

# **Invitation for Bid**

Labor and Materials Wednesday, February 23, 2022

# **2022 Moraine Park Path Improvements**

Site Location: Moraine Park 2501 Sheridan Road Highland Park, IL 60035

MANDATORY PRE-BID MEETING: Monday, February 28, 2022, 1:00pm 2501 Sheridan Road Highland Park, IL 60035

**BID OPENING:** 

Wednesday, March 9, 2022, 2:30pm 636 Ridge Road Highland Park, IL 60035

Jeff Smith
Park District of Highland Park
636 Ridge Road
Highland Park, IL 60035

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# **ADVERTISEMENT FOR BID**

The Park District of Highland Park is accepting sealed bids for the 2022 Moraine Park Path Improvements. Questions regarding this bid should be directed to Jeff Smith at 847.579.3109 or jsmith@pdhp.org.

The bid packet, specifications and plans are available on our website at <a href="http://www.pdhp.org/bids-rfps/">http://www.pdhp.org/bids-rfps/</a>. Please note that if you intend to submit a bid for this project, then it is your responsibility to register with Jeff Smith via jsmith@pdhp.org or 847.579.3109. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder. Sealed bids for these items will be received no later than 2:30pm on Wednesday, March 9, 2022, at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 1:00pm on Monday, February 28. The pre-bid meeting will be held at: 2501 Sheridan Road, Highland Park, IL

Completed bids must be submitted in sealed opaque envelopes marked 2022 Moraine Park Path Improvements and mailed or brought into the Park District of Highland Park, 636 Ridge Road, Highland Park, IL 60035; Attn: Brian Romes, Secretary.

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: Removal of the existing stone path and retaining walls, and replacement with approximately 250 feet of five-foot-wide boardwalk at Moraine Park, Highland Park, Illinois. The project will also include helical piles, helical tie backs, gabion baskets at ravine shoreline, boulder placement, directional boring approximately 125 feet of 6" pipe from the bottom of ravine to the tableland, construction fencing, tree protection and restoration of all disturbed areas. The scope of work includes all necessary workmanship to satisfactorily complete the work as required by the contract documents. Work will start Monday, May 2, 2022, and conclude by Friday, July 29, 2022.

Contractors bidding on the project must have a minimum of three (3) years of experience in the work or similar.

The bid packet, specifications and plans are available on our website at <a href="http://www.pdhp.org/bids-rfps/">http://www.pdhp.org/bids-rfps/</a>. Please note that if you intend to submit a bid for this project, then it is your responsibility to register with Jeff smith via jsmith@pdhp.org or 847.579.3109. This will identify that you have downloaded the bid documents, and you will then be considered a registered plan holder. Sealed bids for these items will be received no later than 2:30pm on Wednesday, March 9, 2022, at which time they will be publicly opened and read aloud.

There is a MANDATORY PRE-BID MEETING at 1:00pm on Monday, February 28, 2022. The pre-bid meeting will be held at the project site: 2501 Sheridan Road, Highland Park. IL.

Completed bids must be submitted in sealed opaque envelopes marked "2022 Moraine Park Path Improvements" and mailed or brought into the Park District of Highland Park, 636 Ridge Road, Highland Park, Illinois; Attn: Brian Romes, Secretary.

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: <a href="https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx">https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx</a>
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 <a href="https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx">https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx</a>

no later than the 15<sup>th</sup> 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 <a href="https://www.pdhp.org/bids-rfps/">https://www.pdhp.org/bids-rfps/</a>. 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 Jeff smith via jsmith@pdhp.org or 847.579.3109. 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 and addressed as follows: Park District of Highland Park, 636 Ridge Rd., Highland Park, IL 60035.

On the outside of the bid envelope, each sealed bid shall also contain the notation "SEALED BID" along with

- A) 2022 Moraine Park Path Improvements
- B) Bidder's Company Name
- C) Date and Time of Bid Opening

Bids for 2022 Moraine Park Path Improvements shall be received at or before 2:30pm on Wednesday, March 9, 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 bidding the project shall be actively engaged in work of the nature described in the plans and specifications, must have a minimum of three (3) years' experience in that work or similar, and must be able to demonstrate that adequate persons and materials are available to perform the work. 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.

# **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 Monday, May 2, 2022 and work shall be completed by Friday, July 29, 2022. The Owner shall pre-approve start date of project. Work shall be completed in accordance with the following site schedule:

Invitation for Bid Release Mandatory Pre-Bid Meeting Sealed Bids Due No Later Than 2:30pm Anticipated Contract Award Construction Start Project Completion Wednesday, February 23, 2022 Monday, February 28, 2022, at 1:00pm Wednesday, March 9, 2022 Thursday, March 31, 2022 Monday, May 2, 2022 Friday, July 29, 2022

### **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. "Engineer/Architect" shall refer to Daniel Creaney Company 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 Engineer/Architect 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 Engineer/Architect 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 Engineer/Architect 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 Engineer/Architect 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 Engineer/Architect. 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 Engineer/Architect 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 Engineer/Architect 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 <a href="mailto:pdf.dep.org">pdf.geography.org</a> 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, product data and samples concerning materials and equipment. Contractor shall submit spec sheets; show drawing for the following items: PVC coated gabion baskets, HDPE pipe, area draws, helical piles, helical tie backs and boardwalk shop drawings including railings and hardware specifications. 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 Engineer/Architect 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, added as additional insured under this policy."

# **ACKNOWLEDGEMENT OF DOCUMENTS**

1.	Receipt of Documents: Contractor has received a complete set of and understands the meaning of their content, and shall willingly guidelines set forth in these documents.	-	-
	guidennes set fortif in these documents.	Yes	No
2.	Identification of Documents Received: The following is a check should appear in the Bid Documents. Please complete the checkle any of the documents have been omitted.		
		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		
	SCOPE OF WORK		
	DRAWINGS		

# **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 Moraine Park Path Improvements**

# **BASE BID:**

Item No.	Item	Quantity	Unit	Unit Cost	Total
1	GENERAL CONDITIONS				
1.1	Mobilization	1	EA	LS	\$
1.2	Stabilized construction entrance including stairs & bridge protection and restoration & removal upon completion	1	EA	LS	\$
1.3	Temporary construction fencing	225	LF	\$	\$
				Item 1 Total	\$
2	BOARDWALK IMPROVEMENTS				
2.1	Remove/replace repair stone path at east end	25	SF	\$	\$
2.2	Pile 3 lagging bulkhead	1	EA	\$ LS	\$
2.3	Remove existing wood platform adjacent to bridge	72	SF	\$	\$
2.4	Removal of existing stone walls to be crushed & reused for fill material	404	LF	\$	\$
2.5	Removal of existing stone path to be crushed & reused for fill material	1220	SF	\$	\$
2.6	Earthwork & regrading of area north of boardwalk and slope failure south of path	75	CY	\$	\$
2.7	Wood boardwalk including railings stairs & sub structure	1270	SF	\$	\$
2.8	Helical piles	50	EA	\$	\$
2.9	Helical tie backs	25	EA	\$	\$
2.10	Restoration of disturbed area (boardwalk area)	1	EA	LS	\$
				Item 2 Total	\$

# **BID FORM**

(Page 2 of 3)

Item No.	Item	Quantity	Unit	Unit Cost	Total
3	TABLELAND DRAINAGE				
3.1	Hand grading and installation of perforated drains	1	EA	\$ LS	\$
3.2	Directional bore 6" HDPE storm sewer to bottom of ravine	1	EA	\$ LS	\$
3.3	Restoration of disturbed area (tableland area)	1	EA	\$ LS	\$
				Item 3 Total	\$
4	FILL BEHIND STEEL WALLS				
	East Steel Crib				
4.1	3'x3'x6' Gabion baskets, PVC coated with 4"-6" stone fill (double stack)	4	EA		\$
4.2	Stone fill behind wall	30	CY		\$
4.3	18" - 24" Boulders placed in front of Gabion baskets	21	EA		\$
	West Steel Crib				
4.4	3'x3'x6' Gabion baskets, PVC coated with 4"-6" stone fill (double stack)	2	EA		\$
4.5	Stone fill behind wall	40	CY		\$
4.6	18" - 24" Boulders placed in front of Gabion baskets	30	EA		\$
4.7	Restoration of disturbed area (east and west crib area)	1	EA	LS	\$
				Item 4 Total	\$
				TOTAL BASE BID	<b>\$</b>

