

THE VILLAGE OF FRANKLIN PARK

SPECIFICATIONS

FOR

**2016 DEMOLITION OF SINGLE FAMILY RESIDENCE
2504 25th (Rose) AVENUE
FRANKLIN PARK**



**PROJECT MANUAL FOR
DEMOLITION OF BUILDING
2504 25th AVENUE
FRANKLIN PARK**

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SECTION 00030

ADVERTISEMENT FOR BIDS

THE VILLAGE OF FRANKLIN PARK

PROJECT: **BUILDING DEMOLITION 2504 25th (ROSE) AVENUE** consists of demolishing a three story wood/brick residential building approximately 9500 SF and disposal of all demolition material. Building foundations to be removed, the excavated areas to be filled with select soil material, and landscaped. **Contractor will be responsible for obtaining and payment for all applicable demolition permits.** The building does not have asbestos containing material.

BID DEADLINE: **10:00 AM LOCAL TIME, November 09, 2016.**

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Sealed proposals for the **BUILDING DEMOLITION 2504 25TH AVENUE** will be received by The Village of Franklin Park, Illinois, **at the office of the Village Clerk, 9500 Belmont Avenue, Franklin Park, Illinois 60131**, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

BID SECURITY: Bid Security in the amount of not less than five (5) percent of the Bid shall accompany each Bid in the form of bid bond, cash, certified check, cashier's check or draft payable to The Village of Franklin Park.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish either both a Performance Bond and a Payment Bond or an Irrevocable Letter of Credit acceptable to the Village for 100 percent of the Contract Price, in accordance with the requirements of the Contract Documents.

RIGHTS RESERVED: The Village reserves the right to reject any and all Bids or award each schedule individually, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, the Bidder agrees to be bound by that determination.

WAGE RATES AND INSURANCE: The successful Bidder will be required to furnish certificates and policies of insurance as required by Part 2, Section 2.8 of the Contract. CONTRACTORS must provide Certified Monthly Payroll Reports showing compliance with the State's current Prevailing Wage Ordinance.

CONTRACT DOCUMENTS: The Bidding Documents may be obtained at the office of the Clerk, 9500 Belmont Avenue, Franklin Park, Illinois or on the Village website at www.vofp.com .

**PUBLISHED BY THE AUTHORITY OF THE VILLAGE OF FRANKLIN PARK, ILLINOIS,
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SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. **Defined Terms.**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2. **Copies of Bidding Documents.**

2.1 Complete sets of the Bidding Documents may be obtained from the office of the eNGINEERING Department, 9500 Belmont Avenue, Franklin Park, Illinois. Bidding Documents are also available on the Village website at www.vofp.com.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor OWNER'S REPRESENTATIVE assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and OWNER'S REPRESENTATIVE in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. **Qualifications of Bidders.**

3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of OWNER'S request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualifications prior to award of the contract.

3.1.1. The address and description of the Bidder's place of business.

3.1.2. The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated.

3.1.3. A list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.

3.1.4. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.

3.1.5. The Bidder's performance record giving the description, location, and telephone numbers of all similar projects constructed in the last five years by the Bidder.

3.1.6. A list of projects presently under Contract, the approximate Contract amount, and percent of completion of each.

3.1.7. A list of Contracts which resulted in law suits.

3.1.8. A list of Contracts defaulted.

3.1.9. A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.

3.1.10. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted or filed for bankruptcy.

3.1.11. The names and technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other Contracts of like nature and magnitude or comparable difficulty at similar rate of progress.

3.1.12. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the Contract.

3.2. The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file Bids. Neither is it intended to discourage beginning Contractors. It is intended to make it possible for OWNER to have exact information on financial ability, equipment, and experience in order to reduce the hazards involved in awarding Contracts to parties who may not be qualified to perform the Work as specified.

3.3 OWNER'S decision as to qualification of the Bidder shall be final.

ARTICLE 4. Examination of Contract Documents and Site.

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with location conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER'S REPRESENTATIVE of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. If undertaken, those reports of explorations and tests of subsurface conditions at the site which have been utilized by OWNER'S REPRESENTATIVE in preparation of the Contract documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface or subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by OWNER'S REPRESENTATIVE in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.2. are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and OWNER'S REPRESENTATIVE by owners of such Underground Facilities or others, and

OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02. and 4.03. of the General Conditions.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5. Interpretations and Addenda.

5.1. All questions about the meaning or intent of the Contract Documents are to be directed in writing to OWNER'S REPRESENTATIVE. Interpretations or clarifications considered necessary by OWNER'S REPRESENTATIVE in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER'S REPRESENTATIVE as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will not be given except as part of any pre-bid conference, or, if given, will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or OWNER'S REPRESENTATIVE.

ARTICLE 6. Bid Security.

6.1. Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a bond, cash, certified check, cashier's check or draft payable to The Village of Franklin Park.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the Effective Date of the Contract, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

ARTICLE 7. Contract Time.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Contract.

ARTICLE 8. Liquidated Damages.

Provisions for liquidated damages are set forth in the General or Supplementary Conditions, Bid Form and Contract.

ARTICLE 9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER'S REPRESENTATIVE application for such acceptance will not be considered by OWNER'S REPRESENTATIVE until after the Effective Date of the Contract. The procedure for submission of any such application by CONTRACTOR and consideration by OWNER'S REPRESENTATIVE is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements.

ARTICLE 10. Subcontractors, Suppliers and Others.

10.1 If OWNER requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Contract, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or OWNER'S REPRESENTATIVE after due investigation have reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or OWNER'S REPRESENTATIVE does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to

OWNER and OWNER'S REPRESENTATIVE subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.06.B. of the General Conditions.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

10.3. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

ARTICLE 11. Bid Form.

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from OWNER'S REPRESENTATIVE (or the issuing office).

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 12. Submission of Bids.

Bids shall be submitted at the time and place indicated in, and according to, the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

ARTICLE 13. Modification and Withdrawal of Bids.

13.1. Bids may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids any time prior to opening of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

13.2. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

13.3. After the Bid opening, no Bid may be modified, withdrawn, or canceled by the Bidder during the time period noted in Article 15 without consent of the OWNER.

13.4. Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15. Bids to Remain Subject to Acceptance.

All bids will remain subject to acceptance for thirty days after the date of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 16. Award of Contract.

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

16.3. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project.

16.6. If the contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within thirty days after the day of the Bid opening.

16.7. OWNER reserves the right to reject any and all bids for the project.

ARTICLE 17. Contract Security.

Paragraphs 5.01.A., and 5.01.B. of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Contract to OWNER, it must be accompanied by the required

performance and payment Bonds or cash, certified check payable to The Village of Franklin Park or an Irrevocable Letter of Credit for 100 percent of the Contract Price.

ARTICLE 18. Signing of Contract.

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Contract and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

ARTICLE 19. Wage Rates.

Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with Chapter 48, Section 39s of the Illinois State Statutes regarding "General Prevailing Hourly Rates," a copy of the latest edition of which is hereinafter included. CONTRACTOR shall make his own investigation locally and satisfy himself as to availability of labor.

ARTICLE 20. Sales and Use Taxes.

OWNER is exempt from Illinois State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Current Tax Exempt number is E9995-2005-07. Said taxes shall not be included in the Contract Price.

