



ReconnectWithNature.org

Bringing People and Nature Together

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Joliet, IL 60433
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Advertisement for Bids

The FOREST PRESERVE DISTRICT OF WILL COUNTY will receive bids at the Forest Preserve District of Will County's Sugar Creek Administration Center, located at 17540 W. Laraway Road, Joliet, Illinois 60433, until 9:00 a.m. Central time on Monday, July 21, 2025 for:

Monee Reservoir – Patio and Lakeside Shade Structures

at which time the bids will be publicly opened and read.

This project generally includes the procurement, assembly, and installation of four (4) new shade sail structures over a patio and three lakeside seating nodes at Monee Reservoir. The project will also include earthwork, concrete footing work, and vegetation clearing.

For additional information and to download Bid Documents, please visit our website at www.ReconnectWithNature.org. Participants must register in full to be eligible to receive addenda and to submit a bid.

There is no pre-bid meeting for this project.

Contract Documents can be obtained between 8:00 a.m. and 4:00 p.m., Monday through Friday beginning Monday, July 7, 2025 from:

Sugar Creek Administration Center, 17540 West Laraway Road, Joliet, Illinois 60433.
Phone - 815-727-8700.

Bids must be submitted in accordance with the Contract Documents. Bids shall be accompanied by the proper bid security.

The FOREST PRESERVE DISTRICT OF WILL COUNTY reserves the right to accept any bid or any part or parts or combinations thereof, to waive any informalities or irregularities, and to reject any or all bids.

By Order of the Board of Commissioners of the Forest Preserve District of Will County.

For questions regarding the project, please contact Amy Roberts at aroberts@fpdwc.org or 815-722-5916.

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Invitation for Bids

1. Project Identification and Location:

Project Title: Monee Reservoir – Patio and Lakeside Shade Structures

This project is located at:

Monee Reservoir – 27341 S. Ridgeland Ave., Monee, IL 60449
South of W. Pauling Rd.

Within the preserve, the improvements will specifically take place at the patio connected to the Monee Reservoir Visitor Center, and at three separate seating nodes along the paved trail bordering the reservoir.

2. Owner/Awarding Authority:

Board of Commissioners
Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, IL 60433
(815) 727-8700

3. Pre-Bid Meeting:

None.

4. Bid Submission & Security:

Bids shall be submitted to the Forest Preserve District of Will County, 17540 W. Laraway Road, Joliet, Illinois 60433, in a sealed opaque envelope. The outside of the envelope shall display the phrases "SEALED BID ENCLOSED – DO NOT OPEN along with the project title and location in clearly printed letters.

The Forest Preserve will receive Bids until the date and time stated in the ADVERTISEMENT FOR BIDS. Bids will be publicly opened and read at the Sugar Creek Administration Center at that time. Bidder shall assume full responsibility for timely delivery to the Bid Opening location. Bids received after the stated time shall be rejected and returned.

The bid submitted shall include a certified check, bank draft, cashier's check, bid bond or an acceptable irrevocable letter of credit payable to the Forest Preserve District of Will County for not less than 10% of total Bid amount. All such Bid Security must be drawn on a bank authorized to do business in Illinois or provided by a bonding company authorized and licensed to do business in Illinois, as applicable, and must be maintained until execution of the Contract. Bids submitted without Bid Security will not be considered. The Bid Security will be returned to the successful Bidder upon execution of the Contract. Bid securities will be returned to unsuccessful Bidders upon execution of the Contract by the successful Bidder.

5. Bonds & Insurance:

A. Bonds

The successful Bidder shall submit a Performance Bond and a Labor and Material Payment Bond as outlined in the General Conditions, Article VI, Section 6.1. The performance and payment bonds shall be provided by a bonding company authorized and licensed to do business in Illinois.

B. Certificate of Insurance

The successful Bidder shall submit a Certificate of Insurance as evidence of the minimum insurance coverage and limits outlined in the General Conditions, Article VI, Section 6.3.

6. Right to Reject or Accept Bids:

The Forest Preserve reserves the right to accept any Bid, any part or combination of Bids, to waive informalities or irregularities, and to reject any and all Bids to protect and preserve both the Forest Preserve and the public's best interest.

It is the Forest Preserve's intent to award a Contract to the responsible and responsive Bidder submitting the lowest bid provided the Bid does not exceed available funds and has been submitted according to Contract Document requirements. The Forest Preserve reserves the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base bid and the Alternates accepted.

7. Award of Contract:

Bids cannot be withdrawn for a period of sixty (60) days after bid opening. Bids will be reviewed by the Forest Preserve and presented to the Board of Commissioners for Award of Contract at their regular board meeting on Thursday, August 14, 2025. The Forest Preserve will issue a written Notice of Contract Award to the successful Bidder.

8. Execution of Contract:

The successful Bidder will be required to execute a Contract with the Forest Preserve within 10 business days after receipt of the written Notice of Contract Award. Execution of the Contract shall include each of the following:

- A. Signing the Contract Agreement
- B. Submittal of a Performance, Material, and Payment Bond
- C. Submittal of a Certificate of Insurance
- D. Submittal of a Construction Schedule

The Forest Preserve will issue a written Notice to Proceed upon Execution of the Contract. The Bid Security of the successful Bidder will be forfeited to the Forest Preserve as liquidated damages, not as penalty, when the successful Bidder fails to execute any part of the Contract within the specified time. The Forest Preserve reserves the option to accept any other Bid within 10 business days from such default. Such acceptance shall have the same effect on such Bidder as though he were the original successful Bidder.

9. Commencement and Completion of the Work:

Work shall begin within 10 business days of receipt of the written Notice to Proceed. Work shall be completed in accordance with the Contract Documents by **November 22, 2025**, as provided in the General Conditions, Article IV, Section 4.4.

10. Reasonable Accommodation & Non-Discrimination:

The Forest Preserve District of Will County does not discriminate against individuals on the basis of race, religion, color, gender, national origin, ancestry, age, order of protection status, marital status, military status, unfavorable discharge from military service, pregnancy, sexual orientation, disability, or any other protected status under the Illinois Human Rights Act. In offering employment opportunities to the public, the Forest Preserve District will make reasonable modifications to ensure that all people have an equal opportunity. Persons believing that they have been discriminated against by the Forest Preserve District of Will County may file a complaint alleging discrimination with the Forest Preserve District or the Office of Civil Rights, U.S. Department of the Interior, www.doi.gov.

To request bid documents in large print, audio, or Braille, contact the Director of Marketing and Communications, Sugar Creek Administration Center, 17540 W. Laraway Road, Joliet, IL 60433; comments@fpdwc.org; 815.722.9383 (voice); 800.526.0844 (TDD). Requests should be made at least 48 hours in advance of the Pre-Bid Meeting. While the Forest Preserve District of Will County will make every effort to meet requests in a timely fashion, some requests may take longer than others to fulfill.

11. Small Business Enterprise Initiative:

The Forest Preserve is committed to supporting "Small Businesses", "Minority Business Enterprises", "Female Business Enterprises", and "Persons with Disabilities Enterprises," as those terms are defined under Illinois law. The Forest Preserve has set a goal to secure up to 16% of the contracted amount for contracted services and improvement projects to such disadvantaged businesses. Such businesses are strongly encouraged to bid on Forest Preserve contracts.

Instructions to Bidders

1. Examination of Contract Documents and Project Site:

Bidder shall be familiar with the Contract Documents and local conditions affecting the Work including project site and surrounding area, means of access, soil and subsoil character, and regulations and restrictions. Bidder shall be responsible for errors in the Proposal due to failure to comply with these instructions. The Forest Preserve will not be responsible for any change in anticipated profits resulting from such failure or neglect.

Bidder shall use complete sets of Contract Documents as provided in the Proposal Form checklist, Section 4, in preparing Bids. The Forest Preserve will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. When Bidder is in doubt as to the true meaning of any part of the Contract Documents, such Bidder shall submit a written request for interpretation by the Forest Preserve.

Bidder shall review Contract Documents with respect to the projected uses of materials and advise of modifications or substitutions to insure applicability for the intended uses.

2. Qualifications of Bidders:

As set forth in Section 5.6 of the Forest Preserve's Procurement Ordinance, prior to the Award of Contract, the Forest Preserve reserves the right to require from any Bidder or Bidder's subcontractor detailed information related to the responsibility of the Bidder or Bidder's subcontractor, including experience, financial ability, quality and timeliness of work, amount and condition of equipment, experience of personnel, contract defaults, litigation history, pending construction projects, and any other information the Forest Preserve deems relevant to assessing such responsibility.

The Forest Preserve reserves the right to reject any Bid when the information submitted by the Bidder or determined by the Forest Preserve's investigation fails to indicate the Bidder's ability to carry out the obligations of the Contract or to complete the Work. Unless otherwise provided by Forest Preserve rules, regulations, or policies, the decision of the Forest Preserve shall be final in this regard.

3. Addendum:

Addenda shall be issued to all known Contract Document recipients for any change or clarification of the Contract Documents. Bidder shall acknowledge receipt of Addendum on Proposal Form and attach Addendum to Proposal Form. Addendum shall become part of the Contract Documents.

Written or graphic Addenda will be issued no later than 24 hours prior to Bid Opening. When Project Manager determines the Addendum would result in a substantial or material variance in the proposed Contract, Bids will be returned and the project rebid.

4. Substitution of Materials:

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Forest Preserve at least 5 business days prior to Bid Opening. Requests shall be made on Request for Substitution forms provided by Project Manager.

Burden of proof of the merit of the substitution is upon Bidder. The Forest Preserve's decision for approval or disapproval of a proposed substitution shall be final. If the Forest Preserve approves a proposed substitution, it shall notify all other Bidders at least 48 hours prior to Bid Opening. No substitution will be considered after the Contract award unless specifically provided in Contract Documents.

5. Small Business Enterprise Initiative:

Capital improvement projects and contracted services sponsored or funded by the Forest Preserve shall be in accordance with Resolution #11-27. The resolution stipulates that:

- A. The Forest Preserve has set a goal to secure up to 16% of the contracted amount for contracted services and improvement projects to disadvantaged businesses.
- B. The Forest Preserve's Small Business Enterprise Initiative will apply to businesses defined by the State of Illinois as "Small Business", "Minority Business Enterprise", "Female Business Enterprise", and "Persons with Disabilities Enterprise". Such businesses are strongly encouraged to bid on Forest Preserve contracts.
- C. Businesses qualifying under the Forest Preserve's Small Business Enterprise Initiative will indicate such on the Proposal Form contained herein at the time of bidding.
- D. In the interest of taxpayers, each contract will be awarded to the lowest responsive and responsible bidder. In the event the lowest responsible bidder is also a business qualifying under the Forest Preserve's Small Business Enterprise Initiative, the bidder will be required to provide proof of such qualification at the time the contract is awarded.

6. Bid Preparation:

Bidder shall submit proposal on the Proposal Form provided in the Contract Documents. Writing shall be in ink or typewritten. Bidders' signature shall be written in ink. Proposals shall be signed by a person or persons legally qualified to sign such documents. When signed by someone other than the president of a corporation, an agent, or an attorney-in-fact, the authority of that person to sign shall accompany Bid.

Proposal will be based on Unit Price or Lump Sum as specified and shall conform to the following:

- A. UNIT PRICE: Bidders will be furnished with a unit price Proposal Form stating the items of work and the quantities. The quantities are estimations based on the Forest Preserve's calculations to be used by the Forest Preserve in the comparison of bids and shall not be relied upon by Bidders. Bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. Bidders shall determine their own estimate of quantities required to complete the work and base their unit price proposal on their estimate. Payment will be based on actual quantities of work performed in accordance with the Contract, at the Contract unit prices specified. Any change in the Bidder's anticipated profits due to an increase or decrease of the original quantity estimates will not be a basis for modifying the contract. The Forest Preserve reserves the right to omit any item entirely, or to increase or decrease any or all items as provided in the General Conditions Article II, Section 2.5.
- B. LUMP SUM BID: Bidder shall submit a Lump Sum price for the item or items being bid.

Bidder shall specify, in figures, a price for each separate item called for on the Proposal Form. Failure to submit a price for each item on Proposal Form may result in rejection of Bid or may be interpreted as "no charge" to the Forest Preserve for any item left blank.

Where indicated, sums shall be expressed in both figures and words. The amount written in words shall govern in case of discrepancy between the two. Amounts shall be extended and totaled. In case of a discrepancy between totals and unit prices, unit prices shall govern. Signer of the Bid shall initial erasures or modifications on Proposal Form.

7. Taxes:

Bidder shall not include in the Proposal any state, local sales, use, or excise taxes, as the Forest Preserve is exempt from such taxation. The successful Bidder will be provided with tax exemption identification when necessary.

8. Bid Modification or Withdrawal:

Submitted bids may not be modified prior to bid opening. Bids may be withdrawn by written request to the Forest Preserve but may not be resubmitted before Bid Opening. Bids shall not be withdrawn or modified within sixty (60) days after Bid Opening.

