

11/8/2012

82-R-12

A RESOLUTION

Authorizing the City Manager to Sign a Permit with the Metropolitan Water Reclamation District and a Permit with the Skokie Park District for a Sewer Lining Project

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Manager is hereby authorized to sign, and the City Clerk hereby authorized and directed to attest, on behalf of the City of Evanston, a Metropolitan Water Reclamation District Permit, attached hereto as Exhibit A and incorporated herein by reference and a Skokie Park District Permit, attached hereto as Exhibit B for a sewer lining project (the "Permits").

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Permits as may be determined to be in the best interests of the City.

SECTION 3: This Resolution 82-R-12 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: November 26, 2012

EXHIBIT A

Metropolitan Water Reclamation District Permit

GENERAL PERMIT

THIS PERMIT made this 4th day of October, 2012, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, organized and existing under the laws of the State of Illinois hereinafter called "District," and the CITY OF EVANSTON, a municipal corporation organized and existing under the laws of the State of Illinois, hereinafter called "Permittee."

ARTICLE ONE

1.01 The District for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to the Permittee a permit and license to use an approximately 200' x 75' portion of North Shore Channel Parcel 4.05 located between Oakton and Main Streets on the east side of the North Shore Channel, in Skokie, Illinois as a construction staging area for a sewer lining project and for no other purpose whatsoever. (For pictorial representation of permit premises, see Exhibit A attached hereto and made a part hereof).

1.02 This Permit shall be effective from the 1st day of January, 2013, to the 31st day of July, 2013, at which time Permittee shall vacate said premises and remove Permittee's effects therefrom at Permittee's cost, unless said Permit shall be terminated sooner by virtue of the provisions hereinafter provided.

1.03 The Skokie Park District leases 10 acres under that certain lease dated April 21, 1994 commencing April 21, 1994 and expiring April 20, 2032 and is known as Channelside Park. The permit premises are located within the Skokie Park District's leasehold.

1.04 This Permit is subject to the consent of the Skokie Park District.

ARTICLE TWO

2.01 Permittee hereby agrees that in consideration for the granting of this Permit, Permittee shall pay to the District the sum of TEN and NO/100 DOLLARS (\$10.00) payable upon execution of this permit.

2.02 In addition thereto, Permittee shall pay on or before the due date therefor, all real estate taxes, special assessments and all other taxes, assessments and charges which may be levied against the property or the District by any governmental authority empowered to do so, on account of Permittee's use of the Permit Premises.

ARTICLE THREE

3.01 Permittee agrees and specifically understands that this Permit is confined solely to the non-exclusive privilege to Permittee to use the premises set forth in Article One, and no other; that the authority and permission herein given does not thereby

grant unto Permittee any interest or estate in the said lands of the District and that the District retains dominion, possession and control of said lands, including access thereto at all times.

3.02 Permittee further agrees and specifically understands that the District shall have the right to enter upon the premises herein described for the purpose of making such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

3.03 The District shall not be liable for any loss, cost or damage to the Permittee by reason of the exercise of the right to make such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

ARTICLE FOUR

4.01 The District hereby reserves the right to terminate this Permit upon giving thirty (30) days notice, in writing, of such termination to Permittee and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.02 In the event Permittee uses or allows the premises to be used for any illegal or immoral purposes, or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the District upon giving three (3) days notice, in writing, to Permittee, and thereupon Permittee shall forthwith vacate said premises and remove Permittee's effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

4.03 The District shall not be liable to Permittee for any loss, cost or damage incurred by the Permittee by reason of the exercise of the right of the District to cancel this Permit.

ARTICLE FIVE

5.01 The Permittee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Permit, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Permittee, or Permittee's employees, or of any contractor or subcontractor, or their employees, if any, and the Permittee shall, at Permittee's sole expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action the Permittee shall, at the Permittee's sole expense, satisfy and discharge the same.

5.02(a) The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is issued, shall procure, maintain and keep in force, at Permittee's or Permittee's contractors expense, public liability and property damage insurance in which the District, its Commissioners, officers, agents and employees, are a named insured as well as fire and extended coverage, and all-risk property insurance in which the District is named loss payee from a company to be approved by the District, each afore-referenced policy shall have limits of not less than ("CLAIMS MADE" policies are unacceptable):

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
In the amount of not less than \$4,000,000.00
per Occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Permit Premises)
In the amount of not less than \$4,000,000.00
per Occurrence
INCLUDING
An Amount Not Less Than the
Replacement Cost of Improvements
Located on the Premises

Prior to entering upon said Permit Premises, the Permittee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in force and effect.