ARTICLE 21. Equal Employment Opportunity Requirements.

21.1. In connection with the performance of Work under this Contract CONTRACTOR agrees, and shall require his subcontractors to agree, not to discriminate against or intimidate any employee or applicant for employment because of race, color, creed, sex, religion, physical or mental handicap unrelated to ability.

21.2. In connection with the performance of Work under this Contract, CONTRACTOR agrees, and shall require his subcontractors to agree, to conform to the Rules and Regulations of the Illinois Fair Employment Practices Commission in effect on the date of Bid submission.

ARTICLE 22. Certification.

Bidder shall, at the time of the submission of Bid, and as part of the Bid, provide a certification as required by Public Act 85-1295 to the fact that the Bidder is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of said Act.

ARTICLE 23. Miscellaneous.

All persons, firms and corporation proposing to do business with The Village of Franklin Park are required, as part of the bidding proposal, to furnish the following information to the Village in writing (the term "applicant" as used herein shall mean any person, firm or corporation proposing to enter into a Contract or to do business with The Village of Franklin Park):

23.1. If the applicant is a corporation, the application must be accompanied by a resolution of the corporation authorizing the execution and submittal of the instant application. In addition, the application shall indicate on its face the names of all directors and corporate officers of the

corporation and also the names of all shareholders who own individually or beneficially 10% or more of the outstanding stock of the corporation.

23.2. If the applicant is a general partnership, the application shall contain a list of all general partners who have a 10% or greater individual or beneficial interest in the partnership.

23.3. If the applicant is a limited partnership, the application shall contain a list of all the names of general partners and names of all limited partners having a 10% or greater individual or beneficial interest in the partnership.

23.4. If the applicant is a land trust or any other trust, the application shall contain the names and addresses of all beneficiaries of the trust together with their respective interests in the trusts. The application shall be further verified by the applicant in his capacity of trustee or by the beneficiary as a beneficial owner of an interest in the trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the trust.

23.5. A statement setting forth the type and nature of any relationship or business between the applicant as hereinbefore defined and The Village of Franklin Park or any of the boards, committees or commissions.

The forgoing information will become part of any Contract entered into with The Village of Franklin Park.

* * * END OF SECTION * * *

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

BUILDING DEMOLITION 2504 25th AVENUE FRANKLIN PARK

THIS BID IS SUBMITTED TO:

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract time indicated in his Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance as outlined in the Instructions to Bidders after the day of Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER
------	--------

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02.C of the Supplementary

Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data we or will be required by BIDDER for such purposes.
 - e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given OWNER'S REPRESENTATIVE written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER'S REPRESENTATIVE is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

The following items shall be furnished and installed complete as specified. Measurement and Payment Requirements are contained in Sections 01010 and 01025.

BID SCHEDULE FOR BUILDING DEMOLITION 9508/9510 BELMONT AVENUE

<u>No.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	BUILDING DEMOLITION	EA	1	\$ _____	\$ _____
2.	SELECT BACKFILL MATERIAL	CY	950	\$ _____	\$ _____
3.	LANDSCAPING	SY	500	\$ _____	\$ _____
Total Bid Amount					\$ _____

5. BIDDER agrees that the Work will be substantially complete by _____, and completed and ready for final payment by _____.

Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.

Owner reserves the right to reject any Bid in which all of the items in the Bid are not properly filled out.

6. The following documents are attached to and made a conditions of this Bid:

- a. Required Bid Security in the form of _____

(Contract Security as identified in Advertisement for Bids)

in the amount of _____
(Dollars or Percent)

- b. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid in accordance with state laws applicable where the Work is to be performed.
- c. Statement of the Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to the award of the Contract.

7. Communications concerning this Bid shall be addressed to the Bidder as indicated below:

NAME: _____

ADDRESS: _____

STATE: _____

TELEPHONE NO: _____

8. The terms used in the Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

9. _____, having submitted a bid on a contract
(Name of Contractor)

for the **BUILDING DEMOLITION 2504 25TH AVENUE**, as generally described in the Advertisement for Bids, to The Village of Franklin Park hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

BY: _____
Authorized Agent of Contractor

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

Notary Public

SUBMITTED ON _____, 20__.

CONTRACTOR'S LICENSE NO. _____

I hereby certify that, as Bidder, I/We have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

An Individual

By _____(SEAL
)
(Individual's Name)

doing business as: _____

Business address: _____

Phone No.: _____

Partnership

By _____(SEAL
)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____(SEAL
)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Corporate Seal) (Title)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this _____, day of _____, 20__.

Notary or other officer authorized to administer oaths

My commission expires: _____

(Bidders should not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as being not responsive to the advertisement. **BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.**)

SECTION 00500

CONTRACT

THIS CONTRACT is dated as of the _____ day of _____ in the year 20__, by and between THE VILLAGE OF FRANKLIN PARK, ILLINOIS (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

BUILDING DEMOLITION 2504 25th AVENUE

ARTICLE 2 - OWNER'S REPRESENTATIVE

The Project has been developed by The Village of Franklin Park Community Development Department. The Village of Franklin Park Director of Community Development or his designee is hereinafter called OWNER'S REPRESENTATIVE and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER'S REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed by _____, and completed and ready for final payment in accordance with paragraph 15.06.B.1 of the General Conditions by _____.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence on this Contract and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph

3.1 above, plus any extensions thereof allowed in accordance with Article 11.05 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Hundred Dollars (\$100.00)** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The CONTRACTOR agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of The Village of Franklin Park or any of its representatives and agrees that any subject claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as shown on the attached Schedule of Prices from The Village of Franklin Park **BUILDING DEMOLITION 2504 25th AVENUE** and as accepted by OWNER.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for payment will be processed by OWNER'S REPRESENTATIVE as provided in the General Conditions.

5.1 Progress Payments. OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S REPRESENTATIVE. All progress payments will be on the basis of the progress of Work measure by the schedule of values provided for in the General Conditions and the Supplementary Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by OWNER'S REPRESENTATIVE as provided in said paragraph 14.07.B.1.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth; to the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, with the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.04 of the General Conditions.

- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given OWNER'S REPRESENTATIVE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER'S REPRESENTATIVE is acceptable to CONTRACTOR.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Contract
- 7.2 Contract Security
- 7.3 General Conditions
- 7.4 Supplementary Conditions
- 7.5 Project Specifications
- 7.6 Drawings
- 7.7 Addenda
- 7.8 Instructions to Bidders
- 7.9 Advertisement for Bids
- 7.10 CONTRACTOR'S Bid
- 7.11 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.12 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 7.13 Wage Rates

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 8 - MISCELLANEOUS

8.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4

having executed a contract for the **BUILDING DEMOLITION 2504 25th AVENUE** with The Village of Franklin Park, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
Authorized Agent of Contractor

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

Notary Public

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER'S REPRESENTATIVE on their behalf.

This Contract will be effective on _____,
20____.

OWNER
THE VILLAGE OF FRANKLIN PARK

CONTRACTOR

BY

BY

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest

Attest

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

9500 BELMONT AVENUE

FRANKLIN PARK, ILLINOIS 60131

LICENSE NO.

