



Request for Proposal

Labor and Materials

August 26, 2022

2022 Moraine Beach Fence Improvements Project

SITE LOCATION:

Moraine Park

2501 Sheridan Road

Highland Park, IL 60035

PRE-PROPOSAL MEETING (OPTIONAL):

Thursday, September 1, 2022 10:00 am

Moraine Park, 2501 Sheridan Road

Highland Park, IL 60035

SUBMISSION DEADLINE:

Friday, September 16, 2022 5:00 pm

Michael Evans

Park District of Highland Park

636 Ridge Road

Highland Park, IL 60035

Park District of Highland Park
2022 Moraine Beach Fence Improvements Project

August 26, 2022

Dear Contractors:

The Park District of Highland Park is seeking proposals for contractors to provide the labor and materials for the following project: 2022 Moraine Beach Fence Improvements Project.

The RFP packet is also available on our website at <http://www.pdhp.org/bids-rfps/> and specifies required qualifications, scope of work, submittal instructions and a set of proposal forms. **Please note that if you intend to submit a proposal for this project, then it is your responsibility to register with Michael Evans via mevans@pdhp.org or (847) 579-4085.** This will identify you as a registered plan holder and therefore, you will receive any addenda that may be issued. Addenda will be sent only to those contractors that complete such registration. The contractor remains responsible for obtaining all addenda to the original specification.

An optional pre-proposal meeting will be held at Moraine Park on Thursday, September 1, 2022 at 10:00 am. If you choose not to attend the pre-proposal meeting, then you will need to contact Michael Evans at 847/579-4085 to schedule a time to see the site as the site will be closed for construction and there will be no access.

Proposals should be e-mailed to mevans@pdhp.org.

Proposals will be received no later than 5:00 pm Friday, September 16, 2022.

Questions regarding this project or the enclosed documents can be directed to Michael Evans at mevans@pdhp.org or (847) 579-4085.

Sincerely,

Michael Evans
Landscape Architect

Park District of Highland Park
2022 Moraine Beach Fence Improvements Project

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GENERAL INFORMATION

Introduction

The Park District of Highland Park is seeking request for proposals for the following scope of work: The installation of fencing in 4 areas to provide containment of designated dog beach area. The contractor shall provide all labor and materials per the Construction Documents. The scope of work includes all necessary workmanship to satisfactorily complete the work as required by the contract documents.

Work will start October 10, 2022 and be concluded by October 21, 2022.

Contractors quoting on the project must have a minimum of 5 years of experience in the work or similar.

Intention

The District is soliciting proposals from qualified Contractors interested in this project as specified herein. The District reserves the right not to award any contract for the project.

Service to Be Provided

The contractor shall furnish and install sections of fencing, posts, gates, and all hardware to complete the proposed fencing improvements at Moraine Beach per specifications and construction drawings.

Examination of the Sites

A pre-proposal meeting will be held at Moraine Park, 2501 Sheridan Road, Highland Park, Il. on Thursday, September 1, 2022 at 10:00 am. Each contractor is encouraged to visit the site to become fully acquainted with the facility, scope of the project, service and difficulties of providing this service or completing this project. As noted above, the proposed contractor shall contact Michael Evans at 847/579-4085 to schedule a time to see the site as the site will be closed for construction. Neither additional compensation nor relief from any obligations will be granted because of a lack of knowledge of the site(s) or the conditions under which the work will be accomplished.

Discussion of Proposals

The Park District may conduct discussions with any Contractor that submits a proposal. During the course of such discussions, the District shall not disclose any information marked confidential within any proposal and may discuss comparative pricing with one or more Contractors.

The Park District may also choose to interview Contractors during the evaluation process. Selected Contractors may be requested to provide oral presentations. Those Contractors will be notified to arrange specific times. The Park District will not be responsible for any cost of the Contractor's presentation.

Negotiations

The Park District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

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After a review of the proposals, the District intends to enter into an agreement with the selected contractor. If an agreement is not finalized in a reasonable amount of time as determined by the District in its sole discretion, then the District reserves the right to negotiate with other contractors as may best serve the interests of the Park District.

Reserved Rights

The Park District reserves the right at any time and for any reason to cancel this Request for Proposals or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Contractor, the District has ninety (90) days from the published submission date to enter into an agreement with a Contractor. The District may seek clarification from a Contractor at any time and failure to respond promptly is cause for rejection.

Incurred Costs

Park District of Highland Park will not be liable, under any circumstance, for any costs incurred by Contractors in replying to this RFP.

Award

A Contractor to whom an offer is made shall be required to enter into a written contractual agreement with the District in a form approved by legal counsel for the Park District. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final written agreement. The District reserves the right to negotiate the terms and conditions of the agreement with the selected Contractor. Payment by the District may be by credit card.

The failure of the successful Contractor to enter into a Contract within ten (10) calendar days after the Notice of Award or within such extended period as the Owner may grant shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Contractor or re-advertise for proposals. A charge against the defaulting Contractor may be made for the difference between the amount of the proposal and the amount for which a contract for the work is subsequently executed.

Taxes

Park District of Highland Park is not subject to Federal Excise Tax and is exempt from state and local taxes.

Equal Employment Opportunity

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

Sustainability

The Park District of Highland Park is committed to sustainable practices that benefit our environment and the health and safety of our customers. The Contractor agrees to work with Park District staff if applicable on sustainable project elements and materials.

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Additional Information

Should the Contractor require additional information about this proposal, please contact Michael Evans either by e-mail, mevans@pdhp.org or by phone 847-579-4085, no less than five (5) days prior to the proposal opening date. ANY and ALL changes to these specifications are valid only if they are included by written addendum to all Contractors. No interpretation of the meaning of the plans, specifications or other documents will be made orally. Failure of any Contractor to receive any such addendum or interpretation shall not relieve the Contractor from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Contractor to improperly submit a proposal.

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TERMS AND CONDITIONS

Contractor Qualifications

All Contractors must be engaged in the type of work or services as outlined in these specifications, and meet the following qualifications: Contractors quoting on the project must have a minimum of 5 years of experience in fence installation or similar. The Park District of Highland Park reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

As part of the proposal, submit a completed qualifications form (attached), indicating your proposed team's experience with similar work.

Items to be Submitted

Contractors shall submit:

- Proposal Form
- References
- Contractor Profile and Qualifications Form
- Contractor's Certification of Eligibility Form

Contractors lacking these completed forms may not be considered for award.

We encourage contractors to include additional documentation supporting contractor's performance record, financial resources, experience, and reliability to execute this agreement as described herein. Any and all exceptions to these RFP terms and specifications must be clearly documented.

Evaluation Criteria

The Park District will review proposals to select that proposal which, in the sole discretion of the Park District, is determined to be in its best interests. The Park District may still, thereafter, choose not to award any contract or to award a negotiated and modified proposal.

Timely Submissions

The receipt of proposals will cease at the date and time set forth above. Proposals received after the scheduled date and time likely will not be considered

Responsibility and Default

The contractor shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful Contractor shall be considered the sole point of contact for purposes of this contract agreement.

Change in Status

The contractor shall notify the Park District of Highland Park immediately of any change in its status resulting from any of the following:

- Contractor is acquired by another party
- Contractor becomes insolvent

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- Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Contractor ceases to conduct its operations in normal course of business

The District shall have the option to terminate its agreement with the contractor immediately on written notice based on any such change in status.

Indemnification

To the fullest extent permitted by law, to waive any and all rights of contribution against the Park District and to indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Park District would otherwise have. Contractor shall similarly, protect, indemnify and hold and save harmless, City, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Insurance Requirements

Unless otherwise agreed to by the Park District, the successful contractor shall be required to keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee

2. Commercial General Liability:
 1. \$2,000,000.00 General Aggregate

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2. \$1,000,000.00 Products Completed Operations Aggregate
 3. \$1,000,000.00 Personal and Advertising Injury
 4. \$1,000,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
- a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence
4. Umbrella Excess Liability:
\$2,000,000.00 over Primary Insurance

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

Sexual Harassment Policy

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) (“Act”), all Contractors to this agreement must have, prior to awarding this agreement, in effect and in force a **written** sexual harassment policy.

Compliance with all Laws

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, Americans with Disabilities Act, and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

Prevailing Wage and Certified Payroll

Contractor agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department’s web

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site for revisions. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> no later than the 15th of each calendar month following a month in which construction on the project has occurred as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

Special Conditions

Contractor shall familiarize himself with all of the agreement documents as listed in the table of contents and he shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the Contractor for not familiarizing himself with site conditions. The Contractor's signature on the proposal shall be the Owner's guarantee that the Contractor has met these restrictions.

Signature and Legibility

The prices for work and the names, addresses, and signatures of the Contractors shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

Schedule

Request for Proposals Released	August 26, 2022
(Optional) Pre-Proposal Meeting	September 1, 2022 at 10:00 am
Proposals Due No Later Than 5:00 pm	September 16, 2022
Anticipated Contract Award Date	September 23, 2022
Anticipated Start of Work	October 10, 2022
Project Completion Date	October 21,2022

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PROPOSAL FORM

(Page 1 of 2)

TO: Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

FROM: _____
Company

Street Address

City, State, Zip

Phone

FOR: 2022 Moraine Beach Fence Improvements Project

BASE PROPOSAL:

Base Item 1 – Entrance Area (Area 1) \$ _____

Base Item 2 – South Property Line (Area 3) \$ _____

TOTAL BASE PROPOSAL \$ _____

ALTERNATE PROPOSAL 1:

Area 2 – North Property Line \$ _____

ALTERNATE PROPOSAL 2:

Area 4 – Barrier Fence \$ _____

Receipt of Addenda: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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PROPOSAL FORM

(Page 2 of 2)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1. _____

2. _____

3. _____

Pursuant to and in compliance with the General Information, Terms and Conditions, Scope of Work, the undersigned agrees to supply all materials/perform all work in accordance with these contract documents for the prices and/or amounts specified herein. All amounts shall reflect the contractor's complete and thorough understanding of conditions which might affect the proposal and any and all provisions, restrictions and requirements of these contract documents.

The District reserves the right to accept any part, or all of any proposal, and to reject any and all or parts of any and all proposal. Any proposal which contains items not specified, or which does not complete all the items scheduled for proposal, shall be considered informal and may be rejected on this basis.

BY: _____
Name and Title of Authorized Agent

Authorized Signature

Date

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REFERENCES

Contractor shall include at least three (3) references with which the Contractor has completed similar work of approximate magnitude required under this contract.

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

Project Name _____
Project Location _____
Contact Person _____
Telephone Number/E-Mail _____
Project Completion Date _____

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CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 1 of 2)

Name _____
Address _____
City, State, Zip Code _____
Contact Person _____
Telephone Number _____ E-Mail _____

of Employees _____ Annual Sales # _____

Contractor's organization has been in business under its present business name for ____ years.

Contractor's organization has had experience in work comparable with that required under the proposed contract:

as a prime contractor _____ years;
as a subcontractor _____ years.

The following Contractor's employees will be involved with the proposed contract:

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Name _____
Position _____
Years of Experience _____
Responsibility/Task _____

Contractor may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

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CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 2 of 2)

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

2. Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.

3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination

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CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:

_____,a(n) _____
Print name of Contractor Individual, Partnership, Corporation

as part of his bid or proposal on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract or entering into a contract with the Park District of Highland Park as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Date

Contractor

By:_____

Its:_____

Title

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

DATED: _____, 2022
Notary Public_____

[Notary Seal]

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SAMPLE CONTRACT

The Park District of Highland Park executes an Independent Contractor Agreement for all work. A sample of the **Independent Contractor Agreement** is provided on the following pages.

Park District of Highland Park
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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between <NAME OF CONTRACTOR> (hereafter "CONTRACTOR") and the PARK DISTRICT OF HIGHLAND PARK (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing services and work for AGENCY in accordance with the following: Request for Proposal <NAME OF PROJECT> dated <DATE (long form i.e. July, 25, 2011)>; the documents referenced therein; CONTRACTOR's Proposal in response to the Request for Proposal for <NAME OF SERVICES REQUESTED> (hereafter "Proposal"); which is attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, CONTRACTOR may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the CONTRACTOR hereby agrees:

1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
2. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the CONTRACTOR's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred

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by reason of CONTRACTOR's breach of any of its obligations under, or CONTRACTOR's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee
 - b. Commercial General Liability:
 - \$2,000,000.00 General Aggregate
 - \$1,000,000.00 Products Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
 - \$1,000,000.00 Each Occurrence
 - \$ 50,000.00 Fire Damage (any one fire)
 - \$ 5,000.00 Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - iii. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance
4. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates 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. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

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

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

5. CONTRACTOR shall cause each consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
7. Nothing contained in this contract is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
9. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
10. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to AGENCY shall be certified mail, return receipt requested.
11. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of

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any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.

13. CONTRACTOR agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
15. To the extent that the Prevailing Wage Act applies, CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
16. The failure of the successful Bidder to enter into a Contract within ten (10) days after the Notice of Award or within such extended period as the AGENCY may grant shall constitute a default, and the AGENCY may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.
17. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents

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for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have the full control of the ways and means of performing the work referred to above and that the CONTRACTOR or its employees, representatives or subcontractors are in no sense employees of the AGENCY, it being specifically agreed that the CONTRACTOR bears the relationship of an independent contractor to the AGENCY.

