

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 18th day of March, 2026 ("Effective Date"), by and between the Board of Education of Community Unit School District 200, an Illinois school District ("School District"), and Wheaton Park District, an Illinois park District and unit of local government ("Park District"). School District and Park District are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the Park District is the owner of certain real property located at 1100 S. Main St, Wheaton, IL 60189, commonly referred to as Kelly Park ("Park Property"); and

WHEREAS, the School District is the owner of certain real property located at 1125 South Wheaton Avenue Wheaton, IL 60189, commonly referred to as Edison Middle School ("School Property"), and located adjacent to the Park Property; and

WHEREAS, the School District has plans to construct an addition to Edison Middle School ("Planned Improvements"); and

WHEREAS, the School District requires a temporary construction easement over a portion of the Park Property to facilitate the Planned Improvements, and the Park District is willing to grant such an easement, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Park District has the authority to grant such an easement pursuant to Articles 8-1 and 8-11 of the Park District Code of the State of Illinois (70 ILCS 1205/8-1 and 8-11); and

WHEREAS, the Parties desire to formally establish their respective rights and obligations regarding School District's access to and use of certain portions of the Park Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this paragraph 1, the same constituting the factual basis for this Agreement.

2. Grant of Temporary Construction Easement. Subject to the terms and conditions of this Agreement, Park District hereby grants to School District, and any of School District's agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a temporary construction easement over, on, and across those portions of the Park Property described and depicted in Exhibit A, attached hereto and incorporated herein by reference ("Easement Premises"), solely for the purpose of ingress and egress and to move, stage and store construction and other machinery, apparatus, equipment, vehicles, and personnel and to do such

other activities as School District shall deem necessary or desirable in connection with the Planned Improvements (“Temporary Construction Easement”). Notwithstanding the foregoing, School District shall not install any permanent facilities within the Easement Premises.

3. Term of Temporary Construction Easement. The Temporary Construction Easement granted pursuant to paragraph 2 of this Agreement shall begin on the Effective Date of this Agreement and shall expire April 30, 2027 which is estimated to be the final completion target date of the Planned Improvements on the School Property and approval by the Park District of all restoration work by School District on Park Property or the Easement Premises required by Section 6 of this Agreement.

4. Additional Easement Conditions. In addition to the other terms and conditions set forth in this Agreement, the Temporary Construction Easement, together with any ancillary rights given to School District under this Agreement, shall be subject to the following conditions:

(a) Park District reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to School District under this Agreement, including but not limited to the right to install landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Easement Premises that do not then or later conflict with the Temporary Construction Easement or the easement rights granted hereunder.

(b) School District shall notify Park District at least seven (7) days prior to commencement of any access to or use of the Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to protect the public at large and to avoid any interference with Park District’s use of the Park Property or the Easement Premises. School District shall also provide Park District with a copy of the construction schedule for the Planned Improvements as the same may be revised from time to time and otherwise give Park District reasonable advance notice of any planned activities on the Easement Premises that may affect Park District’s conduct of its normal activities and use of the Park Property.

(c) Any work or activity performed by any entity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the City of Wheaton and the Wheaton Park District and shall be conducted in a manner so as to avoid damage to the Park Property.

(d) The Temporary Construction Easement shall be used and enjoyed solely by School District and its duly authorized agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, and School District shall not assign its easement rights in whole or in part to any other person or entity.

(f) The Park Property, including the Easement Premises, shall at all times be kept free of accumulations of debris, waste and garbage resulting from the Planned Improvements.

(e) No equipment, machinery or materials shall be brought or permitted to come onto or remain on any portion of the Park Property other than the Temporary Construction Easement Premises, and then subject to such reasonable restrictions, if any, as shall be specified by Park District.

(g) Park District shall have the right at any time to:

(i) impose weight and load restrictions on the Easement Premises which Park District reasonably determines are necessary or advisable under the circumstances; and

(ii) suspend the Temporary Construction Easement for safety or health reasons or for breach by School District of any of its obligations under this Agreement, until the reasons for the suspension have been rectified to Park District's reasonable satisfaction and without waiving Park District's right to terminate the Temporary Construction Easement as provided in paragraph 11, below.

(h) Park District shall have the right to enter upon the Easement Premises at any time(s) to inspect, maintain or repair the Park Property including the Easement Premises and improvements thereon, to determine School District's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s). Park District's reservation of such rights or its failure to exercise same shall not impose or create any responsibility or liability on Park District or affect, reduce or nullify in any way School District's obligations under this Agreement. School District shall cooperate with Park District's reasonable requests to inspect the Easement Premises.

5. Hazardous Materials. No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Park Property (except as needed for vehicles or equipment for the Planned Improvements provided that School District and its contractors shall be liable for any damage to or contamination of Park Property resulting from such activity or use). As used in this Agreement, "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (I) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation

and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

6. Restoration Obligations.

- (a) **General Restoration Obligations.** Upon termination of the Temporary Construction Easement by expiration or otherwise, or upon completion of any work contemplated by this Agreement, School District at its sole cost and expense shall restore the Easement Premises, and any other affected portion(s) of Park Property, to the same or better condition as existed immediately prior to the commencement of any activity thereon by School District. All restoration, repair and replacement shall be completed to the reasonable satisfaction of the Park District within thirty (30) days after the termination of the Temporary Construction Easement or upon completion of any work contemplated by this Agreement whichever is later, or if due to weather conditions or other circumstances which in Park District's opinion would make any such restoration, repair and replacement inadvisable, then within such later time period as Park District reasonably shall request.