(IF REQUIRED BY STATE OR MUNICIPAL LAW)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):**

DOCUMENT 00700

GENERAL CONDITIONS - EJCDC

1.1 GENERAL CONDITIONS

- A. EJCDC No. C-700 (2013 Edition) - Standard General Conditions of the Construction Contract, is the General Conditions of the Contract.

1.2 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00800 for amendments and supplements to General Conditions.

END OF DOCUMENT

SECTION 00800

SUPPLEMENTARY CONDITIONS

GENERAL

The following supplements shall modify, change, delete from and add to the "Standard General Conditions of the Construction Contract (EJCDC Document No. C-700, 2013 Edition)." Where any article, paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph or subparagraph in the General Conditions is amended, voided or superseded, by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01.A.2. Amend the definition entitled "Agreement" to read:

"Agreement (Contract) - . . . "

1.01.A.12. Amend the definition entitled "Contract Documents" to read:

"Contract Documents - Agreement, addenda (which pertain to the Contract Documents), Instructions to Bidders, CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Bonds, these General Conditions, Supplementary Conditions, Specifications, and Drawings, together with all Amendments, Modifications and supplements issued pursuant to paragraphs 3.04.A. and 3.04.B. on or after the effective date of the Agreement. Only printed or hard copies of the items listed are Contract Documents."

ARTICLE 2 - PRELIMINARY MATTERS

SC 2.02.A.1. Add a new subparagraph immediately after Paragraph 2.02.A. of the General Conditions which is to read as follows:

"The Agreement, Bonds, and such other portions of the Contract Documents as may be required shall be executed and delivered by CONTRACTOR to OWNER within 10 days after receipt of the Notice of Award. OWNER shall determine the number of counterparts required. OWNER will execute the counterparts. OWNER, CONTRACTOR, and OWNER'S REPRESENTATIVE shall each receive an executed counterpart of the Contract Documents and additional conformed copies distributed as required."

SC 2.03.B. Add Paragraph 2.02.B. to the General Conditions in its entirety and insert the following in its place:

B. "Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents."

SC 2.04.A. The conference will be held at a location selected by OWNER.

ARTICLE 6 - BONDS AND INSURANCE

SC 6.01.D. Add the following language at the end of Paragraph 6.01.D. of the General Conditions:

"In addition, no further progress payments under the Agreement will be made by OWNER until CONTRACTOR complies with the provisions of this Article."

SC 6.03.A. through 6.05.F. Delete Paragraphs 6.03.A. through 6.05.F. inclusive of the General Conditions and insert the following:

SC 6.03 CONTRACTOR'S Insurance Requirements:

SC 6.03.A. CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors.

SC 6.03.B. Minimum Scope of Insurance

1. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) / and/or OWNERS and CONTRACTORS Protective Liability policy with The Village of Franklin Park stated as named insured; and
 - b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement AC 0019 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and
 - c. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

SC 6.03.C. Minimum Limits of Insurance

1. CONTRACTOR shall maintain limits **no less** than:
 - a. **Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required**

occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.

- i. Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the contract)
 - Premises/Operations
 - Products/Completed Operations (to be maintained for two years following final payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Bodily Injury and Property Damage
- ii. "X", "C", and "U" exclusions shall be deleted.
- iii. Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for vehicles owned, not owned, or rented.
- c. Worker's Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 injury per - occurrence, \$500,000 disease - per employee, and \$500,000 disease - policy limit.
- d. Builder's Risk Insurance, written in completed value form, to protect the supplier or vendor and the Village against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the construction, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement, and collapse, and shall be designed for the circumstances that may affect the construction.

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

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

SC 6.03.D.

Deductibles and Self-Insured Retentions

1. Any deductibles or self-insured retentions must be declared to and approved by The Village of Franklin Park. At the option of The Village of Franklin Park, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village of Franklin Park, its officials and employees; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

SC 6.03.E.

Other Insurance Provisions

1. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages
 - i. The Village of Franklin Park, including its Board of Trustees Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to The Village of Franklin Park, its agents, employees or volunteers.
 - ii. The CONTRACTOR'S insurance coverage shall be primary as respects The Village of Franklin Park, including its Board of Trustees Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives. Any insurance or self-insurance maintained by The Village of Franklin Park, its agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to The Village of Franklin Park, including its Board of Trustees Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
 - iv. Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. All CONTRACTOR'S employees shall be included as insureds.
 - vi. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against The Village of Franklin Park, its agents, employees and volunteers for losses arising from work performed by CONTRACTOR for The Village of Franklin Park.

vii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to The Village of Franklin Park.

- b. Owner's and Contractor's Protective Liability Insurance, in the name of the Village of Franklin Park with a combined single limit for the bodily injury and property damage of not less the amount required by the Village President. This requirement shall apply to construction projects.
- c. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

SC 6.03.F. Acceptability of Insurers

- 1. **Insurance is to be placed with insurers with a Best's rating of no less than B+.**

SC 6.03.G. Verification of Coverage

- 1. CONTRACTOR shall furnish The Village of Franklin Park with certificates of insurance naming The Village of Franklin Park as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Franklin Park and are to be received and approved by The Village of Franklin Park before any work commences. The Village of Franklin Park reserves the right to request full certified copies of the insurance policies.
- 2. CONTRACTOR shall furnish The Village of Franklin Park with evidence that the Worker's Compensation and Employer's Liability Insurance provides coverage in the State of Illinois.

SC 6.03.H. Subcontractors

- 1. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

SC 6.03.I. Indemnity Hold Harmless Provision

1. To the fullest extent permitted by law, the CONTRACTOR hereby agrees to defend, indemnify and hold harmless The Village of Franklin Park, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against The Village of Franklin Park, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the CONTRACTOR, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of The Village of Franklin Park, its agents or employees, the CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against The Village of Franklin Park, its officials, agents and employees, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.
2. CONTRACTOR expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Village of Franklin Park, its officials, agents and employees as herein provided.
3. The CONTRACTOR further agrees that to the extent that money is due the CONTRACTOR by virtue of this Contract as shall be considered necessary in the judgment of The Village of Franklin Park, may be retained by The Village of Franklin Park to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of The Village of Franklin Park.

SC 6.06.A Delete Subparagraph 6.06.A. of the General Conditions in its entirety and insert the following:

"OWNER and CONTRACTOR intend that any policies provided in response to this document shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by any Subcontractor, CONTRACTOR will obtain the same."

SC 6.06.B. Delete Subparagraph 6.06.B. of the General Conditions in its entirety and insert the following:

"OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs in this document and any other property insurance applicable to the work, and also waive all such rights against the Subcontractors, and all other parties named as insureds in such policies for losses and damages so caused. As required by this paragraph., each Subcontractor between CONTRACTOR, and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, and all other parties names as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued."

SC 6.07.A. through 6.07.C. Delete Paragraphs 6.07.A. through 6.07.C. of the General Conditions in their entirety.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC 7.05.B. Delete Subparagraph 7.05.B. of the General Conditions in its entirety and insert the following:

"OWNER'S REPRESENTATIVE will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER'S REPRESENTATIVE will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized with OWNER'S REPRESENTATIVE'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. When substitutes are proposed and accepted by OWNER'S REPRESENTATIVE, and it is found that such substitutes alter the design or space requirements indicated on Drawings, CONTRACTOR shall be responsible for the costs involved to revise the design and construction, including the costs associated with the work of other contractors due to such variance in design or space requirements. Therefore, CONTRACTOR shall thoroughly investigate the design parameters, conditions, and space requirements, with respect to the Contract Drawings and Specifications prior to requesting substitutes."

