:

Dandy Products, Inc.
P. O. Box 1980
Westerville, Ohio 43086-1980
Phone: 1-800-591-2284
Fax: 740-881-2791
www.dandyproducts.com
dlc@dandyproducts.com

or

NILEX, Inc.
15171 E. Fremont Drive
Centennial, CO 80112
Phone: 1-800-537-4241
Fax: 303-766-1110
www.nilex.com
denver@nilex.com
- c) “Or Equal” substitutions may be made with prior approval of Owner’s Representative.

6. Stabilized Entrance

- a) Stabilized entrance shall consist of coarse aggregate laid over geotextile fabric.
- b) Dimensions: 70’ long by 14’ wide.
- c) Geotextile Fabric: as per requirements of “silt fencing”.
- d) Aggregate: IDOT Class CA-1, CA-2, cA-3, or CA-4.

E. EXECUTION

1. Site Erosion And Sediment Control

- a) Contractor is responsible for fulfilling terms of City of Peoria Erosion Control Permit and all applicable portions of the “Erosion, Sediment, and Stormwater Control Ordinance of the City of Peoria”.
- b) Install control devices as shown on erosion control plan.
- c) Install additional measures as needed to control erosion and sedimentation on the site.

2. Silt Fencing Installation

- a) Install silt fencing according to details in plans. The silt fence shall be entrenched to a minimum depth of 8”.
- b) The silt fence shall be installed on the contour, with the ends extending up-slope.

- c) Install silt fencing before commencing site clearing work.
- 3. Ditch Check Installation
 - a) Install ditch checks according to details in plans.
 - b) Install ditch checks at locations shown on plans.
 - c) Install additional ditch checks as needed to control erosion within drainage swales as site conditions and weather dictate.
 - d) Install ditch checks immediately after swales are graded.
- 4. Erosion Control Blankets Installation
 - a) Install erosion control blankets as needed to control erosion in drainage swales and at the direction of the Owner's Representative.
 - b) Anchor stakes shall be driven at a spacing of 2 feet on center.
- 5. Culvert And Inlet Protection Installation
 - a) Install culvert protection at upstream entrances to all culverts.
 - b) Install culvert protection to intercept waterborne silt and sediment and prevent it from entering culvert pipes.
 - c) Install immediately after culvert installation.
 - d) Install inlet protection according to manufacturer's written instructions at each inlet immediately after inlet construction.
- 6. Stabilized Construction Entrance Installation
 - a) Install stabilized construction entrance and other approved measures as necessary to limit tracking of soil on to all paved surfaces.
 - b) Comply with all City of Peoria codes limiting tracking of soil on to City streets.
- 7. Maintenance
 - a) Inspect silt fences after each rainfall. Repair fencing, failures, end runs, and erosion cuts immediately.
 - b) Remove soil from silt fencing after each rainfall.
 - c) Erosion control maintenance and repair shall be considered incidental to the contract.
 - d) Tracked soil and sediment shall be removed from all paved surfaces on a daily basis.
 - e) Replace or provide new erosion and sediment control measures as needed during construction to provide protection to site and surrounding property for the entire time of construction, or until project is complete.
- 8. Close-Out
 - a) Remove silt fencing and other erosion and sediment control devices after lawn or seeding has been established.
 - b) Soil deposits remaining in place after silt fence is no longer required shall be dressed to conform to existing grade, and seeded with appropriate seed material.

SECTION 016000 – PRODUCT REQUIREMENTS

A. MATERIALS AND EQUIPMENT

- 1. STANDARD SPECIFICATIONS
 - a) Reference herein to known standard specifications of governmental agencies or technical societies shall refer to the latest edition of such specifications, adopted and published at date of these Specifications.
- 2. MANUFACTURED ARTICLES
 - a) All manufactured articles, materials and equipment to be incorporated in the work shall be new (unless otherwise specified) and of the quality specified and shall be used, erected, installed, connected, cleaned and conditioned as directed by and in conformity with job conditions to produce the best results obtainable.
 - 1) Field measurements for all special products and materials which requires close tolerances or fitting into other items or components of the Work shall be taken on the job by the party furnishing the materials.
- 3. QUALITY ASSURANCE
 - a) Per the Supplementary Instructions to Bidders, the Bidder by submission of a signed bid form, agrees to install products and equipment by brand and model name or names specified in the Technical Specifications, Divisions 02-35. Substitutions are allowed only in conformance to the following:
 - 1) Proprietary Specification Requirement: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 - 2) Semiproprietary Specification Requirement: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted
 - aa) Where either of the two cases above prevail, and the named product is accompanied by "or approved equal" substitutions will be allowed only upon written approval of the Owner's Representative prior to submission of bids.
 - 3) Non-Proprietary Specification Requirement: When the Specifications lists products or manufacturers that are available and are accompanied by "or equal", the Contractor may propose any available product that complies with the Specifications' requirements; however, the Owner's Representative shall determine if the produced item complies with those requirements.
 - 4) Descriptive Specification Requirement: Where Specifications describe a product or assembly listing exact characteristics required, with or without use of a brand, trade, or model name, provide a product or assembly that provides the characteristics and otherwise complies with the Contract Documents.
 - 5) Performance Specification Requirement: Where Specifications require compliance with performance requirements, provide products or assembly that comply with these requirements and are recommended by the manufacturer for the application indicated.
 - 6) Compliance with Standards, Codes, and Regulations: Where the Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standard, code, or regulation specified.
 - b) VISUAL MATCHING AND SELECTION. Where the Specifications require matching an established sample or call for "as selected", the Owner's Representative's decision will be final on whether a proposed product matches satisfactorily.

B. STORAGE AND PROTECTION

- 1. GENERAL
 - a) Contractor shall provide and maintain:
 - 1) Storage for materials and equipment to be installed in Project.
 - 2) Protection and security for stored materials and equipment, on and off site.
 - 3) Protection of existing on-site elements to remain.

- 4) Protection of adjacent properties improvements
2. METHODS
 - a) Store off grade and cover with impervious material all moisture or water vulnerable materials.
 - b) Store finished products and equipment in an enclosed building, on or off site.
 - c) Maintain integrity of shipping cartons until ready for installation.
 - d) Provide separate storage for combustible and non-combustible products.
 - e) Follow storage recommendations of product and equipment manufacturers.
 - f) Other methods shall be subject to Owner's prior written approval.
3. The Contractor shall maintain an emergency phone number where a contact person can be notified at any time, Sundays and holidays included, of an emergency condition due to the work which requires immediate repair or protection.

C. SUBSTITUTIONS

1. See "SECTION 016000 – A. MATERIALS AND EQUIPMENT" for requirements pertaining to substitution of specified materials, products, equipment, etc.
2. Contractor may propose substitute materials, products, equipment, etc., after award of the Bid; however, such proposals are expected to result in a cost savings to the Owner and/or higher quality Work at no additional cost to the Owner.

D. WARRANTIES AND BONDS

1. GENERAL
 - a) This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - b) Warranties for the Work and products and installations of each Contractor shall be one (1) year unless specified otherwise in the individual Sections of Divisions 02 through 35.
 - c) Disclaimers and Limitations:
 - 1) Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Contractors required to countersign special warranties with the Contractor.
 - 2) The responsibility of the Contractor in respect to the required warranties shall not be relieved or limited in any way by the failure of installed components, equipment, materials, etc., due to naturally occurring and/or re-occurring conditions at the site or area of the Work including, but not limited to:
 - aa) ground and soil conditions, especially as related to frost heave;
 - bb) high wind velocities (except those exceeding velocities normally used for calculating wind loading at the site of the Work);
 - cc) rain and water damage (unless caused by winds exceeding normal design limits);
 - dd) ice/snow loading on structures
 - ee) and other naturally occurring or re-occurring site conditions
 - 3) The Contractor shall notify the Owner's Representative, prior to the award of the contract, of any part or component of the Work that is, in his opinion, not designed to accommodate the existing, naturally occurring, or re-occurring conditions of the site, and whether or not a change in the proposed methods of construction, types of equipment, etc., will affect the bid price.
 - aa) Should the proposed change in construction methods, equipment type, etc., result in additional expense, the Owner reserves the right to request proposals from the other bidders and to make award the contract based on the bid amount which includes the proposed change.
2. WARRANTY REQUIREMENTS
 - a) Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
 - b) Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 - c) Replacement cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
 - d) Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - aa) Rejection of Warranties: The Owner reserves the rights to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 - e) The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.
 - f) For specific warranty requirements related to landscape materials, refer to the applicable Section.
3. SUBMITTALS
 - a) Submit written warranties to the Owner's Representative prior to the date certified for Substantial Completion. If the Owner's Representative's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner's Representative.
 - 1) When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner's Representative within fifteen days of completion of that designated portion of the Work.

- b) Form of Submittal: At Final Completion, compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- c) Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- d) Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
- e) Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name, and the name of the Contractor.
- f) When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

SECTION 017300 – EXECUTION

A. GEOTECHNICAL DATA

- 1. If the Owner has caused borings or other subsurface investigations to be made, the data or report pursuant to these investigations will be included in the Project Manual, as an Appendix, and labeled as such.
- 2. The Owner and Owner's Representative do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the Contractor's interpretation of the data.
- 3. The Contractor's may, at his option, perform additional subsurface investigation, however, it shall be at the Contractor's sole expense.

B. FIELD ENGINEERING

Provide such field engineering services as are required for proper completion of the Work including, but not limited to:

- 1. Establishing and maintaining lines and levels
- 2. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.
- 3. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks and control points. Preserve permanent reference points during construction.

C. COORDINATION OF TRADES AND SUB-CONTRACTORS

- 1. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, sub-contractors, or materials and men engaged upon the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which may be required for fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together properly and fit the work to receive, or be received by that of other contractors.
- 2. When two or more prime contracts are being executed at one time in such manner that the work on one contract may interfere with the work of another, the Owner's Representative shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts may progress at the same time and in what manner.
 - a) The Contractor shall not cause any unnecessary hindrance or delay to any other contractors on the premises, and shall be responsible for all damages done to the work of other contractors caused by him or by his employees.

D. REFERENCE AND CONTROL POINTS PROVIDED BY OWNER

In addition to layout procedures provided by the Contractor for proper performance of the Contractor's responsibilities:

- 1. Locate and protect existing control points before starting work on the site.
- 2. Preserve permanent reference points during progress of the Work.
- 3. Do not change or relocate reference points or items of the Work without specific approval from the Owner's Representative.
- 4. Promptly advise the Owner's Representative when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
- 5. Upon direction of the Owner's Representative, require the field engineer to replace reference stakes or markers.
- 6. Locate such replacement according to the original survey control.

E. REFERENCE AND CONTROL POINTS PROVIDED BY THE CONTRACTOR

- 1. If not provided by the Owner (and defined as the responsibility of the Owner in the Contract Documents) establish sufficient general reference points in the form of permanent bench marks, grade stakes or other markers as will enable the Contractor to proceed with the Work.
- 2. The Contractor may lay out his own work, or cause the Work to be laid out by a qualified party such as a Registered Land Surveyor or a Professional Engineer, as necessary.
- 3. The Contractor shall establish and be responsible for all lines, elevations and measurements of the structure utilities, installations, and other Work executed by him under the contract.
 - a) Exercise proper precautions to verify the figures and dimensions shown on the drawings before laying out the work; be responsible for any error resulting from failure to exercise such precaution.

SECTION 017329 - CUTTING AND PATCHING

A. CHASES AND OPENINGS

- 1. The Contractor is responsible for the provision and/or coordination of all chases, openings and recesses required by work of his own forces, subcontractors or separate contractors.
 - a) Each subcontractor or separate contractor shall be responsible for furnishing advance information to the General Contractor as to exact dimensions and locations of such chases and openings, and shall provide and set in place all necessary sleeves, inserts and forms.
 - b) Openings shall be accurately located, neatly cut, and no larger than necessary. Provide all rebuilding, patching, refinishing and painting required to restore the construction to original condition.
- 2. Provide shoring, bracing, and support as required to maintain structural integrity of the project.
- 3. Provide protection from cutting and patching operations as required for other portions of the project; protect the Work and existing improvements in proximity to the cutting and patching operations from the elements.

SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

A. PERIODIC CLEANING

1. Each Contractor shall clean up after his own work as needed and/or ensure that sub-contractors clean up after their work and remove accumulations of waste, debris, and rubbish caused by construction operations.
 - a) Remove all waste, rubbish and debris on a daily basis (if needed), as they accumulate, and after completion of the Work.

B. PROJECT COMPLETION

1. On completion of the project, the entire job shall be cleaned up and left in perfect condition, including adjacent areas.
 - a) Marred surfaces shall be patched or repaired and touched up to match adjoining surfaces.
 - b) All rubbish shall be removed from the site before acceptance.
 - c) New surfaces and/or exposed elements of the Work shall be protected from stain and marring. These surfaces shall be cleaned to the satisfaction of the Owner's Representative or replaced if said stains or mars are unable to be completely removed

C. GOVERNMENTAL REGULATIONS

1. Conduct cleaning and disposal operations in compliance with Federal, State and local ordinances and anti-pollution laws and regulations.

