



LAKE COUNTY FOREST PRESERVES
 GENERAL OFFICES
 1899 WEST WINCHESTER ROAD
 LIBERTYVILLE, ILLINOIS 60048
 847-367-6640

PURCHASE ORDER # 20180630-00 FY 2018
 Page Number: 1

THIS MUST APPEAR ON ALL INVOICES, PACKING LISTS AND PACKAGES

BILL TO
 LAKE COUNTY FOREST PRESERVES
 ACCOUNTS PAYABLE
 1899 WEST WINCHESTER ROAD
 LIBERTYVILLE, ILLINOIS 60048

VENDOR
 LANDSCAPES BY GARY WEISS
 9314 MCCONNELL ROAD
 WOODSTOCK, IL 60098

SHIP TO
 INDEPENDENCE GROVE FOREST PRES
 16400 W. BUCKLEY ROAD
 LIBERTYVILLE, IL 60048

Tel 815-337-7889
 Fax 815-337-7888

Requisition
 20180862

Delivery Reference
 JEFF SLOOT

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/25/18	000453	06/15/18	NA	INDEPENDENCE GROVE

LN	DESCRIPTION/PART NO.	QTY	COST EA.	EXT. PRICE
001	CONTRACT TO PROVIDE BRICK PAVEMENT REPAIR WORK FOR INDEPENDENCE GROVE FOREST PRESERVE. RFQ NO.: 18027 THE PURCHASE DESCRIBED IN THIS PURCHASE ORDER WILL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE CONTRACT APPROVED BY THE LAKE COUNTY FOREST PRESERVE DISTRICT, AND NOT BY THE TERMS AND CONDITIONS ON THE REVERSE OF THIS PURCHASE ORDER. 15814000-709000 14,750.00 OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PAPERWORK, ESPECIALLY INVOICES.	1.00 EACH	14750.00000	14,750.00
			PO Total	14,750.00

Mail 4/25/18 JWS oh

ILLINOIS TAX EXEMPTION IDENTIFICATION NO. E9995-6721-06
 Lake County Forest Preserves is exempt from Federal Excise Tax. See reverse side.

The TERMS AND CONDITIONS set forth on the reverse side hereof are incorporated herein by reference. Vendor will be deemed to accept this Purchase Order, and this Purchase Order will become a binding contract, upon Vendor either executing this Purchase Order in the VENDOR ACCEPTANCE box or by commencing performance.

PURCHASING AUTHORIZATION
Christine Miller

VENDOR ACCEPTANCE



**LAKE COUNTY FOREST PRESERVE DISTRICT
CONTRACT/QUOTE FOR THE
BRICK PAVEMENT REPAIR WORK**

Full Name of Vendor Landscapes By Gary Weiss
Principal Office Address 9314 McConnell Road, Woodstock, IL 60098
Local Office Address Same
Contact Person Gary Weiss Telephone 815-337-7889
Email garyweiss@hotmail.com

TO: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048
Attention: Dorothy Pleasant, Buyer

Vendor warrants and represents that it has reviewed and understands all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None (if none, write "NONE"), which are securely stapled to the end of this Contract/Quote.

1. Proposal to Deliver Work

A. Contract and Work. If this Contract/Quote is accepted by Owner, Vendor proposes and agrees that it shall:

- (1) provide, perform, and complete, in the manner specified and described in the Contract/Quote, including Attachment A, all necessary work, services, transportation, equipment, materials, information, utilities and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, all in a proper and workmanlike manner (the "Work");
- (2) procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Work;
- (3) procure and furnish all bonds, insurance certificates, and policies of insurance, if any, specified in the Contract/Quote; and
- (4) perform all other things required of Vendor by this Contract/Quote.

B. Performance Standards. If this Contract/Quote is accepted, Vendor proposes and agrees that the Work shall strictly comply with the specifications within Attachment B and by this reference made a part of this Contract/Quote (the "Specifications")]

If this Contract/Quote specifies a product by brand name or model, such specification is intended to reflect the required performance standards and standard of excellence that Owner requires for the product. However, Vendor may propose to deliver a product that is a different brand or model, if Vendor provides with its quote written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the product specified.

C. Responsibility for Damage or Loss. If this Contract/Quote is accepted, Vendor proposes and agrees that Vendor shall be responsible and liable for, and shall promptly and without charge to Owner, repair or replace damage done to and any loss or injury suffered by Owner as a result of Vendor's failure to perform hereunder.