9. Public Records and Requests for Confidential Treatment:

Bids become the property of the Forest Preserve. After bid opening, all bids will be available to the public under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140, and other applicable laws and rules. If the Bidder wants certain information treated as confidential, it must designate such material in its bid. However, a request for confidential treatment will not supersede the Forest Preserve's FOIA obligations. An entire bid will not be treated as confidential, and the Forest Preserve will always disclose at least the Bidder's name, price, and substance of the bid. A Bidder's request for confidential treatment must be supported by the legal basis in FOIA or other law or rule that warrants the confidential treatment.

General Conditions

ARTICLE I Contract Documents

1.1 - Definition of Terms:

When the following terms, or pronouns of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

- A. Owner or Awarding Authority: Board of Commissioners Forest Preserve District of Will County, 17540 W. Laraway Road, Joliet, Illinois 60433.
- B. Forest Preserve: The Forest Preserve District of Will County.
- C. Inspector: Authorized representative of the Forest Preserve assigned to make detailed inspections of portions of the Work including materials approval or rejections, invoice records, payrolls and other relevant data and records. Inspections shall occur according to the schedule attached as an appendix to the Contract Documents.
- D. Project Manager: Individual identified in the Notice of Contract Award or any other designated employee or employees of the Forest Preserve District of Will County, representing the interest of the Forest Preserve.
- E. Bidder: Individual, firm, or corporation submitting a proposal for the Work, acting directly or through a duly authorized representative.
- F. Contractor: Individual, firm, or corporation to whom an award is made and who is identified in the Contract as the person responsible for completion of the Work. Every reference in the Contract to "Contractor" shall be deemed also to refer to subcontractors and suppliers of Contractor.
- G. Subcontractor: Individual, firm, or corporation who has a direct contract with Contractor to perform any portion of the Work.
- H. Corporation: With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the state in which the site is located.
- I. Plans: Official drawings or reproductions of drawings pertaining to the Work.
- J. Specifications: Directions, conditions, and requirements describing the method or manner of work performance, and quantities or quality of materials to be furnished under the Contract.
- K. Proposal: Bidder's written offer to perform the Work and to furnish labor and materials at the quoted prices.
- L. Performance Bond: Surety bond posted by a Contractor to ensure performance of the contract.
- M. Bid Security: Security designated in the Invitation for Bids, to be furnished by Bidder as a guarantee that Bidder will enter into a Contract with the Forest Preserve for the acceptable performance of the Work and will furnish the required bonds if awarded the Contract.
- N. Surety: Corporate body, approved by the Forest Preserve, bound with and for Contractor to ensure acceptable performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of other conditions as may be specified in the Contract Documents or otherwise required by law.
- O. Award: Decision of the Forest Preserve to accept the Proposal or portions of one or more Proposals of a responsive and responsible Bidder that are in the best interest of the Forest Preserve and public. Acceptance is conditioned upon Execution of the Contract as outlined in the Invitation to Bidders.

- P. Contract Documents: Written agreement between Contractor and the Forest Preserve setting forth obligations of the parties, including but not limited to the performance of the Work and furnishing of labor and materials. The Contract includes the signed Agreement, Advertisement for Bids, Invitation for Bids, Instructions to Bidders, Proposal, Addenda or Memorandums, Bonds, Certificate of Insurance, Construction Schedule, Plans, Specifications, Supplemental Agreements, General Conditions, Special Conditions, and Technical Specifications pertaining to the Work or materials.
- Q. Approved Substitution: When used on the drawings or in the specifications in reference to a material, product or procedure shall mean a substitute equivalent in substance and function to specified items.
- R. Special Conditions: When included in the Contract Documents shall act to supplement the General Conditions, specifications, and plans on particular portions of the project. Special Conditions shall govern the Contract Documents in case of conflict.
- S. Punch List: Itemized list of Work issued by Project Manager to be completed by Contractor. Punch List is submitted after the Work is substantially complete.
- T. Substantial Completion: Date when construction is sufficiently completed on the project or a portion of the project, in accordance with the Contract Documents, so that the Forest Preserve may use or occupy the site for which it was intended.
- U. The Work: Improvements to be performed under the Contract, including materials, labor, tools, and equipment necessary to perform and complete everything indicated, specified, or implied in the Contract Documents.
- V. Change Order: Written authorization issued by Project Manager for Contractor to proceed with alterations, extensions, and deductions to the original plans. Authorization shall outline the items of work involved and the method of payment.
- W. Notice to Proceed: Written authorization issued by Project Manager for Contractor to commence the Work after Execution of the Contract.
- X. Working Day: Computation of working days shall begin within ten (10) days of the Notice to Proceed for commencing work and shall include every day until the completion of the Work except Saturdays, Sundays, legal holidays, and days during which the Work is suspended for strikes or acts of nature or the public enemy. No construction operations shall occur on Saturdays, Sundays, or holidays without written approval of the Project Manager. Days in which the weather will not permit the Contractor to perform construction operations shall not be counted as working days.

1.2 - Ownership of Plans, Specifications and Surveys:

All Plans, Specifications, and Surveys and copies thereof furnished by or purchased from the Forest Preserve are property of the Forest Preserve and are not to be used on other work. With the exception of one complete set, all documents are to be returned to the Forest Preserve upon Contract completion.

1.3 - Dimensions on Plans:

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Project Manager for a final decision or interpretation.

1.4 - Intent of Contract Documents:

The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the Work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment, and incidentals necessary to complete the Work. When through inadvertence or otherwise, the Contract Documents omit to require any work necessary for completion, Contractor shall be required to perform such work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

When information concerning underground, subsurface, or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures, and other investigations have been provided by the Forest Preserve to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. The Forest Preserve shall not be responsible for the accuracy of such information. The Contractor shall not interpret such information as a guarantee by the Forest Preserve, either express or implied, that indicated conditions are representative of those existing throughout the Work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present. The Contractor is responsible for its familiarity with the Work site and all relevant site conditions.

Contractor shall notify Project Manager of discrepancies, errors, or omissions in the Contract Documents before proceeding with the affected work. When Contractor fails to notify Project Manager, then the subsequent decision of Project Manager as to which Contract provision shall govern shall be final. Corrective work required by the Project Manager shall not entitle Contractor to damages, increase in Contract price, or extension of Contract time.

The Forest Preserve reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans.

ARTICLE II

Forest Preserve Rights and Responsibilities

2.1 - Responsibility:

The Forest Preserve recognizes that the Contractor is an expert in the manner in which the Contract work is to be performed. Contractor shall be solely responsible for the maintenance of safe equipment and use of proper construction methods and procedures. The Forest Preserve has the right to ascertain and require that the Work product comply with the Contract as provided in the General Conditions, Article III, Section 3.6.

2.2 - Authority of Project Manager:

Work shall be subject at all times to the supervision and direction of the Project Manager or any other designated employee of the Forest Preserve. Project Manager shall determine the amount of completed work that is to be paid for under the Contract. Project Manager shall decide all questions concerning the quality and acceptability of furnished materials, work performed, rate of progress, measurement of quantities, interpretation of the plans and specifications, and acceptable fulfillment of the Contract. Project Manager's determination and decision shall be final and conclusive.

Contractor shall propose and discuss the Work schedule with the Project Manager and shall take into account the needs of the Forest Preserve and requirements of the Contract in scheduling the Work. Contractor remains solely responsible for its performance of the Contract and the completion of the Work.

2.3 - Authority of Inspectors:

Inspectors employed by the Forest Preserve other than Project Manager shall be authorized to inspect work and materials and to perform other duties designated by Project Manager. The inspector shall not be authorized to alter or waive Contract provisions, issue instructions contrary to the Contract Documents, or act as foreman for Contractor.

2.4 – Forest Preserve's Right to Do Work:

The Forest Preserve reserves the right to perform or have performed other work at the project site. Contractor shall afford the Forest Preserve and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the Work with other work.

When Contractor fails to perform work or any provision of the Contract, the Forest Preserve, after three (3) business days written notice to Contractor and surety, may without prejudice to any other remedy, execute or have such work executed as may be deemed necessary and recover from Contractor all resulting costs, expenses, losses, or damages, including attorney's fees and administrative expenses.

2.5 - Alterations, Extensions and Deductions:

The Forest Preserve reserves the right to extend or shorten the Work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed to accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions. The Forest Preserve reserves the right to make alterations, extensions, and deductions to the Contract without notice to the Surety.

Alterations, extensions, and deductions shall be authorized by a written change order issued by Project Manager and signed by Contractor before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work which have not been authorized by a written change order will be rejected. All change orders will be subject to the approval procedures set forth in the Forest Preserve's Procurement Ordinance.

Should a change order result in an increase from the original Contract price that is fifty percent (50%) or more of the original Contract price or that authorizes or necessitates any increase in the Contract or a subcontract under the Contract that is fifty percent (50%) or more of the original or subcontract price, then that portion of the Contract that is covered by that change order must be resubmitted for bidding in the same order that the original Contract was bid.

The value of any change shall be determined by one or more of the following methods:

By an approved Lump Sum.

By Unit Prices given in the Contract or subsequently agreed upon.

By a supplemental schedule of prices incorporated into the Contract.

Time and material plus percentage. This method of cost shall be used on Contractor's actual costs for time and material plus twenty percent (20%) for Contractor's overhead and profit. Contractor's actual costs shall be the direct costs for labor, payroll insurance, payroll taxes, materials, and equipment.

2.6 - Right to Suspend Work:

Contractor will be notified in writing by Project Manager when the Work is to be suspended wholly or in part for such periods deemed necessary due to unsuitable weather, other conditions unsuitable for the prosecution of the Work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of the Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions, Article III, Section 3.6, during periods of suspension. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authorization of Project Manager.

2.7 - Occupancy Prior to Final Acceptance:

The Forest Preserve reserves the right to occupy any part of the Work prior to final acceptance. Such occupancy shall be conducted in a manner as not to damage the Work or to interfere with the Work progress. Occupancy shall not be construed as an acceptance of the Work or release of Contractor's responsibilities to protect the Work.

2.8 - Discharge of Employees:

When any person employed by Contractor fails to perform the Work according to the Contract, appears to be incompetent, or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the Work on written request of Project Manager. Contractor shall have no claim for damages, for compensation in excess of the Contract price, or for extension of time as a result of such termination.

Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, Project Manager may suspend the Work as provided in the General Conditions, Article II, Section 2.6.

2.9 - Contract Termination by Forest Preserve:

The Forest Preserve may terminate the Contract—upon certification of the Project Manager that sufficient cause exists to justify such action and without prejudice to any other available right or remedy—if any of the following occurs: the Contractor (1) files for bankruptcy, (2) makes a general assignment for the benefit of creditors, (3) appoints a receiver on account of his/her insolvency, fails to supply enough properly skilled workmen or proper materials, or fails to make prompt payment to subcontractors or for materials or labor, or (6) disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, (7) fails to fix any rejected, defective or unsuitable work, (8) fails to perform the Work in conformance with the plans and specifications or otherwise fails to assure the Forest Preserve of its ability to complete the Work, or (9) substantially violates a provision of the Contract.

If the Forest Preserve elects to terminate the Contract, it shall give Contractor and surety 48 hours written notice and then may take possession of the site and may finish the Work by whatever method the Forest Preserve deems expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is finished. When the unpaid balance of the Contract price exceeds the expense incurred by the Forest Preserve to finish the Work, such excess shall be paid to Contractor. When the expense incurred by the Forest Preserve to finish the Work exceeds such unpaid balance, Contractor shall pay the difference to the Forest Preserve.

ARTICLE III

Contractor Responsibilities

3.1 - Contractor Responsibilities to Project Manager:

Contractor shall notify Project Manager, in writing, a minimum of three (3) business days in advance of beginning the Work. Contractor shall notify Project Manager one (1) business day in advance of all grading, drainage, and other major items of construction for field checking of construction engineering. Questions pertaining to the plans, specifications, and details of the Work shall be directed to Project Manager in writing and resolved by the Project Manager prior to construction.

Copies of material delivery tickets shall be furnished to Project Manager.

Contractor shall make available at the work site, for reference by Project Manager or inspector, a complete copy of Contract Documents showing revisions, additions, and copies of change orders.

3.2 - Contract Termination by Contractor:

When the Work is stopped for a period of thirty (30) calendar days due to a court order, an order of another public authority having jurisdiction, or some other government act (all unrelated to the Contractor or its performance of the Work) or because the Forest Preserve has not made payment when such payment is required under the General Conditions, Article V, Section 5.2, Contractor may terminate the Contract upon seven (7) calendar days written notice to the Forest Preserve. Contractor shall recover from the Forest Preserve payment for executed work and for proven loss sustained upon materials, equipment, tools, construction equipment, and machinery, including reasonable profit and damages.