Upon District's written request, Permittee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the Permit Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the Permittee as set forth in the provisions of 5.01 above, or

5.02(b) Permittee prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall prepare and transmit to the District an acknowledged statement that the Permittee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 5.01 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability

Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than \$4,000,000.00
per Occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Permit Premises)
in the amount of not less than \$4,000,000.00
per Occurrence
INCLUDING
An Amount Not Less Than the
Replacement Cost of Improvements
Located on the Premises*

***Strike where applicable**

This statement shall be signed by such officer or agent of the Permittee having sufficient knowledge of the fiscal structure and financial status of the Permittee to make such a statement on behalf of the Permittee and undertake to assume the financial risk on behalf of the Permittee and will be subject to the approval of the District.

5.03 Permittee expressly understands and agrees that any insurance protection or bond required by this Permit, or otherwise provided by Permittee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

ARTICLE SIX

6.01 It is further expressly understood that the District shall not be liable to the Permittee for any loss, cost, or expense which the Permittee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation, or failure of any of the sewers, structures, or other works or equipment of the District now located or to be constructed on said premises, or on the land of the District adjacent to said premises.

6.02 The Permittee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Permit had not been executed, then, in that event, the Permittee agrees to pay to the District such additional expense as determined by the Executive Director of the District, promptly upon rendition of bills therefor to the Permittee.

ARTICLE SEVEN

7.01 It is understood and agreed by and between the parties hereto that the Permittee shall not erect any structure of any type or kind upon said premises except with the consent, in writing, of the Executive Director first had and obtained.

7.02 No blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

7.03 The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall, at Permittee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.04 The Permittee covenants and agrees not to maintain any nuisance on the Permit premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises, and the Permittee further covenants and agrees to keep the Permit premises in a clean and sanitary condition.

7.05 The Permittee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.

7.06 Permittee covenants and agrees that on or before the termination date of this Permit, Permittee shall remove or cause to be removed, any and all debris on the premises described in this Permit, and any and all equipment, facilities, or other things erected or placed upon said premises, and will yield up said premises to the District in as good condition as when the same was entered upon by Permittee. Upon Permittee's failure so to do, the District may do so at the sole expense and cost of Permittee.

ARTICLE EIGHT

8.01 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to the Permittee in care of:

Mayor Elizabeth B. Tisdahl
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Telephone: (630) 257-6440
Email: etisdahl@cityofevanston.org
Telephone #: (847) 866-2979
Facsimile #: (847) 866-2978

or to such other persons or addresses as either party may from time to time designate in writing.

8.02 In the event that the Permittee hereinabove contemplated shall consist of two or more parties, each and every party shall be jointly and severally liable for the faithful and complete performance of each and every provision of this Permit.

8.03 Permittee expressly acknowledges that the District has made no representations, warranties, express or implied, as to the adequacy, fitness or condition of Permit Premises or the improvements upon the Permit Premises. Permittee accepts the Permit Premises and the improvements thereon, if any, 'AS-IS" and 'WITH ALL FAULTS". Permittee acknowledges that it has inspected the permit premises and has satisfied itself as to the adequacy, fitness and condition thereof.

8.04 Permittee agrees and specifically understands that the District shall not issue or execute this Permit and license, unless within 28 days of Permittee's receipt of this Permit Agreement, Permittee causes same to be duly executed and returned to the District with evidence of compliance with all terms contained herein.

8.05 This Permit Agreement shall be mutually cancelable by the Permittee upon Permittee's giving ninety (90) days notice in writing, of such cancellation to the District and thereupon Permittee shall vacate said premises and remove its effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

8.06 If the land is to be used for public use and recreation, Permittee shall, during the term of this Permit, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the permit premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the District in connection with Permittee's use of the permit premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of the District, and shall, at minimum state that:

**"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY
SERVICE WITH THE COOPERATION AND SUPPORT OF THE
METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO"**

ARTICLE NINE

GENERAL ENVIRONMENTAL PROVISIONS

9.01 DEFINITIONS

A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:

- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
- (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
- (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec. 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300 (f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, ureaformaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

- (3) any substance (whether solid, liquid, or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the area subject to Permit or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence of which on adjacent properties could constitute trespass by or against Permittee or District;
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;
- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

- (1) environmental assessments of real estate, bedrock and groundwater of the type found on the Permit Premises and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Permit Premises, a review of the utilization and maintenance of hazardous materials on the Permit Premises review of the Permit Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, in-

pection of Permit Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Permit Premises and a reasonable area of the adjacent property owned by the District performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Permit Premises and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations

9.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE PERMIT

Permittee, for itself, its heirs, executors, administrators, and successors covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred, conveyed or distributed upon or within the Permit Premises, by Permittee or its subtenant or assigns, or any of its agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of any underground inter-connecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

9.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Permittee shall use the Permit Premises only for purposes expressly authorized by Article 1.01 of this Permit Agreement. Permittee will not do or permit any act that may impair the value of the Permit Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Permit Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Permit Premises or use Permit Premises in any manner (1) which could cause the Permit Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning

of, or otherwise bring the Permit Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Permit Premises within the meaning of, or otherwise bring the Easement Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

9.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

A. In the event Permittee has used the Permit Premises under a prior Permit agreement, Permittee warrants and represents that as a result of the Permit grant, the Permit Premises and Improvements thereon, including all personal property, have not been exposed to release, contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the premises as defined by any Environmental Laws, and that the Permit Premises do not contain, or are not affected by underground storage tanks, landfills, land disposal sites, or dumps.

B. In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Permit Premises or the Improvements thereon, during the term of this Permit (except such release, emission, discharge or disposal by the District, its employees, agents or its other permittees arising out of or in connection with the use authorized by the Permit). Permittee will take all appropriate response action, including any removal and remedial action after the execution date of this Permit Agreement.

9.05 INDEMNIFICATION (ENVIRONMENTAL)

A. In consideration of the execution and delivery of this Permit Agreement, the Permittee indemnifies, exonerates, and holds the District and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought, including reasonable attorneys fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Permittee's activities; or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, resulting from or related to Permittee's activities; or (iii) the release or threatened release by Permittee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Permit Premises, (except such presence created by the District, its employees, agents or its

other permittees), or any property to which the Permittee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), to the extent caused by or within the control of the Permittee, its parent company or its subsidiaries, provided that, to the extent District is strictly liable under any Environmental Laws, Permittee's obligation to District under this indemnity shall be without regard to fault on the part of the Permittee with respect to the violation of law which results in liability to the District.

9.06 ENVIRONMENTAL COVENANTS

Permittee agrees to and covenants as follows:

A. Permittee covenants and agrees that, throughout the term of the Permit Agreement, all Hazardous Materials which may be used by Permittee or person permitted by Permittee upon the Permit Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.

B. Permittee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.

C. Permittee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Permittee (whether or not from the Permit Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.

D. Permittee will take all reasonable steps to prevent a violation of any Environmental Laws and to assure that there will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the area to be used and under the Permit Agreement.

E. Permittee will not allow the installation of asbestos on the area described in Exhibit A or any item, article, container or electrical equipment, including, but not limited to, transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.

F. Permittee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

G. The aforesaid representations and warranties shall survive the expiration or termination of the Permit Agreement.

9.07 COVENANTS (ENVIRONMENTAL)

Permittee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

A. (1) Use and operate all of the Permit Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

(2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials caused or permitted by Permittee;

B. Notify District by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide District within 72 hours of the event, with copies of all written notices by Permittee, its parent and its subsidiaries that are reported to government regulators or received from the governmental regulators.

C. Provide such information that District may reasonably request from time to time to determine compliance by the Permittee with this Article.

D. Permittee covenants and agrees to cooperate with District in any inspection, assessment, monitoring or remediation instituted by District during the Permit Agreement.

9.08 COMPLIANCE (ENVIRONMENTAL)

The Permittee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

A. In the event of a spill, leak or release of hazardous waste caused by Permittee, its employees or its agents, Permittee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Permit Premises and a reasonable area of the adjacent property owned by the District, and submit the written report to the District within 90 days after the spill, leak or discharge. After review of each Phase I Environmental Assessment, District, at its sole discretion, may require Permittee, at Permittee's expense, to obtain a Phase II Environmental Assessment with respect to the premises used under the Permit Agreement. The written report of the Phase II Environmental Assessment shall be submitted to District within 120 days of District's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Permit Premises or adjacent premises, Permittee shall take immediate action to remediate the contamination and to restore the Permit Pre-

mises described in Exhibit A and adjacent premises owned by the District to a clean and sanitary condition and to the extent required by any and all environmental laws.

B. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Permit Agreement, at District's election.

C. If any Environmental Assessment reveals, or District otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Permittee is unwilling to remediate or that District is unwilling to accept, District shall have the right and option to terminate this Agreement and to declare it null and void.

