

Invitation for Bid

Labor and Materials August 29, 2022

2022-2023 Millard Bluff Grading and Tree Removal

Site Location:
Millard Park
35 Ravine Drive
Highland Park, IL 60035

MANDATORY PRE-BID MEETING: Wednesday, September 7, 2022 at 10:00 am 35 Ravine Drive Highland Park, IL 60035

BID OPENING:

Tuesday, September 13, 2022 at 2:00 pm 636 Ridge Road Highland Park, IL 60035

Liz Ricketts
Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ADVERTISEMENT FOR BID	3
INVITATION FOR BID	4
INSTRUCTIONS TO BIDDERS	7
GENERAL TERMS	12
ACKNOWLEDGEMENT OF DOCUMENTS	22
BID FORM	23
REFERENCES	26
CONTRACTOR PROFILE AND QUALIFICATIONS	27
CONTRACTOR'S CERTIFICATION OF ELIGIBILITY	29
SAMPLE CONTRACT	30
LIST OF DRAWINGS	36
SCOPE OF WORK	37
SPECIFICATIONS	40
EXHIBIT A: MILLARD PARK BLUFF STABILIZATION PLANS	

ADVERTISEMENT FOR BID

The Park District of Highland Park is accepting sealed bids for the 2022-2023 Millard Bluff Grading and Tree Removal. Questions regarding this bid should be directed to Liz Ricketts at ericketts@pdhp.org.

The bid packet, specifications and plans are available on the DemandStar website: https://www.demandstar.com/app/agencies/illinois/park-district-of-highland-park/procurement-opportunities/a9c93557-dd47-46bd-8ce9-90e10a99f4f9. A direct link is also available at https://www.pdhp.org/bids-rfps/. Bids for these items will be received no later than 2:00pm on Tuesday, September 13, 2022, at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 10:00 am on Wednesday, September 7, 2022. The pre-bid meeting will be held at: 35 Ravine Drive, Highland Park, IL 60035.

Completed bids must be submitted electronically through the Demandstar website.

The Park Board of the Park District of Highland Park reserves the right to reject any or all bids in full or in part, if it shall deem it in the public interest to do so. In submitting a bid, Contractor acknowledges that Contractor must comply with all requirements of the Illinois Prevailing Wage Act and all other applicable Illinois laws.

PARK DISTRICT OF HIGHLAND PARK
/s/ Brian Romes
Secretary of the Board of
Park Commissioners

Published: Lake County News Sun

INVITATION FOR BID

The Park District of Highland Park is seeking sealed bids for the following scope of work: furnishing all materials, equipment, labor and incidental items necessary for woody material cutting and disposal, slope grading, vegetation installation and bluff restoration at Millard Park, Highland Park, Illinois. The scope of work includes all necessary workmanship to satisfactorily complete the work as required by the contract documents. Work will start October 3, 2022 and conclude by October 27, 2023.

Refer to the following site schedule/scope of work:

- Invitation for Bid Release: August 29, 2022
- Mandatory pre-bid meeting: September 7, 2022 at 10:00 am
- Bid opening: September 13, 2022 at 2:00 pm
- Anticipated contract award: September 29, 2022
- Completion of Tree Removal and Grading: May 26, 2023
- Installation of Live Plant Materials: October 13, 2023
- Project completion: October 27, 2023

Contractors bidding on the project must have a minimum of 5 years of experience of work in the Lake Michigan watershed on steep slopes. With specific experience on a minimum of 2 tree removal projects involving the chainsaw removal of woody material on bluff or ravine slopes and at least one project involving grading for restoration purposes on bluff or ravine slopes.

The bid packet, specifications and plans are available on the DemandStar website: https://www.demandstar.com/app/agencies/illinois/park-district-of-highland-park/procurement-opportunities/a9c93557-dd47-46bd-8ce9-90e10a99f4f9. A direct link is also available at https://www.pdhp.org/bids-rfps/. Bids for these items will be received no later than 2:00pm on Tuesday, September 13, 2022, at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 10:00am on Wednesday, September 7, 2022. The pre-bid meeting will be held at: 35 Ravine Drive, Highland Park, IL 60035.

Completed bids must be submitted electronically through the Demandstar website.

All bids must be submitted on the forms included in the bid.

All contracts for work herein are subject to the provisions of all Park District of Highland Park regulations.

Contractor must pay and require all subcontractors to pay the prevailing rate of wages to all related laborers, workers, and mechanics involved in the project. As established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's web site for revisions. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in

writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx no later than the 15th of each calendar month following a month in which construction on the project has occurred as required by Statute. Contractor shall furnish the District confirmation that certified payroll was submitted. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. Likewise, Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

Contractor, before commencing Work, shall furnish a Performance Bond and a Labor and Material (aka Payment) Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-oblige. The cost of the bonds is to be included in the Bid. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) calendar days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.

All bids will remain firm for ninety (90) calendar days after the bid opening. The Park District of Highland Park reserves the right to reject any or all bids or to accept any bid, which in its judgment, will be in the best interest of the public or to waive any informalities in bidding. Only bids in compliance with the provisions of the Contract Documents will be considered. No bids shall be withdrawn after the opening of the bids for a period of ninety (90) calendar days after the bid date opening.

The Park District of Highland Park encourages small and minority businesses and women's business firms to submit bids on the approved project and successful contract bidders to utilize small and minority businesses and women's businesses as sub-contractors for supplies, equipment, services, and construction.

INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the Park District of Highland Park, and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Upon award of the Contract, these instructions shall become a part of the Contract Documents.

PLANS AND SPECIFICATIONS

The bid packet, specifications and plans are available on our website at https://www.pdhp.org/bids-rfps/. Please note that if you intend to submit a bid for this project, then it is your responsibility as a potential contractor to register with Rebecca Grill via email at rgrill@pdhp.org. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder.

BID FORM

Bidders shall submit the bid form provided, which shall be filled out completely, electronically through the DemandStar website: https://www.demandstar.com/app/agencies/illinois/park-district-of-highland-park/procurement-opportunities/a9c93557-dd47-46bd-8ce9-90e10a99f4f9

Bids for 2022 Millard Bluff Grading and Tree Removal shall be received at or before 2:00 pm on Tuesday, September 13, 2022, at which time they will be opened and read publicly.

ACCEPTANCE OR REJECTION OF BID

Owner reserves the right to accept or reject any or all bids. In determining the lowest responsive and responsible bidder, Owner further reserves the right to combine or separate or delete any section of work or alternates or items in the bid if it is in the best interest of Owner. In determining whether the bidder qualifies as "responsible," the Owner may rely on all available public information concerning the bidder, including references and information in addition to that provided by the bidder.

BIDDER EXPERIENCE

Contractor must meet the minimum experience requirements specified herein. Contractor shall submit with the bid no less than three (3) references for which Contractor has completed work similar to that described in the plans and specifications.

Work associated with this project occurs in and near highly sensitive environments, including Lake Michigan shoreline, bluff and beach. The bluff and beach are subject to extreme wind, ice and wave forces which has caused instability and failure of the bluff toe. Any additional impact and disturbance, caused in whole or in part by the contractor, shall be restored and mitigated immediately upon impact. The top of bluff and steep slope conditions of Millard Park Bluff is also subject to soil saturation, freeze/thaw expansion and bluff sloughing. Heavy equipment access along the top of bluff is at the CONTRACTOR risk. Tree removal on the bluff must be done through select hand clearing work with chainsaws due to potential equipment impact on this sensitive bluff slope. The work at all levels of involvement is to be performed by qualified individuals having the expertise necessary to perform the assigned tasks with the skill and precision appropriate to work in a highly sensitive environment, with safety considerations on a steep slope, as solely approved by the OWNER.

- Qualified CONTRACTORS will have a minimum of 5 years of experience working in sensitive and high-quality natural environments similar to the ravine and bluff slopes found regionally in Lake Michigan watershed communities like Highland Park. With specific experience on at least one project involving grading for restoration purposes on bluff or ravine slopes.
- Qualified CONTRACTORS must have a certified arborist on staff with accurate tree identification skills, including experience with winter conditions, leaf-off identification of specified tree species, and at least 2 years of experience within the northeast Illinois region.
- Qualified CONTRACTORS must demonstrate prior experience in select hand cutting with chainsaws, and tree removal in natural areas within sensitive resources, and specifically projects within ravine and bluff steep slope conditions. <u>DUE TO THE COMPLEXITY AND SIZE OF THE PROJECT</u>, THE OWNER WILL ONLY ACCEPT BIDS FROM CONTRACTORS THAT HAVE SUCCESSFULLY COMPLETED 2 OR MORE TREE REMOVAL PROJECTS INVOLVING CHAINSAW REMOVAL OF WOODY MATERIAL ON BLUFF OR RAVINE SLOPES IN THE PAST FIVE (5) YEARS. Experience in northeast Illinois and Lake County, IL region is preferred.

NON-BARRED BIDDING

Contractor must certify that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid-rigging or bid-rotating by executing the included certification.

EXAMINATION OF SITE AND DRAWINGS

Before submitting a bid, Contractors shall carefully examine the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any Contractor to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve Contractor from any obligation with respect to their bid. By submitting a bid, Contractor warrants that he / she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings. If applicable, Contractor shall also attend any mandatory pre-bid meetings.

PERFORMANCE BOND

Contractor, before commencing Work, shall furnish a Performance Bond and a Labor and Material (aka Payment) Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Contractor to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Contractor or re-advertise for bids. A charge against the defaulting Contractor may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed.

LIENS

Waivers of lien shall be submitted with all payment applications. Waivers shall be supplied from all subcontractors and suppliers involved in the contract work. Neither final payment nor any part of the retained percentages shall become due until Contractor delivers to Owner a complete release of all liens arising out of this contract. Waivers of Lien must include the following language "All Materials taken from fully paid for stock and delivered by our own trucks to the project site" AND "All wages paid according to Prevailing Wage Act".

ASSIGNMENT AND SUBCONTRACTORS

Contractor shall not assign any part of this contract, or award any work under this contract to any Subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.

INSURANCE

NOTE: Contractors' attention is directed to the insurance requirements set forth in the Contract Documents and below. It is highly recommended that Contractors confer with their respective insurance carriers or brokers to determine in advance of bid submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that Contractor may be disqualified from award of the contract.

FEDERAL LABOR STANDARDS AND EQUAL EMPLOYMENT REQUIREMENTS

In the event Contractor does not comply with any provision of the Illinois Prevailing Wage Act, Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Contractor agrees to the following:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

B. Solicitation or advertisements for employees placed by or on behalf of Contractor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.

PREVAILING WAGE AND CERTIFIED PAYROLL

Contractor must pay and require all subcontractors to pay the prevailing rate of wages to all related laborers, workers, and mechanics involved in the project. As established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Illinois Department of Labor publishes the prevailing wage

rates on its website at: https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's web site for revisions. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx no later than the 15th of each calendar month following a month in which construction on the project has occurred as required by Statute. Contractor shall furnish the District confirmation that certified payroll was submitted. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Contractor shall not discriminate on the basis of disability, and shall comply with pertinent sections of the Americans with Disabilities Act.

COMPLIANCE WITH ALL APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, Americans with Disabilities Act and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

PAYMENT

For projects extending longer than a month, payment request shall be made monthly for that portion of the project which has been completed. Payment request are due no later than the 1st of the month with all necessary documentation. An amount equal to ten percent (10%) shall be withheld from each payment until sixty (60) calendar days after final acceptance by the Owner. Payment by the Owner may be by credit card.

