

PROJECT MANUAL
GENERAL CONSTRUCTION

**HOFFMAN ESTATES PARK
DISTRICT – VOGELI HOUSE
INTERIOR AND EXTERIOR
REMODEL**

API PROJECT# D2100051

API Architects

2675 Pratum Avenue
Hoffman Estates, IL 60192
TEL: 312.505.1392

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INVITATION TO BID

Project: Hoffman Estates Park District
Vogelei House Interior and Exterior Remodel
API Architects Project Number 2001764H

Owner: Hoffman Estates Park District
Triphahn Community Center
1685 West Higgins Road
Hoffman Estates, Illinois 60169
Tel: 847-885-7500

Architect: API Architects
2675 Pratum Avenue
Hoffman Estates, Illinois 60192
Tel: 312-505-1392

Sealed bids for **Vogelei House Interior and Exterior Remodel** will be received by the Hoffman Estates Park District at our office; 1685 West Higgins Road, Hoffman Estates, Illinois 60169 until **exactly 10:00 A.M., Thursday September 16, 2021**, and then publicly opened and read. Bids submitted after the closing time will be returned unopened.

The Hoffman Estates Park District Board of Commissioners will make final award.

Proposals shall be submitted on the attached Bid Form and returned in sealed envelope. No bidder may withdraw their proposal after the hour set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

The Hoffman Estates Park District requires all bidders to comply with all provisions of the Park District Prevailing Wage Ordinance **O18-005**. This ordinance specifies that no less than the general prevailing rate of wages as found by the Park District or Department of Labor or determined by a court on review shall be paid each draft type of worker or mechanic needed to execute the contract or perform the work.

The Hoffman Estates Park District may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by an unsuccessful Bidder against the Hoffman Estates Park District.

Bid results and the award of the bid will be published on the Hoffman Estates Park District website www.heparks.org under General Information/Bid Information.

Contractors may obtain bid documents by emailing their request. The email shall include Contractor's information of the following.

Company Name
Address
City, State, Zip
Telephone
Fax
Contract Person

Email request to: Ken@API-Architects.net

Notice for bids date:
July 23, 2021

Sealed bids for the work set out in the Drawings and Specifications for the above titled work will be received up to:

10:00a.m. Thursday September 16, 2021

Faxed bids will not be accepted and mailbox rule does not apply.
Sealed bids will be opened publicly and read at that time.

A 10% retainage on payment requests shall be maintained until 100% of the work is complete and accepted by the Owner.

Refer to both the Bid Form and Drawings for any Alternates or Allowances to be included.

INSTRUCTIONS TO BIDDERS

1. Identification of Project

The official name and location of the project shall henceforth be known as:

Vogelei House Interior and Exterior Remodel

The official name and address of the project owner shall henceforth be known as:

HOFFMAN ESTATES PARK DISTRICT
1685 West Higgins Road
Hoffman Estates, IL 60169-2998

Bid Opening: September 16, 2021

Committee Approval: September 21, 2021

Board Approval: September 28, 2021

Contract Awarded: September 30, 2021

Commencement of Work: Commencement of paperwork shall begin immediately upon notification of award. Construction will take place as soon as contracts and permit have been executed.

Site Available for Construction: October 1, 2021

Substantial Completion: TBD

2. Contract Documents

The Notice to Bidders, the Instructions to Bidders, the Drawings, the A.I.A. General Condition (by referral) the Supplementary Conditions, Specifications, the Supplied Bid Form. The accepted Bid Sheet and certification and the Owner's Purchase Order comprise the Contract Documents.

See invitation to bid for instructions to obtain Contract Documents.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form. Oral explanations or instructions given before the award of the contract will not be binding.

4. Conditions Affecting the Work

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work, the general and local conditions, which can affect the Work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

A site visit with the Architect will be set for Friday July 30, 2021 at 10:00 a.m. for all contractors.

Unscheduled individual site visits are not allowed. No extra payment for any conditions, which can be properly allowed in the bid by careful examination of the documents, or the existing conditions at the site. No extra payment will be made unless approved by the Architect, consistent with its authority from the Owner.

