



WAUKEGAN PARK DISTRICT

2000 BELVIDERE ST. • WAUKEGAN, IL 60085-6172 • PHONE (847) 360-4711 • TTY (847) 662-3800 • WWW.WAUKEGANPARKS.ORG

February 22, 2017

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2017 BOWEN PARK BOARDWALK IMPROVEMENTS

Bids are due on **Thursday, March 9, 2017 at 1:00 p.m.** at the Corrine J. Rose Administrative Center in Belvidere Park, 2000 Belvidere St., Waukegan, IL 60085. The bids should be clearly labeled "2017 BOWEN PARK BOARDWALK IMPROVEMENTS".

Please note that although the decking material is not specified in the drawings it is detailed in Exhibit A: Project Manual in Article 2.03 of specification section 32 34 00 which specifies "Decking shall be 2" x 6" plastic deck boards, Chocolate Brown color, manufactured by Lumberock Premium Decking".

A pre-bid meeting will be held at Bowen Park, Morrison Picnic Pavilion, 1800 N. Sheridan Rd., Waukegan, Illinois, at 1:00 p.m. on Tuesday, February 28, 2017. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner and Architect. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

We appreciate your bidding on the enclosed item and welcome the opportunity to do business with you. If you have any questions please contact me at **847-360-4755** or by email at tgirmscheid@waukeganparks.org.

Please note the Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

Sincerely,

Tim Girmscheid
Manager of Planning Services

TG/tg

Enclosures: 1

**REQUEST FOR BIDS:
2017 BOWEN PARK BOARDWALK
IMPROVEMENTS
FEBRUARY 2017**



**WAUKEGAN PARK DISTRICT
2211 ERNIE KRUEGER CIRCLE
WAUKEGAN, ILLINOIS 60087
(847) 360-4725**

BID DOCUMENTS/PROJECT MANUAL: 2017 BOWEN PARK BOARDWALK IMPROVEMENTS

No. of Pages

INCLUDING:

▪ Notice To Bidders	2
▪ Section 1: Instruction To Bidders	8
▪ Section 2: General Conditions	1
▪ Section 3. Supplementary Conditions	11
▪ Section 4: Bid Proposal Form	6
▪ Project List	1
▪ Prevailing Wage Determination & Supersedes Notice	1
▪ Contractor Compliance and Certifications	3
▪ Substance Abuse Prevention Program Certification	1
▪ Location Map	1
▪ Exhibit A: Project Manual (Specifications/Drawings)	55
▪ Exhibit B: Template Agreement	9

DATE OF ADVERTISEMENT:

Wednesday, February 22, 2017

PRE-BID MEETING:

Tuesday, February 28, 2017

1:00 PM

**Bowen Park, Morrison Picnic Pavilion, 1800 N. Sheridan Rd.,
Waukegan, IL**

DUE DATE & BID OPENING:

Thursday, March 9, 2017

1:00 PM

**CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIDERE PARK)
2000 BELVIDERE STREET, WAUKEGAN, IL**

TENTATIVE DATE OF BID APPROVAL:

Tuesday, March 14, 2017

4:00 PM

DELIVER/MAIL BID TO

TIM GIRMSCHIED

**MARKED "SEALED BID: 2017 BOWEN PARK BOARDWALK
IMPROVEMENTS"**

WAUKEGAN PARK DISTRICT

**CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIDERE PARK)
2000 BELVIDERE STREET**

WAUKEGAN, IL 60085-6172

NOTICE TO BIDDERS

The Waukegan Park District, Lake County, Illinois ("Owner" or "Park District"), invites bids for the following project:

1. 2017 Bowen Park Boardwalk Improvements

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at lsalinas@waukeganparks.org**.

A pre-bid meeting will be held at **Bowen Park, Morrison Picnic Pavilion, 1800 N. Sheridan Rd., Waukegan,, Illinois**, at **1:00 p.m. on Tuesday, February 28, 2017**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owners and/or Architect. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

Each bid shall be placed in a sealed envelope and clearly marked "Waukegan Park District, 2017 BOWEN PARK BOARDWALK IMPROVEMENTS ". The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District, Corrine J. Rose Administrative Center, Belvidere Park, 2000 Belvidere Street, Waukegan, Illinois 60085-6172. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

Bids shall be received until 1:00 p.m. on Thursday, March 9, 2017. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.