SCHEDULE OF WORK

Contractor shall commence work on or just prior to October 3, 2022 and work shall be completed by October 27, 2023. The Owner shall pre-approve start date of project. Work shall be completed in accordance with the following site schedule:

• Invitation for Bid Release: August 29, 2022

• Mandatory pre-bid meeting: September 7, 2022 at 10:00 am

• Bid opening: September 13, 2022 at 2:00 pm

• Anticipated contract award: September 29, 2022

• Completion of Tree Removal and Grading: May 26, 2023

• Installation of Live Plant Materials: October 13, 2023

• Project completion: October 27, 2023

GUARANTEE

Except as otherwise specified, Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from date of final completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract document, shall relieve Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, Contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by Contractor for the indicated period, Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise, Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

GENERAL TERMS

In addition to all other requirements of the Contract Documents (including but not limited to the General and Supplementary Conditions that may be contained within or referred to in other Contract Documents (e.g., AIA A201, General Conditions, as modified by Park District "Supplementary Conditions") and the Drawings and Specifications and other portions of the Project Manual), the following general terms also apply:

TERMS

"Owner" shall refer to the Park District of Highland Park. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. "Representative" shall refer to Engineering or Architectural Firm, the firm that prepared construction documents.

LAWS AND PERMITS

Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner or Representative to liability. Contractor shall perform all work and use only those materials conforming to city, county, state and federal codes regarding health, safety and welfare. The Owner and Representative shall not be held responsible for failure of work or materials that do not conform to codes. Prior to beginning the work, Contractor shall obtain permits and licenses, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the work.

INTENT OF CONTRACT DOCUMENTS

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

PLANS & SPECIFICATION DIMENSIONS

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

ERRORS AND DISCREPANCIES

If Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify Owner immediately. Owner shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner, shall be done at Contractors risk. Owner or Representative reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.

When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been

made available for Contractor's convenience and is not part of the Contract. The Owner or Representative shall not be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

SUBSTITUTIONS

Each bid shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from Owner shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.

Requests for substitutions shall be made five (5) calendar days prior to bid opening date to Owner. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by Owner shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify Owner, in writing, a minimum of 48 hours in advance of beginning the work, and shall notify Owner a minimum of 48 hours in advance by phone when approvals are needed including: layout staking, all grading, drainage, and other major items of construction for field checking of construction. Copies of material delivery tickets shall be furnished to Owner.

All work and materials shall always be open to the inspection of the Owner or Representative. Contractor shall also furnish upon request of Owner at his expense, a person or persons familiar with the project to review work on site and discuss any matters with Owner or Representative about the work or Contract when Owner gives 48 hours' notice for such a meeting or whenever Contractor's staff is present at the site.

SUBCONTRACTORS AND SUPPLIERS

Contractor shall provide a list of subcontractors and suppliers to Owner for approval prior to commencing the work. When any subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such subcontractor or supplier upon written notice by Owner. Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. Contractor shall not let or transfer this contract or any part thereof without the written consent of the Owner. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

OWNER'S RIGHT TO DO WORK:

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

RIGHT TO SUSPEND WORK:

The Owner will notify contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary. Where due work may be suspended for unsuitable weather, other conditions unsuitable for the prosecution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authority of Owner.

ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.

Alterations, extensions and deductions shall be authorized by a written change order issued by Owner and signed by Contractor before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.

In the case of work specified by the Owner to be completed by Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Unit Prices in the bid, Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than thirty-five percent (35%).

DISCHARGE OF EMPLOYEES:

When any person employed by Contractor fails to perform the work according to the Contract, appears to be incompetent or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the work on written request. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Owner may suspend the work.

USE OF SITE

Contractor shall confine equipment, material storage and workers operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:

1. <u>Utilities</u>: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when necessary in performing the work.

- 2. <u>Buildings:</u> Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
- 3: <u>Pumping:</u> When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or manufactured drainage ways. See Erosion and Sediment Control in Specifications in Special Provisions.
- 4. <u>Temporary Roads and Turnarounds</u>: Contractor shall provide for temporary roads as necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved prior to construction.
- 5. <u>Storage</u>: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.
- 6. <u>Parking</u> Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's approval. Parking is prohibited under the dripline of trees to be saved.

WORK SITE SAFETY

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. Contractor is responsible for protecting public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.

Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at Contractor's expense shall replace existing property comers disturbed or lost during construction. When the site is opened for usage after final acceptance, damage to the work shall not be due to Contractor's fault or negligence.

Contractor shall have no claim against the Owner or Representative because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.

When Owner deems any operation, condition or practice to be unsafe Contractor shall take corrective action before affected work is resumed. Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval and under the direction of Owner: Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense. Contractor shall protect the Owner's employees and the public by maintaining barricades,

warning signs, flags, lights and temporary passageways around construction areas, covering holes, properly storing materials and equipment and providing other suitable methods for the protection of said persons.

LABOR, EQUIPMENT AND METHODS

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

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

The specified methods and equipment shall be used in the prosecution of the work unless otherwise authorized by Owner. However, Contractor alone shall bear the responsibility for safety of the persons and property and shall immediately notify Owner of any specified method that creates any risk of injury or damage to persons or property. Contractor may make a written request to Owner to use a method or type of equipment other than those specified. The request shall include a description of the proposed methods, equipment and an explanation of the reasons for the substitution. When Owner authorizes trial use of the substitution, Contractor shall be responsible for producing the work in conformance with the Contract. If Owner determines that the trial method or equipment does not conform to the Contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner. No increase will be made in payment or in contract time as a result of authorizing a change in methods or equipment under these provisions.

The contractor shall be responsible for disconnection and reconnection of any and all HVAC, Cable, Phone, Electric, Heating Coils, and any other utility service lines required to complete the project.

As part of the Park District's coronavirus safety protocol and as a requirement for all workers on the project job site, the Contractor shall submit a Covid-19 safety protocol plan prior to the start of work, and adhere to the current guidelines from the CDC. This shall include 6' social distancing and wearing a face mask. More information can be found at pdf.qdb.org for up-to-date guidelines. The Park District may provide additional guidelines to follow in advance of work commencing.

SUSTAINABILITY

Owner is committed to sustainable practices that benefit our environment and the health and safety of our customers. Contractor agrees to work with Owner, if applicable, on sustainable project elements and materials.

INSPECTION AND TESTING

Materials and equipment to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, Contractor shall furnish such amounts of materials needed for testing

and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

SUBMITTALS

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

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

REMOVAL OF DEFECTIVE WORK

Owner may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without additional cost to the Owner. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid Contractor.

Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner or Representative waives the right to later complain about defective materials or workmanship even after final acceptance.

When questioned work is found to be defective due to fault of Contractor, subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction, plus the Owner shall allow Contractor 10%.

COMPLETION DATE

Contractor warrants that the commencement and completion dates specified in the Instructions to Bidders is reasonable time for completion of the work for the Contract price taking into consideration natural and manufactured conditions that may affect the work.

CLEANING UP

Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. Upon completion of the work, Contractor shall remove equipment, rubbish, tools, and surplus materials from the site and adjoining premises. When Contractor fails to do so within five (5) calendar days of a written

request by the Owner, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.

Dust shall be kept to a minimum during construction by means of wetting the site or other approved methods. Contractor shall wash down all existing sidewalks and roadways on and off site once a week during construction to keep the area clean. See also Restoration of Disturbed Areas / Site Cleanup in Special Provisions.

PAYMENT

Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to Owner for approval in duplicate on AIA Documents G702 and G703, Application and Certificate for Payment. The estimate shall be a sworn statement of work completed to date, shall list each item completed with reference to the bid item number and quantity, and include wavier of liens as specified in the Instructions to Bidders. The Owner shall retain ten percent (10%) of each payment. The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the work.

All invoices should be submitted by the first business day of the month in order to receive payment in the same month.

The Owner shall make a final inspection of work after Contractor notifies Owner that work is substantially complete. Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractors completion of all punch list work, Owner shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee or work as stated in the Instructions to Bidders.

Upon written final acceptance, Contractor shall submit final waivers of lien, and a final request for payment, including retained monies. Final payment shall be made to Contractor within sixty (60) calendar days after receipt of the above items. Contractor may request a reduction of the percentage of retainage during the one hundred twenty-day period and a payment of a portion of the retainage may be made at the Owner's discretion.

OWNERSHIP OF PLANS, SPECIFICATIONS

All Plans and Specifications and copies thereof furnished by or purchased are properties of the Owner and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion.

FREEDOM OF INFORMATION ACT REQUESTS

Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then

Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

INSURANCE

Contractor shall keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, and unless otherwise agreed by Owner, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:

a. State: Statutory

b. Applicable Federal (e.g., Longshoremen's): Statutory

c. Employer's Liability

\$1,000,000.00 Per Accident

\$1,000,000.00 Disease, Policy Limit \$1,000,000.00 Disease, Each Employee

2. Commercial General Liability:

1. \$2,000,000.00 General Aggregate

2. \$1,000,000.00 Products Completed Operations Aggregate

3. \$1,000,000.00 Personal and Advertising Injury

4. \$1,000,000.00 Each Occurrence

5. \$ 50,000.00 Fire Damage (any one fire)

6. \$ 5,000.00 Medical Expense (any one person)

- 3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:

\$1,000,000.00 Per Person

\$1.000.000.00 Per Accident

b. Property Damage:

\$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:

\$2,000,000.00 over Primary Insurance

- **B. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retention's must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- **C. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. Regarding General Liability and Automobile Liability Coverage

- i. The Owner, its officers, officials, employees and volunteers, and Engineering or Architectural Firm, its officers, officials, employees, and volunteers, are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the Owner, its officers, officials, employees, volunteers, or agents.
- ii. The Contractor's insurance coverage shall be primary insurance as respect to the Owner, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage to the Owner, its officers, officials, employees, volunteers, or agents.
- iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. Workers' Compensation and Employers Liability Coverage
 - i. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the Owner.

3. All Coverage

- i. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
- **D.** Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.
- **E. Verification of Coverage.** Contractor shall furnish the Owner with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **F. Subcontractors.** Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Indemnification.

To the fullest extent permitted by law, to waive any and all rights of contribution against Owner and to indemnify and hold harmless 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 paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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 to indemnity which Owner would otherwise have. Contractor shall similarly, protect, indemnify and hold and save harmless, Owner, its officers, officials, employee, 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 provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

Accordingly, the Commercial General Liability Policy shall provide for coverage of contractual indemnification obligations.

H. An endorsement containing the following: "Solely as respects to work done by and on behalf of the named insured for the Park District of Highland Park, it is agreed that the Park District of Highland Park, its officers, officials, employees, volunteers, and agents, Engineering or Architectural Firm, and City of Highland Park, are added as additional insured under this policy."