Addendum No	_,	Dated
Addendum No	_,	Dated
Addendum No	_,	Dated

**Receipt of Addenda**: The receipt of the following addenda is hereby acknowledged:

# **BID FORM**

(Page 3 of 3)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1.		
2.		
3.		
		_
Park Path In carefully exact the cost of the machinery, a called for by payment there	and bidder has carefully examined the plans and specifications for the 2022 Morain improvements as prepared by the Owner and/or Engineer/Architect, and having mined the site and completely familiarized him/herself with local conditions affecting the work: hereby states that he/she will provide all necessary labor, equipment, tool apparatus and all other means of construction, do all the work and furnish all material 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 wor to the summation of the extension of the unit prices.	ng s, s, te
BY:		
<b>D</b> 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
Гelephone Number/E-Mail
Project Completion Date
Project Name
Project Location
Contact Person
Telephone Number/E-Mail
Project Completion Date
Project Name
roject Location
Contact Person
Telephone Number/E-Mail
Project Completion Date
Project Name
Project Location
Contact Person
Felephone Number/E-Mail
Project Completion Date
Project Name
Project Location
Contact Person
Геlephone 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 #
Contractor's organization has been	in business under its present business name for years.
Contractor's organization has had e proposed contract:	experience in work comparable with that required under the
as a prime contracto	r years;
	years.
NamePosition	
Vars of Evnerionea	
Responsibility/Task	
Position	
Years of Experience	
Responsibility/Task	
Name	
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	Individual, Partnership, Corporation
is not barred from bidding on the above refer Park District of Highland Park as a result of	renced Contract, hereby certifies that the Contractor renced contract or entering into a contract with the a violation of either Section 33E-3 Bid-rigging or ois Criminal Code, 720 ILCS 5/33E-1, et. seq., as
Date	
C	Contractor
	By:
	Its:
	Title
STATE OF ILLINOIS ) ) SS	
COUNTY OF )	
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:
  - a. Workers' Compensation:.

```
i. State: Statutory
```

- 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
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\$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)

- c. 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

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.
- 15. 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 agreement shall be in full :, 20 until such tin	force and effect from the ne as it is terminated by the AGENCY.	day	of
PARK DISTRICT OF HIGHLAND PARK	<name contractor="" of=""></name>		
Print Name	Print Name		
Signature	Signature		
Title Date	Title Date		

Page 5 of 5

# **SCOPE OF WORK**

The scope of work for the Moraine Park Path Improvements consists of the removal of the existing stone path and retaining walls. Spoil will be done on site. The stone path will be replaced with approximately 250 feet of five-foot-wide boardwalk. The project will also include helical piles, helical tie backs, gabion baskets at ravine shoreline, boulder placement, hand grading and installation of perforated drains at tableland, directional boring approximately 125 feet of 6" pipe from the bottom of ravine to the tableland, construction fencing, tree protection and restoration of all disturbed areas.

# **DRAWINGS**

No.	Title	Date
	<b>Moraine Park Proposed Site Improvement Plans</b>	
Sheet 1	Cover Sheet	1-31-2022
Sheet 2	General Layout Plan	1-31-2022
Sheet 3	Existing Conditions and Construction Access Plan	1-31-2022
Sheet 4	Existing Conditions and Demolition Plan	1-31-2022
Sheet 5	Details and Notes	1-31-2022
Sheet 6	Details and Notes	1-31-2022
	Moraine Park Path Boardwalk	
S1.1	Plans and Notes	1-31-2022
S2.1	Sections and Details	1-31-2022
S2.2	Stair Sections	1-31-2022

# MORAINE PARK PROPOSED SITE PATH IMPROVEMENTS HIGHLAND PARK, ILLINOIS 60035

UTILITY LEGEND						
<u>EXISTING</u>		PROPOSED				
	STORM SEWER	<del></del>				
	SANITARY SEWER	<del></del>				
	WATER MAIN					
	MANHOLE					
	CATCH BASIN					
	INLET					
$\bigvee$	FIRE HYDRANT	*				
	VALVE VAULT					
Q	LIGHT POLE					
	POWER POLE	•				

Park

Half Day Rd

Prairie Ave - High wood

NorthShore Highland
Park Hospital

NorthShore Highland
Park Hospital

Sunset
Woods Park

Project
Highland Park

Project
La Casa De
Isaac & Moishe

Sunset
Woods Park

Project
La Casa De
Isaac & Moishe

Park Ave W

P

INDEX OF SHEETS

SHEET 1 COVER SHEET

SHEET 2 GENERAL LAYOUT PLAN

SHEET 3 EXISTING CONDITIONS AND CONSTRUCTION ACCESS PLAN

SHEET 4 EXISTING CONDITIONS AND DEMOLITION PLAN

SHEET 5 PROPOSED GRADING AND DRAINAGE PLAN

SHEET 6 DETAILS AND NOTES

SITE BENCHMARK(SBM):Arrow Bolt on Fire Hydrant East of Parking Lot, Elevation=653.96, NAVD'88

Benchmark Determined Using GPS With the Illinois East 1201 Coordinate System, NAVD'88

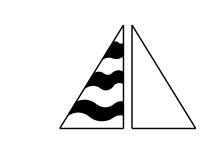




DANIEL A. CREANEY
PE 062-33917
EXPIRATION DATE: 11/30/23

1-31-2022	ALL	ISSUED FOR PERMIT & BID
1-26-2022	ALL	PARK DISTRICT REVIEW 1
DATE	SHEET	REVISION

THESE PLANS OR ANY PART
THERE OF SHALL BE CONSIDERED
VOID WITHOUT THE ENGINEER'S
ORIGINAL SIGNATURE, SEAL,
AND ENDORSEMENT DATE