SC 7.06.A. and 7.06.B. Delete Subparagraphs 7.06.A. and 7.06.B. of the General Conditions in their entirety and insert the following:

"CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of material or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER, after due investigation, has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR, CONTRACTOR shall submit an acceptable substitute. CONTRACTOR shall

not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of OWNER, make substitution for any Subcontractor, other person or organization who has been accepted by OWNER."

SC 7.08.A. Add the following language at the end of Paragraph 7.08.A. of the General Conditions which is to read as follows:

"Copies of all permits and licenses prepared or obtained by CONTRACTOR shall be submitted to OWNER prior to the commencement of construction. Copies of all permits and licenses obtained by OWNER shall be made available to CONTRACTOR and maintained by CONTRACTOR at the Project site."

SC 7.10.A. Add the following language at the end of Subparagraph 7.10.A. of the General Conditions which is to read as follows:

"Copies of all written notices given by CONTRACTOR shall be submitted to OWNER'S REPRESENTATIVE and OWNER prior to the commencement of construction."

And as so amended, Subparagraph 7.10.A. remains in effect.

SC 7.17.A. Delete the first sentence of Paragraph 7.17.A. of the General Conditions in its entirety and insert the following in its place:

"CONTRACTOR warrants to OWNER that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults and defects, in conformance with the Contract Documents."

And as so amended, Paragraph 7.17.A. remains in effect.

SC 7.18.D. Add a new paragraph immediately after Paragraph 7.18.C. of the General Conditions which is to read as follows:

"The obligations of the CONTRACTOR under Paragraphs 7.18.A., 7.18.B., and 7.18.C. shall be construed to include, but not be limited to, injury or damage consequent upon any failure to use or misuse by CONTRACTOR, his agents and employees of any scaffold, hoist, crane, stay, ladder, support or other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment whether or not owned or furnished by the OWNER. It is understood that this excludes use by the OWNER or his employees of scaffolding owned and furnished by the OWNER.

SC 7.18.D.1. In the event that any party is requested but refused to honor the indemnity obligations hereunder, the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorney's fees, to the party requesting indemnity."

ARTICLE 8 - OTHER WORK

Add the following sentence after Paragraph 8.01.A. of the General Conditions:

SC 8.01.A. "If the performance of such additional Work was noted in the Contract Documents and CONTRACTOR believes that the performance thereof entitles him to an extension of Contract Time, he may make a claim therefore as provided in Paragraph 12.01."

And as so amended, Paragraph 8.01.A. remains in effect.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

SC 9.01.A. Delete paragraph 9.01.A. of the General Conditions in its entirety.

SC 9.02.A. Amend the first sentence of Paragraph 9.02.A. of the General Conditions by deleting the following words:

". . . to whom CONTRACTOR makes no reasonable objection,"

And as so amended, Paragraph 9.02.A. remains in effect.

SC 9.06.A. Delete Paragraph 9.06.A. of the General Conditions in its entirety.

ARTICLE 12 CLAIMS

SC 12 DELETE ARTICLE 12 CLAIMS IN ITS ENTIREITY AND SUBSTITUTE THE FOLLOWING TERMS.

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a

Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, Owner may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC 14.07.B. Add the following language at the end of Paragraph 14.07.B. of the General Conditions:

"The OWNER'S rights under Paragraphs 14.07.A and 14.07.B. shall be in addition to and not a limitation of, any other rights and remedies available at law."

ARTICLE 15 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC 15.01.B.3. Amend Paragraph 15.01.B.3. of the General Conditions by deleting the word "Agreement" and inserting the words "Supplemental Conditions" in its place.

And as so amended, Paragraph 15.01.B.3. remains in effect.

Add a new subparagraph after Paragraph 15.01.B.3. of the General Conditions which is to read as follows:

SC 15.01.B.3.a. "Retainage":

After each Application for Payment has been found acceptable by OWNER, OWNER will pay an amount equal to the value of the Work completed less any previous payments to CONTRACTOR. An amount will be retained on each payment in accordance with the following schedule:

- i. Ten (10) percent until construction is 50 percent complete.
- ii. Five (5) percent after construction is 50 percent complete, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding.
- iii. When the project is substantially complete (as determined by the OWNER'S REPRESENTATIVE) the retained amount will be reduced to two (2) percent of the value of work which is substantially complete.

CONTRACTOR shall furnish with each application for payment a CONTRACTOR'S sworn affidavit listing all parties to receive payments on that request.

SC 15.07.C. Add a new paragraph immediately after Subparagraph 15.07.B. of the General Conditions which is to read as follows:

"Liquidated Damages:

1. Should CONTRACTOR or Surety fail to complete the Work within the time set forth in the Contract Documents or within such extra time as may be allowed by extensions, there shall be deducted from any monies due or that may become due CONTRACTOR or Surety the sum set forth in the Contract Documents for each and every calendar day, including Sundays and holidays, that the Work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due OWNER from CONTRACTOR or Surety because of OWNER'S loss of income and other costs incurred resulting from the failure to complete the Work within the time specified. Permitting CONTRACTOR or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the CONTRACTOR."

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

SC17 DELETE ARTICLE 17 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING LANGUAGE FOR DISPUTE RESOLUTION.

SC17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 1. Agree with the other party to submit the dispute to mutually agreed to dispute resolution process.
 2. If no dispute resolution process is mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 - MISCELLANEOUS

SC 18.01.A.2. Amend Paragraph 18.01.A.2. of the General Conditions by inserting the words "(return receipt)" immediately following the words, "certified mail".

And as so amended, Paragraph 18.01.A.2. remains in effect.

SC 18.01.A.3. Add a new paragraph immediately after Paragraph 18.01.A.2. of the General Conditions which is to read as follows:

"Whenever any provision of the Contract Documents requires the delivery of any Bond, Agreement, Certificate of Insurance or any other item, it shall be deemed to have been validly delivered if given in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if given at or sent by registered or certified mail (return receipt), postage prepared, to the last business address known to him who delivers the article."

SC 18.02.A. Amend Subparagraph 18.02.A. of the General Conditions by deleting the second sentence in its entirety.

And so amended, Subparagraph 18.02.A. remains in effect.

SC 18.09. Add a new paragraph immediately after Paragraph 18.08.A. of the General Conditions which is to read as follows:

"Lien Waivers"

A. OWNER will require that CONTRACTOR furnish lien waivers for labor and materials used at any time during the Project as well as at completion of the Project."

* * * END OF SECTION * * *

SECTION 00830

**PREVAILING WAGE RATES
(Cook County, July 2015 have been inserted)**

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720

SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000	
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550	
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350	
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030	
SURVEY WORKER	-->NOT IN EFFECT	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	C
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720	
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940	
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990	
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500	
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150	
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150	
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670	

Legend: RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate,

travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;

Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

- A. The work shall consist of all required traffic control, building demolition excavation, backfill, concrete sidewalk removal, and landscape restoration at 2504 25th Avenue in the Village of Franklin Park. **Contractor will be responsible for obtaining and payment for all applicable demolition permits.** The building does not have asbestos containing material; asbestos inspection report attached.