D. Inspection/Testing/Rejection/Remedies. Owner shall have the right to inspect all or any part of the Work. If, in Owner's judgment, all or any part of the Work is defective or damaged or fails to conform strictly to the requirements of this Contract/Quote, Owner, without limiting its other rights or remedies, may (i) reject such Work, (ii) require Vendor to correct or replace such Work at Vendor's cost, (iii) perform or have performed all Work necessary to replace such Work and charge Vendor with, or withhold from Vendor, any excess cost incurred by Owner, including attorneys' fees and staff costs, (iv) cancel all or any part of this Contract/Quote without liability for further payment of amounts due or to become due; (v) require Vendor, within such reasonable time as may be fixed by Owner, to complete or correct all such Work; (vi) accept such Work or part thereof and make an equitable reduction in the Contract Price; and (vii) recover any damages suffered by Owner.

2. Contract Price Proposal

A. Unit Price

The Owner has directed that Vendor quote a unit price, then Vendor shall take, in full payment for all Work and other matters set forth under Section 1 of this Contract/Quote, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price equal to the sum of the costs listed in the column below entitled "Total Price of Items," to the extent such costs reflect acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM	ITEM DESCRIPTION	NO. OF UNITS	UNIT	UNIT PRICE	EXTENSION
1	Brick Pavement Repair	500	Square Foot	\$13.00	\$6500.00
2	Edge Restraint Replacement	500	Lineal Foot	\$5.00	\$2500.00
3	Geotextile Underlay	50	Square Yard	\$15.00	\$750.00
4	Polymeric Jointing Sand	25	50 lb. Bag	\$100.00	\$2500.00
5	Timber Edge Retainment - Complete	1	Lump Sum	\$2500.00	\$2500.00

TOTAL CONTRACT PRICE (SUM OF LINE ITEMS 1 THROUGH 5 ABOVE)

Fourteen Thousand Seven Hundred Fifty _____ DOLLARS AND _____ Zero _____ CENTS
 (in writing)

\$14,750 _____ DOLLARS AND _____ 00 _____ CENTS
 (in figures)

B. Basis for Determining Prices. It is expressly understood and agreed that:

- (1) All prices stated in this Section are firm and shall not be subject to escalation or change;
- (2) Owner is not subject to state or local sales, use and excise taxes; that no such taxes are included in this Section; and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;



- (3) All other applicable federal, state and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
- (4) If Owner has stated that a certain amount of Work will be required or that a certain amount of unit price items are needed, (a) such statement is an estimate only, (b) Owner may increase or decrease such quantity, (c) the total Contract Price to be paid shall be based upon the final quantity determined by Owner and the actual quantity that complies with this Contract/Quote and that are accepted by Owner, and (d) any claim or dispute, based on such estimate, regarding the quantity of Work to be provided is waived and released by Vendor.

C. Time of Payment. Owner will make all payments in accordance with the following schedule:

Payment in full shall be made upon the successful completion of and Owner's approval of all work, and in accordance with the Local Government Prompt Payment Act.

3. Contract Time Proposal

If this Contract/Quote is accepted, Vendor proposes and agrees that Vendor shall complete the Work to Owner not later than **June 15, 2018**.

4. Financial Assurance

A. Indemnification. If this Contract/Quote is accepted, Vendor proposes and agrees that Vendor shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise or be alleged to have arisen out of or in connection with Vendor's performance of or failure to perform under this Contract/Quote, including without limitation any failure to meet the representations and warranties set forth in Section 6 of this Contract/Quote.

B. Penalties. If this Contract/Quote is accepted, Vendor proposes and agrees that Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with Vendor's performance of or failure to perform hereunder.

C. Performance and Payment Bonds. If its quote is accepted, and if the total Contract Price will exceed \$50,000.00, then Vendor must secure its performance and payment obligations pursuant to the Public Construction Bond Act, 30 ILCS 550/0.01 et seq., by posting with Owner, within seven (7) days after such acceptance a bond, an irrevocable letter of credit, a letter of commitment, or cash, each in the penal sum of the full amount of the Contract Price, on forms and from sureties or other financial institutions reasonably satisfactory to Owner.