- (b) **Restoration of Ballfield and other assets.** In addition to School District's general restoration obligations set forth above, the Parties acknowledge and agree that School District's use of the Easement Premises will involve damage to certain Park District assets including but not limited to a basketball/sport court, baseball/softball field, backstop, baseline/dugout fencing, player benches, turf, asphalt paths, native planting/pollinator garden area and limestone screened areas located on the Easement Premises. Upon termination of the Temporary Construction Easement by expiration or otherwise, or upon completion of any work contemplated by this Agreement, School District shall be responsible, at its sole cost and expense, to restore the assets, including but not limited to a basketball/sport court, baseball/softball field, backstop, baseline/dugout fencing, player benches, turf, asphalt paths, native planting/pollinator garden area and limestone screened areas in accordance with the plans, specifications, drawings, and other related documents prepared by the Wheaton Park District and attached hereto as Exhibit B and incorporated herein by reference, subject to any changes or modifications agreed to in writing by both Parties. All necessary restoration, repair and replacement contemplated by this subsection 6(b) shall be completed to the reasonable satisfaction of the Park District within 30 days after the termination of the Temporary Construction Easement or upon completion of any work contemplated by this Agreement, or if due to weather conditions or other circumstances which in Park District's opinion would make any such restoration, repair and replacement inadvisable, then within such later time period as Park District reasonably shall request.

7. School District shall conduct its operations on the Park Property entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, School District hereby forever waives, relinquishes and discharges and holds harmless Park District, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims of every nature whatsoever, which School District may have at any time against Park District, its elected and appointed officials, officers, employees, agents, and/or volunteers, including without limitation claims for personal injury or property damage sustained or incurred by School District or any person claiming by, through or under School District, relating directly or indirectly to the Planned Improvements, the construction of the Planned Improvements, access to or use of the Easement Premises, or the exercise of the rights and privileges granted hereunder.

8. School District shall defend, indemnify and hold harmless Park District, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such indemnified persons, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by School District, its employees, agents, or contractors, or any other person acting on its or their behalf, or with its or their authority or permission, of the rights and privileges granted School District under this Agreement. School District shall defend, indemnify and hold harmless Park District against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by Park District as a result of School District's breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

Park District shall defend, indemnify and hold harmless School District, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such indemnified persons, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by Park District, its employees, agents, or contractors, or any other person acting on its or their behalf, or with its or their authority or permission, of the rights and privileges granted Park District under this Agreement. Park District shall defend, indemnify and hold harmless School District against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by School District as a result of Park District's breach of any provision of this Agreement or otherwise incurred by School District in enforcing the terms of this Agreement.

9. Insurance.

(a) School District shall keep in full force and effect at all times during this Agreement commercial general liability insurance, including contractual liability coverage, Workers' Compensation insurance, and such other types of insurance in

such amounts and with such companies or self-insurance pools as are reasonably acceptable to Park District, but, in any event, not less than the coverages and amounts set forth in Exhibit C. The minimum insurance coverage specified in this Paragraph 9 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. School District shall name the Park District, its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on any such insurance, and shall provide Park District with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Park Property, and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to the Park District.

(b) In addition to, and in furtherance and not in limitation of, School District's insurance obligations set forth above, and at no cost to Park District, School District shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to obtain and keep in full force and effect for so long as any claim relating to the Planned Improvements legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in Exhibit C attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. School District shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to defend, indemnify and hold harmless Park District in accordance with and as more fully set forth in Subsection D of Exhibit C attached hereto.

10. School District shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Park Property. School District shall defend, indemnify and hold harmless Park District from and against any such claims or liens.

11. The Temporary Construction Easement granted to School District hereunder may be terminated as follows:

- (a) immediately upon written notice to School District in the event School District or its contractor(s) shall fail to procure or maintain the insurance required, or shall fail to provide evidence of such insurance coverage as required, under paragraph 9, above.
- (b) immediately upon School District's failure to remedy or obtain remedy by its contractor(s) of any breach of any term or condition of this Agreement (other than paragraph 9 regarding insurance) within five (5) days after written notice of such breach is delivered to School District; or
- (c) immediately upon abandonment of the Planned Improvements by School District or its contractor(s). For the purposes of this subparagraph,

abandonment shall be deemed to have occurred in the event no activity is conducted on the Planned Improvements for a period of sixty (60) consecutive days once the work has commenced, save for force majeure or casualty.

12. No waiver of any rights which Park District has in the event of any default or breach by School District under this Agreement shall be implied from failure by Park District to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

13. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment of the rights, privileges, defenses and immunities available or afforded to the Park District under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

14. There are no third-party beneficiaries to this Agreement, intended or otherwise, and no claim as a third-party beneficiary under this Agreement may or shall be made, or be valid against, either Party.

15. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:

Executive Director
Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187

Notice to School District:

Notices shall be deemed given when received by the Party to whom it was sent.

16. This Agreement contains the entire agreement between the Parties with respect to the use of the Park Property and the Easement Premises by School District in connection with the Planned Improvements and cannot be modified except in a writing, dated subsequent to the date hereof and signed by both Parties.

17. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. In the event any signature is delivered by facsimile or by email delivery of a scanned PDF file, such signature shall create a valid and binding obligation of the Party with the same force and effect as if the facsimile or scanned PDF page were an original thereof.

18. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor School District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

19. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

20. The School District may terminate this Agreement with 30 days written notice to the Park District.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof, as of the year and date first above written.

**BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL
DISTRICT 200**

By: 