3.3 - Superintendence:

Contractor shall keep a competent Superintendent at the work site at all times who shall have the knowledge and control of the Work and the authority to act for the Contractor and to direct and coordinate the Work, and who shall communicate solely with the Project Manager.

3.4 - Subcontractors and Suppliers:

Contractor shall provide a list of subcontractors and suppliers to Project Manager for approval prior to commencing the Work. Subcontracts shall include a provision binding the subcontractor or supplier to all provisions of the Contract. When any subcontractor or supplier fails to perform the Work in accordance with the Contract, Contractor shall terminate such subcontractor or supplier upon written notice by Project Manager. Contractor shall have no claim for damages, compensation in excess of Contract price, or an extension of Contract time as a result of any such termination.

Contractor shall report to the Forest Preserve whether any subcontractors or suppliers performing Work or providing supplies under this Contract qualify as a "Small Business," "Minority Business Enterprise," "Female Business Enterprise," and "Persons with Disabilities Enterprise," as defined under Illinois law.

3.5 - Use of Site:

Contractor shall confine equipment, material storage, and workmen operations to limits indicated by law, ordinances, permits, or directions of Project Manager, and shall not unreasonably encumber the site with materials or cause inconvenience to the Forest Preserve, public, or other contractors. Contractor's responsibilities for usage of the site shall include:

A. Temporary Facilities:

1. Utilities: Contractor shall obtain permits, provide, and make payment for such utilities as water, electricity, heat/air, telephone, and waste disposal when necessary in performing the Work.
2. Buildings: Contractor shall obtain permits, provide, and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the Work.

B. Construction Aids:

1. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the Work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers, or other natural or man-made drainageways.
2. Ladders and Hoists: Contractor shall provide the necessary ladders and hoists in performing the Work.
3. Temporary Roads: Contractor shall provide and make payment for temporary roads necessary or access to and within the site during the Work.

C. Storage: Materials and equipment shall be stored in a manner that preserves their quality and fitness for the Work. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval of the Project Manager.

D. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Project Manager's approval.

3.6 - Work Site Safety:

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property, including all Occupational Safety and Health Administration (OSHA) laws and regulations. This requirement shall apply continuously and shall not be limited to normal working hours. Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the Work by actions of the elements or from any other cause whatsoever and shall restore the Work at his/her own expense. When the Work is opened for usage by written order of the Project Manager, the said damage to the Work shall not be due to the Contractor's fault or negligence.

Contractor shall have no claim against the Forest Preserve because of any damage or loss to the Work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others. Existing property corners, disturbed or lost during construction, shall be replaced by a registered Land Surveyor at Contractor's expense.

When Project Manager deems any operation, condition, or practice to be unsafe, Contractor shall take corrective action before affected work is resumed. More specifically, the Contractor shall protect:

A. Public and Adjacent Property: Contractor shall protect public and adjacent properties, including roadways, and shall use necessary precautions to prevent damage or injury thereto.

B. Present Structures: Contractor shall prevent damage to pipes, conduits, and other underground structures, as well as fences, monuments, or other above-ground structures.

C. Vegetation: Vegetation not marked for removal shall not be cut trimmed or damaged except with the approval and under the direction of Project Manager. Contractor shall provide on-site traffic patterns away from existing vegetation, shall provide necessary ramps, and shall not park vehicles near or under existing vegetation. Methods for ramps, staking, bark protection, and snow fencing shall be developed by Contractor and approved by Project Manager prior to commencing the Work. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense.

D. Forest Preserve Employees and Public: Contractor shall protect Forest Preserve employees and the public by, including but not limited to, placing and maintaining barricades, warning signs, flags, lights, and temporary passageways around construction areas, covering holes, properly storing materials and equipment, and providing other suitable methods for the protection of said persons.

3.7 - Labor, Equipment, and Methods:

Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in a quality manner within the time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

Equipment used on the Work shall be of such type, size, and amount and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Contractor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary by Project Manager.

The specified methods and equipment shall be used in the prosecution of the Work unless otherwise authorized by Project Manager. Contractor may make a written request to Project Manager to use a method or type of equipment other than those specified. The request shall include a description of the proposed methods and equipment and an explanation of the reasons for the substitution. When Project Manager authorizes trial use of the substitution, Contractor shall be responsible for producing the work in conformance with the Contract. When Project Manager determines that the trial method or equipment does not conform to the Contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as necessary to meet the Contract requirements. The Contractor will not be entitled to any increase in payment or extension of Contract time as a result of the Project Manager authorizing a change in methods or equipment under these provisions.

3.8 - Overtime:

Any overtime costs shall be incurred by the Contractor.

ARTICLE IV

Prosecution and Progress

4.1 - Inspection and Testing:

Materials and equipment to be used in the Work shall be subject at all times during fabrication and manufacture to tests and inspections as specified or designated by Project Manager. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the Work. Without charge to the Forest Preserve, Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Forest Preserve will bear the cost of inspections and testing of materials.

4.2 - Submittals:

Contractor shall submit to Project Manager required shop drawings, product data, and samples concerning materials and equipment. Project Manager's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability by the Forest Preserve. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Forest Preserve. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the Work due to a delay in providing required submittals.

Unless otherwise specified, equipment and materials are to be new and of best quality. Materials, equipment, or work having a well-known, technical, or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers, and tradesmen.

4.3 - Removal of Defective Work:

Project Manager may reject and require correction of the Work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without charge to the Forest Preserve. When Contractor fails to correct condemned work and remove rejected materials and equipment from the premises, the Forest Preserve reserves the right to perform such work as provided in the General Conditions, Article II, Section 2.4.

Until final payment, all Work shall be subject to inspection and testing by the Forest Preserve or its designated representative, including removing or uncovering finished work. Contractor shall provide access and assistance required by the Forest Preserve for such inspection and testing and shall furnish necessary facilities, labor, and materials for such removal and approved replacement.

When questioned work is found to be defective due to fault of Contractor, subcontractor, suppliers, or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, actual cost of labor and materials involved in inspection and reconstruction, plus twenty percent (20%) shall be allowed Contractor by the Forest Preserve.

4.4 - Completion Date:

Contractor warrants that the commencement and completion dates specified in the Invitation for Bids is reasonable time for completion of the Work for the Contract price taking into consideration natural and man-made conditions that may affect the Work or work site.

A. Request for Extension: Requests for extension of time to complete shall be made in writing to Project Manager not more than five (5) calendar days after commencement of the delay. Project Manager shall review the request and the circumstances surrounding the request and shall issue a written extension of time to complete when so warranted.

B. Compensation: No compensation other than the extension of the Contract time, shall be made to Contractor because of delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Forest Preserve or any other party and whether avoidable or unavoidable.

C. Liquidated Damages: Time is of the essence to the contract. Should the Contractor fail to complete the work by the completion date specified in the Invitation for Bids or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Forest Preserve the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The Contractor agrees that the costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Forest Preserve during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total Work of the contract even though the Work may be substantially complete. The Forest Preserve will deduct these liquidated damages from any monies due or to become due to the Contractor from the Forest Preserve. The liquidated damages shall be in addition to and not in lieu of any other rights and remedies the Forest Preserve has under the Contract for the Contractor's failure to timely perform.

Schedule of Deductions for Each Day of Overrun in Contract Time		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day
\$ 0	\$ 100,000	\$ 475
100,000	500,000	750
500,000	1,000,000	1,025
1,000,000	3,000,000	1,275
3,000,000	6,000,000	1,425
6,000,000	12,000,000	2,300
12,000,000	And over	6,775

4.5 - Construction Schedules and Meetings:

Contractor shall submit construction schedules and attend project meetings as outlined below and specified by the Project Manager.

A. Pre-Construction Meeting: After issuance of the Notice to Proceed and prior to commencing the Work, Contractor and Project Manager shall attend a site meeting to address project components and review the construction schedule.

B. Progress Reports: Contractor shall provide Project Manager weekly progress reports. Variances from the construction schedule shall be explained and discussed with Project Manager for approval.

C. Construction Meetings: Project update meetings shall be scheduled throughout the prosecution of the Work as required by Project Manager or Contractor.

4.6 - Cleaning Up:

Contractor shall keep the project site and adjoining premises free from accumulation of waste material or rubbish caused by his/her employees or work. Upon completion of the Work, Contractor shall remove equipment, rubbish, tools, and surplus materials from the site and adjoining premises. When Contractor fails to do so within five (5) calendar days of a written request by the Project Manager, the Forest Preserve may remove the items and deduct the cost of such removal from Contractor's final payment.

4.7 - Correction of Work After Final Payment:

Partial or final payment of any Contract provision shall not relieve Contractor's responsibility for correcting defects in the Work performed. Contractor shall correct defects as provided in the General Conditions, Article VI, Section 6.2.

ARTICLE V

Payment

5.1 - Contract Breakdown:

Prior to the first request for payment on a lump sum contract, Contractor shall submit a breakdown of the Proposal to Project Manager. The breakdown shall consist of major items and subdivisions of the construction work.

5.2 - Payment:

Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to the Project Manager no later than the 20th day of each month. Payment applications shall utilize the latest version of AIA Documents G702 and G703. The estimate shall be a sworn statement of work completed to date. Payment requests shall be submitted directly to the Forest Preserve for approval at the Board of Commissioner's regular meeting on the second Thursday of each month. Failure to submit payment requests by the 20th day of each month will result in a minimum of one- month delay in payment. Contractor acknowledges and accepts that no payment, partial or otherwise, will be made unless Contractor has complied with all provision of the Prevailing Wage Act as detailed in Section 7.4.

A. Amount Due and Retainage: The amount due in each payment request shall be based on the estimate for items of work completed to date and shall be expressed as a percentage of the total. The corresponding cost for each item shall be shown and totaled showing the total cost of work, less ten (10%) percent to be withheld, giving the amount requested for payment. Previous payments and balance to complete shall be shown on pay requests.

B. Partial Payment for Stored Material: Payment requests may be included for materials received and stored properly and safely at the site. Payment, however, shall not relieve Contractor of the responsibility for care, protection, and installation of materials. Restoration of damaged materials shall be Contractor's responsibility.

C. Payment For Items Omitted When Partially Complete: Acceptable materials ordered by Contractor or delivered to the work site prior to the date of its cancellation or alteration by the Project Manager shall be purchased from Contractor by the Forest Preserve at actual cost and shall become Forest Preserve property; or at the option of the Project Manager, the unused acceptable materials shall remain Contractor's property and he/she shall be paid the actual cost for freight, unloading, and hauling costs, less the actual salvage value.

D. Waivers of Lien: Payment requests, including final payment, shall be accompanied by appropriate waivers of lien as acceptable evidence of payment by Contractor of current accounts incurred as part of the Contract. Failure to provide waivers of lien with each payment request shall result in a withholding of payment until waivers are received by the Forest Preserve.

E. Payment Withholding: The Forest Preserve reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the Work, failure of Contractor to document a pay request, inability of Contractor to complete the Work, or any other failure of Contractor to perform the Work in accordance with the Contract Documents.

F. Final Inspection: Project Manager shall make a final inspection of the Work after Contractor notifies the Forest Preserve that the Work is substantially complete. Project Manager shall review the Work and notify Contractor in writing of all Punch List items, if any, to be corrected or completed. Following Contractor's completion of all Punch List work, Project Manager shall provide a written notice of final acceptance to Contractor.

G. Final Payment: Upon completion of the Work in accordance with the Contract Documents and final acceptance by Project Manager, Contractor shall submit final waivers of lien, a final request for payment including the ten (10%) percent withheld, and any issued keys. Final payment shall be made by the Forest Preserve within sixty (60) calendar days after receipt of the above items.

ARTICLE VI

Financial Assurances

6.1 - Bonding:

Contractor shall submit and maintain a Performance Bond and a Labor and Materials Payment Bond for an amount equal to 100% of the Contract. The Surety shall be a corporation licensed to do such business in the State of Illinois and must be acceptable to the Forest Preserve. Bonds shall guarantee the faithful performance of the work in accordance with the Contract, payment of indebtedness incurred for labor and materials, and guaranteed correction of work for a period of one (1) year after final payment. Bonds shall state that the surety waives notice of any change in the terms of the Contract occurring after the execution and delivery of such bonds. Premiums on bonds shall be paid by Contractor. Bonds shall include provisions to guarantee the faithful performance of prevailing wage laws.

If at any time the Forest Preserve becomes dissatisfied with the Surety, or for any other reason such Bonds shall cease to be adequate security for the Forest Preserve, Contractor shall within five (5) calendar days after receiving written notice to do so, substitute acceptable Bonds in such form and sum signed by such other Surety satisfactory to the Forest Preserve, at no cost to the Forest Preserve.

