

**PROJECT MANUAL
FOR
MUNDELEIN PARK & RECREATION DISTRICT
WORTHAM PARK
2020 TENNIS COURT REHABILITATION PROJECT**

Prepared For:

**Mundelein Park & Recreation District
1401 N. Midlothian Road
Mundelein, IL 60060**

Prepared By:

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Dated: March 2, 2020

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NOTICE TO BIDDERS

**MUNDELEIN PARK & RECREATION DISTRICT
WORTHAM PARK
2020 TENNIS COURT REHABILITATION PROJECT
MUNDELEIN, ILLINOIS**

Pre-Bid Meeting: A pre-bid meeting shall take place at Mundelein Park & Recreation District (same address as the bid opening) on Tuesday, March 24, 2020 at 10:00 am. The pre-bid meeting will be followed by a site visit.

TIME AND PLACE FOR OPENING BIDS: Sealed proposals for the improvements described below will be received at the offices of:

Mundelein Park & Recreation District
Administration Office, Third Floor
1401 N. Midlothian Road
Mundelein, IL 60060

until 10:00 AM, Wednesday, April 8, 2020. All bids will be publicly opened and read aloud at that time. Bid will be awarded at a later date determined by the Owner.

AVAILABILITY OF PLANS: Plans, specifications, proposal and bidding documents may be obtained on or after Tuesday, March 3, 2020 from Derek Solberg, Superintendent of Building and Grounds, 847-388-5463 or dsolberg@mundeleinparks.org

QUALIFICATION OF BIDDERS: Bidders will submit upon request a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, and project engineering firm together with a list of equipment owned by or available to them for efficient pursuance of the project.

REJECTION OF BIDS: The Board of Commissioners of the Mundelein Park and Recreation District reserves the right to reject any or all bids and to waive any technicalities or formalities, or adjust quantities, which it deems in the best interest of the District.

LOCATION OF THE WORK: Wortham Park (783 Wortham Dr.) in Mundelein, IL 60060.

DESCRIPTION OF WORK:

Replacement of existing tennis court with new acrylic surface (utilizing slip sheet reconstruction) for new combination tennis/pickle ball court, including final striping, adjacent path improvements, and landscape restoration.

BID SECURITY: A 10% Bidder's Bond, Cashier's Check, Certified Check, or Bank Draft will be accepted as bid security and must accompany the bid. All proposals submitted shall be valid for a period of 90 days.

OWNER: Mundelein Park & Recreation District, 1401 N. Midlothian Road, Mundelein IL 60060.

CONSTRUCTION SCHEDULE: It is anticipated that work will begin on or after May 1st, 2020, or immediately following board approval. Work shall be completed by August 14th, 2020.

METHOD OF PAYMENT: Cash payment upon satisfactory completion of work. Retention of 10% to be held for 90 days.

- a. Be familiar with Specifications and conditions which affect construction.
- b. Make personal examination of project site and physical conditions affecting work.
- c. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

- a. Type of Bid: Lump Sum with itemized Unit Prices for additions/deletions.
- b. Awards may be made on the following basis: To the lowest responsive, responsible bidder for the improvements.

- a. Prepare bid on Form of Proposal included herewith.
- b. Submit all pages of the Form of Proposal in sealed envelope.
- c. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:

TO: Mundelein Park & Recreation District
1401 N. Midlothian Road
Mundelein, IL 60060
Attn: Derek Solberg

PROPOSAL FOR: Wortham Park
2020 Tennis Court Rehabilitation Project

- d. Retain Duplicate Copy for Bidder.
- e. Legally authorized representative of bidder shall initial Bid Proposal on bid sheet and sign Bid Proposal on last page.
- f. Business entity: Indicate on Proposal whether bidder is an individual, partnership, corporation or other business entity.

- a. Submit, with bid, bid security in form of bidder's bond, cashier's check, or certified check in amount of not less than 10% of bid.
- b. Attach to Engineer's Copy of Bid Proposal.
- c. Make check or bidder's bond payable to Mundelein Park & Recreation District; check or bidder's bond will be forfeited and becomes property of Owner if bidder fails or refuses to enter into contract and furnish surety bond within 10 calendar days after notice of award of contract.

- d. Checks or bidder's bond of all bidders, except the three lowest bidders, will be returned within 10 days after award of contract.
- e. Check or bidder's bond of three lowest bidders will be returned within 3 days after execution of a contract and furnishing of acceptable surety bond by successful bidder.

WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to scheduled closing time for receipt of bids; no bid may be withdrawn for a period of 90 calendar days thereafter.

EVALUATION OF BIDS

- a. Owner may consider such factors as bid price, time of completion of work, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interests.
- b. Owner may reject any or all bids of bidders, waive informalities or technicalities in any bid, and accept bid which it deems to be in the best interests of the Owner.

TAXES

Include in proposals amounts payable to Contractor or Owner on account of taxes imposed by taxing authorities upon sale, purchase, or use of materials and equipment; taxes of foregoing descriptions payable to the Contractor. Improvements will be dedicated to Mundelein Park District upon completion. Tax exempt I.D. number will be provided to Contractor upon request.

EXECUTION OF CONTRACT

- a. Successful bidder shall, within five (5) calendar days of notice of award of contract, enter into written contract with Owner, on forms included with Specifications, for performance of work awarded to him.
- b. The successful bidder shall file with the Park District a certificate of insurance in the amount of \$1,000,000 for commercial general liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such commercial general liability insurance contains a general aggregate limit, it shall apply separately to this project/location. Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. The successful bidder shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. The Mundelein Park and Recreation District shall be named as additional insured and applicable policy endorsements shall be executed on all policies affecting this contract at no expense to the District. Subcontractors shall meet the same insurance requirements and provide a Certificate of Insurance.
- c. Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation of promise made by representatives of Owner or other persons.
- d. Contractor is required to complete project by September 18, 2020 or within 60 days following the start of construction, whichever date comes first.

COMMENCEMENT OF WORK

Work will not be started until contract has been executed, all applicable State and local permits, and/or

bonds, and certificates of insurance have been received.

BIDDERS QUALIFICATIONS

The Owner at any time may request to receive the following:

- a. Personnel and facilities: If requested, satisfy the Owner as to integrity, equipment, personnel and financial ability to perform work.
- b. Business entity: Indicate on Proposal whether Bidder is an individual, partnership, corporation or other business entity.
- c. Experience: Submit list of projects of a similar nature completed by Bidder, identified as to project owner, location, approximate date of construction and cost performed by Bidder.

LIST OF SUBCONTRACTORS

Successful Bidders shall submit list of subcontractors and major material suppliers at time of approval of bid for Owner's review and approval.

LABOR AND EQUIPMENT OPERATING COST LIST

Bidders shall provide upon request, a schedule of all labor and equipment to be utilized on this project showing (a) all equipment owned along with the model, year, size and the hourly operational cost for use for any necessary additional work to be completed on a Time and Material Basis, said cost to include the cost of labor, fuel, insurance, maintenance, transportation to and from site, and depreciation, and (b) the name, position and hourly salary of all employees that may be working on this project including taxes and benefits.

COUNTER-PART DOCUMENTS

The number of counter-parts of contract and bond required to be executed is as follows:

- a. Three (3) original counter-parts of the Contract Documents will be required to be executed.
- b. Three (3) sets of Plans (initialed) are required to accompany the Contract Documents.

INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addendum and mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

PREVAILING WAGE

This project is subject to the payment of prevailing wage rates, determined by the Illinois Department of Labor, to all laborers and mechanics in accordance with 820 ILCS 130. Prevailing wage rates shall also apply to all subcontractors. Contractor shall submit certified payroll reports with invoices.

BID FORM

**MUNDELEIN PARK & RECREATION DISTRICT
WORTHAM PARK
2020 TENNIS COURT REHABILITATION PROJECT**

March 2, 2020

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Mundelein Park & Recreation District, 1401 N. Midlothian Road, Mundelein IL 60060.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Bidder has verified quantities in the field based on the drawings provided.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are

necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following LUMP SUM price:

BASE BID – ONE (1) COMPLETE TENNIS COURT REHABILITATION (AND ASSOCIATED SURROUNDING WORK) AT WORTHAM PARK:

NO.	ITEM	LUMP SUM BID
1	TENNIS COURT – SLIP SHEET REHABILITATION AND ASSOCIATED IMPROVEMENTS (REFER TO EXHIBIT B AND C1-C6 FOR FURTHER DETAILS OF WORK)	
2	REMOVE TWO (2) EXISTING NET POSTS AND ANCHORS, REMOVE ONE (1) CENTER ANCHOR, AND INSTALL TWO (2) DOUGLAS DTP-37 GREEN TENNIS NET POSTS WITH NEW CENTER ANCHOR, OR APPROVED EQUAL, INSTALLED TO MANUFACTURERS SPECIFICATIONS	
	TOTAL BID	

ADD ALTERNATE BID #1 –FENCE FABRIC REPLACEMENT:

NO.	ITEM	ADD BID
3	REMOVE EXISTING PERIMETER FENCE FABRIC AND REPLACE WITH 9 GAUGE GREEN VINYL COATED FENCE FABRIC, 2” MESH (REFER TO EXHIBIT D1 FOR FURTHER DETAILS OF WORK)	
	TOTAL BID	

ADD ALTERNATE BID #2 –REMOVE AND REPLACE MAIN GATE CENTER POLE SLEEVE:

NO.	ITEM	ADD BID
4	REMOVE ONE (1) EXISTING CENTER POLE SLEEVE FOR MAIN GATE AND REPLACE WITH APPROVED EQUAL. (REFER TO EXHIBIT D2 FOR FURTHER DETAILS OF WORK)	
	TOTAL BID	

5.02 Owner reserves the right to accept items individually or in any combination thereof at their sole discretion.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete, not including restoration and will be completed and ready for final payment in 60 calendar days.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Statement of Bidders Experience;

ARTICLE 8 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)
Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in the State of Illinois is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20__.