ACKNOWLEDGEMENT OF DOCUMENTS

1.	Receipt of Documents: Contractor has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents.			
	9	Yes	No	
2.	Identification of Documents Received: The following is a check should appear in the Bid Documents. Please complete the checkle contact Owner if any of the documents were not received.			
		Yes	No	
	ADVERTISMENT FOR BID			
	INVITATION TO BID			
	INSTRUCTIONS TO BIDDERS			
	GENERAL TERMS			
	ACKNOWLEDGEMENT OF DOCUMENTS			
	BID FORM			
	REFERENCES			
	CONTRACTOR PROFILE AND QUALIFICATIONS			
	CERTIFICATION OF ELIGIBILITY			
	SAMPLE CONTRACT			
	LIST OF DRAWINGS			
	SCOPE OF WORK			
	SPECIFICATIONS			
	PROJECT MAPS			

BID FORM (Page 1 of 3)

TO:	Park District of Highland Park 636 Ridge Road Highland Park, IL 60035	
FROM:	Company	
	Street Address	
	City, State, Zip	
	Phone	
FOR: 2022	-2023 Millard Bluff Grading and Tree Removal	
BASE BID	:	
1. Mobiliza	tion	\$
2. Tempora	ary Beach Access Path	\$
3. Tempora	ary Bluff Access Path (allowance)	\$ <u>10,000</u>
4. Tree Pro	tection	\$
5. Tree Ren	noval (Clearing)	\$
6. Bluff Gr	ading Erosion Control Blanket (total= 0.75 acres)	\$
7. Topsoil S		
	Strip and Placement (total= 1,302 cubic yards)	\$
8. Earthwo	Strip and Placement (total= 1,302 cubic yards) rk (total= 2,450 cubic yards)	\$ \$
9. Native S	rk (total= 2,450 cubic yards)	\$
9. Native So	rk (total= 2,450 cubic yards) eeding (total= 2.85 acres)	\$ \$
9. Native So 10. Turf Se 11. Plant P	rk (total= 2,450 cubic yards) eeding (total= 2.85 acres) eeding (total= 0.40 acres)	\$ \$ \$
9. Native Se10. Turf Se11. Plant P12. Stabiliz	rk (total= 2,450 cubic yards) eeding (total= 2.85 acres) eding (total= 0.40 acres) lug Installation (total= 0.35 acres)	\$\$ \$\$ \$

BID FORM (Page 2 of 3)

Alternate #1 – DBH Price for Additional Tree Removal

Tree Class	Size in inches	Unit Price per
		DBH inch
1	Below 6.0" DBH	
2	6.0-15.9" DBH	
3	16.0-29.9" DBH	
4	Over 30" DBH	

Alternate #2 – Additional Top Dress Material (price per cubic yard) \$		
Receipt of Addenda: The receipt of the following	ing addenda is hereby acknowledged:	
Addendum No,	Dated	
Addendum No	Dated	

BID FORM (Page 3 of 3)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1.	
2.	
3	
<u>. </u>	
Grading and carefully exa the cost of the machinery, a called for by payment there	In the Removal as prepared by the Owner and/or Engineer/Architect, and having the States and completely familiarized him/herself with local conditions affecting the work: hereby states that he/she will provide all necessary labor, equipment, tools apparatus and all other means of construction, do all the work and furnish all materials as a said plans and specification and drawings: and will accept as full and complete refore the base bid amount which is the summation of the cost of the items of work to the summation of the extension of the unit prices.
BY:	
<i>D</i> 1.	Name and Title of Authorized Agent
	Authorized Signature
	Date

REFERENCES

Contractor shall include at least three (3) references with which the Contractor has completed similar work of approximate magnitude required under this contract.

Project Name
Project Location
Contact Person
Celephone Number/E-Mail
Project Completion Date
Anaicat Nama
Project Name
Project Location
Contact Person
Celephone Number/E-Mail
Project Completion Date
Project Name
Project Location
Contact Person
Selephone Number/E-Mail
Project Completion Date
Project Name
Project Location
Contact Ferson
'elephone Number/E-Mail
Project Completion Date
Project Name
Project Location
Contact Person
Celephone Number/E-Mail
Project Completion Date

CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 1 of 2)

Name	
Address	
City, State, Zip Code	
Contact Person	
Telephone Number	E-Mail
# of Employees	Annual Sales # years.
Contractor's organization has been in busin	ess under its present business name for years.
-	ce in work comparable with that required under the
proposed contract:	
as a prime contractor	years;
as a subcontractor	years.
The following Contractor's employees will be	be involved with the proposed contract:
Name	
Position	
Years of Experience	
Responsibility/Task	
Nome	
Name	
Vears of Experience	
Responsibility/Task	
responsibility/Task	
Name	
Position	
Years of Experience	
Responsibility/Task	
· · · · · · · · · · · · · · · · · · ·	

Contractor may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

CONTRACTOR PROFILE AND QUALIFICATIONS

(Page 2 of 2)

1.	Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.
2.	Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.
3.	Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to prove the services and the reason given for the termination

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

In Compliance 720 ILCS 5/33E-11:	
	a(n)
Print name of Contractor	,a(n) Individual, Partnership, Corporation
is not barred from bidding on the ab Park District of Highland Park as a	bove referenced Contract, hereby certifies that the Contractor over referenced contract or entering into a contract with the result of a violation of either Section 33E-3 Bid-rigging of the Illinois Criminal Code, 720 ILCS 5/33E-1, et. seq., as
Date	
	Contractor
	By:
	Its: Title
STATE OF ILLINOIS) COUNTY OF)	
appeared before me this day in person he/she is authorized to act on behalf of	and for the State and County aforesaid, hereby certify that on and, being first duly sworn on oath, acknowledged that of Contractor, and that he/she executed the foregoing d and as the act and deed of Contractor.
DATED: Notary Public	, 2022
[Notary Seal]	

SAMPLE CONTRACT

The Park District of Highland Park executes an Independent Contractor Agreement for all work. A sample of the **Independent Contractor Agreement** is provided on the following pages.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between <NAME OF CONTRACTOR> (hereafter "CONTRACTOR") and the PARK DISTRICT OF HIGHLAND PARK (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing services and work for AGENCY in accordance with the following: Advertisement for Bid including Bid Form <NAME OF PROJECT> dated <DATE (long form i.e. July, 25, 2011)>; the documents referenced therein; CONTRACTOR's Bid in response to the Advertisement for Bid for <NAME OF PROJECT> (hereafter "Proposal"); all of which are attached hereto and incorporated herein as Exhibit A;

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, CONTRACTOR may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the CONTRACTOR hereby agrees:

- 1. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
- 2. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY 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 paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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 to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, 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 provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

- 3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
 - Workers' Compensation:.

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i. State: Statutory
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- ii. Applicable Federal (e.g., Longshoremen's): Statutory
- iii. Employer's Liability

\$1,000,000.00 Per Accident

\$1,000,000.00 Disease, Policy Limit

\$1,000,000.00 Disease, Each Employee

b. Commercial General Liability:

\$2,000,000.00 General Aggregate

\$1,000,000.00 Products Completed Operations Aggregate

\$1,000,000.00 Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

\$ 50,000.00 Fire Damage (any one fire)

\$ 5,000.00 Medical Expense (any one person)

- Business Automobile Liability (including owned, non-owned and hired vehicles):
 - Bodily Injury:

\$1,000,000.00 Per Person

\$1,000,000.00 Per Accident

ii. Property Damage

\$1.000,000.00 Per Occurrence

iii. Umbrella Excess Liability:

\$2,000,000.00 over Primary Insurance

4. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates 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. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY 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 AGENCY.

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

- CONTRACTOR shall cause each consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.
- 6. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
- 7. Nothing contained in this contract is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
- CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
- 9. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of 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, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
- 10. 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 AGENCY shall be certified mail, return receipt requested.
- 11. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
- 12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of

any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.

- To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
- 14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to CONTRACTOR and for convenience and without cause upon not less than seven days' written notice to CONTRACTOR. In the event of termination for other than cause, CONTRACTOR shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due.
- To the extent that the Prevailing Wage Act applies, CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Illinois Department of Labor publishes the prevailing wage rates on its website at: https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx as required by Statute. CONTRACTOR shall furnish AGENCY confirmation that certified payroll was submitted. In lieu of certified payroll, CONTRACTOR shall submit a letter setting forth the basis upon which CONTRACTOR has concluded the Act does not apply. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
- 16. If contract sum is equal or above \$50,000, then the CONTRACTOR, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. Contract amounts below \$50,000 may still require a bond at the discretion of the AGENCY and will be identified in the bid or proposal form. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents.

Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the AGENCY, and shall name the AGENCY as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the AGNECY may grant if the forms do not meet its approval shall constitute a default, and the AGENCY may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

17. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have the full control of the ways and means of performing the work referred to above and that the CONTRACTOR or its employees, representatives or subcontractors are in no sense employees of the AGENCY, it being specifically agreed that the CONTRACTOR bears the relationship of an independent contractor to the AGENCY.

This agreeme		force and effect from the as it is terminated by the .	
PARK DISTRICT OF	HIGHLAND PARK	<name contra<="" of="" td=""><td>ACTOR></td></name>	ACTOR>
Print Name		Print Name	
Signature		Signature	
Title	Date	Title	Date

Page 5 of 5

LIST OF DRAWINGS

No.	Title	Date
EXHIBIT A	Millard Park Bluff Stabilization Plans	April 7, 2022

SCOPE OF WORK

Project Summary

CONTRACTOR will be responsible for furnishing all materials, equipment, labor and incidental items necessary for the woody material cutting, tree disposal, slope grading, vegetation installation and bluff restoration at the locations shown on the drawings. The contracted work involves the removal of woody material on approximately 3 acres of bluff slope, preservation/protection of specific high-quality trees on the bluff, retrieval/removal of cut woody trunks, limbs and branches, protection of the bluff soils to the extent possible, grading of sheer top of bluff slopes to a 2:1 slope, placement of soil on bluff top, topsoil spread, seeding and vegetation installation, and installation of erosion control blanket on all disturbed slope soils.

Construction access along the Millard Park beach has been permitted through the US Army Corps of Engineers. Top of bluff access is provided along an access road on the backside of the bluff for slope grading at top of bluff.

Work associated with this project occurs in and near highly sensitive environments, including Lake Michigan shoreline bluff and beach. The bluff and beach are subject to extreme wind, ice and wave forces which has caused instability and failure of the bluff toe. Any additional impact and disturbance, caused in whole or in part by the contractor, shall be restored and mitigated immediately upon impact. The top of bluff and steep slope conditions of Millard Park Bluff is also subject to soil saturation, freeze/thaw expansion and bluff sloughing. Heavy equipment access along the top of bluff is at the CONTRACTOR risk. Tree removal on the bluff must be done through select hand clearing work with chainsaws due to potential equipment impact on this sensitive bluff slope.

Project Area

The Millard Park bluff area is located at the Lake Michigan shoreline and Ravine Drive in Highland Park, Illinois. The site address is 35 Ravine Drive, Highland Park, Illinois. The proposed tree removal improvements are generally located between 500 feet and 1300 feet northwest of the parking lot, as measured along the beach/shoreline. The proposed top of bluff grading is located along the bluff at distinct locations shown on the plans and generally 40-60 feet above Lake Michigan. The soil re-spread zones are on the top of bluff and within the flat terrace (upland) of the Millard Park. The bluff is approximately a 2:1 slope from the beach/toe of slope and running to the top of the bluff, which ranges in elevation between 30 and 60 feet above the shoreline.

The project limits will be clearly stated and walked during the Pre-Bid meeting. CONTRACTOR shall locate and be familiar with all property boundaries, construction access and easements in the field. The area to be included in this work shall not exceed the Millard Park area, including the parking lot, bluff and beach zones, unless a properly executed right-of-entry has been authorized by the OWNER. If the CONTRACTOR elects to utilize a working barge and obtain all required permits for use of the public waters, that alternate access is the responsibility of the CONTRACTOR to obtain. OWNER shall have final determination of any property limits and access routes in question.

The proposed work shall be constructed in accordance with the material and installation requirements of the Illinois Department of Transportation's (IDOT) "Standard Specifications for

Road and Bridge Construction," latest edition, including all applicable current supplemental specifications and special provisions; except where said requirements are modified by these project specifications.

Standards for traffic control and protection shall be in accordance with appropriate principles and requirements of the IDOT "Illinois Manual on Uniform Traffic Control Devices," latest edition and the IDOT "Standard Specifications for Traffic Control Items," latest edition; except where said requirements are modified by these project specifications.

Project Milestones Mandatory Meetings

For project coordination, satisfactory performance, and clarification of the requirements of the contract documents, several mandatory meetings (MEETINGS) shall take place at strategic project milestones. The specifications are provided in a chronological order relative to logical and anticipated progression of the project. The following MEETINGS shall be scheduled by the OWNER and/or REPRESENTATIVE and shall include mandatory representation by CONTRACTOR and OWNER and/or REPRESENTATIVE:

- Pre-construction on-site meeting prior to select hand cutting and removal of woody
 material, which is anticipated to be begin October 3, 2022 to discuss construction logistics
 related to removing the cut woody material. CONTRACTOR shall also bring their
 certified arborist to discuss protection of the high-quality tree species to remain on the
 bluff.
- 2. Post-construction on-site meeting after select hand cutting and removal of woody material is substantially complete to evaluate buff slope conditions and confirm installation of erosion control blanket to adequately protect the sensitive slope.
- 3. Pre-construction on-site meeting prior to top of bluff topsoil strip or slope grading, to discuss construction logistics related to heavy machinery access to top of bluff, tree protection and movements along sheer bluff face locations. CONTRACTOR shall have sequenced plan ready for erosion control, tree protection, topsoil strip to stockpile, earth movement, topsoil respread, vegetation installation and slope stabilization.
- 4. Post-construction on-site meeting after slope grading is substantially complete to evaluate top of buff conditions and confirm installation of vegetation and erosion control blanket adequately protects the top of bluff terrace and steep slope areas.
- 5. Final meeting to confirm installation and survivorship of live plant material.