6.2 - Guarantee:

Contractor guarantees that materials, equipment, and workmanship shall be free from defects for a period of one (1) year from the date of completion and final acceptance. Corrective replacement shall be made by Contractor, at no expense to the Forest Preserve, within thirty (30) calendar days after written notification by the Forest Preserve. When Contractor fails to correct any such defects of the Work as provided in this Article, the Forest Preserve reserves the right to correct the Work at the Contractor's expense as provided in the General Conditions, Article II, Section 2.4.

6.3 - Insurance:

Contractor shall furnish the Forest Preserve with a Certificate of Insurance in duplicate within ten (10) calendar days of Award of Contract showing coverage of required insurance. Certificates of Insurance shall be in a form acceptable to the Forest Preserve and shall (1) be signed by the insurance company or authorized agent; (2) certify the name and address of the insured party; (3) describe the work covered by the insurance; (4) display insurance policy numbers; (5) outline limits of policy coverage and expiration date; (6) specifically state the "Forest Preserve District of Will County is additionally named insured under the policy"; and (7) provide certification that the policy will not be modified, amended, changed, cancelled, or terminated without thirty (30) business days prior written notice to the Forest Preserve.

Contractor shall keep the required insurance in force during performance of the Contract. Contractor shall not commence work under the Contract until the required insurance has been obtained and Certificates of Insurance furnished to the Forest Preserve. When an umbrella or excess coverage policy is used, the Forest Preserve reserves the right to require a copy of the entire policy. Insurance shall be in form and substance issued by companies satisfactory to the Forest Preserve, shall provide primary coverage for the Forest Preserve, and shall meet the minimum requirements set forth in the attached Exhibit A.

ARTICLE VII

Legal Requirements

7.1 - Indemnification:

Contractor shall protect, defend, indemnify, and hold harmless the Forest Preserve, its officers, commissioners, employees, representatives, and agents from and against all claims, actions, suits, judgments, settlements, awards, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising in whole or in part out of:

- A. Contractor's performance of, or failure to perform, the Work in accordance with the terms of the Contract.
- B. Infringement (actual or claimed) on patents, copyrights, trademarks or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
- C. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents, and servants) or damage to or destruction of property, including the loss of use thereof and any environmental damages:
 - 1) caused in whole or in part by any act, error or omissions by Contractor, subcontractor, or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder;
 - 2) arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks, and property adjacent thereto; or
 - 3) arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.

7.2 - Laws and Permits:

Contractor shall at all times observe and comply with federal, state, and local laws, regulations, and ordinances which in any manner affect the conduct of the Work. Complaints, claims, or actions brought against Contractor for failure to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Forest Preserve to liability as provided in the General Conditions, Article VII, Section 7.1.

Contractor shall perform all work and use only those materials conforming to municipal, county, state, and federal codes regarding health, safety, and welfare. The Forest Preserve shall not be held responsible for failure of work or materials that do not conform to codes.

Prior to beginning the Work, Contractor shall obtain all necessary permits, licenses, and approvals, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall pay royalties of patented items and shall indemnify and hold harmless the Forest Preserve as provided in the General Conditions, Article VII, Section 7.1.

7.3 - Fair Employment Practices:

Contractor shall comply with the provisions of the Illinois Human Rights Act and the Illinois Department of Human Rights Equal Opportunity Clause, 44 Ill. Admin. Code 750, incorporated by reference and attached as Exhibit B, and all other applicable employment laws and regulations during the performance of the Contract.

Failure of Contractor to comply with the Act and the Equal Employment Opportunity Clause will result in cancellation of the Contract and possible sanctions or penalties as provided by statute or regulation.

7.4 - Prevailing Wage Act:

Contractor recognizes that the Forest Preserve is a public body which is subject to the Prevailing Wage Act, 820 ILCS 130/0.01, et seq (referred to as "Act" in this subsection). Contractor shall comply at all times with the provisions of the current Act, as well as any amendments thereto. Failure of Contractor to

comply with the Act, including but not limited to the section of records, provision of certified monthly payroll reports, and any and all rules and regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation based on its failure to comply with the Act.

The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

When the Illinois Department of Labor revises the prevailing rate of wages, these revised rates shall apply to the Contract. It will be the responsibility of the Contractor to obtain the revised rates from the Illinois Department of Labor and apply them appropriately throughout the duration of the Work.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the Work. Contractor shall provide one copy of a monthly certified payroll consisting of a complete record of all laborers, mechanics, and other workers employed by it on the Work including worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of each work day. Contractor shall supply a second copy of a monthly certified payroll consisting of a complete record of all laborers, mechanics, and other workers employed by them on the Work including worker's name, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of each work day. For its reporting, Contractor shall use the Illinois Department of Labor's Certified Transcript of Payroll Form (IL452CM02), available on the Department of Labor's website. Contractor shall allow the Forest Preserve access to these records for inspection purposes at any reasonable hour and upon reasonable notice. In the event Contractor fails to comply with the provisions of the Act, Contractor shall indemnify and hold harmless the Forest Preserve, its officers, employees, and agents from any and all liability arising from any violation of the Act. Contractor acknowledges and accepts that it will not receive any payment under the Contract unless it is in compliance with all provisions of the Act. Violations of the Act may result in penalties as provided in the Act.

7.5 - Employment of Illinois Workers:

Contractor recognizes that the Forest Preserve is a public body which is subject to the Employment of Illinois Workers on Public Work Projects Act, Illinois Revised Statutes, 30 ILCS 570, sec.1-7. Contractor shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Act, and any rules or regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation for failure to comply with the Act.

Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

In the event Contractor fails to comply with the provisions of the Act, Contractor shall indemnify and hold harmless the Forest Preserve as provided in the General Conditions, Article VII, Section 7.1.

7.6 Substance Abuse Prevention:

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (referred to as the "Act" in this subsection) and any other applicable laws and regulations governing substance use in the workplace. Prior to commencing the Work, the Contractor shall have in place a written program which meets or exceeds the program requirements in the Act and shall provide a copy of that program to the Forest Preserve.

Failure by the Contractor to comply with the requirements of the Act shall constitute a material default of the Contract and shall give the Forest Preserve the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Forest Preserve's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Forest Preserve all damages the Forest Preserve is entitled to under this Contract that arise from the default, together with interest, costs, and the Forest Preserve's reasonable attorney fees.

ARTICLE VIII Miscellaneous Provisions

8.1 – Freedom of Information Act:

This contract and all related public records maintained by, provided to, or required to be provided to the Forest Preserve are subject to the Illinois Freedom of Information Act, 5 ILCS 140.

8.2 Audit/Retention of Records:

Contractor and its subcontractors shall maintain books and records relating to the performance of this Contract and any subcontract necessary to support amounts charged to the Forest Preserve pursuant to this Contract or subcontract. All records, including electronic records, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract.

If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years.

All such records related to the Contract are subject to an audit by representatives of the Forest Preserve, upon reasonable notice and during normal business hours, and the Contractor and any subcontractors shall not impose a charge for any audit or examination of the records.

8.3 Assignment:

This contract may not be assigned or transferred in whole or in part by the Contractor without the prior written consent of the Forest Preserve.

8.4 Amendments:

The parties agree that this Contract and all Exhibits attached hereto may be amended only by the mutual, written consent of the parties by means of the same procedures used to adopt this Contract and authorize its execution in the first instance.

8.5 Governing Law:

The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this A. Venue for any dispute related to or arising out of this Contract shall be in the Circuit Court of Will County.

8.6 Severability:

If any provisions of this Contract are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.



Return to: Cori Crawford
Email: ccrawford@fpdwc.org

17540 W. Laraway Road
Joliet, IL 60433
Phone (815) 727-8700
Fax (815) 722-3608

☐ \$50 Permit Fee Required

SPECIAL USE PERMIT APPLICATION

☐ Construction ☐ Research ☐ Education ☐ Utilities ☐ FPDWC Project ☐ Other

Organization Requesting Permit

Organization:

Address: City: State: Zip:

Contact Person:

E-Mail:

Phone: Cell: Fax:

Sub-Contractor Information

Sub-Contractor/Organization:

Address: City: State: Zip:

Sub-Contractor Contact Person:

E-Mail:

Phone: Cell: Fax:

Vehicle Information

(Post in Car Window if Vehicle is not in designated parking area or extended hours)

Number of Vehicles:

Number in Group:

Description of Vehicles with
License Plate Numbers:

Preserve:

Location within Preserve:

Description of Work:

Will anything be removed from the preserve? ☐ Yes ☐ No If yes, describe:

Will anything be left on site? ☐ Yes ☐ No If yes, describe.

Permit Start Date:

Permit End Date:

Permitted Days of Week:

Permitted Hours:

Standard Conditions:

- ☐ If construction/soil disturbance is being done on District property, please provide proof of JULIE notification prior to excavation work. Project number assigned by JULIE is:
- ☐ Provide proof that all required sign-offs and permits have been secured.
- ☐ Provide proof of Certificate of Liability Insurance for no less than \$1,000,000.00 that states "The Forest Preserve District of Will County is additionally insured with respect to the General Liability policy."
Send to Attn: Matt Ruhter, 17540 W. Laraway Road, Joliet, IL 60433.
- ☐ Project area will be restored to pre-existing condition if impacted by the project, or restored as approved by the District in writing.
- ☐ Warning signs and other safety measures taken.
- ☐ Copy of Permit displayed in front window of vehicle described on Page 1 when accessing preserve from non-designated areas.

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

**TITLE 44: GOVERNMENT CONTRACTS, GRANTMAKING, PROCUREMENT AND
PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the

Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

Special Conditions

Specification	Page Number
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Special Conditions

The Following Special Conditions supplement the general conditions, which apply to and govern the construction of:

Monee Reservoir – Patio and Lakeside Shade Structures

In case of conflict with any part or parts of said documents, these Special Conditions shall take precedence and shall govern.

Work Site Safety:

The Contractor shall be responsible for placing appropriate signage, fencing, and barricades. While the Preserves are open to the public and construction is ongoing, the Contractor shall be responsible for placing appropriate signage alerting the public of the construction zone and asking them to “proceed with caution.” In either case, the Contractor shall be responsible for placing the signage, 4’ tall orange safety fencing, and any Type II barricades that block the areas of construction.

The Contractor does not have any authority to remove or eject any citizen out of the Preserve but can advise of safety issues. Work Site Safety is considered incidental to the required work.

Execution: Rutting Damage

If vehicle rutting occurs less than 2” deep, the contractor shall be required to fix the ruts. If rutting is less than 6” but greater than 2” deep, the contractor shall be required to fix all rutting and plant native seed (appropriate to habitat and Forest Preserve Approved). Any ruts created that are in excess of 6” deep may be considered cause for termination of contract.

Construction Schedule:

The preserves and trails where the work is to be conducted is actively used by the public. It is the intent of the District to minimize the closures and inconveniences to the public, while maintaining safety.

The Contractor shall notify the Project Manager or other approved District Representative no less than (48) forty-eight hours in advance if closure of the preserve/trail is determined to be necessary. Work shall not commence without following notification requirements.

Completion Date:

The work shall be completed and ready for final payment, including debris removal, concrete pads, grading, topsoil and seeding on or before **November 22, 2025**.



TECHNICAL SPECIFICATIONS:

GENERAL: Shade Systems™ products are designed and manufactured to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs. All Shade Systems are shipped knocked-down, with complete assembly instructions, and ready for easy in-field installation.

ENGINEERING DATA: Structures are engineered to meet or exceed the requirements of the International Building Code (IBC), with the following specifications:

Wind speed	Frame only:	165 m.p.h.
	Frame w/canopy:	90 m.p.h.

Live Load:	None
Snow Load:	None

Optional designs with greater wind speeds, live loads, and snow loads are available.

MATERIAL: All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, subject to the Project-Specific requirements below. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.

WELDMENTS: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of Shade Systems products.

POSTS, STRUCTURAL FRAME TUBING, AND HARDWARE: All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. All tubing shall be pre-cut to appropriate lengths, and where applicable all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc-rich coating. Where required, support pipes shall be schedule 40 hot-dip galvanized or powder-coated black steel. All fastening hardware shall be stainless steel.

ARCHITECTURAL POWDER-COATING PROCESS: All powder-coated parts undergo a rigorous multi-step process to ensure colorfastness and durability per the specific sequential steps itemized below. All parts are completely sandblasted, pre-treated, and coated with coastal primer prior to powder coating. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Colors shall be specified.