Its: PRESIDENT

Date: 3-11-2026

WHEATON PARK DISTRICT

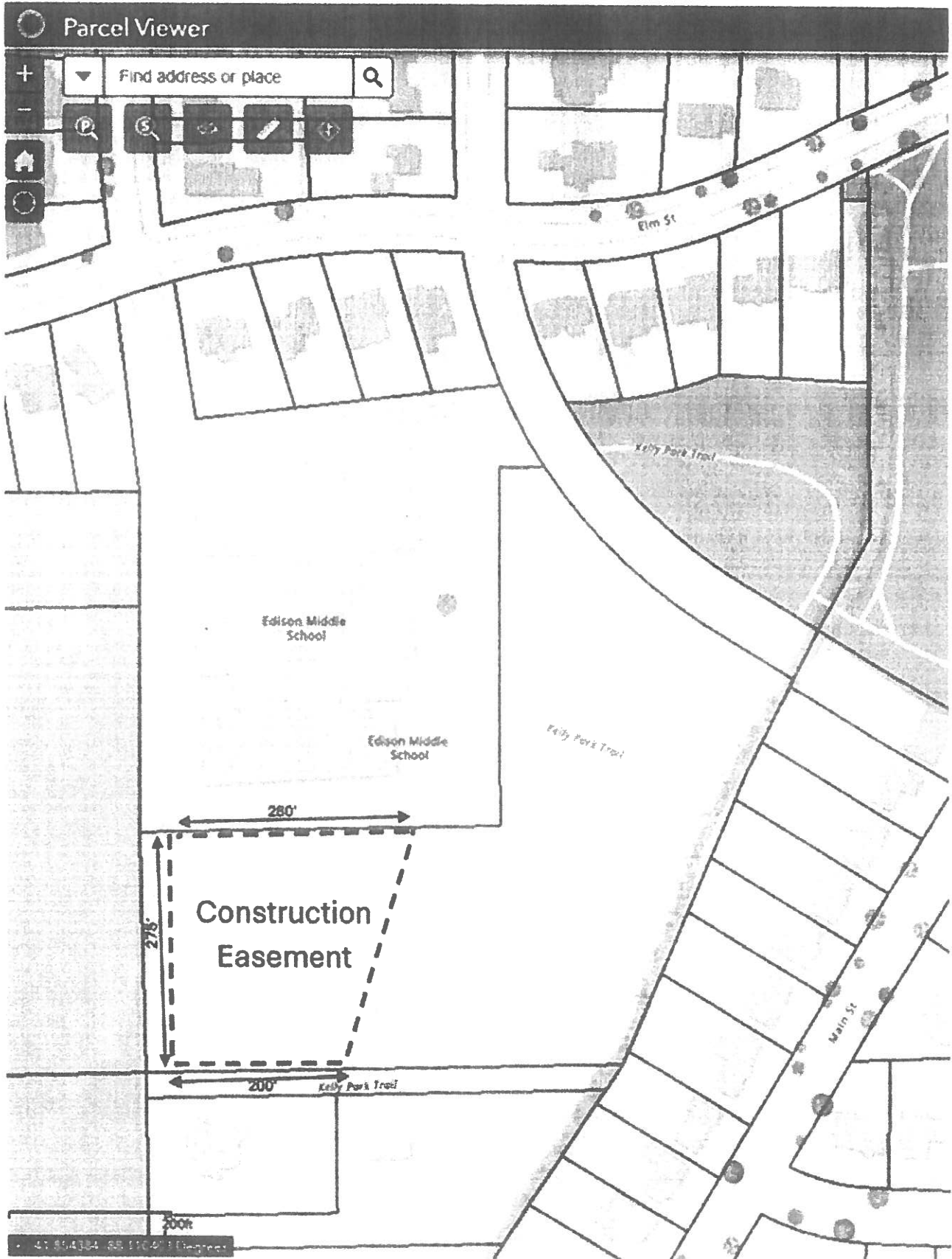
By: 

Its: Executive Director

Date: 3/18/2026

EXHIBIT A

DEPICTION OF PARK PROPERTY AND TEMPORARY CONSTRUCTION
EASEMENT PREMISES



NICHOLAS & ASSOCIATES, INC.

1001 Feehanville Drive, Mount Prospect, IL 60056 | Phone 847.394.6200 | Fax 847.394.6205



Project Issuance 2b



CONSTRUCTION TRAFFIC:
COORDINATE W/ SCHOOL
ACTIVITIES

ADDITION - CONSTRUCTION AREA
March/April 2026 - August 2026

TEMP STAGING & PARKING AREA
March/April 2026 thru Spring 2027
10" CA-1 capped with CA-6

CUSD 200 - EDISON MIDDLE SCHOOL - SITE LOGISTICS PLAN - 5/19/25

EXHIBIT B

PLANS AND SPECIFICATIONS FOR RESTORATION OF PARK DISTRICT BALLFIELD

ASPHALT PAVEMENT SPECIFICATIONS

1. MATERIALS – PATHS:

Compacted Gravel Base:

Minimum 6" of compacted CA-6 gravel

Binder Course:

1 1/2" minimum depth. Use N-50 asphalt.

Surface Course:

1 1/2" minimum depth. Use N-50 asphalt.

Total asphalt thickness = 3"

2. Construction Traffic & Protection of Work -

Construction Traffic:

Construction traffic must be confined to a 2' temporary construction easement located beyond existing pavement locations. Due to close proximity of construction traffic to existing facilities, absolutely no construction or vehicular traffic will be allowed outside of construction easement. Any rutting or damage made to the parks or facilities will be repaired by the Contractor, at the Contractor's expense. Contractor employee trucks and vehicles shall not be parked within the park. They shall park in appropriate parking lots or where allowed on the street curbside.

Protection of Work and Pedestrians:

Do not block access to and through the parking lots on site. Maintain access for vehicular and pedestrian traffic through the parking lot and park. Provide warning signs and or barricades in order to protect pedestrians and the work in progress throughout the entire length of the project. While excavating with heavy machinery, extra caution should be used to avoid damage to and to protect all possible manhole covers, structures, paving, shrubs, trees, retaining walls and any other park amenities.

Please note that the parking lots will need to be returned to a condition that allows for public access each evening during these repairs. The Contractor will be responsible to provide any necessary barriers or flagman to minimize conflicts with patrons.

CONSTRUCTION METHODS

Removal and Disposal:

While excavating or grinding with heavy machinery, extra caution should be used to avoid damage to possible manhole covers, drinking fountains, trees, benches, waste receptacles, or any other park amenity. The Contractor shall dispose of all excess spoils, excavated materials, trash, etc. of legally and properly off-site. Excess material not needed for reclaimed base will be removed from site as part of the bid amount.

In cases where the new or reclaimed asphalt is to abut existing pavement, saw-cut a clean edge for the joint between the new and old pavement.

Excavation:

Excavate so that when the stone base is installed, the width of the stone base will spill over the total width noted so as to provide a shoulder on which the binder and surface course can be applied. This will insure that no asphalt edge will sit upon soil or grass. At no time shall any portion of the new asphalt paths be installed upon exposed soil or anything that is not the appropriate compacted stone base.