This agreement shall be in full force and effect from the _____ day of _____, 20____ until such time as it is terminated by the AGENCY.

PARK DISTRICT OF HIGHLAND PARK

<NAME OF CONTRACTOR>

Print Name

Print Name

Signature

Signature

Title

Date

Title

Date

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List of Drawings

No.	Title	Date
1	Title Sheet	August 26, 2022
2	Location Map/Aerial Map	August 26, 2022
3	Existing Site Plan	August 26, 2022
4	Proposed Site Plan	August 26, 2022
5	Entrance Area – Layout Plan/Details	August 26, 2022
6	North Property Line – Layout Plan/Details	August 26, 2022
7	South Property Line – Layout Plan/Details	August 26, 2022
8	Barrier Fence – Layout Plan/Details	August 26, 2022

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SPECIFICATIONS

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Division One - General Requirements

1.1 Summary of Work

1.1.1 The Work under the Contract shall consist of those items designated in the drawings and as specified in the Agreement between Owner and Contractor and as also specified in the following Divisions and specifications

1.1.2 It is the intention of these specifications to supply the Contractor with the basic information necessary for a complete and operational park and recreational facility.

1.1.3 Specifications may make reference to specific product model numbers by specific manufacturers, or they may make reference to specific performance requirements. The specifications used throughout these documents are absolute minimum requirements and under no circumstances will bids be accepted which do not meet these absolute minimum requirements.

1.3 Project Meetings

1.3.1 Prior to the execution of the Agreement between Owner and Contractor, a meeting will be scheduled in order that the Owner and Contractor may discuss any requirements of the Contract Documents which may need clarification, and to discuss the construction schedule.

1.3.2 Various other meetings may be scheduled by the Owner throughout the duration of the contract in order to discuss or to point out certain aspects of the work under the contract.

1.5 Submittals and Substitutions

1.5.1 Manufacturer's Literature pertaining to:

1) Installation Procedures 2) Maintenance Information 3) Warranty/Guaranty Information prior to installation shall be supplied by Contractor when asked for by Owner.

1.5.2 Shop Drawings may be required by Owner for the installation of manufacturer's equipment or materials. Shop drawings shall be approved by Owner prior to installation and "as built" drawings shall be supplied to the Owner by the Contractor as required by the Owner.

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- 1.5.3 Unit Prices shall be submitted to the Owner prior to execution of the Agreement and shall include all materials and labor included in the Contract Documents. These Unit Prices shall be used as a basis for adjusting the contract sum by Change Order subsequent to execution of the Contract. In the event that the Contractor fails to include Unit Prices or fails to submit Unit Prices or fails to submit Unit Price list before execution of the Contract, the Owner shall adjust the contract sum by Change Order in the amount he deems necessary for the materials and labor supplied by the Contractor.
- 1.5.4 Substitutions may be made only upon the Contractor's receiving written approval from the Owner for such substitutions. This requirement applies to those items specified as "or equal" in the drawings.
- 1.5.5 Timing of Submittals shall be made far enough in advance for Owner's review, approval and/or Contractor's revisions and resubmittals and for placing orders and securing deliveries. Allow ten days for Owner's review of all items.
- 1.5.5.1 Construction Timeline shall be as follows:

October 10, 2022 – October 21, 2022
- 1.5.6 Delays which occur as a result of tardiness in receipt of materials will not be an acceptable basis for extension of the Contract completion date.
- 1.5.7 Owner's Review shall not constitute a complete check but shall endeavor to guard the Owner against errors and omissions in the work under the Contract. It shall in no way relieve the Contractor of his responsibilities under the Contract.
- 1.7 Protection of Existing Facilities
- 1.7.1 Locating Existing Utilities shall be the responsibility of the Contractor. He shall notify all utilities of his intention to perform contracted work on the site. He shall not commence work until all utilities have been located.
- 1.7.2 Responsibility for Injury, Damage or Death as a result of disruption of existing utilities shall be the Contractor's. He shall have adequate insurance coverage as specified in the Agreement between Owner and Contractor, and he shall replace or repair utilities at his own expense if disruption occurs.

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- 1.7.3 Existing Facilities shall not be disturbed in any way during work under the Contract except as specified in these Contract Documents. It shall be the responsibility of the Contractor to replace or repair any damage which may accidentally occur at his own expense. All repairs and/or replacement shall occur before final acceptance.
- 1.7.4 Existing Landscaping, including trees, shrubs, lawns shall be adequately protected by the Contractor so as to avoid destruction or damage to them as a result of operations under this Contract. Trees or shrubs damaged or destroyed by negligence of the Contractor or any of his employees shall be replaced at Contractor's expense. Replacement stock shall be of similar size and age, shall be planted during the proper season and shall be subject to the approval of the Owner.
- 1.9 Measurement
- 1.9.1 Dimensions of new facilities have been indicated in the drawings or have been specified in the Contract Documents. For all practical purposes, these shall be the exact dimensions of the facilities as build unless otherwise approved by the Owner. All new construction shall be square and/or level where appropriate and only the most precise and accurate craftsmanship shall be accepted for all work.
- 1.9.2 Land Elevations may have been specified throughout the Contract Documents. These shall be met in order to assure that the most precise installation possible has been completed. The Contractor shall use only the most precise surveyor's equipment for all elevational measurements. The Owner may deem it necessary to check these elevations during the course of construction.
- 1.11 Cleaning
- 1.11.1 Safety and Progress Cleaning - The Contractor shall be responsible for safety cleaning and for progress cleaning which shall include, but is not necessarily limited to the following:
- A. Keep work free of dirt, rubbish, debris and scrap.
 - B. Backfill progressively after any underground utility installation.
 - C. Remove spills of oil, grease or other liquids immediately and sprinkle with sand.
- 1.11.2 Final Cleaning shall occur prior to final inspection by the Owner. The Contractor shall perform a thorough cleaning so as to put all work and

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surroundings in a neat, finished condition which is ready for final acceptance and for the use intended.

1.13 Final Inspection

1.13.1 The Work shall be inspected by the Owner. The Contractor shall give at least 48 hours notice before final inspection is to occur. The finished work shall comply with all of the requirements of these Contract Documents and the facilities shall be ready for the Owner to use in the manner in which it was intended.

1.13.2 A Punch List shall be prepared by the Owner in order that the Contractor is made aware of any items which do not comply with the Contract Documents. All of the items designated on the Punch List shall be remedied prior to final payment.

1.15 Final Payment shall be made only after the following items have been completed by the Owner or the Contractor:

- 1) Contractor shall complete all work in accordance with the Contract Documents.
- 2) Contractor shall notify the Owner that the work has been completed in accordance with the Contract Documents and that it is ready for final inspection.
- 3) The Owner shall prepare a Punch List identifying any work items which do not comply with the Contract Document
- 4) The Contractor shall submit to the Owner a request for payment (Form shall be supplied by Owner) and all of the required items shall be completed on the Form including: a) Waivers of Lien, b) Affidavits, c) any other requirements which the Owner may request. The Contractor shall submit completed forms and other requirements to the Owner at least ten (10) days prior to a regularly scheduled meeting of the Park District Board of Commissioners.
- 5) The Board of Commissioners of the Park District of Highland Park shall approve payment to the Contractor at one of their regularly scheduled meetings.
- 6) The Contractor shall demonstrate to the Owner that all items identified on the Punch List have been remedied and that all requirements of the Contract Documents have been met.

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- 7) All payments shall be subject to the Park District's Attorney's review and approval. Contractor shall submit payment requests to Owner with sufficient time to complete such review.
- 8) Waivers of Lien shall be supplied by the Contractor to the Owner using Chicago Title and Trust Form No. 1722 or Tops Form No. 3463.
- 9) Notarization of all documents shall be required.

1.17 All work under this contact shall be installed in strict compliance with the building code for the City of Highland Park, Illinois, whether or not the requirements stated therein have been mentioned specifically in the Contract Documents. The code which the Contractor is to follow shall be:

The BOCA Building Code (most current edition)
Building Officials & Code Administrator's International, Inc.
17926 South Halsted Street
Homewood, Illinois 60430

A copy of the building code shall be kept on-site by the Contractor and he shall refer to the code regarding all types of construction under this contract. The Contractor shall bring any non-compliance to the attention of the Owner. No additional compensation shall be given to the Contractor for work which is changed under this contract in order to comply with the building code.

1.18 Applicable Standards

1.18.1 Description:

1.18.1.1 Throughout the Contract Documents, reference is made to codes and standards which establish methods for testing and reporting on the pertinent characteristics.

1.18.1.2 Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.

1.18.1.3 It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Architect or Owner's representative to deliver to the Architect or Owner's representative all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof

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shall be in the form requested in writing by the Architect or Owner's representative and generally will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Architect or Owner's representative.

1.18.1.4 Related work described elsewhere: Specific naming of codes of standards occurs on the drawings and in other sections of these specifications.

1.18.2 Quality Assurance

1.18.2.1 Familiarity with pertinent codes and standards: In procuring all items used in this work it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.

1.18.2.2 Rejection of non-complying items: The Architect or Owner's representative reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements. The Architect or Owner's representative may take, to accept non-complying items subject to an adjustment in the contract amount as approved by the Architect or Owner's representative and the Owner.

1.18.2.3 Applicable standards listed in these specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:

AASHTO American Association of State Highway and Transportation Officials, 341 National Press Building, Washington, D.C. 20004

ACI American Concrete Institute, Box 19150, Redford Station, Detroit, Michigan 48219

AISC American Institute of Steel Construction, Inc., 1221 Avenue of the Americas, New York, NY 10020

ANSI American National Standards Institute (successor to USASI and ASA) 1430 Broadway, New York, NY 10018

ASTM American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103

AWWA American Water Works Association, Inc., 666 West Quincy Avenue, Denver, Colorado 80235

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CRSI Concrete Reinforcing Steel Institute, 228 North LaSalle Street,
Chicago, Illinois 60610

UL Underwriters' Laboratories, Inc. 207 East Ohio Street, Chicago, IL
60611

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Division Two - Sitework

2.0 Related Work Described Elsewhere

Any and all requirements of Division 1, General Requirements, which shall hereby become a part of this Division of the specifications where an inconsistency exists between this Division and the General Requirements, the wording and intent in this Division shall take precedence.

2.1 Clearing

2.1.1 Grubbing of Existing Plants and Other Features

Where it is so indicated in the drawings, existing trees, shrubs, brush, concrete, metal and wood which are shown to be removed and all incidental debris within the contract limits shall be grubbed out and stockpiled for removal from the site. No waste materials shall be buried within the project site.

Existing trees or shrubs which are located within areas to be graded shall also be grubbed and removed unless they are to be saved or are three inches (3") or over in caliber, in which case they will be noted on the plans or marked in the field to be removed. The excavation from grubbing shall be backfilled with fill soil to the surrounding grade and satisfactorily compacted before further work is to proceed.

2.1.2 Plant Roots

Without approval, neither cut nor damage roots of one and one-half inches (1-1/2") or more in diameter of those plants to be saved. Only upon approval may such roots be neatly cut, then painted with an approved tree paint and the plant's branches properly pruned to balance the reduced root system.

Under paving areas, all roots of plants to be saved of one and one-half inches (1-1/2") in diameter, designated to be saved, shall be promptly covered. The covering shall be a four inch (4") or more layer of wet burlap tightly fastened to the roots and kept moist. Backfill for all other plants disturbed during construction shall have peat moss or other humus material added to the soil in the ratio of one part peat moss to three parts topsoil, thoroughly mixed.

2.1.3 Plants

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The Landscape Architect shall point out to the Contractor all plant material to be saved and protected before or, if necessary, during the course of this contract. No such plant materials shall be used as guys or other fastenings. In no case shall storage of construction materials or fill be allowed under the spread of trees designated to be saved.

2.2 Demolition

2.2.1 Remove and dispose of all materials and/or equipment which are to be removed. This shall be legally moved and disposed of off-site by the Contractor at his own expense. No material will be allowed to be discarded on-site or on adjacent properties.

2.2.1.1 Remove and dispose of all materials and/or equipment which are to be removed as specified in the construction drawings.

2.2.2 Clean-up all rubbish and debris from the site and within the building and dispose of. This includes all materials, whether in place or detached, which are not noted in the drawings and which may interfere with the proposed use of the facility in the manner in which it was intended to be used.

2.2.3 This shall also include a thorough inspection by the Contractor and removal of such items as follows, but not necessarily limited to:

2.2.3.1 Removal of all rubbish and debris.

2.2.3.2 A thorough cleaning of all existing facilities and equipment which are to remain in order to give the finished project a neat, clean and sanitary appearance.

2.2.4 Disposal

All materials demolished or otherwise removed from the site shall be disposed of off-site in a legal manner at no additional cost to the Owner.