DATE: 9-17-2021

DANIEL CREANEY COMPANY
CONSULTING CIVIL ENGINEERS
450 SKOKIE BLVD. SUITE 105
NORTHBROOK, ILLINOIS (847) 480-5757

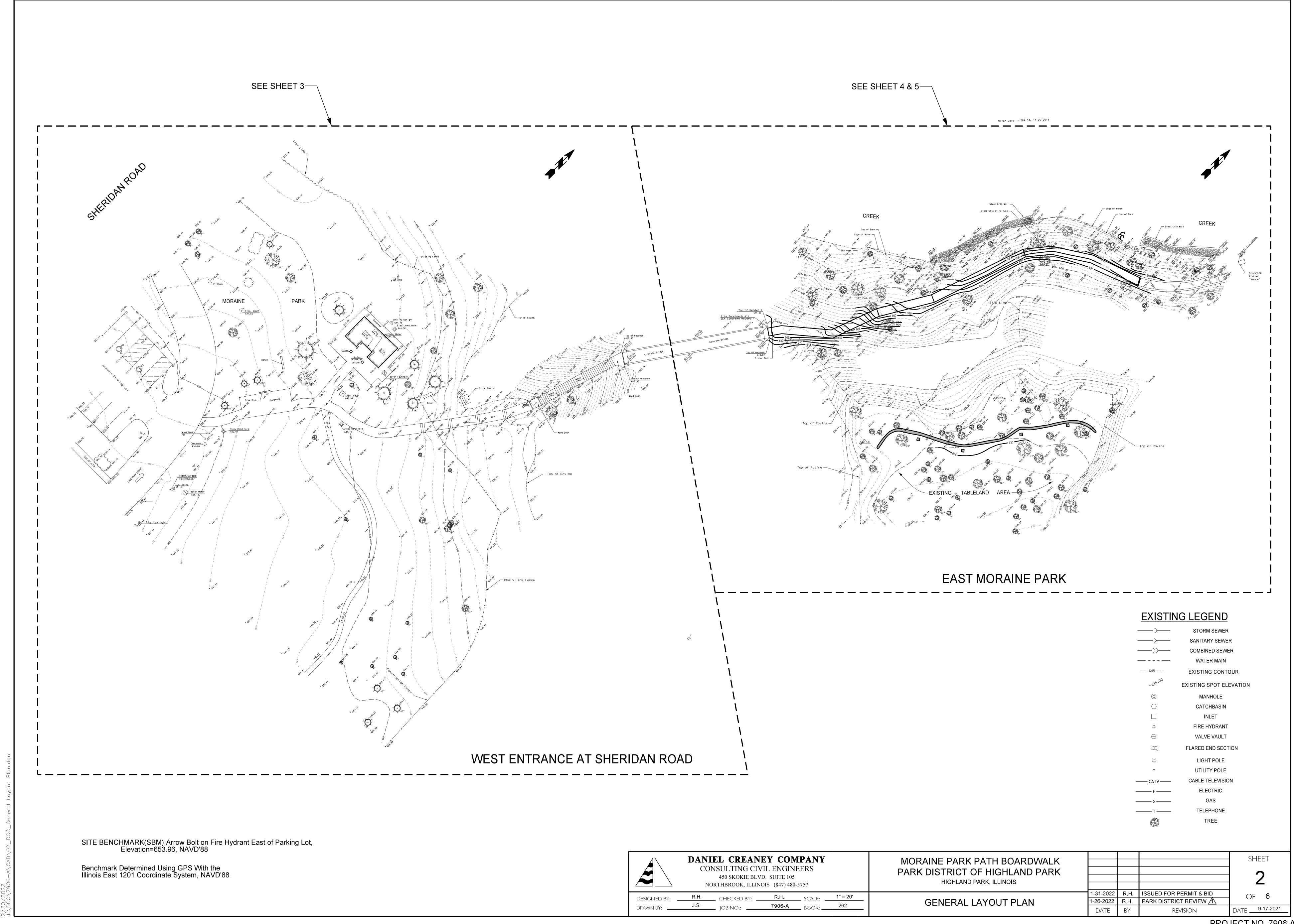
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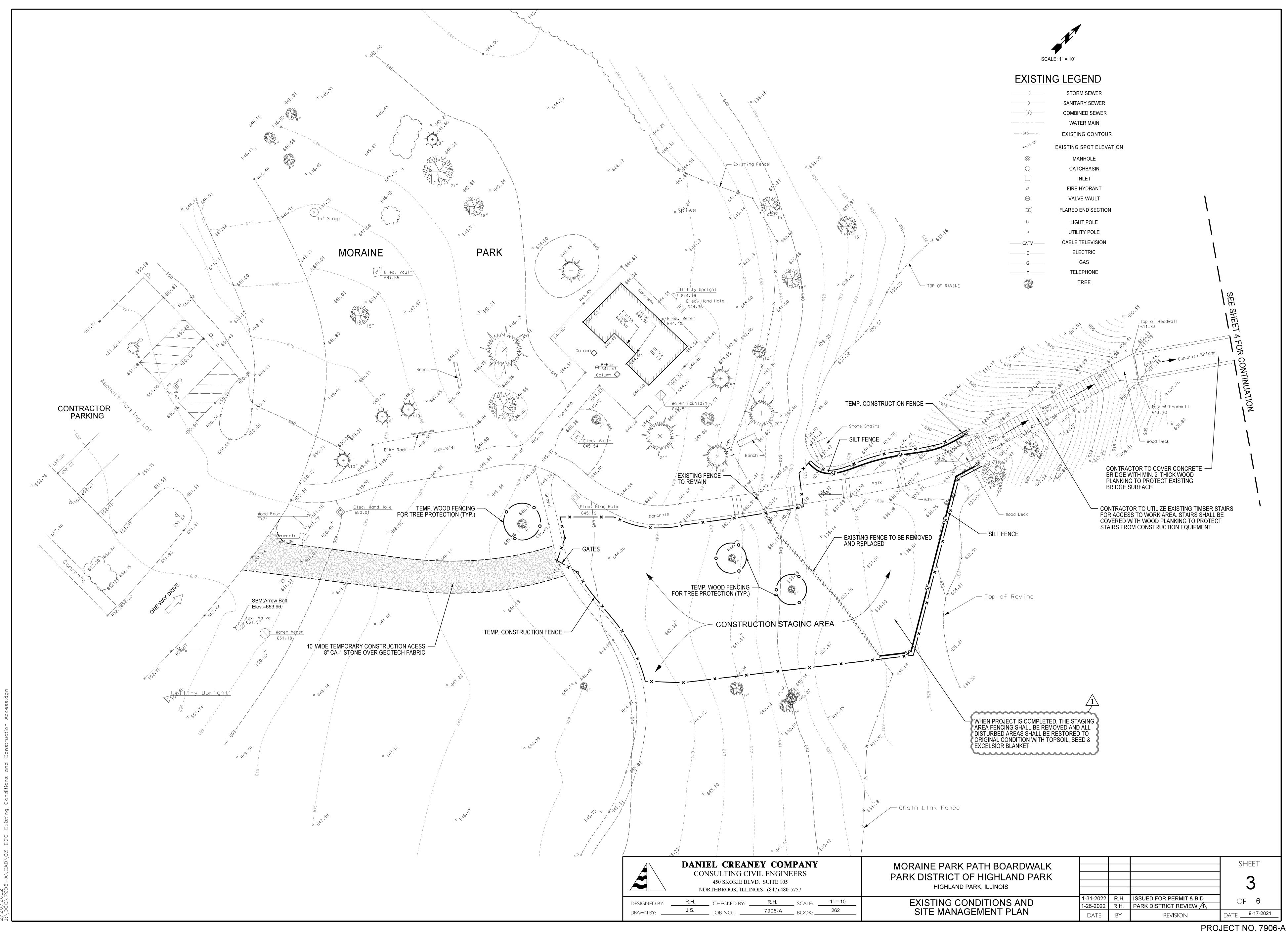
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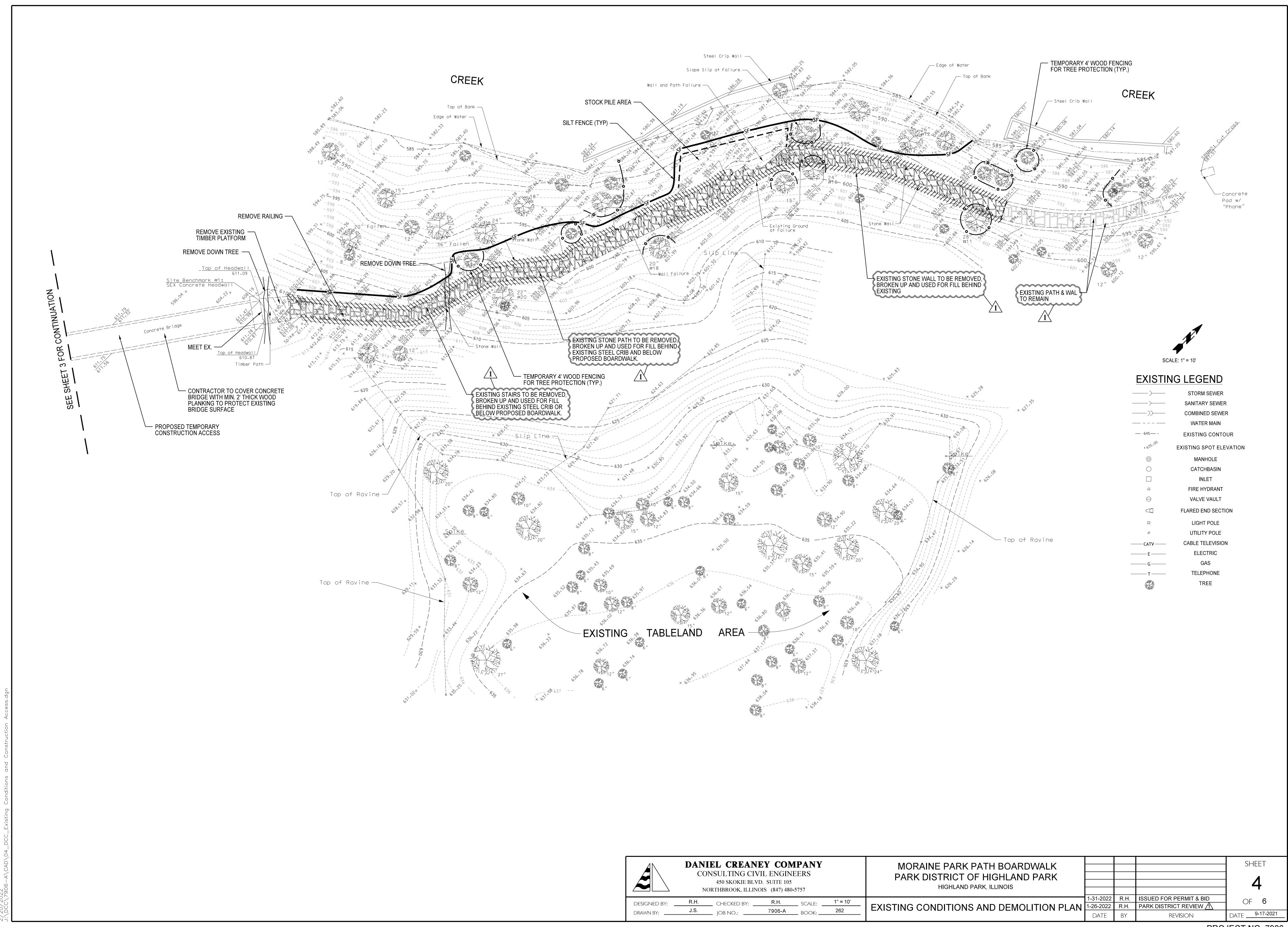
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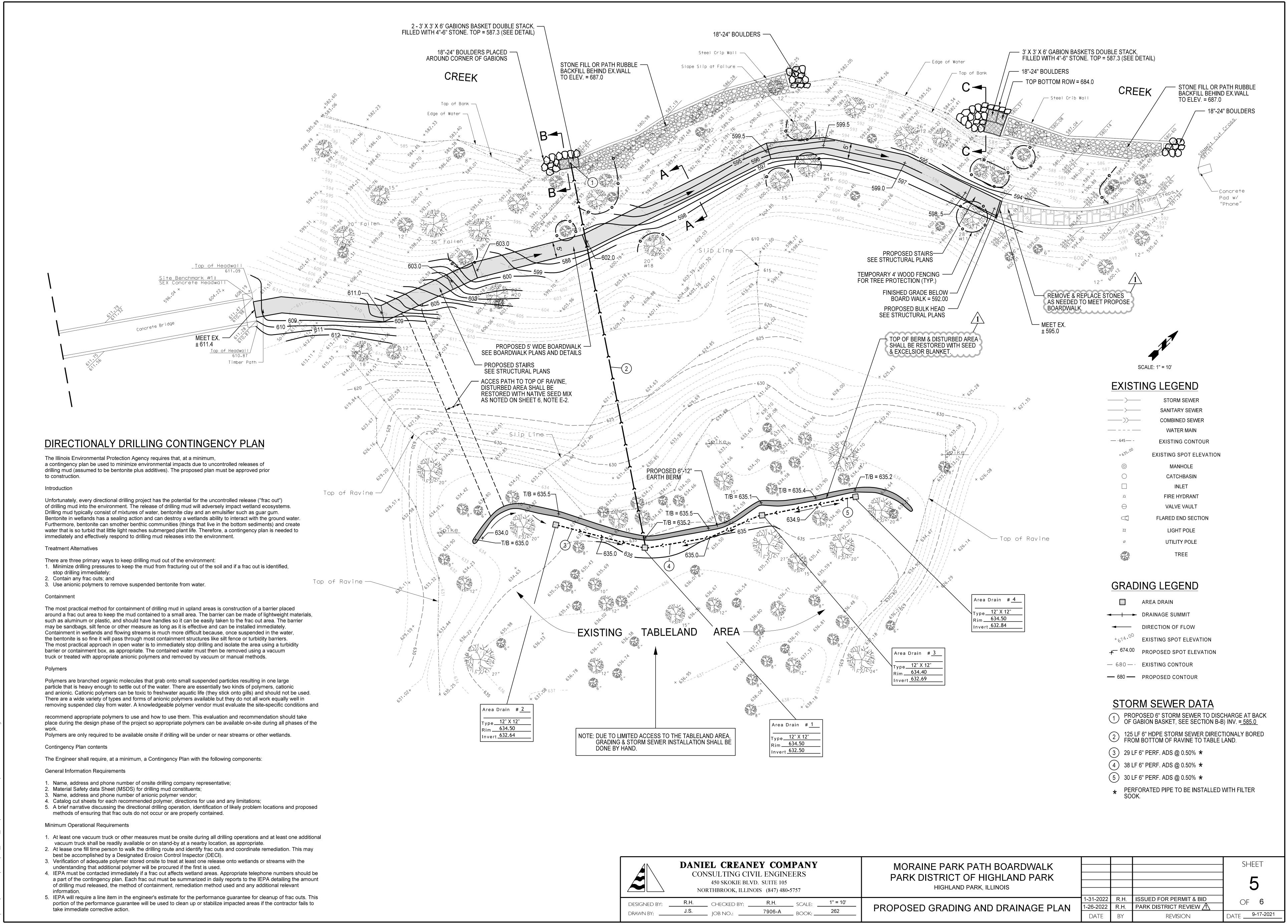
OF 6