Grading and Compacting of Gravel:

Gravel base shall be compacted repeatedly by wetting and rolling with a pneumatic-tired roller or a hand tamper to a 95% density. The gravel base surface is to be a smooth, uniform grade so that the surface will drain and not impound water and is to be approved by the Owner prior to any application of surface course. Final grades for all areas included under these specifications shall not vary more than one-tenth 0.1 of a foot from the established grades. The Owner reserves the right to make minor adjustments in lines and grades as the work progresses whenever such changes are considered necessary to better accomplish the true intent of the plans. In establishing the grade, ADA accessibility standards must be maintained while not impeding storm water drainage. Maintain a maximum 5% slope and a maximum 2% cross slope at all times.

The Contractor shall proof roll the base to ensure proper compaction is met. The Contractor shall coordinate with Owner.

Application of Binder Course and Surface Course:

Preparation of materials, mixing formula and transporting mixtures shall conform to IDOT specifications. The surface course shall be compacted to a density of not less than 93% of the maximum possible density. N-50 asphalt shall be used.

The binder and surface course shall be placed only on a base that is dry and shall be placed only when the air temperature in the shade is at least 45 degrees F or above. N-50 asphalt shall be used.

The binder and surface course shall be placed uniformly with a spreading and finishing machine to the grade specified on the plan or established by the Owner. An appropriate rolling pattern shall be established for the binder and surface course to determine the type

of rollers, number of passes and sequence of operations necessary to meet the density requirements as specified herein. The binder and surface course shall be compacted to a density of not less than 93% of the maximum possible density. Methods of compaction shall conform to the requirements to the satisfaction of the Owner. The finished surface shall be true, uniform in texture, free from ruts, depressions, cracks, tears, and checks. In the case of asphalt patching, the patch must be rolled and compacted to match the grade of the surrounding, existing asphalt.

Repair and Clean-up:

All areas disturbed by the Contractor's operations shall be repaired to their original condition. The Contractor shall pay for repair of all damages to existing roadways, sidewalks, curbs, utilities, plant material, turf and site amenities caused by their work.

At the completion of the work under contract, the Contractor shall remove all debris and accumulated materials caused by his work and legally dispose of it off site, and leave the site in a clean and neat order acceptable to the Owner.

WEATHER

The surface course shall be laid only on a base that is dry and shall be placed only when the air temperature in the shade is at least 45 degrees F. or above.

END ASPHALT PAVEMENT SPECIFICATIONS

BASEBALL INFIELD SPECIFICATION

Contractor to provide and install Quickpitch material to 4" uniform depth for proper drainage. The contractor is responsible for hauling and disposing of all excavated materials.

Reference Material

Please refer to the 'DuraEdge & Beacon Athletics Ballfield Design & Dimensions Guide' for measurements, base installation, mound/plate clay fortification, and other information. It is available for free download at <https://beaconathletics.com/ballfield-dimensions-guide/>.

Scope for Infields:

- Excavate infield to depth of four (4) inches. Grade and compact as subbase.¹
- Install and compact Quickpitch to a depth of four (4) inches²
- Install Owner-supplied home plate and pitcher's rubber at 43 feet⁴
- Contractor must preserve base anchors during excavation. Contractor must reinstall base anchors to proper depth and locations for 60 foot bases.³

- Contractor must restore turfgrass in all disturbed areas. Seed and blanket are acceptable; sod is not requested. Owner will water disturbed areas.
- Contractor must provide their own water. Contact City of Wheaton for water meter.
- Public restrooms and/or portable toilets are available at each location.
- Any jock box, or mat systems, found present during excavation must be preserved for reuse.

¹Excavation depth may vary slightly based on each field's existing grades. Some areas of fields may need more or less than 4 inches to ensure proper surface drainage. Excavation plans for each field will be verified onsite between Owner and Contractor to ensure subbase prep matches the desired finished grades for proper surface drainage.

²It is imperative that there are four (4) inches of Quickpitch over the entire infield. At that depth, the Owner will be able to maintain the infield without the concern of mixing Quickpitch into the subbase. For optimal drainage and playability, the materials must remain separate.

³ Please refer to the 'Ballfield Design & Dimensions Guide.' Guide available for free download at <https://beaconathletics.com/ballfield-dimensions-guide/>.

⁴ Contractor must mark apex of existing home plate with rebar or other method to ensure new home plate is installed in same location. If it is determined that existing home plate locations are incorrect for a square field, then Contractor must notify the Owner to determine next steps.

Field Engineering

Construction layout including grade stakes, all other horizontal alignments, and preservation of control points or temporary benchmarks shall be the responsibility of the Contractor.

Disposal of Excavated Material

All temporary stockpiles shall be removed prior to completion of the Project. All excess excavated material will be required to be disposed of off-site. Disposal of excavated material will not be paid for separately. Any excess Quickpitch must be saved and delivered to offsite location to be determined by Owner.

END BASEBALL INFIELD SPECIFICATION

CHAIN LINK FENCING SPECIFICATIONS

I. FENCE REMOVAL

- A. Contractor shall remove and dispose fence fabric, post and footing completely. It is not acceptable to simply cut posts below grade. Post holes shall be backfilled as necessary unless they will be reused immediately for proposed fencing.