5. Firm Proposal

All prices and other terms stated in this Contract/Quote are firm and shall not be subject to withdrawal, escalation or change for sixty (60) days after the date this Contract/Quote is submitted to Owner.

6. Vendor's Representations and Warranties

In order to induce Owner to accept this Contract/Quote, Vendor hereby represents and warrants as follows:

A. The Work. The Work and all of its components, for a period of one year after final acceptance by Owner, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Quote, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Quote; and shall be fit, sufficient and suitable for the purposes expressed in or reasonably inferred from this Contract/Quote and the warranties expressed herein shall be in addition to any other warranties applicable to the Work (including any manufacturer's warranty) or expressed or implied by law which are hereby reserved unto Owner.



B. Compliance with Laws. Vendor shall ensure that the Work and all of its components shall comply with, and Vendor agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract/Quote shall be deemed to be inserted herein. Without limiting the generality of this Section, in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers, workers, and mechanics performing Work under this Contract/Quote. A copy of Owner's ordinance ascertaining the prevailing rate of wages currently in effect is attached. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract/Quote.

The District's assessment is that the Work to be performed pursuant to this Contract is neither the construction nor demolition of public works and therefore the Illinois Prevailing Wage Act does not apply to the Work to be performed pursuant to this Contract. However, nothing in this Notice will be deemed to relieve the successful Bidder of its own obligation, pursuant to the Contract, to ensure that the Work is provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations and, in furtherance thereof, to make its own determination which laws are applicable to the Work and the Contract. The District hereby notifies all bidders that, if the Illinois Prevailing Wage Act applies to the Work, the Contractor must pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing the Work.

C. Not Barred. Vendor is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (iii) for any other reason.

D. Qualified. Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Vendor to deliver the Work at the Contract Price and within the Contract Time Proposal set forth above.

7. Acknowledgments

In submitting this Contract/Quote, Vendor acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Vendor in this Contract/Quote.

B. Reservation of Rights. Owner reserves the right to reject any and all Quotes, reserves the right to reject the low price Quote, and reserves such other rights as are set forth in the Instructions to Vendors.

C. Acceptance. If this Contract/Quote is accepted, Vendor shall be bound by each and every term, condition or provision contained in this Contract/Quote and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Quote shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Quote.

E. Time. Time is of the essence of this Contract/Quote and, except where stated otherwise, references in this Contract/Quote to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, whether before or after Owner's acceptance of this Contract/Quote; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Quote; nor any order by Owner for the payment of money; nor any payment for or use, possession or acceptance of the whole or any part of any Product; nor any extension of time



granted by Owner; nor any delay by Owner in exercising any right under this Contract/Quote; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged or nonconforming Product; nor operate to waive or otherwise diminish the effect of any representation or warranty made by Vendor or of any requirement or provision of this Contract/Quote or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/Quote shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Quote shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Quote shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration or other change to this Contract/Quote shall be effective unless and until such change is reduced in writing and executed and delivered by Owner and Vendor.

I. Assignment. Neither this Contract/Quote, nor any interest herein, shall be assigned or subcontract in whole or in part by Vendor, except upon the prior written consent of Owner.

J. Governing Law. This Contract/Quote and the rights of the parties under this Contract/Quote shall be interpreted according to the internal laws, but not the conflict of law rules of the State of Illinois.

DATED this 3rd day of April, 2018



ACCEPTANCE

The Contract/Quote attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the Lake County Forest Preserve District ("Owner") this 25th of April, 2018.

This Acceptance, together with the Contract/Quote attached hereto, constitutes the entire and only agreement between the parties relating to the Work and the Contract Price therefor and supersedes and merges any other prior or contemporaneous discussions, agreements or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice or other standard form used by the parties in the performance of the Contract/Quote. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection, shall be of no effect, and shall not be in any circumstances binding upon Owner, unless accepted by Owner in a written document plainly labeled, "Amendment to Contract/Quote." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

LAKE COUNTY FOREST PRESERVE DISTRICT

By: 
James Ballowe, Director of Facilities



ATTACHMENT A
SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The Work consists of the repair of disturbed areas of clay brick pavement, including the removal, restoration and resetting of clay brick pavers and replacement of edge restraint, installation of aggregate base, sand setting bed, joint sand, polymeric jointing sand and the installation of timber retainment to support edge restraints.