1.02 IDENTIFICATION OF DRAWINGS

- A. Work included is shown on sketches/maps drawn by the Franklin Park Engineering Department

1.03 FORM OF SPECIFICATIONS

- A. These specifications, prepared by the Village of Franklin Park, are written in Construction Specifications Institute (CSI) three-part format (General, Products, and Execution).
- B. Items of work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. CONTRACTOR shall perform or provide items of work stated and comply with requirements stated in each section unless specifically assigned to other contractors or OWNER.
- D. The term "provide" shall mean "furnished and installed by CONTRACTOR".

1.04 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of premises under direction of the Director of Community Development.
- B. Assume full responsibility for protection and safekeeping of products under this Contract.
- C. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to OWNER.

- D. Conduct operations to ensure least inconvenience to general public.

1.05 STANDARD SPECIFICATIONS

- A. References made herein to "Standard Specifications for Road and Bridge Construction," published by Illinois Department of Transportation, and adopted January 1, 2016.
 - 1. Above Specification is abbreviated IDOTSPECS herein.
 - 2. Provisions regarding basis of payment are as specified by IDOTSPECS unless otherwise superseded by the requirements of this specification (Section 01025).
 - 3. Standard specifications for water and sewer main construction in Illinois.

1.06 EASEMENTS, LICENSES AND PERMITS

- A. The work contained on this project is located within property owned by the Village of Franklin Park.
- B. The contractor will be responsible for applying for, payment of, and obtaining all applicable demolition permits. Not limited to Cook County Demolition or IEPA permits.

1.07 WORKING HOURS

- A. No work shall be done between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of OWNER. However, emergency work may be done with permission from the Director of Community Development.

* * * END OF SECTION * * *

SECTION 01020

DETAILS

The work consists of demolition of a 9500 SF residential frame structure, proper disposal of debris, removal of foundation, filling the basement with select fill, and landscaping the site. See Section 02221 for specific requirements.

There is no Asbestos Containing Material in the structures to be demolished; see attached survey report.

The contractor is responsible for obtaining all required demolition permits.

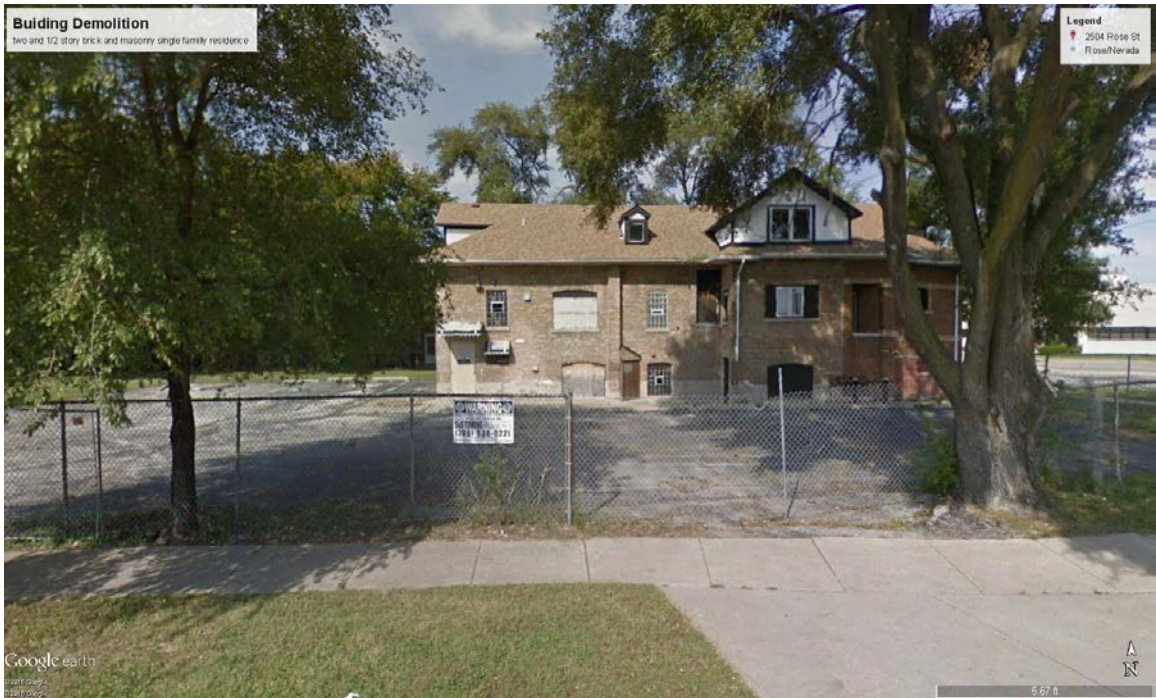
Site photographs



Aerial View Looking East



View from 25th Looking West



View from Nevada Looking North



Aerial View of 2504 25th

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. This section identifies bid items for this project by number and lists applicable specification sections, work included, method of measurement and method of payment.

1.02 DESCRIPTION OF BID ITEMS

- A. General:
Provide necessary labor, materials, equipment, supervision, and other services to construct each bid item as required by Contract Documents.

- B. Bid Items:

Bid Item 1

BUILDING DEMOLITION

- a. Materials and installation as described in:
 - 1) Section 01300 – Submittal.
- b. Includes costs of:
 - 1) Section 02221 Building Demolition
 - 2) Required permits.
- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measurement for Payment:
This work will be each.
- e. Payment:
This work will be paid for Lump Sum

Bid Item 2

SELECT BACKFILL MATERIAL

- a. Materials and installation as described in:
 - 1) Section 01300- Submittal
- b. Includes costs of:
 - 1) Section 02320 - Backfill
- c. Do not include costs of:
 - 1) Work included in other bid items.

- d. Measurement for Payment:
This work will be measured for payment at a Cubic Yard

- e. Payment:
This work will be paid for at the contract unit price per cubic yard for
SELECT BACKFILL MATERIAL, as specified in Section 02320

* * * END OF SECTION * * *

SECTION 01300

SUBMITTAL

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section contains requirements for submittals of construction progress schedules and other submittals required by Contract Documents.
- B. Submittal for Review:
 - a. Submit required materials for OWNER'S REPRESENTATIVE'S review in accordance with requirements of Contract Documents.

1.02 CONSTRUCTION PROGRESS SCHEDULES

- A. Prepare and submit construction progress schedule in accordance with requirements of General Conditions.
- B. No work shall be done between 7:00 p.m. and 7:00 a.m., nor, on Saturdays, Sundays, or legal holidays without written permission of OWNER. However, emergency work may be done with permission from OWNER'S REPRESENTATIVE.

1.03 PERMITS, CERTIFICATIONS, AND WORK PLANS

- A. Submit permits, certifications, and work plans required in individual specification sections.
- B. CONTRACTOR'S responsibilities shall include:
 - 1. Review shop drawings, certifications, and work plans prior to submittal.
 - 2. Determine and verify:
 - a. Field measurements.
 - b. Field conditions.
 - c. Conformance with regulations.
 - d. Conformance with specifications.
 - 3. Coordinate each submittal with requirements of work and of Contract Documents.
 - 4. Notify OWNER'S REPRESENTATIVE in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
 - 5. Do not begin work which requires submittals until return of submittals with OWNER'S REPRESENTATIVE approval.