State Contractor License No. _____.

FORM OF CONTRACT

1. This Agreement made and concluded this _____ day of _____, 20____, between _____, known as the party of the first part and _____ his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payment and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to furnish all labor, equipment, supplies and materials necessary to complete the work in accordance with the Plans and Specifications hereinafter described and in full compliance with all the terms and conditions of this Agreement.

3. And it is also understood and agreed that the Notice to Bidder, Instructions to Bidder, Form of Proposal and Contract Bond hereto attached and the Project Manual titled:

Project Manual for
Mundelein Park & Recreation District
Wortham Park
2020 Tennis Court Rehabilitation Project

as prepared by Manhard Consulting, Ltd.
and dated March 2, 2020

are all essential documents of this Contract and are a part thereof.

4. IN WITNESS THEREOF, the said parties have executed these presents on the date above mentioned.

Party of the First Part
Contractor

Attest: (For Corporation -Secretary)

Party of the Second Part
Mundelein Park & Recreation District

Attest:

FORM OF CONTRACT BOND

We _____ as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said _____, for payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly and pay to the _____ this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the acting through its awarding authority for the construction of work on the attached contract, which contract is hereby referred to and made a part thereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the _____ and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this ____ day of _____ A.D. 20__.

PRINCIPAL

(Company Name) (seal)

(Company Name) (Seal)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

(Name of Surety) (seal)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF _____

I, _____, a Notary Public in and for said County, do hereby certify that
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, A.D. 20__.

My commission expires _____

Notary Public

Approved this ____ day of _____, A.D. 20__

Attest:

Secretary

Owner

**CERTIFICATE OF COMPLIANCE
WITH ARTICLE 33E OF THE
CRIMINAL CODE OF 1961**

The undersigned, _____, being the contractor submitting a bid for the public project as described in these bid documents hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Sec. 33E-3 or Sec. 33E-4 of Article 33E of the Criminal Code of 1961, approved July 28, 1961, as amended.

Date: _____

Contractor: _____

By: _____

Attest: _____

**PREVAILING WAGE ACT
NOTIFICATION TO CONTRACTORS**

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Park District.

This contract may call for construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements of this Act, on file with the Park District.

To the extent the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall - in lieu of certified payrolls - submit a letter stating that the Act does not apply to it and setting forth the reasons therefore.

I acknowledge that I have received the Prevailing Wage Act notification and:

- The services my company has performed for the Mundelein Park and Recreation District **are subject** to the Prevailing Wage Act and I will submit a Certified Transcript of Payroll for these services prior to receiving payment.

Company: _____

Owners' name: _____

Signature: _____ Date: _____

DRUG FREE WORKPLACE CERTIFICATION

_____, Contractor with the Mundelein Park & Recreation District
(Contractor's Name)

for the project know as _____, certifies that the Drug Free

Workplace Policy, as set forth in the bid documents has been reviewed by or explained to the officers,

agents and employees of _____ and _____
(Contractor's Name) (Contractor's Name)

hereby agrees that the Bid Document is part of the Contract and _____
(Contractor's Name)

further certifies that _____ will comply with the requirement
(Contractor's Name)

thereof, this _____ day of _____, 20_____.

Contractor's Name

ATTEST:

Secretary/Treasurer
(Corporate Seal)

By: _____
President/Vice President

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires

GENERAL CONDITIONS

DEFINITION OF TERMS

- a. "Owner" shall mean Mundelein Park & Recreation District, which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare civil engineering plans and specifications.
- b. "General Contractor" shall mean the Owner or a party or entity designated by the Owner.
- c. "Engineer" shall mean Manhard Consulting, Ltd., a civil engineering consultant on the subject project.
- d. "Bidder" shall mean an individual, firm co-partnership or corporation, or combination thereof, submitting a Proposal for the work contemplated and acting directly or through a duly authorized representative.
- e. "Contractor" shall mean the individual, firm co-partnership or corporation, and his, their or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenantor or corporation, or his, their or its surety under any Contract Bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined herein.
- f. "Subcontractor" shall mean any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes the material.
- g. "Contract Documents" shall mean those documents listed in the Form of Contract, including all additions, deletions and modifications incorporated therein before execution of the Contract.
- h. "Proposal" shall mean the written offer or copy thereof of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Form of Proposal, properly signed and accompanied by any required bid security.
- i. "Contract" shall mean the written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto.
- j. "Work" shall mean the equipment, supplies, materials and service to be furnished under Contract, unless some other meaning is indicated by context.
- k. "Written Notice" shall be considered as served when delivered in person or by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice. It shall be the duty of each party to advise the other parties to the Contract of any change in his business address until completion of the Contract.
- l. "Jurisdictional Governmental Entity" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project.
- m. "Plans and Specifications" shall mean the civil engineering plans and specifications prepared by the Engineer which may be a part of the contract documents for the subject project.

INTENT OF THE CONTRACT DOCUMENTS

The intention of the Plans and Specifications is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment and transportation necessary for the proper execution of the work, to

require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omission of specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well known technical or trade meaning, shall be held to refer to such recognized standards.

CONTRACTOR'S RESPONSIBILITY

- a. The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
- b. The Contractor shall indemnify and save harmless the Owner against any liens filed for non-payment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.
- c. The Contractor shall erect and maintain such barricades and lights and/or watchmen to protect and warn pedestrians and vehicles, and prevent accidents as a consequence of his work. He shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage arising out of or resulting from Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.
- d. The Contractor shall protect the Owner's property and adjacent property from injury or loss resulting from his operations. Objects sustaining such damage shall be replaced to the satisfaction of the Owner and Engineer; the cost of such repairs shall be borne by the Contractor.
- e. The Contractor, his agents and employees and their employees and their equipment, machinery and vehicles shall confine their work within the boundaries of the project and shall be solely liable for any damages they cause.

SUBCONTRACTS

- a. The Contractor shall not assign, sublet, or transfer the whole or any part of the work herein specified without the written consent of the Owner. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.
- b. For convenience of reference and to facilitate the letting of contracts subcontracts, the Detailed Specifications are separated into title parts. Such separation shall not, however, operate to make the Engineer an arbitrator to establish limits to contracts between Contractor and Subcontractors.

CONTRACTOR'S EMPLOYEES

- a. The Contractor shall either personally superintend his work or shall cause it to be done by a capable superintendent satisfactory to the Engineer, and such superintendent shall be authorized to act in behalf of the Contractor and to supervise the work in a manner that will comply with all requirements of the Plans and Specifications as interpreted by the Engineer.
- b. Incompetent or incorrigible employees shall be dismissed by the Contractor or his representative

when requested by the Owner and Engineer, and such persons shall not again be permitted to return to work without the written consent of the Owner and Engineer.

- c. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed in the development or construction of the project.
- d. There shall be no discrimination against any employee or applicant for employment because of race, creed, or color. This provision shall also be included in all Subcontracts.

PATENTS

- a. All fees or royalties for patented inventions, equipment, or arrangements that may be used in any manner connected with the construction or erection of the work, or any part thereof, shall be included in the price mentioned in the Contract.
- b. The Contractor shall protect and hold harmless the Owner against any and all claims of litigation by reason of infringement of any patent rights on any materials, equipment, or construction furnished by the Contractor.

GUARANTEE - WARRANTY

- a. The suppliers and erectors of all materials, and work furnished and used in the construction of this project shall and hereby do warrant, and the Contractor shall and hereby does guarantee that all such equipment, apparatus, materials and work covered by this Contract will satisfactorily perform the intended function as integral and coordinated units, and further guarantees these items against defects, malfunctions, failures, breakdown, excessive wear, inadequate installation, or any other deficiency, as determined by the Engineer, and guarantees these facilities for a period of one year from date of final acceptance by the Owner.
- b. All above mentioned parties further agree that they will, at their expense and without extra cost to the Owner, remove, repair or replace all defective materials, equipment, apparatus and work, and all other work damaged thereby which becomes defective during the term of the Guarantee-Warranty.