SECTION 017700 - PROJECT CLOSEOUT

A. GENERAL

Work includes:

1. Substantial Completion.
2. Final Completion
3. Closeout submittals.
4. Instruction

B. SUBSTANTIAL COMPLETION

1. Prepare and submit the list ("punch-list") required by the first sentence of Paragraph 9.8.2 of the General Conditions.
 - a) Within a reasonable time after receipt of the list the Owner's Representative will inspect to determine status of completion. Should the Owner's Representative determine that the Work is not Substantially Complete:
 - 1) The Owner's Representative will so notify the Contractor, in writing, giving the reasons therefore.
 - 2) Remedy the deficiencies and notify the Owner's Representative when ready for reinspection.
 - 3) The Owner's Representative will reinspect the Work.
 - b) When the Owner's Representative concurs that the Work is Substantially Complete:
 - 1) The Owner's Representative will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified and approved by the Owner's Representative.
 - 2) The Owner's Representative will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

C. FINAL COMPLETION

1. Prepare and submit the notice required by the first sentence of Paragraph 9.10.1 of the General Conditions.
 - a) Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 9.8.2 of the General Conditions. Certify that:
 - 1) the Contract Documents have been reviewed;
 - 2) the Work has been inspected for compliance with the Contract Documents;
 - 3) the Work has been completed in accordance with the Contract Documents;
 - 4) equipment and systems have been tested as required, and are operational;
 - 5) the Work is completed and ready for final inspection.
 - b) The Owner's Representative will make a final inspection to verify status of completion and if all "punch-list" items have been completed, and upon receipt of the Contractor's Final Application for Payment, issue a Certificate of Final Completion. Should the Owner's Representative determine that the Work is incomplete or defective:
 - 1) The Owner's Representative will so notify the Contractor, in writing, listing the incomplete or defective work.
 - 2) Remedy the deficiencies promptly, and notify the Owner's Representative when ready for reinspection.
 - c) FINAL APPLICATION FOR PAYMENT
 - 1) Submit a final Application for Payment to the Owner's Representative, showing all adjustments to the Contract Sum.
 - 2) If needed, the Owner's Representative will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.
 - 3) Include final waivers of lien from the Contractor, sub-contractors, and major suppliers.
 - 4) Final payment will not be released until all close-out submittals have been made, final cleaning has been performed, and required instruction(s) to Owner's personnel have been accomplished.

D. CLOSEOUT SUBMITTALS

1. When the Owner's Representative determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals. Closeout submittals include, but are not necessarily limited to:
 - a) Project record documents described in "Section 017839".
 - b) Operation and maintenance manuals/data as described in "Section 017823".
 - c) Warranties and bonds as described in "Section 016000".
 - d) Keys and keying schedule;
 - e) Spare parts and materials extra stock;
 - f) Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - 1) Certificates of Inspection, as required
 - 2) Certificate(s) of Occupancy

- g) Certificates of Insurance for products and completed operations;
- h) Evidence of payment and release of liens.
 - 1) Consent of Surety to Final Payment
 - 2) Contractor's Final Waiver of Lien
 - 3) Separate releases or Waivers of Lien for sub-contractors, suppliers and others with lien rights against the Owner, together with a list of those parties.
- i) List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

SECTION 017823 - OPERATING/MAINTENANCE MANUALS & INSTRUCTION

A. GENERAL

- 1. Compile operating/product data and related information appropriate for Owner's maintenance and operation of products and equipment provided under the Contract.
- 2. Instruct Owner's personnel in operation and maintenance of products, equipment and systems.
- 3. OPERATIONS AND MAINTENANCE DATA REQUIRED:
 - a) Operating and maintenance manuals are required for each area of Work which is listed below, if that area of Work is included within the scope of Work of the project:
 - 1) Electrical

B. OPERATIONS/MAINTENANCE MANUALS - FORM OF SUBMITTAL

- 1. Prepare operating and maintenance manuals in the form of an instructional manual, utilizing heavy-duty, durable 3-ring vinyl covered loose-leaf binders, for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder. Provide when drawings or diagrams are required as part of the manual.
- 2. Provide sturdy manila or kraft envelope, accordion type file folder, or cardboard file boxes, properly labeled, of sufficient size to contain all submittals.
- 3. Submit one copy of data in final form at least fifteen days before final inspection. This copy will be returned within fifteen days after final inspection, with comments. After final inspection make corrections or modifications to comply with the Owner's Representative's comments and submit three copies of each approved manual to the Owner's Representative
- 4. WARRANTIES, BONDS AND SERVICE CONTRACTS
 - a) Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond. Provide list for each product containing name, address, and phone number of:
 - 1) Contractor.
 - 2) Subcontractor.
 - 3) Maintenance contractor, as appropriate.
 - 4) Local supply source for parts and replacement.
 - b) Identify area of responsibility of each contractor.

C. MANUAL FOR MATERIALS AND FINISHES

- 1. Submit two (2) copies of complete manual in final form.
- 2. Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
- 3. Content for products, applied materials and finishes:
 - a) Manufacturer's data, giving full information on products.
 - 1) Catalog number, size, composition.
 - 2) Color and texture designations.
 - 3) Information for re-ordering special-manufactured products.
- 4. Instructions for care and maintenance.
 - a) Manufacturer's recommendations for types of cleaning agents and methods.
 - b) Cautions against cleaning agents and methods detrimental to product.
 - c) Recommended cleaning and maintenance schedule.
- 5. Moisture-Protection and Weather-Exposed Products: Provide complete manufacturer's data with instructions on inspection, maintenance and repair of products exposed to the weather or designed for moisture-protection purposes.
- 6. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
 - a) Applicable standards.
 - b) Chemical composition.
 - c) Installation details.
 - d) Inspection procedures.
 - e) Maintenance information.
 - f) Repair procedures.

D. INSTRUCTION

- 1. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work including, but not limited to;
 - a) Mechanical
 - b) Water supply
 - c) Electrical service/distribution and lighting
 - d) Other items or systems as required in individual sections of the Technical Specifications
- 2. Instructions for the Owner's Personnel: For instruction of the Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the equipment or system involved.

SECTION 017839 - PROJECT RECORD DOCUMENTS (AS-BUILTS)

- A. DOCUMENTS REQUIRED AT SITE
 - 1. The Contractor shall maintain at the job site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Contract modifications.
 - a) Each of these project record documents shall be clearly marked "**Project Record Copy**"
 - b) Shall be maintained in good condition
 - c) shall be available at all times for inspection by the Park District, and shall not be used for construction purposes.
- B. Project-record drawings shall be marked up to show significant changes made during construction progress, referenced to visible and accessible features of the structures. Project-record drawings shall be kept current and no work shall be concealed until required information has been recorded.
- C. Record-documents shall be submitted in satisfactory condition to the Park District at the completion of the project. **FINAL COMPLETION OF THE PROJECT WILL NOT BE ATTAINED, AND FINAL PAYMENT WILL BE WITHHELD, UNTIL PROJECT "AS-BUILTS" ARE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.**

END OF GENERAL REQUIREMENTS

PART 1: GENERAL

1.01 DESCRIPTION

- A. These general site work requirements apply to all site work operations. Refer to Division 2 specification sections for specific general, product, and execution requirements.

1.02 QUALITY ASSURANCE

- A. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- B. Obtain and pay for all required inspections, permits, and fees. Provide notices required by governmental authorities.

1.03 PROJECT CONDITIONS

- A. Locate and identify existing underground and overhead services and utilities within contract limit work areas. Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during site work operations at Contractor's expense.
- B. Arrange for disconnection, disconnect and seal or cap all utilities and services designated to be removed before start of site work operations. Perform all work in accordance with the requirements of the applicable utility company or agency involved.
- C. When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operations.
- D. Locate, protect, and maintain bench marks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Contractor's expense.
- E. Perform site work operations and the removal of debris and waste materials to assure minimum interference with streets, walks, and other adjacent facilities.
- F. Obtain governing authorities written permission when required to close or obstruct street, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities.
- G. Control dust caused by the work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities.
- H. Protect existing buildings, paving, and other services or facilities on site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items at Contractor's expense.
- I. Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal. Remove or coordinate the removal of traffic signs, parking meters and postal mail boxes with the applicable governmental agency. Provide for temporary relocation when required to maintain facilities and services in operation during construction work.
- J. The Owner will occupy the premises and adjacent facilities during the entire period of construction. Perform site work operations to minimize conflicts and to facilitate Owner's use of the premises and conduct of his normal operations.

PART 2: PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment. As selected by Contractor, except as indicated.

PART 3: EXECUTION

3.01 PREPARATION

- A. Examine the areas and conditions under which site work is performed. Do not proceed with the work until unsatisfactory conditions are corrected.
- B. Consult the records and drawings of adjacent work and of existing services and utilities which may affect site work operations.

END OF SECTION 02 00 00

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies cast-in-place concrete for fence, picnic shelter, playground, basketball hoop footings and retaining wall footing.
- B. Related Sections include the following:
 - 1. Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.
 - 2. Division 2 Section "Cement Concrete Pavement" for concrete pavement and walks.

1.03 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

1.04 QUALITY ASSURANCE

- A. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
 - 1. ACI 301, "Specification for Structural Concrete".
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials".

PART 2: PRODUCTS

2.01 MATERIALS

- A. Concrete: Concrete shall be 4,000 psi 6% air-entrained Portland cement concrete with a record of good local performance.
- B. Aggregate Base: IDOT designated CA-6 material.
- C. Measure, batch, and mix concrete materials and concrete according to ASTM C94. Mix concrete materials in appropriate drum-type batch machine mixer.
- D. Reinforcement:
 - 1. Reinforcing Bars: ASTM A615/A, Grade 60, (420) deformed, size per plans.
- F. Accessories
 - 1. Bar Supports: steel, plastic, or precast concrete of greater compressive strength than concrete.

- A. Form Materials
 - 1. Use form panels that will provide continuous, true, and smooth concrete surfaces. Minimize number of joints.
 - 2. Void Forms: Bio-degradable paper surface structurally sufficient to support weight of plastic concrete.
- B. Expansion Joints: Pre-formed asphalt saturated cellulose fiber.

PART 3: EXECUTION

3.01 PREPARATION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 EXECUTION

- A. Contractor is responsible for protecting all freshly laid concrete from damage, including vandalism. Damaged or vandalized concrete shall be replaced at the direction of the Owner's Representative at no additional cost to the Owner.
- B. Install concrete to areas, depths, and sizes shown on plan details.
- C. Trowel smooth and slope all footings away from pipes, brackets, or center of footing to drain.
- D. Repair and patch defective or honeycombed areas as directed by the Owner's Representative.

END OF SECTION 03 30 00

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. The work of this Section shall consist of furnishing all materials, equipment and labor required for the installation of miscellaneous equipment and hardware as indicated on the Drawings and herein specified, and as needed for a complete and proper installation.
- B. Related Sections include the following: Division 3 “Cast-In-Place Concrete” for footings.

1.03 SUBMITTALS

- A. Product Data: Submit data for each product before ordering.

PART 2: PRODUCTS

2.01 BASKETBALL SYSTEM

- A. Model BA-871A-GV basketball system by Bison Recreational Products, 603 “L” Street, Lincoln, Nebraska 68608, telephone (800-247-7668), www.bisoninc.com, or approved equal.

PART 3: EXECUTION

3.01 INSTALLATION

- A. Install all items per manufacturer’s printed instructions and as required for a complete installation.

END OF SECTION 11 68 00

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes electrical service from transformer, parking lot security light and picnic shelter electrical.

1.03 RELATED WORK

- A. Sections include:
 - 1. Division 2 "Picnic Shelters" for size and style of shelters.

1.04 REGULATORY REQUIREMENTS

- A. 2000 International Building Code
- B. NEC
- C. Americans with Disabilities Act
- D. City of Peoria
- E. NFPA

1.05 DESIGN REQUIREMENTS

- A. All wiring and cables shall be sized (minimum) per National Electric Code.
- B. All conductors shall be copper.

1.06 PROJECT CONDITIONS

- A. Wire and cable routing is diagrammatic. Route wire and cable as required to meet project conditions. Route wire and cable to avoid interference with other work.

1.07 SUBMITTALS

- A. For all products listed.

PART 2: PRODUCTS

2.01 CONDUIT

- A. Rigid non-metallic conduit shall be minimum schedule 40 pvc. Fittings shall be of same material.
- B. Underground conduit may be flexible high density polyethylene in Schedule 40 dimensions.

2.02 WIRE

- A. Type THWN-2 copper wire, not small than 12 awg.

2.03 BREAKER BOX

- A. 60 amp Square D or equal.
- B. Breaker box must be lockable with Owner supplied padlock.
- C. Must be able to lock out.

2.04 GFCI RECEPTACLES

- A. 20 amp with NEMA 3R weatherproof “in-use” covers.

2.05 OUTLET BOXES

- A. Single gang non-metallic with mounting feet for exposed applications.

2.06 GROUNDING AND BONDING EQUIPMENT

- A. Provide all grounding and bonding equipment and supplies necessary for complete grounded and bonded system per code requirements.

PART 3: EXECUTION

3.01 COORDINATION

- A. Contractor shall verify final locations of fixtures before running conduit, cutting, etc.
- B. Shelter posts are pre-cut to allow for electrical outlets.
- C. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete, masonry, and other structural components, as they are constructed.

3.02 CONDUIT INSTALLATION

- A. All underground wiring shall be placed in conduit at a minimum code depth.
- B. Install conduit in accordance with NECA “Standards of Installation” and NEC.
- C. Fasten conduit supports to shelter structure. Route conduit parallel and perpendicular to structural elements.
- D. Conduit shall enter shelter through floor slab at post and continue up post with no kinks, offsets, or junctions until breaker box.

3.03 CONDUCTOR INSTALLATION

- A. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- B. Test continuity before energizing.

3.04 BREAKER BOX INSTALLATION

- A. Install breaker box on shelter post facing in.

3.05 GFCI RECEPTACLE INSTALLATION

- A. Install outlet boxes and GFCI receptacles on shelter posts facing in per cut-out heights on shelter posts.

3.06 GROUNDING AND BONDING

- A. Install electrical grounding and bonding systems as required in accordance with manufacturer's instructions, applicable portions of NEC, and in accordance with recognized industry practices.
- B. Route grounding connections and connectors to ground and protective devices in shortest and straightest paths as possible.

