



**OFFICIAL NOTICE TO BIDDERS  
STATE OF ILLINOIS**

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LIBERTYVILLE, ILLINOIS  
BID #18001**

Public notice is hereby given that sealed bids will be received at the **Lake County Forest Preserve District located at 1899 West Winchester Road, Libertyville, Illinois until 10:00 a.m. local time, November 16, 2017 for the following:**

**Project Name:** Fabrication and Installation of Observation Structure at Spring Bluff Forest Preserve.

**Plans and specifications for the above are available on line.** There is no fee for documents.

Bid document including plans and specifications for this project are available for download on the "ABOUT > Purchasing and Bids" section of the District website: <http://www.LCFPD.org/bids>

Click on the Vendor Registration and Login then select bid number to obtain bid documents. Bid Document will be found at the bottom of page just under NOTES field.

Bids shall be accompanied by bid security in an amount not less than ten percent (10%) of the amount of the total bid.

**Non Mandatory Pre-Bid Conference** will be held on October 31, 2017 at 11:00 a.m. local time. Conference will assemble at the District General Offices, 1899 West Winchester Road, Libertyville, Illinois.

Lake County Forest Preserves, in accordance with laws of State of Illinois, hereby notifies all bidders that the work performed under this contract shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/1 et seq.

The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract in the penal sum of the full amount of the Contract Price as described in the bid package.

By:  
Christine F. Miller  
Purchasing Manager

**PUBLISH DATE: October 24, 2017**

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**CONTRACT FOR**  
**THE FABRICATION AND INSTALLATION OF**  
**OBSERVATION STRUCTURE**  
**SPRING BLUFF FOREST PRESERVE**

**Bid Spec Number: 64811-18001-874**

**October 24, 2017**

Greg Walenter, Project Manager  
Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Ph: 847/ 968-3274  
Fx: 847/ 367-6649

Wells P. Wheeler  
Architect  
1100 North Waukegan Road  
Lake Forest, IL 60045  
Ph: 847/604-8819

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BID PACKAGE

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## INVITATION FOR BIDDER'S PROPOSALS

OWNER: Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048

### 1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

The project consists of the fabrication and installation of an outdoor observation structure. The structure consists of two joined platforms, the lower platform being approximately 5' above grade, rectangular shaped, and accessed by an accessible ramp and a higher platform approximately 15' above grade, circular shaped, and accessed by a circular stair from the lower platform. The structure is supported by pressure treated round timber piles, driven to the specified capacity. The work includes all labor, materials, equipment and services for the complete construction of the project as indicated in the construction documents, including:

- A. Site Resource and Protection measures including an allotment of up to 250 lineal feet of 4' high plastic construction fencing.
- B. Furnishing and installing pressure treated round timber piles with vibratory equipment.
- C. Fabricating and erecting the complete steel observation structure.
- D. Installing the poured concrete approach ramp.
- E. All other related work and requirements described in the contract documents.

The Work shall be performed at the following Work Site:

SPRING BLUFF Forest Preserve  
1200 7<sup>th</sup> Street  
Winthrop Harbor, Illinois 60096

### 2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

### 3. Inspection and Examination

The Bid Package is fully downloadable on our website at [www.LCFPD.org/purchasing](http://www.LCFPD.org/purchasing). Interested bidders **must** register online if wishing to participate fully in our purchasing process. The Bid Package may also be examined at the office of Owner as listed above. If Owner provides any portion of the Bid Package to a Prospective Bidder in electronic format, it does so solely for the convenience of the prospective Bidders, and the electronic format or version of such information shall not be part of the Bid Package, Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such electronic format or version, and there is no guarantee or warranty, either expressed or implied, that such electronic format or version accurately depicts the information in the Bid Package.

The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

### 4. Pre-Bid Conference

A **non-mandatory** pre-bid conference will be held for the project on October 31, 2017 at 11 a.m. local time, at **Owner's General Offices, 1899 W. Winchester Road, Libertyville, Illinois 60048**. Each

prospective Bidder may conduct an inspection of the Work Site, the surrounding area, and all local conditions, including subsurface, underground, and other concealed conditions, after the pre-bid conference.

**5. Questions**

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner an email directed to Owner's Purchasing Department, [purchasingdept@LCFPD.org](mailto:purchasingdept@LCFPD.org), for an interpretation thereof not later than 2:00 p.m. local time on November 9, 2017.

**6. Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 10:00 a.m. local time, November 16, 2017 at Owner's General Offices, 1899 W. Winchester Road, Libertyville, Illinois 60048, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

**7. Bid Security, Bonds, and Insurance**

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10% of the Bidder's Price Proposal in the form of (1) a cashier's check or certified check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or (2) a Bid Bond in the form included in the Bid Package, or a form otherwise approved by Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class III or better in Best's Insurance Guide. **If the required bid security/bond is not submitted with your bid proposal, your bid proposal will be rejected.**

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided in the Bid Package from such a surety company meeting the requirements set forth above. Each Bidder's Proposal shall be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided in the Bid Package upon award of the Contract to Bidder. **If the required letter from your surety company is not submitted with your bid proposal, your bid proposal will be rejected.**

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal shall be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder. **If the required letter from your insurance carrier/agent is not submitted with your bid proposal, your bid proposal will be rejected.**

DATED this 24th day of October 2017

LAKE COUNTY FOREST PRESERVE DISTRICT

By: Christine Miller, Purchasing Manager

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## GENERAL INSTRUCTIONS TO BIDDERS

### 1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials or supplies to be implied and shall provide for such personnel, equipment, materials or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guarantee or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that different conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

### 2. Calculation of Unit Price Proposals

In Section 2 of Bidder's Proposal, Bidder shall provide its proposed prices for the Work, which shall be based on a lump sum price or unit prices, as provided in such Section 2.

On any items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimates only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal for any Unit Price Items, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

### 3. Prevailing Wages

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. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

#### 4. Taxes and Benefits

Owner is exempt from state and local sales, use and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work, as well as all taxes, contributions, and premiums for unemployment insurance, old age, or retirement benefits, pensions, annuities or other similar benefits.

#### 5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations, and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

#### 6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for the individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidder's are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

#### 7. Signature Requirements

A. Bidders' Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

1. Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall bear the attesting signature of the Secretary or Assistant Secretary of the corporation.



2. Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
3. Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or an attorney-in-fact.
4. Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives, as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

#### 8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond, as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guarantee that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file (in accordance with Section 16.B of these General Instructions to Bidders) the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute (in accordance with Section 16.C of these General Instructions to Bidders) the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of cashier's check or certified check will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner; or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance; or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or 10% of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

#### 9. Submission of Bidder's Proposal

**One original and one copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals.** All Bidders' Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

#### 10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of ninety (90) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said ninety (90)-day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said ninety (90)-day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

#### 11. Subcontractor List

Every Bidder's Proposal shall be accompanied by a fully completed Subcontractor List form provided in the Bid Package. As part of this Subcontractor List form, each Bidder shall provide the names, addresses, and work to be performed for all subcontractors to be employed on this project.

#### 12. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization, and staffing to enable it to perform the Work successfully and promptly, and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidder's performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts of matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

#### 13. Disqualification of Bidders

A. More than One Bidder's Proposal. No more than one (1) Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual, or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual, or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 13A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting

prices to more than one Bidder for equipment, materials, and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

#### 14. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted, provided, however, that the waiver of any defect or informality shall not be considered a waiver of any other defect or informality, and Bidders should not rely upon or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within ninety (90) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award that may delay an award or subsequent award beyond such ninety (90)-day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

#### 15. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare two (2) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

#### 16. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all copies of the Contract tendered by the Owner, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit two (2)

executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) dated as of the Closing Date (“Conditions Precedent to Closing”).

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract, or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain one (1) copy of the fully executed Contract, and tender one (1) copy to the successful Bidder at the Closing. The successful Bidder shall tender one (1) copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

#### 17. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept and award a Contract based on any other Bidder’s Proposal as Owner, in its sole judgment, deems to be the best, or may invite new proposals, or may abandon the bidding process or the Work.

BIDDER'S PROPOSAL

Full Name of Bidder \_\_\_\_\_ ("Bidder")

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

TO: Lake County Forest Preserve District ("Owner")  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Attention: Christine Miller, Purchasing Manager

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this Bidder's Proposal, including Addenda Nos. \_\_\_\_\_, which are securely attached to the end of this Bidder's Proposal (if none, write "NONE").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder will contract with Owner, in the form of the Contract included in the Bid Package to provide, perform and complete all Work as defined in Article I of the Contract and to do all other things required of Contractor by the Contract in a proper and workmanlike manner and in full compliance with and as required by or pursuant to the Contract.

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes and agrees that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract.

SCHEDULE OF PRICES

A. Lump Sum Contract

For providing, performing, and completing all Work, the total Contract Price of:

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS  
(in writing)

\$ \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS  
(in figures)

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item (if any) are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation or change for a period of ninety (90) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 14 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents, and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations, and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 7 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders the Bid Security as specified in Section 7 of the Invitation for Bidder's Proposals in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is equal to at least ten percent (10%) of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards the Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent (10%) of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal, and reserves such other rights as are set forth in Section 14 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest/Witness: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7  
FOR SIGNATURE REQUIREMENTS



BIDDER'S SWORN ACKNOWLEDGMENT

\_\_\_\_\_ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement, dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

3. Individual

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_, and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows:

\_\_\_\_\_.

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of

\_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

\_\_\_\_\_ ( )

\_\_\_\_\_

\_\_\_\_\_ ( )

\_\_\_\_\_

\_\_\_\_\_ ( )

\_\_\_\_\_

[For each signatory indicate type of entity (Corporation=C; Partnership=P; Individual=I) and provide, on separate sheets, the information required in Paragraph 1, 2 or 3 above, as applicable.]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest/Witness:

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to

My Commission Expires: \_\_\_\_\_

before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

{SEAL}

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

**BIDDER'S SWORN WORK HISTORY AND QUALIFICATIONS STATEMENT**

\_\_\_\_\_ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

*[IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS]*

*JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY AND QUALIFICATIONS STATEMENTS FOR THE JOINT VENTURE AND  
FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT*

**1. NATURE OF BUSINESS**

Based on work experience, qualified personnel and required equipment, state the types of work and services that can be competently offered by the Bidder:

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**2. COMPOSITION OF WORK**

During the past five (5) years, Bidder's work has consisted of:

\_\_\_\_\_ % Public Agency                      \_\_\_\_\_ % Contractor  
\_\_\_\_\_ % Private Commercial              \_\_\_\_\_ % Subcontractor  
\_\_\_\_\_ % Private Residential

**3. YEARS IN BUSINESS**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: \_\_\_\_\_ years.

**4. PREDECESSOR ORGANIZATIONS**

If Bidder has been in business under its current name and organization for less than five (5) years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. BUSINESS LICENSES

List all business licenses currently held by Bidder:

<u>Issuing Agency</u>	<u>Type</u>	<u>Number</u>	<u>Expiration</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. PROFESSIONAL OR TRADE AFFILIATIONS, CERTIFICATIONS AND RECOGNITIONS

List any memberships, training certifications, awards or special recognition that demonstrates the qualifications of the Bidder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. BIDDER'S PROPOSED EMPLOYEE ASSIGNMENTS

List the bidder's primary employees to be assigned to the Contract:

Name \_\_\_\_\_

Position \_\_\_\_\_

Responsibility \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Responsibility \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Responsibility \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Responsibility \_\_\_\_\_

**8. BIDDER'S PROPOSED WORK FORCE AND SUBCONTRACTORS**

Indicate for each of the work categories required in this Contract whether the work shall be performed by the Bidder's forces or by subcontract. For any work performed by others, list the subcontractor information below. Fill out all sections which apply to the proposed Work. All subcontractors employed by the Bidder shall be required to complete the Work Experience and References information at the end of this section.

A. Site Resource Protection: Installation, maintenance and removal of construction fence.

To be performed by Bidder     To be performed by Subcontractor (List information below)

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Contact:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

B. Concrete Construction: Ground preparation, forming, reinforcing, pouring and finishing of concrete flat work, curbs, walls, foundations, footings and structures.

To be performed by Bidder     To be performed by Subcontractor (List information below)

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Contact:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

C. Round Timber Piles: Furnishing and driving pressure treated round wood timber piles, including layout.

To be performed by Bidder     To be performed by Subcontractor (List information below)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

D. Steel Structures: Fabrication, delivery and erection of the steel observation structure, complete and in place.

To be performed by Bidder     To be performed by Subcontractor (List information below)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## 9. WORK EXPERIENCE AND REFERENCES

To demonstrate qualifications to perform the Work outlined in this Bid Package and Addenda (if any), each Bidder, either individually or in conjunction with its designated subcontractors, must list as many examples of current or past projects from the last eight (8) years that are most similar in scope to this Work.

### **PROJECT 1**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

---

---

**PROJECT 2**

Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

---

---

Owner Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

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**PROJECT 3**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

---

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

---

**PROJECT 4**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

---

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_



**PROJECT 5**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

---

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

---

DATED this \_\_\_ day of \_\_\_\_\_, 2017

Attest/Witness: \_\_\_\_\_  
Bidder

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day of

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

{SEAL}

SEE GENERAL INSTRUCTIONS TO BIDDER, SECTION 7,  
FOR SIGNATURE REQUIREMENTS

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BID BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_,  
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and \_\_\_\_\_,  
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899  
West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and  
just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment of which sum of money will and truly be made, Bidder and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated \_\_\_\_\_, 2017 to Owner  
entitled "THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE, SPRING  
BLUFF FOREST PRESERVE" – Bidder's proposal" (the "Proposal"), the terms and conditions of which  
are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely  
submit all additional information that is required of it and, if the Proposal shall be accepted by Owner,  
Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of  
it; (2) timely execute the Contract and the Contractor's Certification, in the form included in the bound  
Bid Package, and all other required documentation related to the Contract; and (3) in all other respects,  
perform the agreement created by Owner's acceptance of the Proposal, then this obligation shall be  
null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond  
shall be in no way impaired or affected by any extension of the time within which Owner may accept the  
Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of  
Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than  
Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest/Witness:

PRINCIPAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS

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NOTICE OF AWARD

TO: SUCCESSFUL BIDDER  
ADDRESS OF SUCCESSFUL BIDDER  
CITY, STATE, & ZIP  
("Contractor")

FROM: Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
("Owner")

ON THE \_\_\_\_ DAY OF \_\_\_\_, 2017, Owner found to be most favorable to the interests of Owner, the Bidder's Proposal submitted by Contractor and dated on the \_\_\_\_ day of \_\_\_\_, 2017, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the Work (as defined in Article I of the Contract) and to do all other things required of the Contractor by the Contract and to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

**OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.**

A Closing will be held at **10:00 a.m. local time** on the \_\_\_\_ day of \_\_\_\_, 2017, at the above-listed office of Owner at which time the Contract will be executed by Owner, provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 16 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 16, and 17 of the General Instructions to Bidders.

DATED this \_\_\_\_ day of \_\_\_\_, 2017

LAKE COUNTY FOREST PRESERVE DISTRICT

By: Christine Miller  
Purchasing Manager

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CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVE DISTRICT  
AND  
(NAME OF SUCCESSFUL BIDDER)  
FOR THE  
THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
SPRING BLUFF FOREST PRESERVE  
64811-18001-874

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CONTRACT BETWEEN  
LAKE COUNTY FOREST PRESERVES  
AND  
(NAME OF SUCCESSFUL BIDDER)  
FOR THE  
THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
SPRING BLUFF FOREST PRESERVE  
64811-18001-874

In consideration of the mutual promises set forth below, the Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, a public corporation ("Owner"), and (NAME AND ADDRESS OF SUCCESSFUL BIDDER) a (FORM OF ORGANIZATION)("Contractor"), make this Contract as of the \_\_\_\_ day of \_\_\_\_, 2017, and hereby agree as follows:

ARTICLE 1  
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide perform, and complete all of the following, all of which is herein referred to as the "Work:"

- A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C.
- B. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
- C. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
- D. Taxes. Pay all applicable federal, state, and local taxes.
- E. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
- F. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner consistent with the highest standards of professional and construction practices and in full compliance with and as required by or pursuant to this Contract; and with the greatest economy, efficiency, and expedition consistent therewith with only new, undamaged, and first quality equipment, materials, and supplies.

## 1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The Commencement Date, the rate of progress (as set forth in the "Work Schedule" to be prepared as set forth in Attachment A), and the Completion Date are referred to in this Contract as the "Contract Time."

## 1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide two (2) complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8.5 inch by 11-inch paper. Two (2) blue line prints and one (1) sepia transparency of each drawing shall be provided. All drawings shall be clearly marked in the lower right hand corner with the names of Owner/Architect/Engineer and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review, with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

## 1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

#### 1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at or in the vicinity of the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guarantee or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that different conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two (2) workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines, and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations, and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two (2) sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

#### 1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent and has the necessary capital, facilities, plant, organization, and staff to provide, perform, and complete the Work in full compliance with and as required by or pursuant to this Contract. Without limiting the preceding sentence, Contractor shall employ staff with the same or superior experience as the staff identified in the Bidder Organizational and Experience Chart included in Bidder's Sworn Work History Statement.

### 1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with and as required by or pursuant to this Contract.

### 1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the work in full compliance with and as required by or pursuant to this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incidental to the Work.

### 1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

### 1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

### 1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring, and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring, and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures, and landscaping of all kinds, and all other public or private property that may be encountered or endangered in providing, performing, and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to and any loss suffered by the Work, and any damage done to and any loss suffered by the Work Site or other property as a result of the Work. The Contractor is responsible for immediate resolution of any damages and other incidents resulting from the use of chemicals. These incidents include but are not limited to spills, smoke, fumes, and vapors. The contractor will bear all cost for the resolution of these incidents. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless or reimburse Contractor for the cost of any repair or replacement work required by this Section.

### 1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to and approved in advance by Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with and as required by or pursuant to this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

### 1.13 Simultaneous Work by Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

### 1.14 Occupancy Prior to Final Acceptance or Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Acceptance of the Work or Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance or completion of the Work.

### 1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right for its convenience to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be canceled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work performed in compliance with and as required by or pursuant to this Contract up to the effective date of termination together with ten percent (10%) of such costs for overhead and profit; and (2) such other costs pertaining to the Work,

exclusive of overhead and profit as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## ARTICLE II CHANGES AND DELAYS

### 2.1 Changes

Owner shall have the right by written order executed by Owner to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt of such Change Order and, if not made prior to such time, shall be deemed conclusively to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits or other compensation.

### 2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to or claimed by Contractor because of hindrances or delays from any cause in the commencement prosecution or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

## ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

### 3.1 Inspection, Testing, Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

### 3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in or reasonably inferred from this Contract. The warranty herein expressed shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.

B. Warranty Period, Repairs, Extension of Warranty. Contractor shall promptly and without charge correct any failure to fulfill the above warranty that may be discovered or develop at any time within one (1) year after Final Payment or such longer period as may be prescribed in Attachment B or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one (1) year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B requires a subcontractor or supplier to provide a guarantee or warranty, Contractor shall be solely responsible for obtaining said guarantee or warranty in a form satisfactory to Owner and assigning said guarantee or warranty to Owner. Acceptance of any assigned guarantees or warranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guarantee or warranty obligations under this Contract.

### 3.3 Owner's Right to Correct

If, within two (2) business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make or undertake with due diligence to make the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses or damages, including attorneys' fees and administrative expenses.

## ARTICLE IV FINANCIAL ASSURANCES

### 4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, in the forms attached to this Contract, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

#### 4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. Such policies shall be in a form, and from companies acceptable to Owner. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days, after written notice thereof, shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

#### 4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses that may arise or be alleged to have arisen out of or in connection with Contractor's performance of or failure to perform the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

### ARTICLE V PAYMENT

#### 5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions or withholdings provided for in this Contract.

#### 5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay or reimburse Contractor for any state or local sales, use or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work, as well as all taxes, contributions, and premiums for unemployment insurance, old age, or retirement benefits, pension, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

#### 5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in a form provided by or approved by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than thirty (30) days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of and partial or final waivers of lien covering all Work for which payment is then requested; and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.



C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract price or any other consideration for the Work. Any and all Progress payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### 5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete or otherwise not in full compliance with or as required by or pursuant to this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with and as required by or pursuant to this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than ninety (90) days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for, or on account, of any act or neglect of Owner arising out of, relating to, or in connection, with the Work.

#### 5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to the work or the Work Site. All such equipment, materials, supplies and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to ensure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with the Work or this Contract ("Lien"), and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall promptly and without charge discharge, remove or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal, but may, nevertheless, do so where Owner's interests would thereby be served.

#### 5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Contractor under this Contract.

### ARTICLE VI DISPUTES AND REMEDIES

#### 6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two (2) business days after receipt of such requirement, direction, instruction, interpretation, determination or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three (3) business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

### 6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies not inconsistent with the provisions of this Contract, as it may have in law or equity.

### 6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute or has delayed in the prosecution of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- (a) Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- (b) Owner may perform or have performed all Work necessary to cure such Event of Default and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
- (c) Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Work, or part thereof and make an equitable reduction in the Contract Price.
- (d) Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- (e) Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

(f) Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

(g) Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor any and all costs, including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

(h) Owner may recover any damages suffered by Owner.

#### 6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor in full compliance with and as required by or pursuant to this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work, but charge to Contractor and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

#### 6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

### ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

#### 7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor, and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### 7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in nor done pursuant to this Contract shall be construed (1) to create the relationship of principal and agent, partners or joint ventures between Owner and Contractor, or (2) except as provided in Paragraph 6.3(f) above to create any relationship between Owner and any subcontractor or supplier of Contractor. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for or use or acceptance of the Work or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue, any license or permit to Contractor or any subcontractor.

### 7.3 No Collusion/ Prohibited Interests

Contractor hereby represents that the only persons, firms or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, by null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

### 7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part; (2) assign any of Contractor's rights or obligations under this Contract; or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

### 7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

### 7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner; nor any order by Owner for the payment of money; nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Work, equipment, materials or supplies; nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

### 7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm or corporation other than Contractor shall be made or be valid against Owner.

### 7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

LAKE COUNTY FOREST PRESERVE DISTRICT

1899 WEST WINCHESTER ROAD

LIBERTYVILLE, ILLINOIS 60048

ATTENTION: Greg Walenter, Project Manager

Notices and communications to Contractor shall be addressed to, and delivered to, the following address:

NAME OF SUCCESSFUL BIDDER

ADDRESS OF SUCCESSFUL BIDDER

CITY, STATE, ZIP CODE

ATTENTION:

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means. By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

### 7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

### 7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

### 7.11 Compliance with Laws and Grants

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all (1) required or applicable governmental permits, licenses, grants, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work; and (2) applicable statutes, ordinances, rules and regulations, including without limitation, the Prevailing Wage Act, 820 ILCS 130/0/01 et seq. (in furtherance of which a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract, and if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of or requiring affirmative action based on race, creed, color, national origin, age, sex

or other prohibited classification, including without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; and the Discrimination in Public Contracts Act, 775 ILCS 10/1 et seq.; any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act; and applicable federal labor laws including 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 revising, codifying and enacting without substantive changes the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c).

Contractor 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 Contractor's or its subcontractors' or suppliers' performance of or failure to perform the Work or any part thereof.

Nothing in this Contract shall be construed to waive or limit Owner's authority to regulate any matter falling within its regulatory authority, including the activities of Contractor, its subcontractors, or any other person, or the Work or the Work Site.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### 7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on or the incorporation into the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value for review by Owner. If Owner should disapprove the offered substitutes and should elect in lieu of a substitution to have supplied, and to retain and use any such equipment, materials, supplies, tools, appliances, devices, processes or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### 7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### 7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract 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 shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

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

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in two (2) original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

By: \_\_\_\_\_

\_\_\_\_\_

Julie Gragnani  
Secretary

Alex Ty Kovach  
Executive Director

Attest/Witness

(NAME OF SUCCESSFUL BIDDER)

By: \_\_\_\_\_

By: \_\_\_\_\_

(EXECUTING OFFICER)

Title: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF ILLINOIS }  
COUNTY OF } SS

CONTRACTOR'S CERTIFICATION

(CONTRACTOR'S EXECUTIVE OFFICER), being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest/Witness

(NAME OF SUCCESSFUL BIDDER)

By: \_\_\_\_\_

By: \_\_\_\_\_

(EXECUTING OFFICER)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

{SEAL}

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ATTACHMENT A  
SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

The project consists of the fabrication and installation of an outdoor observation structure. The structure consists of two joined platforms, the lower platform being approximately 5' above grade, rectangular shaped, and accessed by an accessible ramp and a higher platform approximately 15' above grade, circular shaped, and accessed by a circular stair from the lower platform. The structure is supported by pressure treated round timber piles, driven to the specified capacity. The work includes all labor, materials, equipment and services for the complete construction of the project as indicated in the construction documents, including:

- A. Site Resource and Protection measures including an allotment of up to 250 lineal feet of 4' high plastic construction fencing.
- B. Furnishing and installing pressure treated round timber piles with vibratory equipment.
- C. Fabricating and erecting the complete steel observation structure.
- D. Installing the poured concrete approach ramp.
- E. All other related work and requirements described in the contract documents.