5. Bid Guarantee, Bonds and Required Paperwork

- A. A Bid Guarantee, five percent (5%), is required by the invitation for bids. Failure to furnish a Bid Guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid, in the absolute discretion of the Owner.
- B. The Bid Guarantee shall be in the form of a bid bond, postal money order, certified check, or cashier's check made payable to the Owner. Bid guarantees, other than those stated, will be returned (a) to unsuccessful bidders as soon as practicable after the award of the job; and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

6. Preparation and Submission of Bids

Before submitting a bid, each bidder shall carefully examine all documents pertaining to the Work and visit the sites to verify conditions under which Work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in their bid for all contingencies. Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes (sales tax does not apply), insurance and contingencies, with overhead and profit necessary to produce a completed project, or to complete those portions of the Work necessary to produce a completed project, or to complete those portions of the Work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees and costs incurred.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered reasonably, prior to bidding.

All bids must be made upon the Bid Form furnished by the Architect attached hereto and should give the amounts bid for work, in numbers, and must be signed and acknowledged by the contractor. In order to insure consideration, the Bid should be enclosed in an envelope marked "Bid Proposal for Hoffman Estates Park District – **Vogeli House Interior and Exterior Remodel** to be received until **10:00 A.M., September 16, 2021** showing the return address of the sender and addressed to: Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates, Illinois 60195. Bids must be sealed, marked and addressed as directed above. Failure to do so may result in a premature opening of, or a failure to open, such bid.

The bid submitted must not contain erasures, inter-lineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid. Unless called for, alternate bids will not be considered.

7. Prices

The prices are to include the furnishing of all materials, equipment, tools, insurance, bonds, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents.

8. Time Schedule

The timely execution of any project is extremely important. As this work's timeliness will have a direct effect with other trade components and ultimately on the project's completion. An important factor in evaluating the bids and awarding the contract is this work's timeliness which will have a direct effect on subsequent trade or Contracts and the ultimate completion of the Project. The successful bidder will have to acknowledge that their price and proposed work will be completed according to the proposed schedule provided as part of this bid process.

9. Late Bids and Modifications or Withdrawals

Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered.

10. Withdrawal of Bids

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

11. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

12. Award of Contract

- A. Award of Contract will be made to the lowest responsible bidder, as determined by the Board of Commissioners of the Hoffman Estates Park District, whose bid conforms to the invitation for bid.
- B. The Board of Park Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Hoffman Estates Park District.
- C. The Contract will be executed on AIA Document A104, Standard Abbreviated Form of Agreement Between Owner and Contractor, 2017 Edition Electronic Format.
- D. The Contractor shall submit a Construction Schedule and Schedule of Values within seven (7) days after being given a "Notice to Proceed".

13. Authorization to Proceed and Insurance

The accepted bidder shall be issued a Purchase Order from the Owner as authorization to proceed. The Bidder will provide the Owner with a Labor and Material Payment Bond, Performance Bond, and copies of Workman's Compensation and Public Liability Insurance Policies or certificates therefor, within ten (10) calendar days of the "Written Notice to proceed" and prior to the commencement of the work. From this point on, the Bidder will be known as the Contractor.

14. Postponement of Date for Opening Proposals

The Owner reserves the right to postpone the date of presentation and opening of proposals and will give telegraphic notice of any such postponement to each interested party.

15. Bidder Qualifications

It is the intention of the Owner to award the Contract for this work to a Contractor whose skill in the construction profession and whose financial resources are equal to the scope of the work of this project, and is able to execute the work in an expeditious and orderly manner. The ability to provide the required bonds is not of itself proof of the ability and responsibility necessary to receive the award of this Contract. The Owner is the sole judge of adequacy of qualifications, and shall require for any reasonable proofs for consideration of Contractor qualifications.

The competency, qualifications and reputation of the Bidder will be considered in making the award of the Contract.

The apparent low bidders, if requested by the Owner, shall submit a complete American Institute of Architects "Contractor's Qualification Statement" AIA Document A305, not more than six (6) months old. Statement to be submitted within three (3) business days of the bid opening.