2. Work Site:

Independence Grove Forest Preserve
16400 West Buckley Road (Route 137)
Libertyville, Illinois 60048

3. Permits, Licenses, Approvals, and Authorizations:

No governmental permits, licenses, approvals, and authorizations are required.

4. Commencement Date:

the date of execution of the Contract by Owner

As a Required Submittal pursuant to Section 1.3 of this Contract, within ten (10) days after the Closing, Contractor shall submit to Owner a detailed schedule of the Work (the "Work Schedule") that (1) states the time of beginning and completion of every major component of the Work; (2) logically and realistically relates the performance of each major component of the Work to each other major component of the Work and to the whole of the Work in a manner that demonstrates that Contractor has allowed sufficient time to complete each major component without interfering or delaying any other major component; and (3) does not conflict with the Contract. If Owner rejects a submitted Work Schedule because it does not comply with this Contract, Owner shall notify Contractor in writing, specifying the reasons for non-compliance. Within two (2) business days thereafter, Contractor shall submit a revised Work Schedule to Owner. If a Work Schedule is acceptable to Owner, Owner shall notify Contractor in writing. The parties shall amend the Work Schedule as necessary to be consistent with any Change Order related to the Contract Time.

5. Completion Date:

June 15, 2018, plus extensions, if any, authorized by a Change Order issued pursuant to Article II of the Contract.

6. Insurance Coverages

All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. All policies shall include the District named as additional insured.

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
 - a. \$1,000,000 - injury per occurrence
 - b. \$ 500,000 - disease per employee
 - c. \$ 500,000 - disease policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.



B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
 - a. \$ 500,000 - per person
 - b. \$1,000,000 - per occurrence
- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - aggregate

All employees shall be included as insured's.

C. Comprehensive General Liability: If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no less than:

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury:
 - a. \$ 2,000,000 - per person
 - b. \$ 2,000,000 - per occurrence
- (3) Property Damage:
 - a. \$ 2,000,000 - per occurrence
 - b. \$ 2,000,000 - aggregate
- (4) Other Coverages:
 - Premises/Operations
 - Products/Completed Operations (to be maintained for two years following Final Payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad tracks.

All employees shall be included as insured's.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$10,000.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

- Comprehensive Motor Vehicle Liability
- Comprehensive General Liability

The Additional Insured endorsement shall identify Owner as follows:

Lake County Forest Preserve District (Owner)



- G. Indemnification Clause. The Contractor shall protect, indemnify, hold and save harmless and defend the District its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, or volunteers or officers or independent contractors or subcontractors of the District, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the use and performance by or on behalf of the Contractor.
- H. Evidence of Insurance. Company shall furnish District 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. Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance. District shall have the right, but not the obligation, of prohibiting Company from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District. Failure to maintain the required insurance may result in termination of this Contract at District's option. Company shall provide certified copies of all insurance policies required above within 10 days of Districts' written request for said copies.

7. Contract Price

SCHEDULE OF PRICES

A. Unit Price Contract

For providing, performing, and completing all Work, the Contract Price is the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

ITEM	ITEM DESCRIPTION	NO.OF UNITS	UNIT	UNIT PRICE	EXTENSION
1	Brick Pavement Repair	500	Square Foot	\$13.00	\$6500.00
2	Edge Restraint Replacement	500	Lineal Foot	\$5.00	\$2500.00
3	Geotextile Underlay	50	Square Yard	\$15.00	\$750.00
4	Polymeric Jointing Sand	25	50 lb. Bag	\$100.00	\$2500.00
5	Timber Edge Retainment - Complete	1	Lump Sum	\$2500.00	\$2500.00

TOTAL CONTRACT PRICE (SUM OF LINE ITEMS 1 THROUGH 5 ABOVE)

Fourteen Thousand Seven Hundred Fifty DOLLARS AND Zero CENTS
 (in writing)

\$14,750 DOLLARS AND 00 CENTS
 (in figures)



8. Progress Payments

A. General. Owner shall pay to Contractor ninety percent (90%) of the Value of Work determined the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate, of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed ninety percent (90%) of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than ten (10) days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted and Owner has approved an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. Per Diem Administrative Charge

500 Dollars (\$ 500.00)



ATTACHMENT B
SPECIFICATIONS
SECTION 05500

BRICK PAVEMENT REPAIR
Revised / Reviewed: June 22, 2017

1. GENERAL

1.01 DESCRIPTION

A. This section includes:

1. The Work consists of the repair of disturbed areas of clay brick pavement, including the removal, restoration and resetting of clay brick pavers and edge restraint, installation of aggregate base, sand setting bed, joint sand, polymeric sand and the installation of timber retainment to support edge restraints.