SURETY BOND (PERFORMANCE BOND)

- a. Prior to the signing of the Contract, the Contractor shall furnish good and sufficient performance bonds on the form provided in the full amount of the Contract by a reputable insurance company licensed to do business in the State of Illinois and approved by the Owner. Bonds shall be in effect from the execution of the contract through the warranty period.
- b. Bonds shall guarantee faithful performance of all the provisions of the Contract, including the guarantee for all work and material against all defects for the period specified in the Form of Bond, and the payment of all bills and obligations arising from said Contract.
- c. Should the surety become irresponsible during the time the Contract is in force, the Owner may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the Owner within ten days after written notice to do so. If Contractor fails to do so, the Contract may be suspended as hereinafter provided.
- d. The Contractor and sureties on the bonds agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Contractor and the Owner will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Contractor or with Subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which these bonds are given.

- e. It is acknowledged that nothing in the performance of the Engineer's services in connection with this project implies any undertaking for the benefit of, or which may be enforced by the Contractor, its subcontractors, or the surety of any of them, it being understood that the Engineer's obligations are solely to the Owner and that, in meeting such obligations, the Engineer may increase the burdens and expenses of the Contractor, its subcontractors or the surety of any of them.

HOLD HARMLESS

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Engineer and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or Engineer or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this

Shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Claims, damages, losses and expenses' as these words are used in the Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity constrained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

Only to the extent necessary to prevent this provision from being void under Chapter 29, Illinois Revised Statutes, Chapter 51 entitled "Indemnification of Person from Person's Own Negligence-Effect - Enforcement", this indemnity agreement shall not require the Contractor to indemnify the Owner, Engineer, their consultants, agents or employees against their own negligence.

INSURANCE

The Contractor shall obtain, before commencing work on the site, and maintain throughout the duration of the project, insurance in a company or companies acceptable to the Owner that will defend and indemnify the Owner and the Engineer from all claims of bodily injury or property damage that may occur at the site during the project or arising out of the Contractor's work, including, at a minimum, the following coverages:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. The successful bidder shall file with the Park District a certificate of insurance in the amount of \$1,000,000 for commercial general liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such commercial general

liability insurance contains a general aggregate limit, it shall apply separately to this project/location. Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. The successful bidder shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. The Mundelein Park and Recreation District shall be named as additional insured and applicable policy endorsements shall be executed on all policies affecting this contract at no expense to the District. Subcontractors shall meet the same insurance requirements and provide a Certificate of Insurance.

- c. Public liability and property damage liability insurance covering all operations under Contract; limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- d. Automobile liability insurance on all self-propelled vehicles used in connection with Contract, whether owned, non-owned or hired; public liability limits of not less than \$2,000,000 for each accident, property damage not less than \$500,000 for each accident.
- e. "Builder's Risk" insurance with extended coverage using complete value form for amount of full insurable value for all work accomplished under the Contract, including equipment and materials delivered to project site for incorporation into complete project.
- f. Owner will have right to require public liability insurance and/or property damage liability insurance greater than specified. If required, additional premium or premiums payable will be paid for by Owner.
- g. Furnish to Engineer three copies of certificates of insurance made in favor of Owner, Engineer and Contractor, as their respective interests may appear, evidencing compliance with foregoing requirements at the time of submission of Contract. Owner shall be named as certificate holder.
- h. The Owner, along with their employees and agents, and the Engineer shall be named as additional insureds on the comprehensive general liability and automotive liability policies. These policies shall further state: The coverage afforded the additional insured shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- i. All certificates must state that the coverage will not be terminated or reduced without 30 days advanced notice by certified mail to the Owner.
- j. The Contractor shall supply the Owner and Engineer with a Certificate of Insurance evidencing compliance with the above requirements prior to beginning construction.

THIRD PARTY BENEFICIARY

The Engineer is intended to be a third party beneficiary of the construction contract.

INTERPRETATION OF PLANS AND SPECIFICATIONS

- a. The Owner and/or Contractor shall promptly report any errors or ambiguities in the Plans and Specifications to the Engineer. Questions as to meaning of Plans and Specifications shall be interpreted by the Engineer, whose decision shall be final and binding on all parties concerned.
- b. The Engineer will provide the Owner with such information as may be required to show revised or additional details of construction.

- c. Should any discrepancies or conflicts on the Plans or Specifications be discovered either prior to or after award of the contract, the Engineer's attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the Owner nor the Contractor may take advantage of any error or omissions in the Plans and Specifications. The Engineer will provide full information when errors or omissions are discovered.

DECISIONS BY THE ENGINEER

The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims between the Contractor and Owner. Should Contractor become involved in a dispute with the Owner, the Contractor shall diligently continue to pursue the work while the dispute is being resolved.

WORKMANSHIP AND MATERIALS

- a. All work done and all materials and equipment furnished by the Contractor shall conform to the Plans and Specifications. Competent labor and tradesmen shall be used on all work.
- b. All workmanship shall be of the best quality.
- c. Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the Specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.
- d. Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the Contractor shall provide an item equal in quality and performance which is currently available, which is approved by the Engineer at no change in Contract price.

CONSTRUCTION OBSERVATION

- a. The Engineer shall periodically observe the work on behalf of the Owner and will provide general assistance during construction insofar as proper interpretation of the Contract requirements is affected.
- b. The Engineer shall not be responsible for the acts or omissions of those performing the work.
- c. All materials used and all completed work by the Contractor shall be subject at all times to the observation, test, and review of the Engineer. The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Engineer and shall furnish any information required concerning the nature or source of any materials or equipment which he proposes to use.
- d. The construction, fabrication, and manufacture of any equipment or materials specified herein may be observed by the Engineer at the plant or factory, and the Engineer shall have free access to make such observation at his discretion.
- e. Any material, equipment, or work which does not satisfactorily meet the Specifications may be rejected by the Owner and/or Engineer by giving written notice to the Owner. All rejected materials, equipment, or work shall be promptly taken out and replaced.
- f. Any defective material, equipment, or work may be rejected by the Engineer at any time prior to final acceptance by the Owner even though said defective items may have been previously overlooked.

ENGINEER'S FIELD REPRESENTATIVES

- a. Field Representatives may be appointed by the Engineer or Owner to see that the work is performed in accordance with the Plans and Specifications.
- b. Field Representatives shall have the authority to condemn and/or reject defective work that does not conform to the Plans and Specifications. The Engineer shall not have the authority to suspend work.
- c. Field Representatives shall have no authority to permit deviation from Plans and Specifications; any deviations must be pursuant to a written order from the Engineer.

DELAYS

- a. Delays caused by injunction or legal actions, "Acts of God", or other causes beyond the control of the Contractor (of which the Owner shall be the sole judge) shall entitle the Contractor to a reasonable extension of time within which to complete the work.
- b. "Acts of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomena of nature. Rain, wind, flood, or other natural phenomena of normal intensity for the locality of the Project shall not be construed as an "Act of God", and no extension of time shall be allowed the Contractor because of effects of such phenomena.
- c. Application for such extension of time shall be made to the Owner by the Contractor within ten days after the occurrence of such delay and shall state reasons for the request for the extension of time.
- d. No extension of time shall be valid unless it is given in writing by the Owner.

CHANGES

- a. The Engineer shall have the right, with the approval of the Owner, to order extra work or to make changes by altering, adding to, or deducting from, the work.
- b. No such changes or extra work shall be authorized unless covered by written order of the Engineer and approved by the Owner.
- c. Written orders for changes or extra work shall specify an extension of the completion time, if any, and method of payment that shall be determined as follows:
 - 1. Where unit prices or unit adjustment prices form a part of the Contract, these unit prices shall be used to compute adjustment of compensation, if applicable to the changes.
 - 2. Where no applicable unit prices or unit adjustment prices form a part of the Contract, payment for the changes will be made by one of the following methods:
 - a) By a lump sum based on Contractor's estimate, reviewed by the Engineer and approved by the Owner.
 - b) By actual direct cost plus 15% for overhead and profit.
- d. In case the Contractor deems that extra compensation is due him for labor or materials not clearly covered in the Contract, and not ordered by the Engineer as a change or as extra work, the Contractor shall notify the Engineer in writing of his intention to make a claim for such extra compensation before he begins the work on which he bases his claim, and he shall furnish a daily record of the cost of the work to the Engineer. Failure on the part of the Contractor to give such notification or to furnish records of cost shall constitute a waiver of the claim for extra compensation. However, the filing of notice and the furnishing of cost records shall not be construed to prove the validity of the claim.

- e. In no case shall the Contractor delay work because of lack of agreement for compensation for changes or extra work mentioned hereinbefore.
- f. All claims for extra compensation shall be filed, in writing, with the Engineer before Owner's final acceptance of work.
- g. When changes or extra work are done on a cost-plus basis, the Contractor shall submit a statement of costs to the Engineer for his approval. After such a statement is approved, the Engineer shall verify its correctness to the Owner.

UNAUTHORIZED WORK

Work done without lines and grades having been established, work done without proper inspection, or any changes made or extra work done without written authority will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, payment may not be made.

OTHER CONTRACTS

- a. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate his work with theirs.
- b. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractors, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.
- c. To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Plans and Specifications.

OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after ten days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

OWNER'S RIGHT TO TERMINATE CONTRACT

- a. If the Contractor should be adjudged bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should fail to make prompt payment to the subcontractors for materials or labor; or persistently disregard laws, ordinances, or the instructions of the Engineer; or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification of the Engineer that sufficient cause exists to justify each action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished in accordance with the provisions and limits of his contract.
- b. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including

compensation for additional materials, administrative services, and engineering fees, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer with supporting documentation and records.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the Engineer should fail to issue any certificate for payment within thirty days after it is due, or if the Owner should fail to pay the Contractor within thirty days of its maturity and presentation, any sum certified by the Engineer, then the Contractor may, upon seven days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained for any labor or materials and reasonable profit and damages.

PAYMENTS WITHHELD

- a. The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:
 1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payments properly to subcontractors or suppliers for material or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
- b. When the above grounds are removed, payment will be made for amounts withheld because of them.

PAYMENTS TO CONTRACTOR

- a. At least ten (10) days before each progress payment falls due (but no more than once a month), the Contractor shall submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by partial payment estimate and supported by such data as the Engineer may reasonably require. The Engineer will within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor or indicate in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will pay the Contractor within thirty (30) days of presentation of an approved partial estimate. The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage to five (5) percent on the current and remaining estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- b. Prior to substantial completion, the Owner with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

ACCEPTANCE AND FINAL PAYMENT

- a. As soon as the work has been substantially and satisfactorily completed, the Engineer will certify the Contractor's final estimate stating that the work has been completed in accordance with the terms and conditions of this Contract thereof with qualifications, if any, as stated. The balance found to be due the Contractor according to the terms of payment will be paid by the Owner as provided in the Contract; provided, however, that any state laws which designate the manner of final payment shall be followed in lieu of the manner of final payment outlined above. Prior to receipt of final payment, the Contractor shall file with the Owner, a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work, and a complete release of all liens, including tax liens, which may have arisen from this Contract. In lieu thereof, the Owner, at his option, may accept from the Contractor a statement showing balance due on all accounts.
- b. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the plans and specifications, and of all claims by the Contractor, except those previously made and still unsettled.
- c. If the work has been partially but substantially completed to the extent that all adjustments in the Contract sum may be made in accordance with the prices accepted in the Contractor's proposal or in accordance with the provisions of the paragraph titled "Changes" in this document, then the Engineer may, if significant delay in completion is anticipated or if otherwise deemed in the interest of the work, file a final estimate, retaining, in addition to any other requirements which may be specified, an amount representing the cost of unfinished work. Such payment will be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- d. Owner shall withhold 10% retainage on final payment for a period of 90 days after final payment.

NO WAIVER OF LEGAL RIGHTS

Neither the payment for, nor acceptance of the whole or any part of the work by the Owner or representatives of the Owner, nor any extension of time, nor the withholding of payments, nor any possession taken by the Owner, nor the termination of employment of the Contractor shall operate as a waiver of any portion of the Contract of any power therein reserved or any right therein reserved or any right therein provided.

OWNER'S RIGHT TO SUSPEND WORK

- a. The Owner may at any time suspend the work, or any part thereof, by giving ten days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten days after the date fixed in the written notice from the Owner to Contractor to do so.
- b. But if the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within a year of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimate and payments for all work done on the portions so abandoned, if any.
- c. If suspension of all or part of the work causes additional expense not due to the fault or negligence of the Contractor, the Owner shall reimburse the Contractor for the additional expense incurred due to suspension of the work; provided, however, that this paragraph shall not be construed as entitling

the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety upon request of the Owner. Application for such compensation, with complete substantiating records, shall be filed with the Engineer within ten days after the date of order to resume work in order to receive consideration.

- d. Upon termination of the Contract by the Owner for a violation of the Contract, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract amount shall exceed the cost of completing the work, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Costs incurred by the Owner in completing the work and damages sustained by the Owner through the Contractor's default shall be certified by the Owner and approved by the Engineer.

OWNERSHIP OF MATERIALS

All material and work covered by partial payments shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work for which payments have been made, for the restoration of damaged work, or as a waiver of rights of the Owner to require the fulfillment of all the terms of the Contract.

CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor or withhold the payment due the Contractor for such cost incurred by the Owner as the Engineer shall determine to be just.

GOVERNING BODIES

All work herein proposed shall be completed in accordance with all requirements of any Jurisdictional Governmental Entity, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these Specifications. If a discrepancy is noted between the Plans and Specifications and requirements of any Jurisdictional Governmental Entity, the Owner and/or the Contractor shall immediately notify the Engineer in writing.

LOCATION OF UNDERGROUND FACILITIES

It shall be the Owner's and/or the Contractor's responsibility prior to construction to notify all Utility Companies of the intentions to begin construction and to verify the actual location of all such facilities. The Owner and/or the Contractor shall also obtain from the respective Utility Companies the working schedules for removing or adjusting these facilities.

NOTIFICATION OF UTILITY COMPANIES

The Client and/or Contractor shall notify all applicable Governmental Entities or utility companies, i.e., electric, telephone, gas and cable TV prior to beginning any construction so that said entity or company can establish the ground, the location of underground pipes, conduits or cables adjoining or crossing proposed construction.

TRAFFIC CONTROL

The Contractor shall provide when required by any Jurisdictional Governmental Entity, all signs, equipment and personnel necessary to provide for safe and efficient flow in all areas where the work will interrupt, interfere or cause to change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work. The Owner may, at his discretion, require the Contractor to

furnish traffic control under these or other circumstances where in his opinion it is necessary for the protection of life and property. The need for traffic control shall be anticipated by the Owner.

RESTORATION

Restoration of damage to public or private property outside the limits of this project and of all existing roads and rights-of-way and easements shall be completed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition.

ROAD CLEANING

The Contractor shall maintain roadways adjoining the project site free from mud and debris at all times. If mud and/or debris is carried onto the roadways from vehicles entering onto the highway from either the contractors trucks, his employees vehicles, or his material suppliers, the Contractor shall immediately remove said mud and/or debris.

UNSUITABLE SOILS

The plans have been prepared by the Engineer based on the assumption that all soils on the project are suitable to support the proposed improvements shown. The Client or the Contractor shall immediately notify the Engineer if he discovers or encounters an obstruction which prevents the installation of the improvement according to the line and grades shown on the Plans.

PERMITS

The Owner shall obtain the necessary Permits from all the Jurisdictional Governing Entities having jurisdiction.

The Contractor shall obtain all permits for construction within public roadways, which require a Performance Bond, Maintenance Bond and/or Insurance Certificates and the cost of same shall be incidental to the Contract and will not be a pay item. Copies of all permits shall be submitted to the Engineer before commencing construction.

LINE AND GRADE STAKES

Contractor shall be responsible for providing construction staking, as needed.

WORKING HOURS AND DAYS

The Contractor shall notify the Engineer 48 hours prior to beginning construction and whenever a two (2) day work stoppage has occurred prior to renewing construction. The work under the Contract Documents shall not be performed at night or on Sunday, or on Legal Holidays, without the approval of the Engineer and/or the Jurisdictional Governmental Entity. Is it the intention of these Contract Documents that all labor connected with the work shall be performed during the hours of daylight, being that time elapsed between one hour after sunrise and one hour before sunset. If the Engineer and/or Jurisdictional Governmental Entity deem it necessary to continue the work at night or on Sunday, or on Legal Holidays, the Contractor will be charged for construction observation as an additional service.

DETAILED SPECIFICATIONS

I. GENERAL

A. WORK LIMITS

The Contractor, his agents and employees and their equipment, machinery and vehicles shall confine their work within the boundaries of the project and shall be solely liable for damage caused by their equipment, machinery and vehicles on adjacent property.

II. ROADWAY IMPROVEMENTS

A. STANDARDS

Work shall be completed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition.

B. CRACK FILLING

Prior to installing binder over existing court, any visible cracks greater than 1/8" shall be cleaned with compressed air and filled with sealant.

C. HOT-MIX ASPHALT

Bituminous pavement shall consist of Hot-Mix Asphalt to the compacted thickness as shown on the plans. The tennis courts shall be cleaned and primed in accordance with the IDOT Standard Specifications. Prior to the placement of the bituminous concrete surface, the JURISDICTIONAL GOVERNING ENTITY shall examine the completed pavement and all failures shall be corrected by the CONTRACTOR. Payment will be per square yard of bituminous concrete, binder and surface, placed and compacted to the total thickness as shown on the plans and shall include all priming and cleaning.

D. TOPSOIL RESPREAD, SEED & STRAW BLANKET

Upon completion of the improvements, a minimum of 6" (average) of pulverized topsoil, seed (IDOT CL1) and straw blanket shall be provided over the areas disturbed by construction and areas immediately adjacent to the court to provide a grade transition.

F. EROSION CONTROL

CONTRACTOR shall use the existing parking lot as a suitable staging area and shall be responsible for removing any mud and debris from the roadway or paved areas.

G. LINE AND GRADE

CONTRACTOR shall be responsible for providing his own construction layout, as needed. Contractor shall provide their own level and survey equipment to ensure to re-establish the proper slope and drainage. This shall include providing pre-construction elevations as well as post-construction verification of grades.