Contract Timeline

It is anticipated that CONTRACTOR will complete all select hand clearing on the bluff and use of heavy equipment along beach access associated with this project between October 3, 2022, and May 26, 2023.

All erosion control blanket installation and seeding on disturbed slopes shall be installed within 24 hours of disturbance and before May 26, 2023.

All live plant material for restoration shall be installed before October 13, 2023.

Unless approved by OWNER and/or REPRESENTATIVE, a time extension will not be given due to weather unless CONTRACTOR submits a claim in writing with appropriate

documentation that the weather resulted in unworkable conditions on the site for more than 30 days (cumulative) during the scheduled timeframe. Appropriate documentation for "Non-Workable Days" includes site photos showing limits and depths of snow, in combination with weather data that indicates the snow fall and accumulation was at least 25% greater than the averages from the previous ten (10) years recorded.

Labor

The Foreman must be present each day the work is being performed. This individual will work closely with OWNER and/or REPRESENTATIVE. He/she will be expected to keep the crew working in an efficient and safe manner, make sure the proper equipment is available and in good working order when needed by the crew and be able to answer any questions by the crew. Each piece of equipment needs to be operated by a classified equipment operator.

Truck drivers will be needed to transport woody removal material offsite. They will be held responsible to see that the materials they are transporting are contained, not falling out of the bed onto roads and/or private property.

SPECIFICATIONS

1. Site Access

Construction traffic access to the site should be limited to the access locations depicted on the plans. Construction traffic must enter and exit the project area from Ravine Drive and use the existing parking lot for staging and storage of equipment and materials. Additional or alternative access locations shall be determined in the pre-construction on-site meeting and will require approval by OWNER. If requested, the OWNER may approve use of a working barge for movement of equipment and removal of woody material. However, this access requires authorization for use of public waters and must be permitted by, and at the sole expense of, the CONTRACTOR.

Access shall be in accordance with TRAFFIC CONTROL AND PROTECTION section and STREET CLEANING section, as it is directly from a public roadway. The CONTRACTOR shall not park any vehicles or block traffic on Ravine Drive and shall provide appropriate Illinois Department of Transportation (IDOT) and/or City signage for vehicles leaving and entering the site. All public roadways shall be kept clean of any debris from work site and all posted weight limits are to be respected.

Site access utilizes a public roadway (Ravine Drive below park gate) and parking lot, CONTRACTOR is responsible for preventing damage to the existing asphalt, curb, signage, trash enclosures, etc. Any damage the public roadway (Ravine Drive below park gate) and parking lot must be restored to existing conditions at the sole cost to CONTRACTOR.

Special Note: Sole access to the site is by way of a narrow residential street (Ravine Drive). Ravine Drive roadway is frequented by pedestrians and it is common for homeowners to have vehicles parked along the roadway. The pitch of the roadway is steep near the park entrance. The roadway within the park will remain open throughout the duration of the project. CONTRACTOR shall take above variables into consideration to maintain the safety of all pedestrians and vehicular traffic along the roadway and within the park.

WORK HOURS: The project is located within a residential neighborhood. City of Highland Park work hour rules must be followed with no exceptions. Working hours are between 7:00 a.m. to 7:00 p.m. Monday through Friday, 9:00 a.m. to 5:00 p.m. on Saturday, and no work at all on Sunday and holidays.

Basis of Payment

The cost of any SITE ACCESS shall be incidental to the contract price.

2. Traffic Control and Protection

CONTRACTOR shall obtain all required approvals and permits from the local governing agencies, including City and Lake County, for any required traffic control plans or detours. Access to the property will be from public local roads including Ravine Drive. All construction access permits to utilize local roads shall be the responsibility of CONTRACTOR.

CONTRACTOR will submit a written plan showing local access routes off and on site prior to the pre-construction meeting, for OWNER'S approval.

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, lights and guards as required shall be placed and maintained by CONTRACTOR for the duration of the construction work and until it is safe for traffic to use the roads and streets. All materials piles and equipment shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of OSHA, IDOT, and the

appropriate authorities respecting safety provision shall be followed. All work related to safety shall be the sole responsibility of CONTRACTOR.

CONTRACTOR shall maintain emergency vehicle access at all times. CONTRACTOR shall maintain all park entrances for duration of the construction work. Interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused to the CONTRACTOR by complying with these requirements shall be considered incidental to the contract, and no additional compensation will be allowed.

Basis of Payment

The cost of any TRAFFIC CONTROL AND PROTECTION shall be incidental to the contract price.

3. Street Cleaning

Special attention shall be paid to IDOT "Standard Specifications for Road and Bridge Construction" Section 107.15. If the CONTRACTOR fails to clean the pavement adjacent to the section under construction to the satisfaction of OWNER and/or REPRESENTATIVE at any time during the contract, the OWNER and/or REPRESENTATIVE will notify the CONTRACTOR at which time the CONTRACTOR will have 4 hours to respond. If the CONTRACTOR fails to respond within 4 hours, an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR.

Basis of Payment

The cost of all STREET CLEANING shall be incidental to the contract price.

4. Site Preparation

The project area is home to various types of wildlife and is heavily used by the residents of the City. CONTRACTOR shall use every precaution to prevent damage to existing conditions to remain such as vegetation, trees, steep slopes, paths, benches, walls, structures, and other existing conditions within the limits of the proposed improvements.

The beach area of the property has been delineated as Waters of the United States under the jurisdiction of the U.S. Army Corps of Engineers. CONTRACTOR will be liable to OWNER for all loss and damage suffered due to impact to the shoreline other than access route shown on the Contract Drawings and permitted through the U.S. Army Corps of Engineers.

Provide tree protection (See **Table 2: Tree Species Required for Protection in the Upland Park Area** and TREE PROTECTION section), barricades, fences or other barriers as necessary to protect existing conditions from damage during construction operations.

CONTRACTOR's certified arborist shall identify and flag all tree species to protect before selected hand clearing begins (See Table 1: Tree Species Required for Protection on the Slope and Table 2: Tree Species Required for Protection in the Upland Park Area). CONTRACTOR shall notify OWNER for field verification of the tree species, and obtain notice to proceed with the select hand clearing operation.

Table 1. Tree Species Required for Protection on the Slope

Scientific Name	Common Name
Amelanchier laevis	Shadblow
Betula papyriferia	White birch
Juniperus communis	Common juniper
Physocarpus opulifolius	Ninebark
Thuja occidentalis	Arbor vitae
Viburnum acerfolium	Mapleleaf viburnum
Pinus strobus	White pine
Rhus typhina	Staghorn sumac
Carpinus caroliniana	Hornbeam
Juglans nigra	Black Walnut
Lonicera dioica	Red Honeysuckle
Lonicera prolifera	Yellow Honeysuckle

Table 2. Tree Species Required for Protection in the Upland Park Area

Scientific Name	Common Name
Acer saccharum	Sugar Maple
Quercus rubra	Red Oak
Taxodium distichum	Bald Cypress
Robina pseudoacacia	Black Locust
Plantaus occidentalis	Sycamore
Fagus gradnifolia	American Beech
Quercus alba	White Oak
Acer plantanoides	Norway Maple

Notification

Give written notification of damaged plants and structures to OWNER and/or REPRESENTATIVE within 24 hours of occurrence.

Replacement of Plant Material

Any existing vegetation (trees, etc.) that are damaged, other than those that are proposed to be removed in accordance with these Contract Documents, must be replaced per the requirements of the OWNER. Any species damaged from Table 1 shall be replaced at a 1:1 ratio by the CONTRACTOR. Replacement tree size minimum is 8 feet tall or 2" DBH. Replacement shrub size minimum is 15-gallon pot.

Existing Utilities

Unless otherwise indicated, all utilities and structures of any nature, whether below or above ground that may be affected by the work, shall be protected and maintained by CONTRACTOR and shall not be disturbed or damaged during the progress of the work. Should CONTRACTOR disturb, discount, or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement and/or repair thereof shall be borne by CONTRACTOR, including any expenses associated with a project delay. CONTRACTOR shall notify all potentially impacted utility companies prior to commencement of work and immediately notify OWNER and/or REPRESENTATIVE of any potential conflicts.

Basis of Payment

The cost of SITE PREPARATION shall be incidental to the contract price.

5. Mobilization

This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, materials, supplies, and incidentals to the project site for all work or operations.

Basis of Payment

Payment for MOBILIZATION shall be at the contract lump sum price.

6. Temporary Beach Access Path

As shown on the final engineering plans, the proposed work will require a proposed temporary access associated with heavy equipment access along the beach/shoreline of Lake Michigan. The access route will extend from the existing parking lot off Ravine Drive to the northern most limit of the Millard Park property. The access alignment crosses five (5) sheet pile groins into Lake Michigan, and traverses along concrete toe walls and the North Shore Sanitary District sewer alignment sheet pile wall and manholes. CONTRACTOR shall minimize site disturbance to the existing beach area, but construct safe access through this alignment for cut woody material removal.

CONTRACTOR shall coordinate the temporary access location, means and methods and limits of disturbance with OWNER and/ or REPRESENTATIVE prior to road installation. The alignment and limits of the temporary access road shall be flagged and approved by OWNER.

Rock material may NOT be imported for use of construction of the temporary access route because the beach is considered regulatory Waters of the United States. Placement of crane mats can be suitable access road construction. Road maintenance is the sole responsibility of CONTRACTOR. OWNER and/or REPRESENTATIVE shall have permission to use the road at all reasonable times.

Upon completion and approval of the construction activities or at the direction of OWNER and/or REPRESENTATIVE, CONTRACTOR shall remove from site the material used to construct the temporary access road.

Basis of Payment

Payment for TEMPORARY BEACH ACCESS PATH shall be at the contract lump sum price, including the import of crane mats (if applicable). CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation and removal of any temporary access roads necessary to complete the proposed improvements.

7. Temporary Bluff Access Path

As shown on the final engineering plans, the proposed improvements will require using an existing asphalt and gravel drive along the backside of the bluff in order to get to the work area on the top of the bluff at Millard Park. Proposed temporary access associated with heavy equipment access and work performed for the slope grading is required. The access route will extend from the existing parking lot off Ravine Drive (see plans for location) to the upper bluff terrace of the Millard Park property. CONTRACTOR shall minimize site disturbance to the existing drive, but construct safe access through this alignment.

CONTRACTOR shall coordinate the temporary access location, means and methods and limits of disturbance with OWNER and/or REPRESENTATIVE prior to utilizing this existing drive alignment.

Upon completion of the heavy equipment use at the top of bluff, the contractor shall restore the drive access through reshaping (as necessary) and placement of suitable gravel to restore appropriate drive conditions. This bluff access path maintenance is the sole responsibility of CONTRACTOR. OWNER and/or REPRESENTATIVE shall have permission to use the drive at all reasonable times.

Basis of Payment

Payment for TEMPORARY BLUFF ACCESS PATH shall be an allowance provided by the OWNER to include the reshaping, import of gravel, placement and grading of gravel and restoration of the bluff access drive. CONTRACTOR and OWNER shall negotiate actual cost of TEMPORARY BLUFF ACCESS PATH upon completion of the project and inspection of the path conditions. CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the restoration of any temporary access roads necessary to complete the proposed improvements.