2. PRODUCTS

2.01 CLAY BRICK PAVERS

- A. The existing clay brick pavers are Endicott Rose Blend and Dark Ironspot. The clay brick pavers include three sizes, 4" x 8" x 2 1/4" and 4" x 8" x 2 5/8" and 8" x 8" x 2 1/4". **Any additional pavers that may be required to complete the Work shall be provided by the Owner at the site.**

2.02 EDGE RESTRAINT

- A. All edge restraints shall be Pave Edge Pro Rigid and Pave Edge Pro Flexible as manufactured by Pave Tech, Inc., Prior Lake, MN, 55372, (800) 728-3832, www.pavetech.com.
- B. Edge restraint fasteners or "spikes" shall be Edgetite paver edge fasteners, 10" long by 5/16" diameter with a 1/2" head and angled tip as manufactured by Edgetite Products, Inc., Orland Park, IL 60462, www.edgetite.com.

2.03 AGGREGATE SETTING BED

- A. Aggregate setting bed shall be IDOT FA-2, also known as Torpedo Sand.

2.04 AGGREGATE BASE COURSE

- A. Aggregate base course shall be IDOT CA-6.

2.05 AGGREGATE JOINTING SAND

- A. Aggregate joint filler shall be IDOT FA-2, also known as Torpedo sand.

2.06 POLYMERIC JOINTING SAND

- A. Polymeric jointing sand shall be Polysweep as manufactured by SEK-Surebond, St. Charles, IL 60174, www.sek.us.com.

2.07 GEOTEXTILE UNDERLAY

- A. Geotextile shall be a non-woven needle-punched polypropylene fabric with a minimum weight of 4 ounces per square yard.



2.08 TIMBERS AND HARDWARE

- A. All timbers and related hardware for use in creating the edge retainment at the Visitor Center South Stairs **shall be provided by the Owner at the site**, except for the Tapcon or similar concrete anchors.

2.09 SUBSTITUTIONS AND SUBMITTALS

- A. No substitutions shall be allowed for any of the unique proprietary products listed above. The Contractor shall submit the manufacturers or supplier's product sheet for the geotextile fabric.

3. **EXECUTION**

3.01 IDENTIFICATION OF BRICK PAVER REPAIR LOCATIONS

- A. Locations of disturbed brick pavement and edge restraint are indicated on the plans and include the approximate area to be repaired and type of repair or replacement. It is assumed that not all the areas shown will be repaired under this contract. The Owner shall select the specific areas to repair after a Request for Quote has been accepted.

3.02 REMOVAL OF BRICK PAVERS AND / OR EDGE RESTRAINT

- A. The Contractor shall remove the brick pavers from the repair area and set the pavers aside in the approximate order and pattern for later re-installation. The pavers shall be removed back to a point that is undisturbed and represents the correct slope or elevation. When a repair area is at the edge of pavement, the edge shape and dimensions shall be marked with flags or edge spikes to retain the original edge of pavement for re-installation. All existing edge restraint and spikes to be replaced shall be removed and disposed of off-site.
- B. All individual pavement areas to be repaired shall be completed by the end of each work day. No work or repair area shall be left in a state that creates a safety hazard.

3.03 RESTORATION OF AGGREGATE BASE

- A. After the removal of pavers, all setting bed material and other debris shall be removed to the aggregate base and disposed of off-site. In areas of base subsidence or wash out, install aggregate base to the original elevation and compact to 95% Proctor utilizing a vibratory plate compactor. Hand tamping is not allowed.
- B. At edges of pavement, extend the aggregate base a minimum of 6" past the final edge of pavement.
- C. Where the existing aggregate base does not extend past the edge of pavement the minimum 6", soil and / or turf shall be removed to allow for the extension of the base. The minimum depth of any added aggregate base is 6 inches. After final edge restraint and brick paver installation, respread the topsoil to meet the top of pavement. The Owner shall perform any other seeding or restoration.