2. Work Site:

SPRING BLUFF FOREST PRESERVE  
1200 7<sup>th</sup> Street  
Winthrop Harbor, IL 60096

3. Permits, Licenses, Approvals, and Authorizations:

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

LAKE COUNTY PLANNING, BUILDING AND DEVELOPMENT DEPARTMENT

4. Commencement Date:

February 5, 2018

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 29, 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. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against "all risks" of direct physical loss to buildings,

structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

- E. 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.
- F. Deductible. Each policy shall have a deductible or self-insured retention less than \$10,000.00.
- G. Owner and Architect as Additional Insured. Owner and Architect 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 and Architect, respectively, as follows:

Lake County Forest Preserve District (Owner)  
Wells P. Wheeler (Architect)

- H. 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.
- I. 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.

- J. Owner's and Contractor's Protective Liability Insurance (required if hiring sub-contractors). Contractor, at its sole cost and expense, shall purchase this insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

7. Contract Price     SCHEDULE OF PRICES

A. Lump Sum Contract

For providing, performing, and completing all Work, the total Contract Price of:

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS  
(in writing)

\$ \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ 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.

- 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

Five Hundred Dollars (\$ 500.00)

THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
SPRING BLUFF FOREST PRESERVE  
BID SPEC NUMBER: 64811-18001-874

ATTACHMENT B  
SPECIFICATIONS

SECTION 01000 - GENERAL PROJECT REQUIREMENTS

SECTION 01010 - MEASUREMENT AND PAYMENT

SECTION 02100 - TEMPORARY ACCESS AND FACILITIES

SECTION 02300 - SITE RESOURCE PROTECTION

THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
SPRING BLUFF FOREST PRESERVE  
BID SPEC NUMBER: 64811-18001-874

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**SECTION 01000**  
**GENERAL PROJECT REQUIREMENTS**

Revised / Reviewed: October 16, 2017

**1. GENERAL**

**1.01 DESCRIPTION**

- A. This Section includes:
  - 1.02 Summary of the Work
  - 1.03 Coordination and Meetings
  - 1.04 Permits and Regulations
  - 1.05 Plans and Specifications
  - 1.06 Layout and Staking
  - 1.07 Quality Assurance and Guarantee
  - 1.08 Materials
  - 1.09 Shop Drawings, Product Data and Samples

**1.02 SUMMARY OF THE WORK**

- A. The project consists of the fabrication and installation of an outdoor observation structure. The structure consists of two joined platforms, the lower platform being approximately 5' above grade, rectangular shaped, and accessed by an accessible ramp and a higher platform approximately 15' above grade, circular shaped, and accessed by a circular stair from the lower platform. The structure is supported by pressure treated round timber piles, driven to the specified capacity. The work includes all labor, materials, equipment and services for the complete construction of the project as indicated in the construction documents, including:
  - 1. Site Resource and Protection measures including an allotment of up to 250 lineal feet of 4' high plastic construction fencing.
  - 2. Furnishing and installing pressure treated round timber piles with vibratory equipment.
  - 3. Fabricating and erecting the complete steel observation structure.
  - 4. Installing the poured concrete approach ramp.
  - 5. All other related work and requirements described in the contract documents.
- B. Furnish all labor, materials, equipment, tools, and transportation which is reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in this Contract or not.
- C. Whenever the performance of work is indicated on the Plans or Contract Documents and no item is included in the Contract for payment, the work shall be considered incidental to the Contract, and additional compensation will not be allowed.

- D. In addition, repair, replace, or otherwise settle with the Owner and/or any other affected property owners, any damage to property or existing facilities of any kind due to the actions of the Contractor.
- E. The project shall be constructed under a Unit Price Contract.

#### 1.03 COORDINATION AND MEETINGS

- A. The Contractor shall be required to attend a pre-construction meeting prior to beginning the Work to review the Plans and Contract Documents, construction scheduling, personnel contacts, quality controls and to inspect the site. The Contractor shall submit a schedule of construction within one week from the pre-construction meeting for approval by the Owner.
- B. The Contractor shall communicate the work progress and upcoming project tasks to the Owner via phone or email at least every 48 hours. The Contractor shall also schedule on-site progress meetings at least once per week to review and coordinate the Work.
- C. The Contractor shall become thoroughly familiar with the required Owner and permit agency inspections and promptly notify the respective parties before the required inspection is due. Failure to have the Work inspected as required may result in denial of payment for said Work.
- D. The Contractor shall notify the Owner of any interruption or stoppage of work lasting two days or more before the work stoppage. The Contractor shall inform the Owner of all changes in the construction schedule as soon as they become apparent.
- E. The Contractor shall be fully responsible for the coordination of its Work and the Work of its employees, subcontractors, and suppliers and to assure compliance with schedules. The Contractor is responsible for any and all coordination required for public and private utility compliance.
- F. The Owner may have separate contracts in force at the same time and in the same areas as the Work. The Contractor shall coordinate the Work so as to not cause delays or obstructions or affect the quality of work by others and shall otherwise cooperate with others at the Work Site.

#### 1.04 PERMITS, BONDS AND REGULATIONS

- A. The Owner shall obtain, at its' expense, all required governmental permits as described in Attachment A of this Contract. All provisions and requirements contained in any and all required governmental permits associated with the Work are the responsibility of the Contractor and shall be considered to be part of this Contract. The Contractor shall be solely responsible for performing all Work in establishing and maintaining compliance with the same governmental permits.
- B. The Contractor shall, at its' sole expense, procure and furnish all bonds and all certificates and policies of insurance required by all applicable permitting agencies. The Contractor shall obtain, at its' expense, all other required licenses, approvals and authorizations.
- C. The Contractor shall comply with all state and federal safety regulations, as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), and with applicable provisions and regulations of the Occupation Safety and Health

Administrative (OSHA) standards of the Williams Stelger Occupational Health State Safety Act of 1970 (revised).

#### 1.05 PLANS AND SPECIFICATIONS

- A. Only complete sets of plans approved by the Owner and Engineer and specifically marked "FOR CONSTRUCTION" shall be used to construct the Work. Prior to bidding and commencement of construction, the Contractor shall verify all dimensions and conditions affecting their work with the actual conditions at the job site. If there are any discrepancies from what is shown on the Construction Plans, the Contractor must immediately report same to the Engineer before performing any work; otherwise, the Contractor assumes full responsibility. In the event of disagreement between the Construction Plans, Specifications, and/or details, the Contractor shall secure written instructions from the Engineer prior to proceeding with any part of the work affected by omissions or discrepancies. Failing to secure such instruction, the Contractor shall be considered to have proceeded at his/her own risk and expense. In the event of any doubt or question arising with respect to the true meaning of the Plans or Specifications, the decision of the Engineer shall be final and conclusive.
- B. The Contractor shall keep a set of approved plans and Contract Documents on the job and shall maintain a legible record on said plans of any changes, modifications, or alterations to the Work. Upon completion of the Contractor's work, said plans and information shall be provided to the Owner as the Record Drawings. Final Contract Payment shall not be made until the Record Drawings have been received by the Owner.
- C. In the event of a conflict between any provision in any of the following component parts of these Contract Documents, the provision in the component part first listed below shall govern over any other component part which follows it, except as may otherwise specifically stated. Said component parts are the following:
1. Plans
  2. Addendum to the Specifications
  3. Special Provisions
  4. Specifications
- D. All work shall conform to the following Standard Specifications:
1. "Standard Specifications for Road and Bridge Construction in Illinois," as prepared by the Illinois Department of Transportation, April 2016 or later, hereinafter referred to as the "IDOT Standard Specifications."
  2. "Standard Specifications for Water and Sewer main Construction in Illinois," latest edition, shall govern all water and sewer main construction.
  3. "Standard Specifications for Traffic Control Items," latest edition, as published by the Illinois Department of Transportation.
  4. "Manual for Uniform Traffic Control Devices" (MUTCD) by the Federal Highways Administration, latest edition.

5. "Illinois Urban Manual," latest edition as prepared for the Illinois Environmental Protection Agency by the NRCS.
- E. Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of the Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern. In case of conflict between the referenced specifications or standards and this Contract, this Contract shall govern.
- F. Abbreviations
1. The following are definitions of abbreviations that may be used in this Contract:
    - a. AA - Aluminum Association
    - b. AASHTO - American Association of State Highway and Transportation Officials
    - c. ACI - American Concrete Institute
    - d. ANSI - American National Standard Institute
    - e. ASTM - American Society for Testing and Materials
    - f. AWS - American Welding Society
    - g. AWWA - American Water Works Association
    - h. CRSI - Concrete Reinforcing Steel Institute
    - i. FS - Federal Specifications
    - j. NEC - National Electrical Code
    - k. NECA - National Electrical Contractors Association
    - l. NEMA - National Electrical Manufacturer's Association
    - m. NSF - National Science Foundation
    - n. OSHA - U.S. Department of Labor, Occupational Safety and Health Administration
    - o. PS - United States Products Standards
    - p. STD.SPEC. - Applicable State Department of Transportation Standard Specifications for Road and Bridge Construction
    - q. SSPC - Structural Steel Painting Council
    - r. UL - Underwriter's Laboratories, Inc.

#### 1.06 LAYOUT AND STAKING

- A. Only the Owner or Engineer shall provide the approved horizontal and vertical control data for use in constructing the Work. Control data, benchmarks and other data for construction purposes may be provided by the Owner or Engineer in digital format for use by the Contractor. Use of control data and points at the site other

than that which has been approved by the Owner or Engineer to construct the Work may result in that Work to be rejected and all related payment denied.

- B. The Owner or Engineer may have performed staking for trail alignments or other improvements for pre-construction purposes such as vegetation clearing and / or alignment testing. The Contractor may utilize these points for construction with approval of the Owner or Engineer. Otherwise, the Contractor shall be responsible for providing and maintaining all layout and staking for the improvements specified. All layout shall utilize either traditional electronic survey equipment (total station, etc.) or GPS and shall be accurate in both the horizontal and vertical planes to +/- one tenth (.1) of a foot. Only a qualified Registered Land Surveyor (RLS) or a person trained under a RLS shall be utilized to provide construction staking.
- C. The Owner shall retain the right to review and inspect any layout and staking before commencement of the Work if so requested beforehand by the Owner.

#### 1.07 QUALITY ASSURANCE AND GUARANTEE

- A. Before acceptance and final payment by the Owner, all work shall be quantified, inspected and approved by the Owner. Final payment shall be made after all of the Work has been approved and accepted, and in accordance with the Contract Documents.
- B. After final acceptance by the Owner and all applicable government permitting agencies, all Work performed under this Contract shall be guaranteed against defects in materials and workmanship of any nature for a period of 12 months by the Contractor and his/her surety.
- C. Special attention is drawn to Article 105.06 of the IDOT Standard Specifications, which requires the Contractor to have a competent superintendent on the project site at all times, irrespective of the amount of work sublet. The superintendent shall be capable of reading and understanding the plans and specifications, shall have full authority to execute orders to expedite the project, and shall be responsible for scheduling and have control of all work as the agent of the Contractor. Failure to comply with this provision will result in a suspension of work.
- D. The work described in this contract requires specialized knowledge, experience, skills and equipment to successfully complete. The Contractor shall possess the full capability to execute the work as specified, including trained, experienced and skilled personnel and possession or access to the required equipment.
- E. The Engineer and Owner are not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions used by Contractor. The Contractor is solely responsible for execution of his/her work, in accordance with the Contract.
- F. The Contractor shall indemnify the Engineer, their agents, the Owner and its agents and all applicable permit agencies (as required) from all liability involved in the construction, installation and testing of the Work and name them as additionally insured.

## 1.08 MATERIALS

### A. General

1. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the Owner before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications.
2. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work. If in place, faulty materials shall be removed by Contractor at its expense and replaced with acceptable material unless permitted otherwise by the Owner. No defective materials that have been subsequently corrected shall be reused until approval has been given.
3. Upon failure of Contractor to comply immediately with any order of the Owner to remove and replace defective material, the Owner shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to Contractor. Failure to reject any defective materials or Work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate the Owner to issue its final acceptance.

B. Manufactured materials and products shall be delivered to the work site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact.

C. Contractor shall be responsible for protection and preservation of all materials until final payment.

D. Contractor shall provide temporary protection of the Work from damage by the elements and protect finished surfaces to prevent any damage resulting from the Work of any trade.

### E. Substitutions and Product Options

1. The intent of these Specifications is to provide the Owner with a high quality project without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
2. For products specified by reference standards only, Contractor may provide a product complying with the specified standard with proof of compliance.
3. For products specified by performance and descriptive methods, without naming manufacturer's products, Contractor may provide the products of any manufacturer complying with the Contract Documents, subject to the review of product data and approval by the Owner as specified herein.
4. For products specified by naming one or more manufacturer's products followed by the words "or approved equal", Contractor may provide any of the named products or may submit a product by another manufacturer as an

equal for the review and approval by the Owner as specified herein and subject to conditions specified elsewhere. If requirements are specified in addition to naming manufacturer's products, any product provided must comply with all of the specified requirements.

5. If Contractor wishes to provide a product other than one named in the Specifications, Contractor shall submit sufficient information to the Owner for evaluation and determination of acceptability of the product prior to purchase and delivery of the product. Contractor is responsible for obtaining information required by the Owner for the evaluation of products. The Owner is responsible for determination of the equality of products, and Owner's decision shall be final, except as otherwise provided by Law.
6. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.

#### 1.09 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

##### A. Descriptions

###### 1. Shop Drawings

- a. Shop Drawings are original drawings, prepared by a contractor, subcontractor, supplier, manufacturer or distributor, which illustrates some portion of the Work; showing type, quantity and size, fabrication, layout, setting, and/or erection details.
- b. Shop Drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Plans. Reproductions for submittal shall be full size prints.

###### 2. Product Data

- a. Product data are manufacturer's standard schematic drawings, catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
- b. Standard drawings shall be modified to delete information that is not applicable to the Work and supplemented to provide additional information applicable to the Work.
- c. Catalog sheets, brochures, etc., shall be clearly marked to identify pertinent materials, products, or models.

3. Samples are physical examples to illustrate materials, equipment, or workmanship and to establish standards by which Work is to be evaluated.

##### B. Contractor's Responsibilities

1. Prior to submission, the Contractor shall thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents and shall verify all quantities, dimensions and field conditions and shall coordinate the shop drawings with the requirements for other related Work.

2. The Contractor's responsibility for errors and omissions in submittals is not relieved by the Engineer/Owner's review of submittals.
3. The Contractor shall notify the Engineer/Owner, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents. Contractor's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the Engineer/Owner's review of submittals, unless the Engineer/Owner gives written acceptance of specific deviations.
4. Begin no Work that requires submittals until return of submittals with the Engineer/Owner's stamp and initials or signature indicating the submittal has been reviewed.
5. Prompt delivery and removal of all sample materials to and from the project site shall be the responsibility of the contractor.

C. Submission Requirements and Engineer/Owner's Review

1. The Owner and Engineer will each retain one copy of approved shop drawings and product data. Submit two (2) plus the desired amount of return copies to the Engineer/Owner for review. Submit the number of samples indicated in the individual Specification Sections.
2. Shop drawings, product data, and samples shall be submitted by Contractor to the Engineer/Owner. Submittals shall be properly identified with the name of the Contract, dated, and each lot submitted shall be accompanied by a letter of transmittal referring to the name of the Work and to the Specification page number and/or Contract Drawing number for identification of each item. Submittals for each type of Work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions.
3. Submittals shall bear Contractor's stamp of approval certifying that they have been checked. Submittals without Contractor's initialed or signed certification stamp and submittals which, in the Engineer/Owner's opinion are incomplete contain errors or have not been properly checked, will be returned unchecked by the Engineer/Owner for resubmission.
4. At the time of each submission, Contractor shall give the Engineer/Owner specific written notice of each variation that the shop drawings or samples may have from the requirements of the Contract Documents and shall cause a specific notation to be made on each shop drawing submitted of each such variation.
5. The Engineer/Owner will review submittals with reasonable promptness. The Engineer/Owner's review of submittals shall not be construed as a complete check, and shall not relieve Contractor from responsibility for complete compliance with the Contract requirements. The Engineer/Owner's review will be only for conformance with the design concept of the Work and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or



required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. No corrections, changes, or deviations indicated on submittals reviewed by the Engineer/Owner shall be considered as a Change Order.

6. Contractor shall make corrections required by the Engineer/Owner and shall return the required number of corrected copies of shop drawings for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer/Owner on previous submittals.
7. In the event a third submittal is required, due to previous submittals of incomplete or incorrect data or not in compliance with the Contract Documents, the Contractor will be charged one-half of the cost incurred by the Owner or Engineer for the review of the third submittal. The Contractor shall bear the total cost incurred by the Engineer for all subsequent reviews. The costs charged to the Contractor will be at the cost plus rate generally charged by the Engineer and will be deducted by the Owner from payments due to the Contractor.
8. Distribution of copies of acceptable submittals will be as mutually determined by Contractor, Owner, and Engineer on an individual item basis during or following the preconstruction conference.

**END OF SECTION 01000**

**SECTION 01010**  
**MEASUREMENT AND PAYMENT**  
Revised / Reviewed: October 16, 2017

**1. GENERAL**

**1.01 DESCRIPTION**

- A. All applications for payment shall be with the Owners approved forms, completed, signed and notarized by the Contractor. The Owner may request additional backing documents, spreadsheets, delivery tickets, or other proof or measurement of the work being billed.
- B. Payment for all work done in compliance with the Contract, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of this Project, will be made under the Payment Items listed in Part 2 of this Section 01010. Incidental work required by the Contract for which there is no specific Payment Item is still required to be performed and no additional compensation will be allowed for such work.
- C. Quantities ne This page intentionally left blank hown in Attachment A to the Contract shall govern over those estimated in the Bidder's Proposal. The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications, and the Owner shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract.
- D. All work shall be completed per the Contract Documents. Where shown, references to specific Sections of the specifications and/or Sheets in the plans should be consulted to determine the full scope of the work.
- E. All measurement and payment provisions of the IDOT Standard Specifications are deleted.
- F. The Subsections in Part 2 below describe the measurement of and payment for the Work to be completed under the Contract Unit Price Items listed in the Schedule of Prices

**2. MEASUREMENT AND PAYMENT**

This Contract shall be executed as a Lump Sum Contract. The Work shall not be measured for payment but shall be considered complete upon the Owner's acceptance of the Work as described in these Contract Documents.

**END OF SECTION 01010**

**SECTION 02100**  
**TEMPORARY ACCESS AND FACILITIES**

Revised / Reviewed: February 10, 2017

**1. GENERAL**

**1.01 DESCRIPTION**

- A. Work under this Section includes:
  - 1. Mobilization costs, temporary construction and facilities and transportation required to perform the permanent improvements.
- B. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
  - 1. Section 02200 – Temporary Traffic Control
  - 2. Section 02300 – Site Resource Protection
- C. The Contractor shall, at its' sole expense, procure and furnish all bonds required by other agencies a This page intentionally left blank work site.

**2. PRODUCTS**

**2.01 STABILIZED CONSTRUCTION ENTRANCE**

- A. Aggregate shall be an angular crushed stone meeting the requirements of IDOT CA-1, also known locally as 3" Stone.
- B. Geotextile fabric
  - 1. Geotextile fabric shall be non-woven, needle punched polypropylene staple fiber that is UV stabilized and resistant to chemicals, mildew and insects.
  - 2. The geotextile fabric shall be:
    - a. Thrace-LINQ GTF-225EX
    - b. or approved equivalent meeting the following criteria:

Grab Tensile Strength	215 lbs
Elongation	50%
Puncture	600 lbs
Permittivity	1.3 sec <sup>-1</sup>

**2.02 TEMPORARY CULVERTS AND CROSSINGS (IF REQUIRED)**

- A. Aggregate surface for temporary crossings shall meet the requirements of IDOT CA-1, locally known as 3" Stone.
- B. Geotextile fabric shall be non-woven, needle punched polypropylene staple fiber that is UV stabilized and resistant to chemicals, mildew and insects such as:

1. Thrace-LINQ GTF-225EX
2. or approved equivalent meeting the following criteria:

Grab Tensile Strength	215 lbs
Elongation	50%
Puncture	600 lbs
Permittivity	1.3 sec <sup>-1</sup>

- C. Pipe size and type for temporary crossing shall be as indicated on the plans.

### 3. EXECUTION

#### 3.01 SITE ACCESS AND CONSTRUCTION LIMITS

- A. All site access shall be limited to the designated locations either shown on the plans or otherwise designated by the Owner. Under no circumstances shall the Contractor attempt to access the site from an unauthorized public right-of-way without expressed permission or permit from the Owner and the appropriate jurisdiction.
- B. The Contractor shall work within construction limits as designated by the Owner. The Owner reserves the right to reduce construction limits to avoid damage to environmentally sensitive areas. Material storage and construction parking may occur only in those areas designated by the Owner. Do not unreasonably encumber the site with materials or equipment. All haul roads which are located outside of the immediate construction zone or shall impact the site in any way shall be approved by the Owner before put in use. All site impacts caused by material storage, access and transportation shall be restored to their original conditions as specified in this Contract.
- C. When the project requires a specific construction sequence, the work shall follow construction sequencing as shown on the plans or otherwise indicated by the Owner and the Contractor shall not be allowed to begin work on the next project phase until the previous phase has been fully completed and approved by the Owner. Once a phase has been completed and approved, the Contractor shall completely barricade off the work area with 4-foot high orange construction fence to prevent construction traffic and the general public from entering completed phase. Any changes to the sequencing shown on the construction plans shall be approved in writing by the Owner.
- D. This project is being constructed on public lands, and as such, portions of the site outside of the construction limits may remain open to the public. Under no circumstances shall the Contractor utilize any part of the site which is open to the public for any purpose without direct permission from the Owner.
- E. All construction facilities and temporary controls shall be maintained in a secure, safe and useful condition until removed from the Work Site. The Contractor shall be solely responsible for any material losses due to vandalism, theft, weather occurrences or Acts of God. The Contractor shall provide a daily inspection of Work Area and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the Work Site, both day and night. Any and all security or construction fencing will be the responsibility of the Contractor. If present, the Contractor shall be responsible for locking and unlocking gates of the Owner.

### 3.02 UTILITIES

- A. The Owner will not provide any utility services unless specifically authorized by the Owner. The Contractor shall provide and pay all costs for necessary temporary electrical, heat, and water. The Contractor shall provide water for all construction and testing purposes. The Contractor shall provide all temporary piping, hoses, etc., required to transport water to the point of usage.

### 3.03 MOBILIZATION AND TEMPORARY SITE ACCESS

- A. When included in the Schedule of Prices, the Contractor shall be paid for indirect costs necessary to initiate and complete the Work. These costs may include mobilizing equipment and materials, temporary sanitary facilities, permit boxes, surveying, construction layout, temporary utilities, water sources, signage and other temporary indirect costs associated with the Work.

### 3.04 STABILIZED CONSTRUCTION ENTRANCE

- A. Install stabilized construction entrance at the location indicated on the plans.
- B. If the Contractor utilizes any other location(s) for construction access, a stabilized construction entrance must be installed where the construction entrance(s) access public right-of-ways, streets, or any paved surfaces. Any such additional construction entrances must be approved by the Owner, the jurisdictional authority and Designated Erosion Control Inspector (DECI). The cost of any additional construction entrances shall be based on the unit price established in the Schedule of Prices.
- C. Aggregate must be underlain by the specified geotextile fabric in all areas; using full width rolls with end seams overlapped a minimum of 4 feet.
- D. Any sediment reaching paved surfaces shall be removed immediately.
- E. The Contractor shall maintain the stabilized construction entrance in good working condition, including but not limited to replacement of rock and removal of accumulated sediment, throughout the duration of the project until removal.
- F. Stabilized construction entrance shall be removed by the Contractor at the end of the project or as otherwise directed by the DECI. Ground beneath stabilized construction entrance and any incidental disturbed areas shall be restored as per sections 03130 – Finish Grading and Topsoil and 09300 – Seeding.

### 3.05 TEMPORARY CULVERTS AND CROSSINGS (IF REQUIRED)

- A. Install temporary culverts and crossings at the location(s) indicated on the plans.
- B. Unless shown in the plans and details, the means and methods used to create temporary crossings shall be determined by the Contractor and approved by the Owner. The method chosen should provide a stable crossing with a minimum level of disturbance to the site. Timbers, temporary road mats or other methods which do not require filling may be used outside of drainage flows.

- C. The contractor shall maintain temporary crossings in good working condition, including but not limited to the addition or replacement of aggregate, throughout the duration of the project until removal.
- D. Temporary crossings shall be removed by the Contractor at the end of the project or as otherwise directed by the Owner.

### 3.06 TEMPORARY SANITARY FACILITIES

- A. Provide temporary toilet facilities as required. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Enough chemical toilets shall be provided to conveniently serve the needs of all personnel. Chemical toilets and their maintenance shall meet the requirements of State and Local Health Regulations and Ordinances.

### 3.07 PERMIT BOX

- A. Provide permit box to safely store and protect required permit paperwork on site throughout the duration of construction. Permit paperwork to include Stormwater Pollution Prevention Plan (SWPPP), LCSMC Permit, and any other papers required by permitting agencies.