6. Designate in construction progress schedule, dates for submittal and receipt of reviewed permits, certifications, and work plans.

C. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
5. Identification of document, with identification numbers, and specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on drawings and in specifications.
10. Applicable standards, such as Federal, State, Cook County, local regulations. Identification of deviations from Contract Documents.
11. Identification of revisions on resubmittals.
12. Eight-inch by 3-inch blank space for CONTRACTOR and OWNER'S REPRESENTATIVE stamps.
13. CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

D. Resubmittal requirements shall include:

1. Corrections or changes in submittals required by OWNER'S REPRESENTATIVE. Resubmittals are required until approved.
2. Shop drawings and product data:
 - a. Revise initial drawings or data and resubmit as specified for initial submittal.
 - b. Indicate changes which have been made other than those requested by OWNER'S REPRESENTATIVE.

- E. Distribute reproductions of permits and work plans which carry OWNER'S REPRESENTATIVE'S stamp approval to:
 - 1. CONTRACTOR'S file.
 - 2. Subcontractors.
- F. OWNER'S REPRESENTATIVE'S duties include:
 - 1. Review submittals with reasonable promptness and in accordance with schedule.
 - 2. Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal.
 - 3. Return submittals to CONTRACTOR for distribution or for resubmittal.

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

- A. Provide complete copies of required submittals as follows:
 - 1. Construction progress schedule:
 - a. Two copies of initial schedule.
 - b. Two copies of any revision.
 - 2. Permits and Work Plans: Three copies.
 - 4. Other Required Submittals:
 - a. Three copies if required for review.
 - b. Two copies if required for record.
- B. Deliver required copies of submittal to OWNER'S REPRESENTATIVE.

* * * END OF SECTION * * *

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish, install and maintain temporary facilities and controls required for construction; remove on completion of work. The costs associated with the temporary facilities and controls shall be incidental to the work performed.
- B. Mobilization shall be the preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of offices, buildings, and other facilities necessary for work on the project and for all work or operations which must be performed or costs incurred when beginning work on the project. **Mobilization will be incidental to the Pay items.**

PART 2 PRODUCTS

2.01 MATERIALS - GENERAL

- A. Temporary construction materials may be new or used, but must be adequate in capacity for required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.

2.02 TEMPORARY WATER

- A. Arrange with OWNER to provide water for construction purposes.
- B. Pay all costs for installation, maintenance and removal, and service charges for all water used. Service shall be metered separately to CONTRACTOR as required by the Village.
- C. Be advised that OWNER has experienced water shortages in the past and has imposed bans on use of Village water for lawn sprinkling. Such bans shall apply to CONTRACTOR. Provide alternate supply of water for lawn sprinkling during Village sprinkling bans.

2.03 TEMPORARY SANITARY FACILITIES

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of CONTRACTOR'S employees.

- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Remove from site before final acceptance of work.

2.04 TEMPORARY FIRE PROTECTION

- A. Fire hydrants shall remain accessible at all times to the OWNER.

2.05 TEMPORARY SITE WORK

- A. Roadways shall be maintained along where construction has occurred or which are prepared for construction in a clean, driveable condition as determined by the OWNER'S REPRESENTATIVE. When directed by the OWNER'S REPRESENTATIVE, the CONTRACTOR shall immediately take corrective action to temporarily repair the roadway to the satisfaction of the OWNER'S REPRESENTATIVE.
- B. Provide and maintain temporary site drainage.
- C. Exercise caution to minimize increase in suspended solids and turbidity in surface waters within and adjacent to construction area. Spoils are not to be deposited in surface waters. Control and minimize sediment runoff and excavation erosion to surface waters.

2.06 DAMAGE TO EXISTING PROPERTY

- A. Be responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, utilities and other existing assets.
- B. CONTRACTOR shall take measures to insure that debris does not enter any of the OWNER'S facilities (including but not limited to sanitary and storm sewers, valve vaults and boxes). If debris does enter these facilities, the CONTRACTOR shall take immediate corrective action to remove all of the debris.

2.07 SECURITY

- A. Security will not be provided by OWNER.
- B. CONTRACTOR shall be held responsible for loss or injury to persons or property where his work is involved, and shall provide such security and take such precautionary measures as deemed necessary to protect CONTRACTOR'S and OWNER'S interests.

2.08 TEMPORARY PARKING

- A. Make arrangements for parking area for employee's vehicles.

- B. Costs involved in obtaining this parking area shall be borne by CONTRACTOR.
- C. There shall be no parking on construction site unless designated or approved by OWNER.

2.09 TEMPORARY FENCING

- A. Provide temporary fencing sufficient to prevent trespass by public into active construction areas as specified in Traffic Regulation Section.
- B. Materials shall be sufficiently durable to be effective for the duration of the work.

PART 3 EXECUTION

3.01 GENERAL

- A. Provide and operate systems to ensure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing or permanent facilities used for temporary services to specified, or to original, condition.

* * * END OF SECTION * * *

SECTION 01505

CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction waste management plan.
 - 2. Construction waste recycling.
 - 3. Construction waste adaptive reuse.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM E1609 - Standard Guide for Development and Implementation of a Pollution Prevention Program.

- B. Public Act 96-1416 Clean Construction or Demolition Debris:
 - 1. Comply with all interim CCDD requirements.
 - 2. Contractor is responsible for all monitoring tests required.
 - 3. Contractor will maintain a manifest of all materials disposed of at a CCDD facility and provide the Village with a copy of all manifests.

1.3 PLAN REQUIREMENTS

- A. Develop and implement construction waste management plan in accordance with ASTM E1609 and as approved by Village for compliance with the following:
 - 1. USGBC LEED EB Credit MR 1.1; Divert 50 percent from landfill.

- B. Intent:
 - 1. Divert construction, demolition, and land clearing debris from landfill disposal.
 - 2. Redirect recyclable material back to manufacturing process.
 - 3. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.

- B. Construction Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:
 - 1. Transportation Company hauling construction waste to waste processing facilities.
 - 2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
 - 3. Construction waste materials anticipated for recycling and adaptive reuse.
 - 4. On site sorting and site storage methods.
- C. Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved.
 - 1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
 - 2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal. Also include reimbursements due to salvage resale.
 - 3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.
- B. Project Record Documents: Submit completed USGBC LEED EB Letter Template indicating diverted waste quantity, total waste quantity and percentage of waste diverted from landfills.

1.6 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Construction Waste Landfill Diversion: Minimum 50 percent by weight of construction waste materials for duration of Project through resale, recycling, or adaptive reuse.
- B. Implement construction waste management plan at start of construction.
- C. Review construction waste management plan at pre-construction meeting and progress meetings specified in Section 01300.
- D. Distribute approved construction waste management plan to subcontractors and others affected by Plan Requirements.
- E. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.

1.7 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or co-mingling method suitable to sorting and processing method of selected recycling center. Dispose non-recyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Co-Mingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials suggested for recycling include:
 - 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 - 2. Recyclable plastics.
 - 3. Organic plant debris.
 - 4. Earth materials.
 - 5. Native stone and granular fill.
 - 6. Asphalt and concrete paving.
 - 7. Wood with and without embedded nails and staples.
 - 8. Bricks and stone masonry.
 - 9. Glass, clear type.
 - 10. Metals.
 - 11. Gypsum products.
 - 12. Acoustical ceiling tile.
 - 13. Carpet.