8. Tree Protection

The work shall consist of performing the following items in accordance with the applicable portions of IDOT "Standard Specifications for Road and Bridge Construction" Section 201, including the protection of existing plant material as hereinafter defined. Vegetation for protection shall be-flagged by the CONTRACTOR and field identified by OWNER and/or REPRESENTATIVE at the pre-construction meeting and agreed upon prior to the commencement of work. Ultimately, all tree protection measures shall be reviewed and approved by OWNER.

Unless directed otherwise or identified for removal by OWNER and/ or REPRESENTATIVE all trees within 15 feet of heavy construction equipment activity (any equipment larger than a pickup) shall be protected from damage.

The OWNER and/ or REPRESENTATIVE shall meet the CONTRACTOR to walk the project area, and review flagged trees of importance <u>prior</u> to the CONTRACTOR implementing tree protection and conducting any select hand clearing and brush clearing. The purpose of this project walk through will be to guide the CONTRACTOR through areas of OWNER concern.

Basis of Payment

Payment for TREE PROTECTION shall be at the contract lump sum (See Table 2). TREE PROTECTION is not specifically required for trees identified for protection on the bluff slope. These trees shall be flagged and otherwise identified for protection by the CONTRACTOR.

9. Tree Removal (Clearing)

The project will involve select hand clearing of trees, shrubs and woody scrub vegetation within the tree removal area of the bluff. The extent of the clearing area shall be flagged by the CONTRACTOR and approved by the OWNER prior to any clearing activity. Trees identified for removal are shown and listed in the engineering drawings. OWNER reserves the right to selectively deduct trees for removal based on field conditions.

OWNER is responsible for tree removal permit application from the City of Highland Park and will field mark those trees approved for removal.

All trees greater than two inches (2") in diameter at a point 4.5 feet above the highest ground level at the base of the tree shall be considered a tree and the clearing and removal cost shall be paid for at the TREE REMOVAL lump sum price.

Tree stumps shall be trimmed to an elevation approximately 6-8" above adjacent grade, measured at the middle of the trunk.

Tree stumps and root balls shall be left in place within the bluff face. Not stump or root ball removal shall be performed.

Basis of Payment

Payment for TREE REMOVAL shall be at the contract lump sum price.

10. Disposal of Material

All cut woody materials shall be removed from the site and properly disposed of prior to receiving payment from OWNER. CONTRACTOR will be responsible for acquiring all the necessary permits needed to properly dispose of these materials legally and in an environmentally safe manner.

CONTRACTOR is also responsible for safe disposal of all material when hauling the material. Wood chip trucks must be covered or closed during transportation of material.

Basis of Payment

Payment for DISPOSAL OF MATERIAL shall be incidental to the contract price and will not be paid for separately.

11. Temporary Stockpile Sites

If CONTRACTOR determines temporary stockpile space is necessary for cut woody material; CONTRACTOR must discuss the location of the temporary stockpile with OWNER and/or REPRESENTATIVE. Cut woody material which is washed into Lake Michigan by severe wave activity are the sole responsibility of the CONTRACTOR. Stockpile locations shall be approved by OWNER and/or REPRESENTATIVE and not located on the beach.

Basis of Payment

Payment for TEMPORARY STOCKPILE SITES shall be incidental to the contract price.

12. (Temporary) Bluff Grading Erosion Control Blanket (0.75 acre)

A short-term, completely biodegradable blanket such as S75BN by North American Green, or approved equal, shall be installed on all disturbed grading areas. Note: All disturbed areas are to be seeded and covered with four inches of topsoil prior to blanketing (see Topsoil Strip and Placement and Native Seeding).

Installation shall be performed as soon as possible (within 24 hours) when the CONTRACTOR achieves final topdressing grades and immediately following installation of permanent seed. Secure blanket with non-metal biodegradable staple/stake in accordance with manufacture's recommendations.

Basis of Payment

Payment for BLUFF GRADING EROSION CONTROL BLANKET shall be at the contract lump sum price and shall include installation and maintenance (re-stapling/staking, replacement, etc.) as required.

13. Slope Disturbance Erosion Control Blanket

Within the 2.85 acre tree removal area, any disturbed slope areas shall be protected with temporary erosion control blanket within 24 hours of impact to the slopes. A short-term, completely biodegradable blanket such as S75BN by North American Green, or approved equal, shall be installed on all disturbed slope areas. Note: All disturbed areas are to be seeded and covered with four inches of topsoil prior to blanketing (see Topsoil Strip and Placement and Native Seeding).

Installation shall be performed as soon as possible when the CONTRATOR clears and moves on from a section of the bluff slope. Secure blanket with non-metal biodegradable staple/stake in accordance with manufacture's recommendations.

The contractor should do everything in their means to limit slope disturbance and limit the amount of blanket required. Requirement for SLOPE DISTURBANCE EROSION CONTROL BLANKET shall be determined by OWNER and/or REPRESENTATIVE based on visual observation of disturbed areas which exceed approximately 10 square feet of open soil.

Basis of payment

Payment for SLOPE DISTURBANCE EROSION CONTROL BLANKET shall be incidental to the TREE REMOVAL line item. Payment shall include installation and maintenance (restapling/staking, replacement, etc.) as required.

14. Topsoil Strip and Placement (1,302 cubic yards)

This work shall consist of the excavation of the topsoil and stockpiling the material on-site. This item includes removing the material from the stockpile and placing 4 inches of topsoil material over the final subgrade as shown on the plans in accordance with Section 211 of the Standard Specifications. Temporary earth stockpiles will be allowed within the top of bluff limits. Stockpile locations to be approved by OWNER and/or REPRESENTATIVE.

Construction Methods

Topsoil re-spread activities shall be executed with low ground pressure equipment (wide track dozer and back hoe) so that compaction of the topsoil and exposed subsoil is minimized. Wheel-based vehicles shall not be used for topdressing work, as they result in severe surface compaction. It is critical to the planting and seeding success that compaction of the surface is avoided.

All disturbed areas to be seeded and planted will be covered with 4 inches of topsoil.

Topsoil re-spread activities on the bluff face shall be performed with a long reach backhoe or by hand. **Equipment is not permitted to access the bluff face.**

On-site topsoil may be used for top-dress material. The majority of soil borings within the project area (top of bluff) had topsoil depths between 8 inches and 12 inches.

Only short-term storage of top-dress materials is allowed in order to accommodate the over-excavation work. If placement of top-dress materials can occur immediately following excavation, stockpiling shall not be conducted.

Tree protection shall be considered when locating stockpiles.

Basis of Payment

This work will be paid at the contract lump sum price. TOPSOIL STRIP AND PLACEMENT, complete in place and accepted, and shall include all labor, equipment and materials necessary to complete the work as specified. The contractor will be paid for the handling of earthwork materials once regardless of staging operations.

15. Earthwork (2,450 cubic yards)

This work shall consist of the excavation and relocation of suitable excavated material as per the engineering design and/or the excavation, transportation, and disposal of excavated material according to Section 202 of the Standard Specifications except as modified herein. Earthwork will also include all aggregate surfaces, bases and sub-bases.

Materials

Earth Excavation Material shall be considered all those materials, **except topsoil stripping**, excavated from the project site.

Construction Methods

- 1. Primary excavation shall not be performed by scrapers. Given the sheer bluff conditions of the work zone, the CONTRACTOR shall consider a long reach backhoe or other equipment required to excavate and lift the soil materials over the bluff face. CONTRACTOR shall confirm dry conditions exist before performing EARTHWORK. CONTRACTOR to confirm the working surface for the equipment is safe for access, or shall by some other means tie off the equipment to prevent it from sliding down the bluff face during earthwork activities.
- 2. Excavated material re-spread activities on the top of bluff shall be executed with low ground pressure equipment (wide track dozer and backhoe) so that compaction of the topsoil and exposed subsoil is minimized. Wheel-based vehicles shall not be used for this work, as they result in severe surface compaction. It is critical to the planting and seeding success that compaction of the surface is avoided.
- 3. The surface of any excavated or graded mitigation area shall be top-dressed with a 4-inch-thick topsoil layer. To accomplish this, 4 inches of over-excavation may be necessary.
- 4. Following topdressing activities, the surface of the **top of bluff grading areas** shall be disked to create a seedbed with clods reduced to a diameter of 3 inches or less. Following disking, the areas shall be dragged with a harrow or similar device in order to further break clods and level the seedbed. Disking wet soils shall not be conducted.
- 5. Following top-dressing activities **on the bluff face**, the areas shall be hand raked to reduce rivulets, crusting and caking and clod diameter to 3 inches or less.
- 6. No wheel traffic shall occur in the top-dress areas during and following final grading, except for a tractor to conduct disking and seedbed preparation.

Basis of Payment

This work will be paid at the contract lump sum price of EARTHWORK, complete in place and accepted, and shall include all labor, equipment and materials necessary to complete the work as specified. The contractor will be paid for the handling of earthwork materials once regardless of staging operations.

16. Native Seeding (2.85 acres)

This work shall consist of furnishing, transporting, and installation of the Stabilization Seed Mix in the locations shown on the drawings. This seed mix is provided in the drawings and **Table 3: Millard Bluff Seed & Plug Mix** and shall be installed throughout the Tree Removal Zone including on the graded portions of the face of the bluff slope and in the case of any areas disturbed by tree removal activities.

Seedbed Preparation

The CONTRACTOR shall remove excessive stones, roots, and sticks prior to seedbed preparation activities. The CONTRACTOR shall prepare the seedbed by hand raking to reduce clod size to maximum diameter of 3-inches and eliminate rivulets, crusting and caking. **No equipment shall be used on the face of the bluff slope.** Following the seedbed preparation activities, the ground surface shall have minimum compaction, be smooth and level, and be free of plant material and any other debris to promote good seed soil contact. Working in wet soils shall not be permitted.

Seed Installation Schedule

The Stabilization Seed Mix shall be installed as soon as practical following earthwork activities to stabilize these areas. CONTRACTOR is responsible for irrigation as needed to meet the performance standards in the sediment and erosion control requirements. Seeding should be completed by May 26, 2023.

Seeding Conditions

The CONTRACTOR shall examine the grade, verify the elevations, observe the conditions under which work is to be performed, and notify the OWNER of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current weather and soil condition.

Seeding Methods

Seed shall not be sown during high winds or when the seedbed is not in the proper condition for seeding. Seed shall be sown by hand to avoid equipment access on the face of bluff slope. Seed shall be evenly distributed across the regraded slope areas.

Seed Mixtures

All native seed shall be local genotype and origin shall be within a 100 radius of the project site. Proof of origin shall be presented to the OWNER prior to any seeding.

Seed mixes shall be provided in pounds of Pure Live Seed (PLS). Purity and germination tests, no older than twelve months, must be submitted for all seed to verify quantities of bulk seed required to achieve the pounds of PLS specified. All species (grasses, forbs, sedges) will be supplied at 100% PLS. Seed not compliant with PLS requirements will be augmented with additional quantities in order to compensate for the lack of viability and achieve specified amounts of PLS.

Seeds shall be true to name and variety and have the proper stratification and/or scarification to break dormancy for the appropriate planting season.

Species Substitutions

Prior to installation, the OWNER and/or REPRESENTATIVE shall review any species substitutions and reserves the right to deny use of any species if deemed inappropriate for the site. The OWNER must approve all changes to seed mixtures.

Notification & Documentation

Prior to seeding, CONTRACTOR shall provide the seed origin, purity and germination tests for all seed mixes.

The CONTRACTOR shall notify the OWNER 48 hours prior to seeding.

All seed materials shall be subject to inspection by OWNER prior to installation.

After completion of seeding, the CONTRACTOR shall provide the OWNER copies of all seed labels/tags.

Performance Standards

The Native Seeding Performance Standards are provided below. The standards shall be achieved at the end of the time period or year specified in each standard. If a performance standard has not been met at the end of the Vegetation Management Period the CONTRACTOR shall enact appropriate measures at no additional cost to the OWNER, to ensure performance standards are met in the shortest time possible. The CONTRACTOR shall not receive completion and payment for that particular item until performance standards are met.