II. VEGETATION REMOVAL

- A. Removal Specifications: Removals will include topping and other operations necessary to safely remove the assigned trees. No trees or trunks are felled onto pavement. Work includes removal of basal sprout and brush and weeds within 3 feet of the trunk. The tree stump will be ground out to a depth of 6 inches below the normal surface level including all surface roots. Immediately after grinding each stump, the grindings must be removed from the work area. Adjacent sidewalks, lawns, streets, and gutters will be cleaned. Backfill consisting of clean, earthen soil should be used to fill the cavity, free of debris, to normal ground level and seeded with an approved seeding mix. Do not backfill with wood chips. All debris disposal must be provided by the contractor at no additional cost to the Owner. The chosen Contractor will be required to follow the ANSI Z-133 Standards for tree worker safety.
- B. Stump Grinding Specifications: For stump grinding not associated with a tree removal, stumps will be ground out to a depth of 6 inches below the normal surface level, including all surface roots. Immediately after grinding each stump, the grindings must be removed from the work area. Adjacent sidewalks, lawns, streets, and gutters will be cleaned. Holes are not to be left open overnight. Backfill consisting of clean earthen soil should be used to fill in the cavity, free of debris, to 4 inches above the existing lawn grade surrounding the stump site (to allow for settling) and seeded with an approved seeding mix. Do not backfill with wood chips.

III. FENCE INSTALLATION

- A. Site Examination
 - i. Ensure property lines and legal boundaries of Work are clearly established.
 - ii. Verify areas to receive fencing are completed to final grade.
- B. Chain Link Framework Installation
 - i. Install chain link fence system in accordance with ASTM F567 and manufacturer's instructions.
 - ii. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degree or more.
 - iii. Space line posts uniformly.
 - iv. Concrete set posts: Dig holes in firm, undisturbed or, compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Place concrete around posts in a continuous pour. Trowel finish around post and ensure footings are 6" below grade. No footings are to be above grade.

- v. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- vi. Bracing: Install horizontal brace and truss assembly at mid-height or above for fences and over at each fabric connection to the terminal post. The diagonal truss rod is installed at the point where the brace rail is attached to the terminal post and diagonally down to the bottom of the adjacent line post. Place the truss rod in tension by adjusting the turnbuckle.
- vii. Top rail: Install in lengths of 21'. Connect ends with sleeves forming a rigid connection, allow for expansion and contraction.
- viii. Center Rails: Install mid rails between line posts and attach to post using rail end or line rail clamps. A center rail is required for fabric height 10' and over.
- ix. Bottom Rails: Install bottom rails between posts and attach to post using rail end or line rail clamps.
- x. Touch up any nicks or scratches of the PVC color coating with liquid PVC paint.

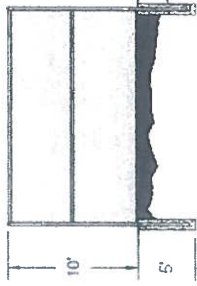
C. Chain Link Fabric Installation

- i. Fabric: Install fabric on security side, pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 15" on center and attach so that fabric remains in tension after pulling force is released. Install fabric so that it is 2" +/- 1" above finish grade.
- ii. Secure fabric using wire ties to line posts at 15" (381 mm) on center and to rails and braces 24" on center, and to the tension wire using hog rings 24" on center. Tie wire shall be secured to the fabric by wrapping it two 360 degree turns around the chain link wire pickets. Cut off any excess wire and bend back so as not to protrude so as to avoid injury if a pedestrian may come in contact with the fence.

Notes:

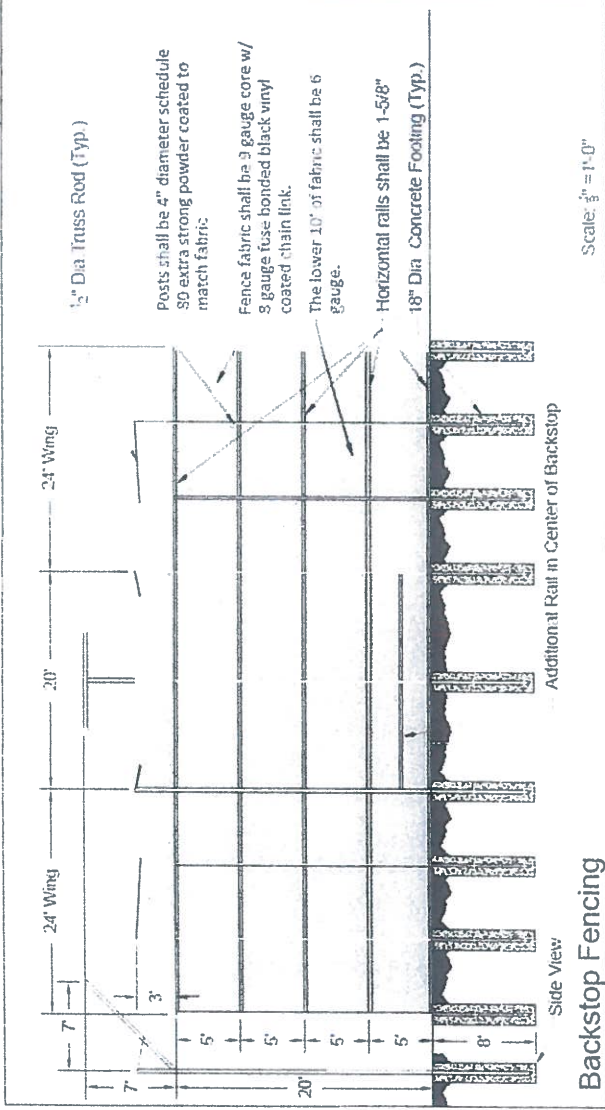
1. Remove & replace backstop & dugout fencing
2. Remove and replace sideline fence
3. Remove existing & install NEW 15' players benches. Benches shall be installed 8 inches from the back of the Dugout fence
4. Contractor shall minimize disturbance. Touch up limestone screening & ball mix as needed
5. All tops of concrete footings shall be 6 inches below grade.
6. All existing fence posts, bench posts and footings must be left at least 6 inches below grade, if not being removed.
7. FOR FIELD #24 ONLY (on N.E. side of school, closest to parking lot) the Dugout on the East side of the field (along 3rd baseline) shall be 6'6" wide. This is due to the proximity of a Sanitary Sewer line
8. All other Dugouts shall be 7' wide

For all Dugout and sideline fences, Line Posts shall be (Schedule 40) 2 1/2" diameter and Terminal Posts shall be (schedule 40) 3" diameter.