SUPPLEMENTARY CONDITIONS

SECTION I – GENERAL

1. Application

The General Conditions and Supplementary General Conditions shall be used in conjunction with and are a part of any and all Sections of the Specifications and all Contracts and Subcontracts that may be made for the completion of the work in all its parts as identified and described in the Contract Documents.

2. Definitions

Owner: The Hoffman Estates Park District, Board of Commissioners, Staff and its appointed Owner's Representative.

Contractor: A firm, corporation or individual with whom the Owner makes a direct Contract for the construction of all or any portion of the work.

Architect / Engineer: The authorized Representative of the Owner.

The words "approve", "equal to", "as directed", etc., are interpreted and will be taken to mean "to the satisfaction of the Owner." Samples shall be submitted and approvals shall be requested in ample time to avoid any delays should resubmission of an item be necessary.

3. Contract Documents

The Contract Documents shall consist of Invitation and Instructions to Bidders; the Bid Form, the Owner's Purchase Order, the Drawings, the Supplementary Conditions and the Specifications.

The General Contractor is to insure that all trades and sub contractors have read and understand all sections of the drawings and project manual. Each contractor shall read all parts of the project manual.

4. Bonds

With proposal, and attached thereto, each Bidder shall furnish Bid Security payable to the Owner in the amount of 5% of bid.

The successful bidder shall be required to provide a Performance Bond and a Labor and Material Payment Bond in the full amount of the contract executed on the American Institute of Architects Performance Bond – Labor and Material Payment Bond (AIA Documents A312) by a surety acceptable to the Owner. These bonds shall be furnished within seven (7) days from the signing of the contract. All costs of the Performance Bond and the Labor and Material Payment Bond shall be paid for by the Contractor.

5. Payment

Final Payment will be made only after the delivery and acceptance of the equipment in conformance with the plans and specification and upon proper invoicing along with all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents. Final payment will be made approximately thirty (30) days after invoicing.

A 10% retainage on payment requests shall be maintained until 100% of the work is complete and accepted by the Owner.

General Contractor to provide, with each pay request, an updated construction schedule including a material delivery schedule, to the Architect.

6. Preparation of Bids

Before submitting bid, each bidder shall examine carefully all documents pertaining to the work and visit the sites to verify conditions under which work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State, County or Local Codes, State of Labor and Material Markets, and has made due allowance in their bid for all contingencies.

Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes (**sales tax does not apply**), insurance and contingencies, with overhead and profit necessary to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees, permits and costs incurred.

No compensation will be allowed by reason of any difficulties, which the Bidder could have discovered prior to bidding.

7. Materials

Materials shall conform to the drawings, specifications, manufacturer's specifications for all products incorporated into the work, and all applicable standards and guidelines.

Some specific equipment and materials have been specified for use on this project to establish minimum performance requirements or desired features. To receive consideration of alternate equipment or materials, the Bidder must submit all appropriate product data and receive pre-bid approval from the Owner prior to bid. All materials are subject to the approval by the Owner both before and after incorporation in the project.

All condemned material or work shall be removed from the premises and properly disposed of.

8. Law Compliance

All project construction work shall comply with all State and Municipal Laws and Regulation, and with all Local Ordinances and Rules pertaining to this work. Such Laws, Regulations, Ordinances and Rules shall be considered a part of these specifications.

9. Expediting

Place orders for materials and equipment immediately upon receipt of Contract or Notice to Proceed and follow up vigorously to insure adequate and timely supply to the work. Perform all tracings and expediting actions and arrange to get workmen in the job at the proper time to avoid delays.

10. Guarantee

The Contractor and/or manufacturer shall provide a minimum of one (1) year warranty for all materials and workmanship associated with the project or work performed under the Contract.

11. Insurance

- a. General: The Contractor shall not commence work under the Contract until he has obtained all insurance required, and it has been approved by the Owner, nor shall Contractor allow any Subcontractor to commence work on any portion of the work until all insurance required of the Subcontractor and Sub-subcontractor has been similarly approved by the Owner.