3.07 CLEANING

- A. Clean all equipment prior to final acceptance. Remove construction debris such as knock-outs, clipped wires, etc., from site.

3.08 TESTING

- A. Test continuity of each branch circuit conductor prior to energizing.

END OF SECTION 26 05 00

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Site grading and filling to indicated elevations, profiles, and contours.
 - 2. Preparing subgrades for slabs-on-grade, walks, pavements, and lawns.
 - 3. Topsoil distribution and finish grading.
- B. Related Sections include the following:
 - 1. Division 2 Section "Site Clearing" for site stripping, grubbing, removing topsoil, and protection trees to remain.
 - 2. Division 2 Section "Hot Mix Asphalt Paving" for aggregate base courses.
 - 3. Division 2 Section "Cement Concrete Pavement" for aggregate base courses.
 - 4. Division 2 Sections "Lawns and Seeding" and "Trees and Shrubs" for seedbed preparation for lawns and plantings.

1.03 QUALITY ASSURANCE

- A. Comply with Section 02 00 00 requirements
- B. The Owner may provide for initial testing and inspection during earthwork operations. The Contractor shall pay for any testing and inspection required to verify that remedial work required by failing initial testing meets specifications.
- C. Materials and methods of construction shall comply with the following standards:
 - 1. Illinois Department of Transportation (IDOT)
 - 2. American Society for Testing and Materials (ASTM)
 - 3. American Association for State Highway and Transportation Officials (AASHTO)
 - 4. National Fire Protection Association (NFPA)

1.04 PROJECT CONDITIONS

- A. Protect existing trees, plants, lawns, and other features designated to remain.
- B. Call J.U.L.I.E. before you dig! 1-800-892-0123

- C. Promptly notify Owner's Representative of unexpected sub-surface conditions.

PART 2: PRODUCTS

NOT APPLICABLE

PART 3: EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.02 SITE GRADING

- A. Contractor is responsible for establishing any necessary grade stakes and controls based on surveyor's benchmarks needed on plans.
- B. Perform grading within contract limits, including adjacent transition areas, to new elevations, levels, profiles, and contours indicated. Provide subgrade surfaces parallel to finished surface grades. Provide uniform levels and slopes between new elevations and existing grades.
- C. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes and as follows:
 - 1. Rough grading: Plus or minus 0.10 ft. subgrade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.
 - 2. Provide subgrade surface (to a depth of 4") free of exposed brick, concrete, concrete block, boulders or stones exceeding 4" in greatest dimension in paved areas; 2" lawn and planting areas.
 - 3. Lawn and planting areas: Allow for 6" average depth of topsoil at lawn areas, and 12" depth at planting areas, except as otherwise indicated on the drawings.
 - 4. Paved areas: Shape surface of subgrade areas to line, grade, and cross-section indicated. Provide compacted subgrade suitable to receive paving base materials. Subgrade tolerance plus 0, minus ½".
 - 5. Subgrade: Grade subgrade surface smooth and even, free of voids to the required subgrade elevation. Provide compacted subgrade suitable to receive granular base materials. Tolerance ½" in 10'-0".
- D. Grading at existing trees to remain:
 - 1. Perform grading, within branch spread of existing trees to remain, by hand methods to elevations indicated.

3.03 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.04 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Allow for base material.
- B. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's Representative.

3.05 UNAUTHORIZED EXCAVATION

- A. Unauthorized excavation: Backfill and fill all overexcavation to proper grades. Fill overexcavation at footings with 1,500 psi concrete. Additional labor and material for unauthorized excavation and remedial work at Contractor's expense.

3.06 DRAINAGE

- A. Provide necessary pumps and drainage lines and maintain excavations, including footings and pits, free from water, ice and snow during excavating and subsequent work operations.
- B. Provide drainage of the working area at all times.

3.07 FILLING, BACKFILLING, AND COMPACTING

- A. Topsoil not permitted as fill or backfill under paved areas.
- B. Spread approved fill material uniformly in layers not greater than 6" of loose thickness over entire fill area.
 1. Place and compact each layer of fill to indicated density before placing additional fill material. Repeat filling until proposed grade, profile, or contour is attained.
 2. Suspend fill operations when satisfactory results cannot be obtained because of environmental or other unsatisfactory site conditions. Do not use muddy or frozen fill materials. Do not place fill material on muddy or frozen subgrade surface.
 3. Maintain surface conditions which permit adequate drainage of rain water and prevent ponding of surface water in pockets. When fill placement is interrupted by rain, remove wet surface materials or permit to dry before placing additional fill material.
- C. Filling at existing trees to remain:
 1. Minor fills of 6" or less: Fill with topsoil; hand grade to required finish grade elevation.
- D. Fill all areas of settlement to proper grade before subsequent construction operations are performed.
- E. Compaction:
 1. Provide compaction control for all fill and backfill.

2. Compact top 12" of subgrade and each layer of fill or backfill material at slabs-on-grade, retaining walls, and paved areas to 98% of maximum dry density at optimum moisture content in accordance with ASTM D698 Standard Proctor Method. Extend compaction at least 5'-0" at both sides of foundations and retaining walls and at least 1'-0" beyond slabs-on-grade and paving.
 3. Compact top 6" of subgrade and each layer of fill material at lawns and unpaved areas to 85% of maximum dry density at optimum moisture content in accordance with ASTM D698 Standard Proctor Method.
 4. Water settling, puddling, and jetting of fill and backfill materials as a compaction method are not acceptable.
 5. Maintain moisture content of materials, during compaction operations within required moisture range to obtain indicated compaction density.
 6. Provide adequate equipment to achieve consistent and uniform compaction of fill and backfill materials.
- F. Compaction operations: Provide full-time field inspection and testing during structure slabs and paved areas filling and compaction operations. Test each lift of fill to verify compaction meets specified requirements. Provide periodic inspection and testing during site area filling and compaction operations.
- B. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, provide additional compaction until specified density is achieved, or remove and replace defective materials with new materials as directed by the Owner's Representative. Cost of additional labor, materials, and testing to attain specified density at Contractor's expense.

3.08 FINE GRADING

- A. Uniformly distribute and spread topsoil. Provide 6" average depth at lawn areas. Provide additional imported topsoil as required to complete the work. Use loose, clean, dry topsoil. Do not use frozen or muddy topsoil. Place during dry weather.
- B. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of subgrades.
- C. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 1" or larger in any dimension and all debris. Provide surfaces suitable for soil preparation provided under lawn and planting work.
- D. Manually install topsoil at trees to remain. Avoid damage to root systems.
- E. Maintenance:
 1. Protect finish graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and damaged areas.
 2. Where completed areas are disturbed by construction operations or adverse weather, scarify, re-shape, and compact to required density.
 3. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Stockpile or spread surplus satisfactory soil at designated storage areas on site as directed by Owner's Representative.
- B. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 05 00

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees and vegetation to remain.
 - 2. Topsoil stripping and stockpiling.
- B. Related Sections include the following:
 - 1. Division 2 Section “Earthwork” for soil materials, excavating, backfilling, site grading, topsoil placement, and finish grading.
 - 2. Division 2 Sections “Lawns and Seeding” and “Trees and Shrubs” for seedbed preparation for seeding and planting.

1.03 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of weeds, roots, and other deleterious materials.

1.04 MATERIALS OWNERSHIP

- A. Except for materials indicated to be stockpiled or to remain Owner’s property, cleared materials shall become Contractor’s property and shall be removed from the site.

1.05 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Park and Pavilion to remain open during duration of construction.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on site.
- D. Call J.U.L.I.E. before you dig! 1-800-892-0123

PART 2: PRODUCTS

NOT APPLICABLE

PART 3: EXECUTION

3.01 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.02 TREE PROTECTION

- A. Protect existing trees scheduled to remain against injury or damage, including cutting, breaking, or skinning of roots, trunks or branches, smothering by stockpiled construction materials, excavated materials or vehicular traffic within branch spread.
 - 1. Protect designated trees with a temporary 4'-0" high orange fence enclosure to the drip line of the tree. Obtain Owner's Representative's approval of tree protection prior to proceeding with site preparation.
 - 2. Erect temporary fencing before commencing site preparation work. Maintain fencing during full construction period. Remove temporary fencing when no longer needed or when acceptable to Owner's Representative.
 - 3. Interfering branches of trees scheduled to remain may be removed when acceptable to the Owner's Representative.
 - 4. Repair trees scheduled to remain and damaged by construction operations in a manner acceptable to the Owner's Representative. Repair damaged trees promptly to prevent progressive deterioration caused by damage.
 - 5. Replace trees scheduled to remain and damaged beyond repair by construction operations, as determined by the Owner's Representative, with trees of similar size and species. Cost for tree replacement shall be determined in accordance with the Tree Evaluation Formula as described in "A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens", published by the International Society of Arboriculture.
 - 6. Repair and replacement of trees scheduled to remain and damaged by construction operations or lack of adequate protection during construction operations shall be at Contractor's expense.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.03 TOPSOIL STRIPPING

- C. Remove sod, grass, trees, and other debris before stripping topsoil.
- D. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
- E. Strip topsoil to its full depth at building areas, and all areas to be regraded, resurfaced, or paved within contract limit work area.
- F. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil.
- G. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within drip line of remaining trees.
 - 3. Respread any excess topsoil as directed by Owner's Representative.
- H. No topsoil shall be removed from the site.

3.04 REMOVAL OF ABOVE AND BELOW GRADE IMPROVEMENTS

- A. Call J.U.L.I.E. before you dig! 1-800-892-0123
- B. Remove existing site improvements as noted on plans, including, but not limited to concrete drain pipes and culverts, fencing, and miscellaneous debris, etc.

3.05 SALVAGED MATERIALS

- A. Remove and store items noted on plans. Arrange delivery of items to Owner's yard.

3.06 DISPOSAL OF WASTE MATERIALS

- A. Stockpile, haul from site, and legally dispose of waste materials and debris. Accumulation is not permitted.
- B. On-site burning of combustible cleared materials is not permitted.
- C. If woody debris is chipped, contractor may stockpile wood chips only at on-site location approved by Owner's Representative.

END OF SECTION 31 10 00

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- B. This Section includes the following:
 - 1. Aggregate base course.
 - 2. Hot-mix asphalt paving.
 - 3. Pavement-marking paint.
 - 4. Basketball court paving.
- C. Related Sections include the following:
 - 1. Division 2 Section "Earthwork" for grading and subbase preparation.
- D. Work of this Section may require more rigid preparation and construction tolerances than those encountered in typical pavement construction.

1.03 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: For standard mix.
- C. Qualification Data: For manufacturer.
- D. Material Certificates: For each paving material, signed by manufacturers.

1.05 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - 1. Review proposed job mixes and verify locations for installation of each.

2. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
3. Review condition of subgrade and preparatory work.
4. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
5. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.06 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, or if the following conditions are not met:
 1. Asphalt Base Course: Minimum surface temperature of 40 deg F (4 deg C) and rising at time of placement.
 2. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.5 deg C) at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4 deg C) for oil-based materials, 50 deg F (10 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C).

PART 2: PRODUCTS

2.01 MATERIALS

- A. Aggregate Base Course: IDOT's designated CA-6 material.
- B. Asphalt Cement: The asphalt cement shall be an AC-40 supplied by an IDOT approved supplier.
- C. Prime Coat: ASTM D 2027; medium-curing cutback asphalt; MC-30.
- D. Tack Coat: ASTM D 977, emulsified asphalt or ASTM D 2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- E. Mixes:
 1. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with ASTM D 3515 and the IDOT Standard Specification for Road and Bridge Construction, (latest edition). Recycled asphalt shall not be used in prepared mixtures.

2. Binder Course: Class I, Mixture B.
 3. Surface Course: Class I, Mixture D.
- F. Pavement Marking Paint: Factory-mixed, quick drying, non-bleeding paint specifically formulated for marking bituminous concrete surfaces, yellow in color.

PART 3: EXECUTION

3.01 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Aggregate Base: Install aggregate base up to 5" thickness, in single course; install 5" and greater thickness in 2 equal courses, total compacted depth as shown on plans.
- B. Compact aggregate base to 98% of standard Proctor maximum dry density (ASTM D-698).
- C. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- D. Install bituminous concrete in two courses, binder course and surface course, total compacted depth as shown on plans.
 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- E. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
- F. Compact the bituminous concrete mixture to not less than 94 percent, nor greater than 100 percent of maximum theoretical density in a timely manner.
- G. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
- H. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
- I. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

- J. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- K. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

3.03 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus ¼ inch (6 mm).
 - 2. Surface Course: Plus 1/8 inch (3 mm), no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3 m) straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/8 inch (3 mm).
 - 2. Surface Course: 1/8 inch (3 mm).

3.04 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.
 - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.07 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Owner's Representative.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).

3.08 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from project site and legally dispose of them.

END OF SECTION 02741

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Aggregate base course.
 - 2. Exterior cement concrete pavement for curbs and gutters.
 - 3. Exterior cement concrete pavement for walkways.
 - 4. Exterior cement concrete pavement for picnic shelter slabs.
- B. Related Sections include the following:
 - 1. Division 2 Section "Earthwork" for subgrade preparation and grading.
 - 2. Division 3 Section "Cast-In-Place Concrete" for post footings, shelter footings and retaining wall.

1.03 SUBMITTALS

- A. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- B. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
 - 5. Joint fillers.
 - 6. Layout of joint pattern under picnic shelter

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.
 - 1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- D. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete", unless modified by the requirements of the Contract Documents.

PART 2: PRODUCTS

2.01 AGGREGATE BASE COURSE

- A. Aggregate Base Course: IDOT designated CA-6 material.