2.2.5 Patching

Were equipment, hardware or other items are removed, the walls, floors, ceiling or other adjacent materials shall be left neat and clean and where damage occurs, shall be patched in a manner which leaves the finished project in such a state that the adjacent materials blend with the surrounding materials or are otherwise acceptable to the Owner.

2.3 Earthwork and Site Drainage

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2.3.1 Description

Work under this section includes, but is not necessary limited to:

2.3.1.1 Sod stripping and off-site disposal.

2.3.1.2 Sedimentation/erosion control.

2.3.1.3 Excavation.

2.3.1.4 Filling and backfilling to attain indicated grades.

2.3.1.5 Trenching and trench backfilling.

2.3.1.6 Pumping and bailing to keep excavation free of water during pipe laying, concrete construction, timber construction, planting and surface preparation.

2.3.1.7 Handling of uninterrupted surface water flow during work progress.

2.3.1.8 Hauling away and disposing of excavated materials not necessary or else unsuitable for backfilling purposes except otherwise required by the project plans or specifications.

2.3.1.9 Protection of existing utilities and facilities.

2.3.1.10 Rough and finished grading of the site.

2.3.2 General

Use all means necessary to keep dust and dirt off the work, burrow or disposal areas, surrounding site, adjacent properties and public roads.

Moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors or facility users.

2.3.3 Existing utilities shall be protected as specified in Section 1.7.0 through Section 1.7.3.

2.3.4 Topsoil

All on-site topsoil shall be free from large timbers, brush or stones larger than one inch (1”) in diameter or other litter and waste products. It shall be a loamy mixture having at least ninety percent (90%) passing the number ten (10) sieve.

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- 2.3.4.1 Topsoil shall be free from extraneous material and shall comply with the following requirements:
- 2.3.4.1.1 It shall contain not less than one percent (1%) nor more than ten percent (10%) organic matter as determined by the test for organic matter in accordance with AASHTO 194.
- 2.3.4.1.2 It shall contain not less than twelve percent (12%) nor more than fifty percent (50%) clay as determined in accordance with AASHTO T 88.
- 2.3.4.1.3 The sand content shall not exceed fifty-five percent (55%) as determined in accordance with AASHTO T 88.
- 2.3.4.1.4 The pH shall not be lower than 5.0 nor higher than 8.0. The pH shall be determined with an acceptable pH meter, on that portion of the sample passing the No. 10 sieve, in accordance with the "Suggested Methods of Tests for Hydrogen Ion Concentration (ph) of Soils" included in the procedures for testing soils issued December 1964 by the American Society for Testing and Materials.
- 2.3.5 On-Site Fill Material
- All on-site material shall be clay or granular/clay mixture which is free from organic matter and other deleterious substance. It shall contain no rocks or lumps over six inches (6") in greatest dimension, and not more than fifteen percent (15%) of the rocks or lumps shall be larger than two and one-half inches (2-1/2") in greatest dimension.
- 2.3.6 Imported Fill Materials
- All imported fill material shall meet the requirements of Article 2.3.5 above and, in addition, shall be predominantly granular with a maximum particle size of two inches (2") and a plasticity index of twelve (12) or less.
- 2.3.7 Trench and Structural Backfill
- 2.3.7.1 On-site fill material used for trench and structural backfill shall meet the requirements of Article 2.3.5 above.
- 2.3.7.2 Imported cohesionless material used for trench and structural backfill shall be free from organic substance and other deleterious matter, shall be subject to the approval of the Architect or Owner's representative, shall be in particle size grading within the following limits:
- 2.3.7.2.1 Passing the No. 4 sieve: 100 percent (100%)

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2.3.7.2.2 Passing the No. 200 sieve: 3 percent (3%) maximum

2.3.8 Topsoiling and Finish Grading

After subgrade has been established and approved by the Architect or Owner's representative, the Contractor may begin topsoiling and finish grading operations to meet finish grades. Subgrades shall be scarified to a depth of two inches (2") prior to topsoiling to insure bonding of the subsoil with the topsoil. Graded topsoil depth shall be no less than six inches (6") after compaction. No topsoil shall be placed when the subgrade is frozen, excessively wet or dry, or in a condition otherwise detrimental to the proposed grading.

2.3.9 Topsoil Stripping and Stockpiling

Those sites that are designated shall be stripped of all topsoil. This material shall then be stockpiled only in areas where it shall not be a physical or visual obstruction.

2.3.10 Shoring and Bracing

2.3.10.1 The Contractor shall design, furnish, install and remove all shoring, bracing, sheet piling or other required work necessary to retain banks of excavation, prevent cave-in of adjacent ground, and support and prevent displacement of adjacent structures or piping.

2.3.10.2 All shoring shall be maintained in good condition and removed when no longer required. The Contractor shall make good any injury or damage resulting from failure of the shoring system or the non-observance of these requirements.

2.3.10.3 The Contractor shall make himself familiar with all requirements concerning shoring and bracing of the Occupational Safety and Health Act, and shall govern himself accordingly. In no way shall the Owner or Landscape Architect or Engineer be responsible for design of, placement of, or maintenance of any shoring or bracing of any excavations.

2.3.11 Dewatering

The Contractor shall at all times during construction provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavation and to keep the excavation dry until the structure is completed, and all backfill has been placed.

2.3.12 Uninterrupted Surface Water Flow

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The Contractor shall provide all necessary temporary ditches or other structures to divert overland flow around the construction area so as to protect the project and adjacent property.

- 2.3.13 Excavation
- 2.3.13.1 Depressions: Where depressions result from, or have resulted from, the removal of surface or subsurface obstructions, open the depression to equipment working width and remove all debris and soft material as directed by the Architect or Owner's representative.
- 2.3.13.2 Other Areas: Excavate to grades shown on the drawings. Where excavation grades are not shown on the drawings, excavate as required to accommodate the installation.
- 2.3.14 Preparation of Subgrade:
- 2.3.14.1 Scarifying: After the site has been cleared, stripped and excavated to within six inches (6") of the specified depths for recompaction, scarify the exposed surface to a minimum depth of six inches (6"), thoroughly moisture-condition, and compact to the requirements specified for fill below.
- 2.3.14.2 Leveling remove all ruts, hummocks, and other uneven surfaces by surface grading prior to placement of fill.
- 2.3.15 Excess Water Control
- 2.3.15.1 Unfavorable Weather: Do not place, spread, or roll and fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory to the Architect or Owner's representative.
- 2.3.15.2 Flooding: Provide berms or channels to prevent flooding of subgrade. Promptly remove all water collecting in depressions.
- 2.3.15.3 Softened Subgrade: Where soil has been softened or eroded by flooding or placement during unfavorable weather, remove all damaged areas and recompact as specified for fill and compaction below.
- 2.3.16 Fill and Compaction
- 2.3.16.1 Filling: After subgrade compaction has been approved by the Architect or Owner's representative, spread approved fill material in layers not exceeding eight inches (8") in uncompacted thickness.

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- 2.3.16.2 Moisture- Conditioning: Water or aerate the fill material as necessary, and thoroughly mix to obtain a moisture content which will permit proper compaction.
- 2.3.16.3 Compaction, General: Compact each soil layer to at least the specified minimum degree. Repeat compaction process until plan grade is attained.
- 2.3.16.4 Compaction, Degree of, Pavement Areas: Compact the upper six inches (6") of fill in pavement areas to a minimum degree of compaction of ninety-five percent (95%).
- 2.3.17 Grading
- 2.3.17.1 General: Except as otherwise directed by the Landscape Architect or Engineer, perform all rough and finish grading to attain the elevations shown on the drawings.
- 2.3.17.2 Grading Tolerances:
- Rough Grade - Paved Areas - Plus or minus 0.1 foot
- Finish Grade - Paved Areas - See Section 2.9
- 2.3.17.3 Treatment After Completion of Grading:
- After grading is completed and the Architect or Owner's representative has finished his inspection, permit no further excavating, filling or grading except with the approval of and inspection of the Architect or Owner's representative.
- Use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.
- 2.3.18 Trenching
- 2.3.18.1 General: Perform all trenching required for the installation of items where the trenching is not specifically described in other sections of these specifications.
- Make all trenches open vertical construction with sufficient width to provide free working space at both sides of the trench and around the installed item as required for caulking, joining, backfilling and compacting.

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- 2.3.18.2 Depth: Trench as required to provide the elevation shown on the drawings.
- 2.3.18.3 Correction of Faulty Grades: Where trench excavation is inadvertently carried below proper elevations, backfill with material approved by the Architect or Owner's representative and then compact to provide a firm and unyielding subgrade and/or foundation to the approval of Architect or Owner's representative and at no additional cost to the Owner.
- 2.3.18.4 Grading and Stockpiling Trenched Material:
- Control the stockpiling of trenched material in a manner to prevent water running into the excavation. Do not obstruct surface drainage, but provide means whereby storm and waste waters are diverted into existing gutters, other surface drains, or temporary drains.

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2.4 Soil and Erosion Control

2.4.1 Description: The following are standards for soil and erosion control to be observed during the course of the work.

All bypass channels, devices and coffer dams must be constructed so that channel flows will not cause erosion of excavated material. In each case a sedimentation basin must be constructed so as to allow some of the sediment to settle prior to the downstream outlet of the project area.

Pumps may be used as bypass devices but in no case will the water be diverted outside the project limit.

During the construction, the Contractor shall insure that all manholes will have frames and grates grouped in place and shall be adjusted to such an elevation as to prevent inflow and infiltration of sediment. Infiltration and inflow will be prevented from entering sanitary sewer or water valve manholes.

No sanitary, storm or water main lines including house services shall be left unplugged at the ends unless under active construction. All lines in the process of active construction shall be plugged by means of sandbags, inflatable devices or mechanical plugs.

Earth movement or construction on a project segment where there is no storm sewer shall have at least one area provided for the collection of storm water and sediment within the confines of the area. This area may be made by excavation or berming and shall be of nominal size to contain the nominal storm water runoff of the area. An emergency overflow may be provided, provided there is a means to retain sediment and other floating or suspended objects. Exhibit A, Erosion Control Practices, excerpted from the Illinois Department of Transportation Bureau of Design Soils Manual shall be used as a guideline for procedures in the Erosion Control Program.

2.5 Erosion Control Blanket

2.5.1 General

2.5.1.1 Work includes: The contractor shall use erosion control blankets on all disturbed areas and perform all related work as shown and specified.

2.5.2 Materials

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2.5.2.1 Erosion Control Blanket: Erosion control blanket shall be item DS75 straw single net blanket as manufactured by North American Green and available through Eco-Tex (847) 882-4595 or approved equal.

2.5.2.2 Topsoil:

Topsoil will be graded to within one inch (1") of finished grade. Final grading, furnishing and placing of additional topsoil, seeding or sodding shall be done under this section. Topsoil removed and stockpiled before excavation began may be used provided it is free from hard lumps, plants and their roots, gravel, cinders, stones over one-half inch (1/2") in any dimension, and other undesirable material.

Imported topsoil, if required, shall consist of fertile friable natural loam, containing a liberal amount of humus and shall be subject to inspection and approval at the source of supply. It shall be free of admixtures of subsoil and free of crab grass roots, obnoxious weed seeds, stones, lumps, plants or their roots, sticks and other extraneous matter, and shall not be used for planting operations while in a frozen or muddy condition. The topsoil shall be neither excessively acid nor excessively alkaline harmful to the growth of grass. If there is any question regarding the suitability of the imported topsoil, the Architect or Owner's representative may require the Contractor to have representative samples of the topsoil tested at an appropriate testing station at no cost to the Owner.

Provide all necessary maintenance of established subgrades from time of acceptance of same. Finish grade is established final grade shown on drawings. Grades not otherwise indicated shall be uniform levels or slopes between points where elevations are given or between such points and existing finished grades.

Stockpile surplus topsoil on premises where directed, in neat pile.

2.5.3 Installation

2.5.3.1 Planting Season and Preparation

Erosion control blanket may be laid between April 1 and June 30, and August 15 and October 15, unless otherwise approved. Preparation for erosion control blanket may begin prior to specified planting season or dates may be changed subject to approval. During period of excessive drought, excessive moisture, or other conditions such as freezing of surfaces, stop work and resume work only when desired results are likely to be obtained. After the fine grading and topsoiling is complete and ready, till the soil to depth of two inches (2") by disc, drag, harrow or

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other approved method to provide bond for the topsoil and subsequent erosion control blanket. Hand rake surfaces until smooth and friable.

Deliver, stockpile or spread topsoil to all areas of the site to avoid trucking across finished walks which may later be constructed. Spread, rake, compact topsoil and otherwise manipulate it to shape and contour indicated. After settlement, smooth draining grades as indicated. Adjust previously constructed grades as required to conform to grades indicated. Round top and bottom of slopes to minimum four feet zero inches (4'-0") radius. Topsoil which has been compacted during the grading operation shall be cultivated and tilled until it is of a uniformly friable condition. Cultivation by rototiller or similar equipment shall be required to a depth of at least two inches (2"). Maintain surfaces to indicated finish grades. Deposit whatever additional topsoil may be required to take care of any settlement or erosion up to date of acceptance. Rake surfaces upon which additional topsoil is to be deposited or otherwise satisfactorily prepare subgrade to insure proper bond of topsoil. Remove stones, roots, rubbish and other deleterious material from topsoil.