The Contractor shall secure and maintain in effect at all time, at their expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations in connection with work on this project. Prior to commencement of work, the General Contractor shall provide copies of a Certificates of Insurance to the Owner and to the Architect listing the Owner, the Architect, and The W-T Group LLC as additional insured on a primary and non-contributory basis on said insurance policy (ies); or within 10 days after the execution to the Contract, whichever date is reached first. All insurance shall include a non-cancellation clause provision preventing cancellation without 20 days written prior notice to the Owner and to the Architect, but shall remain in effect throughout the life of the project.

All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Insurance companies must have a minimum policy holder's rating of A+ and a financial rating of AAAAA as stated in the latest edition of Best's Insurance Guide.

The insurance coverages must be maintained by the Contractor and the Subcontractor until all work is completed by the Contractor and accepted by the Owner. If the policy is written on claims made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the District for a period of not less than five (5) years from the completion of the work.

- b. Automobile Liability: Contractor shall obtain at their expense and keep in force at all times during the performance of the work, Comprehensive Automobile Liability Insurance providing for bodily injury, personal injury and property damage, limits of an amount not less than \$1,000,000 per occurrence and \$2,000,000 per annual aggregate.
- c. General Liability Insurance: Contractor shall obtain at their expense and keep in force at all times during the performance of the work, Comprehensive General Liability Insurance providing for bodily injury, personal injury and property damage, limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- d. Worker's Compensation and Employer's Liability Insurance: Contractor shall obtain at their expense and keep in force at all times during the performance of work, worker's compensation and related insurance coverage at amounts required by statute and employer's liability with limits of not less than \$1,000,000 per occurrence
- e. Certificates of Insurance: Within ten (10) calendar days after receipt of the "Written Notice to Proceed", the Contractor shall file with the Owner, a Certificate of Insurance showing complete coverage of all insurance required by this Section signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations, with a further certification from said insurance companies that their policies will not be modified, amended, changed, cancelled or terminated without thirty (30) business days prior written notice to the Owner. If any form of umbrella or excess coverage policy is utilized by the Contractor, the Owner reserves the right to require a copy of the entire policy.

12. Indemnification

The Contractor agrees to protect, indemnify, hold and save harmless and defend the Hoffman Estates Park District, the Architect, The W-T Group LLC, its public officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the Contractor or Park District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "Contractor or Subcontractor", hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the Park District or by the premises themselves or any equipment thereon whether latent or patent, or from any other cause whatsoever, except that the Contractor shall have no liability or damages or the costs incident thereto caused by the sole negligence of the Park District.

13. Labor Law

The Contractor and each and every Subcontractor performing work at the site of the project to which this Contract relates shall comply with applicable and provisions of all pertinent Federal, State, and Local Labor Laws.

14. Time Schedule/Major Repairs

Work under the Contract shall commence within five (5) calendar days after given "Written Notice to Proceed" by Owners (or date specified) and shall continue with due diligence until due completion.

The Contractor shall agree to a time schedule setting up order of procedure and time allowed for each branch of work. Contractor shall make every effort to adhere to these schedules, but reasonable modifications will be permitted from time to time to compensate for delays due to strikes or conditions beyond Contractor's control, exclusive of weather.

15. Assignment

The Contractor or any Subcontractor shall not assign the Contract nor any monies due to become due to him hereunder, to any Person, Firm, or Corporation without previous written consent of the Owner.

16. Extras

No extra work shall be allowed or paid for unless a Change Order is made and accepted by the Owner in writing.

17. Liens

No payment shall become due until the Contractor, if required, shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

18. Default

In case of default by the Contractor, the Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