- 1. A temporary cover crop is included with the permanent native seed mix. Within three months of seeding at least 50% of the seeded areas, as measured by areal coverage, must be vegetated. A minimum 90% vegetative coverage shall be maintained in these areas throughout the duration of this contract.
- 2. These areas shall not contain any rills greater than 3 inches wide and 3 inches deep at any time throughout the duration of this contract.

Table 3: Millard Bluff Seed & Plug Mix

Millard Bluff Seed and Plug Mix						
Scientific Name Common Name Seeding Rate (lbs/ac) Planting Rate (plugs/ac)						
Grasses & Sedges						
Andropogon gerardii	Big Bluestem	0.000	750			
Boutelous curtipendula	Side-oats Grama	10.000	0			
Carex pennsylvanica	Penn Sedge	0.000	750			
Elymus canadensis	Canada Wild Rye	3.000	750			
Elymus hystrix	Bottlebrush Grass	0.000	750			
Elymus virginicus	Virginia Wild Rye	0.000	750			
Panicum virgatum	Switch Grass	3.000	750			

Schizachyrium scoparium	Little Bluestem	10.000	750
Total Permanent Species:		26.000	5250
Cover			
Avena sativa	Seed Oats	32.000	0

Basis of Payment:

This work will be paid for at the contract lump sum price for NATIVE SEEDING and shall include all labor, equipment, and materials necessary to complete the work as specified herein and on the plans.

17. Turf Seeding (0.40 acre)

This item shall consist of furnishing, transporting and installing TURF SEED as shown on the plans. Seeding shall follow IDOT Standard Section 250, and TURF SEED shall be Class 1B Low Maintenance Lawn Mixture.

Basis of Payment

This work shall be measured and paid for at the contract lump sum price of TURF SEED and shall include supply, transportation, labor, equipment, installation and maintenance as required.

18. Plant plug installation (0.35 acre)

This work shall consist of furnishing, transporting, and installing container plant mix in the areas shown on the drawings. These plant plug mixes are provided above in Table 3: Millard Bluff Seed and Plug Mix.

Planting Timing

Planting activities for plugs shall be performed following installation of the seed mixes and blanket, between September 1 and October 13, 2023 under favorable conditions.

Materials

The plant plugs shall be container grown and have minimum shoot heights of 12 inches at the time of planting. Unless specified differently in the plant mix tables the container dimensions shall be at least 2 3/8 inches wide and 3 3/4 inches deep. Soil saturation shall be maintained for all container plants until installation.

All plant material shall be provided in containers per the size specified above. Plant material shall not be provided as dormant root material (i.e., tubers, rhizomes) or bare root material.

Plant material must be local genotype and be from a radius of 100 miles from the site.

All container plant material shall be inoculated with mycorrhizal fungi.

Container plants shall exhibit root growth sufficient to hold all soil intact when removed from container.

Delivery & Plant Care

The CONTRACTOR shall provide the OWNER and/or REPRESENTATIVE 48-hour notice when the plugs will be delivered to the site. Plants on-site shall be kept watered and protected from the sun, wind and mechanical damage. During the plant establishment period,

CONTRACTOR may need to manually irrigate these planting areas to achieve required survivorship.

Species Substitutions

Prior to installation, the OWNER and/or REPRESENTATIVE shall review any species substitutions and reserves the authority to deny use of any species or quantity if deemed inappropriate for the site. Any species substitutions and/or change in quantity shall be discussed and approved by the OWNER. All possible qualified native nursery options shall be exhausted prior to species substitutions are considered.

Notification & Documentation

CONTRACTOR shall notify the OWNER 48-hours prior to the start of planting activities and all subsequent plant deliveries.

Performance Standards

CONTRACTOR shall meet the requirements of the Native Seeding Performance Standards for these areas in addition to a 90% plant plug survivorship on October 27, 2023.

Basis of Payment

This work will be paid for at the contract lump sum price for PLANT PLUG INSTALLATION and shall include all labor, equipment, and materials necessary to complete the work as specified. Plant maintenance activities including irrigation will not be paid for separately, but shall be included in the contract price per plant, and no additional compensation will be allowed.

19. Stabilized construction entrance

This item shall consist of furnishing and installing STABILIZED CONSTRUCTION ENTRANCE as shown on the plans. Construction shall follow the Natural Resources Conservation Service detail IL-630 as shown on the plans.

Basis of Payment

This work shall be measured and paid for at the contract lump sum price of STABILIZED CONSTRUCTION ENTRANCE and shall include supply, transportation, labor, equipment, installation and maintenance as required.

20. Coconut fiber log (1,000 linear feet)

This item shall consist of furnishing and installing COCONUT FIBER LOG as detailed and shown on the plans. The coconut fiber logs shall be manufactured from an open weave geotextile with interior filter materials comprised of curled fibers with soft interlocking barbs. Fibers shall be evenly distributed throughout the diameter and form a strong, organic filtration matrix. CONTRACTOR to provide a fiber log cut sheet for approval by the OWNER.

Basis of Payment

This work shall be measured and paid for at the contract lump sum price of COCONUT FIBER LOG and shall include supply, transportation, labor, equipment, installation and maintenance as required.

ALTERNATE #1: DBH Price for Additional Tree Removal

This item shall consist of price per DBH for removal of additional trees as designated by the OWNER. Additional trees for removal shall be identified by OWNER to CONTRACTOR as tree removal operations are underway. Additional trees for removal shall be removed and disposed of as described in the specification above. OWNER is responsible for obtaining City of Highland Park tree removal permits.

ALTERNATE #2:

This item shall consist of furnishing additional top-dress material to complete topsoil replacement per the engineering design.

If additional top-dress material is needed, the imported top dress material shall contain an organic matter content of 3% or more and a clay content of 27% or less. The topsoil should be free of debris and gravel materials.

Lake STOT 1

CONTRACT NO. 210275

PARK DISTRICT OF HIGHLAND PARK 636 RIDGE ROAD HIGHLAND PARK, IL 60035

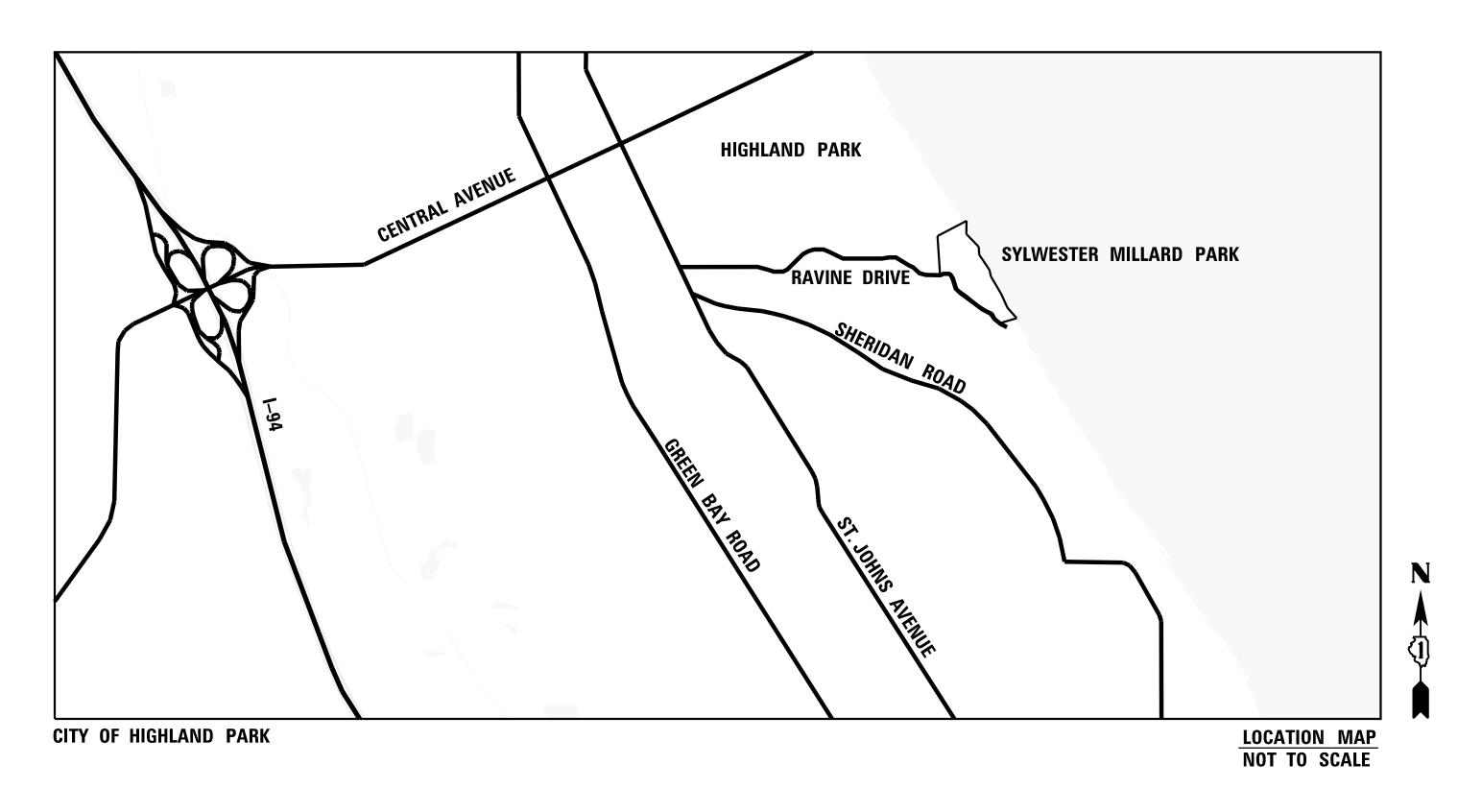
CONTACT:

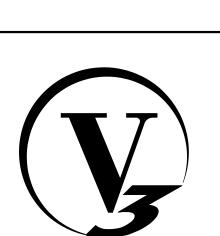
REBECCA GRILL

847-831-3810

MILLARD PARK BLUFF STABILIZATION PLANS

SYLWESTER MILLARD PARK HIGHLAND PARK, IL 60035





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Woodridge, IL 60517
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www.v3co.com



Joint
Utility
Locating
Information
for
Excavators

48 hours before you dig

ORIGINAL ISSUE DATE: 4/8/2022

DESCRIPTION

REVISIONS

BENCHMARKS

SOURCE: LAKE COUNTY, IL BENCHMARK

STATION DESIGNATION: 1 ESTABLISHED BY: UNKNOWN DATE: UNKNOWN ELEVATION: 585.45 (MEASURED AND HELD) DATUM: NAVD88

ELEVATION: 585.45 (MEASURED AND HELD) DATUM: NAVD88 DESCRIPTION: OLD CUT CROSS FOUND ON TOP OF AND AT NORTHEAST CORNER OF CONCRETE BLOCK WITH MANHOLE NEAR SEA WALL EAST OF PARKING LOT

THE ELEVATION ABOVE WERE KNOWN TO BE ACCURATE AS OF THE DATE MEASURED. V3 DOES NOT CERTIFY TO THE ACCURACY THEREAFTER, NOR ASSUMES RESPONSIBILITY FOR THE MIS-USE OR MIS-INTERPRETATION OF THE INFORMATION SHOWN HEREON. IT IS ADVISED THAT ALL ELEVATIONS BE CHECKED BETWEEN EACH OTHER AND VERIFY A MINIMUM OF 3 SURROUNDING UTILITY RIM ELEVATIONS AND ANY ADJACENT BUILDING FINISHED FLOOR OR TOP OF FOUNDATION ELEVATIONS SHOWN HEREON PRIOR TO USE OR COMMENCEMENT OF ANY CONSTRUCTION OR OTHER WORK.

PERSONS USING THIS INFORMATION ARE TO CONTACT V3 IMMEDIATELY WITH ANY DISCREPANCIES FOUND PRIOR TO THE START OF ANY WORK.