D. In the event Permittee should receive a Notice of Environmental Problem, Permittee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Permittee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Permittee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Permit premises, or any improvements thereon; (iii) the Permittee will be liable, in whole or in part, for the costs of cleaning up, remediation, removing, or responding to a release of Hazardous Materials; (iv) any part of the Permit Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of Hazardous Materials, Permittee shall promptly provide a copy to the District, and in no event later than seventy-two (72) hours from Permittee's and any tenant's receipt or submission thereof.

9.09 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Permittee gives notice pursuant to the provisions of Notice of Environmental Problem, within ninety (90) days Permittee shall submit to District a written report of a site assessment and environmental audit, in scope, form and substance and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the District, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that, consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the Permit Premises which could necessitate an environmental response action, and which demonstrates that the Permit Premises complies with, and does not deviate from, all applicable environmental statutes, laws, ordinances, rules and regulations, including licenses, permits, or certificates required thereunder, and that the Permittee is in compliance with, and has not deviated from, the representations and warranties previously set forth.

B. District hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Permit Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Permit Premises or improvements thereon, as the District, in its sole discretion, determines is necessary to protect its interests.

ARTICLE TEN

10.01 Permittee must obtain the written consent of the Skokie Park District, the lessee of the subject property.

10.02 With respect to discharging into the District's TARP structure located within Channelside Park, Permittee shall comply with all technical requirements of the District's Engineering Department's Local Sewer System Section must be met including, but not limited to, the submission of a Notification and Request for Inspection Form along with final plans to the Local Sewer System Section.

10.03 The Permittee must contact Mr. Steve Whitehead, Senior Civil Engineer, at 847-568-8329, prior to commencing any work.

10.04 The District's bank stabilization project located in close proximity to the permit premises must not be impacted.

10.05 The Permittee must also coordinate its work with the resident engineer on District's bank stabilization project, Ms. Atakilt Tsega, Associate Civil Engineer, at 847-568-8244.

10.06 All District facilities must be protected and 24-hour access maintained.

10.07 Runoff from construction activities and any storm water discharges to the North Shore Channel must comply with all applicable terms and conditions of the District's Sewage and Waste Control Ordinance, for the duration of the project.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

By: _____
Cynthia M. Santos
Chairman of Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

CITY OF EVANSTON

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

15

The Skokie Park District consents to the issuance of this permit dated October 4, 2012, to the City of Evanston and acknowledge that the permit encumbers a 200' x 75' portion of its leasehold on North Shore Channel Parcel 4.05. By consenting to this Permit the Skokie Park District is not a party to this Permit Agreement.

SKOKIE PARK DISTRICT

By: _____

Title: _____

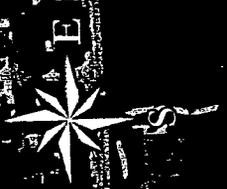
ATTEST

By: _____

Title: _____

OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS
CITY OF EVANSTON
150 N. LAUREL STREET
EVANSTON, ILLINOIS 60120
TEL: 847.329.3300 FAX: 847.329.3301
WWW.EVANSTON.IL.GOV

RECEIVED
CITY OF EVANSTON
OCT 11 2012
CLERK OF THE BOARD OF SUPERVISORS



Main St

Northshore Channel

Channelside Park

McCormick Blvd

Pitner Ave

Construction Evasion Sewer Segment To Be Lined In

MWRD TARP Structure

Cleveland St

Oakton St

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia M. Santos personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Jacqueline Torres, personally known to me to be the Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20 ____.

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee _____

Insurance _____

Bond _____

EXHIBIT B

Skokie Park District Channelside Park Permit

Memo



To: David Stonebeck, City of Evanston, Director of Utilities
From: Michael R. Rea, Assist. Supt. of Parks
CC: John Ohrlund, Executive Director, Skokie Park District
Date: 8/28/2012
Re: Permit #0212-002 Channelside Park

Thank you for taking the time to meet with John Ohrlund and myself on Friday June 22nd. As requested we have reviewed the proposed construction yard as well as a site review and have the following concerns which will need to be addressed prior to granting construction access:

Pre-Construction Meeting: Before any work commences along your sanitary sewer easement inside Channelside Park, we would request a preconstruction meeting with your agency and your contractor. We will want to review the layout of the proposed construction yard as it relates to our irrigation system as well as the soccer complex and more importantly the proposed schedule or duration of this project.