19. Cancellation of Contract

If the Contractor or any of their Sub-contractors shall, in the judgment of the Hoffman Estates Park District, be unable to carry on the work satisfactorily, or if the Contractor or any of their Sub-contractors shall violate any of the provisions of this contract, or in case of bankruptcy of the Contractor, or failure of the Contractor to pay for supplies or workmen, or a work-stoppage, or a failure by the Contractor to provide sufficient workmen or sufficient material for the job, the Owner may serve written notice upon the Contractor and his Surety of their intention to terminate the Contract, and, if within seven (7) days after the service of such notice, the Contractor or the Sub-contractor or the Surety have not proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Owner, this Contract shall cease and terminate and the Owner shall have the right to take over the work and prosecute the same to completion by Contract for the account and at the expense of the Contractor and the Surety; and the Contractor and Surety shall be liable to the Owner for any excess costs occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances, and

plants as may be on the site of the work and necessary therefore; provided, however, that in the event the Owner determines that the failure of the Contractor, Sub-contractor or Surety to carry on the work in accordance with this Contract has resulted in an emergency which will require that the Owner take over the work immediately, to avoid loss or waste of a substantial part of the work already performed, the Owner may immediately take over the work and prosecute the same at the expense of the Contractor and Surety to the extent necessary to avoid damage, and may prosecute the same at the expense of the Contractor and Surety to the extent necessary to avoid damage, and may prosecute the same to completion at the expense of the Contractor and the Surety unless within seven (7) days after the services of the above described notice, the Contractor, Sub-contractor or Surety has proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Hoffman Estates Park District.

20. Lien Waivers (if applicable)

Neither by partial nor final payment will the Owner be deemed to have waived any remedy for defective work or negligence on the part of the Contractor or any other portion of the Contract which, by its nature, survives after time of payment.

Supporting partial Waivers of Lien for each Subcontractor, supplier and prime contractor must accompany each request for progress payment.

Waivers must spell out exact description of work performed for which Waiver is issued and state whether dollar amount is full amount received or amount of work less retainage, held by prime contractor.

For final payment it is necessary to submit final waivers in the full amount of the Contracts for all Subcontractors, suppliers and prime contractors.

Waivers must be accompanied by a sworn statement listing Subcontractors and suppliers, the amount of their Contracts and the amount requested.

21. Illinois Prevailing Wage Provision

The Contractor and /or supplier doing work on the project and **on the owner's premises** shall comply with the Illinois Prevailing Wage Ordinance adopted by the Hoffman Estates Park District. The provision states that all labor required to complete the project will be paid at no less than the prevailing rate determined by the Illinois Department of Labor.

The Contractor and each subcontractor is required to provide at the time of pay request or at least once monthly, a copy of a certified payroll of labor used in conjunction with the project(s). The certification shall include each worker's name, address, telephone number (when available), Social Security Number, classification(s), and the occupation of all laborers, workers and mechanics employed by the Contractor and each subcontractor in conjunction with the project(s). The records shall also show the actual hourly wages paid in each pay period to each employee and the number of hours worked each day and in each workweek by each employee. While participating on a park project, each contractor's payroll records shall include the starting and ending times of work each day for each employee.

Should there be no request for payment presented to Hoffman Estates Park District, the Contractor shall submit the certified payroll records monthly either by mail or electronically to the Hoffman Estates Park District.

The certified payroll shall be accompanied by a statement by the Contractor or subcontractors which avers: such records are true and accurate; the hours by rate paid to each worker is not less than the general prevailing wages as required by the Prevailing Wage Act; and the Contractor or subcontractor is aware that the filing of a certified payroll that he/she knows to be false is a Class B misdemeanor. The Hoffman Estates Park District shall accept any reasonable submission by the Contractor that meets the requirement of the Prevailing Wage Act.

ADDITIONAL SPECIAL CONDITIONS

1. Reference Standards

Standards referenced in bid documents are common to the construction industry, and may be obtained from the pertinent trade organizations or standards organizations, when not available from the Architect or their consultants. It is expected that subcontractors, material suppliers and manufacturers are familiar with the standards applicable to their areas of activity in the construction project.

It is a requirement of this contract that all work be done with the highest quality craftsmanship and top grade materials. If any work installed does not meet these requirements, the Architect may advise the Owner to direct the Contractor to correct and replace any sub standard work at no additional cost to the Owner.