The following seven (7) specific steps shall occur in sequence:

1. **Sandblasting.** All powder-coated parts shall be completely sandblasted with the use of 80 grit garnet abrasives.
2. **Mechanical smoothing.** A traditional mechanical method shall be used for removing remaining foreign matter for surface preparation by use of sanding, grinding, and rounding rough edges to smoothness.
3. **Initial Surface Preparation.** A heavy-duty liquid cleaner such as *Calvary Industries Inc Cal Clean 675* shall be applied for initial surface preparation.
4. **Corrosion resistant Coating.** A liquid detergent iron phosphate, such as *Calvary Industries Inc, Cal Prep 63*, shall be applied, thereby resulting in a superior quality corrosion resistant coating.
5. **Final Surface Preparation.** All parts shall then be sealed using a reactive, non-chrome sealer product such as *Calvary Industries, Advantech SI488E Sealer*. The sealer enhances corrosion protection and increases paint adhesion, effectively increasing salt spray hours on all metal substrates.
6. **Coastal Primer.** Prior to powder-coating, a rust inhibiting coastal primer shall be applied on all parts, such as *PPG Envirocron™*. The coastal primer coating provides a combination of good physical and chemical resistance properties, and is the ideal solution for smooth, low-bake durability and physical property requirements for the most demanding environments.

Primer attributes:

Gloss (ASTM D-523):	0-10 @ 60°
Adhesion (ASTM D-3359):	100% (5B Pass)
Hardness (ASTM D-3363):	2H Pencil (Eagle)
Impact Resistance (ASTM D-2794):	80 In.-lbs. Direct
Conical Mandrel (ASTM D-522):	1/8" - No Cracking
Salt Spray (ASTM B-117):	4000 Hours Pass
1000 Hours (degrease only)	
Humidity (ASTM D-1735):	100F, 100% RH-2000+ Hours
Scab Corrosion (SAE-J2334):	120 Cycles - Pass
Film Properties (Thickness):	2 mils

7. **Application of Powder-Coating.** Lastly, *PPG Envirocron™ Ultradurable* powder coatings shall be used to provide a combination of excellent physical and chemical resistance properties, outstanding resistance to outdoor weathering, and a durable and uniform final coat.

Powder Coat Characteristics:

Gloss (ASTM D-523):	80 Minimum @ 20°
Gloss (ASTM D-523):	80 Minimum @ 60°
Adhesion (ASTM D-3359):	100% (5B Pass)
Hardness (ASTM D-3363):	2H Pencil (Eagle)
Impact Resistance (ASTM D-2794):	40 In.-lbs. Direct
20 In.-lbs. Reverse	
Conical Mandrel (ASTM D-522):	1/8" Mandrel - No Cracking
Salt Spray (ASTM B-117):	1000 Hours Pass
< 1/8" Scribe Creep	
No Blisters	
Humidity (ASTM D-1735):	1000 Hours Pass
< 1/16" Scribe Creep	
No Blisters	
Film Properties (Thickness):	3 mils

STANDARD FOOTINGS: Footings shall be designed per stringent International Building Code (IBC) for the specific structure. Columns will be provided as standard direct embedment or optional pier mount (anchoring hardware not supplied by Shade Systems). Other footing methods are available upon request.

ROOFING: Structural frames and/or fabric sails are designed by Shade Systems only for use with CoolNet™ polyethylene shade fabric. Fabric is attached to frame or columns using the Fastening Systems below in conjunction with vinyl covered stainless steel cables. Cable fasteners are zinc-plated copper for maximum corrosion resistance.

FASTENING SYSTEM (Frame Structure): Coolnet™ Shade Fabric shall be delivered complete with independent cables pre-inserted in fabric hems. Each cable shall be looped and clamped at each end. Fastening System to consist of the Turn-N-Slide™ fastening device which is factory installed at each roof rafter corner. The Turn-N-Slide features a concealed mechanism which allows the attachment hook and sleeve at each rafter corner to move along a track in the rafter. Cables are attached to hook which is welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism. Rafters are sealed with no penetrations on the top side, thereby preventing water from entering. Such moving sleeve with hook allows the looped ends of each cable to slide over the hook when the sleeve is at its upper position, and then by turning the concealed fastener within the rafter, moves the sleeve with hook outward (toward end of rafter), thereby tensioning the cables and securing the fabric at the proper tautness. A locking cap is secured at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the Turn-N-Slide mechanism. To remove the canopy, the cap is

removed, and the mechanism rotated counter-clockwise. The sleeve with hook moves inward (toward peak of roof), thereby de-tensioning the cables, and allows fast removal of the canopy. Continuous one-piece cables, cables which are not independent per side and pre-looped and clamped at the factory, and/or cables which must be tensioned with the use of turnbuckles or tools not provided by the manufacturer are not acceptable. Structures which do not feature the Fastening Mechanism on each and every rafter, or fastening mechanisms which do not feature a sealed top rafter and moving outer sleeve such as the Turn-N-Slide, are not acceptable.

FASTENING SYSTEM INSTRUCTIONAL VIDEO: Product must be delivered complete with a minimum 5-minute instructional video on an USB Flash Drive. Video must show the viewer the exact procedure for removing and re-attaching canopy using an actual shade structure in the field. Submittals which do not include the video on an USB Flash Drive are not acceptable.

FASTENING SYSTEM (Sail Structure): CoolNet™ Shade Fabric shall be delivered complete with fastening system installed. Fastening System to consist of factory-formed stainless steel tensioning plates pre-attached to fabric canopies at each corner, and cables per the above hemmed into the fabric at the factory and terminating in the bracket. Posts shall be equipped with an adjustable 360-degree swivel and pivot attachment mechanism to which the tensioning plate fastens. Tensioning plate includes a stainless steel adjustment bolt which, when turned, tensions the fabric for a taut fit. Fabrics, cables, and brackets which are not pre-assembled at the factory are not acceptable. Cables which attach to posts with u-bolts or 'S' hooks, and which do not use a stainless steel bracketing system similar to the above are not acceptable.

CoolNet™ SHADE FABRIC: Knitted of monofilament and tape construction high density polyethylene with Ultra-Violet (U.V.) stabilizers and flame retardant. Coolnet™ offers the ultimate combination of maximum sun protection, strength and durability to ensure maintenance free long-life performance. UV- Block Factor varies by standard color offered from 90% to 97%.

Coolnet™ Properties:

Nominal Fabric Mass:		Min. 340 g/m ² // 10 oz/yd ²
Fabric Thickness:	ASTM D5199-12	.06 inch
Temperature Range:		-50°F to 248°F
Roll Width:		9 ft. 10 in.
Roll Length:		131 ft.
Tensile Strength:	ASTM D5034-09	Warp (189.1 lbf) / Weft (462.3 lbf)
Elongation:	ASTM D5034-09	Warp (88.7%) / Weft (49%)
Tongue Tear:	ASTM D2261-13	Warp (39.6 lbf) / Weft (43 lbf)
Burst Strength:	ASTM D6797-15	408.0 lbf
Flammability:	ASTM E-84 Class A	
Lead:		PASS
Phthalate:		PASS

Coolnet™ Shade Fabrics meet the most stringent Fire Standards for shade fabrics including CSFM 1237.1 and NFPA 701 across all color variants.



All hems and seams are double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA® sewing thread (GORE and TENARA are trademarks of W. L. Gore & Associates).

INSURANCE: Manufacturer must show acceptable evidence of the following minimum insurance coverages, all written on the Occurrence Form:

- Commercial Product Liability/Completed Operations of \$1,000,000 per claim and \$2,000,000 aggregate;
- Professional Liability (Errors & Omissions) of \$2,000,000 per claim;
- And an additional \$5,000,000 umbrella coverage.

WARRANTY: Shade Systems, Inc. warrants that the equipment sold will conform in kind and quality to the specifications listed in the Order Acknowledgment and will be free of defects in workmanship or materials. Shade Systems further warrants:

- LIMITED 20 YEAR WARRANTY on all upright posts, cables, and tensioning plates against failure due to rust-through corrosion.
- LIMITED 10 YEAR WARRANTY on all CoolNet™ fabric and GORE™ TENARA® stitching thread against degradation, cracking or material breakdown resulting from ultra-violet exposure. This warranty excludes failure of fabric due to chemical erosion or as a result of flying objects.
- LIMITED 1 YEAR WARRANTY on powder-coating, or any other product or part not covered by one of the above warranties.

The above warranties are not pro-rated. Please refer to the full text of our complete Limited Warranty for additional details and other important warranty information.

MANUFACTURER EXPERIENCE: Bidder must show evidence of at least six (6) public municipal installations where manufacturer's product as proposed pursuant to this bid has been installed and has been in continuous use for a minimum of five (5) years each.

MANUFACTURING FACILITY: Bidder's products must be completely manufactured entirely in its own factory by its own employees, including powder-coating, thereby ensuring complete quality control. Bidder must certify that no aspect of its production – including powder-coating – is contracted out to third parties.

ALTERNATE PRODUCT APPROVAL PROCEDURE: Ten (10) day prior approval required for substitution of product design, materials and features specified above. Submittals must include plans, drawings, cut sheets, material data sheets, testing results and samples. Bids failing to meet this requirement will be deemed non-responsive.

Pre-Engineered Sail Shade Products

WARNING:

PLEASE READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT, COUNTY, CITY, ETC.

Part 1 – General

1.1 Related Documents

Drawings and general provisions of the Contract, including General Conditions and Division 1 Specifications Sections, apply to this section.

1.2 Summary

The shade structure contractor shall be responsible for design, engineering, fabrication and supply of the work specified herein. The intent of this specification is to have only one manufacturer be responsible for the aforementioned functions.

1.3 Submittals

1.3.1 Pre-Bid Submittals

- A. Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to International Building Code (IBC) specifications. Include in reference list of structure dimensions with install dates and project locations.
- B. Provide information to establish desired fabric color and powder coat color.
- C. Provide proof of all quality assurance items including:
 - 1. A list of at least three (3) reference projects that have been installed a minimum of five (5) years.
 - 2. Proof of Liability and Umbrella Insurance.

1.3.2 Award of Contract Submittals

- A. Provide structural shop drawings.
- B. Provide fabric color and powder coat color selections for final order.

1.4 Project Conditions

- A. Field Measurements: verify layout information for shade structures shown on the drawings in relation to the property survey and existing structures. Verify locations by field measurements prior to construction.

1.5 Warranty

- A. The successful bidder shall provide a one (1) year warranty on all labor and materials.
- B. A supplemental non-prorated warranty from the manufacturer shall be provided for a period of ten (10) years on fabric including stitching and twenty (20) years on the structural integrity of the steel, from date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents, and will be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contractor documents.
- D. Because of surety requirements, any performance and payment bond that might be required will cover only the first year of the warranty. The manufacturer's warranty will be a separate document, and will be executed at the time of completion of the work.

Part 2 – Products

2.1 General

The shade products shall be designed and manufactured to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs. All shade products are shipped knocked-down, with complete assembly instructions, and ready for easy in-field installation.

The proposed structure(s) manufactured by Shade Systems, Inc. or approved equal, shall be modular and pre-fabricated, and include the structural steel frame, fabric roof, steel cables and all fasteners.

- A. **Manufactured and Distributed by:**
Shade Systems, Inc.
4150 SW 19th Street
Ocala, FL 34474
(800) 609-6066 Phone
(352) 237-2256 Fax
brad@shadesystemsinc.com
www.shadesystemsinc.com

B. Or approved equal. Ten (10) day prior approval required for substitution of product design, materials and features specified above. Submittals must include plans, drawings, cut sheets, material data sheets, testing results and samples. Bids failing to meet this requirement will be deemed non-responsive.

C. Structures are engineered to meet or exceed the requirements of International Building Code (IBC), and the following standard specifications:

Wind Speed (Frame only): 150 M.P.H.

Wind Speed (Frame w/canopy): 90 M.P.H.

Live Load: None

Snow Load: None

Optional designs with greater wind speeds, live loads, and snow loads are available.

D. Material: All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and power-coating on steel parts, subject to the Product-Specific requirements. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.

E. Weldments: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of the shade products.

F. Posts, Structural Frame Tubing, and Hardware: All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. Support pipes shall be schedule 40 black steel with appropriate pre-treatment for powder-coating. All fastening hardware shall be stainless steel.

G. Polyester Powder-coating Process: All powder-coated parts are completely cleaned and a hot zinc phosphate pretreatment with non-chromic sealer is applied. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake

Resistance, and Salt Spray Resistance. Colors shall be specified.

- H. Standard Footings: Footings shall be designed per stringent International Building Code (IBC) for the specified structure. Columns will be provided as standard direct embedment. Other footing designs are available.
- I. Roofing: Sails are designed by Shade Systems only for use with polyethylene shade fabric. Fabric is attached to posts using the Fastening Systems below in conjunction with vinyl covered minimum ¼" diameter stainless steel cables. Cable fasteners are zinc-plated copper for maximum corrosion resistance.

2.2 Fastening System

CoolNet™ Shade Fabric shall be delivered complete with fastening system installed. Fastening System to consist of factory-formed stainless steel tensioning plates pre-attached to fabric canopies at each corner, and cables per the above hemmed into the fabric at the factory and terminating in the bracket. Posts shall be equipped with an adjustable 360-degree swivel and pivot attachment mechanism to which the tensioning plate fastens. Tensioning plate includes a stainless steel adjustment bolt which, when turned, tensions the fabric for a taut fit. Fabrics, cables, and brackets which are not pre-assembled at the factory are not acceptable. Cables which attach to posts with u-bolts or 'S' hooks, and which do not use a stainless steel bracketing system similar to the above are not acceptable.