2.02 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves of a radius 100 feet (30.5 m) or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.03 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Fabric: 6 x 6 w1.4/1.4, ASTM A185, fabricated from as-drawn steel wire into flat sheets.
- B. Epoxy-Coated Joint Dowel Bars: #4, 12" length, ASTM A775/A775M; with ASTM A615/A615M, Grade 60 (Grade 420), plain steel bars.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 - 1. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer coated wire bar supports.

2.04 CONCRETE MATERIALS

- A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.
- B. Portland Cement: ASTM C150, Type I.
- C. Aggregate: ASTM C33, uniformly graded, from a single source, 1" maximum size, clean, uncoated crushed stone or gravel course aggregate free of materials which cause staining or rust spots; fine aggregate shall be clean natural sand.
- D. Water: Clean, fresh, and potable.

- E. Fiber Reinforcement: 100% virgin polypropylene fibrillated fibers conforming to ASTM C1116. The fiber length and quantity for a specific concrete mix shall be in accordance with the manufacturer's recommendations.

2.05 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.
- B. Air-Entraining Admixture: ASTM C260.
- C. Water-Reducing Admixture: ASTM C494, Type A.

2.06 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- B. Water: Potable.
- C. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- D. Curing Compound: ASTM C309, Type I, Class B.

2.07 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber, or ASTM D1752, cork or self-expanding cork.
- B. Joint Sealants: Two component polysulfide or polyurethane elastomeric type complying with FS TT-S-00227 Self-leveling, designated for foot traffic.

2.08 CONCRETE MIXES

- A. Provide ASTM C94 ready-mixed concrete. Batch mixing at site is not acceptable.
- B. Proportion mixes to provide concrete with the following properties:
 - 1. Compressive Strength (28 Days): 4000 psi (27.6 MPa).
 - 2. Slump Range: 2" to 4" maximum.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5 percent:
 - 1. Air Content: 6.0 percent for 1-inch (25-mm) maximum aggregate.

PART 3: EXECUTION

3.01 PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

- B. Provide compacted granular base material as shown on plans. Compact granular base to 98% of the maximum dry density in accordance with ASTM D698 Standard Proctor Method.
- C. When thickness of compacted aggregate base course is 6 inches or less, place materials in a single layer.
- D. When thickness of compacted aggregate base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when completed.
- E. Remove loose material from compacted subbase surface immediately before placing concrete.

3.02 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.03 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.04 JOINTS

- A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.
 - 1. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
- C. Isolation Joints: Form construction joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet (15.25 m), unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - 4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Install dowel bars and support assemblies at joints. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Grooved joints or sawed joints are acceptable with the following retraction: the same type of joint must be used for the entire site. Do not mix types.
 2. Place control joints in pattern and spacing indicated. When not indicated, provide spacing equal to slab width and not greater than 5'-0" on center.
 3. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
 - a) Radius: $\frac{1}{4}$ inch (6 mm).
 4. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut $\frac{1}{8}$ -inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.
1. Radius: $\frac{1}{2}$ inch (10 mm).

3.05 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery, at Project site, or during placement.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Provide minimum 4" thick walks and minimum 4" thick shelter slabs, except as otherwise indicated.
- H. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
- I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or derbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations.

- J. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- K. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.06 CONCRETE FINISHING

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.
- C. Complete surface finish as follows:
 - 1. Walks and Shelter Slabs: medium textured broom finish. Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 - 2. Ramps: Provide ramps with truncated domes as required by ADA, the City of Peoria and the Illinois Department of Transportation.

3.07 CONCRETE PROTECTION AND CURING

- A. Protection of work from graffiti or vandalism is the sole responsibility of the contractor. Vandalism to work during the construction period will be repaired or replaced (at the Owner's Representative's discretion) at no additional cost to the Owner. The contractor is strongly urged to schedule all concrete pours, finishing, and staffing with mischievous children in mind.
- B. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and following recommendations in ACI 305R for hot-weather protection during curing.
- C. Protect concrete work from damage due to construction and vehicular traffic until final acceptance. Exclude construction and vehicular traffic from concrete pavements for at least 14 days.
- D. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture-retaining-cover curing or curing compound:
 - 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.08 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 1. Elevation: $\frac{1}{4}$ inch (6 mm).
 2. Thickness: Plus $\frac{3}{8}$ inch (9 mm), minus $\frac{1}{4}$ inch (6 mm).
 3. Surface: Gap below 10-foot- (3m-) long, unleveled straightedge not to exceed $\frac{1}{4}$ inch (6 mm).
 4. Joint Spacing: 3 inches (75 mm).
 5. Contraction Joint Depth: Plus $\frac{1}{4}$ inch (6 mm), no minus.
 6. Joint Width: Plus $\frac{1}{8}$ inch (3 mm), no minus.

3.09 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified testing and inspection agency to sample materials, perform tests and submit test reports during concrete placement.

3.10 REPAIRS AND CLOSEOUT

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Basketball Court Fencing
 - 2. Grounding and Bonding.
- B. Related Sections include the following:
 - 1. Division 3 Section “Cast in Place Concrete” for post footings.

1.03 SUBMITTALS

- A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:
 - 1. Fence posts, rails, and fittings.
 - 2. Chain-link fabric, reinforcements, and attachments.
- B. Product Certificates: Signed by manufacturers of chain-link fences certifying that products furnished comply with requirements.
- C. Qualification Data: Include lists of completed backstop projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed chain-link fences and backstops similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

1.05 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for basketball court fence shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Framework: Steel pipe with 1.8 ounces of zinc coating per square foot of surface area conforming to Standard Specification ASTM F1043 – Group IA; (external coatings per F1043 paragraph 7.1.1; internal coatings per F1043 paragraph 7.2.1) or, high strength steel pipe triple coated per Standard Specifications ASTM F1043-Group IC; (external coatings per F1043 paragraph 7.1.2; internal coatings per F1043 paragraph 7.2.4).

All coatings to be applied after welding.

Pipe shall be straight, true to section and conform to the following weights:

| <u>Pipe Size Outside Diameter</u> | <u>Group IA Weight Lbs./Ft.</u> | <u>Group IC Weight Lbs./Ft.</u> |
|---------------------------------------|-------------------------------------|-------------------------------------|
| 1 5/8" | 2.27 | 1.84 |
| 2" | 2.72 | 2.28 |
| 2 1/2" | 3.65 | 3.12 |
| 3" | 5.79 | 4.64 |
| 3 1/2" | 7.58 | 5.71 |
| 4" | 9.11 | 6.56 |
| 6 5/8" | 18.97 | ---- |

- B. Fabric: Aluminized fabric shall be manufactured in accordance with ASTM A-491 and coated before weaving with a minimum of 0.4 ounces of aluminum per square foot of surface area. The steel wire and coating shall conform to ASTM A-817. Fabric to be 9 gauge woven in a 2" diamond mesh. Top selvage to be twisted and barbed. Bottom selvage to be knuckled.

2.02 COMPONENTS

- A. Fittings:

Post Caps: Pressed steel, cast iron or cast aluminum alloy designed to fit snugly over posts to exclude moisture. Supply cone type caps for terminal posts and loop type for line posts. All fittings to conform to ASTM F-626.

Rail and Brace Ends: Pressed steel, cast iron or cast aluminum alloy, cup-shaped to receive rail and brace ends. Supply cast iron caps with integral angled socket to receive backstop hood posts.

Rail Sleeves: Tubular steel, 0.051 thickness x 7" long, expansion type.

Tension Bars: Steel strip, 5/8" wide x 3/16" thick.

Tension Bands: Pressed steel, 14 gauge thickness x 3/4" wide.

Brace Bands: Pressed steel, 12 gauge thickness x 3/4".

Truss Rods: Steel rod, 3/8" diameter merchant quality with turnbuckle.

Tie Wires: Aluminum, 9 gauge, alloy 1100-H4 or equal.

Hog Rings: Steel wire, 11 gauge, with a minimum zinc coating of 0.80 ounces of per square foot of wire surface.

2.03 FENCE GROUNDING

- A. Ground Rod: 5/8" diameter x 120" length copper clad steel rod.
- B. Clamp: Cast bronze mechanical clamp with bronze or stainless steel bolts and washers.
- C. Bonding Jumper: Braided copper tape, 1" wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.

PART 3: EXECUTION

3.01 INSTALLATION

- A. General: Installation to conform to ASTM F-567. Stake and verify locations before commencing work.
- B. Height: Basketball Fence shall be 10' tall.
- C. Post Spacing: As shown on plans.
- D. Post Setting: Set terminal and line posts plumb in concrete footings. Top of footing to be 2" below asphalt or 6" below finish grade in lawn or bedding areas and sloped to direct water away from posts. Footings shall extend 42" below finish grade and be 12" in diameter.
- E. Bracing: Brace terminal posts back to adjacent line posts with horizontal brace rails and diagonal truss rods.
- F. Top and Bottom Rails: Provide top and bottom rails for entire length of backstop.
- G. Fabric: Pull fabric taut with bottom selvage 1" above grade. Fasten to terminal posts with tension bars threaded through mesh and secured with tension bands at maximum 15" intervals. Tie to posts and top rails with tie wires spaced at maximum 12" on posts and 24" on rails.
- H. Fasteners: Install nuts for fittings, bands and hardware bolts on inside of fence.
- I. Grounding: Provide grounding for basketball court fence. Drive top of ground rod 6" below grade and connect rod to posts with bonding jumper.

3.02 COMPLETION

- A. The area of installation shall be left free of debris caused by the installation of the fence.

END OF SECTION 32 31 13

PART 1: GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 2: Earthwork
 - 2. Division 2: Erosion Control

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Seedbed preparation
 - 2. Turfgrass Seeding and Fertilization
 - 3. Maintenance

1.03 SUBMITTALS

- A. Installer Qualifications: Submit installer qualifications as noted under quality assurance.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Qualification Data: For landscape installer.
- D. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns during a calendar year. Submit before expiration of required maintenance periods.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications, Turfgrass:
 - 1. Installer must have a work record of at least ten (10) successful turf seeding projects similar to this project. Provide list and contact numbers for at least five (5) projects.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers. Store in a manner to prevent wetting and deterioration.

1.06 PROJECT CONDITIONS

- A. Notification: Notify Owner's Representative at least 7 working days prior to the start of seeding operations.
- B. Perform seeding work only after planting and other work affecting ground surface has been completed.
- C. Restrict traffic from lawn areas until grass is established.

1.07 SCHEDULING

- A. Planting Restrictions:
 - 1. Turfgrass Seeding: Turfgrass seeding shall be performed between Mid-August and September of 2022. If this date is missed, Contractor shall return late April 2023 to complete seeding.

PART 2: PRODUCTS

2.01 SEED

- A. Turfgrass Seed: Fresh, clean, and new-crop seed mixture.
 - 1. Composed of the following varieties, mixed to the specified proportions by weight and tested to minimum percentages of purity and germination. Poa annua, bent grass, and noxious weed seed free.
 - 2. Proportions by weight:

| | | |
|--------------------------------|-----|-----|
| Rugby Kentucky Bluegrass | 25% | |
| Ram I Kentucky Bluegrass | 25% | |
| Palmer Perennial Ryegrass | 10% | |
| Reliant II Creeping Red Fescue | | 20% |
| Scaldis Hard Fescue | 20% | |
- Ratio: 5 lbs/1000 sq. ft.

2.02 FERTILIZER

- A. Slow-Release Fertilizer: Provide slow release commercial 11-9-4 fertilizer delivered to the site in bags. Labeled with the manufacturer's guaranteed analysis.

2.03 HERBICIDES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

PART 3: EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive lawn. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 TURFGRASS PREPARATION

- A. Spread topsoil as required to provide a smooth seed bed.
- B. Grade seed beds to remove all ridges and depressions, and to provide smooth, continuous, firm planes that ensure proper drainage.
- C. Remove all rocks (>1”), soil lumps, sticks, and other deleterious material.

3.03 TURFGRASS PLANTING

- A. Sow turfgrass seed at 5 lbs./1000 sq. ft. Seed may be broadcast and lightly raked, or slit-seeded at Contractor’s option. Either method shall require two passes at right angles to evenly distribute seed.
- B. Promptly after seeding, wet seed bed thoroughly, and keep moist throughout germination period.
- C. Fertilizer: Apply specified fertilizer at 20 lbs./1000 sq. ft. and rake lightly into soil.
- D. Straw mulch seeded areas uniformly at a rate of 2 tons straw/acre. Mulch shall be mechanically crimped into soil with suitable equipment.
- E. Protect turf areas from trampling until final completion.

3.04 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION 32 92 19

ATTACHMENT A.6

INSURANCE REQUIREMENTS
ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. COMMERCIAL GENERAL AND UMBRELLA LIABILITY INSURANCE

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. CONTINUING COMPLETED OPERATIONS LIABILITY INSURANCE

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least one (1) year following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. BUSINESS AUTO AND UMBRELLA LIABILITY INSURANCE

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. WORKERS COMPENSATION INSURANCE

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. GENERAL INSURANCE PROVISIONS

- 1. Evidence of Insurance.** Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

- 2. Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.
- 3. Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- 5. Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited legal fees (attorney's and paralegal's fees and court costs), arising

out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

SAMPLE LIABILITY INSURANCE ENDORSEMENT

The following spaces preceded by an asterisk (*) need not be completed if this endorsement and policy have the same inception date.

| | | |
|--|-----------------------------------|------------|
| ATTACHED TO AND FORMING PART OF POLICY NUMBER | *EFFECTIVE DATE OF ENDORSEMENT | *ISSUED TO |
|--|-----------------------------------|------------|

This endorsement changes the policy. Please read it carefully.

AUTOMATIC ADDITIONAL INSURED

The following provision is added to (SECTION II), Who Is An Insured.

5. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below.
- a. The Limits of Insurance provided on behalf of the Additional Insured are not greater than those required by such contract.
 - b. The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - c. All insuring agreements, exclusions and conditions of this policy apply.
 - d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Except when required otherwise by contract, this insurance does not apply to:

- 1) "Bodily injury" or "property damage" occurring after
 - a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the site of the covered operations has been completed; or
 - b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2) "Bodily injury" or "property damage" arising out of any act or omission of the Additional Insured(s) or any of their employees, other than the general supervision of work performed for the Additional Insured(s) by you.
- 3) "Property damage" to
 - a) Property owned, used or occupied by or rented to the Additional Insured(s);
 - b) Property in the care, custody or control of the Additional Insured(s) or over which the Additional Insured(s) is for any purpose exercising physical control; or

- c) “Your work” for the Additional Insured(s).

With respect to Additional Insureds who are architects, engineers or surveyors, this insurance does not apply “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:

- a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- b) Supervisory, inspection or engineering services.

Any coverages provided hereunder shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

No person or organization is an Additional Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

END OF ATTACHMENT A.6

Locked in Wage Determination for Davis-Bacon Compliance

The rates found in the wage determination in place at the time this project was let out to bid will be locked in as the minimum paid to all laborers and mechanics on site for the entirety of this public facilities project. If the wage determination updates within a reasonable time to accommodate a bid addendum, one shall be released.

Wage Determination Number: **IL20220003**

Wage Determination Date: **05/06/22**

Section 3 Clause

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The

notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



**CITY OF PEORIA
COMMUNITY DEVELOPMENT DEPARTMENT
GRANTS DIVISION
SECTION 3 REPORTING**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) REGULATIONS REQUIRE JURISDICTIONS TO COLLECT SECTION 3 INFORMATION TO THE BEST OF ITS ABILITY. THE PURPOSE OF SECTION 3 IS TO ENSURE THAT EMPLOYMENT AND ECONOMIC OPPORTUNITIES GENERATED BY HUD FINANCIAL ASSISTANCE IS DIRECTED, WHEREVER FEASIBLE, TO LOWER INCOME PERSONS.

CONTRACTOR INFORMATION AND CERTIFICATION

| | | |
|---------------------------------------|---------------------------|------------------------------------|
| 1. Contractor Name and Address | 2. Project No. | 3. Dollar Amount of Project |
| | 4. Primary Contact | 5. Phone No. |
| | 6. E-mail | 7. Date Report Submitted |
| 8. Reporting Period | | |
| 9. Project Site/Location | | |

Type of Business

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Joint Venture

Please check the following if applicable:

- ☐ Is your company woman owned?
- ☐ Is your company minority owned?

If so, please indicate minority group: _____

Section 3 Business Concern Qualifications

Please check the box for the items that apply to your business.

- ☐ Is your business at least 51% owned and controlled by low- or very low- income residents?
- ☐ Are at least 75% of the labor hours performed by your business over the last 3 months done so by Section 3 Workers?
- ☐ Is at least 51% of your business owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing?

I certify that the above-named Business is my own and the information provided is true to the best of my knowledge and belief. I understand the information provided may be subject to verification by local and federal agencies, and that there is a penalty for falsifying information.

Signature

Date



WORK FORCE BREAKDOWN

| Employment and Training | | | | | |
|----------------------------------|---|---|---|-----------------------------------|---|
| Job Category | Total Estimated Hours needed for Project | Number of Hours Allocated to Permanent Employees | Number of Hours Allocated to Section 3 Residents | Number of Vacant Positions | Number of Vacant Positions to be filled with Section 3 Residents |
| Professionals | | | | | |
| Technicians | | | | | |
| Office/Clerical | | | | | |
| | | | | | |
| Construction Trades Used: | | | | | |
| Plumbing | | | | | |
| HVAC/Mechanical | | | | | |
| Electrical | | | | | |
| Roofing | | | | | |
| General | | | | | |
| Other (List Below): | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Totals: | | | | | |

Note: For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at 25% or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5% or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5% is included as part of the 25%.



INCOME CERTIFICATION FOR SECTION 3 RESIDENTS

Please have all Section 3 employees complete this form, if applicable.

| | | |
|-----------------------|------------------------------------|------------------------------------|
| Employee Name: | | |
| Job Title: | | |
| Select One: | <input type="checkbox"/> Part-Time | <input type="checkbox"/> Full-Time |
| Hours/Week | | |
| Employee Address | | |
| Employee Phone Number | | |

Please check the box next to the number of people in your household on the table below:

| | | | | | | | | |
|--------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Number of People in Household: | <input type="checkbox"/> 1 | <input type="checkbox"/> 2 | <input type="checkbox"/> 3 | <input type="checkbox"/> 4 | <input type="checkbox"/> 5 | <input type="checkbox"/> 6 | <input type="checkbox"/> 7 | <input type="checkbox"/> 8 |
| Total Household Income: | \$42,750 | \$48,850 | \$54,950 | \$61,050 | \$65,950 | \$70,850 | \$75,750 | \$80,600 |

In the past year, was your **total household income** above or below the amount underneath the number you checked? ☐ Above ☐ Below

Were you offered health insurance at this business (even if you did not accept it)? ☐ Yes ☐ No

Do you live in public housing? ☐ Yes ☐ No

Please select your race, checking all that apply:

☐ White ☐ Asian ☐ Native Hawaiian/Other Pacific Islander
☐ Black/African American ☐ American Indian/Alaskan Native ☐ Other: _____

Are you Hispanic/Latino? ☐ Yes ☐ No

*By signing below, I verify that the information provided on this form is correct to the best of my knowledge. I understand that this information is subject to review by the City of Peoria and the U.S. Department of Housing and Urban Development, and that I may have to provide income documentation if requested. **Please note:** Because these are public funds, all information submitted in this application is subject to publication and/or disclosure under the Freedom of Information Act.*

Employee Signature

Date



JOB OPPORTUNITY POSTING

BUSINESS INFORMATION

| | |
|---------------------|--|
| Company Name | |
| Industry | |
| Size | |
| Address | |
| Zip Code | |
| City | |
| State | |

HUMAN RESOURCE CONTACT DETAILS

| | |
|---------------------|--|
| Name | |
| Phone Number | |
| E-mail | |

JOB OPPORTUNITY WEBLINK

| |
|--|
| |
|--|

SUMMARY:

MINIMUM REQUIREMENTS:

IMPORTANT SKILLS:

APPLY BY:
POSITION OPEN UNTIL:

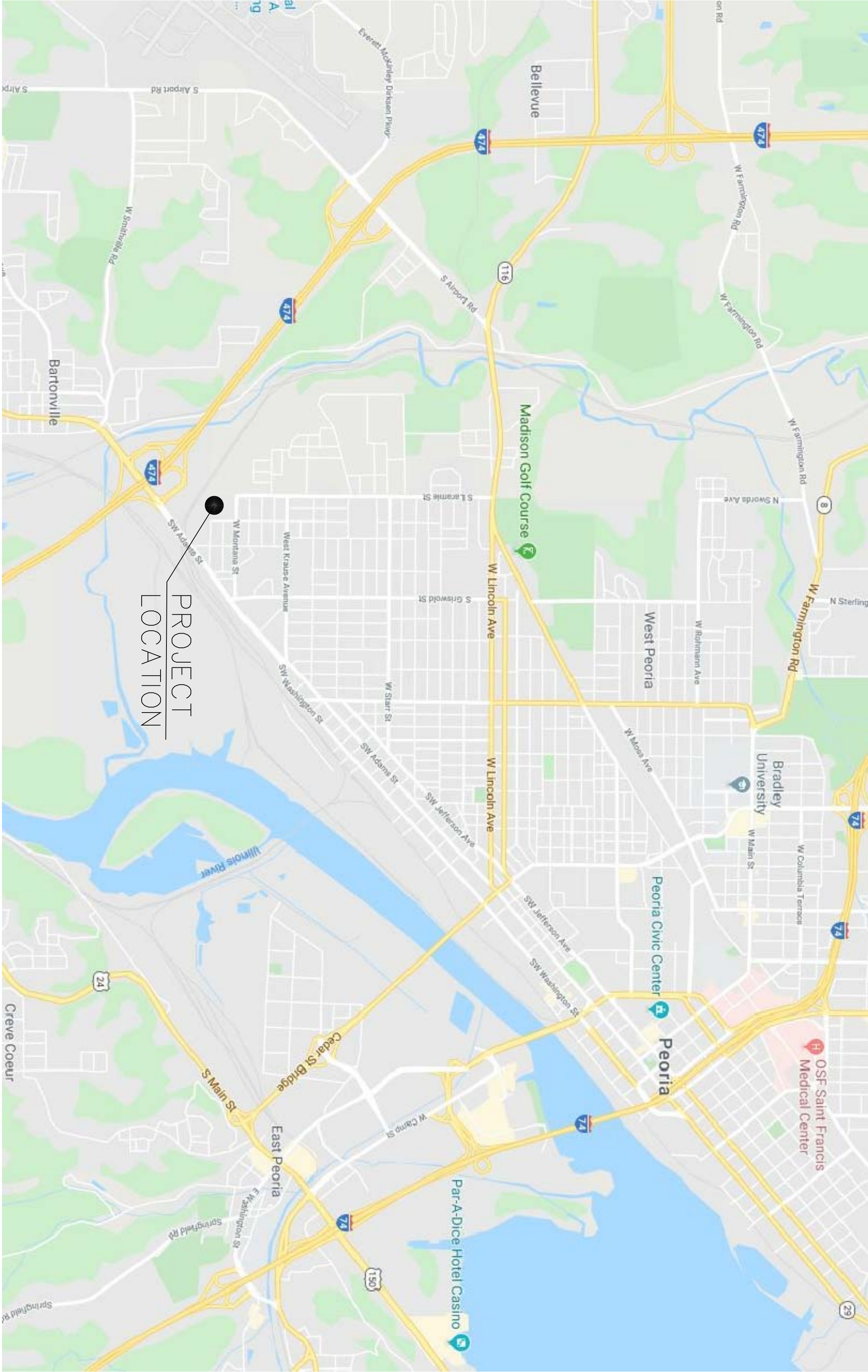
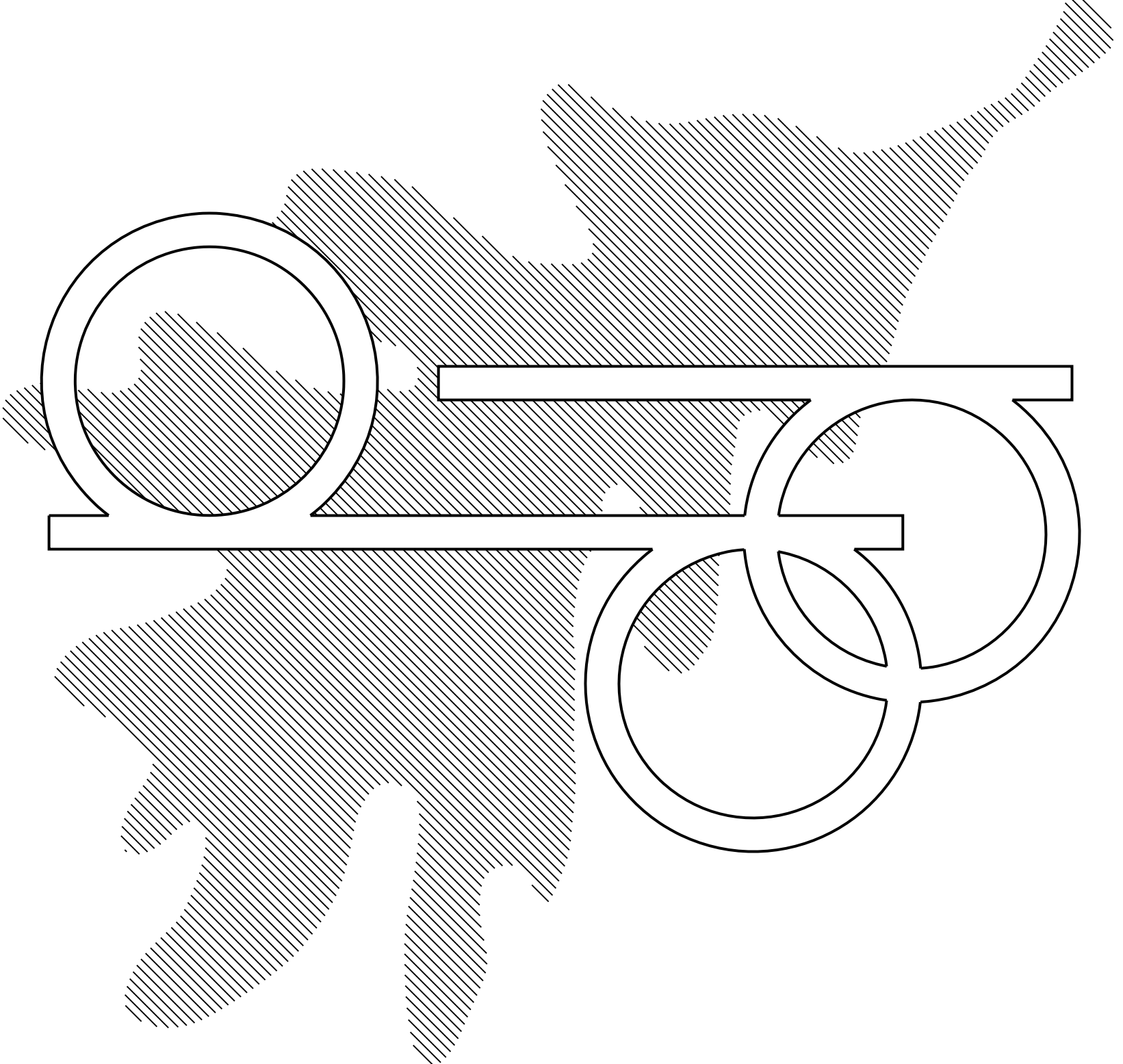
Project #: 22-044
PARK IMPROVEMENTS
TREWYN PARK
2219 S. IDAHO ST.
Peoria, IL 61605