### 3.08 SITE RESTORATION

- A. Areas disturbed during construction due to required stabilized entries, haul roads, staging areas, temporary crossings or other site access areas approved by the Owner shall be restored as directed by the Owner. This work shall be performed as per Sections 03120 – Finish Grading and Topsoil and 09300 – Seeding and measured for payment.

**END OF SECTION 02100**

## SECTION 02300

### SITE RESOURCE PROTECTION

Revised / Reviewed: February 10, 2017

#### 1. GENERAL

##### 1.01 DESCRIPTION

- A. Work under this Section includes:
  - 1. Requirements for the preservation and protection of natural resources and man-made facilities at the work site and restrictions on construction impacts.
- B. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
  - 1. Section 02400 - Soil Erosion and Sediment Control
  - 2. Section 02500 - Vegetation Removal
  - 3. Section 03100 - Earthwork and Grading

#### 2. PRODUCTS

##### 2.01 TEMPORARY CONSTRUCTION FENCE

- A. Fencing shall be heavy duty orange polyethylene or fabric fence, 48" in height. Steel posts shall be heavy duty "T" posts, 5' minimum in length. Wood posts shall be a minimum of 2" x 2" x 5' minimum in length.

##### 2.02 TEMPORARY CHAIN LINK FENCE AND GATES

- A. Chain link fence and gates shall consist of metal fabric with 0.148 diameter wire and woven on 2" spacing and meeting AASHTO M 181. Fence fabric shall be adequately supported and attached to metal rails and supports with steel or aluminum hog rings. Chain link fence shall be 6' in height. Chain link gates shall be 6' in height and 12' in length with hinge post bracing and support wheel. All fence and gates shall be supplied in excellent condition and free from torn, distorted or otherwise damaged fabric.
- B. Metal posts, rail, braces and gate frames shall meet the requirements of AASTO M 181 and shall be provided as driven posts for open ground and / or with base supports for paved areas. Metal posts and support members shall be straight and free from defects.

#### 3. EXECUTION

##### 3.01 EXISTING FACILITIES

- A. The Contractor shall be responsible for the care and protection of all existing buildings, structures, pavements, roadways, trails, fences, utilities and any other existing facilities or improvements on the work site, whether under the direct jurisdiction of the Owner or not.

- B. With the exception of approved site access disturbances as described in Section 02100 – Temporary Site Access and Facilities, any damage to existing facilities shall be repaired or replaced to the satisfaction of the Owner or appropriate agency at no additional cost to the Owner. No additional compensation will be allowed under this Contract for the repair, replacement, or restoration of existing site elements as identified herein.
- C. Upon completion of the Contract, any and all debris, construction materials, equipment or other items associated with the project shall be removed from the site. Any disturbed areas shall be fine graded to ensure positive drainage and seeded according to these specifications.

### 3.02. UTILITIES

- A. Easements for existing utilities, both public and private, and utilities within public rights-of-way may be shown on the plans, according to available records. The Contractor shall be responsible for determining the exact location in the field of these utility lines and their protection from damage due to construction operations. If existing utility lines of any nature are encountered and found to conflict in location with new construction, the Contractor shall notify the Owner and utility company immediately so that the conflict may be resolved.
- B. Electric, telephone, natural gas, and other utility companies may have underground and/or overhead service facilities in the vicinity of the proposed work. The Contractor shall be solely responsible for having the utility companies locate their facilities in the field prior to construction, and shall also be responsible for maintenance and preservation of these facilities. The Contractor shall call J.U.L.I.E. at (800) 892-0123 for utility locations at least 48 hours prior to start of construction. The Contractor shall coordinate construction operations and schedules with the utility companies to avoid potential conflicts and damages. No relocation of utility lines and/or structures may proceed unless specific written permission has been granted by the Owner and utility company.
- C. Should any damages occur due to any action by the Contractor, repairs shall be made by the Contractor, at its expense, in a manner acceptable to the Owner and utility company.

### 3.03. DUST AND MUD CONTROL

- A. Take all necessary precautions to control dust and mud associated with the Work of this Contract, subject to the approval of the Owner. In dry weather, spray dusty areas daily with water in order to control dust. Take necessary steps to prevent the tracking of mud onto adjacent streets and highways. If indicated on the plans or deemed necessary by the Owner, the Contractor shall provide and operate a wash station to clean equipment and vehicles before they access any pavement.
- B. At a minimum, all streets and highways impacted by the construction shall be cleaned at the end of each working day using mechanical street sweeping equipment. If adequate precautions to control dust and mud are not taken by the Contractor, additional street sweeping shall be performed at the direction of the Owner and at no additional cost to the Owner.



- C. If the Contractor does not take sufficient precautions in the opinion of the Owner to control dust and mud associated with the Work of this Contract, the Owner reserves the right to stop Contractor's Work without extension to the Contract until Contractor provides acceptable dust and mud control.

#### 3.04 CONSTRUCTION NOISE

- A. All engines and engine-driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.
- B. Any machine or device which is regulated by federal or State of Illinois noise standards shall conform to those standards.
- C. When equipment noise is generated in a work area located near other jurisdictions or residential areas, the Contractor shall abide by the appropriate municipal ordinances regulating work hours for purposes of limiting construction noise

#### 3.05 CONTAMINATION

- A. The Contractor shall be solely responsible for the use, storage and transportation of any potential contaminants during the execution of the Contract. Fuels, oils, pesticides, chemicals or any other material that may cause harm to the site shall be cleaned, removed and disposed of according to local, state and federal guidelines. All equipment and vehicles shall be properly maintained to prevent contamination and shall be promptly removed from the site upon first evidence of leakage or spills. Under no circumstances shall fuels of any type be stored on the site.
- B. If the Contractor does not take sufficient precautions in the opinion of the Owner to safeguard the site from contamination or adequately mitigate contaminant damage, the Owner reserves the right to stop the Contractor's work without extension to the Contract and remedy the contamination by other means, with the cost of any such work deducted from the Contract.

#### 3.06 TEMPORARY CONSTRUCTION AND CHAIN LINK FENCE AND GATES

- A. The Contractor shall erect the temporary fencing and / or gates at locations shown on the plans or as directed by the Owner. The Owner reserves the right to specify additional fencing installation locations not shown on the plans and/or to eliminate fence installation locations.
- B. Steel fence posts shall be firmly driven into the ground and spaced to adequately support the fencing. The fencing shall be drawn tight to the posts and secured such that no sagging of the fencing may occur.
- C. Temporary construction fencing shall remain in place and be properly maintained until final seeding and restoration is complete, unless directed otherwise by the Owner. Upon removal, all fencing materials shall be removed from the site.

#### 3.07 NATURAL AND CULTURAL RESOURCE PROTECTION ZONES

- A. Areas outside of the primary construction zone which are separated by temporary construction fence may be designated as Natural and/or Cultural Resource

Protection Zones. These areas contain trees, vegetation, soils and/or other sensitive resources. Access to these areas by foot, vehicle or other equipment for any purpose is strictly prohibited.

- B. If at any time the Contractor believes that access to the Natural and Cultural Resource Protection Zone is necessary to accomplish the work, the Contractor shall immediately request a site inspection and meeting with the Owner to determine the course of action. The Contractor shall not initiate any work within the Natural Resource Protection Zone until receiving approval by the Owner and a determination of procedure and possible mitigation requirements.

### 3.08 TREE PRESERVATION

- A. Prior to the start of construction, the Contractor shall meet with the Owner at the site to inspect the existing trees which are to remain and determine potential impacts that may be caused by construction activities. Overhanging branches and tree root zones shall be noted and if required, the method of pruning or other procedure shall be determined and approved by the Owner.
- B. The Contractor shall not damage, cut, prune, transplant or remove any tree; attach any rope, wire, nail or other object to any tree; allow any gaseous, liquid or solid substance or equipment to contact any tree or the soil located within the drip line of any tree; impair normal surface drainage around any tree; allow any fire to burn which will injure any tree or act in any way to affect the vigor or appearance of any tree, except as such action is specifically authorized by the drawings for individually designated trees or groups of trees. Any necessary action by the Contractor that would affect trees, which have not been specifically designated, must be approved in advance by the Owner.
- C. If during grading or other construction it becomes necessary to expose or sever tree roots, the Contractor shall cleanly cut such roots with a sharp saw, pruner, or power tredder so that ripping or tearing is avoided.

### 3.09 NATURAL AND CULTURAL RESOURCE DAMAGE OR LOSS AND OWNERS' COMPENSATION

- A. The Contractor shall be liable for any damage or loss of any natural or cultural resource, including, but not limited to, trees, shrubs, herbaceous plants, soils, wetlands, streams, rivers, lakes, ponds, archeological sites or other natural habitat which is caused by the Contractor due to negligence or violation of any provision in these specifications. The Owner reserves the right to receive just compensation for any such damage or loss in a form acceptable to the Owner, including repair, restoration to original conditions, replacement of comparable kind and quantity or monetary restitution by contract amount adjustment or direct payment.
- B. In the event that trees, shrubs or other plants are irreparably damaged or destroyed by actions of the Contractor as outlined above, the plant material shall be replaced by the Contractor with like kind, size and quantity at no cost to the Owner or shall reimburse the Owner by direct payment. In the event that a plant species is unavailable, the Owner shall determine a replacement species. In the event that a damaged or destroyed plant is large and/or irreplaceable in size, the plant shall be replaced by an equivalent quantity of smaller plants, i.e., a tree measuring 24" in

THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
SPRING BLUFF FOREST PRESERVE  
BID SPEC NUMBER: 64811-18001-874

trunk diameter may be replaced with twelve (12) trees measuring 2" in trunk diameter. Replacement of all plant materials shall include the furnishing and planting of the materials with a one-year guarantee for subsequent replacement should the plant material fail to survive.

**END OF SECTION 02300**

ATTACHMENT C  
LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>SHEET TITLE</u>	<u>DATE LAST REVISED</u>
A-1	Site Plan / Index / Vicinity Plan / General Notes	October 20, 2017
A-2	Specifications & General Notes	October 20, 2017
A-3	Foundation Plan & Details	October 20, 2017
A-4	Platform Plans & Details	October 20, 2017
A-5	Elevations & Details Ramp Section	October 20, 2017
A-6	Framing Plan & Details	October 20, 2017

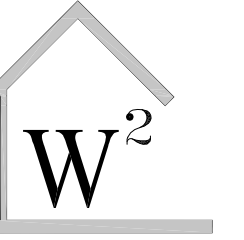
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# THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE LAKE COUNTY FOREST PRESERVES

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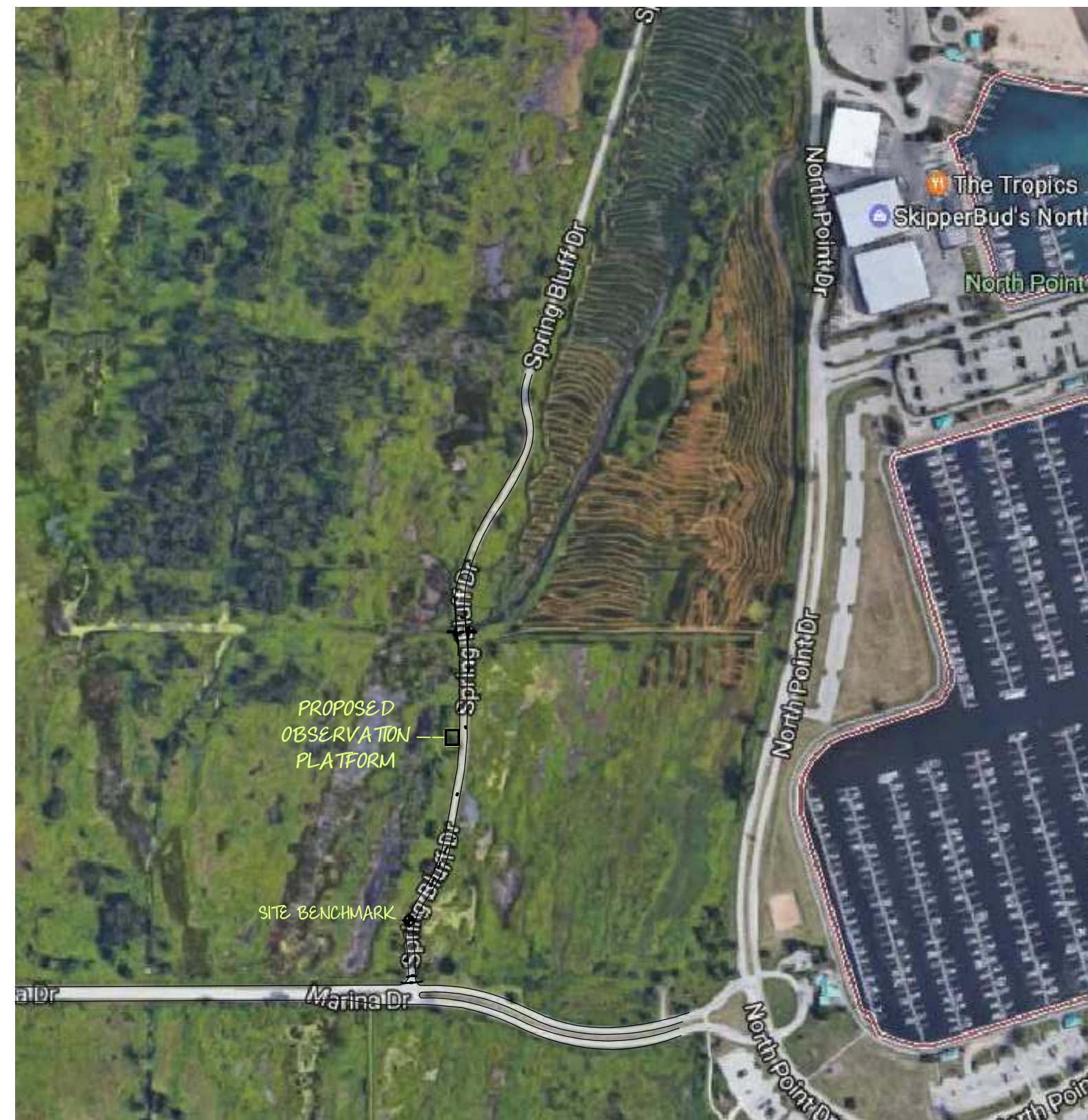
LAKE COUNTY  
FOREST PRESERVE  
DISTRICT  
1899  
WINCHESTER ROAD  
LIBERTYVILLE  
ILLINOIS 60048

SPRING BLUFF  
FOREST PRESERVE  
OBSERVATION  
PLATFORM

PROJECT BID #:  
64811-18001-874

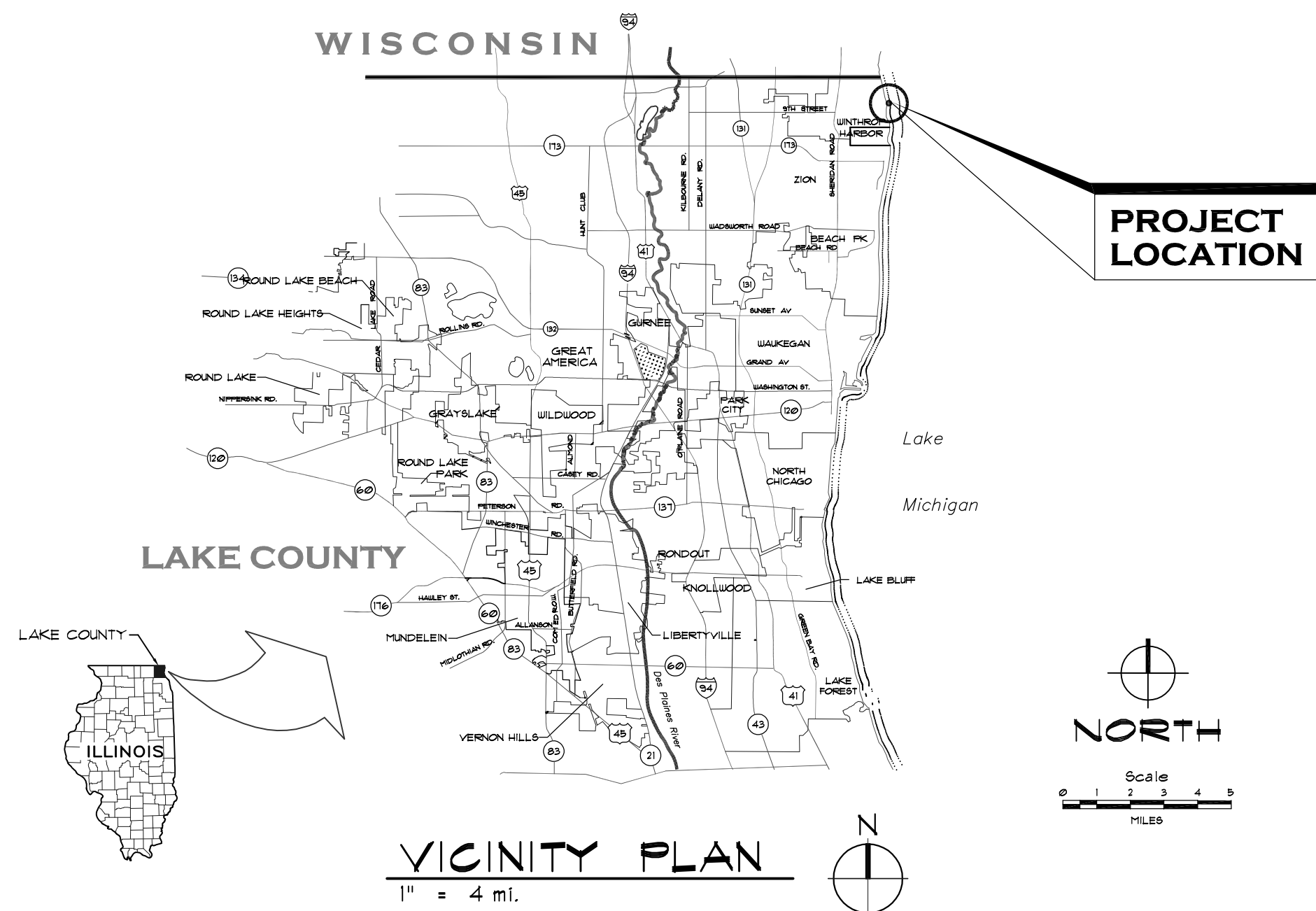
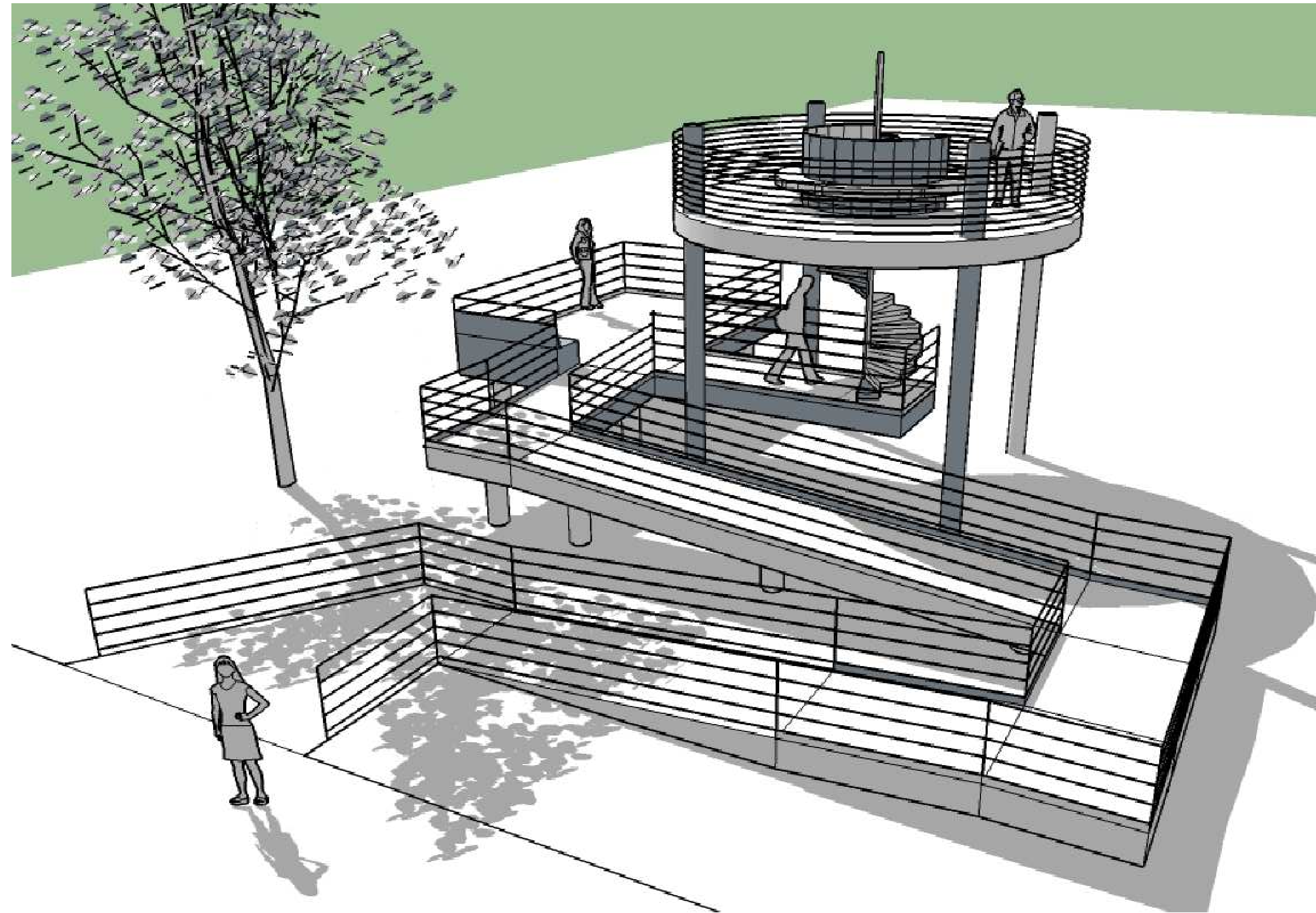
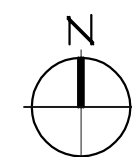
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DRAWINGS  
NOT FOR  
CONSTRUCTION

DRAWING ISSUES:  
ISSUED FOR BIDDING  
OCTOBER 20, 2017

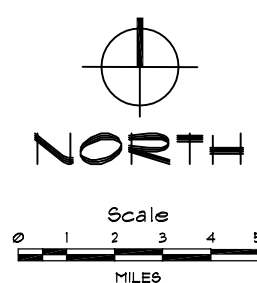


NOTE: PROJECT SITE LOCATION IS  
SPRING BLUFF FOREST PRESERVE,  
WINTHROP HARBOR, ILLINOIS

**SITE PLAN**  
SCALE: 1" = 400'



**VICINITY PLAN**  
1" = 4 mi.



DRAWING INDEX	
A-1	SITE PLAN / INDEX / VICINITY PLAN / GENERAL NOTES
A-2	SPECIFICATIONS & GENERAL NOTES
A-3	FOUNDATION PLAN & DETAILS
A-4	PLATFORM PLANS & DETAILS
A-5	ELEVATIONS & DETAILS RAMP SECTION
A-6	FRAMING PLAN & DETAILS

PROJECT No.:

**17013**

SHEET No.:

**A-1**



## GENERAL NOTES:

- THE CONTRACT DOCUMENTS FOR THIS PROJECT CONSIST OF DRAWINGS AND SPECIFICATIONS PREPARED BY WELLS P. WHEELER, NCARB, ALA ARCHITECT AND THE LAKE COUNTY FOREST PRESERVE DISTRICT.
- THESE DRAWINGS ARE NOT AUTHORIZED TO BE COPIED OR REPRODUCED, IN WHOLE OR PART, IN ANY MANNER WHATSOEVER, NOR SHALL CHANGES AFFECTING THE DESIGN BE MADE WITHOUT OBTAINING WRITTEN PERMISSION FROM THE ARCHITECT.
- PLANS AND SPECIFICATIONS ARE COMPLEMENTARY, AND ARE INTENDED TO INCLUDE ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. ANY ITEM OR PROCEDURE MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN IN THE DRAWINGS, OR SHOWN IN THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS SHALL BE PRESUMED TO BE INCLUDED IN BOTH.
- ALL WORK SHALL CONFORM WITH ALL LOCAL, STATE AND NATIONAL BUILDING AND ZONING CODES APPLICABLE TO THE NATURE AND SUBSTANCE OF THE WORK DESCRIBED HEREIN. THE FOLLOWING MINIMUM STANDARDS SHALL APPLY:
  - IBC-2015
  - 1991 STATE OF ILLINOIS ACCESSIBILITY CODE
  - 2015 INTERNATIONAL FIRE CODE
- THE LATEST VERSIONS OF THE ABOVE CODES AS ADOPTED AND/OR MODIFIED BY THE LAKE COUNTY PLANNING, BUILDING, AND DEVELOPMENT DEPARTMENT SHALL APPLY.
- ALL WORK SHALL CONFORM WITH ALL INDUSTRY AND MANUFACTURER'S PUBLISHED STANDARDS AS WELL AS WITH ALL REQUIREMENTS SHOWN IN THESE DRAWINGS AND SPECIFICATIONS. ANY CONFLICTING REQUIREMENTS OF LISTED SOURCES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO PROCEEDING WITH WORK.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LAKE COUNTY DEPARTMENT OF PLANNING, BUILDING, AND DEVELOPMENT (LCPBD). THE CONTRACTOR SHALL CONTACT LCPBD TO COORDINATE AND SCHEDULE SUCH INSPECTIONS.
- DO NOT SCALE DRAWINGS UNLESS NOTED OTHERWISE. GIVEN DIMENSIONS SHALL GOVERN. LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DETAILS.
- NOTIFY ARCHITECT OF ANY CONDITIONS WHICH REQUIRE DEVIATION FROM THESE DRAWINGS PRIOR TO COMMENCEMENT OF THE WORK.
- ANY DEVIATION FROM THESE PLANS INVOLVING AN EXTRA CHARGE OR A CREDIT MUST BE APPROVED IN WRITING BETWEEN THE OWNER AND THE GENERAL CONTRACTOR.