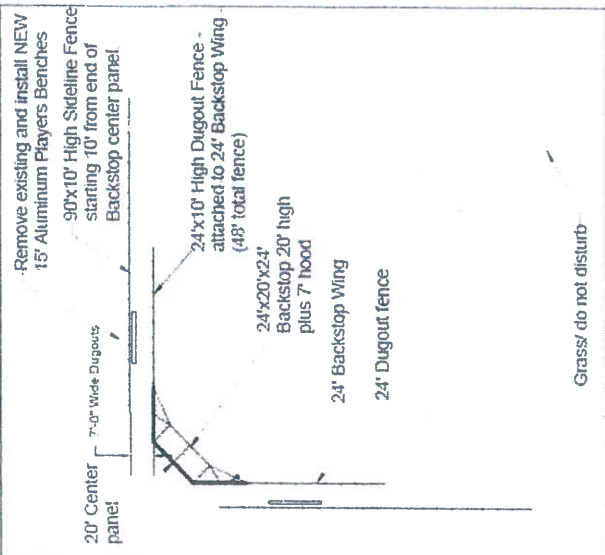
Sideline & Dugout Fence

Scale: 3/8" = 1'-0"



Backstop Fencing

Scale: 3/8" = 1'-0"



Grass/ do not disturb



WHEATON PARK DISTRICT

182 E. URSULTY WHEATON, IL 60187
(630) 665-3710

**Kelly Park/Edison School
2017 Fencing Projects
Edison School Fields # 22, 23 & 24 Layout & Details**

designed by	BM	revised by	
checked by	4/16/17	revised by	
date		date	
date		date	
date		date	
date		date	

END CHAIN LINK FENCE SPECIFICATIONS

TURF RESTORATION SPECIFICATIONS

- Restoration: The areas of work shall be restored with pulverized topsoil 4" – 6" deep and with blanket that is stapled down. Grass seed is to be Barenburg HGT Kentucky Bluegrass. Seed is to be applied at a rate of 2-3 lbs. per 1000 sq. ft. More is to be added if the area is sloped.

END TURF RESTORATION SPECIFICATIONS

COLORCOAT FINISH SPECIFICATIONS

COLORCOAT SCOPE:

This project shall consist of court color coating to create court surfaces that are of uniform texture and that are properly drained without depressions.

This includes: cleaning, leveling of depressions, crack filling applying 2 coats resurfacer, applying 2 coats of basketball court acrylic color, and layout and striping of playing lines.

It is the responsibility of the Contractor to adequately protect his Work from vandalism, weather, and accidental damage until the Work is accepted by the Owner; and to protect park users from harm's way due to the project. The Contractor shall bear the cost of repairing or replacing any damaged Work.

The basketball court areas surrounding the playing area shall have dark green surfaces. The service/playing areas shall be dark blue. Install 2-inch-wide white striping for all basketball court lines.

1. SUBMITTALS

A. Submit filler material product data and specification information provided by the manufacturer.

B. Furnish the manufacturer's material product data and specification information stating the color finish system is especially made for use on basketball courts.

C. Submit 2 sets of color samples to the Owner for color evaluation.

2. QUALITY ASSURANCE

A. Quality assurance personnel will perform intermittent inspections during the filling and color finish system operations.

B. The Contractor is to supply the barrel or tote product and manufacturing production numbers for each barrel or tote of acrylic resurfacer or color product used on this project before any application of products.

C. The first coat of acrylic resurfacer shall have a minimum of 600 lbs. of sand per 50 liquid gallons of acrylic resurfacer (Pre-mixed).

3. ACRYLIC COLOR FINISH SYSTEM AND STRIPING

A. The color finish system and line striping paint shall be a non-glaring acrylic latex emulsion meeting the following requirements:

Basketball Courts:

Background Color - Dark Green (standard color) see illustration

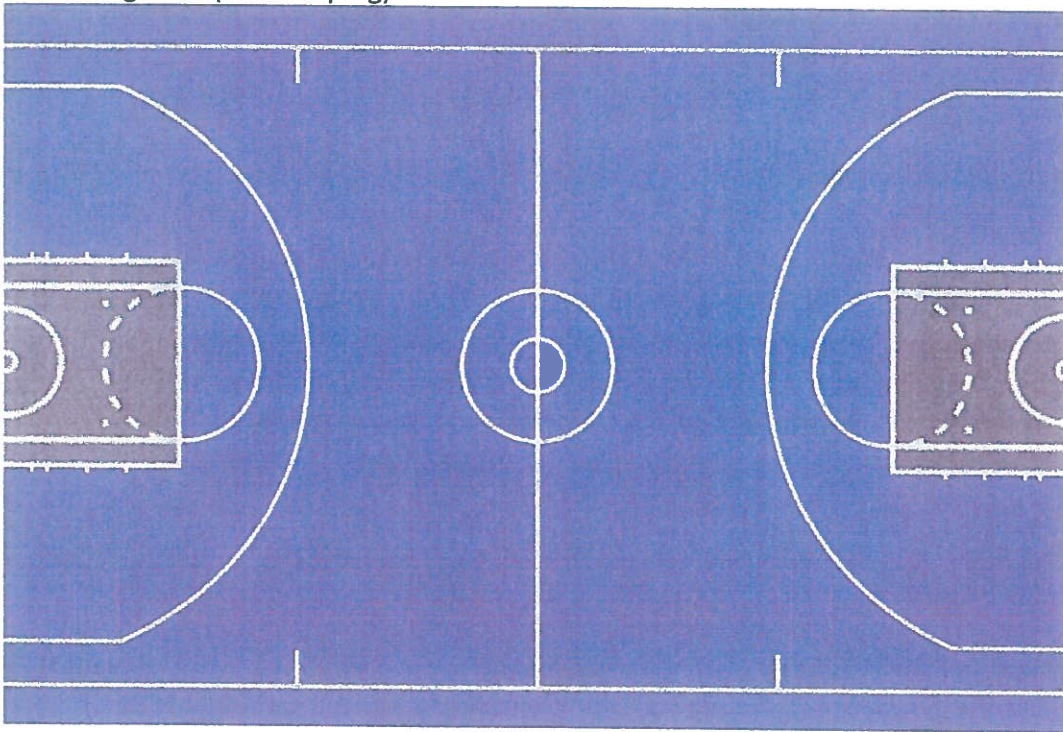
Service/Playing Court Color – Dark Blue (standard color)

Line Striping Color: White (2 inches wide for basketball courts)

Acrylic Latex Emulsion: 25% minimum

Pigment (Color): 40% minimum

Pigment (Line Striping): 40% minimum



B. Application:

1. The following workday after bituminous placement, flood the courts with water. Depressions holding water over 1/8-inch-deep shall be leveled with either a mixture of silica sand and Portland cement, "crack patch binder", or an acrylic emulsion filler. The color coat subcontractor must be present during the flood test.