2/20/2022









# GENERAL NOTES/SPECIFICATIONS

AS MODIFIED BY THESE SPECIFICATIONS.

GENERAL

- 1. EARTHWORK AND PAVING SPECIFICATIONS
  THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD
  SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST
  EDITION, AND ALL ADDENDA THERETO, SHALL GOVERN THE
  EARTHWORK AND PAVING WORK UNDER THIS CONTRACT, EXCEPT
- 2. UNDERGROUND SPECIFICATIONS
  THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN
  CONSTRUCTION IN ILLINOIS", LATEST EDITION, SHALL GOVERN
  THE UNDERGROUND WORK UNDER THIS CONTRACT, EXCEPT AS
  MODIFIED BY THESE SPECIFICATIONS.
- 3. WORK
  WORK SHALL MEAN THE FURNISHING OF ALL LABOR, MATERIAL,
  EQUIPMENT AND OTHER INCIDENTALS NECESSARY OR CONVENIENT
  TO THE SUCCESSFUL COMPLETION OF THE IMPROVEMENTS DESIGNED
  BY THE ENGINEER AND SHOWN ON THIS SET OF PLANS. WORK
  SHALL ALSO INCLUDE CARRYING OUT OF ALL THE DUTIES AND
  OBLIGATIONS IMPOSED BY THE AGREEMENT BETWEEN THE PARK
  DISTRICT OF HIGHLAND PARK AND THE CONTRACTOR FOR THE PROPER
  INSTALLATION AND ACCEPTANCE OF THE IMPROVEMENTS DESIGNED BY
  THE ENGINEER AND SHOWN ON THIS SET OF PLANS.
- 4. COMPLIANCE WITH LOCAL ORDINANCES
  ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE IN
  ACCORDANCE WITH THE CITY OF HIGHLAND PARK'S ORDINANCES AND
  STANDARDS.
- 5. GUARANTEE
  ALL WORK PERFORMED BY THE CONTRACTOR AND/OR
  SUBCONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED
  TO THE CITY OF HIGHLAND PARK AND PARK DISTRICT OF HIGHLAND
  PARK BY EACH CONTRACTOR AND SUBCONTRACTOR AND HIS SURETY
  FOR A PERIOD OF 12 MONTHS AFTER FINAL ACCEPTANCE OF THE WORK
  AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER
  NATURE
- 6. EXISTING UTILITIES WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION AND ELEVATIONS OF UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO LOCATION AND ELEVATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDERS. THE ENGINEER AND THE PARK DISTRICT OF HIGHLAND PARK ASSUME NORESPONSIBILITY WHATEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION AND ELEVATION OF UTILITY FACILITIES, NOR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT IS EACH CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE ACTUAL LOCATION AND ELEVATION OF ALL UTILITIES. EACH CONTRACTOR AND SUB-CONTRACTOR SHALL OBTAIN FROM ALL RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION RELATIVE TO THE LOCATION AND ELEVATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.
- EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING UNDERGROUND WORK SHALL CONTACT J.U.L.I.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO START OF WORK.
- 7. SAFETY OF WORK
  EACH CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE
  FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY
  PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
  EACH CONTRACTOR AND SUBCONTRACTOR SHALL TAKE ALL
  NECESSARY PRECAUTIONS FOR THE SAFETY OF, AND SHALL
  PROVIDE THE NECESSARY PROTECTION TO PREVENT DAMAGE,
  INJURY OR LOSS TO:
- A) ALL EMPLOYEES ON THE WORK AND OTHER PERSONS AND ORGANIZATIONS WHO MAY BE AFFECTED THEREBY:
- B) ALL THE WORK AND MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE: AND
- C) OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVE-MENTS, ROADWAYS, STRUCTURES, UTILITIES AND UNDERGROUND FACILITIES NOT DESIGNATED FOR REMOVAL, RELOCATIONS OR REPLACEMENT IN THE COURSE OF CONSTRUCTION.
- D) EACH CONTRACTOR AND SUBCONTRACTOR SHALL
  DESIGNATE A RESPONSIBLE REPRESENTATIVE AT THE SITE
  WHOSE DUTY SHALL BE THE PREVENTION OF ACCIDENTS.
  THIS PERSON SHALL BE THE CONTRACTOR'S
  SUPERINTENDENT UNLESS OTHERWISE DESIGNATED IN
  WRITING BY THE CONTRACTOR TO PARK DISTRICT OF HIGHLAND PARK.
- 8. EXISTING ELEVATIONS AND LOCATIONS
  EVERY CONTRACTOR AND SUBCONTRACTOR SHALL VERIFY THE
  ELEVATIONS AND LOCATIONS OF ALL EXISTING INFORMATION AS SHOWN
  ON THE PLANS AND NOTIFY THE ENGINEER OF ALL DISCREPANCIES,
  IN WRITING, PRIOR TO THE COMMENCEMENT OF THE WORK.
- EXISTING UNDERGROUND UTILITIES SHALL BE EXPOSED BY THE CONTRACTORS AND SUBCONTRACTORS PRIOR TO THE START OF CONSTRUCTION TO DETERMINE IF A PROBLEM OR CONFLICT EXISTS WITH THE PROPOSED IMPROVEMENTS AND TO AVOID DELAYS IN THE PROGRESS OF THE WORK ONCE THE WORK COMMENCES.
- 9. NOTIFICATION
  THE CITY OF HIGHLAND PARK'S ENGINEER SHALL BE NOTIFIED BY
  EVERY CONTRACTOR AND SUBCONTRACTOR AT LEAST TWO
  WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 10. COMPLIANCE WITH LAWS AND REGULATIONS
  EVERY CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE
  SAFETY LAWS, REGULATIONS AND ORDINANCES; AND FEDERAL
  SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS
  OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS AND WITH
  ALL PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY
  AND HEALTH ADMINISTRATION (OSHA) STANDARDS. EACH
  CONTRACTOR AND SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING
  A SAFE WORKING PLACE FOR HIS EMPLOYEES. EACH CONTRACTOR
  AND SUBCONTRACTOR IS RESPONSIBLE FOR THE SUPERVISION,
  DIRECTION AND CONDUCT OF THEIR EMPLOYEES, AGENTS,
  MATERIAL SUPPLIERS AND VENDORS.
- 11. INDEMNIFY AND HOLD HARMLESS
  EVERY CONTRACTOR AND SUBCONTRACTOR, BY USING THESE PLANS
  FOR HIS WORK, AGREES TO INDEMNIFY AND HOLD HARMLESS THE
  PARK DISTRICT OF HIGHLAND PARK, THE CITY OF HIGHLAND PARK,
  DANIEL CREANEY COMPANY (THE ENGINEER), HIS EMPLOYEES AND
  AGENTS WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM
  AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST
  OF DEFENSE ARISING OUT OF THE CONTRACTOR'S OR SUBCONTRACTOR'S
  PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT
  INCLUDING THE SOLE NEGLIGENCE OF THE PARK DISTRICT OF HIGHLAND PARK,
  HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.
- EVERY CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE TO THE LIMITS REQUIRED BY THE PARK DISTRICT OF HIGHLAND PARK AND CITY OF HIGHLAND PARK PRIOR TO THE START OF CONSTRUCTION. BY USE OF THESE PLANS, EACH CONTRACTOR AND SUBCONTRACTOR AGREES TO NAME THE CITY OF HIGHLAND PARK, DANIEL CREANEY COMPANY, ITS EMPLOYEES AND AGENTS, AND THE PARK DISTRICT OF HIGHLAND PARK AS ADDITIONAL INSURED.
- TRAFFIC CONTROL
  TRAFFIC CONTROL SHALL BE USED WHEN NECESSARY AS DETERMINED BY THE CONTRACTOR AND SUBCONTRACTOR AND SHALL BE
  IN ACCORDANCE WITH THE CITY OF HIGHLAND PARK AND THE ILLINOIS
  DEPARTMENT OF TRANSPORTATION STANDARDS. COST OF TRAFFIC
  CONTROL SHALL BE INCIDENTAL TO THE CONTRACT.
- 13. UTILITY TRENCHES
  ALL UTILITY TRENCHES UNDER AND WITHIN TWO FEET OF
  PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC., SHALL BE
  BACKFILLED WITH CA-6 CRUSHED STONE (GRADE 8 OR 9),
  COMPACTED IN 9" LIFTS TO 95% OF MODIFIED PROCTOR.
- 14. GRASS AREAS
  ALL GRASS AREAS DISTURBED DURING CONSTRUCTION SHALL
  BE RESTORED BY PLACING A MINIMUM 6" TOPSOIL, SEED
  AND EXCELSIOR BLANKET.
- 15. EXISTING RAVINE DRAINAGE
  EXISTING RAVINE DRAINAGE SHALL BE MAINTAINED DURING
  CONSTRUCTION. THE RAVINE SLOPE SHALL BE RESTORED BY GRADING TO
  UNIFORM SLOPE AND SEEDING.
- 16. PAVEMENT DISTURBED DURING CONSTRUCTION
  ANY EXISTING PAVEMENT DISTURBED
  DURING CONSTRUCTION SHALL BE RESTORED IN ACCORDANCE
  WITH THE CITY OF HIGHLAND PARK AND I.D.O.T. STANDARDS.