1.8 CONSTRUCTION WASTE ADAPTIVE RE-USE

- A. Arrange with processing facility for salvage of construction material and processing for reuse.
- B. Materials suggested for adaptive reuse include:
 - 1. Concrete and crushed concrete.
 - 2. Masonry units.
 - 3. Lumber suitable for re-sawing or refinishing.
 - 4. Casework and millwork.
 - 5. Doors and door frames.
 - 6. Windows.
 - 7. Window glass and insulating glass units.
 - 8. Hardware.

9. Acoustical ceiling tile.
10. Equipment and appliances.
11. Fluorescent light fixtures and lamps.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION

SECTION 02221
BUILDING DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolishing designated structures.
 - 2. Demolishing designated foundations.
 - 3. Demolishing designated slabs-on-grade.
 - 4. Disconnecting and capping designated utilities.
 - 5. Removing demolished materials.
 - 6. Landscape restoration.

- B. Related Sections:
 - 1. Section 02320 - Backfill.

1.2 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.

- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of barricades, fences, and temporary work.

- C. Existing Building Documentation: Submit the following for existing buildings indicated to remain.
 - 1. Photographic survey indicating conditions before, during, and after demolition work.

- D. Submit copy of permits required by regulatory agencies for demolition and sidewalk and street closings.

1.3 CLOSEOUT SUBMITTALS

- A. Section 01700 - Execution Requirements: Requirements for submittals.

- B. Project Record Documents: Accurately record actual locations of capped utilities, subsurface obstructions, and remaining floor slabs.

1.4 QUALITY ASSURANCE

- A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal of construction debris.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction, to include Cook County and the State of Illinois
- D. Perform Work in accordance with State, Cook County and Franklin Park standards.
- E. Maintain one copy of each permit document on site.

1.5 QUALIFICATIONS

- A. Demolition Firm: Company specializing in performing work of this section with minimum 5 years experience.
- B. Design shoring, bracing, and underpinning (if required) under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Illinois.

1.6 PRE-DEMOLITION MEETINGS

- A. Section 01300 - Administrative Requirements: Pre-demolition meeting.
- B. Convene minimum one week prior to commencing work of this section.

1.7 SCHEDULING

- A. Section 01300 - Administrative Requirements: Requirements for scheduling.
- B. Describe demolition removal procedures and schedule.
- C. Perform Work between hours of 7 AM and 7 PM Monday through Friday.

1.8 PROJECT CONDITIONS

- A. Buildings indicated to be demolished will be vacated before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.

- C. Hazardous Materials: No known hazardous materials have been identified on the site; should hazardous materials be encountered during demolitions immediately stop work and notify the OWNERS REPRESENTATIVE. No known asbestos containing material is contained in the building; see attached asbestos inspection report.
- D. Do not sell demolished materials on-site.
- E. Maintain existing sidewalks to greatest extent possible.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Fill Material: Type Class C, CA-2 Crushed Concrete fill, specified in Section 02320.

PART 3 EXECUTION

3.1 EXISTING BUILDING DOCUMENTATION

- A. Document condition of adjacent buildings indicated to remain.
- B. Make arrangements with building owners and occupants to survey interior and exterior of existing buildings.
- C. Employ commercial photographer to provide following graphic documentation:
 - 1. Photographically [and video] document existing building exterior before beginning demolition and after completing demolition.
 - 2. Take one overall photograph of each exterior wall. Take detail photographs to show full height of building facade at maximum size on negative.
 - 3. Photographs: Submit two sets of digital photographs
 - a. Identify photographs with date, time, orientation, and project identification.
 - b. Deliver negatives to Owner with project record documents. Catalog and index negatives; provide typed table of contents.

3.2 EXAMINATION

- A. Examine existing buildings indicated to be demolished before demolition.
- B. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- C. Determine where demolition may affect structural integrity or weather resistance of adjacent buildings indicated to remain.

1. Identify measures required to protect buildings from damage.
2. Identify remedial work including patching, repairing, bracing, and other work required to leave buildings indicated to remain in structurally sound and weather tight and watertight condition.

3.3 PREPARATION

- A. Call JULIE (811) not less than two working days before performing Work.
 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Notify affected utility companies before starting work and comply with utility's requirements. Disconnect existing utilities to the building.
- C. Do not close or obstruct roadways, sidewalks, or hydrants without permits.
- D. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- E. Prevent movement or settlement of adjacent structures. Provide bracing and shoring if required.

3.4 DEMOLITION REQUIREMENTS

- A. Use of explosives is not permitted.
- B. Conduct demolition to minimize interference with adjacent structures and occupancies.
- C. Cease operations immediately when adjacent structures appear to be in danger. Notify OWNERS REPRESENTATIVE. Do not resume operations until directed.
- D. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures. Maintain egress and access from adjacent structures at all times.
- E. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- F. Sprinkle Work with water to minimize dust. Provide hoses and water connections required for this purpose.

3.5 DEMOLITION

- A. Disconnect, remove and cap designated utilities to street connection. Identify utilities at termination of demolition. Record termination or capped location on Record Documents.
- B. Remove foundation walls and footings to minimum of four feet below finished grade.
- C. Remove concrete slabs-on-grade.
- D. Break up basement floor slabs to allow for drainage
- E. Backfill open pits and holes resulting from demolition, in accordance with Section 02320.
- F. Rough grade and compact areas affected by demolition to maintain site grades and contours.
- G. Continuously clean-up and remove demolished materials from site. Do not allow materials to accumulate in building or on site.
- H. Do not burn or bury materials on site. Leave site in clean condition.

3.6 RESTORATION

- A. Grade backfill to 8" below existing adjacent grade.
- B. Place 8" pulverized topsoil and grade to adjacent grade. Top soil shall be free of stones/debris larger than 2", branches/roots, and weed seed.
- C. Seed the topsoil with lawn seed mixture at a rate recommended by seed supplier.
- D. Apply fertilizer to the newly seeded area at a rate recommended by the fertilizer supplier for new seed.
- E. Place mulch blanket, with recommended staples, per manufactures specifications.
- F. Water seeded area after installation of mulch blanket at 5 gal/SY.

END OF SECTION

SECTION 02320

BACKFILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Backfilling building perimeter to subgrade elevations.
 - 2. Backfilling site structures to subgrade elevations.
 - 3. Fill under slabs-on-grade.
 - 4. Fill under paving.
 - 5. Fill for over-excavation.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Fill Type Class C, CA2 Crushed Concrete:
 - 1. Basis of Measurement: By cubic yard.
 - 2. Basis of Payment: Includes supplying fill materials, stockpiling, [scarifying substrate surface,] placing where required, and compacting.

1.3 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

C. Illinois Department of Transportation Standard Specifications

1.4 SUBMITTALS

- A. Section 01330 - Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, **10 lb** sample of fill to Village for testing.
- C. Materials Source: Submit name of imported fill materials suppliers.
 - a.

1.5 QUALITY ASSURANCE

- A. Sustainable Design Requirements:
 - 1. Recycled Content Materials: Furnish materials with recycled content.