H. **ACRYLIC SURFACE PREPARATION, BASE, TOPCOAT AND LINEWORK SYSTEM**

1.1 SUMMARY

- A. This section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.
- B. Related Section:
 - 1. **STANDARDS**
All work shall be done in accordance with American Sports Builders Association (A.S.B.A.) guide specifications.
 - 2. **SITE INVESTIGATION**
Refer to A.S.B.A. guide specification 1.B.
 - 3. **VEGETATION CONTROL**
Refer to A.S.B.A. guide specification 1.D.
 - 4. **SITE PREPARATION, EARTHWORK, DRAINAGE AND SUBBASE CONSTRUCTION**
Refer to A.S.B.A. guide specification 1.C.
 - 5. **COURT CONSTRUCTION**
Follow A.S.B.A. guide specification II.I: Hot Plant Mixed Tennis Courts. The Following are covered in this document: Slope Requirement, Perimeter Edging, Leveling Course, Asphalt Surface Course, and Asphalt Mix Design.

1.2 SCOPE OF WORK

- A. This specification covers the construction and installation for the courts at:
 - a. Wortham Park (one tennis court)
- B. Courts shall be cleaned using a stiff bristle broom and gas powered blower or water based pressure spray unit capable of generating 2500 psi at the nozzle tip, to remove all dirt and debris.
- C. The work to be performed under the specification includes all labor, equipment, materials and supplies necessary for the installation of the tennis courts included in this contract.
- D. It is the contractor's responsibility to identify any overhead and underground utilities, or any pre-existing conditions, that may impact construction, and avoid said utilities, etc. during the course of construction. The contractor is responsible for any repairs and/or damages to said utilities, etc., and should hold full responsibility for the cost of said repairs and/or damages, with Mundelein Park & Recreation District incurring no expense as a result of their actions.
- E. It is the contractor's responsibility to keep the site contained and secure throughout the construction process, as school will be in-session throughout the process. This includes, but is not limited to, keeping the site secure to outside personal such as, but not limited to, students and school staff members.

II. PART 2 – PRODUCTS

2.1 COURT SURFACE MATERIAL

- A. Court Surfacing Materials shall be:
 - 1. Novacrylic, as manufactured by Nova Sports U.S.A., 6 Industrial Rd., Bldg. #2., Milford, MA 01757. 800-USA-NOVA
 - 2. Nusurf Resurfacer as manufactured by APT Laykold P.O. Box 160, 109 Conica Lane, Harmony, PA 16037
 - 3. Approved equal

- B. All coatings shall be pure acrylic, containing no asphaltic or tar emulsions, nor any vinyl, alkyd or non-acrylic resins. The color system shall be factory-mixed compounds requiring only the addition of water at the jobsite except for the addition of sand to Novasurface. All materials shall be delivered to the jobsite in sealed containers with the manufacturer's label affixed.

III. PART 3 – EXECUTION

3.1 APPLICATION

- A. New asphalt pavement shall cure for 21 days prior to application of any surfacing materials.
- B. Contractors must notify the Owner's Representative of all applications, 48 hours prior to installation.
- C. The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.
- D. The surface shall be flooded. Any ponding water remaining that is deep enough to cover the thickness of a five-cent piece shall be corrected using a patch mix consisting of Novabond, 50-mesh sand and Portland cement, as per manufacturers directions. Depressions must be primed with a 50% dilution of Novabond and water prior to patching.
- E. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is imminent.
- F. Each coat in this system must dry completely before next application. Between each coat, inspect entire surface. Any defects should be repaired. Scrape surface to remove any lumps, and broom or blow off all loose matter.
- G. Using a neoprene rubber squeegee, apply two (2) coats of Novasurface acrylic resurfacer, diluted with one (1) part clean water, to two (2) parts Novasurface. Clean, bagged sand shall be incorporated into the diluted Novasurface at the rate of five (5) to ten (10) Lbs. per gallon. Sand gradation shall be 50 to 60-mesh. Allow application to dry thoroughly.
- H. Using a neoprene rubber squeegee, apply two (2) coats of Novacrylic Combination Surface (colors to be designated by owner), diluted two (2) parts concentrated material to one (1) part clean water. Allow each application to dry thoroughly. The quantity of water used in diluting these coatings may exceed the quantity specified by only a small amount and only if coatings are drying too rapidly. Permission of the owner shall be obtained before adding additional water.

3.2 LINE MARKINGS

- A. Upon completion and acceptance of the tennis surface, this Contractor shall prepare and paint lines for tennis and pickleball on the rehabilitated tennis court.
- B. All lines are to be applied by painting between masking tape with a paintbrush or roller, according to U.S.T.A. specifications.
- C. Prime masked lines with Seal-A-Line. Allow application to dry.
- D. Paint lines with Novatex textured line paint. Allow application to dry.
- E. Remove masking tape immediately after lines are dry.
- F. Protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.), which are not to be coated. In the event that coatings are applied to above, remove immediately before drying is complete.

3.3 COMPLETION

- A.** Upon completion, the contractor shall insure proper removal of all construction debris, surplus materials, empty containers and wash water, and shall leave the site in a condition acceptable to the owner. The court is to be left secure so as to prevent vandalism.

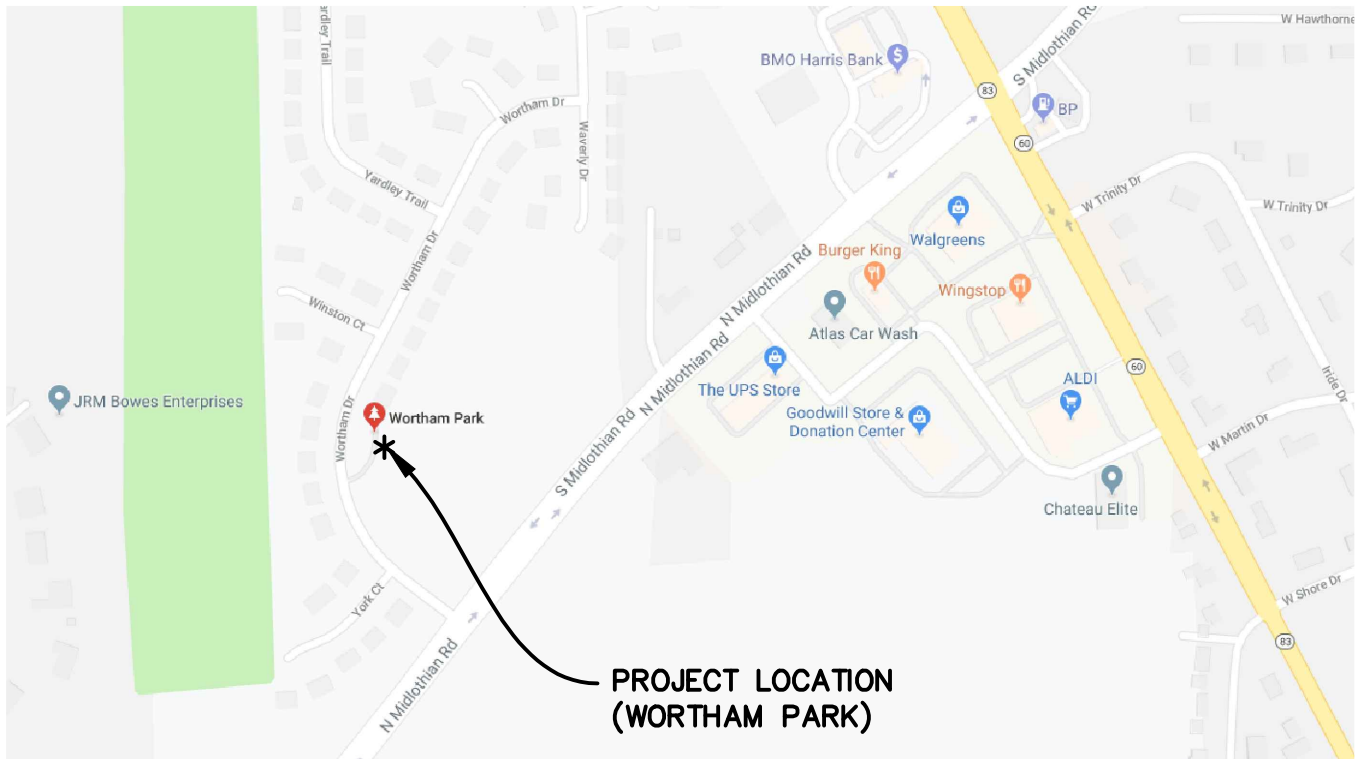
3.4 LIMITATIONS

- A.** Apply coatings only when ambient temperature is fifty degrees (50°F) and rising and the surface temperature is not in excess of one hundred forty degrees (140°F).
- B.** All NOVACRYLIC coatings are waterborne and cannot cure in cold temperatures or when subject to moisture. Care should be taken not to apply coatings when rain is forecast or sudden drop of temperature is expected. Climatic conditions such as very cool evenings and high dew points dictate that work should be completed early in the day so the coatings can be exposed to enough warm sunlight to form a film before sunset. The opposite applies during times of high heat, low humidity and drying breezes: under these conditions, work very early in the morning or very late in the day. If the product seems to be drying too fast in hot weather, mist the pavement with water to make the application easier. Care must be taken to allow each application to dry thoroughly prior to recoating.