- 17. EXISTING DRAIN TILE
  ALL EXISTING FIELD DRAINAGE TILE ENCOUNTERED OR DAMAGED
  DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL
  CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE
  STORM SEWER SYSTEM.
- 18. ITEMS NOT SPECIFICALLY SHOWN
  ALL ITEMS THAT ARE NOT SPECIFICALLY SHOWN ON THE PLANS
  OR IN THE SUMMARY OF QUANTITIES BUT CAN REASONABLY BE
  INTERPRETED TO BE INCLUDED IN THE WORK DESCRIBED SHALL
  BE INCIDENTAL TO THE COST OF THE CONTRACT.
- 19. RECORD DRAWINGS
  EACH CONTRACTOR AND SUBCONTRACTOR SHALL MAINTAIN AND
  KEEP UP TO DATE A SET OF "RECORD DRAWINGS" SHOWING ALL
  CHANGES FROM THE ORIGINAL PLANS. ALL CONTRACTORS AND
  SUBCONTRACTORS SHALL DELIVER THE "RECORD DRAWINGS" TO
  THE ENGINEER AT THE CONCLUSION OF THE PROJECT.
- 20. SHEETING AND BRACING
  WHERE DETERMINED BY THE CONTRACTOR AND/OR SUBCONTRACTOR, SHEETING AND BRACING SHALL BE PLACED IN THE
  TRENCH AS MAY BE NECESSARY FOR THE SAFETY OF THE WORK
  AND PUBLIC, FOR THE PROTECTION OF THE WORKMEN,
  ADJACENT PROPERTIES, PAVEMENT OR STRUCTURES, AND FOR
  THE PROPER INSTALLATION OF THE WORK. IN ANY EVENT, THE
  MINIMUM PROTECTION SHALL CONFORM TO THE
  RECOMMENDATIONS IN O.S.H.A. SAFETY AND HEALTH STANDARDS
  FOR CONSTRUCTION.
- 21. NOTICE TO CONTRACTOR
  BEFORE BEGINNING CONSTRUCTION, EACH CONTRACTOR AND
  SUBCONTRACTOR MUST VERIFY THE LINE AND GRADE STAKES. IF
  THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE
  PLANS, THEY MUST IMMEDIATELY REPORT SAME TO ENGINEER
  BEFORE DOING ANY WORK, OTHERWISE THE CONTRACTOR AND
  SUBCONTRACTOR ASSUMES FULL RESPONSIBILITY.
- 22. CONTRACTOR(S)
  FOR THE PURPOSES OF THESE SPECIFICATIONS, THE TERMS
  CONTRACTOR AND SUBCONTRACTOR SHALL MEAN ANY PERSON OR
  ENTITY THAT PROVIDES WORK FOR THE IMPROVEMENTS AS SHOWN
  ON THESE PLANS. THE ENGINEER, PARK DISTRICT OF HIGHLAND PARK
  AND THE ARCHITECT ARE NOT CONSIDERED CONTRACTORS OR S
  UBCONTRACTORS.

# B. STORM SEWER

- ALL H.D.P.E. PIPE SHALL CONFROM TO TYPE III, CLASS B (OR BETTER), CATEGORY 5, GRADE P34 AS DEIFEND IN ASTM D-1248 AND/OR D-3350 WITH CELL CLASSIFICATION PE395434C, OR HIGHER. THE JOINING METHOD SHALL CONFORM TO ASTM D-2657.
- 2. ALL P.V.C. STORM SEWER SHALL BE POLYVINYL CHLORIDE PIPE, SDR-26, CONFORMING TO ASTM D-3034 WITH GASKET JOINTS CONFORMING TO ASTM D-3212.
- 3. ALL AREA DRAINS SHALL BE NYLOPLAST BASINS AND SHALL BE CONSTRUCTED AND INSTALLED TO THE MANUFACTURER'S SPECIFICATIONS AND WITH THE PROPER FITTINGS AT THE PIPE CONNECTION POINTS. ALL BASINS AND GRATES SHALL BE RATED FOR H-20 TRAFFIC LOADING IN PAVEMENT AND TRAFFIC AREAS AND H-10 TRAFFIC LOADING IN LAWN AREAS.