2.5.3.2

Erosion Control Blanket Location: Place erosion control blanket over all graded areas shown within the construction limits and restore all other grass areas disturbed by activities directly related to this project unless specifically noted on all ground surfaces where indicated on drawings and by owner in field.

Cooperation: Wherever any part of work herein must be executed in conjunction with construction of other work, cooperate and arrange schedule or procedure that will permit execution of such other work as specified.

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Division Three - Concrete

3.0 Related Work Described Elsewhere

3.0.1 Any and all requirements of Division 1, General Requirements, which shall hereby become a part of this division of the specifications. Where an inconsistency exists between this division and the general requirements, the wording and intent in this division shall take precedence.

3.0.2 Work included: Provide all cast-in-place concrete, complete, in place, as indicated on the drawings, specified herein, and needed for a complete and proper installation.

3.1 Quality Assurance

3.1.1 Comply with standards specified in the section as listed in Section 1.18.

3.1.2 In case of conflict between the referenced standards, the more stringent requirements shall govern.

3.1.3 Prior to all work under this section, notify Architect or Owner's representative and provide sufficient material so that testing can be performed by the Owner.

3.2 Product Handling

3.2.1 Protection: Use all means necessary to protect the materials of this section, before, during, and after installation and to protect the work and materials of all other trades.

3.2.2 Replacement: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect or Owner's representative at no additional cost to the Owner.

3.3 Materials

3.3.1 Cement

3.3.1.1 General

All Portland cement shall conform to the requirements of ASTM C150, except that 28 day test strength shall be a minimum of 5,000 psi. Minimum percent of entrained air shall be five (5) and maximum percent of entrained air shall be seven (7). Maximum allowable water cement ration (gallon per sack of cement) shall be six (6) and maximum design slump or consistency as measured according

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to ASTM C143 shall be four inches (4").

- 3.3.1.1.2 Cement to be used in construction at or below grade shall comply with the requirements of Type II or IIA, sulphate resistant.
- 3.3.1.1.3 All concrete shall be mixed on site and shall conform to the current issue of the A.S.T.M. specifications, copies of which may be obtained from the American Society of Testing Materials, 1916 Race Street, Philadelphia 3, Pennsylvania.
- 3.3.1.1.4 All concrete shall be ready-mixed and chute distributed.
- 3.3.1.1.5 Test cylinders from each concrete batch shall be supplied to the Owner with attached tags indicating the date and time of each batch placement and the approximate location of same, if requested.
- 3.3.1.1.6 Each test cylinder shall be filled to the top and vibrated to ensure complete settling either by a mechanical vibrator or by hand using a metal reinforcement bar by plunging the bar into the concrete maximum of twenty-five (25) strokes.
- 3.3.1.1.7 Concrete test cylinders shall be set aside for the Owner. If requested.
- 3.3.1.1.8 Water shall be clean and free from deleterious amounts of acid, oils, alkalines or organic materials and shall be fit for human consumption.
- 3.3.1.1.9 Cement shall be one grade of Portland Cement and shall conform to A.S.T.M.C. 150-53 Type-1, C150-52, C205-62T, C340-62T.
- 3.3.2 Aggregates
- 3.3.2.1 General: All aggregates shall conform to requirements of ASTM C-33.
- 3.3.2.2 Course Aggregates: Course aggregate shall comply with ASTM C-33, size 57.
- 3.3.2.3 Aggregate Sources: Provide aggregates from one source of supply once.
- 3.3.2.4 Aggregate of sand, gravel, crushed stone or other approved aggregate must be washed and screened materials and shall conform to A.S.T.M. Standard Specifications C-33 52T. All aggregates shall be obtained from the same source of supply and may be subject to Owner's approval.

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- 3.3.2.5 Concrete shall be mixed and placed only when the temperature is at least 40 degrees F. and rising unless permission is obtained from the Architect. When the temperature of the surrounding air is below 40 degrees F., concrete shall have a temperature between 60 degrees F. and 90 degrees F. when placed. Maintain concrete at a temperature of at least 50 degrees F. for five (5) days after placing when regular Portland Cement is used, 24 hours when high early strength concrete is used. Method of heating materials and protecting concrete shall be approved by Architect. Erect temporary enclosures, if required during the curing stage.
- 3.3.2.6 Aggregate Sizes
- 3.3.2.6.1 Maximum aggregate size shall be no larger than one-fifth (1/5) of the narrowest dimension between sides of forms, one-third (1/3) of the depth of slabs, nor three-fourths (3/4) of the minimum clear spacing between individual reinforcing bars or bundles of bars.
- 3.3.2.6.2 Stockpile the aggregates in a manner to protect from contamination.
- 3.3.2.6.3 Water: Water used as an ingredient in concrete shall be clean, potable, and free from injurious amounts of foreign matter.
- 3.3.3 Concrete Admixtures
- 3.3.3.1 Air Entraining Admixtures
- 3.3.3.1.1 Conform to ASTM C260. No other admixture unless required by the drawings and specifications shall be used without approval. When used, these admixtures shall conform to ASTM C494.
- 3.3.4 Curing Materials
- 3.3.4.1 Liquid curing and sealing compounds shall conform to ASTM C309, Type I.
- 3.3.5 Other Materials
- 3.3.5.1 Preformed expansion joint filler material shall be bituminous fiber type conforming to ASTM D 1751.
- 3.3.5.2 Waterstops shall be extruded form new stock polyvinyl chloride, ribbed, with expandable center bulb. The minimum width shall be six inches (6") and minimum thickness shall be 0.25 inches.

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3.3.6.2 Batching, Mixing and Delivery Equipment: Use transit-mixed concrete from approved batching and mixing plant. Batch, mix and transport concrete to site in accordance with provisions of ASTM C 94.

3.4 Installation

3.4.1 Concrete Formwork

3.4.1.1 All concrete formwork shall be the responsibility of the Contractor.

3.4.1.2 All concrete to be used as a base for the play equipment footings or site amenities footings shall be formed using one and one-half inch (1-1/2") thick wood forms, which are staked at two feet zero inches (2'-0") on center.

3.4.1.3 All footing forms shall be wood unless otherwise specifically approved by the Landscape Architect.

3.4.2 Delivery

3.4.2.1 The concrete shall be discharged into the forms within 1.5 hours after the introduction of water to the cement. When the temperature of the concrete is 85 degrees F. or above the time between the introduction of water to the cement and complete discharge of the concrete into the forms shall not exceed forty-five (45) minutes.

3.4.2.2 Concrete delivered shall have the following maximum and minimum temperatures:

<u>Outside Air Temperature</u>	<u>Minimum Concrete Temperature</u>	<u>Maximum Concrete Temperature</u>
45 degrees F. & above	45 degrees F.	90 degrees F.
40 to 45 degrees F.	60 degrees F.	90 degrees F.
0 to 30 degrees F.	65 degrees F.	90 degrees F.
Below 0 degrees F.	70 degrees F.	90 degrees F.

3.4.2.3 When either water or aggregates are heated above 100 degrees F., they shall be combined first in the mixer before the cement is added to obtain a temperature not to exceed 80 degrees F. for the aggregate and water mixture.

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- 3.4.2.4 Ice may be used as a part or all of the mixing water on a pound of ice replacing a pound of water basis. However, the ice must be crushed or shaved to assure complete melting of the ice by the time the mixing is completed.
- 3.4.3 Concrete Placement
- 3.4.3.1 General: Place concrete in compliance with practices and recommendations of ACI 304, and as herein specified.
- 3.4.3.2 Procedures
- 3.4.3.2.1 Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section.
- 3.4.3.2.2 If a section cannot be placed continuously, provided construction joints as herein specified.
- 3.4.3.2.3 Perform concrete placing at such a rate that concrete which is being integrated with fresh concrete is still plastic.
- 3.4.3.2.4 Deposit concrete as nearly as practicable in its final location to avoid segregation due to rehandling and flowing.
- 3.4.3.2.5 Do not subject concrete to any procedure which will cause segregation.
- 3.4.3.2.6 Screed concrete which is to receive other construction to the proper level to avoid excessive skimming and grouting.
- 3.4.3.2.7 Do not use concrete which becomes nonplastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials.
- 3.4.3.2.8 Remove rejected concrete from the site and dispose of it in a location approved for that purpose.
- 3.4.3.3 Concrete Conveying
- 3.4.3.3.1 Handle concrete from the point of delivery and transfer to the concrete conveying equipment, and to the locations of final deposit, as rapidly as practical and by methods which will prevent segregation and loss of concrete mix materials.

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- 3.4.3.3.2 Provide runways for wheeled concrete conveying equipment from the concrete delivery point to the location of final deposit.
- 3.4.3.3.3 Keep interior surfaces of conveying equipment, including chutes and tremies, free from hardened concrete, water and other deleterious materials.
- 3.4.3.3.4 Pumps may be used if they can pump the mix designed. Do not add fine aggregate or water to the mix to satisfy needs of a pumping device.
- 3.4.3.3.5 Use chutes or tremies for placing concrete where a drop or more than seventy-two inches (72") is required.
- 3.4.3.4 Cold Weather Placing: Comply with ACI 306 to protect all concrete work from physical damage and reduced strength which would be caused by frost, freezing actions or low temperatures.
- 3.4.3.5 Hot Weather Placing
 - 3.4.3.5.1 When hot weather conditions exist which would seriously impair the quality and strength of concrete, place the concrete as follows:
 - 3.4.3.5.2 Maintain concrete temperature at time of placement below 90 degrees F. Use chilled mixing water or chopped ice to control concrete temperature, provided the water equivalent of the ice is calculated to the total amount of water.
 - 3.4.3.5.3 Cover reinforcing steel with water-soaked burlap if the steel becomes too hot. Steel temperature shall not exceed the ambient air temperature immediately prior to placement of concrete.
 - 3.4.3.5.4 Wet forms thoroughly prior to placement of concrete.
 - 3.4.3.5.5 Use set-control admixtures in the mix.
- 3.4.4 Consolidation
 - 3.4.4.1 General
 - 3.4.4.1.1 Consolidate all concrete in accordance with provisions of ACI 309.

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3.4.4.1.2 Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by hand-spading, rodding or tamping.

3.4.4.1.3 Do not use vibrators to transport concrete inside the forms.

3.4.4.1.4 During all phases of operation, maintain a frequency of not less than 10,000 vibrations per minute per internal vibrator.

3.4.4.1.5 Do not vibrate forms of reinforcement.

3.4.4.2 Equipment

3.4.4.2.1 Provide adequate number of units and power source at all times. Maintain spare units on hand to ensure adequacy.

3.4.4.3 Procedures

3.4.4.3.1 Limit duration of vibration to time necessary to produce satisfactory consolidation without causing segregation of aggregates.

3.4.4.3.2 Insert the vibrator so as to penetrate the lift immediately below the one being placed, and manipulate to blend the two lifts.

3.4.4.3.3 Do not insert the vibrator into lower courses which have begun to set.

3.4.4.3.4 Use the vibrator to melt down the concrete as it is being placed, and use the vibrator to consolidate the mass of concrete.

3.4.4.3.5 In the case of wall construction, assign at least one vibrator and vibrator-operator to melting down the mix, and assign at least one other vibrator and vibrator-operator to consolidating the mass of concrete.

3.4.4.3.6 Under no circumstances shall the points of insertion during the consolidation phase be more than eighteen inches (18") apart.

3.4.4.4 Vibrating

All concrete for this work shall be well vibrated by experienced operators with internal type vibrators delivering a minimum of 3600 impulses per minute. Vibrating shall be done at the rate of 15 to 20 seconds per square foot of surface.

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All concrete shall be hand-placed to its final location. Extreme care shall be taken to ensure that concrete does not splash on any existing work.

3.4.5

Joints

3.4.5.1

Construction Joints

3.4.5.1.2

Provide keyways, sized per plans, in all construction joints in walks, slabs and between footings and walls.

3.4.6

Concrete Finishing

3.4.6.1

Finish of Formed Surfaces

3.4.6.1.1

Rough Form Finish: Provide as-cast rough form finish to formed concrete surfaces that are to be concealed in the finish work, by any other construction or under earth fills.

Standard rough form finish shall be the concrete surface having the texture imparted by the form facing material used, with tie holes and defective areas repaired and patched, and all fins and other projections exceeding one-quarter inch (1/4") in height rubbed down or chipped off.

3.4.6.1.2

Smooth Form Finish: Provide as-cast smooth form finish for formed concrete surfaces that are to be exposed to view. Grind and patch all surfaces so that no hole or fin is greater than one-eighth inch (1/8"). Rub smooth with cement mortar mix and leave surface void of sand particles. Do not brush on mortar mix; use burlap for final cleaning. All grinding and finishing shall be carried twelve inches (12") below the ground surface.

Produce smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging them orderly and symmetrically with a minimum of seams.

Repair and patch defective areas with all fins and other projections completely removed and smoothed.

3.4.6.1.3

Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a smooth troweled finish.

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3.4.6.1.4 Trowel Finish: Apply trowel finish to top surfaces of curbs that are to be exposed to view, unless otherwise shown.