Substitutions will be permitted only by written addenda, issued by the Architect, when the Contractor has made a specific request for a substitution. The request must be accompanied by carefully prepared data/testing information on the specified item and the requested substitution, documenting the full equivalency or better of the items. Any substitution must allow for all impact of substitution and full compatibility with all other specified products, materials, and methods. It is solely the Contractor's responsibility for compatibility of substitution requests; there will be no extra payments for items, which must be changed to accommodate an approved extra. If a substitution is made without prior approval and the Architect deems this substitution as not 'an equal', the Contractor shall be responsible for providing the originally specified item at no additional cost to the Owner.

Various material types and/or products referenced in the Specification are for performance quality. If the Contractor chooses to substitute for these items he must clarify their bid at the time of submittal. If this clarification is not submitted and the item substituted is considered not an equal or not accepted, the Contractor shall be responsible for installing the originally specified items at no additional cost to the Contract.

Provide all materials and labor and install same according to standard construction methods and/or manufacturer's recommendations/warranties.

2. Work Performed By The Owner

The Owner shall perform portions of the work and coordinated with the awarded contractor. The Owner shall self-perform all erosion control as shown on sheet C-6.0, all mulching as called for on the plans, and interior demolition including walls, drywall, window, and floor finish removal.

3. Summary of Work

All work shall be furnished and installed, complete in place, tested, operating and approved.

Confine operations at the site to areas permitted by law, ordinances, permits, Contract Documents, and governing authorities.

The Contractor shall be responsible for the protection and safekeeping of material and products stored on and off the premises. Locations for the storage of material and operations of the project shall be reviewed with the Owner.

All work shall conform to all statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful order of all public authorities having jurisdiction of the work.

Verify all dimensions and conditions before commencing any work or fabrication of items. Do not scale drawings. Report discrepancies to the Architect for clarification. The General Contractor shall coordinate all work with other trades to avoid interference and deletions. If a conflict occurs, the Architect's decision shall be final. The Contractor shall coordinate all work with other contracts awarded by the Owner, if any.

Remove all debris and clean up site daily to assure a neat appearance.

Construction operation shall be in accordance with The Manual for Accident Prevention and the Occupational Safety and Health Act.

Provide temporary partitions; dust partitions, fences and barricades in accordance with local authorities for the public's safety.

The General Contractor shall secure the work area against unauthorized entrance at times when the Contractor's personnel are not working.

All Contractors shall obtain all permits, inspections and fees pertaining to their work. Owner to pay for building permit only. Contractors to pay for all other permits.

Provide shop drawings and/or samples for all major items, materials, special installations, etc. Submit a PDF copy of all data and samples at the time of shop drawing submittal. Review with the Architect all required shop drawings. The Architect's action will be taken with such reasonable promptness as to cause no delay in the work, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

Provide a complete cleanup of the site prior to Owner acceptance.

All materials shall be stored dry and clean, delivered in the manufacturer's original containers and labeled.

If any material or labor installed does not meet specifications, or is defective, it shall be repaired and replaced at no additional cost to the Contract. This shall include any work that becomes defective during the guarantee period.

4. Cutting and Patching

Provide all required cutting and removal in a neat and workmanship manner. Contact Architect for approval with any changes before commencing with this change. Protect area adjacent to cut. Any damage to existing construction shall be repaired to the original condition per this Specification at no additional cost to the Contract.

Cut and patch as required (if applicable) for installation of provided work.

The Contractor shall design and provide all shoring for any cutting, patching, or demolition work, which may affect the structural safety of the project.

5. Operation and Maintenance Data

Provide a PDF copy of all shop drawings via email for review.

The Contractor shall review operation and maintenance manuals of all equipment with the Owner prior to building acceptance.

Provide written response to the Architect addressing all items on the final punch list.

6. Specification or Information Conflicts

Should any Specifications, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents conflict with any other Specification, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents, then the more stringent Specification, Information, Directive, Note, Tags or Provision shall apply.

7. Excess Materials and Debris

All excess materials and debris etc., generated by this work, shall be considered an incidental item to the Bid, and hauled from the site. Large amounts of debris will not be permitted to accumulate on the site and must be hauled from the site on a continuous basis.