Tree protection: All tree root zones shall be protected from any and all additional damage such as soil compaction by equipment or physical damage to the tree trunks by construction equipment. In addition *No construction debris or materials will be allowed to be placed over the root zones of any tree on park property. Any tree(s) damaged or removed as result of this project will be replaced at the contractor's expense and only after approval by the Park District.*

Construction Fence: A construction fence of approximately 75' x 200' will be erected and maintained around the proposed construction yard throughout the project; special care will be taken to avoid damaging the existing trees and irrigation system during its installation. If trees need to be pruned back the contractor will call the Park District for approval prior any pruning activity. Contact Steve Ames, Landscape Supervisor, he can be reached at 847-674-1500 X 2804. Access shall not be restricted to the north gates of Pooch Park. The contractor will make every effort to keep an access path open at all times for all park patrons. Contractor shall also install and maintain warning signs "Warning, Danger, Keep Out, No Trespassing" or similar every 50' (fifty) along the construction fence facing the park side.

Fence Protection/Replacement: The existing fence along the east walk shall be protected or replaced by the contractor with equal grade fencing or better upon the completion of the project if damaged. A PDF copy of our minimum fencing standard/specification is attached for your review and use should it be necessary to repair or replace the fence.

Turf Restoration Requirements: Attached is a PDF with our specific turf restoration standards which must be followed, staff will need to approve all products as well as inspect each step in the restoration process. Please pay special attention to the time requirements which are crucial for a successful stand of turf grass. If sod is to be used the timing will be very critical for a spring restoration as soccer starts its season in Mid-March.

Utilities/Infrastructure: Should any utility be uncovered or damaged during the construction, it must be brought to the Park District's attention immediately. If damaged it must be repaired at the contractor's expense.

Insurance Requirements: Attached are the insurance requirements as required by our Risk Management agency P.D.R.M.A. The Skokie Park District must be named as additional insured for the entire duration of this project. No work will be allowed to commence on District property without the coverage as specified in place.

Storage/Moving/Construction: No construction activity will be allowed on or from Park District Property (other than the proposed construction yard) including but not limit to; demolition, excavation, forming, concrete delivery and pouring, material delivery/handling, storage, erecting, utility work, vehicle or equipment driving, parking or storage. See the Ordinance section below regarding work on or near District Property.

Skokie Park District Ordinance

Page 37, Section E. Structures and Work on District Property.

1. Work Permit Required

No person shall conduct or direct any of the following activity without first obtaining a work permit from the Director:

- a) make an opening in park property, pavement, side or cross walk or dig a hole, ditch, or drain in or remove any sod, stone, earth or gravel from any public way or other public place;
- b) use any portion of District Property including sidewalks and parkways during the construction, reconstruction, alteration, wrecking, or tearing down any building or structure or for the storage or delivery of building materials and equipment;
- c) place, any shaft, cable, pipe, main, conduit, wire, or other transmitting or conducting device over, on or under the surface of park property or public place;
- d) construct, build, establish, or maintain any driveway over, across or upon District Property;
- e) remove any manhole cover, handhold cover, or catch basin/ inlet cover on any public way or other District property for any purpose including inspecting or maintaining any underground work or utility; on any public way or District property for the purpose of inspecting and maintaining any underground work or utility;
- f) use space under any sidewalk or parkway in such a manner as to affect or interfere with any sewer or pipe or any other work lawfully in District Property;
- g) construct, maintain, or use any canopy upon a District Property;
- h) build, rebuild, remove, or repair any sidewalk, walk from sidewalk to curb, carriage walk, or concrete any lawn space;
- i) use District roadways during the construction, reconstruction, alteration, wrecking, or tearing down of any building or structure(s);
- j) use of any ladder, scaffolding or other similar devices upon or over District Property for the purposes of maintaining or repairing any private building or structure, or for hanging signs or changing the lettering on private signs; or

- k) move on, along or across any public way or other District Property, any building or structure or any machinery, equipment, or personal equipment in excess of 10 (ten) tons.

3. Requirements for Issuing a Permit

The Director or his/her designee shall not issue any work permit authorized by this chapter until he/she shall have been fully advised of the time, place, and character of such work and the purpose thereof. All applications for permits shall be accompanied by a plat, pencil tracing or sketch showing the location, character and dimensions of any proposed work, or any alterations involving changes in location of pipes, conduits, wire or other conductors. The District may require such additional drawings, surveys, or other information as he/she may consider necessary or desirable to establish the scope, character, and location of the work intended to be done and shall deny any application for permit unless or until such requirements are fulfilled.

All Requirements are agreed to and will be met before any construction activity starts as indicated by the signature below:

Permit #0212-002

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Wally Bobkiewicz, City Manager / /

Print Name and Title

Signature

Skokie Park District
9300 Weber Park Place
Skokie, IL 60077

John V. Ohrlund / /

Executive Director – Print Name

Signature

Skokie Park District

Turf Restoration Top Soil and Fertilization Requirements

Top Soil

6" of clean pulverized top soil shall be respreads uniformly over the re-graded areas following all construction activities.