Grind smooth those surface defects which have been damaged during removal of forms.

3.4.6.1.5 Broom Finish: Apply light broom finish to shelter slab and baseball backstop aprons.

3.4.7 Damaged or Defective Concrete

Damaged or defective concrete resulting from the Contractor's operation at any time before completion and acceptance of the work shall be removed/replaced by the Contractor with acceptable concrete at no cost to the Owner.

3.4.9 Leveling Grout

3.4.9.1 Including setting plates. "Embeco" non-shrink grout as manufactured by Master Builder Company and used according to manufacturer's recommendations.

3.4.10 Concrete Sealer

3.4.10.1 Cleaning. Before sealing new concrete, the Contractor shall remove all forms, shall sweep concrete and remove any spills or other materials which might cause improper application.

3.4.10.2 Sealer and Application. Seal all new concrete with "Evco Floor Coat" (chlorinated rubber). Apply according to manufacturer's instructions.

3.4.11 Protection of Concrete

3.4.11.1 Concrete shall be protected from hazards which might mar the finish of the concrete. The Contractor shall protect the concrete from foot traffic, vehicle traffic, rainfall, falling objects, vandalism and any other hazards. All concrete marred by any hazard shall be replaced with no additional compensation for the replacement or removal of the concrete. If the Owner desires, an adjustment may be made in the contract price to accept marred concrete. The replacement or adjustment shall be at the option of the Owner. Comply with the specified standards for details and methods of reinforcement placement and supports, and as herein specified.

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3.5

Mortar Mix

Mortar shall be one part Portland Cement, 1/4 to 1-1/4 parts lime, and sand equal to between 2-1/4 and 3 times the amount of cementitious material (cement plus lime) all measured by volume, plus an integral type waterproofer. If a waterproof Portland Cement is used, the integral type waterproofer shall be omitted. For interior panels, the waterproofer shall be omitted. Admixtures in the form of setting accelerators and anti-freeze compounds shall not be used.

Any combinations of the above mortar mixes will fall within Types A-1, A-Z, or B Mortar as recommended by the "American Standard Building Code Requirements for Masonry," and approved by the American Standards Association as American Standard A41.1 (as revised).

A mortar prepared from masonry cement meeting requirements of ASTM C91, Type II, incorporating a metallic-stearate-type waterproofer and mixed to the manufacturer's recommendation is an acceptable alternative.

Mixing the mortar shall be mixed to a consistency as stiff as will permit good working and shall be drier than mortar for ordinary brickwork. Retempering the mortar after it has taken its initial set shall not be permitted.

Portland Cement shall be Type 1 conforming to the Standard Specifications for Portland Cement, ASTM Designation C150. If Waterproof Portland Cement is used, it shall be of a type as specified by the Architect. If desired, a waterproof high early-strength Portland Cement may be used.

Lime shall be high-calcium lime, or a pressure-hydrated dolomitic lime provided that not less than 92% of all the active ingredients are completely hydrated, conforming to ASTM C207, Type S.

Sand shall conform with the Standard Specifications for Aggregate for Masonry Mortar, ASTM Designation C144 for thin joints.

Integral type waterproofer metallic-stearate-type; Hydracide Power by Sonneborn Contech, Omicron Mortarproofing by Master Builders Company or equal.

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3.6 Clean-Up

It shall be the Contractor's responsibility to see that no mortar droppings occur or those that occur are cleaned up immediately. All surfaces of all masonry shall be clean and shall be subject to Owner's approval before final acceptance.

3.7 Posts - Concrete Footings

The contractor shall provide all materials and labor for the installation of areas 1 & 4 fencing and gates. All proposed footings shall be forty-two inch (42") by twelve inch (12").

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Division 5 - Metals

5.0 Related Work Described Elsewhere

5.0.1 Any and all requirements of Division 1, General Requirements, which shall hereby become a part of this division of the specifications. Where an inconsistency exists between this division and the general requirements, the wording and intent in this division shall take precedence.

5.1 Fencing/Gates

The contractor shall furnish and install Patriot Ornamental Welded Wire Fencing, Gates and Fencing Sections or approved equal.

5.1.1 Part 1 – General:

Section includes:

- A. Decorative welded wire fencing, gates, and accessories.

System Description:

- A. The manufacturer shall supply a total ornamental welded wire fence system of the style, strength, size, and color defined herein. The system shall include all components as required, and shall be fabricated, coated, and assembled in the United States.

Quality Assurance:

- A. The contractor shall provide laborers and supervisors who are familiar with the type of construction involved, and the materials and techniques specified.
- B. Manufacturer of fence system must have ten (10) years of documented experience in manufacturing the products specified in this section.

References:

- A. ASTM A525 - Specification for General Requirements for Steel Sheet, Zinc-coated (Galvanized) by the Hot-Dip Process
- B. ASTM A641 – Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
- C. ASTM A185 – Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- D. ASTM B117 – Practice for Operating Salt Spray (Fog) Apparatus

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- E. ASTM D2247 – Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity

Submittals:

- A. Manufacturer’s submittal package shall be provided prior to installation.
- B. Changes in specification may not be made after the bid date.
- C. Samples of assembled materials, components, hardware, accessories, and/or colors, if requested.

Product Delivery, Storage and Handling:

- A. Upon receipt, materials should be checked for damage that may have occurred in shipping to the job site.
- B. Each package shall bear the name of the manufacturer.
- C. Store products in manufacturer’s unopened packaging.
- D. Store materials in a secure and dry area to protect against damage, weather, vandalism, and theft.
- E. Transport, handle and store products with care to protect against damage before installation.

5.1.2

Part 2 – Products:

Manufacturer:

- A. The fencing system shall be Patriot Ornamental Wire Fence as manufactured by Jerith Manufacturing LLC., 14400 McNulty Road, Philadelphia, PA 19154. Telephone: 800-344-2242; Fax: 215-676-9756; email: sales@jerith.com. or Approved Equal.
- B. Nominal fence height shall be 48 inches.
- C. Color shall be Black.

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Materials:

- A. Structural Components: All posts and rails used in the fence system shall be manufactured from coil steel having a minimum yield strength of 55,000 psi. The steel shall be galvanized to meet the requirements of ASTM A525 with a zinc coating weight of 0.60-1.0 ounces per square foot.
- B. Infill: Section infill wires shall be steel with a minimum yield strength of 50,000 psi. The steel shall be galvanized to meet the designation of “regular coating” in accordance with requirements of ASTM A641.

Finish:

- A. Pretreatment: A five stage non-chrome pretreatment shall be applied. The final stage shall be a dry-in-place activator which produces a uniform chemical conversion coating for superior adhesion.
- B. Coating: Fence materials shall be coated with a TGIC polyester powder-coat finish system. Epoxy powder coatings, baked enamel or acrylic paint finishes are not acceptable. The finish shall have a cured film thickness of at least 2.0 mils.
- C. Tests: The cured finish shall meet the following requirements:
 - 1. Humidity resistance of 1,000 hours using ASTM D2247.
 - 2. Salt-spray resistance of 1,000 hours using ASTM B117.
 - 3. Outdoor weathering shall show no adhesion loss, checking or crazing, with only slight fade and chalk when exposed for 3 years in Florida facing south at a 45 degree angle.

Fabrication:

- A. Fence Sections shall be manufactured with 1” square x 18 gauge (.049”) tubing welded every 12” to the top and bottom of welded wire panels. Welded wire panels shall be comprised of 4 (.225”) gauge (Washburn & Moen Standard) vertical wires and 6 (.192”) gauge horizontal wires. 4 gauge vertical wires shall be placed 3½” on center. 6 gauge vertical wires shall be placed 1¾” on center. Horizontal wires shall be 6 gauge and spaced to provide style differences but no further apart than would allow substantial rigidity of vertical wires. Horizontal and vertical wires shall be assembled by automatic machines or other suitable mechanical means that will ensure accurate spacing and alignment of all members of the finished fabric. The wires shall be connected at every intersection by electric resistance welding in accordance with all requirements in ASTM A185. Sections shall be capable of supporting a 550 lb. load applied vertically at midspan and a concentrated load of 225 lbs. applied horizontally at midspan without permanent deformation. (Color: Black)

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- B. Posts shall be 2½” square x 12 (.105”)gauge steel tubing. Posts shall be spaced according to the construction drawings. Steel rail ends shall be screwed to terminal posts to receive the 1” square top and bottom rails. The rails shall be secured to the rail ends by stainless steel screws. Steel caps shall be provided with all posts. (Color: Black)

- C. Residential and light commercial grade gates shall be assembled using gate uprights with 1” outside cross-section dimensions having 7/8” tubes welded to them. A Fence Section shall then be cut to size and secured to two uprights using stainless steel screws. A 1” x .125” diagonal brace shall be provided, cut to length, cold galvanized, touched up, and screwed into position from the top hinge side to the bottom latch side of the gate. All gates shall support a 300 lb. vertical load on the latch side of the gate without collapsing. (Color: Black)

- D. Heavy duty grade gate frames shall consist of 2” square x .125” wall gate uprights and 1.5” x 1.5” x .125” U-channels for top and bottom members welded at each connection with a 1” x .125” wall diagonal brace welded into place. Infill of matching Fence Section shall be welded into frame. (Color: Black)

Warranty:

- A. The entire fence system shall have a written 8 Year Warranty against rust and defects in workmanship and materials. In addition, the finish shall be warranted not to crack, chip, peel, or blister for the same period.

5.1.3

Part 2 – Execution:

Preparation:

- A. Verify areas to receive fencing are completed to final grades and elevations.

- B. Ensure property lines and legal boundaries are clearly established.

- C. Remove any surface irregularities which may cause interference with the installation of the fence.

Fence Installation:

- A. Install fence in accordance with the manufacturer’s instructions.

- B. Excavate post holes to proper depth to suit local conditions for stability and support of the fence system without disturbing the underlying materials. Excavate deeper as required for adequate

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support in soft and loose soils.

- C. Set fence posts in concrete footers at spacing from inside of post to inside of post per construction drawings.
- D. Center and align posts in holes to required depth. Place concrete around posts and tamp for consolidation. After tamping, check alignment of posts, and make necessary corrections before the concrete hardens.
- E. Insert rail ends into horizontal rails and fasten in place to the posts.

Gate Installation:

- A. Set gate posts plumb and level for gate openings specified in construction drawings.
- B. Install gates to allow full opening without interference after concrete has hardened around gate posts. Adjust hardware for smooth operation. Install one drop rod for double gates.

Accessories:

- A. Install post caps and other accessories to complete fence.

Cleaning:

- A. Contractor shall clean site of debris and excess materials. Post hole excavations shall be scattered uniformly away from posts.
- B. If necessary, clean fence system with mild household detergent and clean water. Excess concrete must be removed from posts and other fencing material before it hardens.

5.2 Entrance Area

This work shall consist of providing and installing twenty-nine linear feet (29 LF) of four foot (4') high fencing and two (2) – five foot (5') gates to the dimensions and locations shown on the construction drawings.

5.3 North Property Line

This work shall consist of providing and installing six (6) sections of four foot (4') high fencing and one (1) – five foot (5') gate to the dimensions and locations shown on the construction drawings.

Park District of Highland Park
2022 Moraine Beach Fence Improvements Project

5.4 South Property Line

This work shall consist of providing and installing ten (10) sections of four foot (4') high fencing and one (1) – five foot (5') gate to the dimensions and locations shown on the construction drawings.

5.5 Barrier Fence

This work shall consist of providing and installing fourteen linear feet and six inches (14'-6" LF) of four foot (4') high fencing to the dimensions and locations shown on the construction drawings.

2022 Moraine Beach Fence Improvements Project



PARK DISTRICT OF HIGHLAND PARK HIGHLAND PARK, ILLINOIS 60035

CONSTRUCTION NOTES

- THE CONSTRUCTION DRAWINGS ARE INTENDED TO BE SCHEMATIC SCOPE DOCUMENTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE, REVIEW THE EXISTING CONDITIONS AND CONSTRUCTION DOCUMENTS COMPLETELY, AND SHALL INCLUDE IN THEIR PROPOSAL ALL WORK NECESSARY TO COMPLETE THE INTENDED RENOVATIONS INDICATED IN THE DOCUMENTS.
- THE CONTRACTOR SHALL CAREFULLY REVIEW ALL OF THE CONSTRUCTION DOCUMENTS FOR LOCATIONS OF PROPOSED WORK THAT MAY TIE INTO EXISTING CONDITIONS, ECT., EXISTING ASPHALT TO REMAIN THAT IS DAMAGED DURING CONSTRUCTION WILL BE REPLACED/REPAIRED AS NECESSARY BY THE CONTRACTOR DOING THE WORK AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEAN UP, RESTORATION, REMOVAL, AND LEGAL DISPOSAL OF ALL CONSTRUCTION DEBRIS, SALVAGED MATERIAL, ECT. FROM THE SITE ON A DAILY BASIS AND AT THE COMPLETION OF THE WORK.