PROFESSIONAL ENGINEER'S CERTIFICATION

I, GREGORY V. WOLTERSTORFF, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS SUBMISSION WAS PREPARED ON BEHALF OF V3 WETLAND RESTORATION, LLC. BY V3 COMPANIES UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

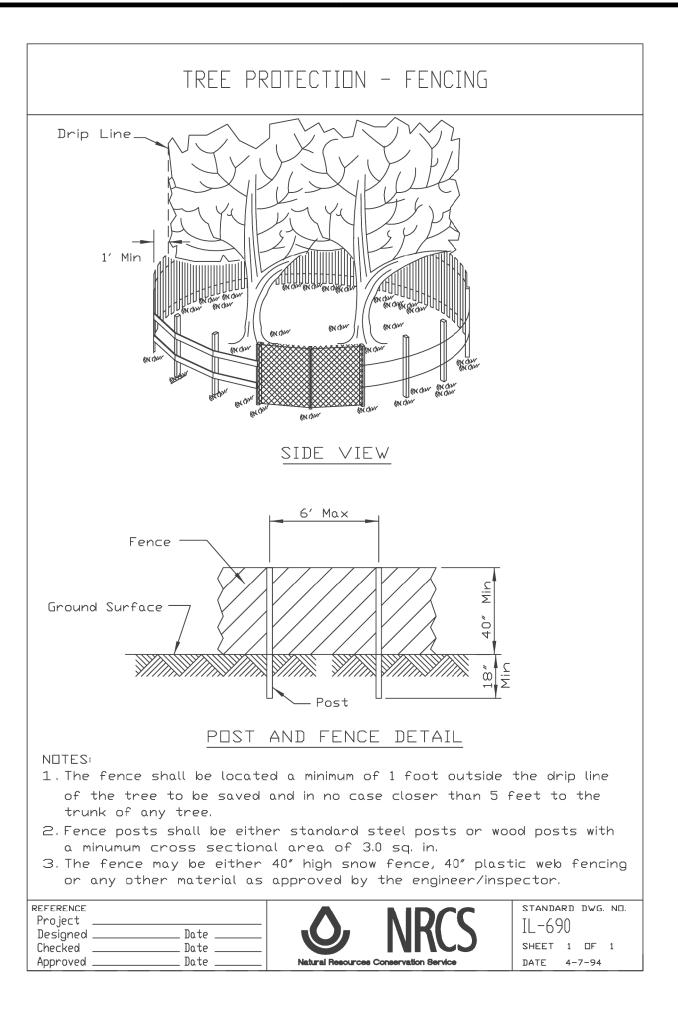
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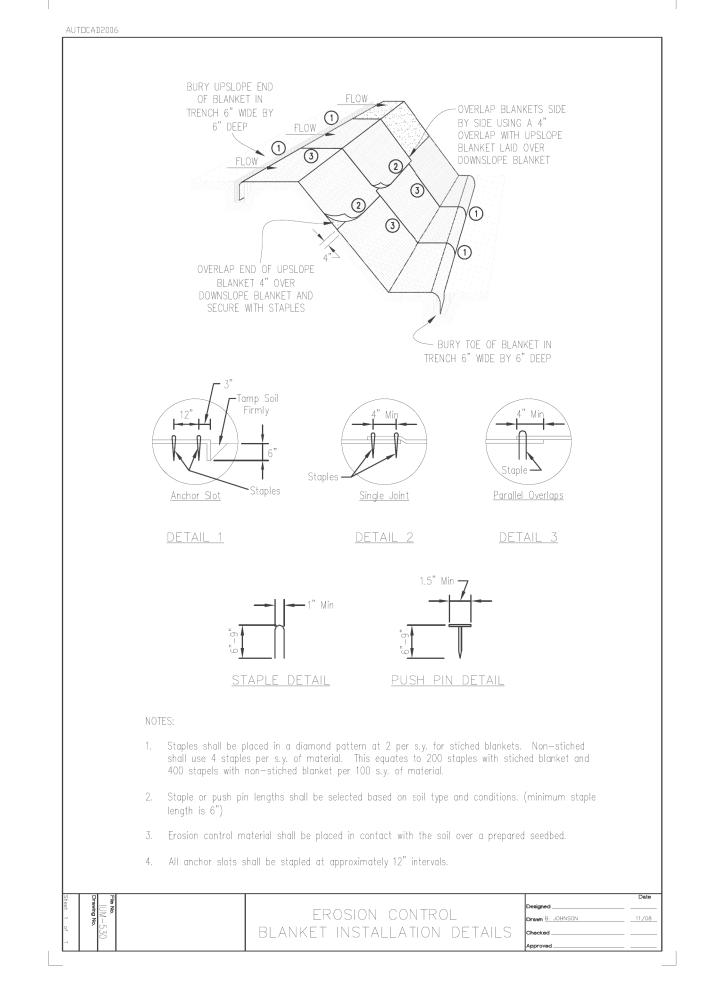
ILLINOIS LICENSED PROFESSIONAL ENGINEER 062-054603 MY LICENSE EXPIRES ON NOVEMBER 30, 2023

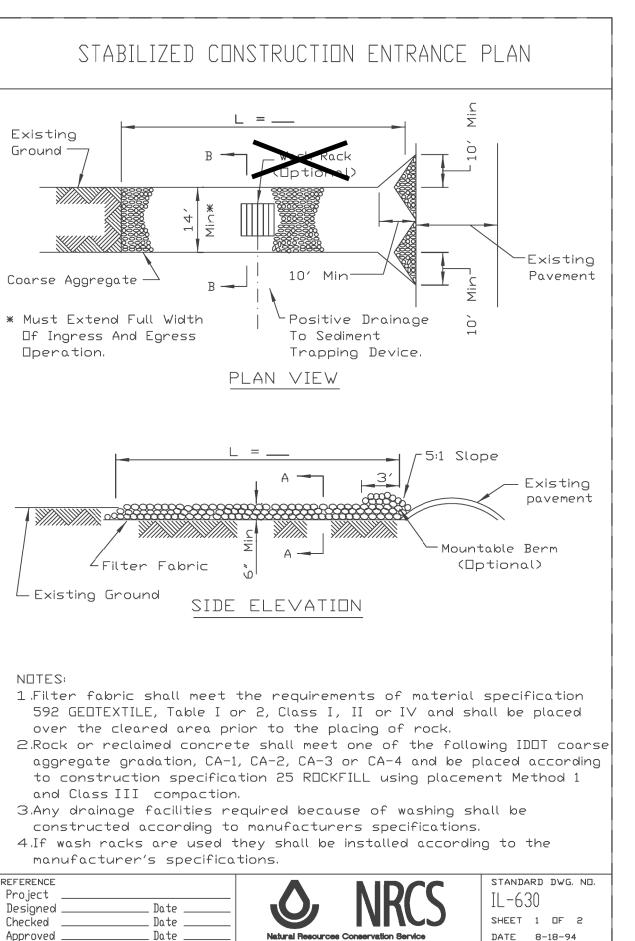
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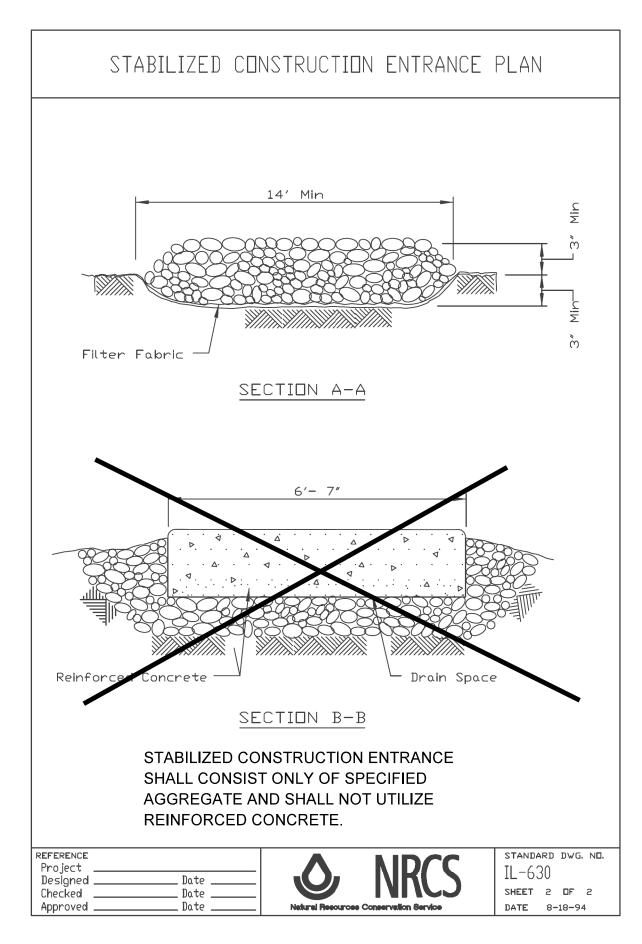
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Schedule of Quantities						
PAY ITEM	UNIT	QUANTITY				
Mobilization	Lump Sum	1				
Tree Protection	Each	30				
Stabilized Construction Entrance	Each	1				
Temporary Beach Access Path	Lump Sum	1				
Temporary Bluff Access Path	Allowance	1				
Clearing	Lump Sum	1				
Coconut Fiber Log	Linear Foot	1,000				
Topsoil Strip to Stockpile						
Topsoil Strip/Stockpile to Respread						
Earthwork						
Temporary Erosion Control Blanket	Acre	0.75				
Turf Seed Mix	Acre	0.40				
Native Seed Mix	Acre	2.85				
Plant Plug Installation	Acre	0.35				

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GENERALNOTES_2.0 DRIGINAL ISSUE DATE: CHECKED BY: 4/8/2022

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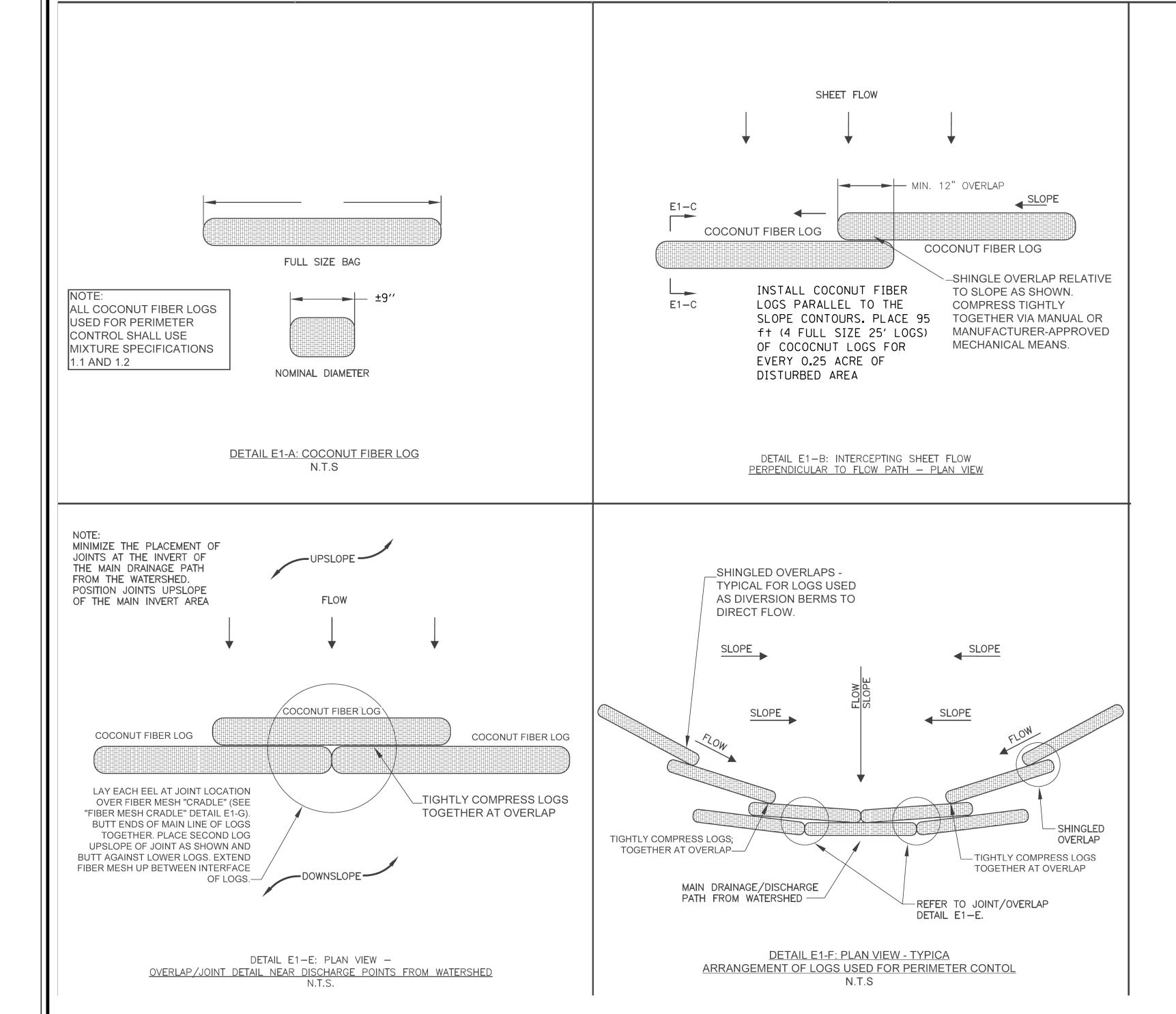
GVW HIGHLAND PARK