MUNDELEIN PARK & RECREATION DISTRICT
WORTHAM PARK
2020 TENNIS COURT REHABILITATION PROJECT
SCOPE OF WORK

1. All work shall be performed per the Contract Documents that include the Project Manual, Drawings and Specifications located on the Drawings.
2. The scope of work for this bid shall include, be not be limited to the following (exclude alternates):
 - a. Existing Slip Sheeting Rehabilitation (Tennis Courts): Crack filling, installation of new asphalt leveling binder course and surface course, new acrylic court surface, final stripping, topsoil seed and blanket landscape restoration and grading transition adjacent to the court and all areas disturbed by construction.
 - b. Install new Net Posts in Sonatube.
 - c. Replace any fences that need to be modified or removed for construction.
3. Contractor is responsible for protection of all work for 7 days after installation.
4. Contractor shall provide traffic control for vehicles and pedestrian as necessary.
5. Line and grade and construction staking is the responsibility of the contractor on all courts. A minimum of 1.5% slope is required.
6. Contractor shall obtain all necessary permits and provide any necessary bonds to the Village as required.
7. No dumpsters will be allowed. Contractor shall remove construction debris from site on a daily basis.
8. Contractor shall keep the streets free of mud and debris on a daily basis to the satisfaction of the Owner or Village and shall implement erosion control best management practices.
9. Contractor shall limit access to the site to one way in/one way out between the work area and the street to minimize damage and/or impact on surrounding area as much as possible.
10. Safety is solely the responsibility of the contractor.
11. It is the contractor's responsibility to identify any overhead and underground utilities, or any pre-existing conditions, that may impact construction, and avoid said utilities, etc. during the course of construction. The contractor is responsible for any repairs and/or damages to said utilities, etc., and should hold full responsibility for the cost of said repairs and/or damages, with Mundelein Park & Recreation District incurring no expense as a result of their actions.
12. Contractor and their subcontractors are required to pay prevailing wages rates in accordance with 820 ILCS 130.

END OF SECTION



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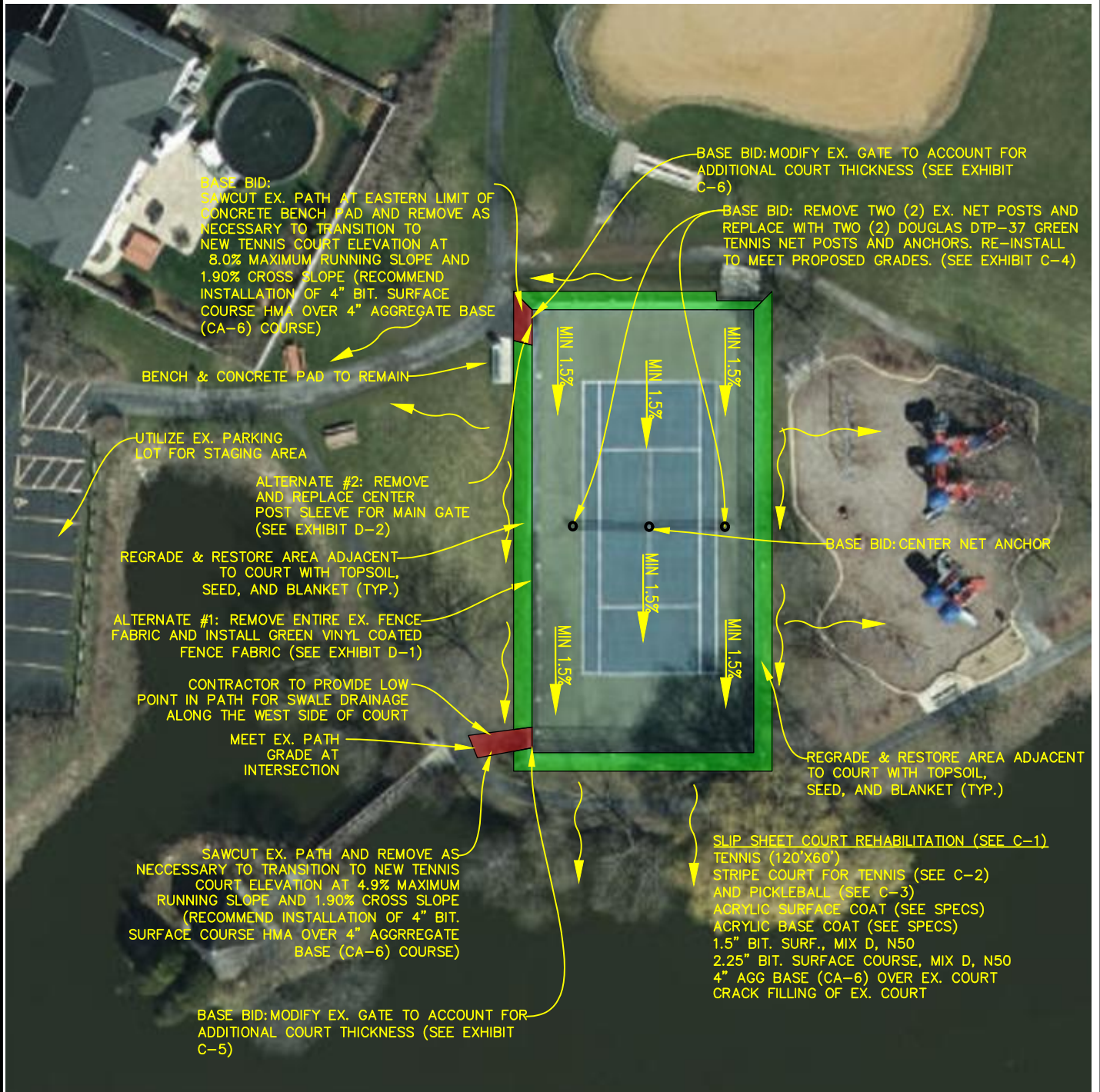


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WORTHAM PARK TENNIS COURT REHABILITATION
VILLAGE OF MUNDELEIN, ILLINOIS
LOCATION MAP

PROJ. MGR.: JSP
 DRAWN BY: JCM
 DATE: 06-26-19
 SCALE: N.T.S.

SHEET
EXHIBIT A
 MPD.MUIL04.00



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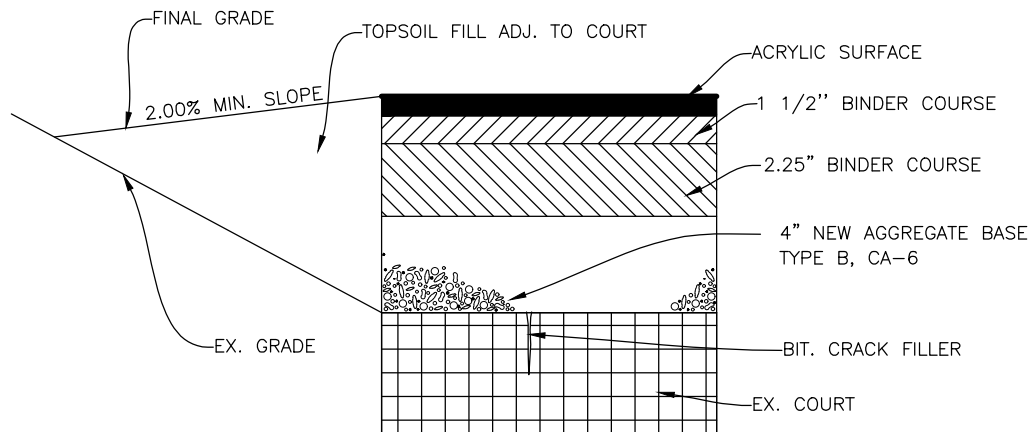
WORTHAM PARK TENNIS COURT REHABILITATION
VILLAGE OF MUNDELEIN, ILLINOIS
DEMOLITION/SITE PLAN

PROJ. MGR.: JSP
DRAWN BY: JCM
DATE: 06-26-19
SCALE: 1"=40'