Moraine Park-Beach
2501 Sheridan Road
Highland Park, Il. 60035

SCHEDULE OF DRAWINGS

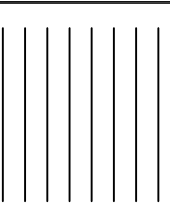
- | | |
|--|-----------------|
| 1. TITLE SHEET | AUGUST 26, 2022 |
| 2. LOCATION MAP/AERIAL MAP | AUGUST 26, 2022 |
| 3. EXISTING SITE PLAN | AUGUST 26, 2022 |
| 4. PROPOSED SITE PLAN | AUGUST 26, 2022 |
| 5. ENTRANCE AREA - LAYOUT PLAN/DETAILS | AUGUST 26, 2022 |
| 6. NORTH PROPERTY LINE - LAYOUT PLAN/DETAILS | AUGUST 26, 2022 |
| 7. SOUTH PROPERTY LINE - LAYOUT PLAN/DETAILS | AUGUST 26, 2022 |
| 8. BARRIER FENCE - LAYOUT PLAN/DETAILS | AUGUST 26, 2022 |

PROJECT TITLE:
2022 Moraine Beach
Fence Improvements Project

DRAWING TITLE:
Title Sheet

DATE:
August 26, 2022

REVISIONS:



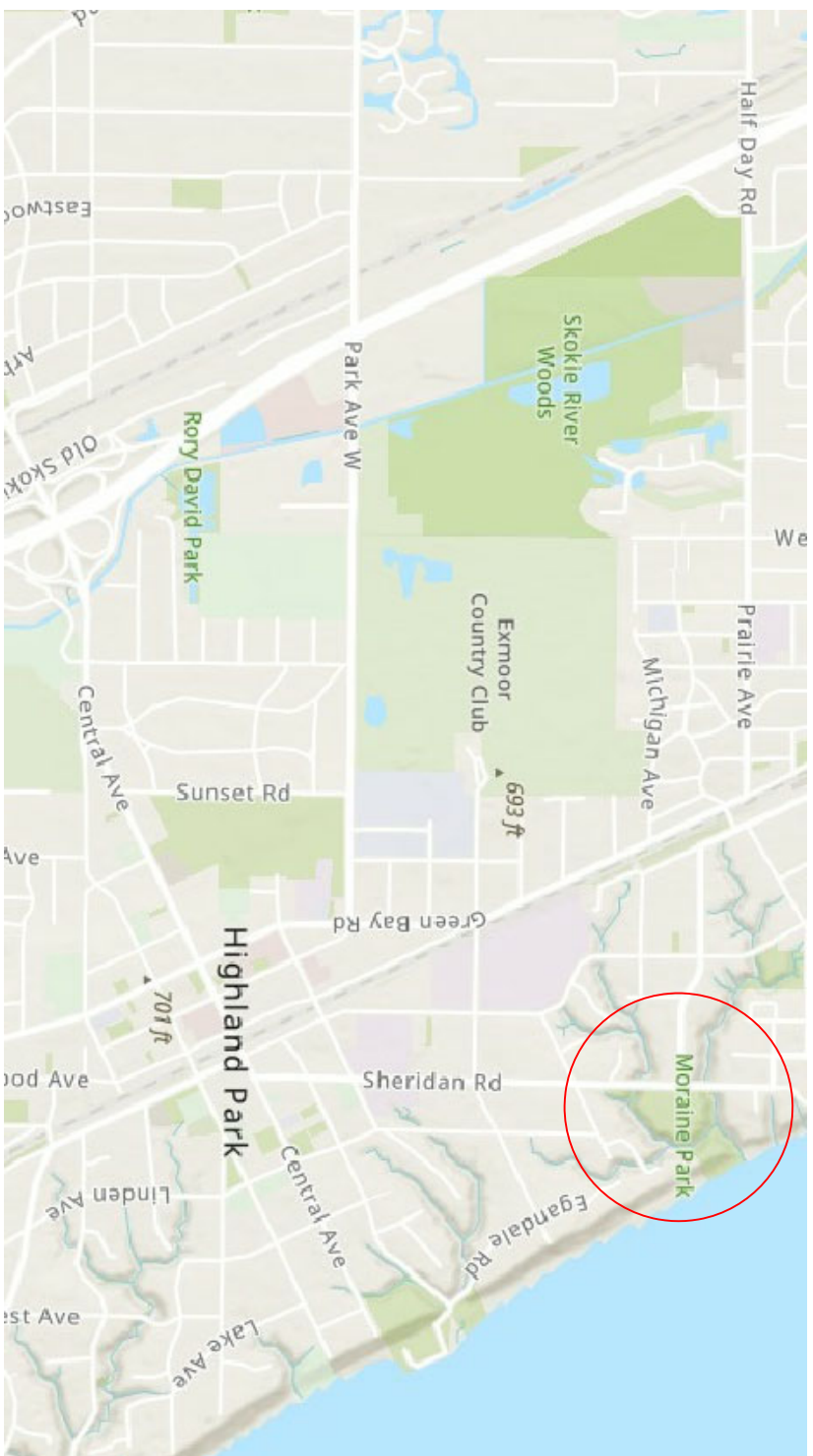
NORTH

SCALE IN FEET

DRAWING NO.
1 of 8



MICHAEL EVANS
LANDSCAPE ARCHITECT
636 RIDGE ROAD
HIGHLAND PARK, IL 60035
847/573-4055



LOCATION MAP



AERIAL MAP



PROJECT TITLE:
2022 Moraine Beach
Fence Improvements Project

DRAWING TITLE:
Location Map/
Aerial Map

DATE:
August 26, 2022

REVISIONS:

NORTH

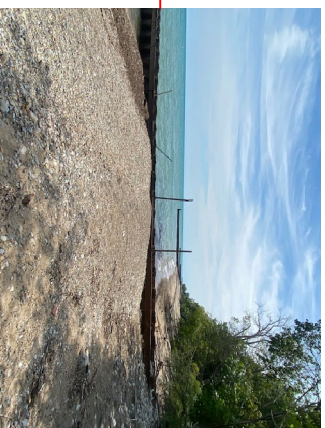
SCALE IN FEET

No Scale

DRAWING NO.
2 of 8



MICHAEL EVANS
LANDSCAPE ARCHITECT
636 RIDGE ROAD
HIGHLAND PARK, IL 60035
847/579-4085



PROJECT TITLE:
2022 Moraine Beach
Fence Improvements Project

DRAWING TITLE:
Existing Site Plan

DATE:
August 26, 2022

REVISIONS:

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SCALE IN FEET
DRAWING NO.
3 of 8



MICHAEL EVANS
LANDSCAPE ARCHITECT
636 RIDGE ROAD
HIGHLAND PARK, IL 60035
847/579-4085

EXISTING SITE PLAN



NORTH

GENERAL NOTES:

- THE PROPOSED SCOPE OF WORK TO INCLUDE: FURNISH AND INSTALLATION OF 4 AREAS OF FENCING TO INCLUDE 139'-6" OF 4' HIGH JERITH PATRIOT 4 GAUGE ORNAMENTAL WIRE FENCE, (4) - 5' WIDE BY 4' HIGH OF JERITH PATRIOT 4 GAUGE ORNAMENTAL WIRE GATES, 2.5" SQUARE BLACK POSTS, AND ALL HARDWARE (SEE SPECIFICATIONS)
- THE CONTRACTOR IS RESPONSIBLE FOR ALL INSTALLATION, LABOR, MATERIALS DELIVERY TO PROJECT SITE (BEACH), DISPOSAL OF DEBRIS OFF SITE LEGALLY, AND TURF RESTORATION.
- EXACT LOCATION OF FENCE AREAS/GATES TO BE DETERMINED IN FIELD BY OWNER.
- ALL PROPOSED STEEL GROUVE FENCE POST SLEEVES TO BE FABRICATED AND INSTALLED BY OTHERS.
- ALL PROPOSED WORK SHALL COMPLY AND BE IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND SPECIFICATIONS.



Fence Area 4
(1) - 14'-6" section



Fence Area 1
(1) - 25' section
(2) - 5' gates with
(2) - 1' wing section per each gate



Fence Area 2
(6) - Sections
(1) - Gate



Fence Area 3
(10) - Sections
(1) - Gate

PROJECT TITLE:
2022 Moraine Beach
Fence Improvements Project

DRAWING TITLE:
Proposed Site Plan

DATE:
August 26, 2022
REVISIONS:

NORTH

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DRAWING NO.
4 of 8

MICHAEL EVANS
LANDSCAPE ARCHITECT
636 RIDGE ROAD
HIGHLAND PARK, IL 60035
847/579-4085

PROPOSED SITE PLAN



GENERAL NOTES:

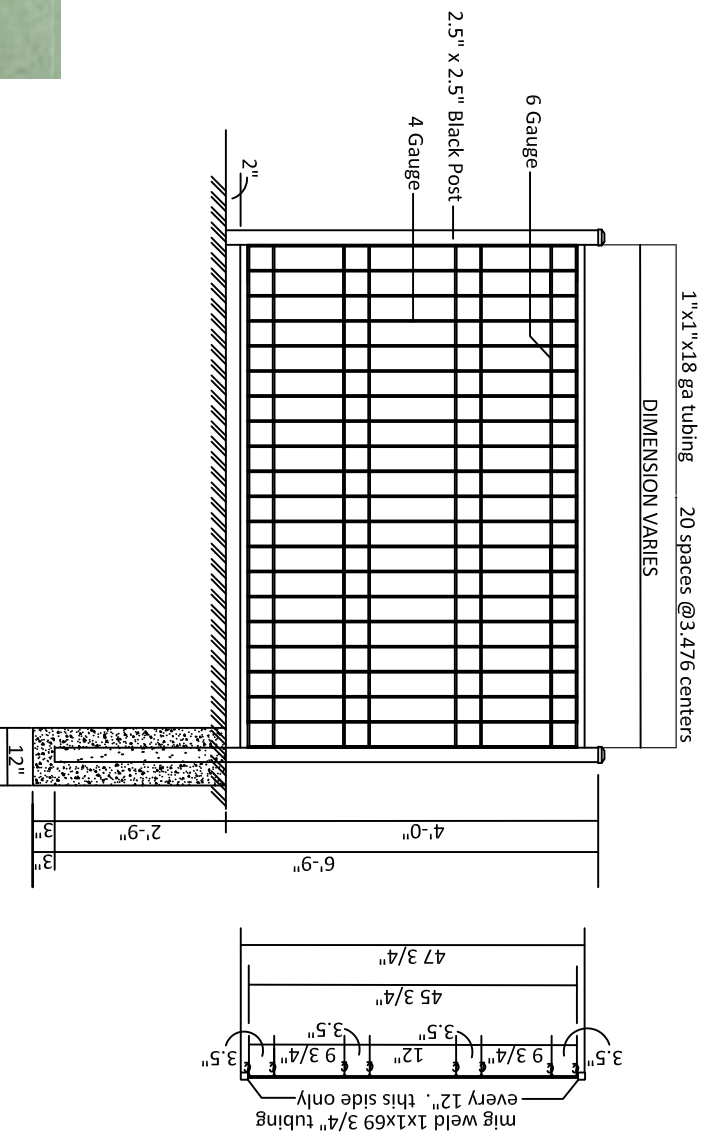
- THE PROPOSED SCOPE OF WORK TO INCLUDE:
 - FURNISH AND INSTALLATION OF ENTRANCE AREA OF FENCING TO INCLUDE 29'-0" OF 4' HIGH JERITH PATRIOT 4 GAUGE ORNAMENTAL WIRE FENCE, (2) - 5' WIDE BY 4' HIGH OF JERITH PATRIOT 4 GAUGE ORNAMENTAL WIRE GATES, 2.5" SQUARE BLACK POSTS, AND ALL HARDWARE (SEE SPECIFICATIONS)
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL INSTALLATION, LABOR, MATERIALS DELIVERY TO PROJECT SITE (BEACH), DISPOSAL OF DEBRIS OFF SITE LEGALLY, AND TURF RESTORATION.
 - EXACT LOCATION OF FENCE AREA/GATES TO BE DETERMINED IN FIELD BY OWNER.
- ALL PROPOSED WORK SHALL COMPLY AND BE IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND SPECIFICATIONS.