2. If the leveling of the ponds requires a fine sand bituminous mix, the curing period will not start until the fine sand bituminous mix is in-place.

3. If the leveling of the ponds requires a "crack patch binder" or an acrylic emulsion filler, the leveling shall be performed after the curing period has expired.
4. Provide a minimum of two applications of the acrylic filler material at the consistency and thickness recommended by the manufacturer. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
5. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
6. Apply the acrylic filler materials during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.

4. ACRYLIC COLOR FINISH SYSTEM AND STRIPING

A. Surface Preparation:

1. Do not apply the background color system until all the depressed or deficient areas have been corrected.
2. The pavement surface must be completely cleaned of dust, dirt, debris, and all loose materials before the application of the color coat system.

B. Application:

1. Apply the color finish system at a rate of 0.05 gallons per square yard, or as recommended by the manufacturer, with a squeegee to provide a uniform texture, color, and density, free of holidays or voids.
2. Apply a minimum of two applications, more if recommended by the manufacturer. Provide additional applications over the entire surface if the final application is non-uniform. Apply additional coats until a uniform surface is achieved. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
3. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
4. The basketball court color coat system shall cure a minimum of 48 hours before applying the line striping paint.
5. Apply the color coat system and line striping during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.
6. Apply the line striping paint according to the U. S. Basketball Association, current regulations and ITF Specifications. Prior to application of marking paint, the surface of the court shall be free of all dust, dirt, debris or foreign matter. Lines shall be masked taped in order to assure razor sharp edges prior to painting. Equipment used for striping and painting will be standard equipment manufactured specifically for the purpose and in top operating condition. White lines shall be located, marked and taped in accordance with the attached striping

plan. Stripe the courts accurately applying two coats of white acrylic line paint using a gravity feed machine to regulation dimensions for singles and doubles play. No spray application or hand painting of lines to be done. Do not apply the line striping paint in windy conditions. Lines that are found to be crooked, wavy or out of line shall be colored out and restriped at no additional cost to the Owner.

SECTION 323650

FLEXIBLE BASKETBALL COURT COLOR FINISH SYSTEM

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Filler material.
 - 2. Color finish system.

1.02 SUBMITTALS

- A. Submit filler material product data and specification information provided by the manufacturer.
- B. Furnish the manufacturer's material product data and specification information stating the color finish system is especially made for use on basketball courts.
- C. Submit 2 sets of color samples to the Owner for color evaluation.

1.03 QUALITY ASSURANCE

- A. Quality assurance personnel will perform intermittent inspections during the filling and color finish system operations.
- B. The contractor is to supply the barrel or tote product and manufacturing production numbers for each barrel or tote of acrylic resurfacer or color product used on this project.

PART 2 PRODUCTS

2.01 ACRYLIC FILLER OVER BITUMINOUS PAVEMENT

- A. A cold-applied sealer manufactured with mineral fillers, suitable for mixing with graded mineral aggregate, meeting the following requirements.

Color	Black
Acrylic	44%
Pigment	40%

- B. The mineral aggregate shall be a uniformly graded, durable, clean, hard material, or manufactured sand, free of clay lumps and organic matter, meeting the following requirements.

Sieve Size	Percent Passing by Weight
No. 16	100
No. 20	85 - 100
No. 30	15 - 85
No. 40	2 - 15
No. 100	0 - 2

- C. The first coat of acrylic resurfacer shall have a minimum of 500 lbs. of sand per 50 liquid gallons of acrylic resurfacer.

2.02 ACRYLIC COLOR FINISH SYSTEM AND STRIPING

- A. The color finish system and line striping paint shall be a non-glaring acrylic latex emulsion meeting the following requirements.

Background Color	Dark Green (basketball)
Playing Court Color	Dark Blue (basketball)
Line Striping Color	White
Acrylic Latex Emulsion	25% minimum
Pigment (Color)	40% minimum
Pigment (Line Striping)	40% minimum

PART 3 EXECUTION

3.01 ACRYLIC EMULSION FILLER OVER BITUMINOUS PAVEMENT

- A. Surface Preparation:

1. For cracks that are 1/4" wide or wider, rout, sterilize and fill cracks with a mixture of silica sand and Portland cement, "crack patch binder", specifically designed for applications on basketball courts. The filler material shall be level with the adjacent surfaces. The filling of the cracks or low areas and sanding is to be approved by the Owner before any coatings or Crack Repair System is installed. Any installed before approval of the Owner will be removed for inspection and replaced by the contractor at the contractors expense.
2. For cracks that are less than 1/4" wide, seal the cracks with a color pigmented, cold applied elastomeric sealant, specifically designed for applications on basketball courts. The sealer material shall be level with the adjacent surfaces.
3. The pavement surface must be completely cleaned of dust, dirt, debris, and all loose materials by power washing. The power washing shall be performed with a high-pressure power washer capable of providing 6,000 psi for general dirt and debris removal.
4. Basketball courts or pickleball courts that need complete removal of the existing color coat system shall be power washed with a high-pressure power washer capable of removing the existing color coat system without causing any damage to the underlying bituminous or concrete surface.
5. On new bituminous surfaces, allow a minimum cure period of 28 days before the application of filler materials.