The Waukegan Park District reserves the right to waive technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District's tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn and all bids shall remain firm for sixty (60) days after the bid opening.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. All bids must be accompanied by cashier's check or bid bond payable to the order of the Waukegan Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

By Order of the Board of Park Commissioners of the
Waukegan Park District

Greg Petry, Executive Director

Waukegan Park District (847) 360-4725

PUBLISHED DATE: **Wednesday, February 22, 2017**

SECTION 1: INSTRUCTIONS TO BIDDERS

1.01 GENERAL

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

1.02 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "SEALED BID: **2017 BOWEN PARK BOARDWALK IMPROVEMENTS,**" and addressed and delivered to and received by the Park District at the following location: Waukegan Park District, Corrine J. Rose Administrative Center, 2000 Belvidere Street, Waukegan, IL. 60085-6172. Bids shall be received until **1:00 p.m. on March 9, 2017**. Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at lsalinas@waukeganparks.org**. Office hours are Monday-Friday, 8:00 a.m. - 4:00 p.m. Any questions related to the bidding requirements shall be directed to **Tim Girmscheid, Manager of Planning Services at 847-360-4755 or tgirmscheid@waukeganparks.org** .

A Pre-bid Meeting will be held at **Bowen Park, Morrison Picnic Pavilion, 1800 N. Sheridan Rd., Waukegan,, Illinois, at 1:00 p.m. on Tuesday, February 28, 2017**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

1.03 REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past two years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number. Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the Architect and, if applicable also the Construction Manager or Owner's representative.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager.] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

1.05 ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to: (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements as determined by the Park District .

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefor by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

1.06 SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners.

The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Material/Payment Bond and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District..

Prior to commencing Work, the successful Bidder shall furnish a Performance Bond, and Labor and Material/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. **The cost of each bond shall be included in the Contract Sum.** The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.

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 the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

1.07 WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

1.08 ACCEPTANCE AND CONTRACT

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract, and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice

comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

1.10 ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

1.11 SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

1.12 COMMENCEMENT AND COMPLETION DATES

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about March 14, 2017, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

Substantial Completion Date: May 24, 2017

Final Completion: May 31, 2017

By submission of its bid, the Bidder the Bidder acknowledges, agrees, represents, declares and warrants that it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.

SECTION 2: GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Construction, AIA Document AIA A107 (the "General Conditions") OR other Agreement, as modified by the Park District and included in these Bid Documents.

SECTION 3: SUPPLEMENTARY CONDITIONS

The "General Conditions of the Contract, AIA Document A107", (the "General Conditions") OR other Agreement, as modified by Owner, are hereby amended to include the following:

3.01 SCOPE OF WORK

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **2017 BOWEN PARK BOARDWALK IMPROVEMENTS**, shall be furnished and/or installed without extra cost to the Owner.

3.02 CONTRACT DOCUMENTS

- A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

3.03 APPLICABLE LAWS

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the Work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act") as required by the Illinois Department of Labor. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages (hourly cash plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

3.04 SUBCONTRACTING

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY

- A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacturer and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

3.06 INSPECTION AND TESTING

- A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

3.07 TITLE OF MATERIALS

- A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

3.08 PATENTS, ROYALTIES AND LICENSES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.09 PERMITS, LICENSES AND CERTIFICATES

- A. **If required, the Contractor shall procure the building permit for this Project from the City of Waukegan.** Owner shall reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No mark up shall be paid for permits. The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly. **The Contractor shall file a contractor's registration application with associated fees, licenses, permit bonds, and insurance certificate with the City of Waukegan Building and Code Enforcement Department (1-847-625-6868).** Contractor registration fees are the responsibility of the Contractor and Subcontractors.

3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

- A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

3.11 WEATHER CONDITIONS

- A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

3.12 NO CHARGE FOR DELAY

- A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

3.13 COMPLETION DATE AND QUALIFICATION

A. The Work to be performed under this Contract must be Substantially Completed by May 24, 2017 with Final Completion by May 31, 2017.

1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.

- B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:

Any order duly issued by the government (city, county, state or federal);

Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).

Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

As otherwise provided for in the General Conditions

3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

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

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any

insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.

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

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

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

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

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

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

E. General Insurance Provisions

1. Evidence of Insurance

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

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

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

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

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

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

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

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

F. Indemnification

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

3.15 CONTRACTOR PAYMENTS

- A. Payment will be made in full upon completion of the Project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.*

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Park District from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance and payment bonds.

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or

about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

3.16 WORK PERFORMANCE

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

3.17 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby;
 - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

3.18 UNDERGROUND UTILITIES

- A. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures.