Fence Area 1

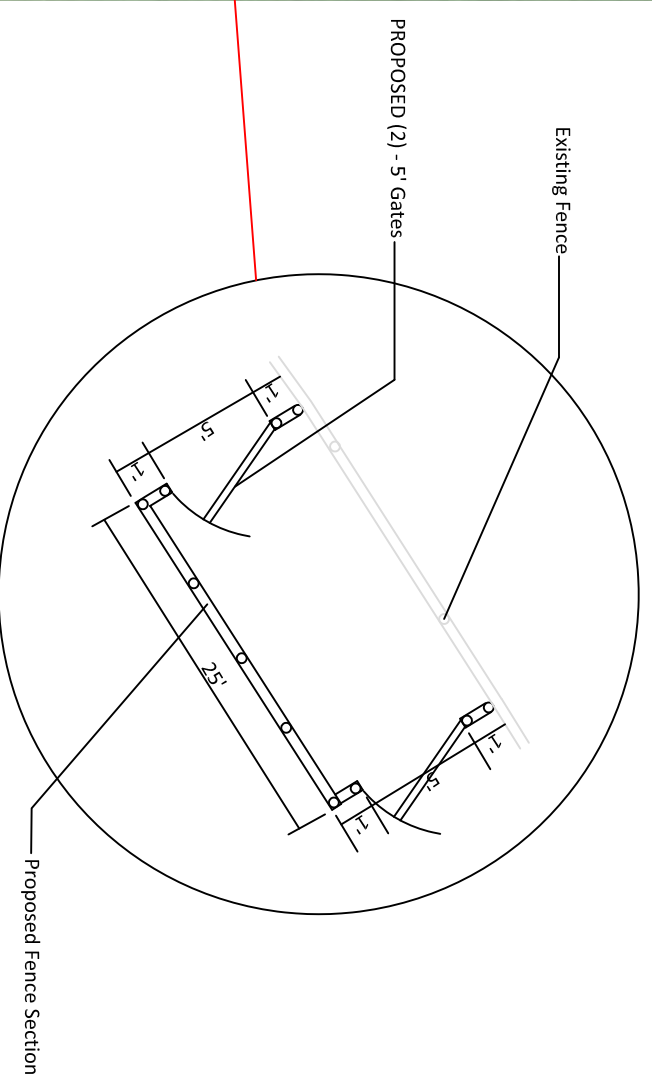
FENCE AREA 1 - ENTRANCE AREA

Proposed Site Plan



ENTRANCE FENCE - SECTION

No Scale



ENTRANCE AREA

Proposed Layout Plan

No Scale



PROJECT TITLE:
**2022 Moraine Beach
Fence Improvements Project**

DRAWING TITLE:
**Entrance Area-
Layout Plans/Details**

DATE:
August 26, 2022

REVISIONS:

NO.	DESCRIPTION

NORTH

SCALE IN FEET

DRAWING NO.
5 of 8

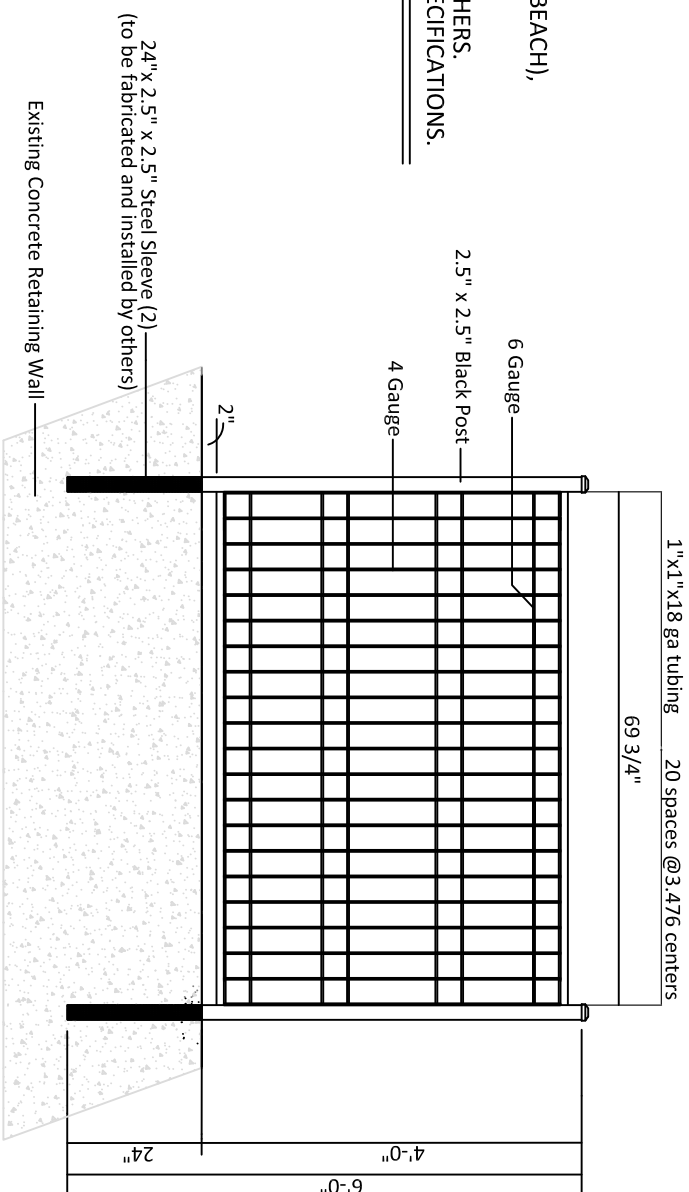


MICHAEL EVANS
LANDSCAPER/ARCHITECT
636 RIDGE ROAD
HIGHLAND PARK, IL 60035
847/579-4085

GENERAL NOTES:

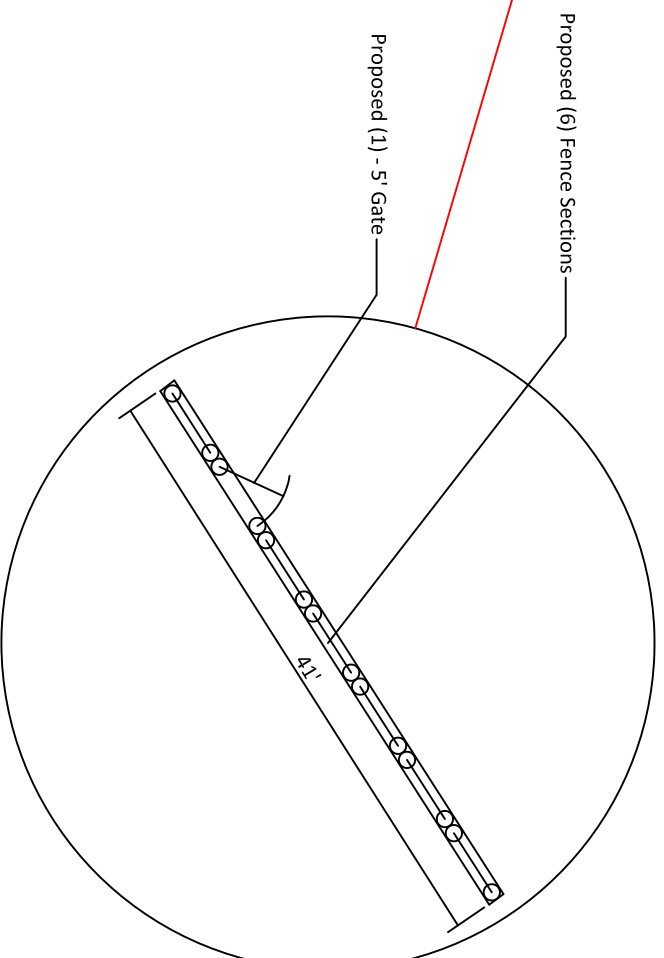
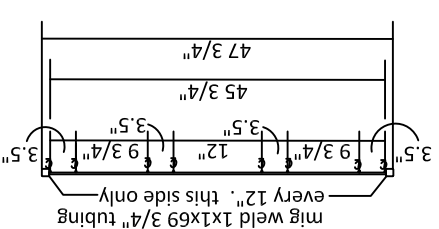
- THE PROPOSED SCOPE OF WORK TO INCLUDE:
 - FURNISH AND INSTALLATION OF NORTH PROPERTY LINE AREA OF FENCING TO INCLUDE (6) SECTIONS (SEE SECTION DETAIL) OF 4' HIGH PATRIOT 4 GAUGE WIRE FENCE, (1) SECTION - 5' WIDE BY 4' HIGH OF PATRIOT 4 GAUGE WIRE GATE, 2.5" SQUARE BLACK POSTS, AND ALL HARDWARE (SEE SPECIFICATIONS)
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL INSTALLATION, LABOR, MATERIALS DELIVERY TO PROJECT SITE (BEACH), DISPOSAL OF DEBRIS OFF SITE LEGALLY, AND TURF RESTORATION.
 - EXACT LOCATION OF FENCE AREAS/GATES TO BE DETERMINED IN FIELD BY OWNER.
 - ALL PROPOSED CONCRETE RETAINING WALL FENCE POST SLEEVES TO BE FABRICATED AND INSTALLED BY OTHERS.
 - ALL PROPOSED WORK SHALL COMPLY AND BE IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND SPECIFICATIONS.

Fence Area 2



NORTH PROPERTY LINE FENCE - SECTION

No Scale



NORTH PROPERTY LINE FENCE

Proposed Layout Plan

No Scale

<p>PROJECT TITLE: 2022 Moraine Beach Fence Improvements Project</p>	<p>DRAWING TITLE: North Property Line - Layout Plans/Details</p>	<p>DATE: August 26, 2022</p> <p>REVISIONS:</p> <table border="1"><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table> <p>NORTH</p>															<p>SCALE IN FEET</p> <p>1" = 10'</p> <p>DRAWING NO. 6 of 8</p>	<p>MICHAEL EVANS LANDSCAPE ARCHITECT 636 RIDGE ROAD HIGHLAND PARK, IL 60035 847/579-4085</p>

FENCE AREA 2 - NORTH PROPERTY LINE

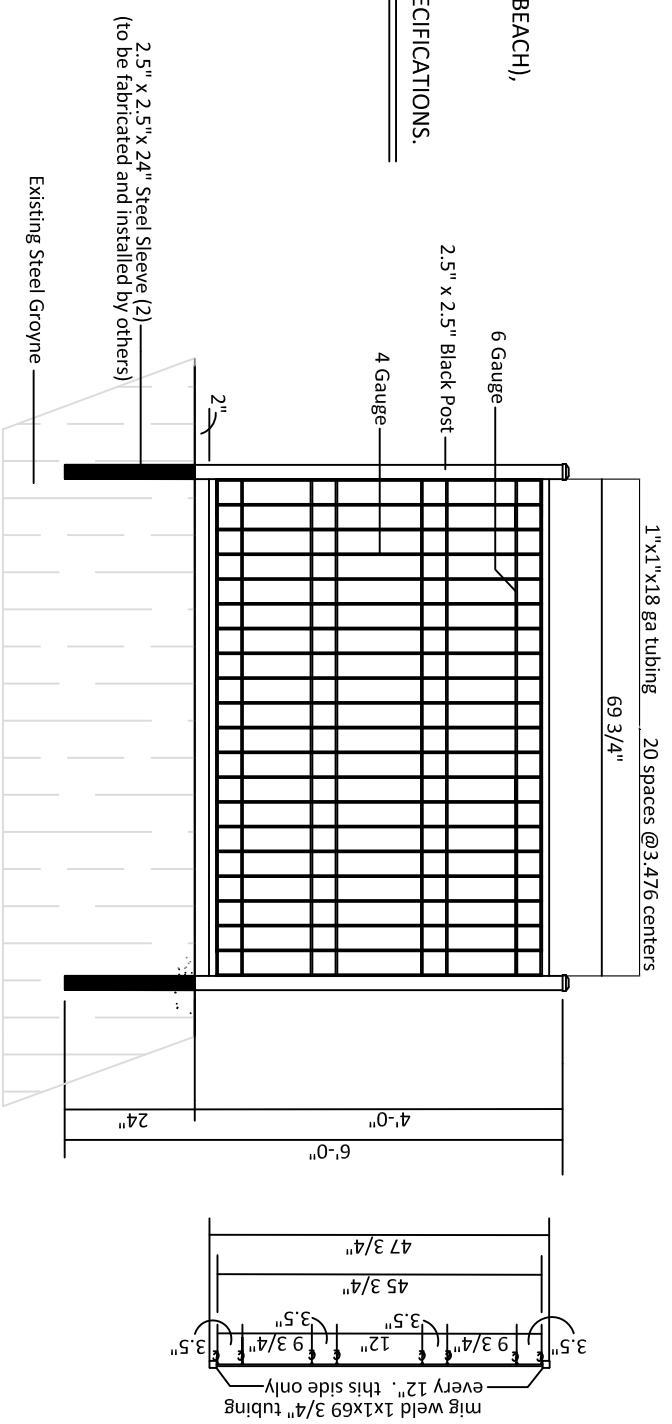
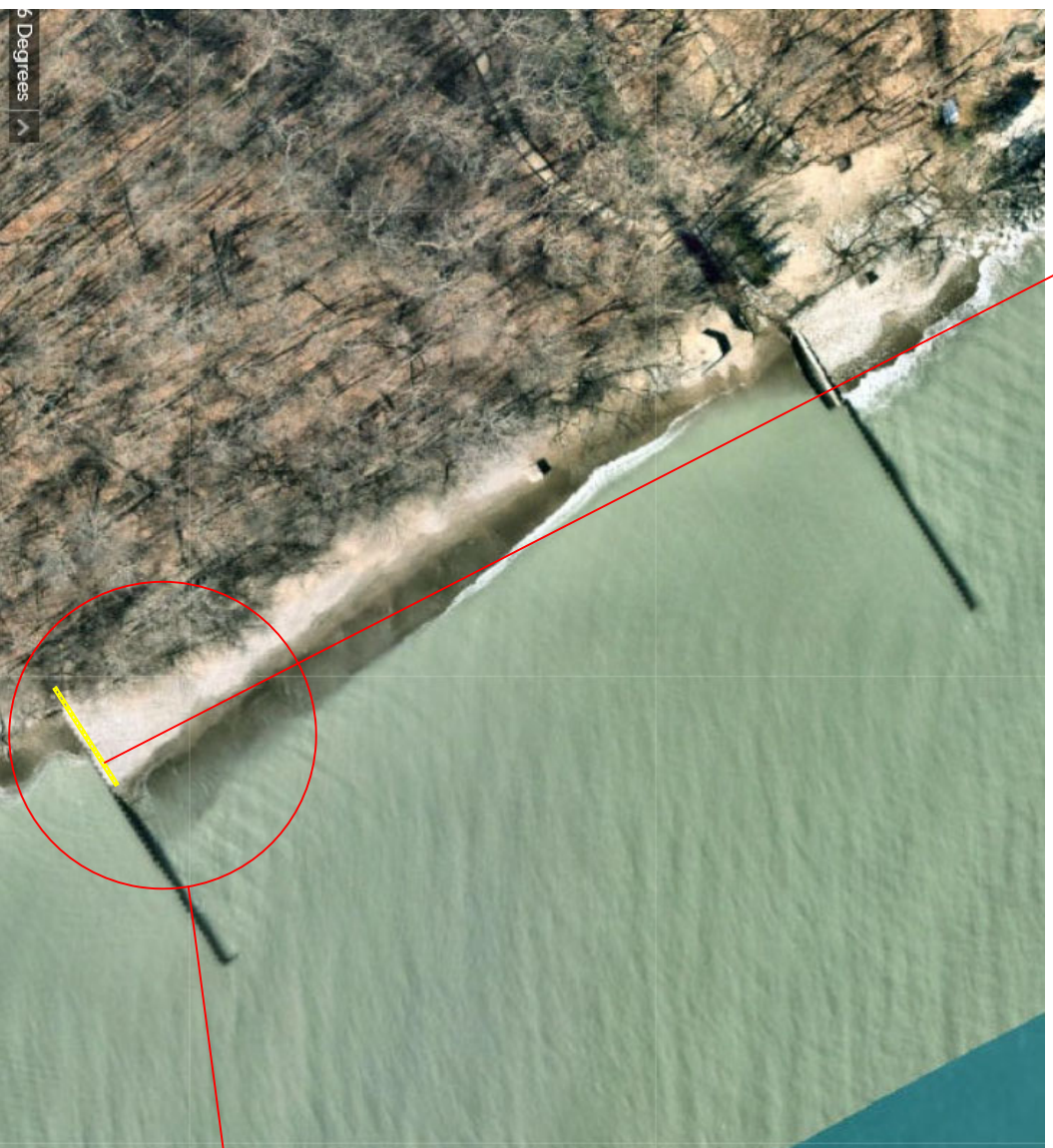
Proposed Site Plan