8. Existing Utility Structures and Utility Lines

The Contractor will be responsible for locating all existing utility structures and utility lines prior to any excavation or demolition. These include but are not limited to water, sanitary, drainage, telephone, fiber optics, cable television, natural gas, and electrical structures and lines. Contact J.U.L.I.E., the Village of Hoffman Estates prior to construction. Private site underground utility locating services shall be provided as specified on the plans.

9. Traffic Control

The Contractor will be responsible for controlling traffic when construction vehicles are entering or exiting the site. The Contractor will be responsible for the erection and maintenance of barricades,

signage and miscellaneous traffic control measures to insure that vehicular traffic flows smoothly and safely within the site and on the streets surrounding the site.

10. Dust and Noise Control

The Contractor will be responsible for control of dust throughout the duration of the project. The Contractor will also be required to conform with any applicable Village of Hoffman Estates noise ordinances.

11. Street Cleaning

The Contractor will be responsible for cleaning surrounding streets of any mud or debris at the end of each workday. Street sweeping equipment may be used to fulfill this requirement.

12. Sexual Harassment

The Contractor and all of its subcontractors shall comply with the Sexual Harassment provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*). Certified Payrolls are to be delivered to the Owner with each Application for Payment.

13. Equal Opportunity

In all work performed under this Contract, the Contractor and all of its subcontractors shall certify that they are an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code, Annotated and Federal Executive Orders #11246 and #11375.

14. Licenses and Permits

The Contractor will be responsible for obtaining a Contractor's License and all applicable Permits from the Village of Hoffman Estates, and any other regulatory agencies or governmental bodies, prior to beginning any work on this project. Contractor shall contact the village to determine what fees will be required for inspections and the appropriate licenses, and shall include these costs within the bid.

15. Protection of Existing Trees

The Contractor shall be responsible for protection of all existing trees to remain on the project site. The Contractor may, at their own cost, fence any trees that may be in danger of damage or be near active construction. Any damage to an existing tree will result in a back-charge to the Contractor of \$100 per caliper inch of the damaged tree. The caliper of the damaged tree will be measured 1.0' above existing grade.

16. Concrete Testing

The Contractor will be required to provide samples of all concrete used for this project. One test cylinder will be required from each truckload of concrete delivered to the site. Each test cylinder must

be clearly marked with the date of the pour, load ticket number, the name of the concrete supplier and the location where the concrete was used. The Owner, at their own cost, will test these cylinders to determine if concrete meets project specifications. The Contractor will be responsible for disposing of all untested cylinders.

17. Protection of Existing Features

The Contractor will be responsible for protecting all existing features in the work area including walks, pavements, curbs, site furnishings, and utilities, etc. Damage to any existing features will be repaired or replaced by the Contractor at no additional expense to the Owner. Turf repairs will be made with sod.

18. Grading and Compaction

All grading performed for this project shall conform to the specifications. Mechanical compacting devices as outlined in the specifications must be utilized to perform the compacting that is necessary for this project.

19. Employer Liability

The Contractor (and each subcontractor and sub-subcontractor into whose subcontracts this clause shall be incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including but without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon Worker's Compensation Act, court interpretation of said Act or otherwise; agrees to indemnify and defend Owner, Engineer, Construction Manager and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorney's fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois Law prohibits indemnity for the Indemnitees' own negligence.

20. Reservation of Rights

Hoffman Estates Park District reserves the right to act in its own best interest and award the work to the Contractor, or Contractors it deems best able to complete the work in an appropriate and timely manner.

21. Construction Layout

All construction staking will be the responsibility of the contractor.

22. AIA General Conditions and AIA Contract Forms

The General Conditions of this contract are the American Institute of Architects' Standard Document No. A-201, "General Conditions of the Contract for Construction," 2017, as modified by the Supplementary General Conditions. The document is hereby specifically made apart of the contract documents with the same force and effect as though set forth in full. The Contract for this project is the American Institute of Architects' Standard Document No. A-101, "Standard form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum", 2017. The document is hereby specifically made apart of the contract documents with the same force and effect as though set forth in full.

Copies of these documents are on file at the office of the Architect and maybe referred to at any time during normal business hours.

The Contractor is directed to the Supplementary Conditions, which modify the General Conditions.