Fertilizer Application Prior to Seeding

10-18-18 with 30% Nutralene

Nitrogen	10%
Phosphoric Acid	18%
Potash	18%

Fertilizer blend shall be broad cast over the area prepared for restoration and tilled into the top 3" of soil at a rate of 5.5 lbs. per 1,000 square feet. or 240 lbs. / acre prior to seeding.

Fertilizer Application after Seeding

25-0-10

Nitrogen	25%
Phosphoric Acid	00%
Potash	10%
Sulfur	10%

Common Area Seed Blend

<u>Portion by Weight</u>	<u>Name of Grass</u>	<u>Purity Percent</u>	<u>Germination</u>
80%	Blended Blue Grass (Midnight, Columbia NuGlade, Rugby II, or Bluemoon) Use at least 4	90%	80%
20%	Perennial Rye (Roadrunner Manhattan III, Charger II	98%	80%

And Catalina 10%)

Seed blend shall be applied at a rate of Not Less Than 5.0 lbs. per 1,000 square feet area or 220 lbs. /acre. Seeding shall take place between the following dates only:

March 1st through June 15th OR August 15th through November 1st unless otherwise directed by the Park District.

Seed bed will be covered with Hydro Mulch at a rate of NOT Less than 1500 lbs. / acre with a tacifier at a minimum rate of 15 gallons per acre.

All areas restored shall be maintained for a minimum of 60 days in order to establish a uniform stand of turf at the expense of the contractor.

**SECTION 02820-A
ALUMINIZED FABRIC ON GALVANIZED FRAMEWORK
CHAIN LINK FENCE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum coated chain link fencing and accessories for commercial and industrial use.

1.02 RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete

1.03 SUBMITTALS

- A. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- B. Product data: Manufacturer's catalog cuts indicating material compliance and specified options.
- C. Samples: If requested, samples of materials (e.g., fabric, wires, and accessories).

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Obtain link fences and gates, including accessories, fittings, fastenings, from a single source.
- B. Approved Manufacturer: Master Halco, West Chicago, IL
Phone (800) 899-6113 Fax (630) 293-5568

2.02 CHAIN LINK FENCE FABRIC (see index for selections)

- A. Aluminized wire: Aluminum coated wire, ASTM A 491 - 6 or 9 ga., .4 oz/sf [wire spec. A817-83] as shown and noted on the plans.
- B. Size: Helically wound and woven to height as indicated on the plans with 2" diamond mesh, with gauge as noted on the plans.
- C. Selvage of fabric shall be knuckled at top and knuckled at the bottom.

2.03 STEEL FENCE FRAMING

- A. Steel pipe - Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 25,000 psi (170 MPa); sizes as indicated. Hot-dipped galvanized with minimum average 1.8 oz/ft² (550 g/m²) of coated surface area.
- B. Steel pipe - Type II: Cold formed and welded steel pipe complying with ASTM F 1043, Group IC, with minimum yield strength of 50,000 psi (344 MPa), sizes as indicated. Protective coating per ASTM F 1043, external coating Type B, zinc with organic overcoat, 0.9 oz/ft² (275 g/m²) minimum zinc coating with chromate conversion coating and verifiable polymer film. Internal coating Type B, minimum 0.9 oz/ft² (275 g/m²) zinc or Type D, zinc pigmented, 81% nominal coating, minimum 3 mils (0.08 mm) thick.
- C. Framework Selection – See Framework Selection Table as follows:

Framing Members		Type I Round Pipe	Type II Round Pipe
Terminal Posts:	End, corner, and	Pull (based on	fabric height)
6 ft (1830 mm) or less	Outside Dim. (inches) (mm)	2.375 60.3	2.375 60.3
	Wall Thickness (inches) (mm)	0.154 3.91	0.130 3.30
	Weight (lb/ft) (kg/m)	3.65 5.4	3.117 4.64
Over 6ft (1830 mm)	Outside Dim. (inches) (mm)	2.875 73.0	2.873 73.0
	Wall Thickness (inches) (mm)	0.203 5.16	0.160 4.06
	Weight (lb/ft) (kg/m)	9.11 13.6	6.56 9.78
Line Posts (based on	Fabric height)		
6ft (1830 mm) or less	Outside Dim. (inches) (mm)	1.900 48.3	1.900 48.3
	Wall Thickness (inches) (mm)	0.145 3.68	0.120 3.05
	Weight (lb/ft) (kg/m)	2.72 3.65	2.281 3.30
Over 6 ft (1830 mm) To 8 ft (2440 mm)	Outside Dim. (inches) (mm)	2.375 60.3	2.375 60.3
	Wall Thickness (inches) (mm)	0.154 3.91	0.130 3.30
	Weight (lb/ft) (kg/m)	3.65 5.4	3.117 4.64
Over 8 ft (2440 mm)	Outside Dim. (inches) (mm)	2.875 73.0	2.875 73.0
	Wall Thickness (inches) (mm)	0.203 5.16	0.160 4.06