GENERAL NOTES:

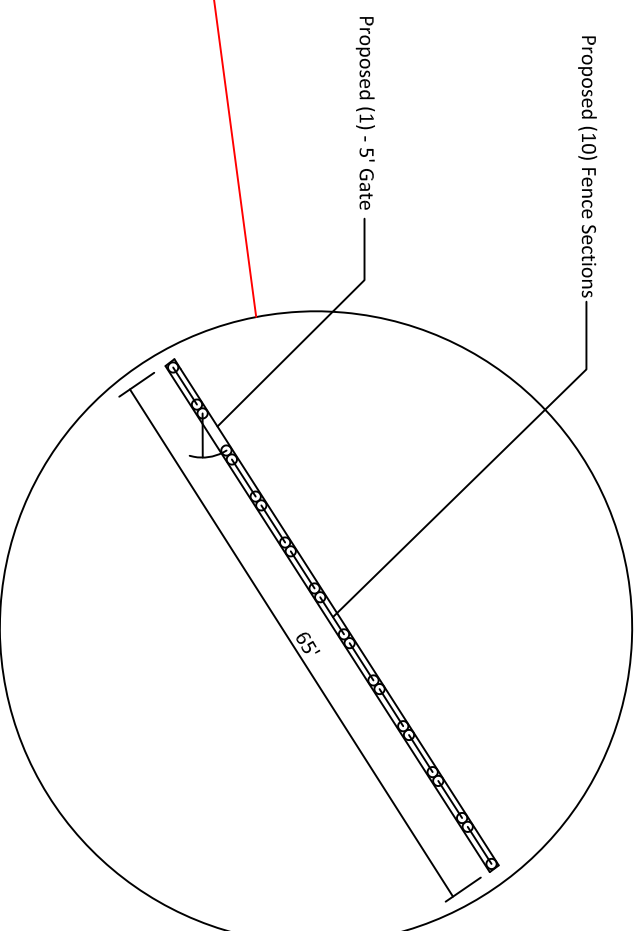
- THE PROPOSED SCOPE OF WORK TO INCLUDE:
FURNISH AND INSTALLATION OF NORTH PROPERTY LINE AREA OF FENCING TO INCLUDE (10) SECTIONS (SEE SECTION DETAIL) OF 4' HIGH PATRIOT 4 GAUGE WIRE FENCE, (1) SECTION - 5' WIDE BY 4' HIGH OF PATRIOT 4 GAUGE WIRE GATE, 2.5" SQUARE BLACK POSTS, AND ALL HARDWARE (SEE SPECIFICATIONS)
- THE CONTRACTOR IS RESPONSIBLE FOR ALL INSTALLATION, LABOR, MATERIALS DELIVERY TO PROJECT SITE (BEACH), DISPOSAL OF DEBRIS OFF SITE LEGALLY, AND TURF RESTORATION.
- EXACT LOCATION OF FENCE AREA/GATE TO BE DETERMINED IN FIELD BY OWNER.
- ALL PROPOSED STEEL GROUYNE FENCE POST SLEEVES TO BE FABRICATED AND INSTALLED BY OTHERS.
- ALL PROPOSED WORK SHALL COMPLY AND BE IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND SPECIFICATIONS.

Fence Area 3



SOUTH PROPERTY LINE FENCE - SECTION

No Scale



SOUTH PROPERTY LINE FENCE

Proposed Layout Plan

No Scale



FENCE AREA 3 - SOUTH PROPERTY LINE

Proposed Site Plan



PROJECT TITLE:
2022 Moraine Beach
Fence Improvements Project

DRAWING TITLE:
South Property Line -
Layout Plans/Details

DATE:
August 26, 2022

REVISIONS:

NORTH

SCALE IN FEET

DRAWING NO.
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MICHAEL EVANS
LANDSCAPE ARCHITECT
658 RIDGE ROAD
ANN ARBOR, MI 48106
847/579-4085

GENERAL NOTES:

- THE PROPOSED SCOPE OF WORK TO INCLUDE 14'-6" OF 4' HIGH JERITH PATRIOT 4 GAUGE ORNAMENTAL FURNISH AND INSTALLATION OF BARRIER FENCE TO INCLUDE 14'-6" OF 4' HIGH JERITH PATRIOT 4 GAUGE ORNAMENTAL WIRE FENCE, 2.5" SQUARE BLACK POSTS, AND ALL HARDWARE (SEE SPECIFICATIONS)
- THE CONTRACTOR IS RESPONSIBLE FOR ALL INSTALLATION, LABOR, MATERIALS DELIVERY TO PROJECT SITE (BEACH), DISPOSAL OF DEBRIS OFF SITE LEGALLY, AND TURF RESTORATION.
- EXACT LOCATION OF FENCE AREA/GATES TO BE DETERMINED IN FIELD BY OWNER.
- ALL PROPOSED WORK SHALL COMPLY AND BE IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND SPECIFICATIONS.



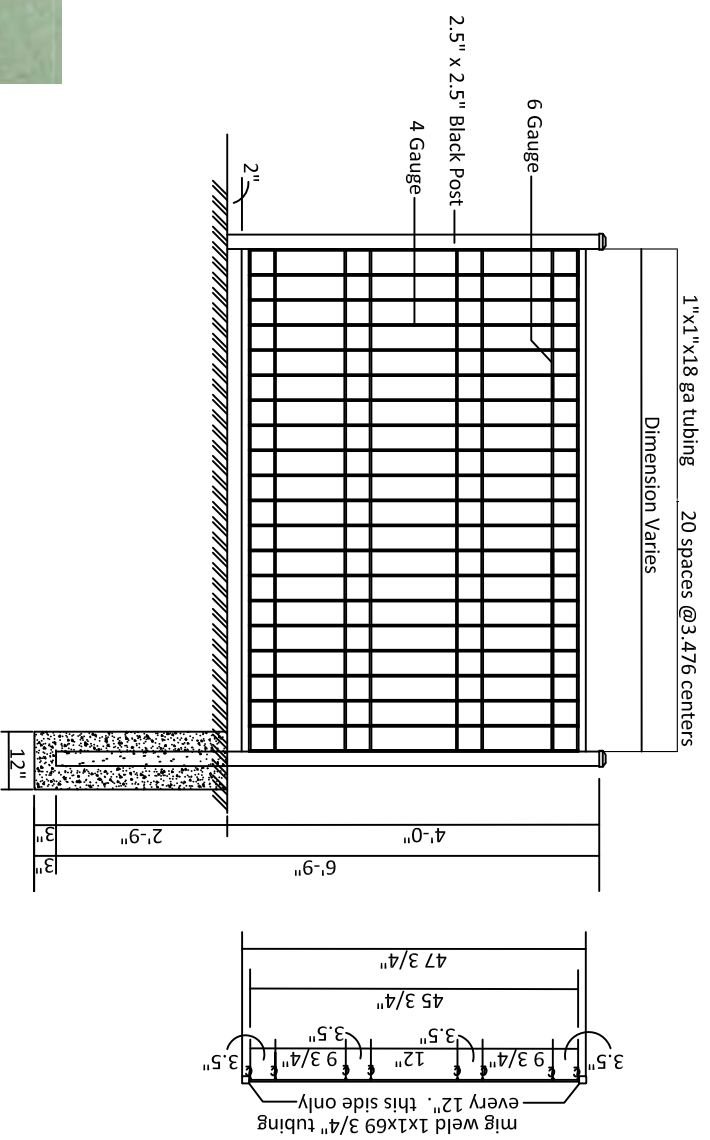
Fence Area 4

FENCE AREA 4 - BARRIER FENCE

Proposed Site Plan

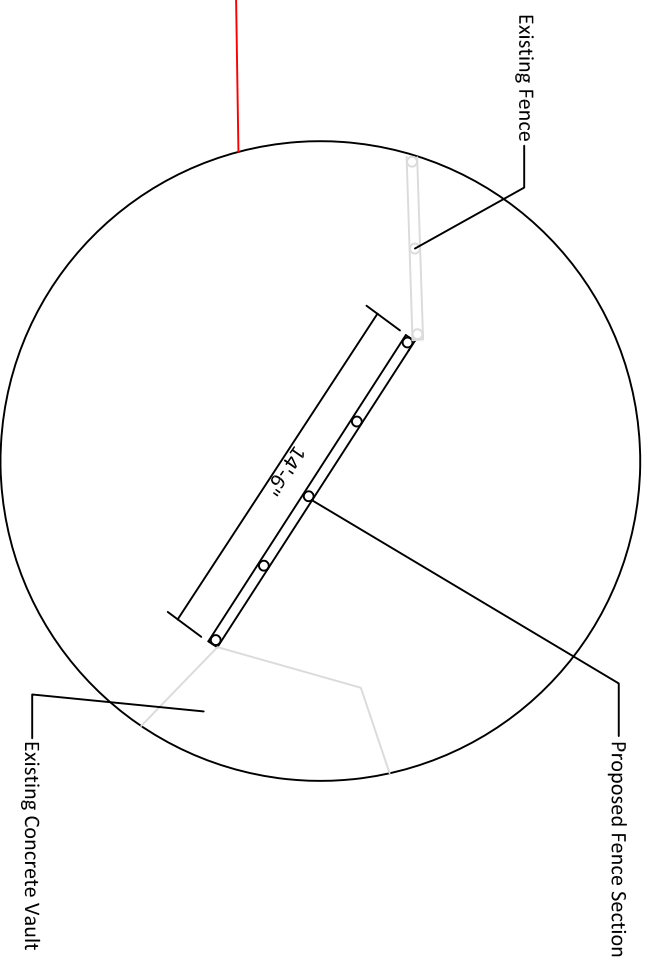


NORTH



BARRIER FENCE - SECTION

No Scale



BARRIER FENCE

Proposed Layout Plan No Scale



NORTH

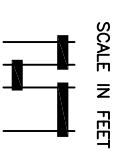
PROJECT TITLE:
2022 Moraine Beach
Fence Improvements Project

DRAWING TITLE:
Barrier Fence -
Layout Plans/Details

DATE:
August 26, 2022

REVISIONS:

NORTH



SCALE IN FEET

DRAWING NO.
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MICHAEL EVANS
LANDSCAPE ARCHITECT
636 RIDGE ROAD
HIGHLAND PARK, IL 60035
847/579-4085