2.3 Fabric

- A. Shade Fabric: Knitted of monofilament and tape construction high density polyethylene with Ultra Violent (U.V.) stabilizers and flame retardant. UV-Block Factor varies by standard color offered from 91% to 99%.

Normal Thickness:	0.057 inches
Fabric Mass:	Min 337 g/m ²
Light Fastness:	7-8 (Blue Wool Scale)
Weather Fastness:	4-5 (Grey Scale Test)
Tear Resistance:	Warp 210N
	Weft 276N
Breaking Force:	Warp 786N
	Weft 1544N

Bursting Pressure: Mean 3125kPa

Bursting Force: Mean 1775N

All hems and seams are double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA™ sewing thread (GORE and TENARA are trademarks of W.L. Gore & Associates).

- B. Flammability: Shade Fabric is treated with fire retardants and passes requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol. Written evidence of compliance with this standard, including with accelerated water leaching protocol, must be furnished with bid proposal.

Color	Weight (g/m ²)	Shade Factor %	UVR Block %
Navy Blue	316	96	99
Forest Green	340	96	97
Aquatic Blue	348	88	94
Desert Sand	322	84	95
Rivergum Green	318	86	93
Eggshell White	342	79	95
Canary Yellow	342	77	93
Bright Red	342	81	91
Light Blue	348	95	97
Silver Grey	318	92	97

Part 3 – Execution

3.1 Installation

Installations of shade structure(s) shall be performed by an installer who shall follow the manufacturer's instructions for assembly, installation, and erection, per approved drawings.

A. Concrete

1. Concrete work shall be executed in accordance with the latest edition of the American Concrete Building Code, ACI 318.
2. All reinforcement shall confirm to ASTM A-615, Grade 60.
3. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual, and Manual of Standard Practice.

Technical Specifications

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TEMPORARY CONTROLS**PART 1 – GENERAL****1.1 DESCRIPTION**

Temporary Controls shall consist of furnishing all labor, materials, tools and equipment necessary to:

- A. Locate and protect all existing utilities
- B. Establish and maintain construction staking
- C. Protect the site and work completed
- D. Provide traffic control measures in the construction zone

1.2 BASIS OF PAYMENT

- A. Protection of existing utilities is considered incidental to this contract and will not be paid for separately
- B. Construction staking is considered incidental to the contract and will not be paid for separately
- C. Protection of Work is considered incidental to this contract and will not be paid for separately
- D. Traffic control is considered incidental to this contract and will not be paid for separately

PART 2 – MATERIALS (Not Applicable)**PART 3 – EXECUTION****3.1 UTILITIES**

Contractor shall determine the locations of and protect buried and exposed, public and private utilities within the Construction Limits or areas disturbed by their operation. Utilities that interfere with construction may be temporarily rerouted with the approval of the Owner's Representative. Repairs to utilities that are damaged due to Contractors operations shall be made by Contractor at no cost to Owner.

3.2 CONSTRUCTION STAKING

Contractor shall provide necessary horizontal and vertical controls to adequately mark the location of proposed improvements contained in the drawings and be responsible for maintaining staking throughout the duration of the project. The Owner reserves the right to make minor adjustments in the lines and grades as the work progresses whenever such changes are considered necessary to better accomplish the intent of the drawings.

3.3 PROTECTION OF WORK

Contractor shall protect his work at all times throughout the duration of this project in accordance with General Conditions and at the direction of Owner's Representative. Temporary gates and fences will be required and is considered incidental to the contract.

3.4 TRAFFIC CONTROL

Contractor shall be responsible for providing all signs, barricades, flag men, and other traffic control devices in the construction zone. All traffic control measures shall meet the requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, and the Standard Specifications for Traffic Control Items, latest edition. The work shall be conducted with minimum interference to roadways.

END OF SECTION 02009

GRUBBING AND DEBRIS REMOVAL

PART 1 – GENERAL

1.1 DESCRIPTION

Grubbing, Tree, Brush, and Debris Removal shall consist of furnishing all labor, materials, tools, and equipment necessary to remove trees, brush, stumps, roots, trash, and construction debris as indicated on the drawings.

1.2 BASIS OF PAYMENT

- A. Grubbing will be considered incidental to the contract and will not be paid for separately.
- B. Construction Debris Removal is considered incidental to the contract and will not be paid for separately.

1.3 INCORPORATED SPECIFICATIONS

The following specifications are incorporated into this document:

"Standard Specifications for Road and Bridge Construction" – Illinois Department of Transportation
– Latest Edition
Article 202.03 Removal and Disposal of Surplus, Unstable, and Unsuitable Materials and Organic Waste

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

PART 2 – MATERIALS (Not Applicable)

PART 3 – EXECUTION

3.1 DEFINITIONS

Grubbing: Removal of all bushes, stumps, and roots under all paved areas including, but not limited to; trails, sidewalks, entrance drive, and parking areas.

Construction Debris: An accumulation of any unusable man-made construction material which has been excavated or placed on the site during the contract period, including, but not limited to; concrete metal culverts, lumber, pipe, brick, and litter.

3.2 COMPLETION

Grubbing shall consist of removing all brush, stumps, roots, and vegetation under the shade sail post locations. All stumps and roots shall be removed in totality.

Construction debris within the Construction Limits shall be removed in accordance with the above referenced and incorporated specifications.

3.3 DISPOSAL OF MATERIAL

Material resulting from these operations shall be removed from the site and disposed of in an appropriate manner at an Illinois EPA authorized waste management facility.

END OF SECTION 02100

EARTHWORK**PART 1 – GENERAL****1.1 DESCRIPTION**

Earthwork shall consist of furnishing all labor, materials, tools and equipment necessary to grade the site in accordance with the plan and specifications. This may include rough and finish grading; excavation of organic soils; removal, stockpiling and redistribution of topsoil; and all other grading and excavation operations unless otherwise called for in the plan and specifications.

1.2 FIELD CHANGES

The Owner reserves the right to make minor adjustments in lines and grades as the work progresses, whenever such changes are considered necessary to better accomplish the intent of the drawings.

1.3 BASIS OF PAYMENT

A. Payment for general earthwork will be by lump sum as bid in the proposal under the item EARTHWORK.

1.4 INCORPORATED SPECIFICATIONS

The following specifications are incorporated into this document:

"Standard Specifications for Road and Bridge Construction" – Illinois Department of Transportation
– Latest Edition

Articles 202.04-202.06 Earth and Rock Excavation

Articles 205.01-205.08 Embankment

Articles 211.01-211.06 Topsoil and Compost

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

PART 2 – MATERIALS (Not Applicable)**PART 3 – EXECUTION****3.1 TOPSOIL REMOVAL AND REDISTRIBUTION**

Topsoil and all other material excavated for the concrete footings shall be removed and disposed of off-site. The Contractor is responsible for determining the waste management facility to be utilized for proper disposal of excavated material. Any testing or certifications required for removal are also the responsibility of the Contractor.

END OF SECTION 02200

SITE FURNISHINGS**PART 1 - GENERAL****1.1 DESCRIPTION**

Contractor shall furnish, assemble, and completely install all site furnishings called for in the plans and specifications. This work consists of procurement, storage, unpacking, assembly, and installation of all items in accordance with the plans, specifications, and manufacturer's drawings, instructions, and recommendations. Contractor shall be responsible for acquiring all permits, engineered drawings with appropriate seals, and calculations required to complete this work.

1.2 FIELD CHANGES

The Owner reserves the right to make minor adjustments in locations of site furnishings as the work progresses whenever such changes are considered necessary to improve function or accessibility.

1.3 BASIS OF PAYMENT

Payment for each site furnishing item will be per EACH as bid in the proposal. All labor, tools, and materials required for a complete installation of the items shall be included in the bid for SITE FURNISHINGS.

1.4 INCORPORATED SPECIFICATIONS

The following specifications are incorporated into this document:

"Standard Specifications for Road and Bridge Construction" – Illinois Department of Transportation – Latest Edition.

Section 1020 Portland Cement Concrete

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

PART 2 - MATERIALS**2.1 CONCRETE**

Cast-in-place concrete associated with installation of site furnishings shall meet the requirements and recommendations of the manufacturer. Concrete foundations for site furnishings shall be installed first as a separate bid item from the shade sails. Payment for each concrete footing will be per EACH as bid in the proposal. All labor, tools, and materials required for the complete installation of this item shall be included in the bid for CONCRETE FOOTINGS.

2.2 SHADE SAILS

Shade sails and concrete footings shall be as manufactured by Shade Systems and supplied by Parkreation, Inc. as shown in the construction details, as specified in the Special Conditions section, and as specified herein. Contractor shall be responsible for the structural design of the shade sail and for furnishing detailed design drawings with an Illinois-licensed Structural Engineer's seal and/or other seals as permits require.

The following models and options will be required:

Model: **Custom** (Sail consisting of 4 columns and 1 fabric)

Installation/Mount: **PIER Mount Plates**

Fabric Color: **Bora Bora Blue**

Post Color: **Gunmetal Grey**

Quantity: 1

(Or Approved Equal)

Model: **“Large Tornado”**
 Installation/Mount: **PIER Mount Plates**
 Fabric Color: **Bora Bora Blue**
 Post Color: **Gunmetal Grey**
 Quantity: 3
 (Or Approved Equal)

Contact Information:

Parkreation, Inc.
 27 E. Palatine Rd.
 Prospect Heights, IL 60070
 Phone: 847-419-7744 Website: www.parkreation.com

Shade sail footings shall be cast-in-place concrete. The footing design, reinforcement, and anchor bolt layout shall be in accordance with the manufacturer's drawings and recommendations, and acquiring such are the responsibility of the Contractor. Footing layouts for both shade types can be found in Exhibits B and C.

Contractor shall be responsible for procuring, assembling, and installing the shade sails in accordance with the manufacturer's drawings and recommendations. All materials and labor associated with installing the shade sails shall be included in the bid price for PATIO SHADE SAIL and LAKESIDE SHADE SAILS.

PART 3 - EXECUTION

3.1 ASSEMBLY

Contractor shall clean, uncrate, and assemble all site furnishings and materials shipped directly to them as necessary to install a complete and usable item. This shall also include checking freight tickets, providing copies to Owner upon request, and inspection of items shipped.

3.2 INSTALLATION

All site furnishings shall be assembled and installed in accordance with the manufacturer's installation instructions unless otherwise specified or detailed.

Shade sail footings shall be installed prior to procuring shade sail design drawings from the manufacturer. On-site measurements between each footing must be provided to the manufacturer to produce the shade sail design drawings.

Shade sail posts shall be mounted to the concrete footings per manufacturer's drawings and recommendations.

3.3 SECURING HARDWARE

Whether stated on the manufacturer's installation instructions or included in the furnishing's hardware, contractor shall be responsible for trimming all bolts and other similar fasteners to within one-quarter (1/4") inch of the nuts/fasteners and securing the nuts in a manner that will prevent removal, such as peening, double nutting, or tack welding. Method shall be approved by the Owner or Owner's agent prior to beginning the work.

3.4 MANUFACTURER INSTALLATION INSTRUCTIONS

Contractor shall secure any other instructions required for proper installation from the specific manufacturers, which may not be included but required.

END OF SECTION 02870

TOPSOIL AND SEEDING**PART 1 – GENERAL****1.1 SUMMARY**

Seeding shall include preparation of the topsoil, seeding, fertilizing and mulching and shall consist of furnishing all labor, materials, tools and equipment necessary to establish a stand of quality grass over areas graded or disturbed during construction and as noted on the drawings. The seed types and mixtures used shall be as herein specified.

All areas disturbed by excavation or grading during construction shall be seeded in accordance with this section. Areas disturbed beyond the construction limits shall be restored by the contractor in accordance with this section and will be considered incidental to the contract.

1.2 BASIS OF PAYMENT

All TOPSOIL AND SEEDING is considered incidental to the Contract and will not be paid for separately. Any additional topsoil needed shall not be paid for separately. Depth of topsoil bordering new concrete flatwork shall be a minimum of 4-inches.

1.3 INCORPORATED SPECIFICATIONS

The following specifications are incorporated into this document:

"Standard Specifications for Road and Bridge Construction" – Illinois Department of Transportation – Latest Edition.

Articles 211.01-211.06 Topsoil

Articles 251.01-251.03 Mulch

Articles 250.01-250.07 Seeding

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

PART 2 – PRODUCTS**2.1 MATERIALS**

A. TOPSOIL: Any new topsoil needed shall be fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter and free of roots, stumps, stones larger than two (2) inches in any dimension and other extraneous or toxic matter harmful to plant growth. Contractor shall not commence seeding restoration until receiving approval of the prepared topsoil surface from Owner or Owner's Representative.