Index of Sheets:

- 1. Site Survey
- 2. Demolition and Stormwater Plan
- 3. Site Plan
- 4. Grading Plan
- 5. Detail Sheet 1
- 6. Detail Sheet 2
- 7. Detail Sheet 3
- 8. Detail Sheet 4

Pleasure Driveway and Park District of Peoria, IL
Planning, Design and Construction Division
1314 N. Park Road
Peoria, IL 61604

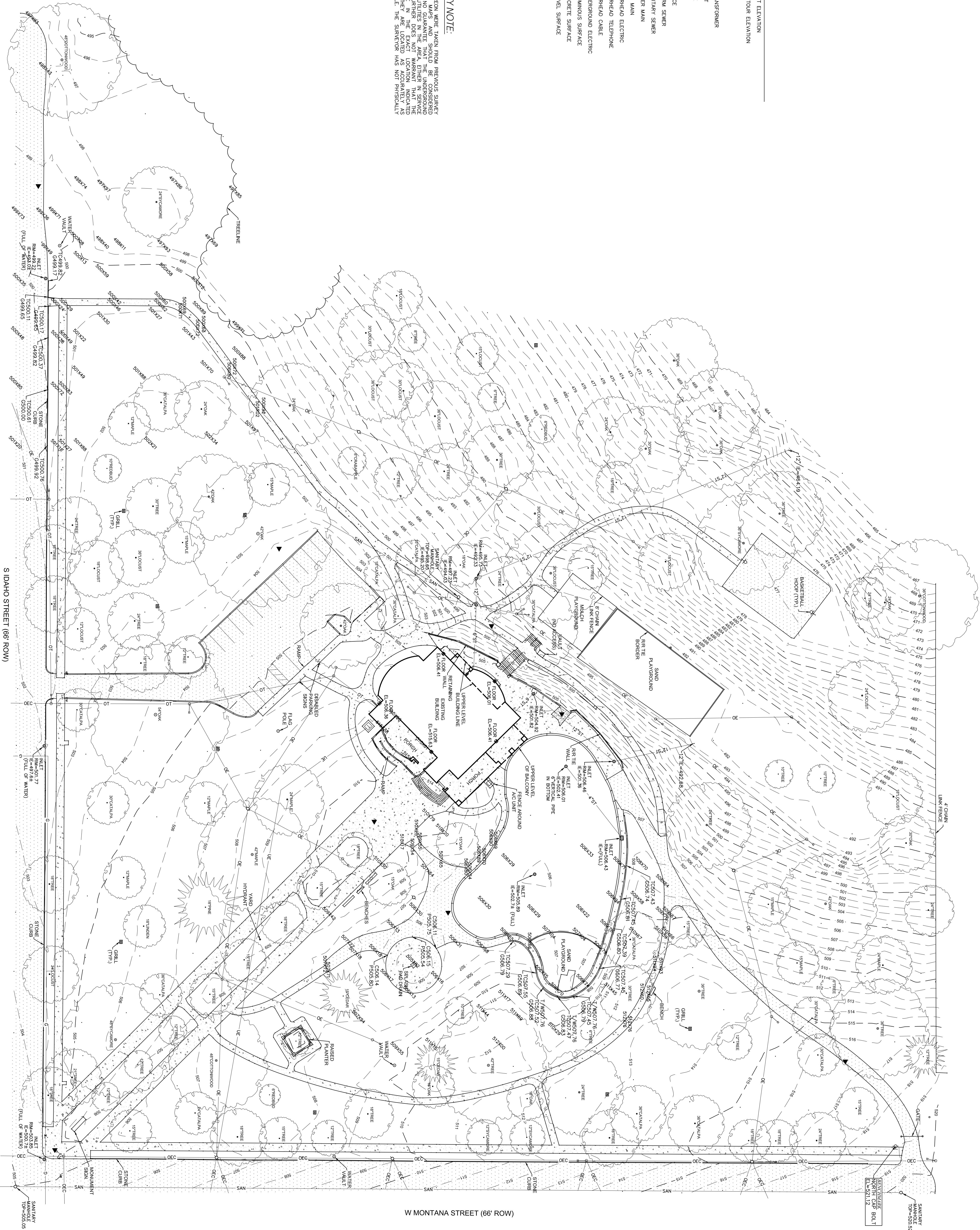
Bidding Documents:
May 24, 2022



- LEGEND**
- EXISTING SPOT ELEVATION
EXISTING CONTOUR ELEVATION
LIGHT POLE
POWER POLE
ELECTRIC TRANSFORMER
FIRE HYDRANT
WATER VALVE
GAS VALVE
EXISTING FENCE
EXISTING STORM SEWER
EXISTING SANITARY SEWER
EXISTING WATER MAIN
EXISTING GAS MAIN
EXISTING OVERHEAD ELECTRIC
EXISTING OVERHEAD TELEPHONE
EXISTING OVERHEAD CABLE
EXISTING UNDERGROUND ELECTRIC
EXISTING BITUMINOUS SURFACE
EXISTING CONCRETE SURFACE
EXISTING GRAVEL SURFACE

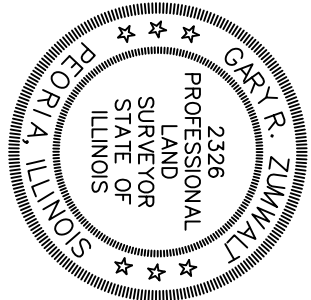
UTILITY NOTE:

UNDERGROUND UTILITIES AS SHOWN HEREON WERE TAKEN FROM PREVIOUS SURVEY INFORMATION OR UTILITY COMPANY RECORDS AND SHOULD BE CONSIDERED APPROXIMATE. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR NOT IN SERVICE. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NO PERSONAL KNOWLEDGE OF THE LOCATION OF THE UTILITIES SHOWN AND NO PERSONAL KNOWLEDGE OF THE LOCATION OF THE UTILITIES SHOWN.

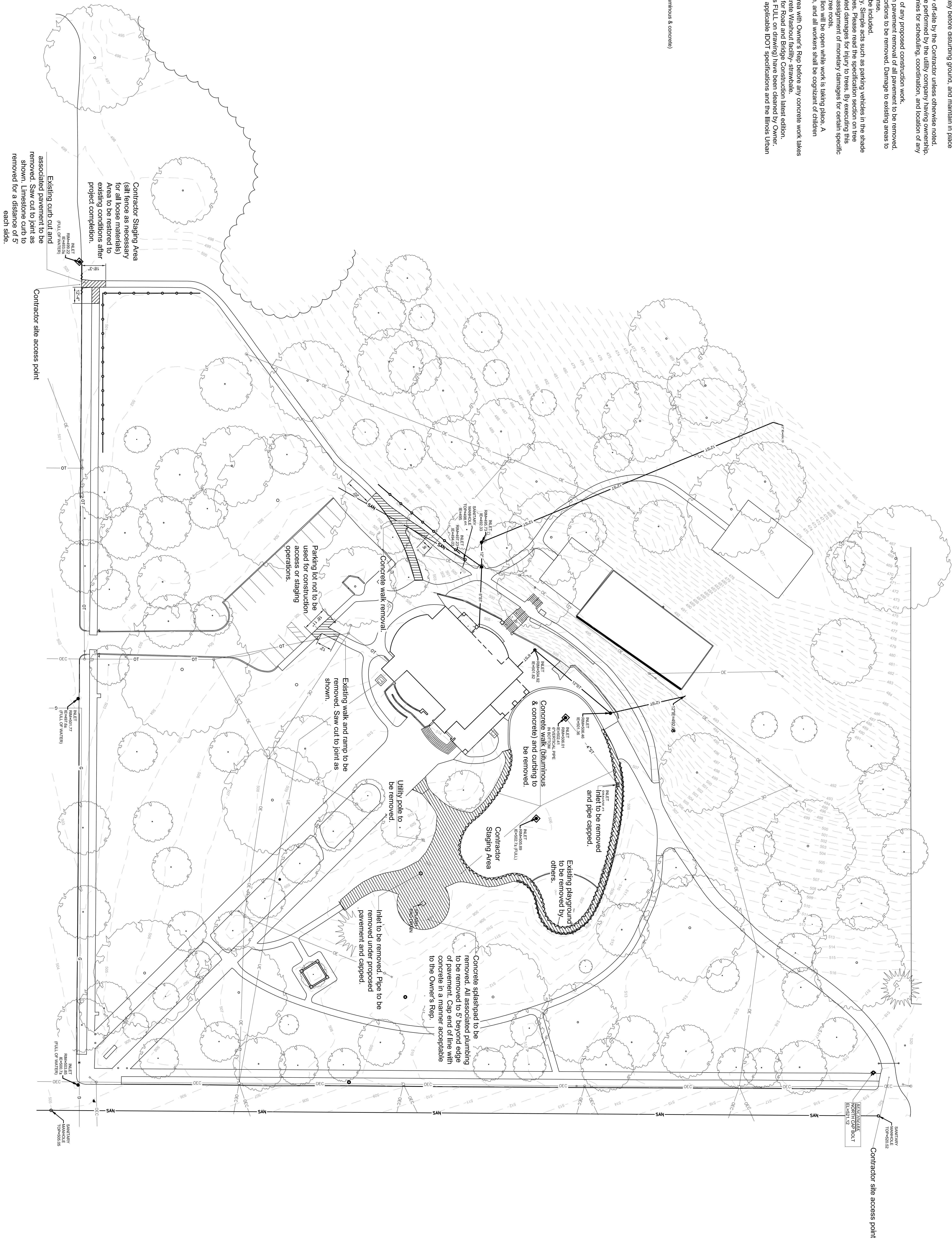


STATE OF ILLINOIS)
COUNTY OF PEORIA)
WE, ZUMWALT & ASSOCIATES, INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT THE SURVEY HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID TOPOGRAPHY SURVEY AS DRAWN TO A SCALE OF 1" = 30 FEET AND CORRECT REPRESENTATION OF SAID TOPOGRAPHY SURVEY AS DRAWN TO A SCALE OF 1" = 30 FEET DATED THIS 1ST DAY OF MARCH, A.D. 2022.

BY _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2326
LICENSE EXPIRATION DATE 11-30-25



1. Contractor is responsible for calling JULIE immediately after any work begins.
2. Install erosion and sediment control devices immediately before disturbing ground, and maintain in place.
3. All removal items shall be properly disposed of legally off-site by the Contractor unless otherwise noted.
4. Utility companies shall be removed or relocated shall be performed by the utility company having ownership. Contractor shall coordinate with the utility companies for scheduling, coordination, and location of any relocation.
5. Contractor shall notify the owner 48 hours in advance of any proposed construction work.
6. Proprietary shall be made for the satisfactory full depth pavement removal of all pavement to be removed. remain in place shall be repaired at Contractor's expense.
7. Removal of curbing in pavement removal areas shall be included.
8. The Peoria Park District takes tree protection seriously. Simple acts such as parking vehicles in the shade under trees can negatively affect the roots of these trees. Please read the specification section on tree protection to be aware of Park District policy of liquidated damages for injury to trees. By executing this contract, the Contractor is assumed to be responsible for assessment of monetary damages for certain specific injuries to trees or plants caused by the Contractor's work.
9. Contractor should note that the park and Trawnp Pavilion will be open while work is taking place. A childcare center is located in the basement of Pavilion, and all workers shall be cognizant of children present.
10. Contractor to propose and verify concrete wash-out area with Owner's Rep before any concrete work takes place. Wash out per MDOT 618-28 Temporary Concrete Washout facility. Shrinkable.
11. Existing utilities near proposed development (indicated as "ULL" on drawing) have been cleared by Owner.
12. Erosion control measures shall be in accordance with applicable IDOT specifications and the Illinois Urban Manual.



| | | |
|-----------|--|--|
| REVISIONS | | |
| DATE: | | |
| BY: | | |

Park Improvements at: Trewyn Park

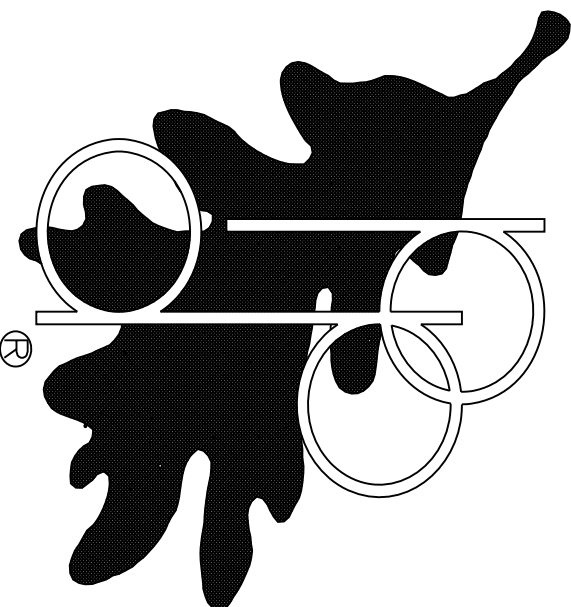
Pleasure Driveway and Park District of Peoria, Illinois

DEMOLITION & STORMWATER PLAN

| | |
|------------|------------|
| JOB NUMBER | |
| 22-044 | |
| DRAWN BY: | APPROVED: |
| MTH | |
| SCALE: | DATE: |
| 1"=30' | 05.24.2022 |



2



| REVISIONS | DATE: | BY: |
|-----------|-------|-----|
| | | |

Park Improvements at:
Trewyn Park
Pleasure Driveway and Park District of Peoria, Illinois

SITE PLAN

| | |
|----------------------|---------------------|
| JOB NUMBER 04-999 | APPROVED: |
| DRAWN BY: MTH | DATE: 05.24.2022 |
| SCALE: 1"=30' | |



3

OTHER WORK INCLUDES:
EROSION & SEDIMENT CONTROL
SITE RESTORATION & REPAIR
REPAIR OF EXISTING AND NEW UTILITIES

REVISION:
NORTH COAST
E: 450.12

PLAYGROUND
Playground has been purchased by Owner and will be installed, along with equipment, by manufacturer's installer. Contractor is responsible for rehabilitating wall with nail and perimeter curb.