3.04 GEOTEXTILE UNDERLAY

- A. When existing conditions indicate erosion of aggregate base and / or setting bed such as where the pavers abut another material, the Contractor shall install geotextile underlay between the aggregate base and the sand setting bed to prevent the future loss or erosion of the setting bed. These areas may be indicated on the plans or the Owner and Contractor may determine specific locations in the field. Specific application instructions such as nailing the fabric to wood framing shall be determined at each location.



3.05 EDGE RESTRAINT REPLACEMENT

- A. Edge restraint shall be installed directly on aggregate base that is at the proper elevation and with the base extending at least 6" past the final edge of pavement and fully compacted. The edge restraint shall be installed with the retention lip under the pavers. Install the edge restraint spikes according to the manufacturer's instructions such that the fully seated spike is imbedded at an angle. Spikes shall typically be installed every 12".

3.06 PAVER RE-INSTALLATION

- A. Pavers shall be re-installed as per the original installation. Once the aggregate base has been restored, the edge restraint location should be determined and set in place. Install the sand setting bed by screeding to the proper depth and to the edge restraint. Position the pavers in the proper pattern tight to each other. The paver surface shall be vibrated with a plate compactor and then swept with joint sand.

3.07 POLYMERIC SAND JOINTING

- A. After the pavers have been interlocked, finish any remaining open joints with polymeric sand according to the manufacturer's recommendations.

3.08 TIMBER EDGE RETAINMENT (VISITOR CENTER SOUTH STAIRS)

- A. Remove the existing brick pavers and edge restraint and excavate to the dimensions and depth as shown on the plan detail. Allow for the installation of new aggregate base extending at least 6" past the final edge of pavement. Avoid over excavation to provide an undisturbed base for the timbers.
- B. Install the timber retainment as shown on the plan detail. The Contractor will need to provide only the Tapcon or similar concrete anchors (12 total) and the necessary impact driver to drill and install the anchors.
- C. Soil areas outside of the retainment may be finished lower than the final edge of pavement. The Owner intends to install a stone swale after the brick paver repair is complete.
- D. This work shall be separate from brick paver repair and edge restraint replacement, which shall be paid for separately.

4. **MEASUREMENT AND PAVEMENT**

4.01 BRICK PAVEMENT REPAIR

- A. Measurement
 - 1. This work shall be measured for payment in place in square feet, complete per the Contract Documents and shall include removal of disturbed pavers and edge restraints, restoration of aggregate base, installation of setting bed and re-installation of pavers with FA-2 joint sand and vibratory plate compaction.
- B. Payment
 - 1. This work shall be paid for at the contract unit price per Square Foot for **BRICK PAVEMENT REPAIR**



4.02 EDGE RESTRAINT REPLACEMENT

- A. 1. This work shall be measured for payment in place in lineal feet, including removal and disposal of old edge restraint and including new edge restraint spikes complete per the Contract Documents.
- B. Payment
 - 1. This work shall be paid for at the contract unit price per Lineal Foot for EDGE RESTRAINT REPLACEMENT.

4.03 GEOTEXTILE UNDERLAY

- A. Measurement
 - 1. This work shall be measured for payment per square yard, including preparation of the location and securing the fabric in place per the Contract Documents.
- B. Payment
 - 1. This work shall be paid for at the contract unit price Square Yard for GEOTEXTILE UNDERLAY.

4.04 POLYMERIC JOINTING SAND

- A. Measurement
 - 1. This work shall be measured for payment by the material quantity per 50 pound bag, complete per manufacturer's instructions and the Contract Documents.
- B. Payment
 - 1. This work shall be paid for at the contract unit price per 50 lb. Bag for POLYMERIC JOINTING SAND

4.05 TIMBER EDGE RETAINMENT – COMPLETE

- A. Measurement
 - 1. This work shall not be measured for payment but shall be considered complete upon final inspection and approval by the Owner. This work does not include brick pavement repair or edge restraint replacement, which shall be paid for separately.
- B. Payment
 - 1. This work shall be paid for at the contract price per Lump Sum for TIMBER EDGE RETAINMENT - COMPLETE.

END OF SECTION 05500



ATTACHMENT C

LIST OF DRAWINGS

<u>SHEET</u>	<u>TITLE</u>
1	General Site Plan
2	Marina
3	Parking Walk
4	Native Garden
5	Plaza
6	Visitor Center South Stairs
7	Beach House
8	Visitor Center
9	Bike Racks
10	Visitor Center Drop-off