	Weight (lb/ft)	5.79	4.65
	(kg/m)	8.6	6.91
Rails and Braces	Outside Dim. (inches)	1.660	1.660
	(mm)	42.2	42.2
	Wall Thickness (inches)	0.140	0.111
	(mm)	3.56	2.82
	Weight (lb/ft)	2.27	1.83
	(kg/m)	3.4	2.72

2.04 GATES

- A. Chain link swing gates as specified in Section 02820-C.

2.05 ACCESSORIES

- A. Chain link fence accessories: [ASTM F 626] Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- B. Post caps: Formed steel weathertight closure cap for tubular posts. Provide one cap for each post. Where top rail is used, provide tops to permit passage of top rail.
- C. Top rail and brace rail ends: Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- D. Top rail sleeves: 6" sleeve, allowing for expansion connection.
- E. Wire ties: 9 gauge [0.148" (3.76 mm)] galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge [0.092" (2.324 mm)] for rails and braces. Hog ring ties of 12-1/2 gauge [0.0985" (2.502 mm)] for attachment of fabric to tension wire.
- F. Brace and tension (stretcher bar) bands: Pressed steel.
- G. Tension (stretcher) bars: One piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm). Provide tension (stretcher) bars where chain link fabric meets terminal posts.
- H. Tension wire: Aluminum coated steel wire, 7 gauge, [0.177" (4.5 mm)] diameter core wire with tensile strength of 75,000 psi (517 MPa).
- I. Truss rods & tightener: Steel rods with minimum diameter of 5/16" (7.9mm). Capable of withstanding a tension of minimum 2,000 lbs.
- J. Nuts and bolts are galvanized.

2.06 SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries of work are clearly established.

3.02 CHAIN LINK FENCE FRAMING INSTALLATION

- A. Install chain link fence in accordance with ASTM F 567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly at 10' on center.
- D. Concrete set terminal and gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6"(152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal pipe brace at mid-height for fences 6' (1829 mm) and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.
- G. Tension wire: Provide tension wire at bottom of fabric [and at top, if top rail is not specified]. Install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12-1/2 gauge [0.0985" (2.502 mm)] hog rings 24" (610 mm) oc.
- H. Top rail: Install lengths, 21' (6400 mm). Connect joints with sleeves for rigid connections.
- I. Center Rails (for fabric height 6' and over). Install mid rails between posts with fittings and accessories.
- K. Bottom Rails: Install bottom rails between posts with fittings and accessories.

3.03 CHAIN LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 1" (25 mm) between finish grade and bottom selvage. Attach fabric with wire ties to line posts at 15" (381 mm) on center and to rails, braces, and tension wire at 24" (600 mm) on center.
- B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15" (381 mm) on center.

3.04 ACCESSORIES

- A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.
- B. Fasteners: Install nuts on side of fence opposite fabric side for added security.

3.05 CLEAN-UP AND ACCEPTANCE

- A. Clean up debris and unused material, and remove from the site.

End of Section 02820-A

**SECTION 02820-C
CHAIN LINK SWING GATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Permafused II™ Polyolefin coated chain link swing gates and hardware.

1.02 RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete

1.03 SUBMITTALS

- A. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- B. Product Data: Manufacturer's catalog cuts indicating material compliance and specified options.
- C. Samples: Color selections for Polyolefin finishes. If requested, samples of materials (e.g., fabric, wires, and accessories).

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.
- B. Approved Manufacturer: Master Halco / Anchor Fence, Orange, CA Phone (800) 229-5615 Fax (714) 385-0104

2.02 CHAIN LINK SWING GATES

- A. Gate frames: Fabricate chain link swing gates in accordance with ASTM F 900 using [galvanized steel tubular members, 2" (50 mm) square, weighing 2.60 lb/ft (3.87 kg/m)] [or] [aluminum tubular members, 2" (50 mm) square, weighing 0.94 lb/ft (1.39 kg/m)]. Fusion or stainless steel welded connections forming rigid one-piece unit. Polyolefin coated frames thermally fused with minimum 10 mils (0.254 mm) per ASTM 1043 (after fabrication). Coating before fabrication will not be allowed. (If gate frame is not to be polyolefin coated eliminate reference to polyolefin coating.)