CONCRETE WALKS & PLAZAS
Work includes demolition of existing pavement and curbing, and repair of concrete walks and plaza. Work is not limited to aggregate base course and site restoration.

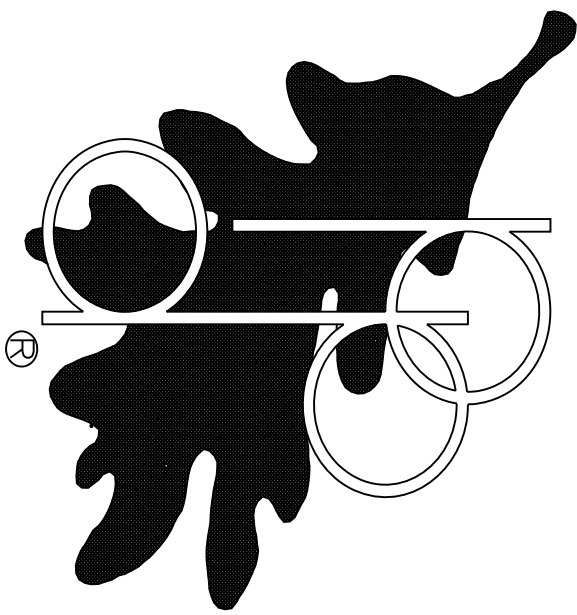
SHELTER
Work includes demolition of existing concrete pad, and installation of a 36" x 36" x 8" concrete shelter as well as concrete slab and footings for shelter post. Shelter has been pre-purchased by Owner for Contractor to install. Contractor is responsible for running electric to shelter. (see detail for electric)

Sidewalk removal per demolition plan.
FCC Sidewalk, 4". (See detail sheet)
Reestablish longitudinal slope at max 5% (1:20)

Sidewalk removal per demolition plan.
Curb ramp per IDOT Std. 424016.05.
FCC Sidewalk, 4". (See detail sheet)

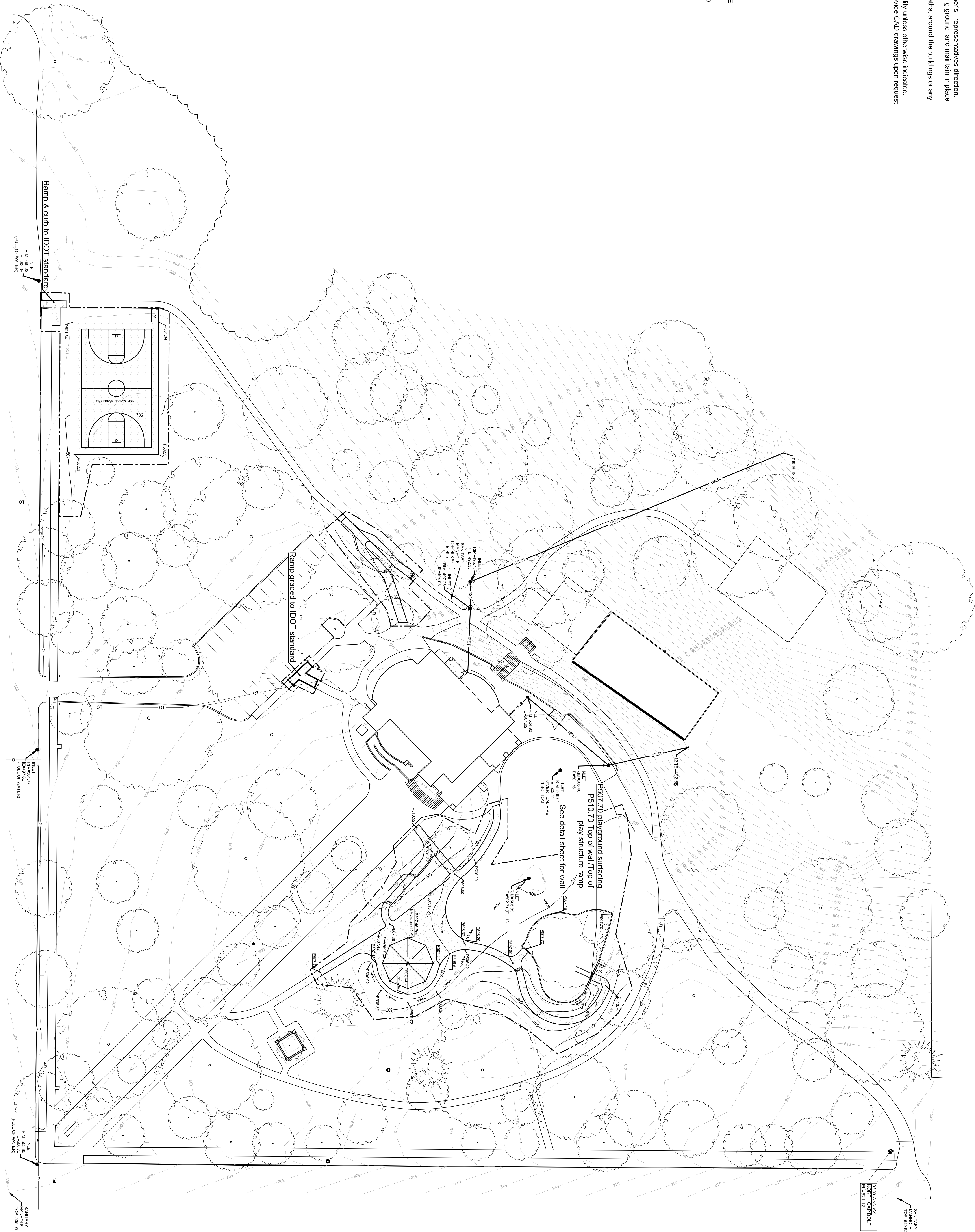
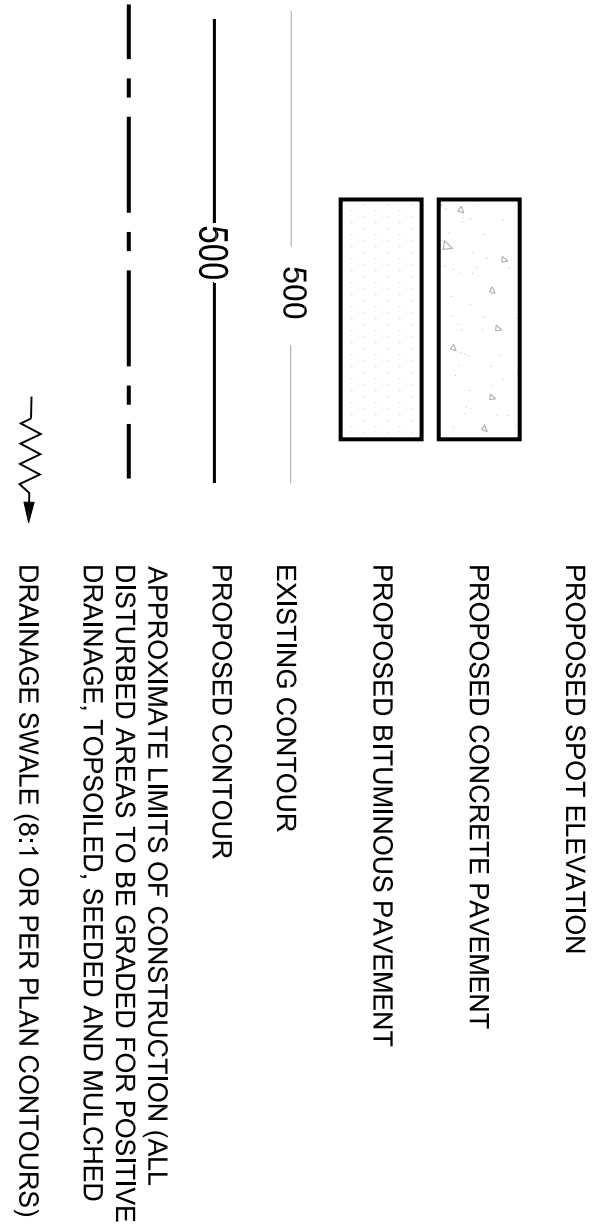
BASKETBALL COURT
High school sized full court. Work includes earth work, bituminous surface, court with appropriate base, and site restoration. Site restoration and sidewalk access.

Sidewalk and curb removal per demolition plan.
Curb ramp per IDOT Std. 424016.05.
Curb ramp per IDOT Std. 424016.05.
Curb ramp per IDOT Std. 424016.05.
Contractor responsible for coordinating curb cut with city, including but not limited to permits and inspection.



| REVISIONS | DATE | BY |
|-----------|------|----|
|-----------|------|----|

- GRADING AND DRAINAGE NOTES:
1. Call J.U.L.I.E. before you dig! 1-800-892-0123
 2. Strip and stockpile topsoil (no greater than 6" depth) before grading.
 3. Do not remove topsoil from site; place and grade excess topsoil per owner's representatives direction.
 4. All erosion control devices must be installed immediately before disturbing ground, and maintain in place until lawns are established.
 5. All grades must be verified by Contractor to ensure no water pools on paths, around the buildings or any hard surfaces.
 6. Cross slope of pathways to be 2% or as noted.
 7. All pathways and pavement must be within ADA guidelines for accessibility unless otherwise indicated.
 8. Contractor responsible for all construction layout (staking). Owner to provide CAD drawings upon request for layout purposes.



Park Improvements
Trewyn Park
Pleasure Driveway and Park District of Peoria, Illinois

Grading Plan

| | |
|----------------------|---------------------|
| JOB NUMBER 22-044 | APPROVED: |
| DRAWN BY: MTH | |
| SCALE: 1"=30' | DATE: 05.24.2022 |

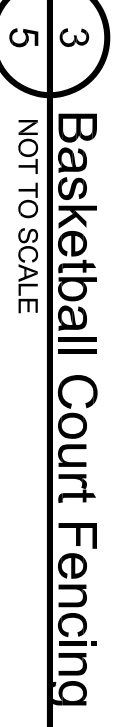


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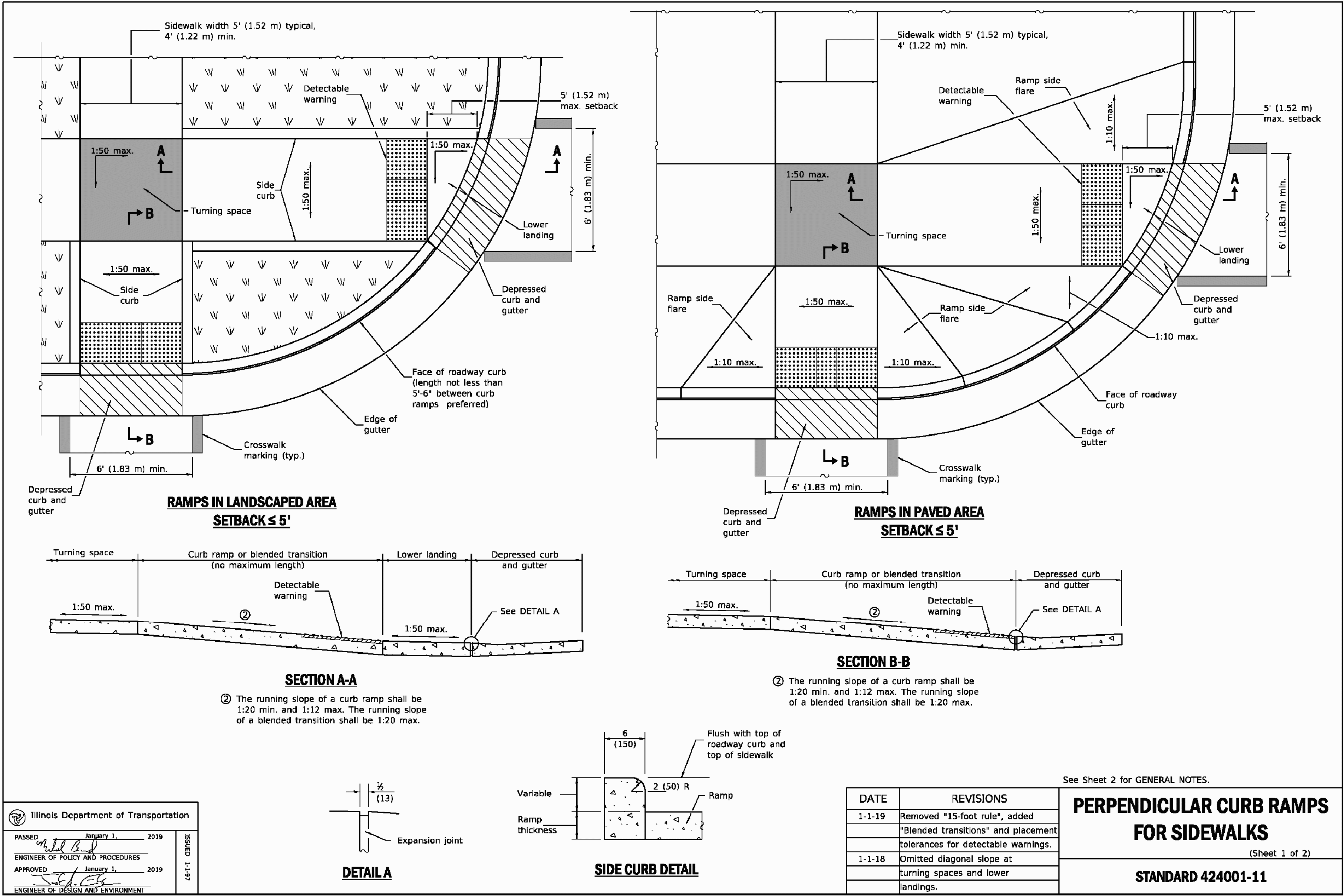