B. SEEDING: Seeding shall be IDOT Class 1B Lawn Mixture and shall be used for seeding all disturbed turf areas as indicated on the plans including trail shoulders, walkway areas and all areas where grass is to be mowed.

IDOT Class 1B Lawn Mixture shall consist of the following varieties in the specified amounts:

Fine leaf Turf-Type Fescue	150 lb/acre
Perennial Ryegrass	20 lb/acre
Red Top	10 lb/acre
Creeping Red Fescue	20 lb/acre

A seed tag of the proposed mixture to be used, with expiration dates, shall be submitted to the Owner's Agent for approval prior to seeding.

- C. SEED PURITY: Seeds used shall be Certified, 97% purity, 85% germination. Seed shall be duly tested and the date of said test shall be indicated on tags.
- D. MULCH: Newly seeded areas shall be top-dressed with straw as specified in Article 251.03, Method 1 of the Standard Specifications for Road and Bridge Construction.
- E. FERTILIZER: Areas to be seeded with Class 1B seed mixture shall receive a 13-25-12 fertilizer.

PART 3 – EXECUTION

3.1 TOPSOIL PREPARATION

Topsoil placed during earthwork that has become crusted or hardened, shall be disked, raked or otherwise broken up and leveled to form a suitable seedbed for seeding.

3.2 FERTILIZING

Following the topsoil operations and prior to turf seeding, an application of 13-25-12 fertilizer shall be applied to the turf bed at a rate of fifteen (15) pounds per one-thousand square feet. Broadcast fertilizer evenly over the area and incorporate to depth of three (3) to four (4) inches. Only areas to be lawn seeded shall be fertilized.

3.3 SEEDING

After application of fertilizer, the site shall be fine graded with tiller rakes. Grass seed shall be then applied at a rate not less than the specified pounds per acre using a seed spreader.

3.4 SEEDING TIMES

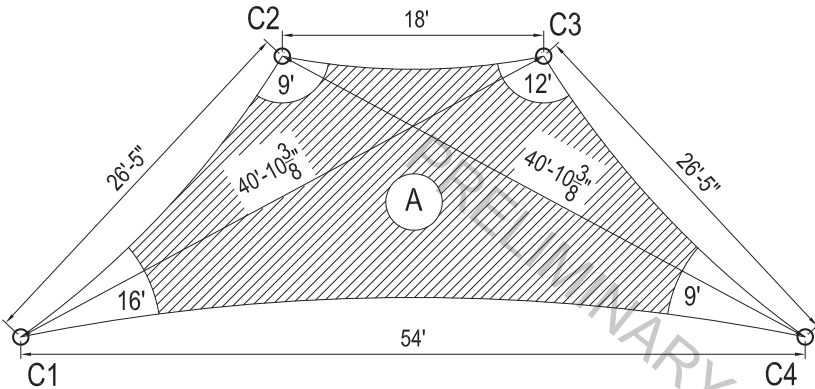
Planting times for Lawn Seeding shall be April 1 to June 15 and September 1 to November 27 in accordance with the IDOT specifications.

3.5 TURF GERMINATION/GUARANTEE

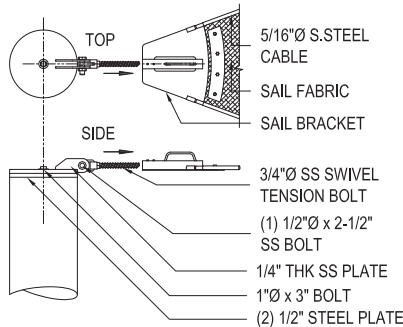
Contractor shall be responsible for the turf until smooth, uniform and stabilized turf is established and is acceptable to the Owner's Agent. Areas showing germination failure shall be over-seeded at Contractor's expense. The Owner or Owner's representative shall determine when an acceptable stand of turf has been established and reserves the right to wait one entire growing season, or over the winter to verify the germination and quality of turf, if necessary.

END OF SECTION 02920

IMPORTANT: The footings sizes provided are estimated only. Depending on local conditions, actual engineered concrete footings may be substantially larger than estimates provided herein. Shade Systems is not responsible for actual engineered footings sizes differing from the estimates given or for any additional concrete installation costs which may be incurred by you as a result thereof.

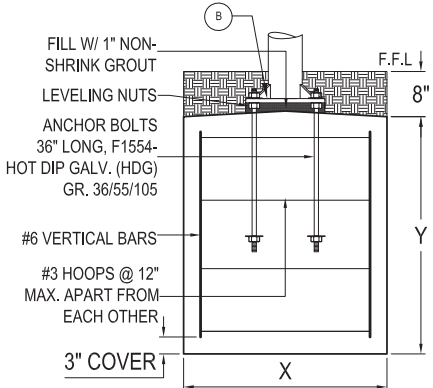


5/16" DIA. STAINLESS STEEL CABLE AROUND PERIMETER OF MATERIAL
① PLAN VIEW NOTE: NUMBERS IN CORNERS OF FABRIC INDICATE SAIL ATTACHMENT POINT HEIGHTS



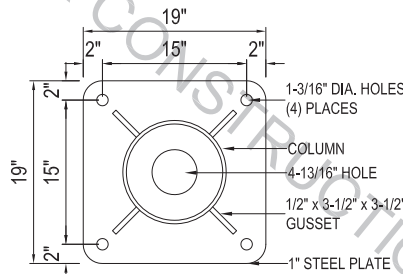
② SAIL TOP CORNER DETAIL

	STEEL COLUMN	FOOTER		ANCHOR BOLT SIZE	ANCHOR BOLT LENGTH	NUMBER OF VERTICAL BARS
		X	Y			
C1-F1	10-3/4" DIA. X .365" WALL	36" Ø	102"	1" Ø	36"	12
C2-F2	8-5/8" DIA. X .322" WALL	36" Ø	78"	1" Ø	36"	12
C3-F3	10-3/4" DIA. X .365" WALL	36" Ø	88"	1" Ø	36"	12
C4-F4	8-5/8" DIA. X .322" WALL	36" Ø	78"	1" Ø	36"	12

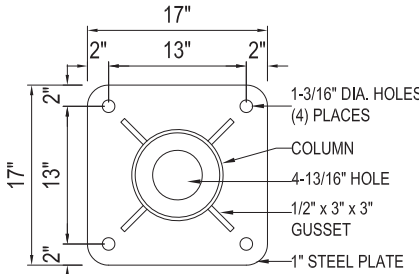


③ FOOTING DETAIL

NOTE: GROUT, HOOPS, REBARS & ANCHOR BOLTS NOT SUPPLIED BY FACTORY



④ BASE PLATE DETAIL C1/C3



⑤ BASE PLATE DETAIL C2/C4

GENERAL NOTES

1. THE SHADE SYSTEMS, INC.™ STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2018 BC CODES ALONG WITH ANY ADOPTED STATE BUILDING CODES AND ASCE 7-16 TO THE FOLLOWING DESIGN CRITERIA:

CATEGORY	STRUCTURE WITH FABRIC CANOPY REMOVED
EXPOSURE	C
BASIC WIND SPEED	115 MPH

2. THE FOUNDATION ASSUMES A MINIMUM SOIL BEARING CAPACITY OF 1700 PSF.

3. ALL FASTENERS SHALL BE STAINLESS STEEL.

4. ALL BOLTS MUST BE SNUG TIGHT. THE SNUG TIGHTENED CONDITION IS THE TIGHTNESS THAT IS ATTAINED WITH THE FULL EFFORT OF A TYPICAL WORKER USING AN ORDINARY SPUD WRENCH TO BRING THE PILES INTO FIRM CONTACT. SNUG TIGHT IS THE CONDITION THAT EXISTS WHEN ALL THE PILES IN A CONNECTION HAVE BEEN PULLED INTO FIRM CONTACT BY THE BOLTS IN THE JOINT AND ALL THE BOLTS IN THE JOINT HAVE BEEN TIGHTENED SUFFICIENTLY TO PREVENT THE REMOVAL OF THE NUTS WITHOUT THE USE OF A WRENCH.

5. THE FABRIC SYSTEM IS DESIGNED TO WITHSTAND WINDS UP TO 90 MPH WITH THE FABRIC ATTACHED. HOWEVER, THE FABRIC MAY NOT WITHSTAND WINDS IN EXCESS OF 90 MPH AND THEREFORE RELEASE.

STEEL:

1. STEEL PIPES SHALL HAVE A MINIMUM YIELD STRENGTH OF 45 KSI. STEEL PLATES SHALL CONFORM TO ASTM A36.

2. ALL PARTS SHALL BE FACTORY-WELDED TO AMERICAN WELDING SOCIETY (AWS) SPECIFICATIONS AND SHALL UTILIZE E70-80 AND HAVE THE HIGHEST STANDARDS OF QUALITY WORKMANSHIP.

3. ALL WELDS SHALL BE FILLET WELDS WITH MAXIMUM PERMISSIBLE THROAT THICKNESS OR FULL PENETRATION GROOVE WELDS.

CONCRETE:

1. ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 301 AND 318.

2. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (f_c) OF 3000 PSI. A CONCRETE MIX HAVING A LISTED STRENGTH OF AT LEAST 3000 PSI THAT IS MIXED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS IS ACCEPTABLE FOR USE.

3. REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60 WITH A MINIMUM YIELD STRENGTH (f_y) OF 60 KSI.

4. UNLESS OTHERWISE SHOWN, CONCRETE COVER SHALL BE 3" (MIN).

FABRIC:

1. COOLNET™ SHADE FABRICS MEET FIRE STANDARDS FOR SHADE FABRICS INCLUDING CSFM 1237.1 AND NFPA 701 ACROSS ALL COLOR VARIANTS.

THIS DOCUMENT AND ITS CONTENTS ARE THE PROPERTY OF SHADE SYSTEMS, INC., AND CANNOT BE MODIFIED, USED, OR RESOLD TO ANY PERSON OR ENTITY WITHOUT WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. REPRODUCTION OF THESE PLANS, EITHER IN WHOLE OR IN PART, INCLUDING ANY FORM OF COPYING AND/OR PREPARATION OF DERIVATIVE WORKS THEREOF, FOR ANY REASON WITHOUT PRIOR WRITTEN PERMISSION FROM SHADE SYSTEMS, INC. IS STRICTLY PROHIBITED. © 2023 SHADE SYSTEMS, INC.

NOTE TO OWNER:
OWNER ACCEPTS FULL RESPONSIBILITY FOR REMOVING THE FABRIC SHADE MATERIAL FROM THE STEEL FRAME WHEN SEVERE WEATHER CONDITIONS ARE PREDICTED. SUCH CONDITIONS INCLUDE PREDICTED WIND SPEEDS IN EXCESS OF 90 MPH. ALSO, AS STRUCTURE IS NOT DESIGNED FOR ANY SNOW LOAD, IT IS RECOMMENDED THAT CANOPY BE REMOVED WHEN SNOWFALL IS EXPECTED.

Shade systems™
4150 S.W. 19 Street
Ocala, FL 34474
Tel.: 1-800-609-6066

NOTE:
PRELIMINARY AND TENTATIVE DRAWING, NOT FOR CONSTRUCTION.
ALL INFORMATION SHOWN IS SUBJECT TO CHANGE BY MANUFACTURER PRIOR TO DELIVERY. USE ONLY DRAWINGS AND INSTRUCTIONS PROVIDED WITH YOUR ORDER FOR CONSTRUCTION

*Monee Reservoir
Monee, IL*

Approved:

Model Name:
CUSTOM SAIL
SHADE SYSTEMS STRUCTURE
Model No.:
SAIL

Revisions	
REP:	
REP QTE. NO.	Q-14691

Approved: JRB	Job:
Checked: MG	QTE
Drawn: NB	
Date: 06/20/2025	Sheets: 1 OF 1
NOT TO SCALE	

Proposal Form

Contractor Name: _____

1. Project Identification:

2025 Bench Replacement Program – Bench Additions at Kankakee Sands and Rock Run Rookery

2. Bid Opening:

Date: July 21, 2025

Time: 9:00 AM Central Time

Place: Forest Preserve District of Will County
Sugar Creek Administration Center
17540 W. Laraway Road
Joliet, Illinois 60433

3. References:

Contractor shall submit a minimum of 3 references confirming their ability to perform the proposed work in a quality and timely manner.

Contact Person	Company Name/Address/City/Phone/email	Date Work Completed
----------------	---------------------------------------	---------------------

A. _____	_____	_____
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() _____

B. _____	_____	_____
----------	-------	-------

() _____

C. _____	_____	_____
----------	-------	-------

() _____

Contractor Name: _____

Project Identification: Monee Reservoir – Patio and Lakeside Shade Structures

4. Contract Document Checklist:

The following is a checklist of documents which should appear in the Bid packet. Bidder shall complete the checklist and contact the Forest Preserve if any of the documents have been omitted.