For gates over 8' (2438 mm) high or 15' (4572 mm) wide, provide minimum 1-1/2" (38 mm) square additional horizontal and vertical interior members to ensure proper strength.

- B. Chain link fence fabric: Permafused II™ Polyolefin coating, thermally fused to metallic coated steel wire, ASTM F 668, Class 2b, in Midnight Black. Color, mesh, and gauge [to match fence]. Install fabric with hook bolts and tension bars at all 4 sides (no substitution). Attach to gate frame at not more than 15" (381 mm) on center.
- C. Hardware materials: Hot dipped galvanized steel or malleable iron shapes to suit gate size. [Field coat moveable parts (e.g. hinges, latch, keeper, and drop bar) with Polyolefin touch up paint, provided by manufacturer, to match adjacent finishes].
- D. Hinges: Structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing [180° (3.14 rad) inward] [or] [180° (3.14 rad) outward].
- E. Latch: Page type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.
- F. Keeper: Provide keeper for each gate leaf over 5' (1524 mm) wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position.
- G. Double gates: Provide drop rod to hold inactive leaf. Provide gate stop pipe to engage center drop rod. Provide Pioneer type locking device and padlock eyes as an integral part of latch, requiring one padlock for locking both gate leaves.
- H. Gate posts: [Steel pipe [ASTM F 1083] standard weight schedule 40; minimum yield strength of 25,000 psi (170 MPa)] [or] [Steel square sections (ASTM A 500, Grade B) having minimum yield strength of 40,000 psi (275 MPa)] size as indicated. Hot-dipped galvanized with minimum 1.8 oz/ft² (550 kg/m²) of zinc [or respective material finished in accordance with ASTM F 1043].

<u>Gate leaf single width</u>	<u>Post Size (Round)</u>	<u>Weight</u>
6 ft (1829 mm) or less	2.875 in (73 mm)	5.79 lb/ft (8.6 kg/m)
6 ft (1829 mm) to 12 ft (3657 mm)	4.00 in (101.6 mm)	9.11 lb/ft (13.6 kg/m)
12 ft (3657 mm) to 19 ft (5790 mm)	6.625 in (168.3 mm)	18.97 lb/ft (28.3 kg/m)
19 ft (5790 mm) to 23 ft (7010 mm)	8.625 in (219.1 mm)	28.55 lb/ft (42.5 kg/m)

OR

<u>Gate leaf single width</u>	<u>Post Size (Square)</u>	<u>Weight</u>
6 ft (1829 mm) or less	2.5 in (63.5 mm) (3/16" wall) (4.76 mm)	5.1 lb/ft (7.54 kg/m)
6 ft (1829 mm) to 12 ft (3657 mm)	4.0 in (101.6 mm) 3/16" wall) (4.76 mm)	9.59 lb/ft (14.18 kg/m)
12 ft (3657 mm) to 19 ft (5790 mm)	6.0 in (152.4 mm) (3/16" wall) (4.76 mm)	14.65 lb/ft (21.67 kg/m)
19 ft (5790 mm) to 23 ft (7010 mm)	8.0 in (203.2 mm) (1/4" wall) (6.35 mm)	25.44 lb/ft (37.63 kg/m)

Black color [to match chain link fence].

2.03 SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
B. Ensure property lines and legal boundaries of work are clearly established.

3.02 CHAIN LINK SWING GATE POST INSTALLATION

- A. Install gate posts in accordance with manufacturer's instructions.
- B. Concrete set gate posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post and slope to direct water away from posts.
- C. Gate posts and hardware: Set keeper, stops, sleeves into concrete. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.

3.03 GATE INSTALLATION

- A. Install gates plumb, level, and secure for full opening without interference.
- B. Attach hardware by means, which will prevent unauthorized removal.
- C. Adjust hardware for smooth operation.
- D. Touch up hardware (see 2.04 C.)

3.04 CLEANING

- A. Clean up debris and unused material, and remove from the site.

INSURANCE REQUIREMENTS

CONSTRUCTION PROJECTS - LARGE IN SCOPE AND USING GENERAL CONTRACTOR

Contractor shall obtain insurance of the types and in the amounts listed below.

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 \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

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).

Owner 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 Owner. Any insurance or self-insurance maintained by the Owner 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 pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers' Compensation Insurance

Contractor shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's 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.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner 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.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

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 Owner 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 insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' 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 there from 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, except to the extent 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 Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, 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 the Contract.