Material	Minimum Recycled Content (Percent)	
	Post Consumer	Pre Consumer
Class C, CA2 Crushed Concrete	100%	

- B. Perform Work in accordance with IDOT standard specifications.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Granular Fill: Porous Granular Embankment Special, Class C, CA2 as specified in IDOT standard specifications

PART 3 EXECUTION

3.1 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

- C. Place fill material in continuous layers and compact [in accordance with schedule at end of this section].
- D. Employ placement method that does not disturb or damage other work.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
- G. Make gradual grade changes. Blend slope into level areas.
- H. Remove surplus backfill materials from site.
- I. Leave fill material stockpile areas free of excess fill materials.

3.2 TOLERANCES

- A. Top Surface of Backfilling within Building Areas 8 inches: Plus or minus 1 inch from required elevations.

END OF SECTION



K - PLUS ENGINEERING, LLC

February 12, 2016

Direct Dial: 312.207.5700

E-Mail: dan@kplus.com

Jimmy Samaniego
Smith LaSalle
10102 Pacific Avenue
Franklin Park, IL 60131

Re: Asbestos Inspection
2504 Rose Street
Franklin Park, IL 60131

Dear Mr. Samaniego:

As you requested, a visual inspection of the above-referenced property was completed on Thursday February 4, 2016 in order to identify the location, type, and condition of any suspect asbestos-containing building materials (ACM).

During the site inspection K-Plus noted the property to be a two-story property multi-family vacant residential home with a basement. The interior of the Subject Property was finished with the following: the flooring of the Subject Property consisted of floor tiles, wood flooring, and concrete; the walls were comprised of exposed brick and drywall; the ceilings were finished exposed wood; the roof was finished with asphalt shingles; and the house did not contain mechanical fixtures or lines for heating and plumbing.

A total of five suspect materials were identified, sampled, and tested. As noted in the attached laboratory report, none of the samples collected were identified as asbestos containing. Therefore, it is the opinion of K-Plus that no abatement is necessary prior to demolition.

Mr. Jimmy Samaniego
 Project No. 26016
 February 12, 2016
 Page 2 of 2

The following table indicates the sample locations, material, and laboratory results of the samples taken at the Subject Property.

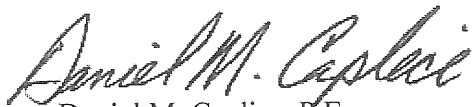
Sample No.	Material (Classification)	Location of Material	Condition	Friable Yes/No	NESHAP Category	Asbestos Content	ACM Quantity (estimate)
KP-1	12" x 12" Brown Floor Tile	Basement	Damaged	Damaged	N	NA	ND
KP-2	Stair Treads	Stairs	Damaged	Damaged	N	NA	ND
KP-2M	Stair Treads (Mastic)	Stairs	Damaged	Damaged	N	NA	ND
KP-3	Drywall	Basement	Damaged	Damaged	N	NA	ND
KP-3JC	Drywall (Joint Compound)	Basement	Damaged	Damaged	N	NA	ND
KP-4	2 nd Story Flooring	2 nd Floor	Damaged	Damaged	N	NA	ND

s.f./l.f. = square feet/linear feet, ND = Non Detect, NA = No Analysis, NS = Not Sampled , VFT = Vinyl Floor Tile,
 * = Positive ACM by association, M= Miscellaneous, S= Surfacing, T= Thermal System Insulation, RACM= Regulated ACM, Cat. I= Category I Non-friable ACM, Cat. II= Category II Non-friable ACM.

This evaluation was performed in conformance with all applicable legal requirements and accepted practices prevailing in the environmental assessment and asbestos consulting industries. The personnel who performed the investigation are properly licensed and certified in accordance with the requirements of any federal, state, and local laws, rules and regulations. K-Plus Engineering, its officers, and its employees have no present or contemplated interest in the property or the parties involved. Our employment and compensation for preparing this report are not contingent upon any action or event resulting from the analyses, opinions, observations, or conclusions, in or from the use of, this report.

If you have any questions concerning this matter, please call me.

Sincerely,
 K-PLUS ENGINEERING



Daniel M. Caplice, P.E.
 License No. 100-0488

Attachments (1)



Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STAT.Analysis.com



NVLAP Lab Code 101202-0

ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA-600 M4-82-020

K-Plus Engineering, LLC
15 Spinning Wheel Road Suite 320
Hinsdale, IL 60521
Phone: (630) 655-8900
Fax: (630) 655-8918

Reference: 26016 Date Received: 02/05/2016
Location: ACM Inspection, 2504 Rose Franklin Park Date Analyzed: 02/11/2016
Batch No.: 322832 Date Reported: 02/11/2016
Customer No.: 220 Turn Around Time: 5 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
322832001	KP-1	ND	Cellulose 1-5% Binder 95-99%
322832002	KP-2	ND	Cellulose 1-5% Binder 95-99%
322832003	KP-2M	ND	Cellulose 1-5% Binder 95-99%
322832004	KP-3	ND	Cellulose 1-5% Binder 95-99%
322832005	KP-3JC	ND	Cellulose 1-5% Binder 95-99%
322832006	KP-4	ND	Cellulose 65-70% Binder 30-35%


ND = Asbestos Not Detected (Not Present) NA = Not Analyzed NS = Not Submitted

Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request.

The use of the NVLAP logo does not imply endorsement by NVLAP or any agency of the US Government.

The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This report remains property of STAT Analysis until payment is received in full (see invoice).

Analyzed by Name :


Daniel Mikos / Microscopist

STAT

Analysis Corporation

2242 W. Harrison, Suite 200, Chicago, Illinois 60612
 e-mail address: STATring@aSTAT-analysis.com

Phone: (312) 733-0551 Fax: (312) 733-2386

CHAIN OF CUSTODY RECORD

Page: 1 of 1

Client: K-Plus Engineering
 Street Address: 15 Spraying Wheel Rd Suite 320
 City, State, Zip: Harshale, IL 60521
 Phone: 312-207-1600
 Fax:

Turn Around: Immediate: 4 Hrs: 8 Hrs: 24 Hrs: 1 Day: 2 Days: 3 Days: 5 Days:
 Date Due: _____ Time Due: _____

OFFICE USE ONLY BELOW:

Batch No.: **322832**
 Samples Acceptable: Yes: No:
 Checked by (Initial/Date): SPF 3/11/16
 Reported By (Initial/Date/Time/Method): SPF 3/11/16
 Comments: _____

Note: Not all turn around times are available for all analysis.

Relinquished by: Will Caplan Date/Time: 3/16 15:42
 Received by: Heather Date/Time: 3/16 15:42
 Relinquished by: Heather Date/Time: 3/16 15:42
 Received by: Heather Date/Time: 3/16 15:42
 Relinquished by: _____ Date/Time: _____
 Received by: _____ Date/Time: _____

Client Sample Number/Description	Date Taken	Time		Rate (lpm)	Volume (Liters)	Area Wiped (ft ²)	Laboratory Sample No.	Analysis Type											
		On	Off					PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	PLM Gravimetric	TEM Air Asbestos	TEM Bulk Asbestos	TEM Gravimetric Asb.	TEM Microvac Asb.	TEM Water	Other:		
KP-1	2/9/16																		
KP-2																			
KP-3																			
KP-4																			

Comments: _____