6. On existing basketball courts or pickleball courts or old bituminous pavement surfaces, apply a primer before using the filler materials.

B. Application:

1. The following workday after bituminous placement, flood the courts with water. Depressions holding water over 1/8 inch deep shall be leveled with either a mixture of silica sand and Portland cement, "crack patch binder", or an acrylic emulsion filler. The color coat subcontractor must be present during the flood test.
2. If the leveling of the ponds requires a fine sand bituminous mix, the curing period will not start until the fine sand bituminous mix is in-place.
3. If the leveling of the ponds requires a "crack patch binder" or an acrylic emulsion filler, the leveling shall be performed after the curing period has expired.
4. Provide a minimum of two applications of the acrylic filler material at the consistency and thickness recommended by the manufacturer. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
5. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
6. Apply the acrylic filler materials during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.

3.02 ACRYLIC COLOR FINISH SYSTEM AND STRIPING

A. Surface Preparation:

1. Do not apply the background color system until all the depressed or deficient areas have been corrected.
2. The pavement surface must be completely cleaned of dust, dirt, debris, and all loose materials before the application of the color coat system.

B. Application:

1. Apply the color finish system at a rate of 0.05 gallons per square yard, or as recommended by the manufacturer, with a squeegee to provide a uniform texture, color, and density, free of holidays or voids.
2. Apply a minimum of two applications, more if recommended by the manufacturer. Provide additional applications over the entire surface if the final application is non-uniform. Apply additional coats until a uniform surface is achieved. Do not apply the material too thick. An application placed too thick may cause blistering and peeling of the color coat system.
3. The filler materials shall be completely cured before applying successive applications. If the materials have not cured properly, they may cause blistering and peeling of the color coat system.
4. The basketball courts color coat system shall cure a minimum of 48 hours before applying the line striping paint.
5. Apply the color coat system and line striping during good weather conditions when the air temperature is between 55 degrees F and 90 degrees F and rain is not forecast or imminent.

6. **Apply the line striping paint according to the U.S. Basketball Association OR USAPA Specifications if pickleball alternate bid is accepted.** Do not apply the line striping paint in windy conditions. Lines that are found to be crooked, wavy or out of line shall be colored out and restriped at no additional cost to the Owner. Lines shall be masked.

C. Acceptable products:

1. The following manufacturers are approved for this project, any other manufacturers need written approval by the Owner before bidding, and are to be equal to or better than:

Acrylic Resurfacer PG and Plexichrome PG by California Products
NuSurf and ColorFlex by Laykold

END COLORCOAT FINISH SPECIFICATIONS

Edison School Pollinator Gardens 2026		
	Larger Bed 2,709 sqft	Smaller Bed 2,029 sqft
Plant Name	# of Plants to be Replaced	# of Plants to be Replaced
1. Asclepias tuberosa 'Butterfly Weed'	9	7
2. Eutrochium maculatum 'Spotted Joe Pye Weed'	9	7
3. Lobelia cardinalis 'Cardinal Flower'	9	7
4. Agastache foeniculum 'Anise Hyssop'	9	7
5. Elymus canadensis 'Canada Wild Rye'	9	7
6. Monarda punctata 'Horse Mint'	9	7
7. Helianthus mollis 'Downy Sunflower'	9	7
8. Heliopsis helianthoides 'False Sunflower'	7	5
9. Ratibida pinnata 'Gray-headed Coneflower'	9	7
10. Coreopsis palmata 'Prairie Coreopsis'	9	7
11. Liatris pycnostachya 'Prairie Blazing Star'	9	7
12. Symphyotrichum laeve 'Smooth Blue Aster'	9	7
13. Symphyotrichum oolentangiense 'Sky Blue Aster'	9	7
14. Oligoneuron rigidum 'Stiff Goldenrod'	9	7
15. Solidago speciosa 'Showy Goldenrod'	6	4
16. Schizachyrium scoparium 'Little Bluestem'	9	7
17. Verbena stricta 'Hoary Vervain'	9	7
18. Penstemon digitalis 'Foxglove Beardtongue'	9	7

19. Dalea purpurea 'Purple Prairie Clover'	15	10
20. Monarda fistulosa 'Wild Bergamot'	9	7
21. Echinacea pallida 'Pale Purple Coneflower'	9	7
22. Bouteloua curtipendula 'Side-Oats Grama'	5	5
23. Amorpha canescens 'Lead Plant'	9	7
24. Andropogon gerardii 'Big Bluestem'	5	5
25. Eryngium yuccifolium 'Rattlesnake Master'	9	7
26. Echinacea purpurea 'Purple Coneflower'	9	7
27. Asclepias syriaca 'Common Milkweed'	9	7
28. Asclepias purpurascens 'Purple Milkweed'	9	7
29. Rudbeckia triloba 'Brown-eyed Susan'	9	7
30. Rudbeckia subtomentosa 'Sweet Black-Eyed Susan'	9	7
31. Zizia aurea 'Golden Alexanders'	7	5
32. Panicum virgatum 'Switch Grass'	9	7
33. Silphium laciniatum 'Compass Plant'	9	7
Total Plants	288	223

EXHIBIT C

INSURANCE REQUIREMENTS

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District, and its elected and appointed officials, officers, employees, agents, and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by Park District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

B. Workers Compensation Insurance

Contractor 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.

C. General Insurance Provisions

1. Evidence of Insurance

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

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting Contractor or any of Contractor's employees, agents, contractors, or subcontractors from entering the Park Property or the Easement Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Contractor hereby represents to and covenants with the Park District that Contractor has and shall maintain (and encumber as necessary) adequate financial resources to cover and protect the Park District and its elected or appointed officials, officers, employees, agents, and volunteers with respect to any claim arising out of the activities to be conducted by or on behalf of Contractor on the Park Property that falls within a deductible or self-insured risk and is thereby not covered by insurance required to be provided under this Agreement.

4. Subcontractors

Contractor shall cause each contractor or subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance and applicable policy endorsement evidencing coverage for each subcontractor.

D. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District and its

officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement or its contract with the School District.