# C FARTHWORK

- 1. EARTHWORK UNDER THIS CONTRACT WILL INCLUDE, BUT IS NOT NECESSARILY LIMITED TO, THE FOLLOWING:
- A) INSTALL ALL EROSION CONTROL MEASURES AS
- B) PROTECTION OF CERTAIN TREES, AS DIRECTED BY THE PARK DISTRICT OF HIGHLAND PARK.
- C) DEMOLITION & REMOVAL OF EXISTING STONE PATH & WALLS AND STOCKPILE FOR LATER USE.
- D) REGRADING OF SLOPE ADJECENT & BELOW PROPOSED BOARDWALK.
- E) CLAY EXCAVATION, PLACEMENT AND COMPACTION AS NECESSARY TO OBTAIN DESIGN ELEVATIONS FOR RAVINE SLOPE AREAS.
- F) REMOVAL OF ALL EXCESS MATERIALS FROM THE SITE LEAVING SUFFICIENT TOPSOIL FOR LANDSCAPING, INCLUDING BERMS.
- 2. ALL WORK SHALL CONFORM TO THE APPLICABLE PROVISIONS OF SECTION 200 OF THE STANDARD SPECIFICATIONS.

# D. SOIL EROSION CONTROL

- 1. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING
- 2. CONTRACTOR AND SUBCONTRACTOR SHALL INSPECT THE SILT WORM FILTERS, AND SILT FENCING PERIODICALLY AND MAINTAIN OR REPLACE AS NECESSARY.
- 3. ALL OTHER SOIL EROSION CONTROL DEVICES AND MEASURES DEEMED NECESSARY BY THE CITY ENGINEER SHALL BE IMPLEMENTED IMMEDIATELY UPON NOTIFICATION OF THE CONTRACTOR AND SUBCONTRACTOR.
- 4. THE EARTHWORK CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING THE REQUIREMENTS AS SHOWN ON THE PLANS AND ALL APPLICABLE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES. THE COST OF ALL WORK NECESSARY TO MEET THESE REQUIREMENTS SHALL BECONSIDERED AS INCIDENTAL TO THE CONTRACT. UNLESS A SEPARATE PAY ITEM IS SHOWN.

# E. RESTORATION AND TREE PRESERVATION

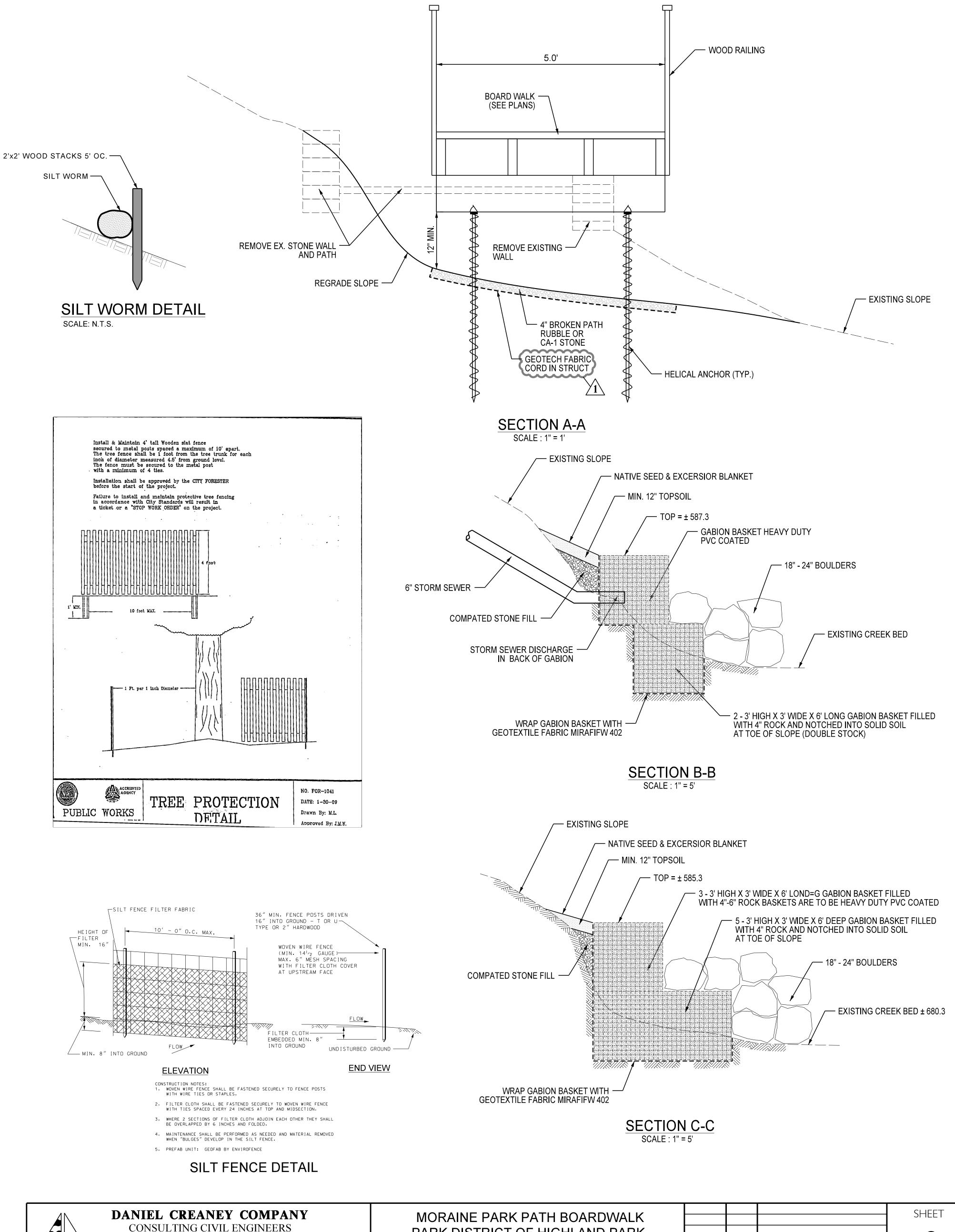
- 1. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED BY SEEDING, EXCEPT WHERE SOD IS SPECIFICALLY
- INDICATED ON THE PLANS.

  2. DISTURBED AREAS ON THE RAVINE SLOPE SHALL BE RESTORED WITH LAKE MICHIGAN BLUFF NATIVE SPECIES PER MIX 26 NATIVE SEEDS PER SQUARE FOOT 300 NATIVE FQI NE ILLINOIS 23.34 NATIVE FQI ILLINOIS 21.18 NATIVE MEAN C VALUE NE ILLINOIS 4.58 NATIVE MEAN C VALUE ILLINOIS 4.15 MEAN W VALUE NE ILLINOIS 2.92 MEAN W VALUE ILLINOIS 2 GENESIS NURSERY HOME.

- 3. SEEDING SHALL INCLUDE A MINIMUM OF 6 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 250 OF
- SODDING SHALL INCLUDE A MINIMUM OF 6 INCHES OF TOPSOIL AND SHALL BE DONE IN CONFORMANCE WITH SECTION 252 OF I.D.O.T. STANDARDS.

I.D.O.T. STANDARD SPECIFICATIONS FOR CLASS 1 SEEDING.

- 5. CERTAIN TREES WILL BE DESIGNATED BY THE PARK DISTRICT OF HIGHLAND PARK TO BE PRESERVED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO SUCH TREES AND SHALL PROVIDE TEMPORARY FENCES AND OTHER MEASURES, AS NECESSARY WITH ALL MEASURES CONSIDERED AS INCIDENTAL TO THE CONTRACT.
- 6. ALL DISTURBED LAWN AREAS WITHIN THE PUBLIC RIGHT-OF-WAY/ EASEMENTS WILL BE RESTORED WITH 6" OF TOPSOIL AND SOD AND ALL DAMAGED PORTIONS OF PUBLIC SIDEWALK ARE TO BE REPLACED WITH 5" P.C.C., CLASS S1 OVER A 3" CA-6 BASE.