## CONCRETE:

- SCOPE OF WORK: THE GENERAL & SUPPLEMENTAL GENERAL CONDITIONS ARE PART OF THIS SPECIFICATION. FURNISH ALL LABOR, MATERIAL AND EQUIPMENT FOR REINFORCED CONCRETE SLABS, WALKS, CURBS, ETC.
- LINES & LEVELS: BY GENERAL CONTRACTOR ELEVATIONS SHALL BE VERIFIED WITH THE ARCHITECT AND/OR THE OWNER PRIOR TO PLACING CONCRETE.
- WORKMANSHIP: FINISHED CONCRETE SHALL ACCURATELY CONFORM TO THE DRAWING AND EXPOSED CONCRETE SHALL BE SMOOTH, DENSE, COMPACT AND FREE FROM FORM MARKS AND JOINTS. USE HAND EXCAVATION FOR THE BOTTOM 6" OF FOOTINGS AND TRENCHED FOUNDATION WALLS.
- MATERIALS:
  - CEMENT: PORTLAND CEMENT ASTM C-150 STRENGTH, 2600 P.S.I. TEST IN 28 DAYS FOR ALL FLATWORK.
  - SLUMP: WALKS: 3" MAX. 2" MIN.
  - AIR ENTRAINING AGENT: ASTM C260 74. AIR ENTRAINED CONCRETE SHALL BE USED ON ALL EXTERIOR CONCRETE.
  - SAND: CLEAN, SHARP, FREE OF ALL DELETERIOUS MATERIALS.
  - COARSE AGGREGATE: CLEAN, WASHED GRAVEL FREE OF DELETERIOUS MATERIALS.
  - WATER: CLEAN, POTABLE AND FREE OF SALTS AND ALKALIS.
  - MIN CEMENT CONTENT: 6 BAGS PER EACH CUBIC YARD FOR EXT. SLAB WORK.
- PLACING CONCRETE: PREVENT SEGREGATION OR SEPARATION OF MATERIALS. VIBRATE AND PUDDLE TO PREVENT HONEYCOMB. SET UP PLACEMENT OF CONCRETE SO AS TO MINIMIZE COLD JOINTS.
- PROTECTION AND CURING: PROTECT FROM RAIN, FREEZING OR PREMATURE DRYING. CURING SHALL BE BY FORMS IN PLACE, COVERINGS OR APPROVED MEMBRANE COMPOUNDS PER MANUFACTURER'S SPECIFICATIONS. CHLORIDES WILL NOT BE PERMITTED. PROVIDE ADEQUATE DE-WATERING OF TRENCHES PRIOR TO PLACING CONCRETE.
- FORMS & FINISH: COMPLY W/ ACI 347, "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK". PATCH ALL SPALLS OR HONEYCOMBED CONCRETE PER ARCHITECT'S DIRECTION. REMOVE EVERY FIN AND PROJECTION GRIND AND RUB SMOOTH. FILL EVERY HOLE. BROOM-FINISH ALL WALKS, PAVING, CURBS.

## TIMBER PILES:

- SCOPE OF WORK: THIS WORK CONSISTS OF THE FURNISHING AND INSTALLING ROUND PRESERVE-TREATED TIMBER PILES TO THE DEPTH REQUIRED FOR THE SUPPORT OF THE PROPOSED PLATFORM STRUCTURES.
- CONTRACTOR QUALIFICATIONS: THE WORK DESCRIBED IN THIS SECTION REQUIRES SPECIALIZED KNOWLEDGE, EXPERIENCE, SKILLS AND EQUIPMENT TO SUCCESSFULLY COMPLETE THE TIMBER PILE CONTRACTOR SHALL POSSESS THE FULL CAPABILITY TO EXECUTE THE WORK AS SPECIFIED, INCLUDING TRAINED, EXPERIENCED AND SKILLED PERSONNEL AND POSSESSION OR ACCESS TO THE REQUIRED EQUIPMENT. THE TIMBER PILE CONTRACTOR SHALL PROVIDE PROOF OF QUALIFICATIONS, INCLUDING A WORK HISTORY DOCUMENTING A MINIMUM OF FIVE (5) TIMBER PILE PROJECTS COMPLETED IN THE LAST FIVE (5) YEARS WHICH ARE COMPARABLE IN SCOPE, CONSTRUCTION TECHNIQUES AND SIZE. THIS INFORMATION SHALL INCLUDE A COMPLETE PROJECT DESCRIPTION, LEAD FOREMAN EXPERIENCE HISTORY, LOCATION, CLIENT NAME AND CONTACT PHONE NUMBERS. THE CONTRACTOR OR SUBCONTRACTORS RESPONSIBLE FOR THE WORK IN THIS SECTION ARE SUBJECT TO OWNER APPROVAL AS DESCRIBED IN ARTICLE 112.
- SUBMITTALS:
  - THE TIMBER PILE CONTRACTOR SHALL SUBMIT THE TIMBER PILE SUPPLIER'S DATA SHEET DESCRIBING THE DIMENSIONS, SPECIES AND SOURCE OF THE PILES.
  - CERTIFICATION OF COMPLIANCE FOR WOOD PRESERVATIVE TREATMENT FROM THE TREATING FACILITY SHALL BE PROVIDED BEFORE COMMENCEMENT OF WORK.
  - THE TIMBER PILE CONTRACTOR SHALL PROVIDE DETAILED INFORMATION REGARDING THE GENERAL WOOD PILE DRIVING EQUIPMENT AND METHODS TO BE USED ON THE PROJECT, INCLUDING TRACTOR MODEL AND VIBRATORY DRIVER ATTACHMENT SPECIFICATIONS TO VERIFY DRIVING CAPACITY. THE ENGINEER SHALL REVIEW THE PROPOSED EQUIPMENT, ACCESSORIES AND METHODS FOR COMPATIBILITY WITH THE PROJECT. HOWEVER, THE ADEQUACY OF THE EQUIPMENT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.
  - MANUFACTURER'S DATA SHEETS INDICATING METAL TYPE AND CORROSION RESISTANCE TO BE USED BEFORE INSERTION AS LONG AS THE CONNECTORS AND FASTENERS AND SHALL BE APPROVED BY THE OWNER BEFORE THE COMMENCEMENT OF WORK.
- GEOTECHNICAL INVESTIGATION REPORT:
  - THE OWNER SHALL PROVIDE A GEOTECHNICAL INVESTIGATION REPORT BY A QUALIFIED PROFESSIONAL ENGINEER BASED ON FIELD AND LABORATORY STUDIES. THIS REPORT SHALL BE INCLUDED IN THE BIDDING DOCUMENTS AND IS INCORPORATED INTO THIS CONTRACT. THE REPORT SHALL INCLUDE SUBSURFACE TESTING AND ANALYSIS OF EXISTING CONDITIONS TO DETERMINE THE SOIL CHARACTERISTICS AND ESTIMATED TIMBER PILE DEPTHS AND DIMENSIONS REQUIRED TO MEET THE BOARDWALK DESIGN REQUIREMENTS.
  - THE CONTRACTOR SHALL CAREFULLY REVIEW THE GEOTECHNICAL INVESTIGATION REPORT IN DETERMINING THE EQUIPMENT, MATERIAL QUANTITIES AND METHODS REQUIRED TO COMPLETE THE PROJECT.
  - INSPECTIONS AND WARRANTY: THE CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY AGAINST DEFECTS IN MATERIALS AND CRAFTSMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE COMPLETION DATE OF THE STRUCTURE.
  - LUMBER: ALL LUMBER SHALL BE SOUTHERN YELLOW PINE (SYP), INCLUDING SOURCE SPECIES PINUS ELLIOTTII (SLASH PINE), P. ECHINATA (SHORTLEAF), P. PALUSTRIS (LONGLEAF) AND P. TAEDA (LOBLOLLY). ALL INSTALLED LUMBER SHALL BE FREE OF DAMAGE WHICH MAY AFFECT THE STRUCTURAL INTEGRITY OR APPEARANCE OF THE FINISHED BOARDWALK. LUMBER WHICH HAS BEEN CRUSHED, CRACKED, BROKEN OR OTHERWISE COMPROMISED SHALL BE REJECTED.
  - STORAGE & PROTECTION: LUMBER SHALL BE DELIVERED AND STORED AT THE WORK SITE IN SUCH A MANNER THAT MECHANICAL AND ENVIRONMENTAL DAMAGE IS PREVENTED. LUMBER WHICH HAS NOT BEEN ADEQUATELY SEASONED AFTER TREATMENT SHALL BE RESTACKED WITH SPACING STRINGERS AND ALLOWED TO DRY UNTIL AN ACCEPTABLE MAXIMUM MOISTURE CONTENT IS ACHIEVED.
  - ROUND TIMBER PILES: SHALL BE NEW, UNUSED AND PEELED PILES PROVIDED IN THE MINIMUM DIMENSIONS INDICATED ON THE PLANS. PILE LENGTHS SUPPLIED TO THE WORK SITE SHALL BE THE MAXIMUM ALLOWED BY THE APPROVED DRIVING EQUIPMENT. ESTIMATED PILE DEPTHS AND ANY OVERHEAD OBSTRUCTIONS IN ORDER TO MINIMIZE PILE SPLICING AND SHALL MEET THE REQUIREMENTS OF ASTM D-25 - (LATEST EDITION), STANDARD SPECIFICATIONS FOR ROUND TIMBER PILES.

## STRUCTURAL STEEL, & MISCELLANEOUS METAL:

- SCOPE OF WORK: LABOR, MATERIALS, EQUIPMENT AND SERVICES FOR FABRICATING AND ERECTING STRUCTURAL STEEL AND PROVIDING (FURNISHING & INSTALLING) MISCELLANEOUS METAL COMPONENTS, INCLUDING WUF PANELS, SPIRAL STAIR BENCHES, AND HANDRAILS.
- COOPERATE WITH OTHER CONTRACTORS REGARDING STEEL WORK WHICH IS RELATED TO THE WORK OF OTHERS, ARRANGE AND EXECUTE STEEL WORK SO THAT OTHER CONSTRUCTION IS NOT DELAYED.
- SHOP DRAWINGS: PREPARE AND SUBMIT SHOP DRAWINGS TO THE ARCHITECT IN ACCORDANCE WITH AISC STANDARD PRACTICE FOR DETAILING STEEL AND AISC MANUAL OF STANDARD PRACTICE FOR REINFORCING STEEL. THE ARCHITECT SHALL REVIEW AND NOTE EXCEPTIONS TO SHOP DRAWINGS. ARCHITECT'S REVIEW SHALL APPLY TO ARRANGEMENT, SIZE, AND WEIGHT OF MEMBERS, DESIGN OF CONNECTIONS AND OTHER DETAILS, BUT SHALL NOT APPLY TO THE CORRECTNESS OF THE DIMENSION FIGURES ON THE SHOP DRAWINGS. DIMENSIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- DELIVERY: EXERCISE CARE IN HANDLING AND UNLOADING MATERIALS. BENT, WARPED, OR DAMAGED MATERIAL WILL BE REJECTED AND REPAIRED OR REPLACED.
- UPON NOTIFICATION FROM THE GENERAL CONTRACTOR, ERECTION SHALL BE STARTED AND CONTINUED UNTIL COMPLETION.
- MEASUREMENTS: WORK AFFECTED SHALL BE MEASURED AT THE BUILDING AND NOT FROM SCALE DRAWINGS, AS MUCH WORK AS POSSIBLE SHALL BE FITTED TOGETHER IN THE SHOP AND DELIVERED READY FOR ERECTION.
  - CONNECTIONS: AISC SERIES "B" UNLESS OTHERWISE NOTED. ONE-HALF (1/2) INCH THICK BEARING PLATES AND BEAM ANCHORS WITH ANCHOR BOLTS FOR ALL MEMBERS BEARING ON MASONRY, UNLESS OTHERWISE NOTED. IF WEIGHTS SHOWN ON THE DRAWINGS ARE UNOBTAINABLE, USE NEXT HEAVIER SHAPES. (VERIFY PHYSICAL SIZE WITH ARCHITECTURAL DETAILS).
  - CONTROL OF CORROSION: PREVENT GALVANIC ACTION AND OTHER FORMS OF CORROSION BY INSULATING METALS AND OTHER MATERIALS FROM DIRECT CONTACT WITH INCOMPATIBLE MATERIALS.
  - MATERIALS AND WORKMANSHIP: STANDARD SPECIFICATIONS OF THE AISC AND SJI, UNLESS OTHERWISE NOTED ON THE DRAWINGS. MATERIALS SHALL COMPLY WITH THE FOLLOWING:
    - ROLLED SHAPES, PLATES, & BARS: ASTM A-36
    - STEEL PIPE: ASTM A-53, TYPE "E" OR "S", GRADE "B" AND WHERE APPLICABLE, API-5L, GRADE "B"
    - STEEL TUBE: ASTM A-501
    - ANCHOR BOLTS: ASTM A-307, NON-HEADED TYPE W/ HEAVY HEXAGONAL NUTS, UNO.
    - UNFINISHED THREADED FASTENERS: ASTM A-307, GRADE A, REGULAR LOW CARBON STEEL BOLTS & NUTS
    - HIGH STRENGTH THREADED FASTENERS: ASTM A-325
    - SHOP PRIMER: "10-99 TNEMC" OR "RUSTOLEUM 9769 PRIMER" OR APPROVED EQUAL
    - WELDING ELECTRODES: AISC CODE, USING AISC A-51 OR A-55 E10XX ELECTRODES
    - EXPANSION ANCHORS: "UEJ-IT" OR "HITI" EXPANSION ANCHOR BOLTS IN SIZES INDICATED
  - DRILLING AND FITTING: FURNISH DRILLING LUGS, CONNECTIONS, RIVETS, ANCHORS, SCREWS, BOLTS, ETC. NECESSARY FOR ATTACHING TO OTHER WORK.
  - CLEANING AND PAINTING: REMOVE SCALE, DIRT, OIL, AND RUST FROM STEEL. PAINT THE CLEANED SURFACES WITH ONE SMOOTH, UNIFORM COAT OF AN APPROVED IRON OXIDE METAL PRIMER.
- COLD GALVANIZING: COVER ALL AREAS OF EXPOSED UN-GALVANIZED STEEL, WHETHER DUE TO FIELD CUTTING OR TRANSPORTATION DAMAGE WITH A COLD GALVANIZING COMPOUND OR WITH RUSTOLEUM 9100 DTM OR EQUAL, AND FOLLOW PROCEDURES AS OUTLINED IN AMERICAN GALVANIZERS ASSOCIATION PUBLICATIONS.
- MISCELLANEOUS STEEL AND PIPE COLLARS: PROVIDE MISCELLANEOUS STEEL ANGLES, UNTELS, COLLARS, COMPLETE WITH CAP AND BASE, ANCHOR BOLTS AND SETTING PLATES.
- ERECTION: THIS CONTRACTOR SHALL FULLY ERECT ALL STRUCTURAL STEEL AND SHALL PROVIDE CABLE TIES AND BRACING AS MAY BE NECESSARY TO SECURE THE STRUCTURE IN A STABLE CONDITION, AND THEN HE SHALL REMOVE ALL TEMPORARY BRACING.
- FABRICATION: SHOP FABRICATE AND PRE-ASSEMBLE ITEMS IN ACCORDANCE WITH AISC SPECIFICATIONS AND AS INDICATED ON REVIEWED SHOP DRAWINGS. PROPERLY MARK AND MATCH-MARK MATERIALS FOR FIELD ASSEMBLY. PROVIDE FINISHED CLEANED SURFACES FOR EXPOSED MEMBERS. PROVIDE ALL NECESSARY HOLES, BOLTS, ETC. NEEDED TO COMPLETE THE WORK.
- HAND RAILS: PROVIDE 1 1/2" GALVANIZED SCHEDULE 40 STEEL TUBE RAILINGS ASTM A 53 AND COMPATIBLE BAR SUPPORTS, FITTINGS, AND CONNECTORS FOR ALL HANDRAILS FROM GRADE TO THE LOWER AND UPPER PLATFORM AND ON THE SPIRAL STAIR. SUBMIT SHOP DRAWINGS FOR ALL HANDRAILS AND CONNECTORS. HOT-DIP GALVANIZE STEEL HANDRAILS TO COMPLY WITH ASTM-A-123. HARDWARE SHALL COMPLY WITH ASTM-A-193/A-193M. PIPE AND TUBE RAILINGS MUST BE DESIGNED TO WITHSTAND THE FOLLOWING STRUCTURAL LOADS WITHOUT EXCEEDING THE ALLOWABLE DESIGN WORKING STRESS OF THE MATERIALS FOR HANDRAILS, RAILING SYSTEMS, ANCHORS, AND CONNECTIONS.
  - TOP RAIL OF GUARDRAIL SYSTEMS: CONCENTRATED LOAD OF 200 LBF APPLIED AT ANY POINT AND IN ANY DIRECTION; UNIFORM LOAD OF 50 LBF PER LINEAR FOOT APPLIED HORIZONTALLY AND CONCURRENTLY WITH UNIFORM LOAD OF 100 LBF PER LINEAR FOOT APPLIED VERTICALLY DOWNWARD. CONCENTRATED AND UNIFORM LOADS ABOVE NEED NOT BE ASSUMED TO ACT CONCURRENTLY.
  - DECKING: THE SURFACES OF ALL RAMPS AND PLATFORMS SHALL BE SIMILAR TO "TRACTION TREAD" BY MANICHOLES OR GRATINGS PACIFIC O/E, GALVANIZED PERFORATED PLANKS, 11 GAUGE CARBON STEEL, TYPICALLY 12" WIDE X 1/2" DEEP, MECHANICALLY FASTENED TO FRAME. SUBMIT SHOP DRAWINGS INDICATING PLANK LAYOUT.
  - SPIRAL STAIR: GALVANIZED POST, TREADS (PERFORATED OR GRATINGS), BALUSTERS, AND HANDRAIL, CODE COMPLIANT. SUBMIT SHOP DRAWINGS FOR REVIEW, FURNISH AND INSTALL.
  - BENCHES: BENCHES WILL BE FURNISHED AND INSTALLED BY OWNER. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING THE BENCH FASTENING PLATES. PLATES WILL BE SUPPORTED ON GALVANIZED CHANNELS AND PRE-DRILLED PLATES PROVIDED AS PART OF THE FABRICATION AND ERECTION CONTRACT. BENCH "A" WILL BE "LANDSCAPEFORM" BACKLESS "STAYBENCH", STANDARD METALLIC SILVER COLOR. BENCH "B" WILL BE "MAGLIN OGM1920-SCRS-FB-PGN" AS DIMENSIONED ON DRAWINGS.
  - FIELD CONNECTIONS: ALL FIELD CONNECTIONS SHALL BE BOLTED WITH STAINLESS STEEL BOLTS, NUTS, AND WASHERS.

WELLS P. WHEELER

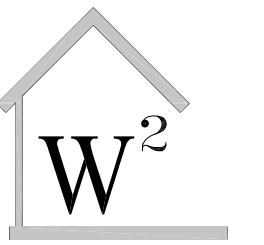
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LAKE COUNTY  
FOREST PRESERVE  
DISTRICT