SHEET

EXHIBIT B
MPD.MUIL04.00

SLIP SHEET RECONSTRUCTION



TYPICAL
COURT
REHABILITATION
DETAIL

06-26-19

MPD.MUIL04

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WORTHAM PARK TENNIS COURT REHABILITATION

VILLAGE OF MUNDELEIN, ILLINOIS

PAVING DETAIL

PROJ. MGR.: JSP

DRAWN BY: JCM

DATE: 06-26-19

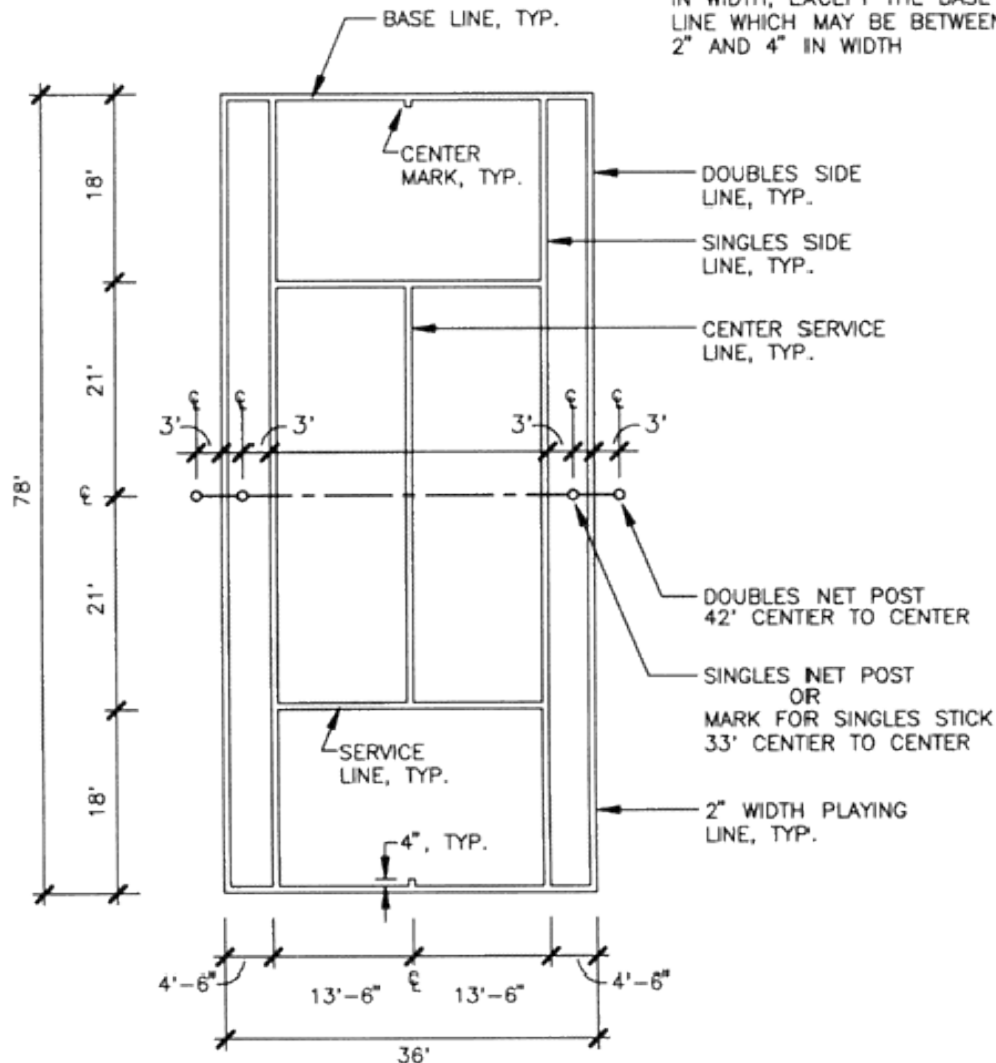
SCALE: N.T.S.

SHEET

EXHIBIT C-1

MPD.MUIL04.00

NOTES:
ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF LINES.
ALL PLAYING LINES ARE 2" IN WIDTH, EXCEPT THE BASE LINE WHICH MAY BE BETWEEN 2" AND 4" IN WIDTH



TENNIS COURT PLAYING LINE LAYOUT PLAN

NOT TO SCALE

NOTE: COURT LENGTH AND WIDTH DIMENSIONS ARE TO BE ADJUSTED BASED ON FIELD CONDITIONS.

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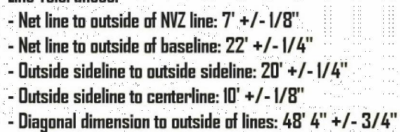
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WORTHAM PARK TENNIS COURT REHABILITATION
VILLAGE OF MUNDELEIN, ILLINOIS
TENNIS STRIPING DETAIL

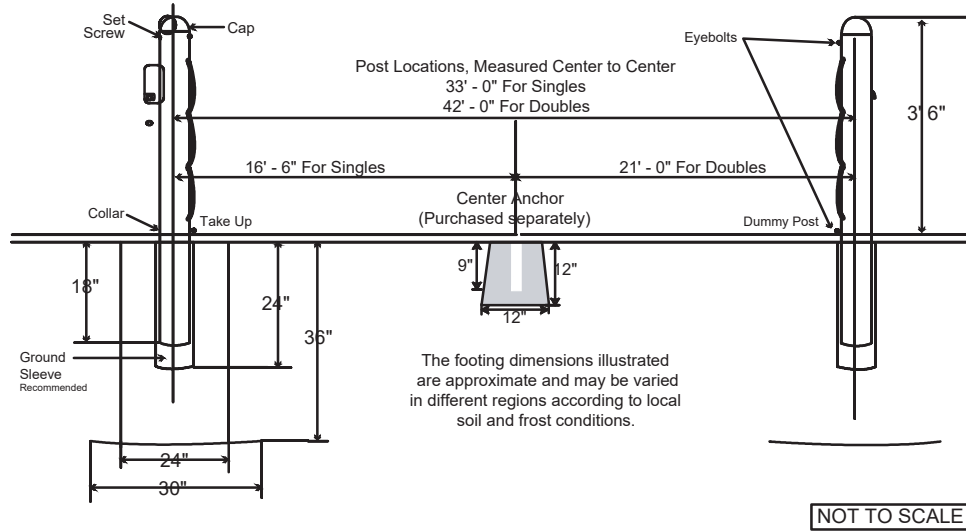
PROJ. MGR.: JSP
DRAWN BY: JCM
DATE: 06-26-19
SCALE: N.T.S.

SHEET
EXHIBIT C-2
MPD.MUIL04.00



Douglas® DTP-37 Tennis Post Installation

Item # 63007, 63008



Hardware is located in a separate box.

POST AND ANCHOR INSTALLATION:

- When installing post, use bottom collar to ensure post height is about 3' 6" above the court surface.
- The tennis post footings should be placed 3' outside the court on each side.
- Posts should be spaced 42' apart (measured center-to-center) for doubles courts or 33' apart for singles courts.
- DIRECT GROUND INSTALLATION**
Anchor each post in a block of concrete as shown in the diagram. Pour the concrete into a bell-shaped hole 24" in diameter at the top and 30" in diameter at the bottom. Make the hole at least 36" deep.
- GROUND SLEEVE INSTALLATION -Recommended**
While pouring the concrete hold the ground sleeve in place, plugged end down. Use a plumb line to set the sleeve pointing straight up. Sleeve should be set flush with the surface. Let concrete dry. Carefully set the post in ground sleeves.

- Adjust set screw to tighten tennis post cap.
- Screw on the top and bottom eyebolts to each post.
- CENTER ANCHOR -Recommended**
The Center anchor should be 16' 6" away from each post in singles and 21' for doubles. Pour concrete into a bell shaped hole 9" in diameter at the top and 12" in diameter at the bottom. The hole should be 12" deep. While pouring, hold the anchor in place, with the narrowed end down. Make sure the anchor is flush with the surface and pin is parallel to the net line. Let concrete dry.

CARE & MAINTENANCE

During the off season, it is best to winterize your court by removing the tennis posts and use sleeve plugs (sold separately) to prevent moisture and dirt from falling in.



TYPICAL
TENNIS POST
FOOTING
DETAIL

06-26-19

MPD.MUIL04

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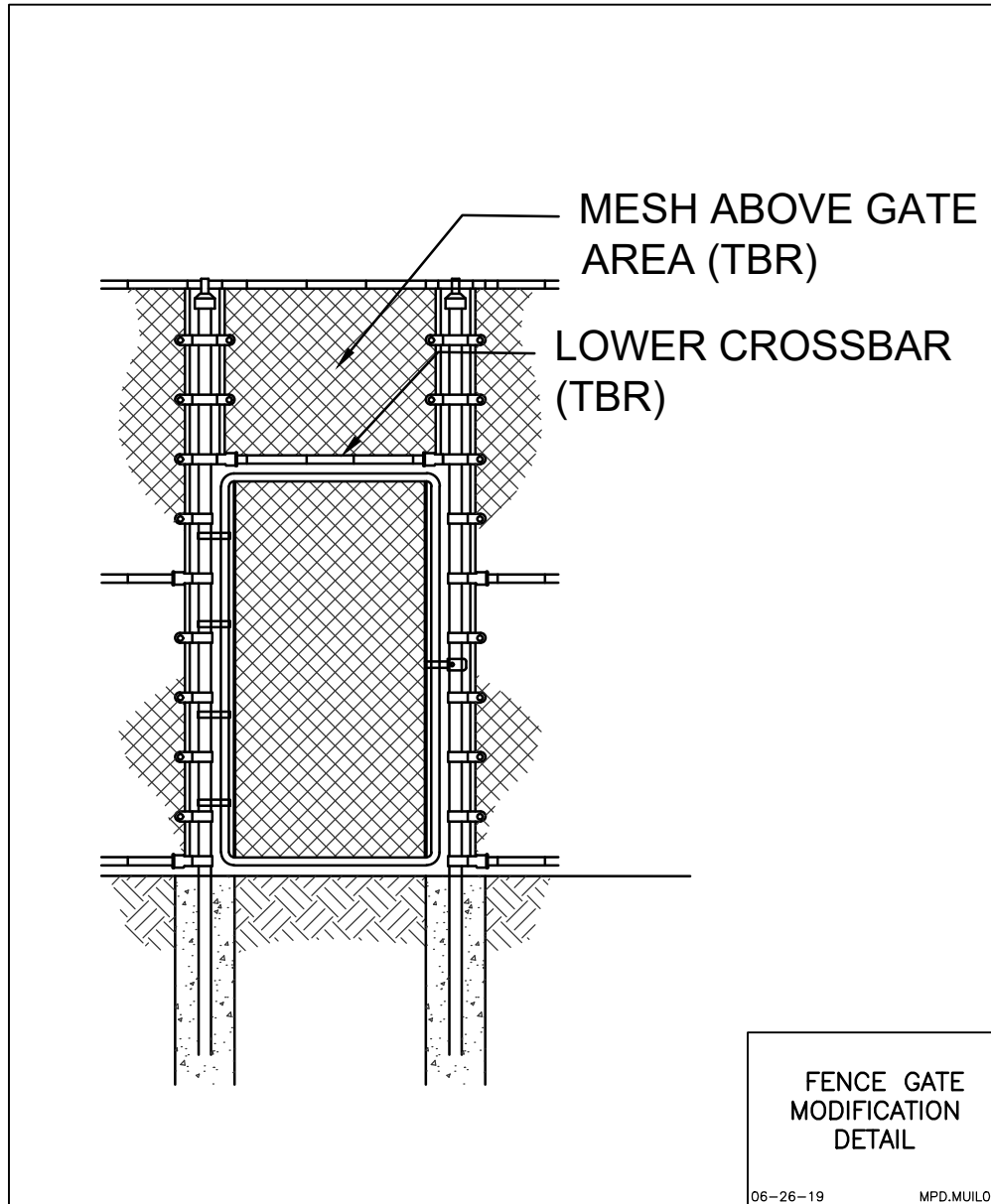
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WORTHAM PARK TENNIS COURT REHABILITATION
VILLAGE OF MUNDELEIN, ILLINOIS
TENNIS POST DETAIL