	DANIEL CREANEY COMPANY					
CONSULTING CIVIL ENGINEERS						
	450 SKOKIE BLVD. SUITE 105					
	NORTHBROOK, ILLINOIS (847) 480-5757					
		·	, ,			
designed by:	R.H.	_ CHECKED BY:	R.H.	SCALE:		

\_\_\_\_ JOB NO.: \_\_\_\_\_

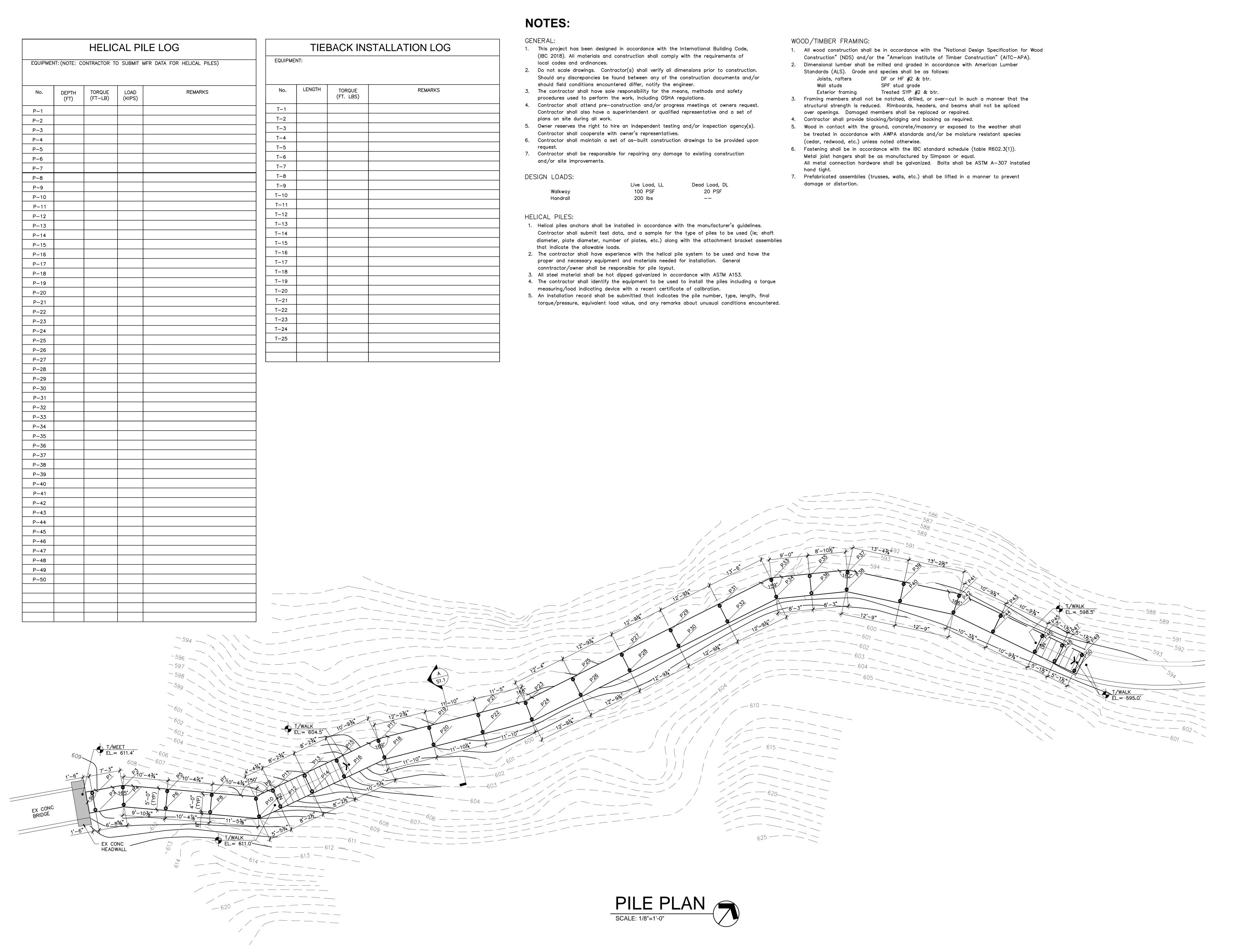
J.S.

7906-A\_\_\_\_\_ BOOK: \_

MORAINE PARK PATH BOARDWALK
PARK DISTRICT OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

1-31-2022 R.H. ISSUED FOR PERMIT & BID
1-26-2022 R.H. PARK DISTRICT REVIEW 1

REVISION



ENGINEERING, INC. consulting structural engineers

1001 N. Old Rand Rd. Unit 119 Wauconda, IL. 60084 TEL. (847) 487-0100

> 4 > RD

RALPH SCHMIDT, P.E., S.E. LICENSED STRUCTURAL ENGINEER ILLINOIS NO. 81-4975 EXP. DATE: 11-30-22 10/15/21 FOR REVIEW 10/27/21 REV LOC. PER CIVIL 12/9/21 | ADD DETAILS 1/6/22 ADD RAILINGS

1/31/22 FOR PERMIT AND BID

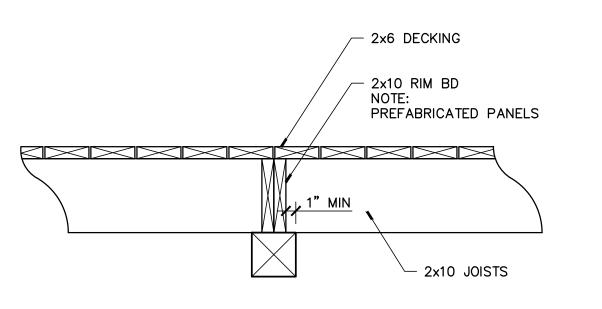
TITLE PLAN AND

NOTES

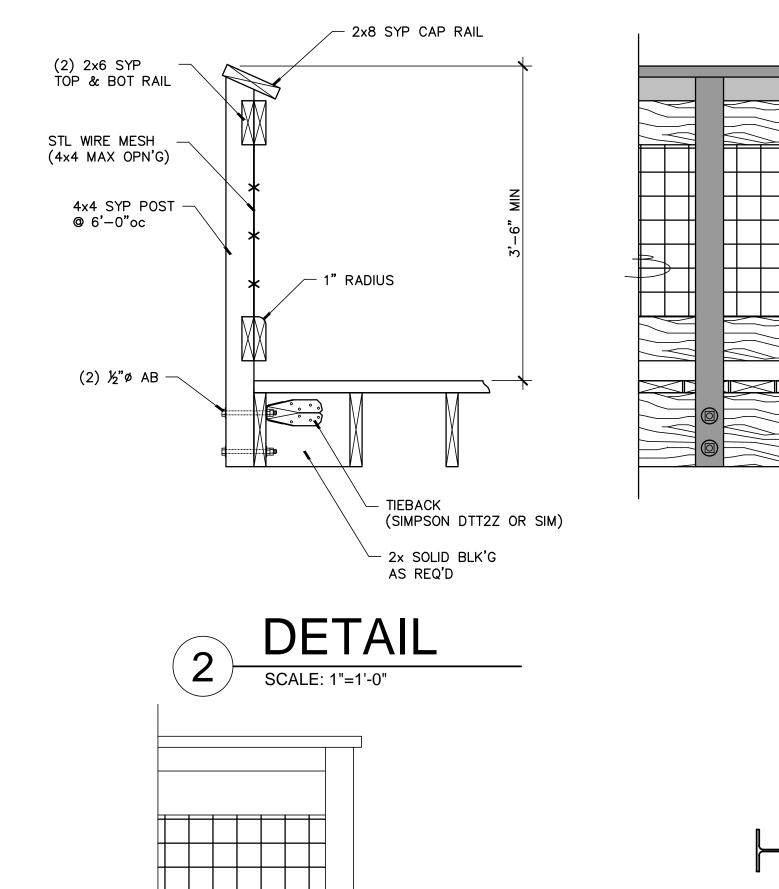
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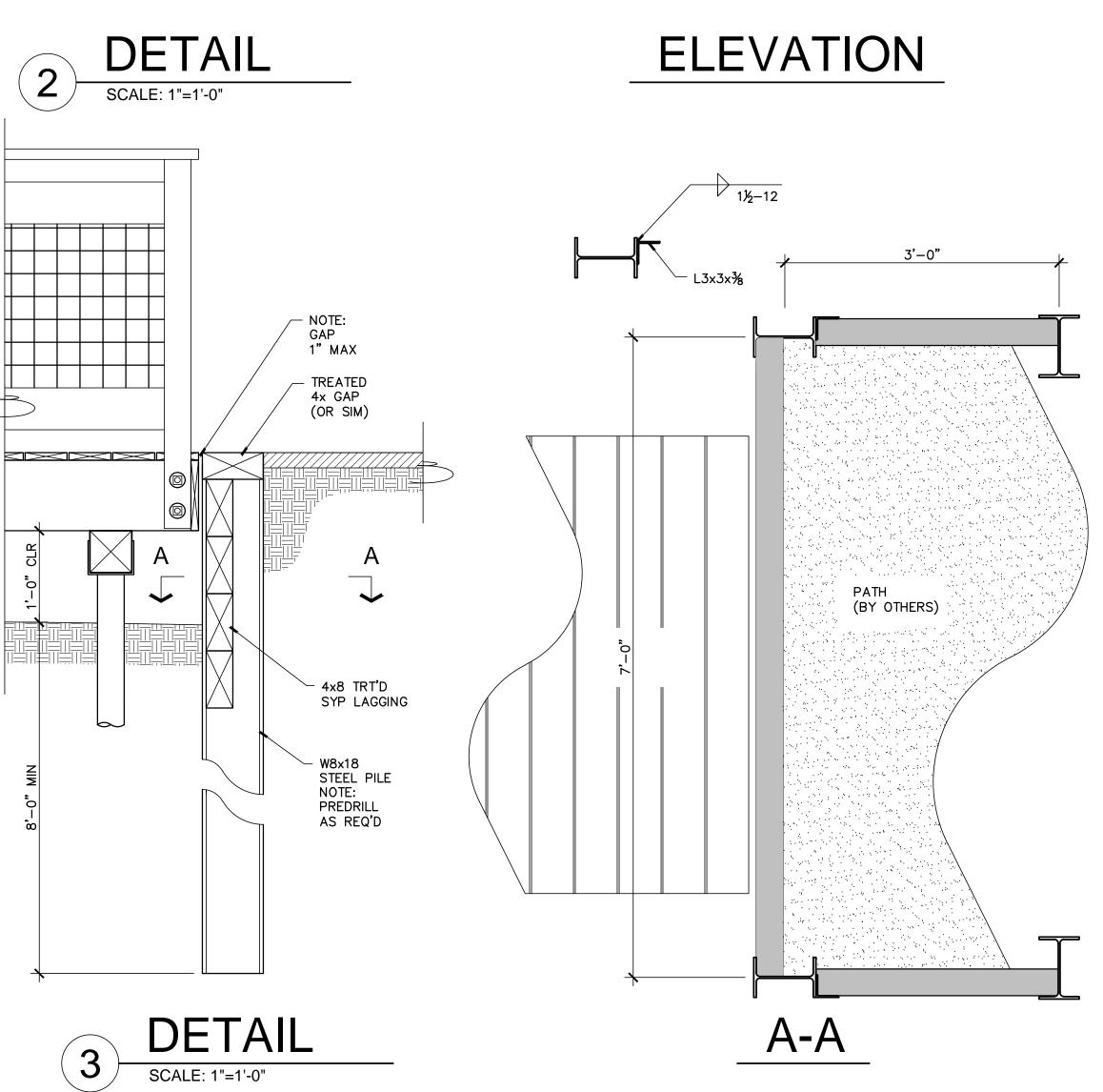
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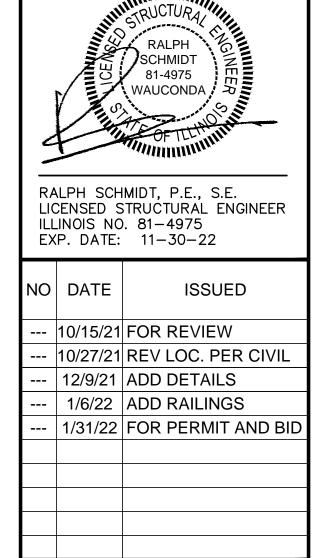