1899

WINCHESTER ROAD

LIBERTYVILLE

ILLINOIS 60048

FOREST PRESERVE  
OBSERVATION  
PLATFORM

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A-2

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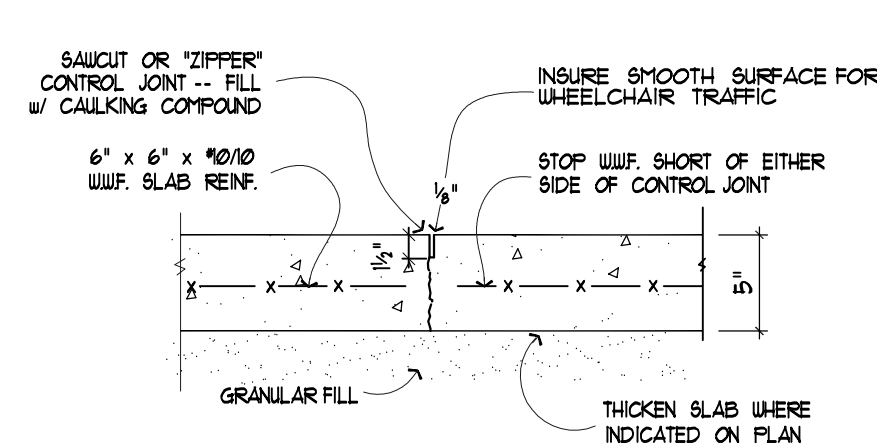
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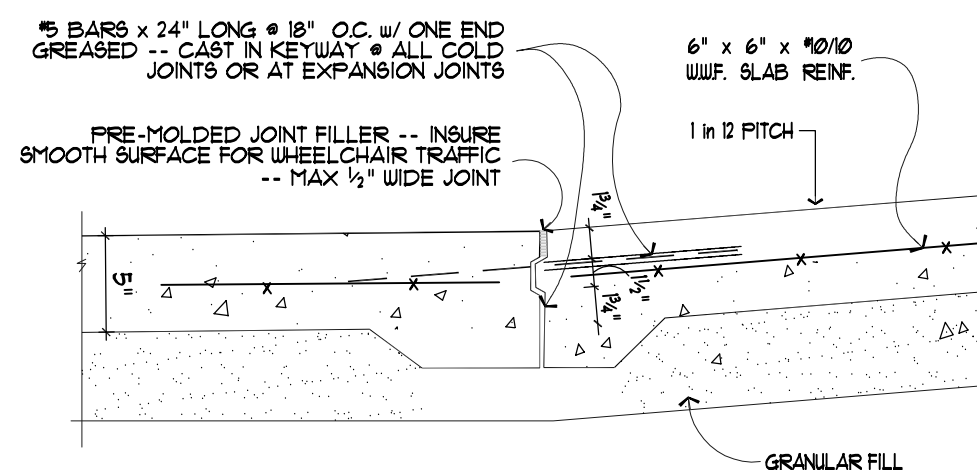
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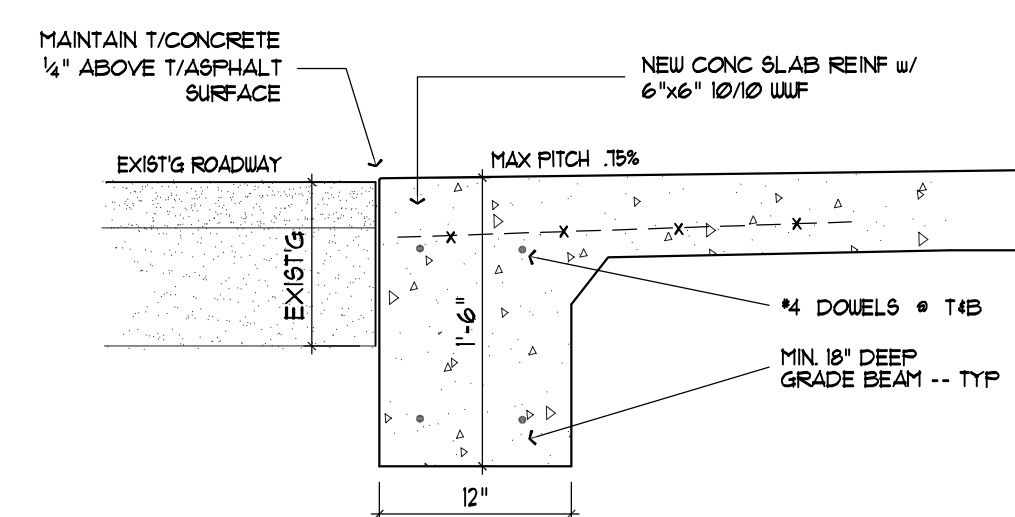
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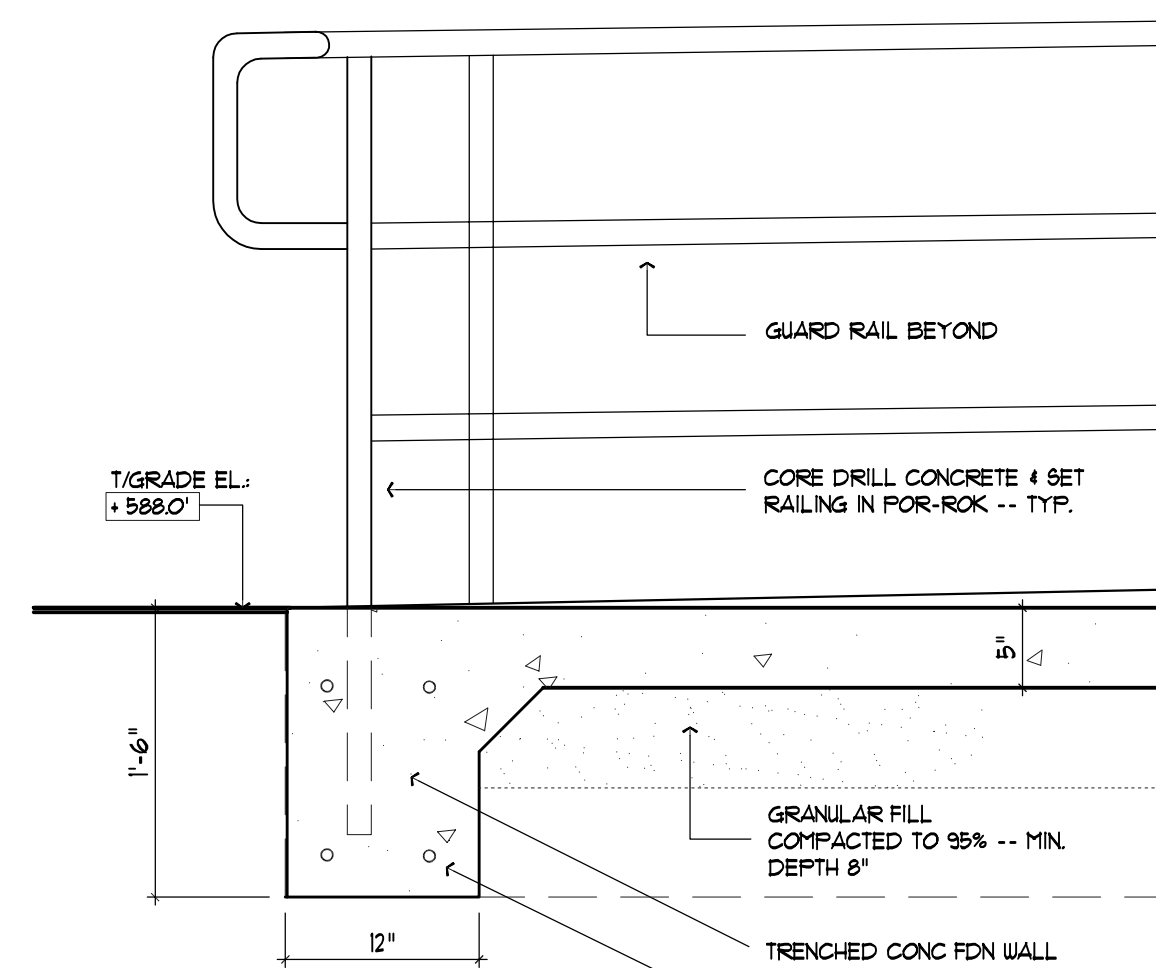
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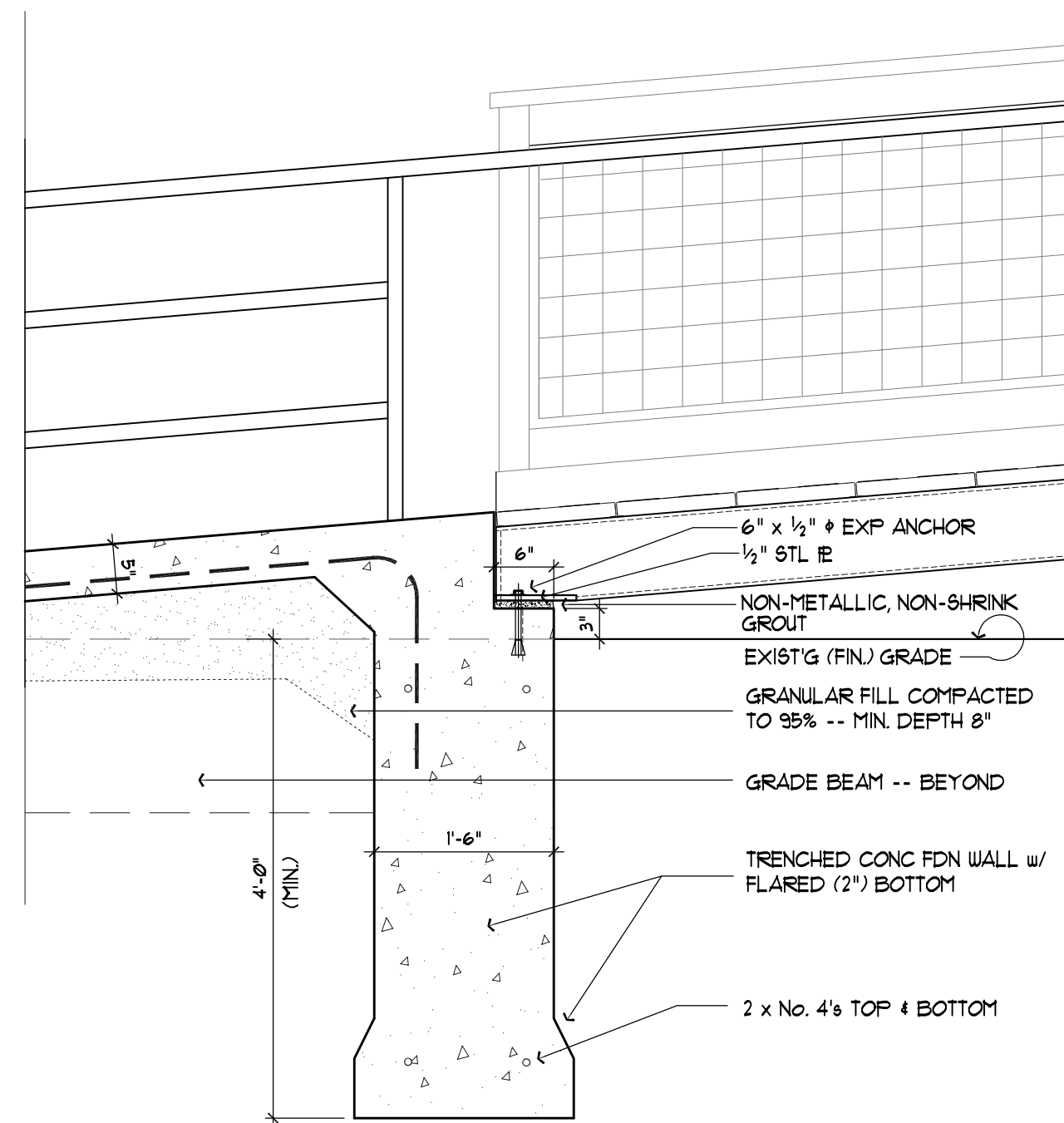
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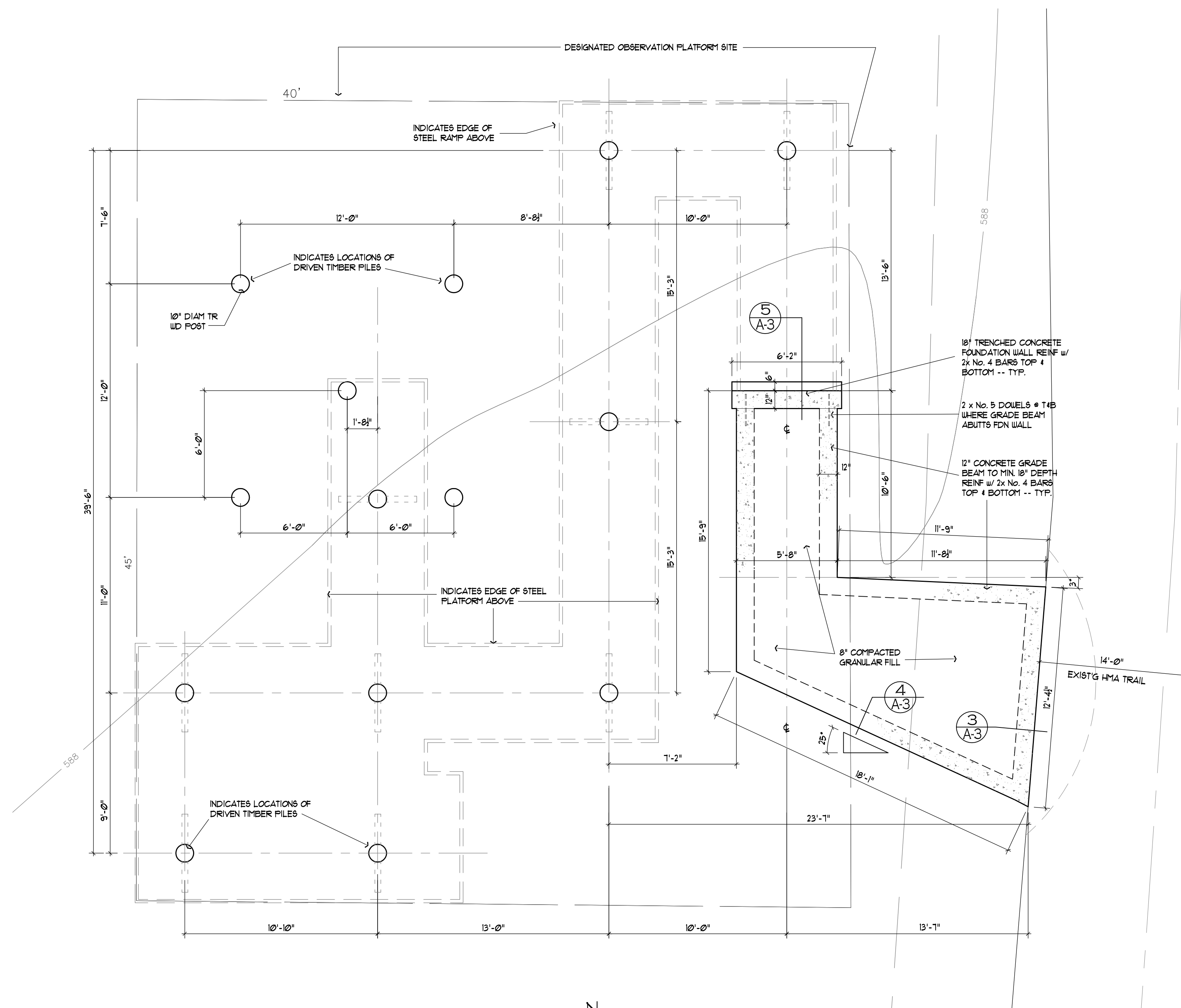
3 PAYING @ CONCRETE DETAIL  
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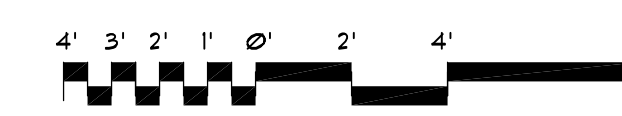
4 FOUNDATION DETAIL  
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5 FOUNDATION DETAIL  
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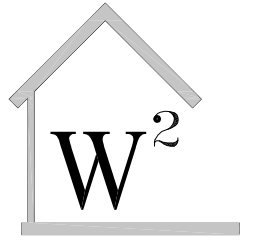
FOUNDATION/PIER PLAN  
 SCALE: 1/4" = 1'-0"



PLOTTED OCTOBER 20, 2017



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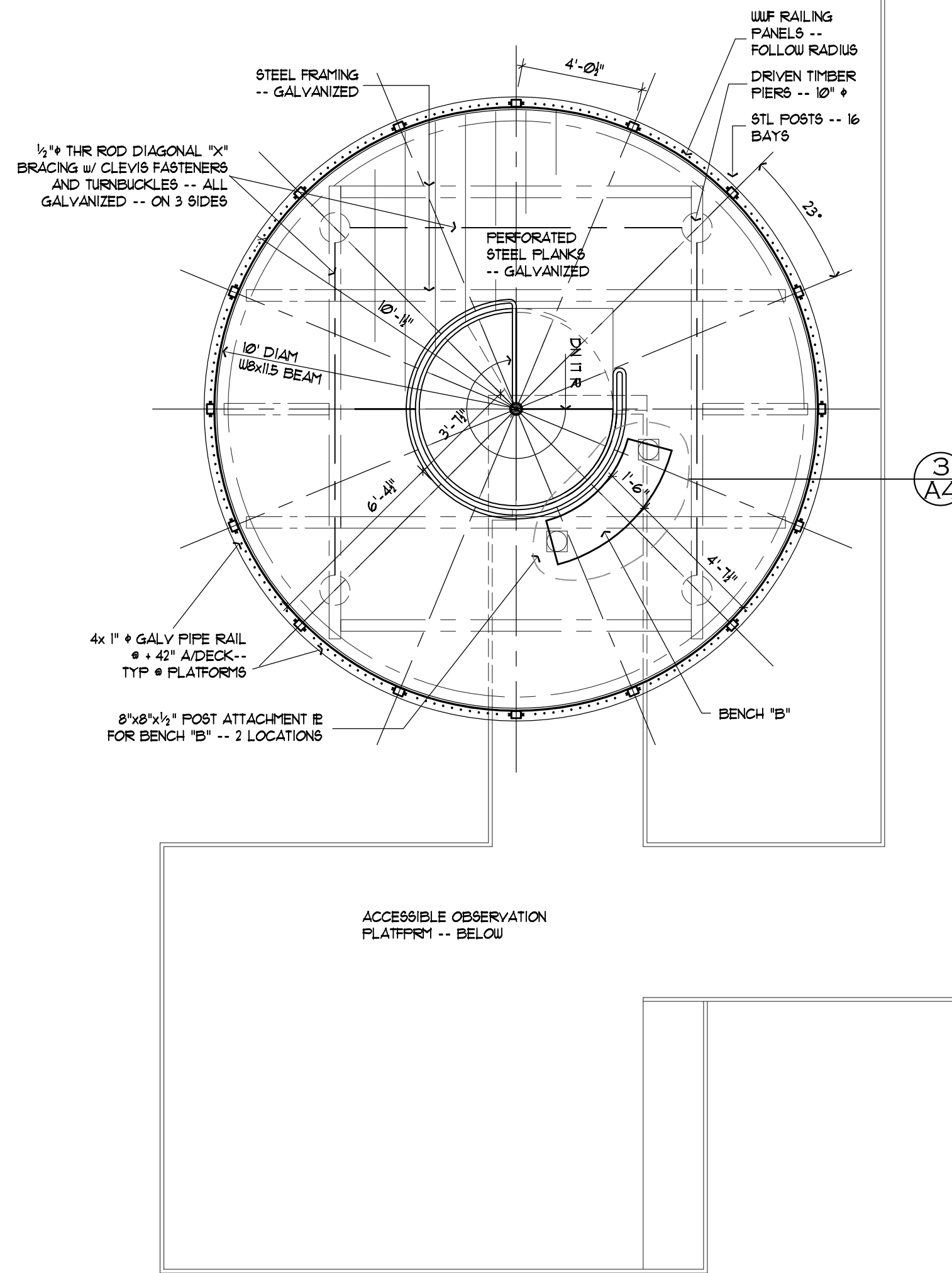
PROJECT NO.:

17013

SHEET NO.:

A-4

BENCH NOTES: BENCHES "A" & "B" WILL BE FURNISHED AND INSTALLED BY THE OWNER. THIS CONTRACTOR WILL INSTALL GALVANIZED STEEL MOUNTING IES FOR THE BENCHES AS PART OF THIS CONTRACT. BENCH "A" WILL REQUIRE 2 MOUNTING IES 5'x10'x1/2". BENCH "B" WILL REQUIRE 3 MOUNTING IES MEASURING 8'x8'x1/2". LOCATIONS AND HOLE SPACINGS WILL BE FURNISHED IN THE SHOP DRAWING REVIEW PHASE. THE MOUNTING IES WILL BE ATTACHED TO THE FRAMES w/

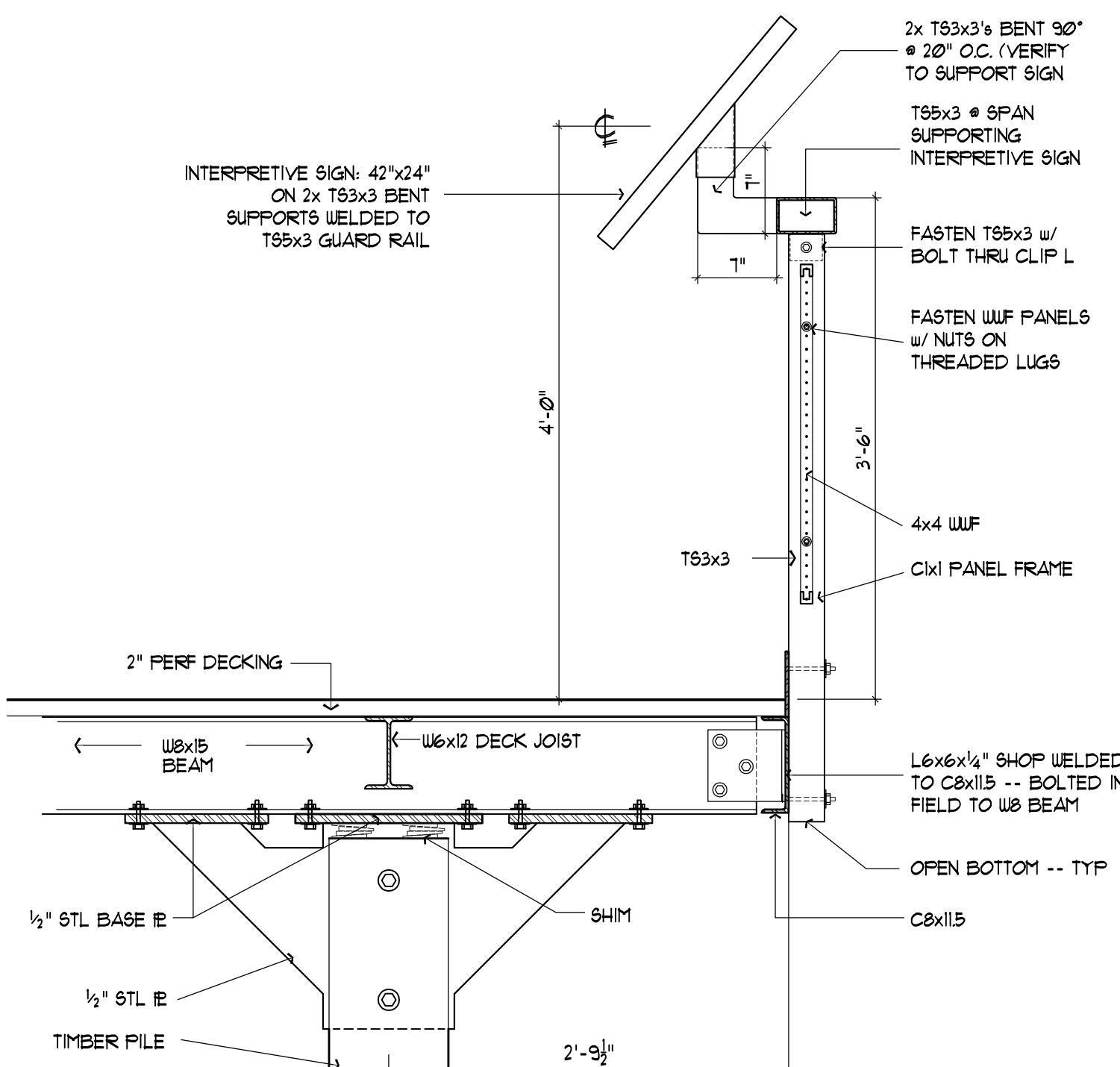
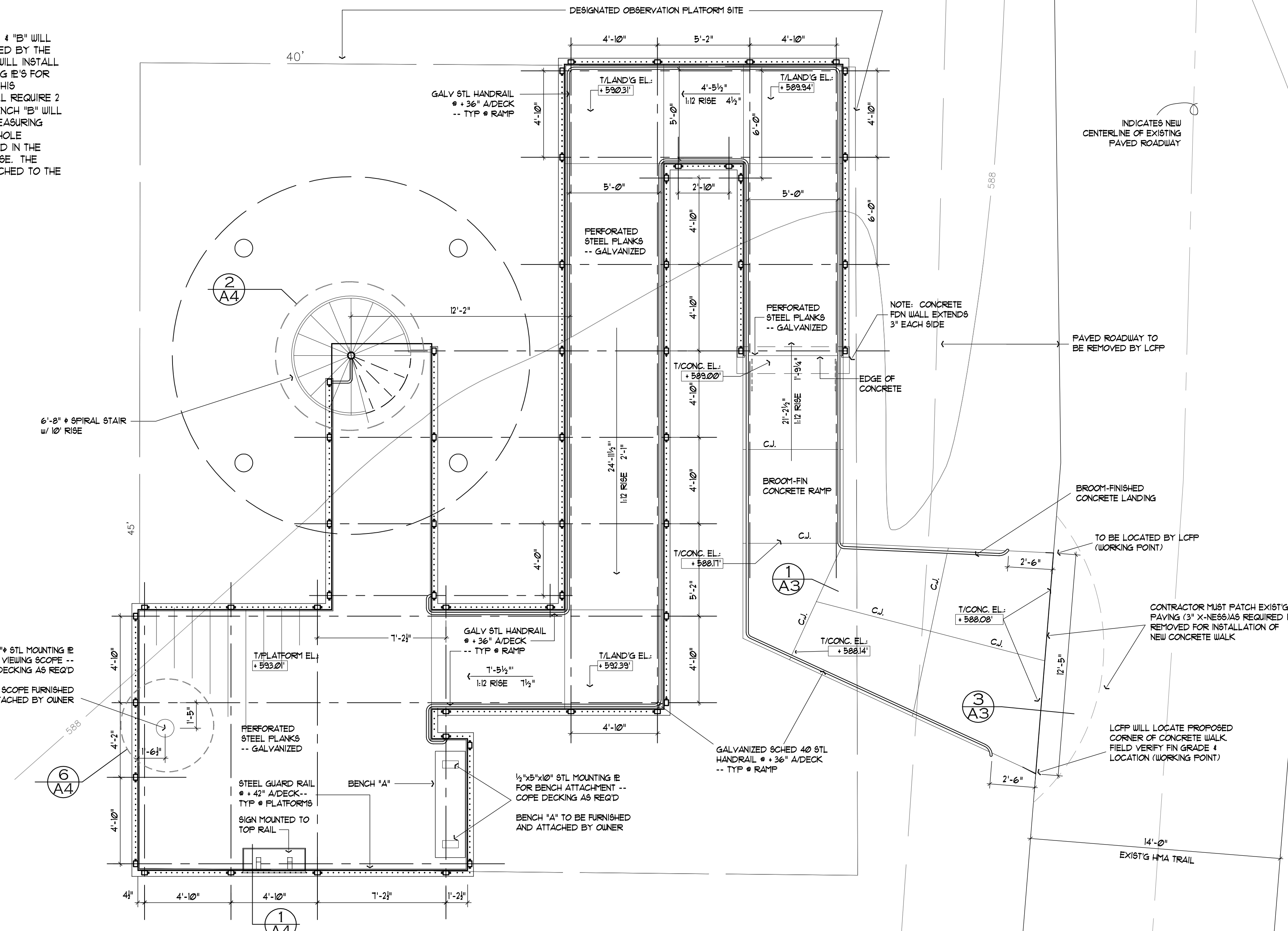


UPPER LEVEL PLAN

SCALE: 1/4" = 1'-0"