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| REVISIONS | DATE: | BY: |
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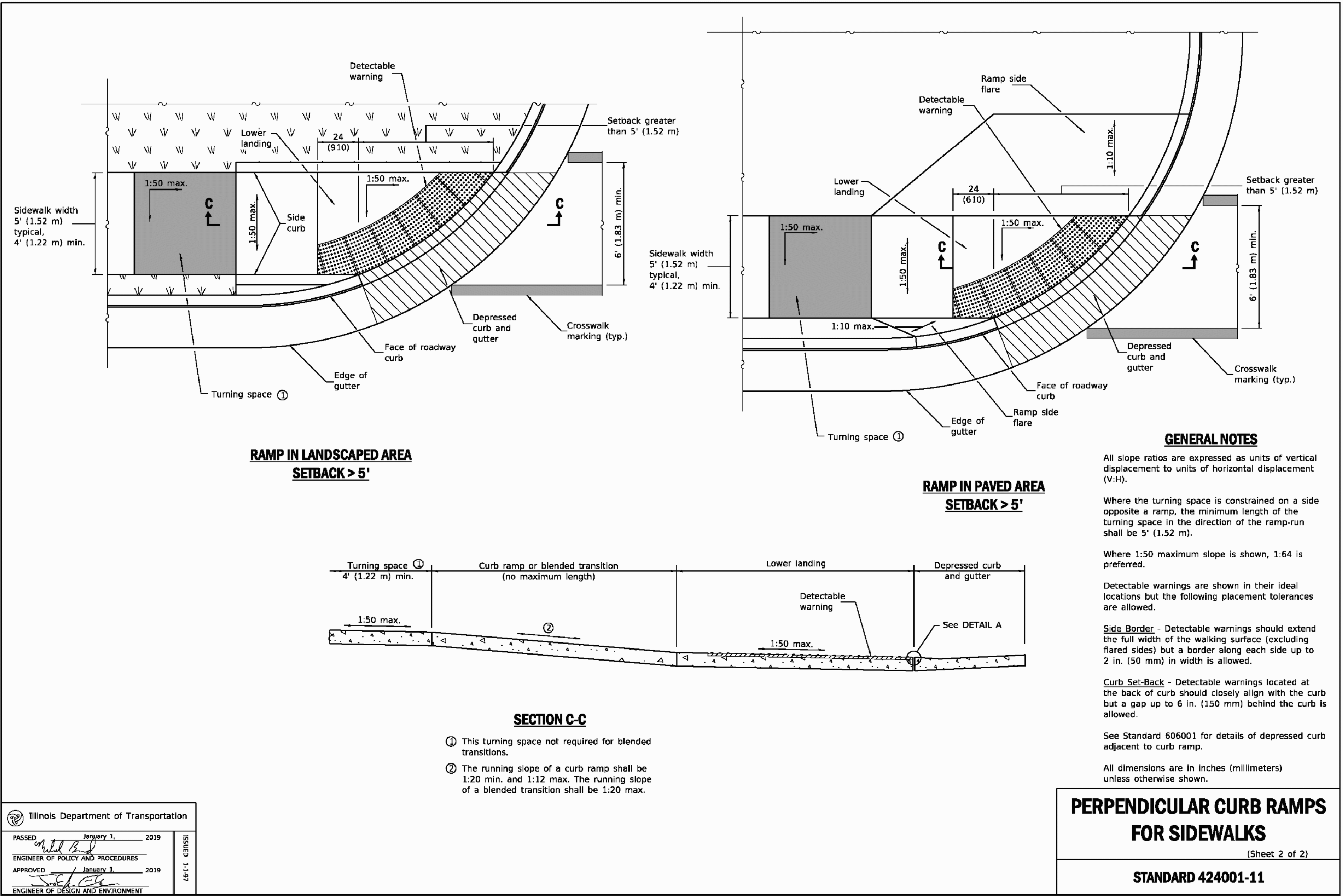
10 Picnic Shelter
5 NOT TO SCALE



| | |
|----|--------------|
| 11 | Playground |
| 5 | NOT TO SCALE |



1 Curb Ramps
6 NOT TO SCALE



2 Curb Ramps 2
6 NOT TO SCALE



JOB NUMBER
22-044

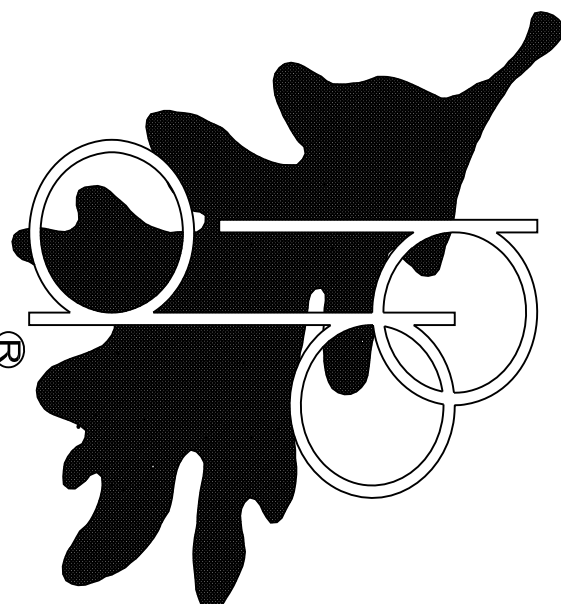
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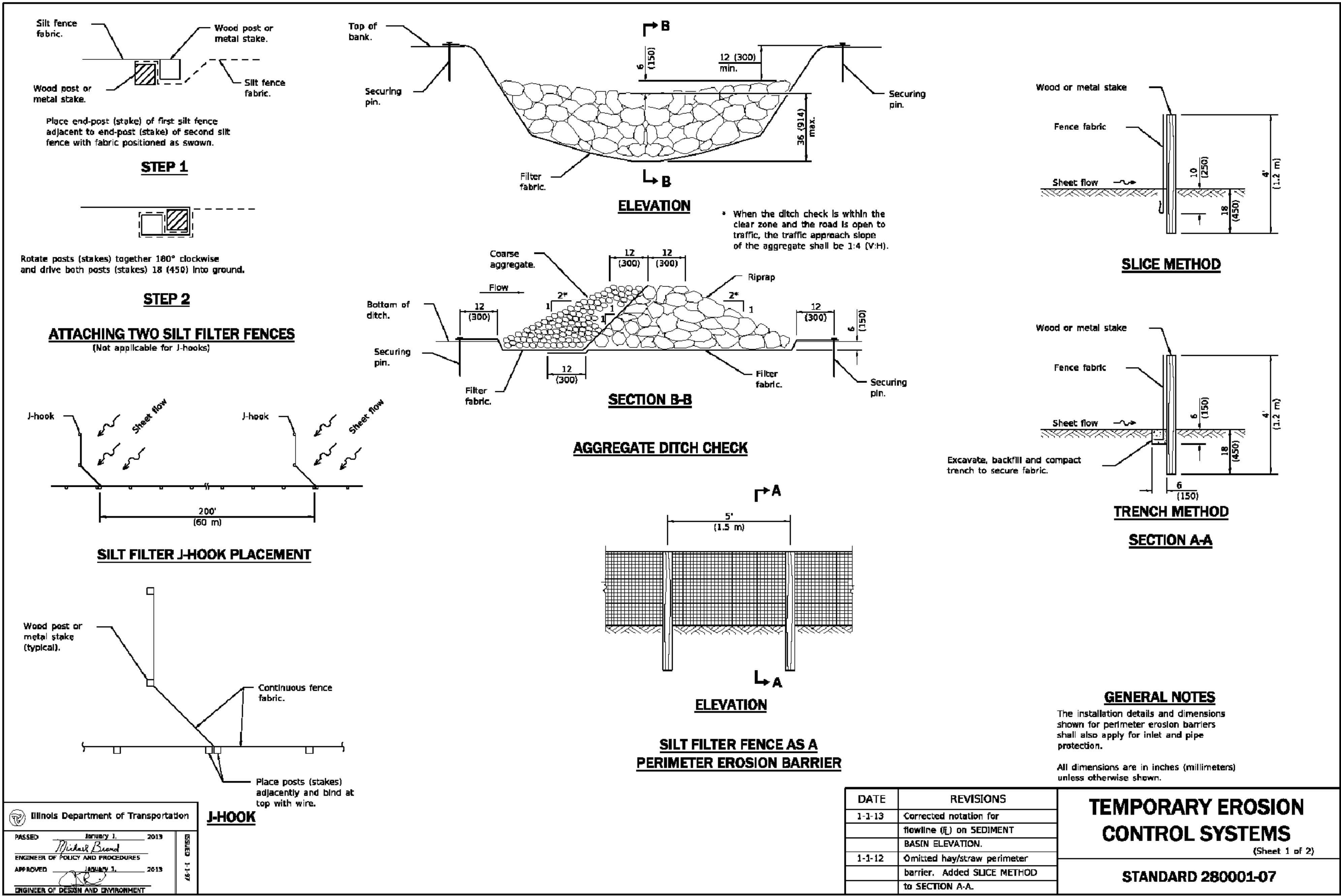
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05/24/2022

Park Improvements
Trewyn Park
Pleasure Driveway and Park District of Peoria, Illinois

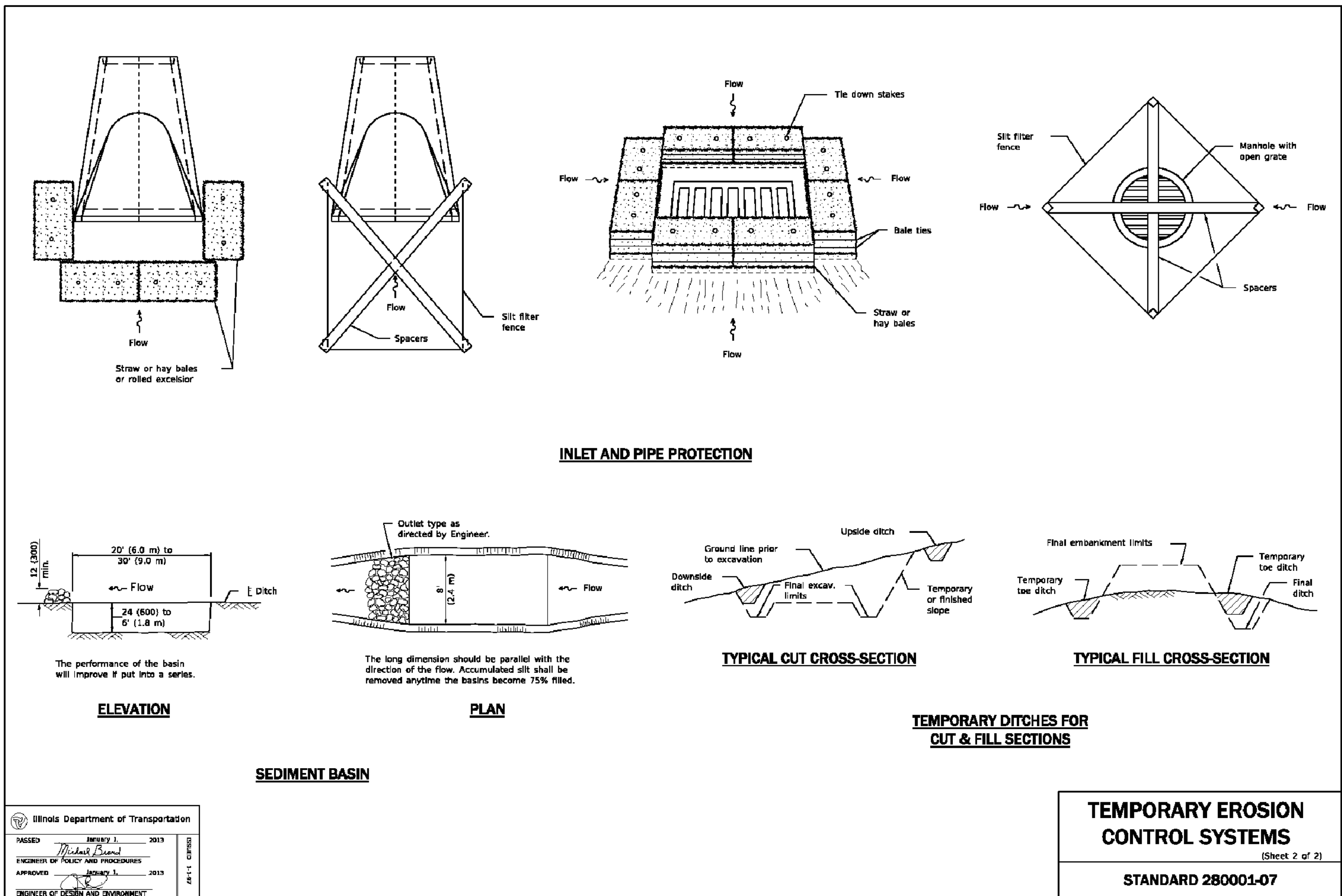
Detail Sheet 2

REVISIONS
DATE:
BY:





1
7
Erosion and Sediment Control
NOT TO SCALE



2
7
Inlet Protection
NOT TO SCALE



7

Park Improvements
Trewyn Park
Pleasure Driveway and Park District of Peoria, Illinois

Detail Sheet 3