# 1 DETAIL SCALE: 1"=1'-0"









SECTION AND DETAILS

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SHEET

SHEET

121258

A DETAIL
SCALE: 1"=1'-0"

- 2x6 SYP DECKING

- TRT'D 2x10 @ 12"oc

SADDLE BRK'T

- 2%"ø HELICAL PILE (8 KIP MIN) \_\_\_ EYE LUG

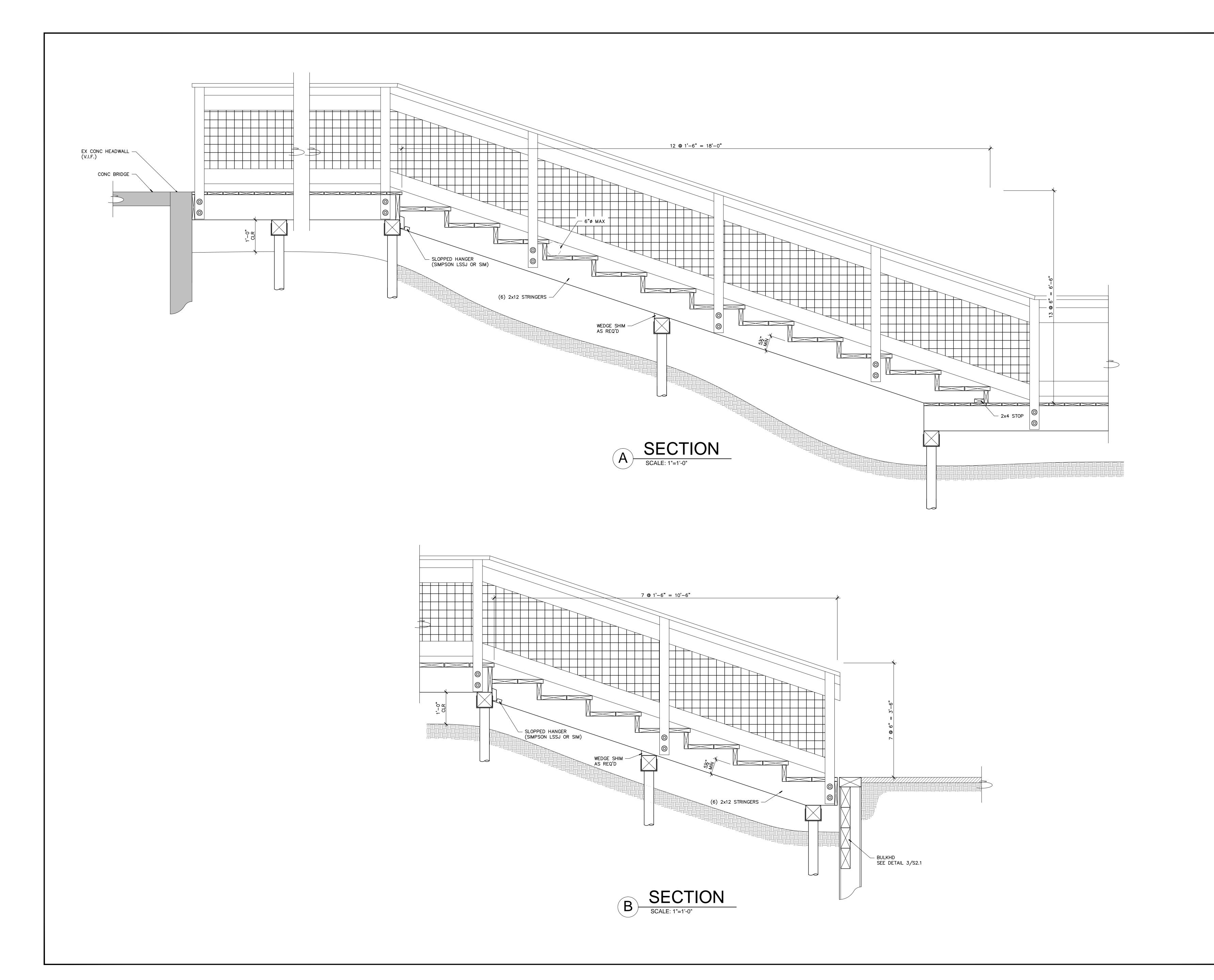
GUSSET 凡¼"

TURNBUCKLE w/CLEVIS

¼"ø S.S. AIRCRAFT CABLE —— SECURE w/(3) CROSBY CLIPS RAILING SYSTEM (SEE DET 2/S2.1)

 VERIFY ACTUAL SLIP/SHEAR PLANE FOR GLOBAL STABILITY - NEW TIEBACK ANCHORS T≥6K MIN. (DESIGN LOAD)

NOTE: CONTRACTOR TO SUBMIT MFR TEST DATA

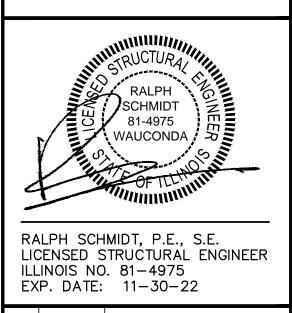


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MORAINE PARK PATH BOARDWALF
PARK DISTRICT OF HIGHLAND PARF
2501 SHERIDAN RD.



O DATE ISSUED

-- 10/15/21 FOR REVIEW
-- 10/27/21 REV LOC. PER CIVIL
-- 12/9/21 ADD DETAILS
-- 1/6/22 ADD RAILINGS

--- 10/27/21 REV LOC. PER CIVIL
--- 12/9/21 ADD DETAILS
--- 1/6/22 ADD RAILINGS
--- 1/31/22 FOR PERMIT AND BID

STAIR SECTIONS

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