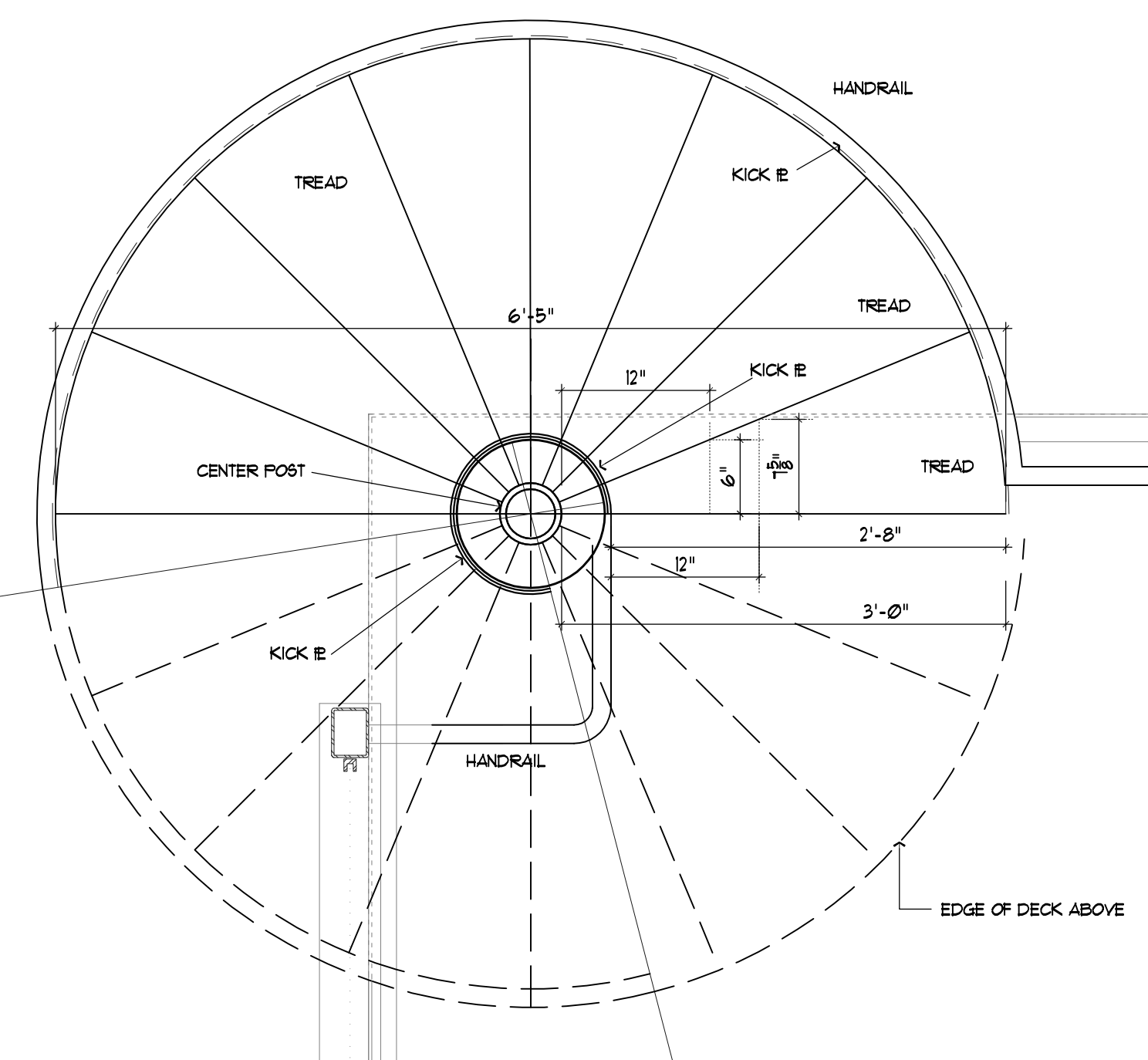
LOWER LEVEL PLAN

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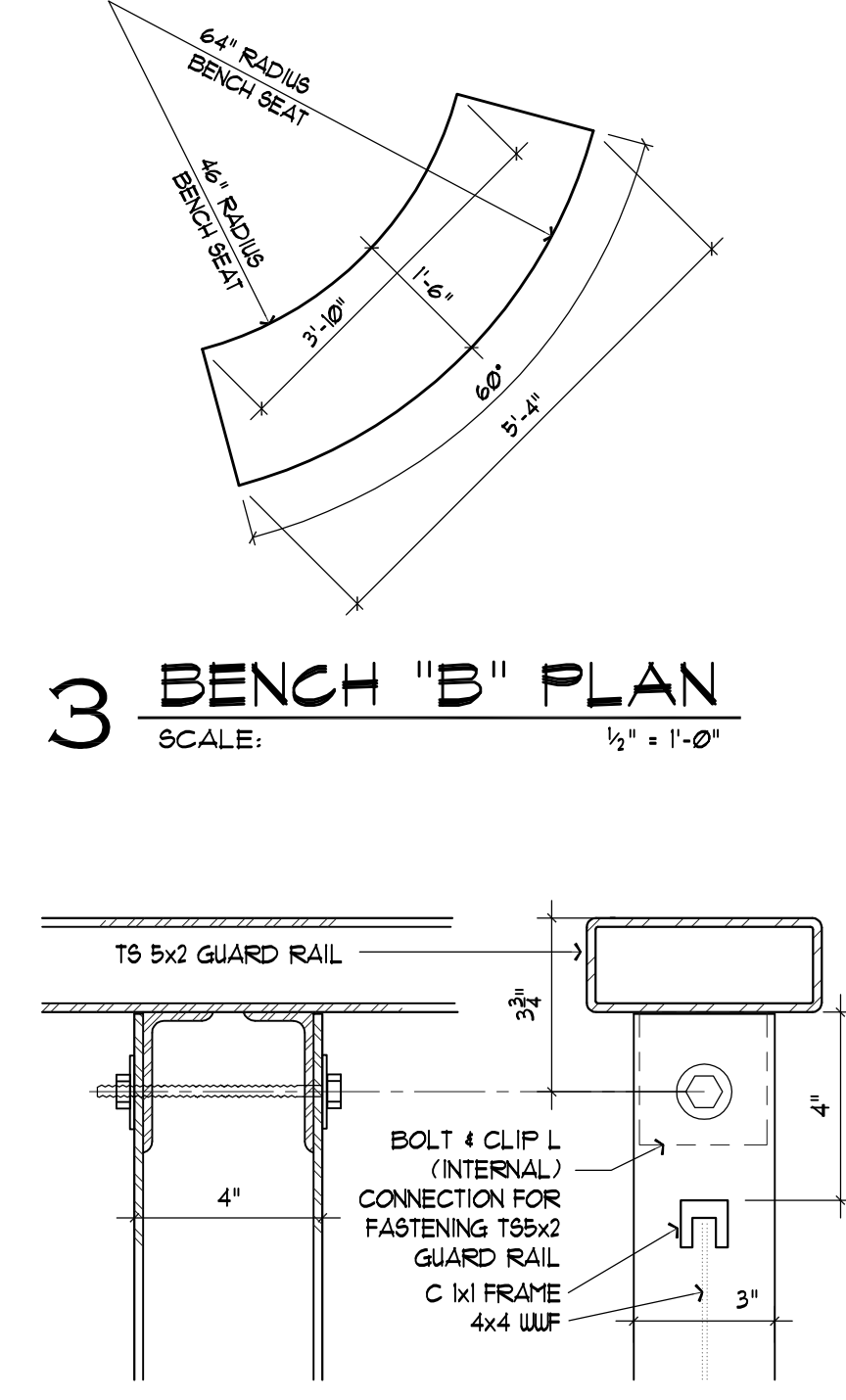
1 DECK DETAIL

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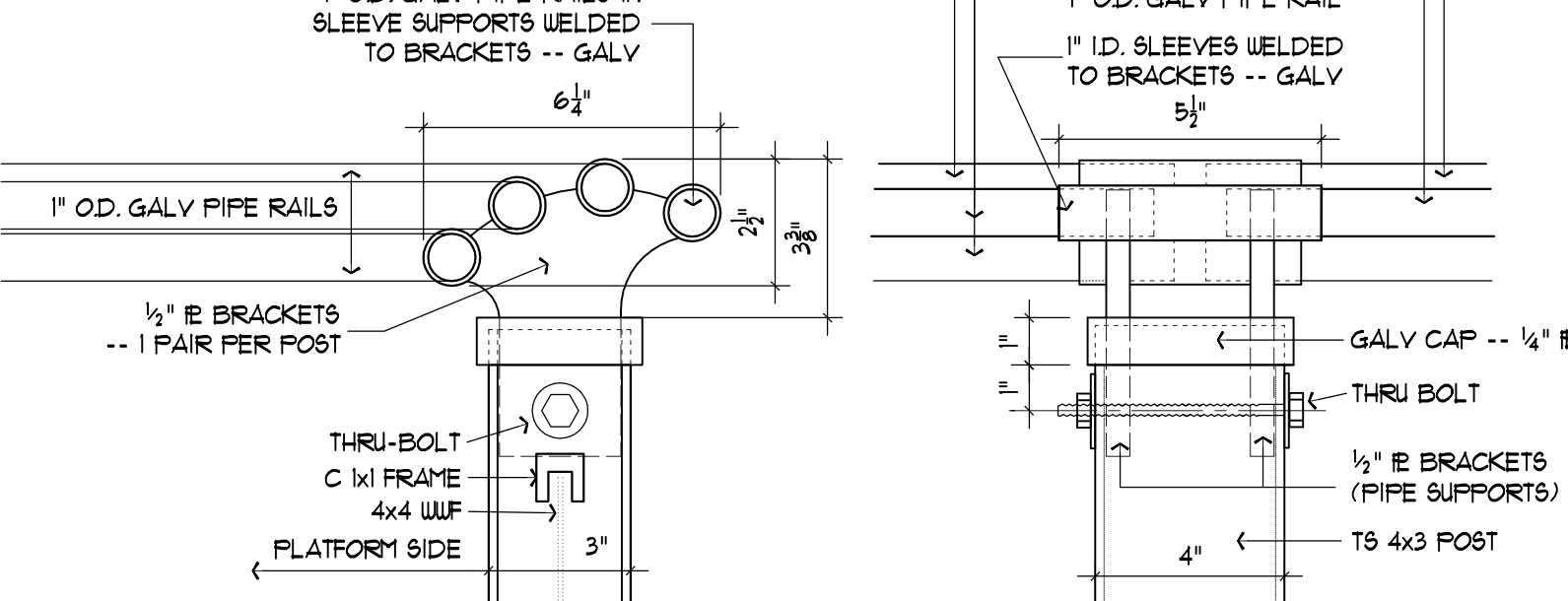
2 STAIR PLAN

SCALE: 1" = 1'-0"



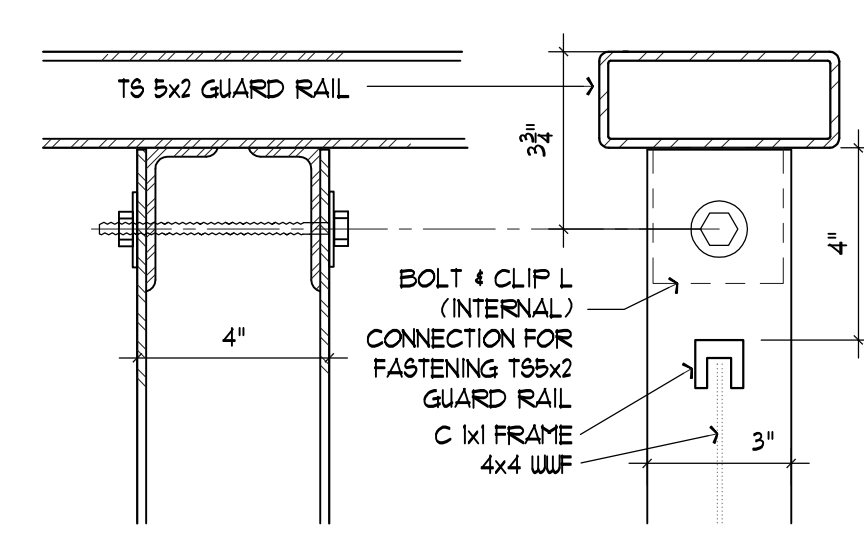
3 BENCH "B" PLAN

SCALE: 1/2" = 1'-0"



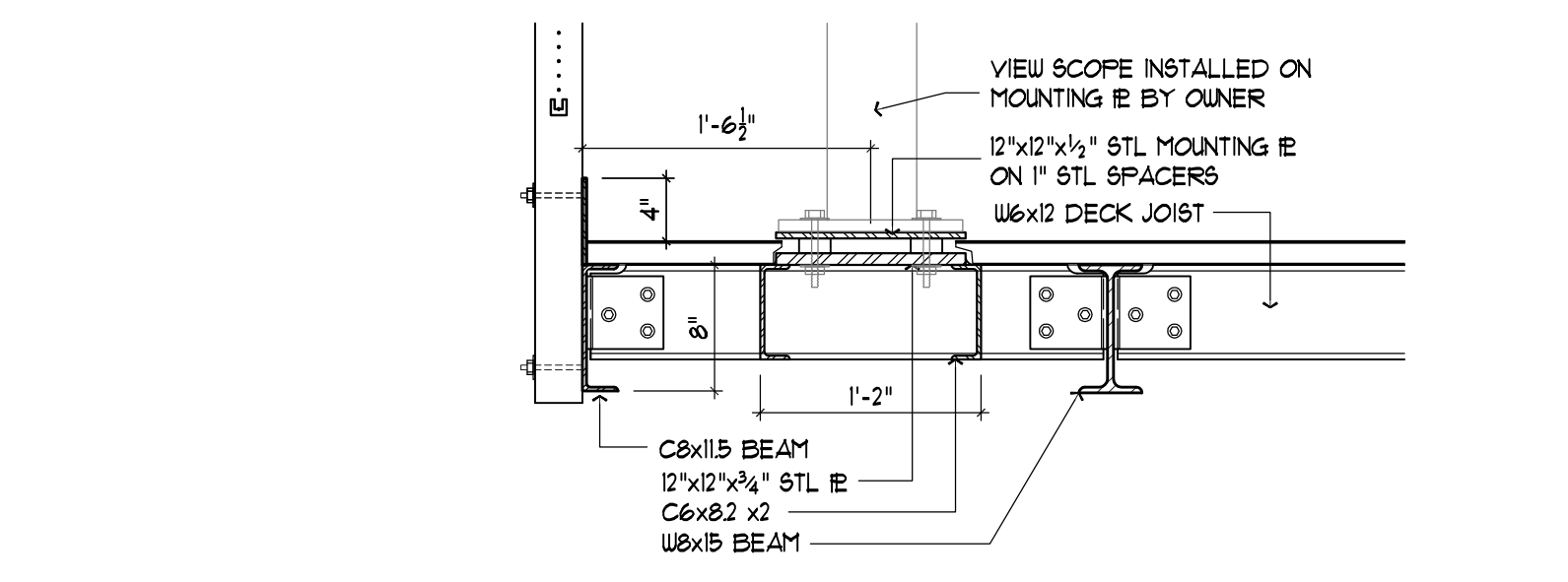
5 GUARD RAIL DETAIL

SCALE: 3" = 1'-0"



4 GUARD RAIL DETAIL

SCALE: 3" = 1'-0"

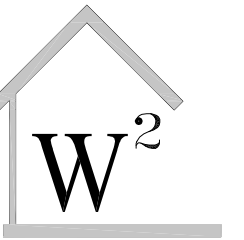


6 MOUNTING > DETAIL

SCALE: 1" = 1'-0"

PLOTTED OCTOBER 20, 2017

WELLS P. WHEELER  
 ARCHITECT  
 ALA NCARB  
 1100 N. WAUKEGAN RD.  
 LAKE FOREST  
 ILLINOIS 60045

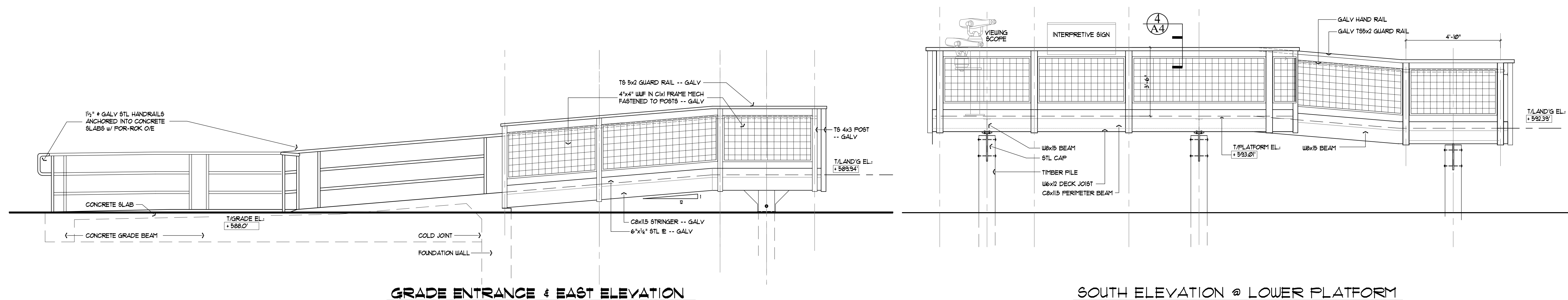


TEL: 847-604-8819  
 CEL: 847-804-0487  
 WWARCH@SBCGLOBAL.NET

LAKE COUNTY  
 FOREST PRESERVE  
 DISTRICT  
 1899  
 WINCHESTER ROAD  
 LIBERTYVILLE  
 ILLINOIS 60048

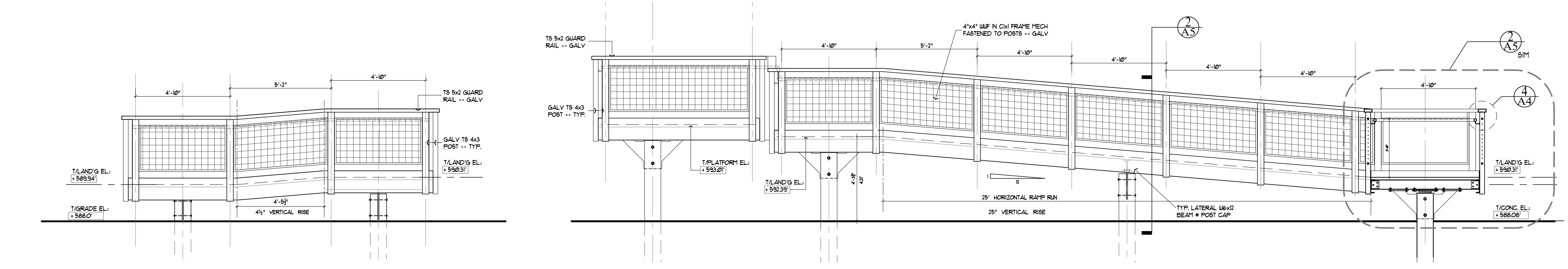
SPRING BLUFF  
 FOREST PRESERVE  
 OBSERVATION  
 PLATFORM

PROJECT BID #:  
 64811-18001-874



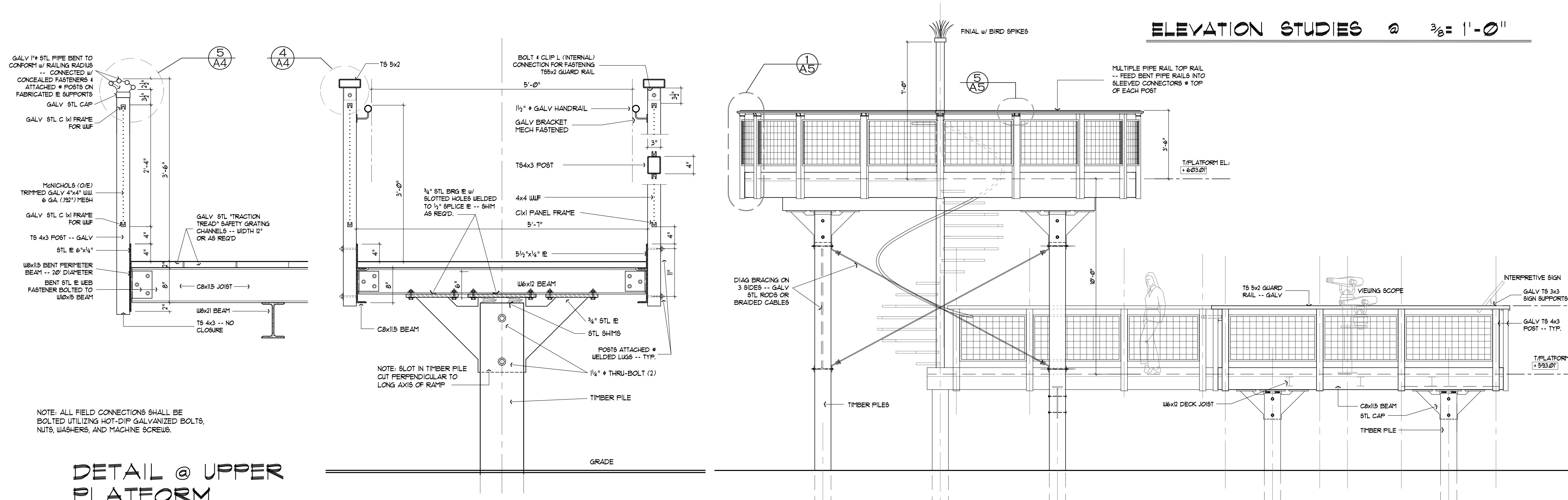
GRADE ENTRANCE & EAST ELEVATION

SOUTH ELEVATION @ LOWER PLATFORM



NORTH END OF RAMP

EAST FACE OF LONG RAMP



ELEVATION STUDIES @ 3/8" = 1'-0"

DETAIL @ UPPER  
 PLATFORM  
 RAILING

2 RAMP SECTION

WEST ELEVATION -- UPPER & LOWER PLATFORMS

PRELIMINARY  
 DRAWINGS  
 NOT FOR  
 CONSTRUCTION

DRAWING ISSUES:  
 ISSUED FOR BIDDING  
 OCTOBER 20, 2017

PROJECT NO.:  
 17013  
 SHEET NO.:  
 A-5

PLOTTED OCTOBER 20, 2017

1 SCALE: 1" = 1'-0"

2 SCALE: 1" = 1'-0"

WELLS P. WHEELER  
 ARCHITECT  
 ALA NCARB  
 1100 N. WAUKEGAN RD.  
 LAKE FOREST  
 ILLINOIS 60045



TEL: 847-604-8819  
 CEL: 847-804-0487  
 WWARCH@SBCGLOBAL.NET

FOREST PRESERVE  
 DISTRICT  
 1899  
 WINCHESTER ROAD  
 LIBERTYVILLE  
 ILLINOIS 60048

SPRING BLUFF  
 FOREST PRESERVE  
 OBSERVATION  
 PLATFORM

PROJECT BID #:  
 64811-18001-874

PRELIMINARY  
 DRAWINGS  
 NOT FOR  
 CONSTRUCTION

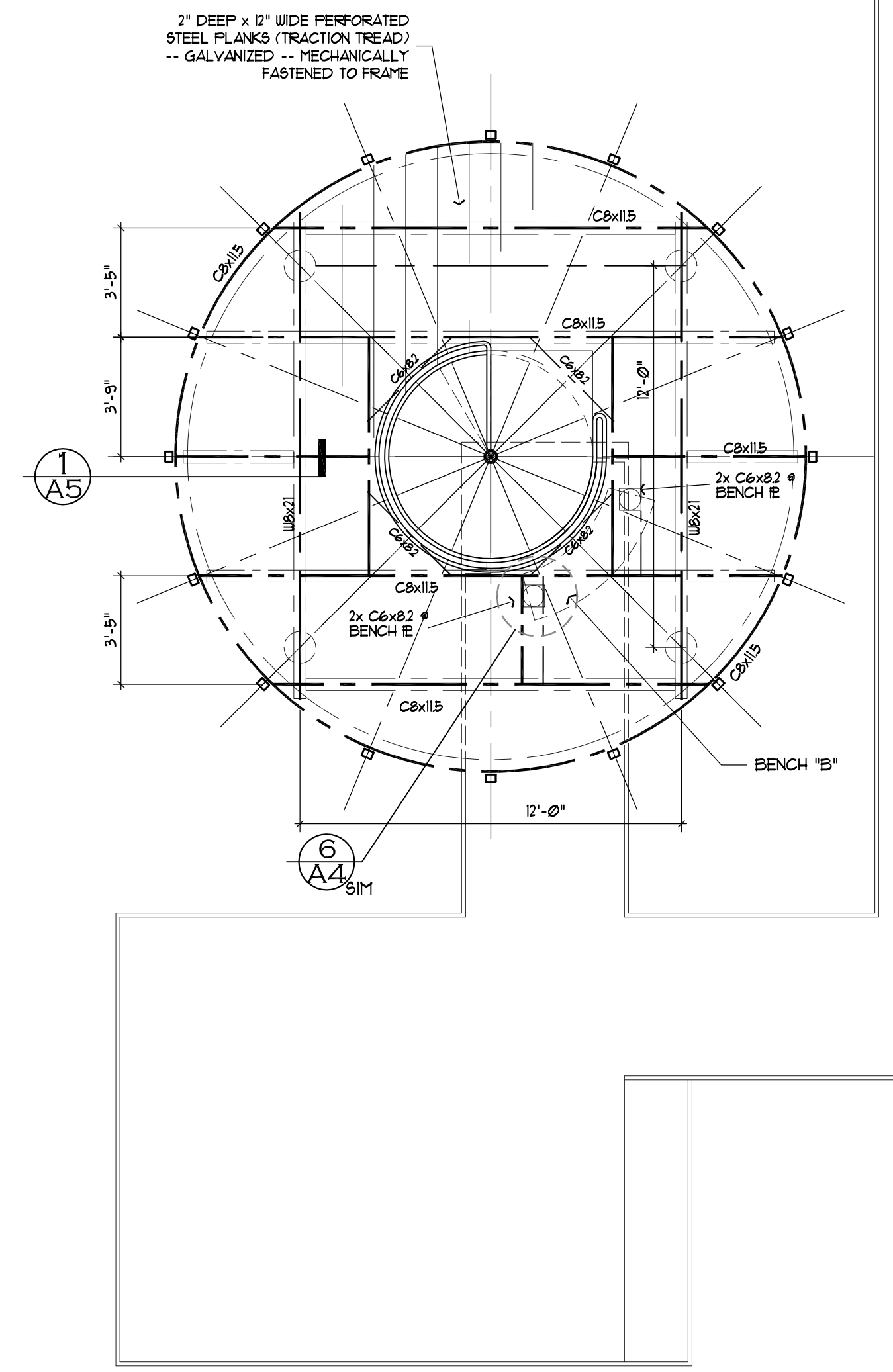
DRAWING ISSUES:  
 ISSUED FOR BIDDING  
 OCTOBER 20, 2017