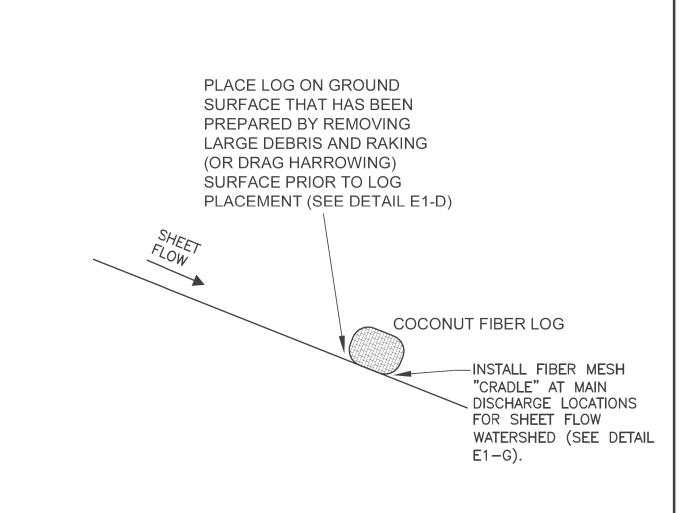
MILLARD PARK BLUFF STABILIZATION

ILLINOIS

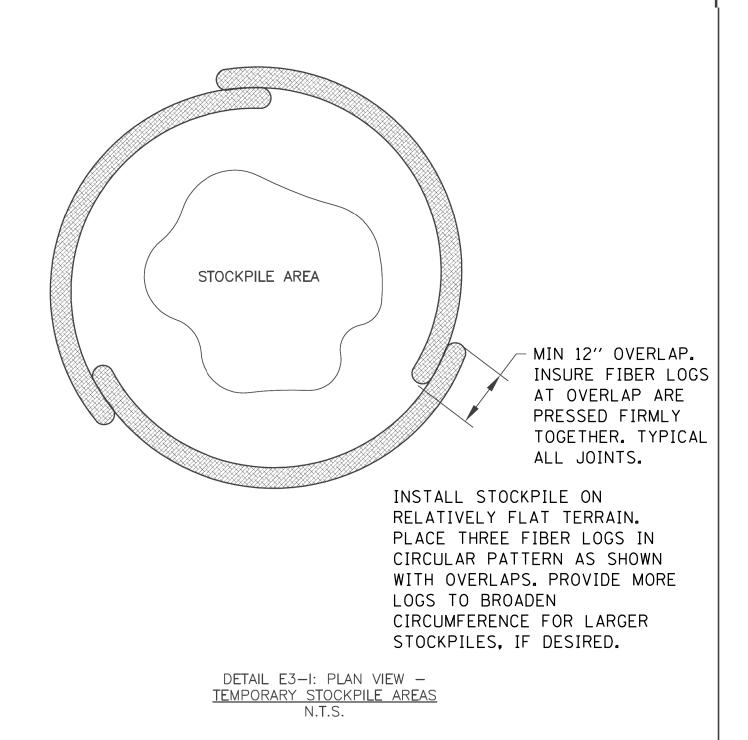
STANDARD DETAILS AND QUANTITIES

DRAWING NO.





DETAIL E1-C: INTERCEPTING SHEET FLOW PERPENDICULAR TO FLOW PATH - PLAN VIEW



GENERAL NOTES:

1. COCONUT FIBER LOGS SHALL BE MANUFACTURED FROM AN OPEN WEAVE GEOTEXTILE WITH INTERIOR FILTER MATERIALS COMPRISED OF CURLED FIBERS WITH SOFT, INTERLOCKING BARBS TO FORM A STRONG, ORGANIC FILTRATION MATRIX. A MINIMUM OF 80% OF THE FIBERS SHALL BE 6 In. OR GREATER IN LENGTH. FIBERS SHALL BE EVENLY DISTRIBUTED THROUGHOUT THE DIAMETER AND LENGTH OF THE FIBER LOG. THE FIBERS SHALL BE SEED FREE. DENSITY OF THE FIBER LOGS SHALL NOT EXCEED 2.6 lb/ft' TO ENSURE NECESSARY FLOW RATES FOR FILTERING.

2. LENGTHS OF COCONUT FIBER LOGS SHALL BE A NOMINAL |25 FEET AND NOMINAL DIAMETER SHALL BE |9 INCHES

3. COCONUT FIBER LOGS CAN BE PLACED AT THE TOP, ON THE FACE, OR AT THE TOE OF SLOPES TO INTERCEPT RUNOFF, REDUCE FLOW VELOCITY, RELEASE THE RUNOFF AS SHEET FLOW AND PROVIDE REMOVAL OF SEDIMENT FROM THE RUNOFF.

4. COCONUT FIBER LOGS SHALL BE INSTALLED ALONG THE GROUND CONTOUR, AT THE TOE OF SLOPES, AT AN ANGLE TO THE CONTOUR TO DIRECT FLOW AS A DIVERSION BERM, AROUND INLET STRUCTURES, IN A DITCH AS A CHECK DAM TO HELP REDUCE SUSPENDED SOLIDS LOADING AND RETAIN SEDIMENT, OR AS A GENERAL FILTER FOR ANY DISTURBED SOIL AREA.

5. NO TRENCHING IS REQUIRED FOR INSTALLATION OF COCONUT FIBER LOGS

6. PREPARE BED FOR LOG INSTALLATION BY REMOVING ANY LARGE DEBRIS INCLUDING ROCKS, SOIL CLODS, AND WOODY VEGETATION. COCONUT FIBER LOGS CAN ALSO BE PLACED OVER PAVED SURFACES INCLUDING CONCRETE AND ASPHALT WITH NO SURFACE PREPARATION REQUIRED.

7. RAKE BED AREA WITH A HAND RAKE OR BY DRAG HARROW

8. DO NOT PLACE COCONUT FIBER LOG DIRECTLY OVER RILL AND GULLIES UNTIL AREA HAS BEEN HAND-EXCAVATED AND RAKED TO PROVIDE A LEVEL BEDDING SURFACE. ALL SURFACES SHALL BE UNIFORMLY COMPACTED FOR MAXIMUM SEATING OF LOGS IN PLACE.

9. IF MORE THAN ONE COCONUT FIBER LOG IS PLACED IN A ROW, THE LOGS SHALL BE OVERLAPPED A MINIMUM OF 12 INCHES TO PREVENT FLOW AND SEDIMENT FROM PASSING THROUGH THIS FIELD JOINT. COMPRESS THE TWO LOGS OF THE OVERLAP TIGHTLY TOGETHER EITHER BY HAND OR MANUFACTURER -APPROVED MECHANIZED MEANS.

10. COCONUT FIBER LOGS SHALL REMAIN IN PLACE UNTIL FULLY ESTABLISHED VEGETATION HAS COMPLETELY DEVELOPED OR UNTIL THE STORAGE CAPACITY/FUNCTIONAL LIFE OF THE LOG HAS BEEN EXHAUSTED (REQUIRING REPLACEMENT WITH NEW LOGS)

Spacing Recommendations for Coconut Flber Logs for Perimeter Controls and Intercepting Sheet Flow on Slopes

slope(%)	SINGLE LOG SPACING (FT)	*STACKED DUAL LOG SPACING (FT)
0.5	300	N/A
1	200	N/A
2	160	N/A
3	80	N/A
4	50	N/A
5	40	N/A
6	35	N/A
8	30	N/A
10	25	N/A
15	17	N/A
20	12	25
25	7	15
33	N/A	10
50	N/A	6

* DUAL STACK REFERS TO TWO FIBER LOGS STACKED ATOP ONE ANOTHER AND STABILIZED WITH T-POSTS. SEE DETAIL E2-E ON

3	

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REVISIONS DESCRIPTION NO. DATE NO. DATE DESCRIPTION

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MILLARD PARK **BLUFF STABILIZATION**

ILLINOIS

EROSION CONTROL NOTES AND DETAILS

DRAWING NO.

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES

- A. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
- B. FOR THOSE DEVELOPMENTS THAT REQUIRE A DESIGNATED EROSION CONTROL INSPECTOR (DECI), INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
 - UPON COMPLETION OF SEDIMENT AND RUNOFF CONTROL MEASURES (INCLUDING PERIMETER CONTROLS AND DIVERSIONS), PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.
 - AFTER EVERY SEVEN (7) CALENDAR DAYS OR STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
- C. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
- D. A STABILIZED MAT OF CRUSHED STONE MEETING IDOT GRADATION CA-1 UNDERLAIN WITH FILTER FABRIC AND IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, OR OTHER APPROPRIATE MEASURE(S) AS APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
- E. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN.
- F. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE OR REDISTURBANCE.
- G. ALL STOCKPILES SHALL HAVE APPROPRIATE MEASURES TO PREVENT EROSION. STOCKPILES SHALL NOT BE PLACED IN FLOOD PRONE AREAS OR WETLANDS AND DESIGNATED BUFFERS.
- H. SLOPES STEEPER THAN 3H:1V SHALL BE STABILIZED WITH APPROPRIATE MEASURESAS APPROVED BY THE ENFORCEMENT OFFICER.
- APPROPRIATE EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN THE NORMAL WATER LEVEL AND HIGH WATER LEVEL.
- STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.
- K. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DISCHARGES SHALL BE ROUTED THROUGH AN APPROVED ANIONIC POLYMER DEWATERING SYSTEM OR A SIMILAR MEASURE AS APPROVED BY THE ENFORCEMENT OFFICER. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE ENFORCEMENT OFFICER, OR APPROVED REPRESENTATIVE, MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
- L. IF INSTALLED SOIL EROSION AND SEDIMENT CONTROL MEASURES DO NOT MINIMIZE SEDIMENT LEAVING THE DEVELOPMENT SITE, ADDITIONAL MEASURES SUCH AS ANIONIC POLYMERS OR FILTRATION SYSTEMS MAY BE REQUIRED BY THE ENFORCEMENT OFFICER.
- M. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.
- N. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
- O. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

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.v3co.com						
to Transform with Excellence"						

PROJECT NO.:	
210275.01	
FILE NAME:	
ORIGINAL ISSUE DATE:	
4/8/2022	
SCALE:	
SEE SCALE	
	210275.01 FILE NAME: ORIGINAL ISSUE DATE: 4/8/2022 SCALE:

MILLARD PARK **BLUFF STABILIZATION**

DRAWING NO.