Section	No. of Pages	Yes	No
Invitation for Bids	2	<input type="checkbox"/>	<input type="checkbox"/>
Instructions to Bidders	3	<input type="checkbox"/>	<input type="checkbox"/>
General Conditions	20	<input type="checkbox"/>	<input type="checkbox"/>
Special Conditions	1	<input type="checkbox"/>	<input type="checkbox"/>
Technical Specifications	10	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Form	6	<input type="checkbox"/>	<input type="checkbox"/>
Maps and Exhibits	3	<input type="checkbox"/>	<input type="checkbox"/>

5. Acknowledgments:

A. Apprenticeship or Training Program Certification for all construction contracts:

The Forest Preserve District of Will County Procurement Ordinance No. 419 requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

Contractor Name: _____

Project Identification: Monee Reservoir – Patio and Lakeside Shade Structures

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Forest Preserve at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

☐ Does not apply ☐ Yes ☐ No

- B. Receipt and Understanding of Documents and Inspection of Work Site: Bidder has received and examined a complete set of Contract Documents and understands the meaning of their content. Bidder also has inspected the Project's Work Site. Bidder shall willingly comply with the guidelines set forth in the Contract Documents and waives all rights to claim misunderstanding regarding the same.

☐ Yes ☐ No

- C. Non-Collusion: Bidder declares that the only person or parties interested in this proposal are those names herein and that the proposal is made without collusion with any other person, firm, or corporation.

☐ Yes ☐ No

- D. Small Business Enterprise Initiative: Bidder has reviewed the Instructions to Bidders, Section 5, and qualifies as the following:

Small Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Minority Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Female Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Persons with Disabilities Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If your business does not qualify under any of these categories check here. ☐ Does not apply

The Forest Preserve reserves the right to require Bidder to submit documentation of the above information at the time of contract award.

- E. Addendum: Bidder acknowledges receipt of the following addendum to the Contract and has attached the addendum to the Proposal Form. When addenda to the Contract were not issued, indicate "None."

Addendum Number Date of Addendum

- F. Legal Obligations: Contractor and its subcontractors shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances that in any manner affect the conduct of the Work, including all anti-discrimination, prevailing wage, and safety laws.

Contractor Name: _____

Project Identification: Monee Reservoir – Patio and Lakeside Shade Structures

6. Subcontractors:

When chosen as the successful Contractor, the products and services of the following subcontractors will be used in the completion of the Contract. All listed subcontractors, and the substitution of any of those listed below, shall be subject to approval by Project Manager prior to the start of their work on the project. Attach additional sheets as necessary. Please indicate if a subcontractor qualifies under the Forest Preserve's Small Business Enterprise Initiative outlined in Section 5 of the Instructions to Bidders. When no subcontractors are to be used, indicate "None."

Name/Firm	Company Name/Address/City/Phone/email	Work to be Performed/ Materials to Provide
A. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

B. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

C. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

D. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

Contractor Name: _____

Project Identification: Monee Reservoir – Patio and Lakeside Shade Structures

7. Price Schedule:

TOTAL BASE BID AMOUNT (summation of item totals which are the extension of the unit costs multiplied by the quantity)

Dollars

and _____ Cents (\$ _____)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	<u>BASE BID:</u>				
1	TREE REMOVAL (OVER 15 UNITS DIAMETER)	1	UNIT	\$	\$
2	EARTHWORK	1	LS	\$	\$
3	CONCRETE FOOTINGS	4	EA	\$	\$
4	PATIO SHADE SAIL, SHADE SYSTEMS - CUSTOM (COMPLETE)	1	EA	\$	\$
	BASE BID TOTAL:				\$

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	<u>ALTERNATE 1 BID:</u>				
1	EARTHWORK	1	LS	\$	\$
2	CONCRETE FOOTINGS	3	EA	\$	\$
3	LAKESIDE SHADE SAILS, SHADE SYSTEMS - TORNADO (COMPLETE)	3	EA	\$	\$
	ALTERNATE 1 BID TOTAL:				\$

Contractor Name: _____

Project Identification: Monee Reservoir – Patio and Lakeside Shade Structures

All Lump Sum and Unit Cost Items contained in this Proposal Form must be completed by the Contractor in accordance with Section 6 of the Instructions to Bidders. The Forest Preserve retains the right to accept or reject incomplete bids in accordance with Section 6 of the Invitation to Bids.

Contractor Information:

Contractor/Firm _____

(Seal)

Submitted By _____

Name

Title

Address _____

Street

City

State

Zip

Telephone _____ Fax _____ Email _____

I HEREBY CERTIFY THAT IF THE ABOVE BID IS ACCEPTED BY THE FOREST PRESERVE DISTRICT OF WILL COUNTY, THE UNDERSIGNED WILL ENTER INTO A CONTRACT WITH THE FOREST PRESERVE AND WILL PERFORM AND GUARANTEE THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

Signature _____ Date _____



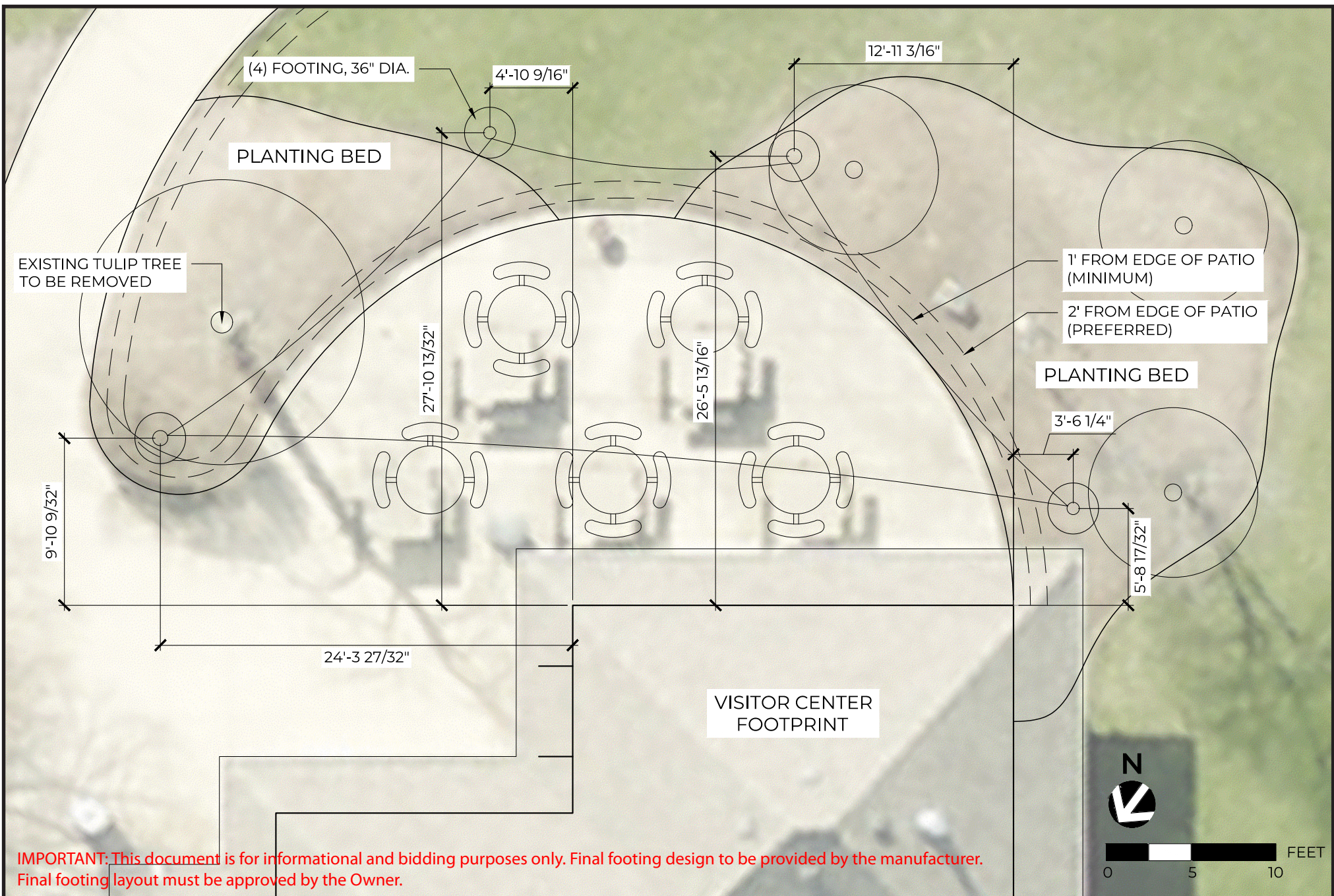
Monee Reservoir

AERIAL MAP - SHADE LOCATIONS

Forest Preserve District of Will County

July 2025

EXHIBIT A



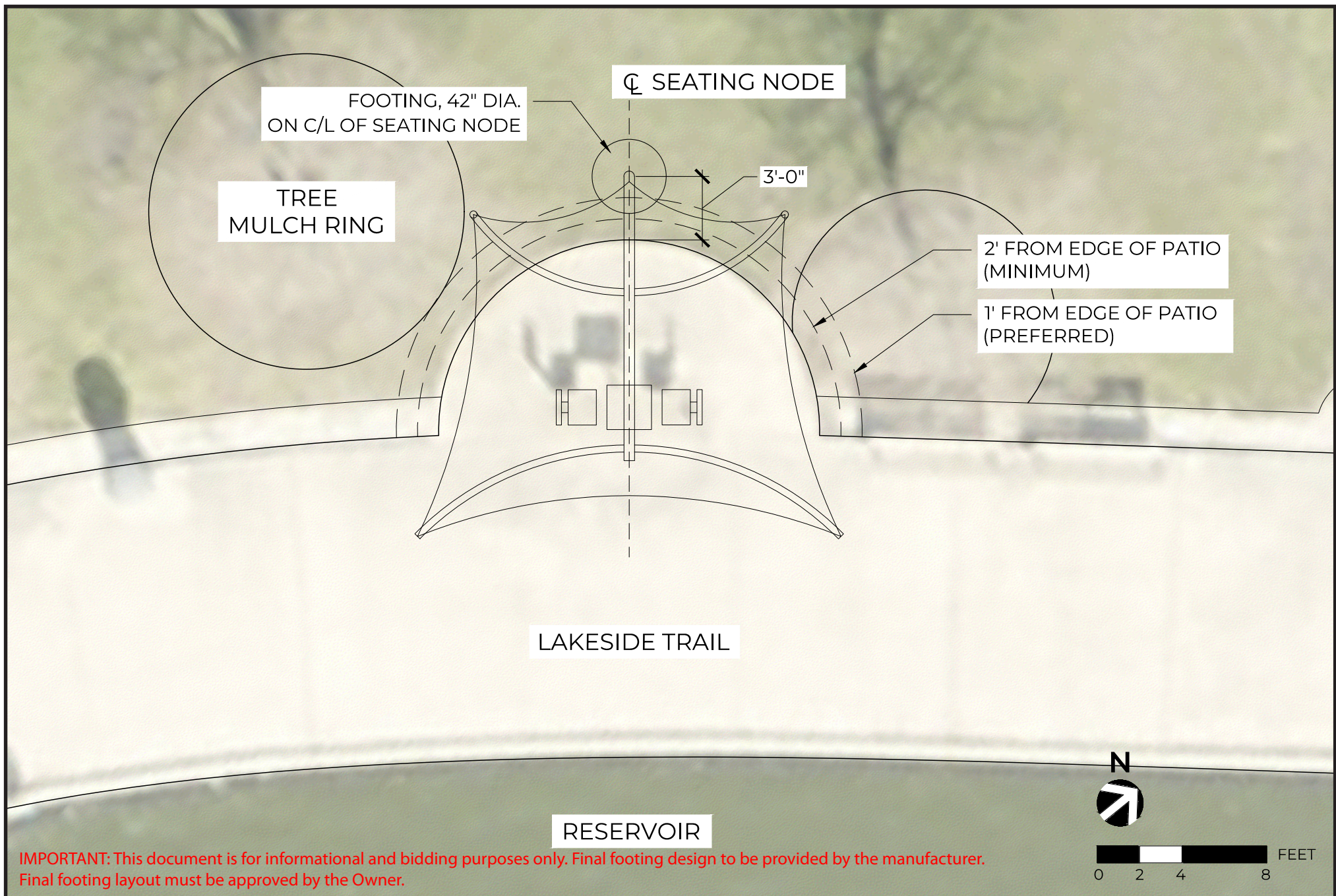
Monee Reservoir

CUSTOM SHADE - FOOTING PLAN

Forest Preserve District of Will County

July 2025

EXHIBIT B



Monee Reservoir

TORNADO SHADE - FOOTING PLAN (ALL NODES)

Forest Preserve District of Will County

July 2025

EXHIBIT C