PROJECT NO.:

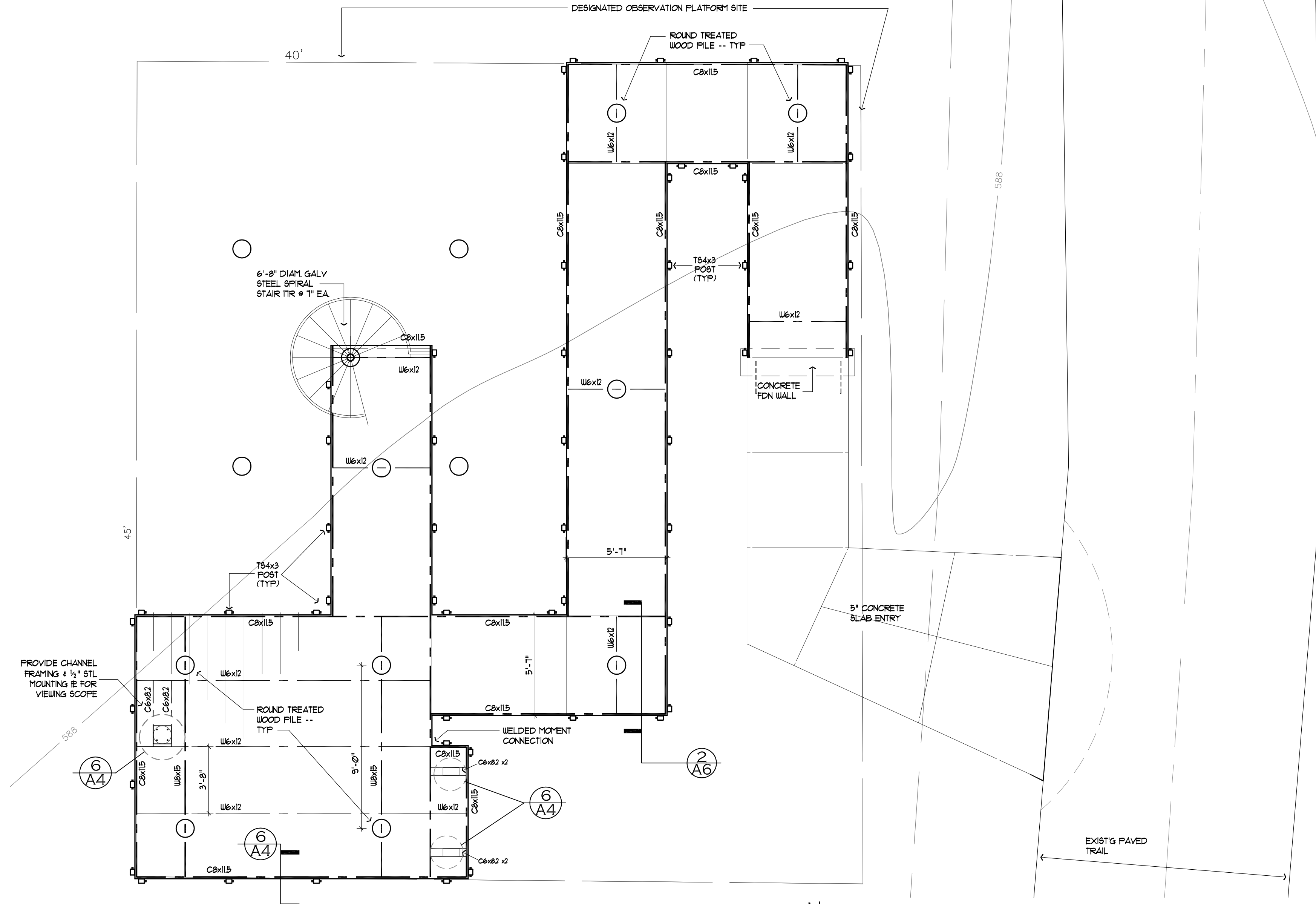
17013

SHEET NO.:

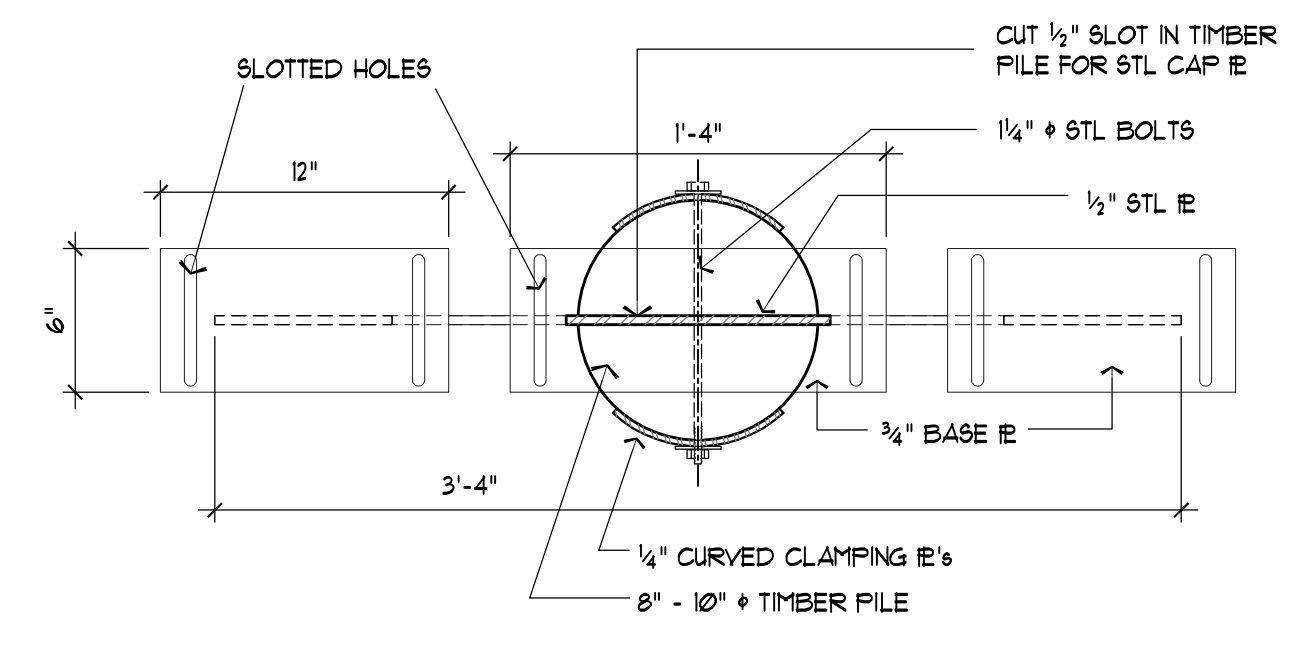
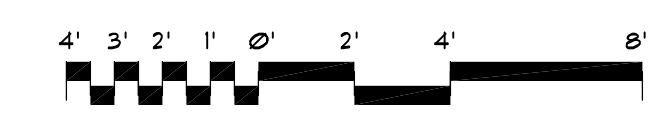
A-6



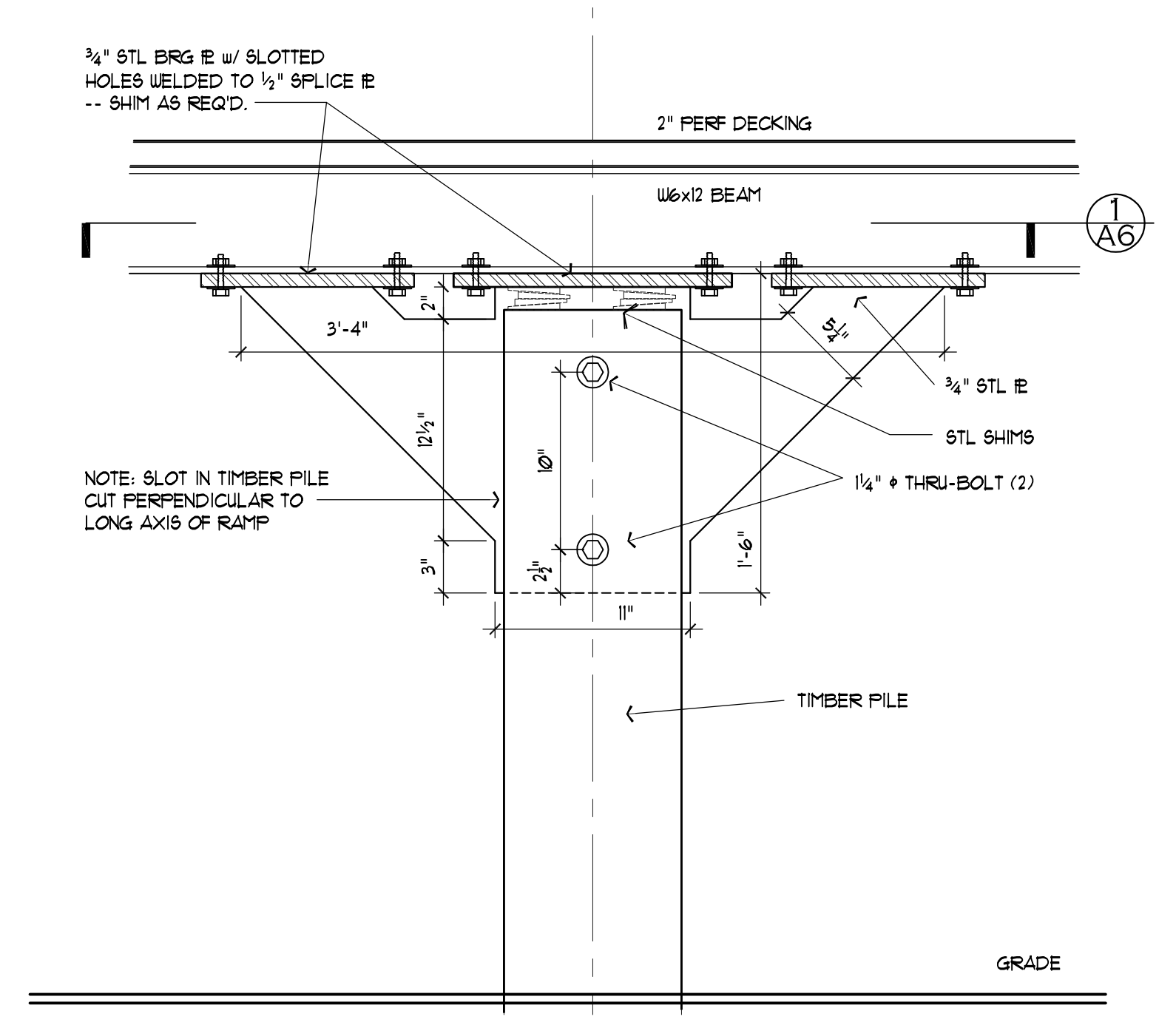
UPPER LVL FRAMING PLAN  
 SCALE: 1/4" = 1'-0"



LOWER LEVEL FRAMING PLAN  
 SCALE: 1/4" = 1'-0"



1 POST CAP PLAN DETAIL  
 SCALE: 1/2" = 1'-0"



2 POST CAP ELEVATION  
 SCALE: 1/2" = 1'-0"

PLOTTED OCTOBER 20, 2017

ATTACHMENT D  
SPECIAL PROJECT REQUIREMENTS

1. Site Access and Project Coordination

- A. The work site is an undeveloped area approximately 45 feet by 40 feet located on Lake County Forest Preserve District ("District") land and surrounded by lands owned by the Illinois Department of Natural Resources. The work site is located adjacent to an asphalt trail, 783 feet north of Marina Drive.
- B. The District may have a separate "Trail Improvements" construction project at the site to convert the existing asphalt service road to a 14 foot wide asphalt trail. The Contractor should expect the possible need to coordinate access to the project site with the trail construction contractor.
- C. The Contractor shall install a 4' high plastic construction fence approximately 5' outside the work area as staked by the Owner. The total length of fence shall not exceed 250 lineal feet.
- D. It is intended that the existing vegetation in the work area be protected from disturbance as much as possible. During all stages of the work, the ground surface shall be protected by sheeting, plywood or heavy equipment mats. No rutting or significant disturbance of the existing soil surface shall be permitted.

2. Resource Protection

- A. The work site and surrounding land is located within a dedicated Illinois Nature Preserve containing plants and animals that are highly sensitive to disturbance. All work related activities, including vehicle and equipment parking, staging, material storage, foot traffic and all specified work is strictly limited to the existing road surface between the edges of pavement and the approximately 45' by 40 work zone for the structure. When removing existing surfaces and materials or installing new materials, no materials shall be allowed to be deposited or spread beyond the existing edges of pavement.
- B. The Contractor shall work to assure that contaminant seeds of invasive or weedy plant species are not brought to the site. All vehicles and equipment used in the performance of the work, including those of subcontractors and delivery trucks, shall be thoroughly cleaned of mud, dirt and debris prior to entering the work site using a high-pressure water hose. This cleaning shall include all exterior surfaces, truck beds, undercarriages, wheel wells, tires, track assemblies and equipment buckets and attachments. If any vehicle or equipment leaves the work site to be utilized for other work, those vehicles and equipment shall be cleaned again before reuse on this project. Trucks used for multiple material deliveries to the site per day need only to be cleaned once before the first delivery.
- C. Refer to Section 02100 - Temporary Access and Facilities and Section 02300 - Site Resource Protection for additional requirements.

3. Endangered Species Precautions - Blanding's Turtle

A. The Contractor is to be aware that the Blanding's turtle (State endangered and protected by the Illinois Endangered Species Act [520 ILCS 10/11]) is located within Illinois Beach State Park & Spring Bluff Forest Preserve and possibly within the proposed improvements construction limits and therefore precautionary measures shall be required by the Contractor during all construction operations.

(1) Description: The Blanding's turtle has a chin and throat that are yellow in adults, but this characteristic may be absent in juveniles. The upper shell is blue-black and may also have yellowish spots. There is a dark splotch on the outer side of each plate on the plastron (underside of the shell). In addition, the adult turtles may be 5-10 inches in length. The above Blanding's turtle photos shall be displayed at all times by the Contractor on either an erected project sign or at an approved location at the Engineer's Field office. Any cost incurred for erecting a sign or displaying these photos shall be incidental to the contract.

B. The following precautions should be taken:

(1) The Blanding's turtle is most active between March 15 and October 15 and construction should be minimized as much as possible within this time frame. If work is completed during this period, exclusionary fencing (this can be in the form of non-trenched erosion control fencing) should be put up around the work site and checked daily for the first two weeks, and weekly thereafter by trained personnel. The Contractor shall be required to implement the precautionary measures as directed by the Owner. Any questions or training for on-site workers with identifying species during construction can be coordinated through the Owner and the following individuals trained in the oversight of implementing these measures.

Debbie Maurer, Manager of Ecological Restoration  
Lake County Forest Preserve District  
1899 West Winchester Road, Libertyville, IL 60048  
Phone: 847-276-6943

Gary Glowacki, Wildlife Biologist  
Lake County Forest Preserve District  
1899 West Winchester Road, Libertyville, IL 60048  
Phone: 847-276-1454

(2) Any trenches or excavations must also be immediately and permanently surrounded by exclusionary fencing, and securely covered at the end of every work day.

(3) Each morning before work is initiated, trenches should be inspected, and any non-listed reptiles or amphibians should be removed.

(4) If a Blanding's turtle is encountered on site:

- a. Work should be stopped immediately.
  - b. The turtle should not be moved or touched, as it is a criminal act to handle an endangered species.
  - c. Gary Glowacki - Owner's Wildlife Biologist should be contacted at: 847-276-1454.
  - d. The turtle should be monitored until the contacted personnel arrives.
- (5) An Incidental Take Authorization may be required from the Office of Resource Conservation following a Blanding's turtle encounter.
- C. This precautionary work associated with training, monitoring and protecting any possible encounters with the Blanding's Turtle shall not be measured for separately but shall be included in the contract price for the project.

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THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
SPRING BLUFF FOREST PRESERVE  
BID SPEC NUMBER: 64811-18001-874

ATTACHMENT E  
GEOTECHNICAL INVESTIGATION



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office: 1-847-870-0544  
fax: 1-847-870-0661  
[www.soilandmaterialconsultants.com](http://www.soilandmaterialconsultants.com)  
[us@soilandmaterialconsultants.com](mailto:us@soilandmaterialconsultants.com)

February 10, 2017  
File No. 23134

Mr. Jeff Sloom  
Lake County Forest Preserves  
1899 West Winchester Road  
Libertyville, IL 60048

Re: Geotechnical Investigation  
Spring Bluff Project  
Lake County, Illinois

Dear Mr. Sloom:

The following is our report of findings for the geotechnical investigation completed on the Spring Bluff Project in the Village of Winthrop Harbor, Illinois.

The investigation was requested to determine current subsurface soil and water conditions at select boring locations. The findings of the field investigation and the results of laboratory testing are intended to assist in the planning, design and construction of proposed site improvements. We understand the existing road will be turned into a gravel pathway and a new viewing structure will be constructed.

#### SCOPE OF THE INVESTIGATION

The field investigation included obtaining 9 borings at the locations requested and as indicated on the enclosed location sketches. The boring locations were established using field taping methods and accuracy. Surface elevations were estimated to the nearest 0.5 ft. using data presented on the topographic survey.

We auger drilled the 2 structure borings to depths of 20.0 feet below existing surface elevations. Soil samples were obtained using a split barrel sampler advanced utilizing an automatic SPT hammer. The 7 pavement borings were auger drilled to a depth of 2.0 feet. Soil profiles were determined in the field and soil samples returned to our laboratory for additional testing including determination of moisture content. The results of all field determinations and laboratory testing are included in summary with this report.

#### RESULTS OF THE INVESTIGATION – VIEWING STRUCTURE

Enclosed are boring logs indicating the soil conditions encountered at each location. Site surface conditions include vegetation and fill soil conditions. Composition of the fill consisted of sand mixtures extending to a depth of 2.5 feet. The limits of fill placement were not determined within the scope of this investigation. Larger debris may also be present within the fill but was not encountered during the investigation.

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING  
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

Deposits of organic silt was present underlying the fill soils at each boring extending to depths of 3.5 feet to 4.0 feet. These soils have extremely high moisture contents and very low-strengths making them highly compressible. These conditions are likely present in other areas of the site.

Underlying natural soil conditions include the presence of non-cohesive soils. These include very loose to medium dense sand mixtures in a saturated condition. Cobbles and boulders may be present within the site soils at any elevation, although none were encountered while drilling.

The following table summarizes depth ranges below existing grade, the magnitude of soil strength within these ranges and other information:

<u>Boring</u>	<u>Surface Elevation (feet)</u>	<u>Depth Range Below Existing Surface (feet)</u>	<u>Soil Strength (lbs./sq.ft.)</u>	<u>Recorded Water Levels, W.D./A.D. (feet)</u>
B-101	588.0	1.0 to 4.0	*NONE	1.5/1.5
		4.0 to 6.5	*500	
		6.5 to 9.0	3,000	
		9.0 to 17.0	4,000	
B-102	588.0	1.0 to 4.5	*NONE	1.5/1.5
		4.5 to 11.5	3,000	
		11.5 to 17.0	5,000	

\* Not recommended for support of foundations.

It is expected that foundations can be supported on undisturbed natural soils located at any elevation within the depth ranges indicated in the above table, except as noted. Above these depth ranges the soils are not considered able to support foundations, even at reduced design bearing values, due to long-term settlement considerations.

SUBSURFACE WATER

The boring logs and the above table indicate subsurface water was encountered at a depth of 1.5 feet below the surface at each of the bore holes at the time of the drilling operations and during the period of these readings. It is expected that fluctuations from the water levels recorded will occur over a period of time due to variations in rainfall, temperature, subsurface soil conditions, soil permeability and other factors not evident at the time of the water level measurements.

FOUNDATIONS

The presence of a high-water table indicates a shallow depth foundation system would be difficult and expensive to construct because a very aggressive dewatering system will be needed to control the water table. Alternatively, a timber pile foundation could be considered for support of the structure. The following is our estimated pile lengths based upon the IDOT

Bridge Manual Design Guide Section 3.10.1 LRFD Geotechnical Pile Design Procedure using a geotechnical resistance factor ( $\Phi_G$ ) of 0.55.

Table of Estimated Depths for Timber Piles 10"  $\Phi$  with 8.4" tip

<u>Location</u>	<u>R<sub>n</sub> (kips) <sup>(1)</sup></u>	<u>R<sub>f</sub> (kips) <sup>(2)</sup></u>	<u>Length (ft.) <sup>(3)</sup></u>
Boring 101	36	20	8
	54	30	10
Boring 102	36	20	8
	54	30	10

<sup>(1)</sup> R<sub>n</sub>: Nominal Required Bearing

<sup>(2)</sup> R<sub>f</sub>: Factored Resistance Available

<sup>(3)</sup> Pile Lengths were estimated using a driving surface elevation of 588.0 feet and a pile cutoff elevation of 588.0 feet.

The structural engineer should determine a minimum embedment length needed for lateral support of the structure.

The following values can be utilized for design:

<u>Item</u>	<u>On-Site Soil</u>
Active Pressure:	65 psf/f
Passive Pressure:	350 psf/f

Passive pressures within 60 inches of the surface should be omitted due the seasonal weather conditions.

### DEWATERING

Aggressive dewatering efforts would be necessary for excavations extending to the saturated sand and sand/gravel soils. Well-points can be utilized to collect the water for pumping in an effort to lower the water level below the bottom elevation of proposed excavations. The dewatering should be accomplished prior to soil excavation when possible. Soils exposed at footing foundation, slab or undercut elevations should not be permitted to become saturated. Loss of bearing strength and stability may occur, requiring additional soil excavation.

Organic soils, non-cohesive soils and others can be unstable when saturated. These soils tend to cave or run when submerged or disturbed. The stability of exposed embankments is minimal to non-existent as confining soil pressures are removed. Proper drainage within excavations is necessary at all times, particularly when excavations extend below anticipated water levels and below saturated soils.

The contractor should be made responsible for designing and constructing stable temporary excavations. Also, the contractor should shore, slope, bench or restrain the sides of the excavations as required to maintain stability of both the excavation sides and bottom. In no case, should the slope, slope heights, or excavation depth exceed those in the local, state, and federal safety regulations.

### EXISTING PAVEMENT

The existing Spring Bluff Drive pavement was auger drilled at 7 locations to a depth of 2.0 feet. Below is a summary table of pavement materials encountered. Please refer to the individual boring logs for more detailed information.

<u>Core</u>	<u>HMA Pavement (in.)</u>	<u>Granular Base (in.)</u>	<u>Total Pavement (in.)</u>
1	4.0	11.0	15.0
2	4.0	14.0	18.0
3	4.0	12.0	16.0
4	4.5	11.5	16.0
5	5.0	11.0	16.0
6	3.5	14.5	18.0
7	4.0	11.0	15.0

### CONCLUSION

The information within this report is intended to provide initial information concerning subsurface soil and water conditions on the site. Variations in subsurface conditions are expected to be present between boring locations due to naturally changing soil and fill conditions.

Our understanding of the proposed improvements is based on limited information available to us at the writing of this report. The findings of the investigation and the recommendations presented are not considered applicable to significant changes in the scope of the improvements or applicable to alternate site uses. We recommend that proposed foundation, pavement and grading plans be reviewed by our office to determine if additional considerations are necessary to address anticipated subsurface conditions. Soil conditions encountered at foundation elevations are recommended to be tested to verify the presence of design soil strength prior to concrete placement.

If you have any questions concerning the findings or recommendations presented in this report, please let me know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Reid T. Steinbach, E.I.T  
Project Engineer



Thomas P. Johnson, P.E.  
President

RTS/TPJ:ek  
Enc.