PROJ. MGR.: JSP
DRAWN BY: JCM
DATE: 06-26-19
SCALE: N.T.S.

SHEET

EXHIBIT C-4
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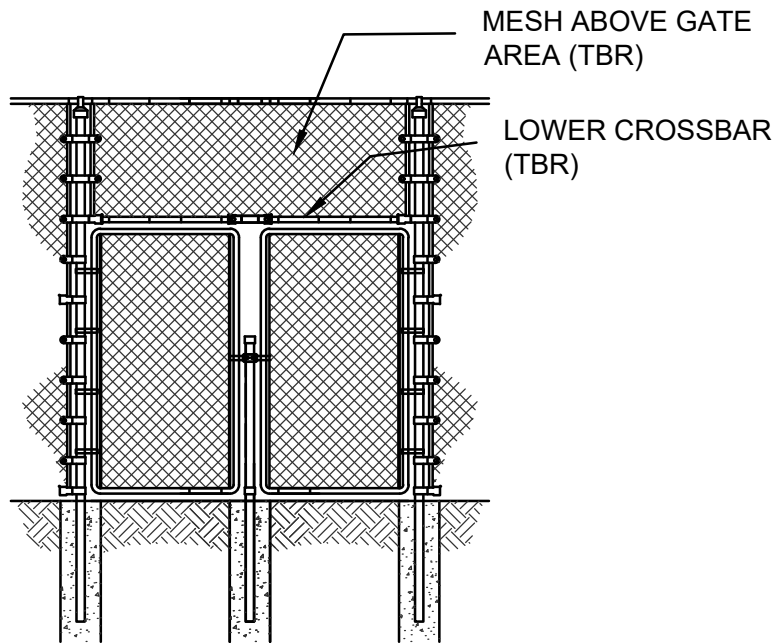


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WORTHAM PARK TENNIS COURT REHABILITATION
 VILLAGE OF MUNDELEIN, ILLINOIS
 FENCE GATE MODIFICATION DETAIL

PROJ. MGR.: JSP
 DRAWN BY: DJM
 DATE: 06-26-19
 SCALE: NTS

SHEET
EXHIBIT C-5
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FENCE GATE #2
MODIFICATION
DETAIL

06-26-19

MPD.MUIL04

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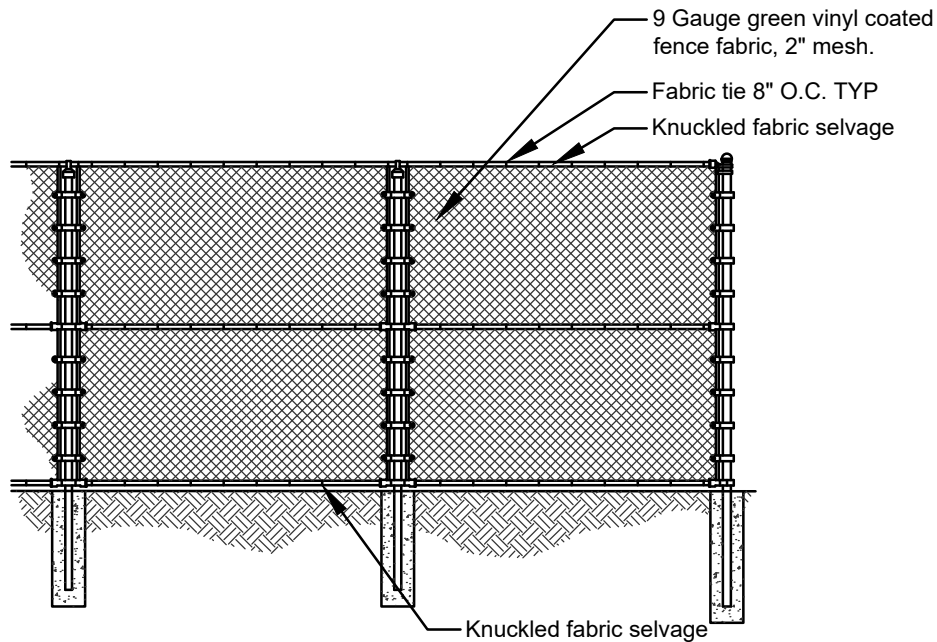
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WORTHAM PARK TENNIS COURT REHABILITATION
VILLAGE OF MUNDELEIN, ILLINOIS
FENCE GATE #2 MODIFICATION DETAIL

PROJ. MGR.: JSP
DRAWN BY: DJM
DATE: 06-26-19
SCALE: NTS

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EXHIBIT C-6
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FENCE FABRIC DETAIL

06-26-19

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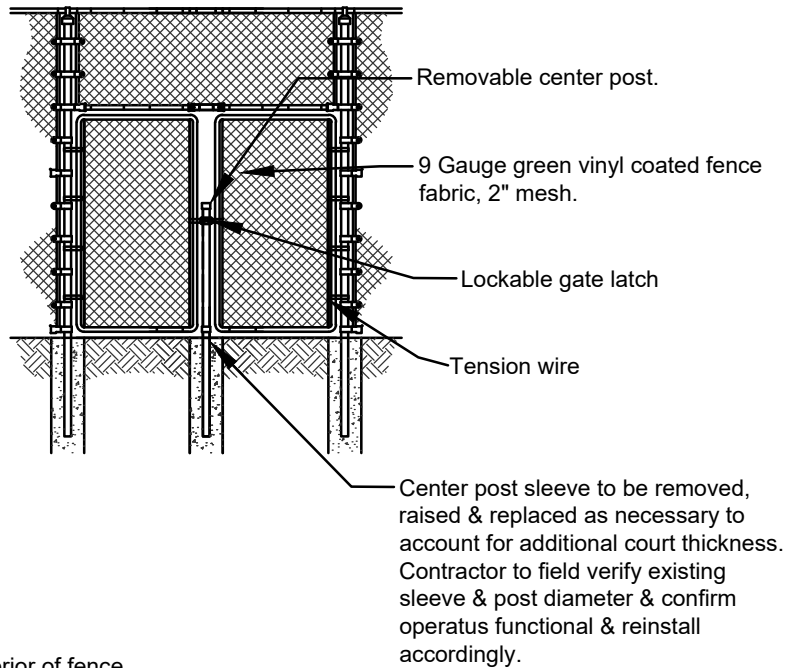


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WORTHAM PARK TENNIS COURT REHABILITATION
VILLAGE OF MUNDELEIN, ILLINOIS
ALTERNATE #1: FENCE FABRIC DETAIL

PROJ. MGR.: JSP
DRAWN BY: JCM
DATE: 06-26-19
SCALE: N.T.S.

SHEET
EXHIBIT D-1
MPD.MUIL04.00



Note:

1. Posts & rails to be on exterior of fence.
2. Fence color: Green- Entire fabric, posts, gates, wire, sleeves, stretcher bars, stretcher bar bands, post tops, clips, ties, rail ends, fastners, fittings and accessories.
3. 1.5" Gap maximum from court surface to bottom of fence.

**FENCE GATE
DETAIL**

06-26-19

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**WORTHAM PARK TENNIS COURT REHABILITATION
VILLAGE OF MUNDELEIN, ILLINOIS
ALTERNATE #2: FENCE GATE DETAIL**

PROJ. MGR.: JSP
DRAWN BY: JCM
DATE: 06-26-19
SCALE: N.T.S.

EXHIBIT D-2
SHEET
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