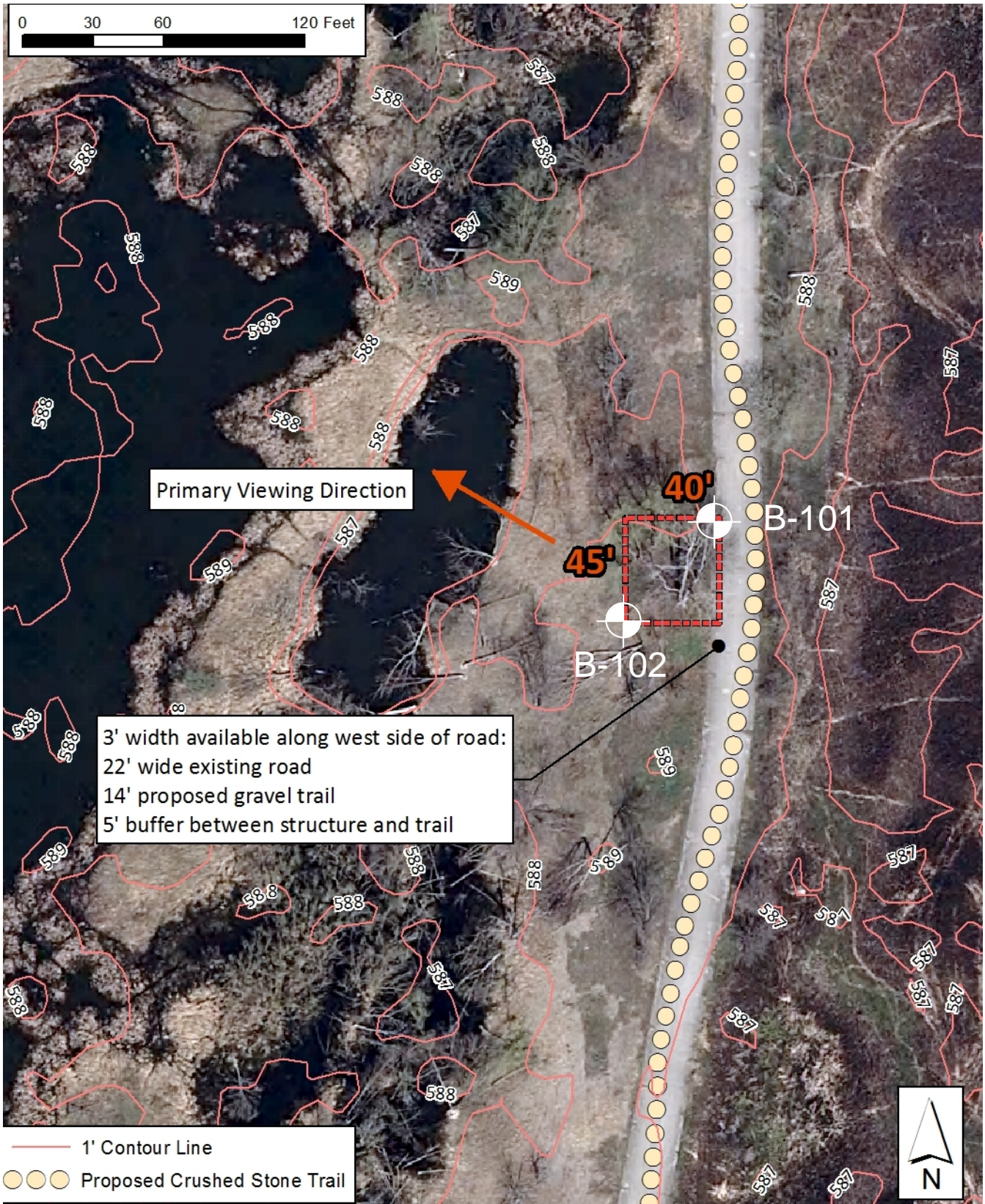
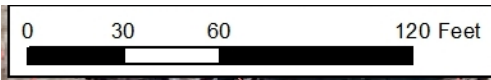
B-101 & B-102  
(SEE SKETCH #2)



SKETCH #1

<b>SMC</b>		SOIL AND MATERIAL CONSULTANTS, INC.		LOCATION SKETCH	
Client:		LAKE COUNTY FOREST PRESERVES			
Project:		SPRING BLUFF PROJECT			
Location:		WINTHROP HARBOR, ILLINOIS			
File No.	23134	Date:	2-3-17	Scale:	NONE





SKETCH #2



<b>SMC</b>		SOIL AND MATERIAL CONSULTANTS, INC.	<b>LOCATION SKETCH</b>
Client:	LAKE COUNTY FOREST PRESERVES		
Project:	SPRING BLUFF PROJECT		
Location:	WINTHROP HARBOR, ILLINOIS		
File No.	23134	Date: 2-3-17	Scale: 1" = 60'



Client: Lake County Forest Preserves

File No. 23134

Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

Comments:

Equipment:  CME 45B  CME 55  Hand Auger  Other

**CLASSIFICATION**

Elevation 588.0' Existing Surface

Dark brown-brown-black fine sand, trace roots-damp-saturated, loose - Fill

(a) see below

Gray fine sand, saturated, very loose to medium dense

End of Boring

(a) Black fine sand & organic silt, very damp

depth, ft.	standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	unconfined compressive strength, tons/sq.ft.			
					1.0	2.0	3.0	4.0
	X	Δ	⊗	○				
	6	27.3					Δ	
		25.2			X		Δ	
		36.9						Δ
5	3	27.8			X		Δ	
	10	18.2			X	Δ		
10	19	16.0				Δ	X	
	20	20.2					⊗	
15	17	19.5					X	Δ
20	16	21.1					X	Δ
25								
30								
35								
40								

Water encountered at 1.5 feet during drilling operations (W.D.).  
 Water recorded at 1.5 feet on completion of drilling operations (A.D.).  
 Water recorded at \_\_\_\_\_ feet \_\_\_\_\_ hours after completion of drilling operations (A.D.).

Client: Lake County Forest Preserves

File No. 23134

Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

Comments:

Equipment:  CME 45B  CME 55  Hand Auger  Other

**CLASSIFICATION**

Elevation 588.0' Existing Surface

depth, ft.	Dark brown-brown-black fine sand, trace roots, damp-saturated, loose - Fill
	Black organic silt, some fine sand, saturated, very loose
5	Brown fine sand, saturated, loose
10	Gray fine sand, saturated, medium dense
20	End of Boring
25	
30	
35	
40	

standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength
X	Δ	γ	○
	29.4		
6	26.3		
8	46.5		
	26.2		
11	22.1		
11	21.0		
21	20.4		
24	21.3		
29	20.4		

○ unconfined compressive strength, tons/sq.ft.  
● penetrometer reading, tons/sq.ft.  
1.0 2.0 3.0 4.0  
X standard penetration "N", blows/ft.  
Δ moisture content, %  
10 20 30 40

Water encountered at 1.5 feet during drilling operations (W.D.).  
Water recorded at 1.5 feet on completion of drilling operations (A.D.).  
Water recorded at \_\_\_\_\_ feet \_\_\_\_\_ hours after completion of drilling operations (A.D.).



Arlington Heights, Illinois (847) 870-0544

**SOIL BORING LOG** B-1

Logged By: DA

Page: 1 of 1

Client: Lake County Forest Preserves

File No. 23134

Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

**Comments:**

Equipment:  CME 45B  CME 55  Hand Auger  Other

**CLASSIFICATION**

Elevation Existing Surface

Bituminous concrete - 4.0"

1- Brown sand & gravel, damp - 11.0"

2- Gray-black fine sand, damp - Fill

3- End of Boring

4-

5-

6-

7-

8-

9-

10-

11-

12-

13-

14-

15-

16-

17-

18-

19-

20-

21-

22-

23-

depth, ft.	standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	<input type="radio"/> unconfined compressive strength, tons/sq.ft. <input checked="" type="radio"/> penetrometer reading, tons/sq.ft.			
					1.0	2.0	3.0	4.0
	X	Δ	γ	○	<input checked="" type="checkbox"/> standard penetration "N", blows/ft. <input checked="" type="checkbox"/> moisture content, %			
					10	20	30	40
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
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12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								

Water encountered at dry feet during drilling operations (W.D).  
 Water recorded at dry feet on completion of drilling operations (A.D.).  
 Water recorded at dry feet hours after completion of drilling operations (A.D.).





Arlington Heights, Illinois (847) 870-0544

# SOIL BORING LOG B-2

Logged By: DA

Page: 1 of 1

Client: Lake County Forest Preserves

File No. 23134

Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

Comments:

Equipment:  CME 45B  CME 55  Hand Auger  Other

CLASSIFICATION	
Elevation	Existing Surface

depth, ft.	Bituminous concrete - 4.0"
	Brown sand & gravel, damp - 14.0"
1	Gray-black fine sand, damp - Fill
2	End of Boring
3	
4	
5	
6	
7	
8	
9	
10	

standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	penetrometer reading, tons/sq.ft.			
				1.0	2.0	3.0	4.0
×	△	⌘	○				

○ unconfined compressive strength, tons/sq.ft.  
● penetrometer reading, tons/sq.ft.  
1.0 2.0 3.0 4.0  
× standard penetration "N", blows/ft.  
△ moisture content, %  
10 20 30 40

Water encountered at dry feet during drilling operations (W.D.).  
Water recorded at dry feet on completion of drilling operations (A.D.).  
Water recorded at feet hours after completion of drilling operations (A.D.).

Logged By: DA

Page: 1 of 1

Client: Lake County Forest Preserves

File No. 23134

Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

Comments:

depth, ft.	Equipment: <input checked="" type="checkbox"/> CME 45B <input type="checkbox"/> CME 55 <input type="checkbox"/> Hand Auger <input type="checkbox"/> Other				standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	<input type="radio"/> unconfined compressive strength, tons/sq.ft. <input type="radio"/> penetrometer reading, tons/sq.ft. 1.0 2.0 3.0 4.0				
	CLASSIFICATION								<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/> standard penetration "N", blows/ft. <input checked="" type="radio"/> moisture content, % 10 20 30 40
Elevation	Existing Surface				X	Δ	⊗	○					
	Bituminous concrete - 4.0"												
1	Brown sand & gravel,damp - 12.0"												
	Gray-black fine sand,damp - Fill												
2	End of Boring												
3													
4													
5													
6													
7													
8													
9													
10													

Water encountered at dry feet during drilling operations (W.D.).  
 Water recorded at dry feet on completion of drilling operations (A.D.).  
 Water recorded at feet hours after completion of drilling operations (A.D.).



Arlington Heights, Illinois (847) 870-0544

**SOIL BORING LOG** B-4

Logged By: DA

Page: 1 of 1

Client: Lake County Forest Preserves

File No. 23134

Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

Comments:

Equipment:  CME 45B  CME 55  Hand Auger  Other

**CLASSIFICATION**

Elevation Existing Surface

Bituminous concrete - 4.5"

1 - Brown sand & gravel,damp - 11.5"

2 - Gray-black fine sand,damp - Fill

End of Boring

3 -

4 -

5 -

6 -

7 -

8 -

9 -

10 -

depth, ft	standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	<input type="radio"/> unconfined compressive strength, tons/sq.ft. <input type="radio"/> penetrometer reading, tons/sq.ft. 1.0 2.0 3.0 4.0 <input checked="" type="radio"/> standard penetration "N", blows/ft. <input checked="" type="radio"/> moisture content, % 10 20 30 40			
	X	Δ	γ	○				
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Water encountered at dry feet during drilling operations (W.D.).  
 Water recorded at dry feet on completion of drilling operations (A.D.).  
 Water recorded at feet hours after completion of drilling operations (A.D.).





# SOIL BORING LOG B-5

Logged By: DA

Page: 1 of 1

Client: Lake County Forest Preserves

File No. 23134

Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

**Comments:**

Equipment:  CME 45B    CME 55    Hand Auger    Other

**CLASSIFICATION**

Elevation      Existing Surface

depth, ft.	Bituminous concrete - 5.0"
1	Brown sand & gravel,damp - 11.0"
2	Black silt,some fine sand,damp (topsoil)
	End of Boring
3	
4	
5	
6	
7	
8	
9	
10	

standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength				
X	Δ	ϕ	○	○	○	○	○
				○ unconfined compressive strength, tons/sq.ft. ● penetrometer reading, tons/sq.ft. X standard penetration "N", blows/ft. Δ moisture content, %			
				1.0	2.0	3.0	4.0
				10	20	30	40

Water encountered at dry feet during drilling operations (W.D.).  
 Water recorded at dry feet on completion of drilling operations (A.D.).  
 Water recorded at feet hours after completion of drilling operations (A.D.).

**SOIL BORING LOG** B-6

Logged By: DA Page: 1 of 1

Client: Lake County Forest Preserves

File No. 23134 Date Drilled: 2/3/17

Reference: Spring Bluff Project  
Lake County, IL

**Comments:**

Equipment:  CME 45B  CME 55  Hand Auger  Other

depth, ft.	CLASSIFICATION		standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	<input type="radio"/> unconfined compressive strength, tons/sq.ft. <input checked="" type="radio"/> penetrometer reading, tons/sq.ft. 1.0 2.0 3.0 4.0						
	Elevation	Existing Surface					X	Δ	δ	○	X	Δ	10
	Bituminous concrete - 3.5"												
1	Brown sand & gravel,damp - 14.5"												
2	Brown-gray fine sand,damp - Fill												
3	End of Boring												
4													
5													
6													
7													
8													
9													
10													

Water encountered at dry feet during drilling operations (W.D.).  
 Water recorded at dry feet on completion of drilling operations (A.D.).  
 Water recorded at feet hours after completion of drilling operations (A.D.).





**SOIL BORING LOG** B-7

Logged By: DA Page: 1 of 1

File No. 23134 Date Drilled: 2/3/17

Client: Lake County Forest Preserves

Reference: Spring Bluff Project  
Lake County, IL

Comments:

Equipment:  CME 45B  CME 55  Hand Auger  Other

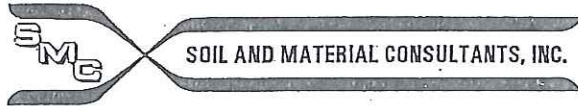
**CLASSIFICATION**

Elevation Existing Surface

depth, ft.	Bituminous concrete - 4.0"
1	Brown sand & gravel,damp - 11.0"
2	Brown-gray fine sand,damp - Fill
3	End of Boring
4	
5	
6	
7	
8	
9	
10	

standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	<input type="radio"/> unconfined compressive strength, tons/sq.ft. <input checked="" type="radio"/> penetrometer reading, tons/sq.ft.	1.0	2.0	3.0	4.0
X	Δ	γ	○	<input checked="" type="checkbox"/> standard penetration "N", blows/ft. <input type="checkbox"/> moisture content, %	10	20	30	40

Water encountered at dry feet during drilling operations (W.D.)  
 Water recorded at dry feet on completion of drilling operations (A.D.)  
 Water recorded at dry feet hours after completion of drilling operations (A.D.)



# General Notes

## SAMPLE CLASSIFICATION

Soil sample classification is based on the Unified Soil Classification System, the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), ASTM D-2488, the Standard Test Method for Classification of Soils for Engineering Purposes, ASTM D-2487 (when applicable), and the modifiers noted below.

### CONSISTENCY OF COHESIVE SOILS

<u>Term</u>	<u>Qu -tons/sq. ft.</u>	<u>N (unreliable)</u>
Very Soft	0.00 - 0.25	0 - 2
Soft	0.26 - 0.49	3 - 4
Stiff	0.50 - 0.99	5 - 8
Tough	1.00 - 1.99	9 - 15
Very Tough	2.00 - 3.99	16 - 30
Hard	4.00 - 7.99	30 +
Very Hard	8.00 +	

### RELATIVE DENSITY OF GRANULAR SOILS

<u>Term</u>	<u>N - blows/foot</u>
Very Loose	0 - 4
Loose	5 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 +

### IDENTIFICATION AND TERMINOLOGY

<u>Term</u>	<u>Size Range</u>
Boulder	over 8 in.
Cobble	3 in. to 8 in.
Gravel	-coarse 1 in. to 3 in.
	-medium 3/8 in. to 1 in.
	-fine #4 sieve to 3/8 in.
Sand	-coarse #10 sieve to #4 sieve
	-medium #40 sieve to #10 sieve
	-fine #200 sieve to #40 sieve
Silt	0.002 mm to #200 sieve
Clay	smaller than 0.002 mm

<u>Modifying Term</u>	<u>Percent by Weight</u>
Trace	1 - 10
Little	11 - 20
Some	21 - 35
And	36 - 50

#### Moisture Condition

Dry  
Damp  
Very Damp  
Saturated

### DRILLING, SAMPLING & SOIL PROPERTY SYMBOLS

CF	- Continuous Flight Auger
HS	- Hollow Stem Auger
HA	- Hand Auger
RD	- Rotary Drilling
AX	- Rock Core, 1-3/16 in. diameter
BX	- Rock Core, 1-5/8 in. diameter
NX	- Rock Core, 2-1/8 in. diameter
S	- Sample Number
T	- Type of Sample
J	- Jar
AS	- Auger Sample
SS	- Split-spoon (2 in. O.D. with 1-3/8 in. I.D.)
ST	- Shelby Tube (2 in. O.D. with 1-7/8 in. I.D.)
R	- Recovery Length, in.
B	- Blows/ 6 in. interval, Standard Penetration Test (SPT)
N	- Blows/ foot to drive 2 in. O.D. split-spoon sampler with 140 lb. hammer falling 30 in., (STP)
Pen.	- Pocket Penetrometer reading, tons/ sq. ft.
W	- Water Content, % of dry weight
Uw	- Dry Unit Weight of soil, lbs./ cu. ft.
Qu	- Unconfined Compressive Strength, tons/ sq. ft.
Str	- % Strain at Qu.
WL	- Water Level
WD	- While Drilling
AD	- After Drilling
DCI	- Dry Cave-in
WCI	- Wet Cave-in
LL	- Liquid Limit, %
PL	- Plastic limit, %
PI	- Plasticity Index (LL-PL)
LI	- Liquidity Index [(W-PL)/PI]

APPENDIX 1  
PREVAILING WAGE ORDINANCE

General Offices 1899 West Winchester Road Libertyville Illinois 60048 Telephone 847-367-6640 Fax 847-367-6649



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

**DATE:** June 8, 2017

Agenda Item # 9.1

**MEMO TO:** S. Michael Rummel, Chair  
Finance Committee

**FROM:** Steve Neaman  
Director of Finance

**RECOMMENDATION:** Recommend approval of an Ordinance ascertaining the 2017/2018 Prevailing Wage Rates for Lake County.

**STRATEGIC DIRECTION SUPPORTED:** Organizational Sustainability

**FINANCIAL DATA:** No impact.

**BACKGROUND:** Annually, the District is required by the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., to adopt the Prevailing Wage Rates for Lake County. A copy of the Ordinance must then be filed with the Secretary of State Index Division and the Department of Labor of the State of Illinois and published in a newspaper of general circulation.

**REVIEW BY OTHERS:** Chief Operations Officer, Purchasing Manager, Corporate Counsel

STATE OF ILLINOIS )  
                              ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR JUNE MEETING  
JUNE 13, 2017**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **FINANCE COMMITTEE** presents herewith "An Ordinance Ascertainning Prevailing Wage Rates", and requests its approval.

**FINANCE COMMITTEE:**

Date: 6/8/2017       Roll Call Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_  
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY ILLINOIS**

**AN ORDINANCE ASCERTAINING PREVAILING WAGE RATES**

**WHEREAS**, the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (1993) (the “Act”), provides that laborers, workers and mechanics that are directly employed by contractors or subcontractors that are engaged in the construction or demolition of public works on behalf of public bodies shall be paid no less than the general prevailing hourly rate in the locality where the work is performed; and

**WHEREAS**, Section 4 of the Act requires that a public body awarding any contract for public works or otherwise undertaking any public works “shall ascertain the general prevailing rate of hourly wages in the locality in which the work is to be performed” for the various categories of work; and

**WHEREAS**, the Finance Committee has reviewed the prevailing wage rate determinations of the State of Illinois Department of Labor for the County of Lake as of June 8, 2017, a copy of which is hereby incorporated in and made a part of this ordinance as Exhibit A, and has ascertained and determined that the general prevailing rate of wages for public works projects within the Lake County Forest Preserve District (the “District”) is the same as stated in Exhibit A;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, THAT:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Ordinance by this reference.

Section 2: Prevailing Wage Rates. The general prevailing rate of wages for public works projects within the District is hereby ascertained and determined to be the same as stated in Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages in Lake County by the Illinois Department of Labor shall supersede the determination in Exhibit A and shall apply to any and all public works construction undertaken by the District.

Section 3: Public Works. Nothing in this Ordinance shall be construed to apply the general prevailing rate of wages for Lake County to any work or employment except public works of the District conducted in the District to the extent required by the Act.

Section 4: Public Posting. The Secretary of the District is hereby directed to publicly post or keep available for inspection by any interested party in the main office of the District the determination of the prevailing rate of wages for Lake County as set forth in this ordinance.

Section 5: Filing, Publication and Notification. The Executive Director is hereby directed to:

- A. Promptly file a certified copy of this Ordinance with the Illinois Secretary of State and the Illinois Department of Labor; and



- B. Cause this Ordinance to be published in a newspaper of general circulation within the District within thirty (30) days of its filing with the Illinois Secretary of State or the Illinois Department of Labor; and
- C. Mail a copy of any determination made in this Ordinance to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses with the District requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates; and
- D. Where a public work has been awarded with a public bid, contract or project specification, list the rates stated in Exhibit A in bid specifications for all public works contracts to be awarded, and where a public work has been awarded without a public bid, contract or project specification, provide written notice on the purchase order related to the work or on a separate document that not less than the rates stated in Exhibit A must be paid to all laborers, workers, and mechanics performing work on the project.

Section 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 13<sup>th</sup> day of JUNE, 2017.

AYES: 21

NAYS: 0

APPROVED this 13<sup>th</sup> day of JUNE, 2017.

Ann B. Maine  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

Julie Gragnani  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. 5265

THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
 SPRING BLUFF FOREST PRESERVE  
 BID SPEC NUMBER: 64811-18001-874

Prevailing Wage rates for Lake  
 County effective Sept. 1, 2017

Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-FOT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.98	46.98	2	1.5	2	10.00	20.88	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		36.54	38.94	1.5	1.5	2	11.72	13.23	2.17	0.55
ELECTRIC PWR EQMT OP	ALL	ALL		0.00	0.00	0	0	0	0.00	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		30.33	53.29	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		40.00	44.00	1.5	1.5	2	14.10	19.74	4.00	0.65
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00

THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE  
 SPRING BLUFF FOREST PRESERVE  
 BID SPEC NUMBER: 64811-18001-874

MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	9.55	17.85	0.00	2.07



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PLASTERER	ALL	BLD		44.85	44.85	2	1.5		2	10.00	21.18	0.00	0.50
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5		2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5		2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5		2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5		2	4.85	3.28	0.00	0.00
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5		2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2		2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5		2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5		2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5		2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5		2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		32.75	34.35	1.5	1.5		2	8.45	6.05	0.00	0.50
TRUCK DRIVER	ALL	ALL	1	37.05	37.60	1.5	1.5		2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	37.20	37.60	1.5	1.5		2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	37.40	37.60	1.5	1.5		2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	37.60	37.60	1.5	1.5		2	9.50	7.50	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5		2	8.32	15.42	0.00	0.80

**Legend**

**M-F OT** 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.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

Explanations LAKE 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.

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

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Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

Class 4. Bobcats and/or other Skid Steer

Loaders; Oilers; and Brick Forklift. Class 5.

Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

Class 5. SkidSteer Loader

(all); Brick Forklifts;

Oilers. Class 6. Field

Mechanics and Field

Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature. OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes. Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

clarifications.

#### LANDSCAPING

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

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## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that FULL NAME AND ADDRESS OF CONTRACTOR, as Principal, hereinafter called Contractor, and FULL NAME AND ADDRESS OF SURETY, as Surety, a corporation organized and existing under the laws of the State of STATE, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and just sum of CONTRACT PRICE Dollars for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or occurred by reason of Contractor's failure to promptly and faithfully perform its Contract with Owner, said Contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated DATE OF CONTRACT AGREEMENT, with Owner entitled "Contract Between Lake County Forest Preserve District and CONTRACTOR'S NAME for THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE, SPRING BLUFF FOREST PRESERVE (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE, SPRING BLUFF FOREST PRESERVE; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time or forbearance on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond, in the event of Contractor's default, be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Work upon thirty (30) calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract. At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than thirty (30) calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner of the heirs, executors, administrators, or successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest/Witness

PRINCIPAL: NAME OF CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_  
(EXECUTING OFFICER)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness

SURETY: NAME OF SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7  
FOR SIGNATURE REQUIREMENTS

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that FULL NAME AND ADDRESS OF CONTRACTOR, as Principal, hereinafter called Contractor, and FULL NAME AND ADDRESS OF SURETY, as Surety, a corporation organized and existing under the laws of the State of STATE, hereinafter called Surety, are held and firmly bound unto Lake County Forest Preserve District, 1899 West Winchester Road, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of CONTRACT PRICE Dollars, to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include attorneys' fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated DATE OF CONTRACT AGREEMENT with Owner entitled "Contract Between Lake County Forest Preserve District and CONTRACTOR'S NAME for THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE, SPRING BLUFF FOREST PRESERVE (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though full set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site, and in the manner specified in the Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for THE FABRICATION AND INSTALLATION OF OBSERVATION STRUCTURE, SPRING BLUFF FOREST PRESERVE; (2) to procure and furnish all permits licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Supplemental Schedule of Contract Terms; (3) to procure and furnish all bonds, certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with and as required by and pursuant to the Contract, all of which is herein referred to as the "Work," whether or not any of said work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to or voluntarily agrees to pay any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearance on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, services or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest/Witness

PRINCIPAL: NAME OF CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_  
(EXECUTING OFFICER)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness

SURETY: NAME OF SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7  
FOR SIGNATURE REQUIREMENTS