3.19 PAYMENTS TO MATERIALMAN, ETC.

- A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary structures, allowances made by the Contractor to the Subcontractors, additional premiums upon the performance bond of the Contractor, and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in **either** the cost of the

contract by \$10,000 or more, **or** the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of **the Executive Director (Secretary of the Board) of the Waukegan Park District**, after approval from the Board of Park Commissioners, including a written determination that:

the circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or

the change is germane to the original Contract as signed; or

the change order is in the best interest of the Owner and is authorized by law.

3.21 CLAIMS OF EXTRA COMPENSATION

- A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work, shall be filed, in writing, with the Owner by the Contractor, having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, in writing, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance, as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

3.22 USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The Contractor expressly undertakes at his own expense:
1. To take every precaution against injuries to person or damages to property;
 2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
 3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
 4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
 5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3.23 GUARANTEE

- A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty

materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

**2017 BOWEN PARK BOARDWALK IMPROVEMENTS
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID PROPOSAL FORM

4.01 BID TO:

Waukegan Park District
(hereinafter called "Owner")
2000 Belvidere Street
Waukegan, IL 60085

4.02 BID FROM:

(hereinafter called "Bidder")

Address

City, State, Zip Code

Email Address

Contact Person

Telephone Number

Fax Number

4.03 BID FOR:

**2017 BOWEN PARK BOARDWALK IMPROVEMENTS
WAUKEGAN, ILLINOIS**

4.04 ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4.05 AGREEMENT

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
3. To enter into and execute an Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

(1) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(2) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(3) _____ PH: ____/_____
Subcontractor/major supplier

Address

4.06 TOTAL BASE BID PRICE

A. Base Bid Price (Guaranteed Maximum Price)

For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sum:

1. TOTAL (WRITTEN OUT) _____ DOLLARS

\$ _____

4.07 UNIT PRICE QUOTATIONS

~~A. The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment to the Total Base Bid in the event Contract changes are required involving the items described.~~

~~_____ ITEM _____ UNIT PRICE~~

~~• _____ \$ _____ (UNIT)~~

• _____ \$ _____ (UNIT)

4.08 REJECTION AND WITHDRAWAL OF BID

- A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. . It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

4.09 TIME OF COMPLETION

- A. If awarded the Contract, the undersigned agrees to complete all Work covered by this proposal on or before **May 31, 2017**.

4.10 BID SECURITY

- A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Waukegan Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications and furnish Performance Bonds, Payment or Labor and Material Bonds, and Certificate of Insurance with Endorsements after notification of the award of the Contract to the undersigned.

4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND

- A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, in the amount of 110% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

4.12 CONTRACT DOCUMENTS

- A. The successful Bidder may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

CORPORATION

The Bidder is a Corporation organized and existing under the laws of the State of _____

Print Name

Duly Authorized Officer's Signature

Title

CORPORATE SEAL (above)

PARTNERSHIP

The Bidder is a co-partnership consisting of individual partners whose full names are listed below:

Print Name

(Partner's Signature)

INDIVIDUAL

The Bidder is an individual.

Print Name

Individual's Signature

Bidder must have their signature above notarized below regardless of Bidder Type

Sworn and Subscribed to before me this _____ day of _____, 2016.

My Commission Expires _____, 2016.
Notary Public or other Officer authorized to administer oaths

**2017 BOWEN PARK BOARDWALK IMPROVEMENTS
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID QUALIFICATION FORM

4.13 BIDDER QUALIFICATION

Bidder Name

Address

Telephone Number

Fax Number

Number of years in business under this name: _____

Include with this Proposal the information required under 1.03 Requirements of Bidders in the Instructions to Bidders. (See attached page)

PROJECT LIST

List three (3) of the largest projects completed in the past two (2) years which are similar in scope to the **2017 BOWEN PARK BOARDWALK IMPROVEMENTS**. Include client's name, project cost and contact person with phone number

Project Name _____

Description _____

Client Name _____

Project Cost _____ Contact Person _____ Phone Number _____

Architect/Engineer _____ Phone Number _____

Project Name _____

Description _____

Client Name _____

Project Cost _____ Contact Person _____ Phone Number _____

Architect/Engineer _____ Phone Number _____

Project Name _____

Description _____

Client Name _____

Project Cost _____ Contact Person _____ Phone Number _____

Architect/Engineer _____ Phone Number _____

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTICE

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and,

in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention In Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor’s Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Waukegan Park District’s designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR NAME

By: _____ (Signature)
_____ (Printed Name)

Its: _____(Title)

STATE OF _____)
)SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated:_____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Waukegan Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention in Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

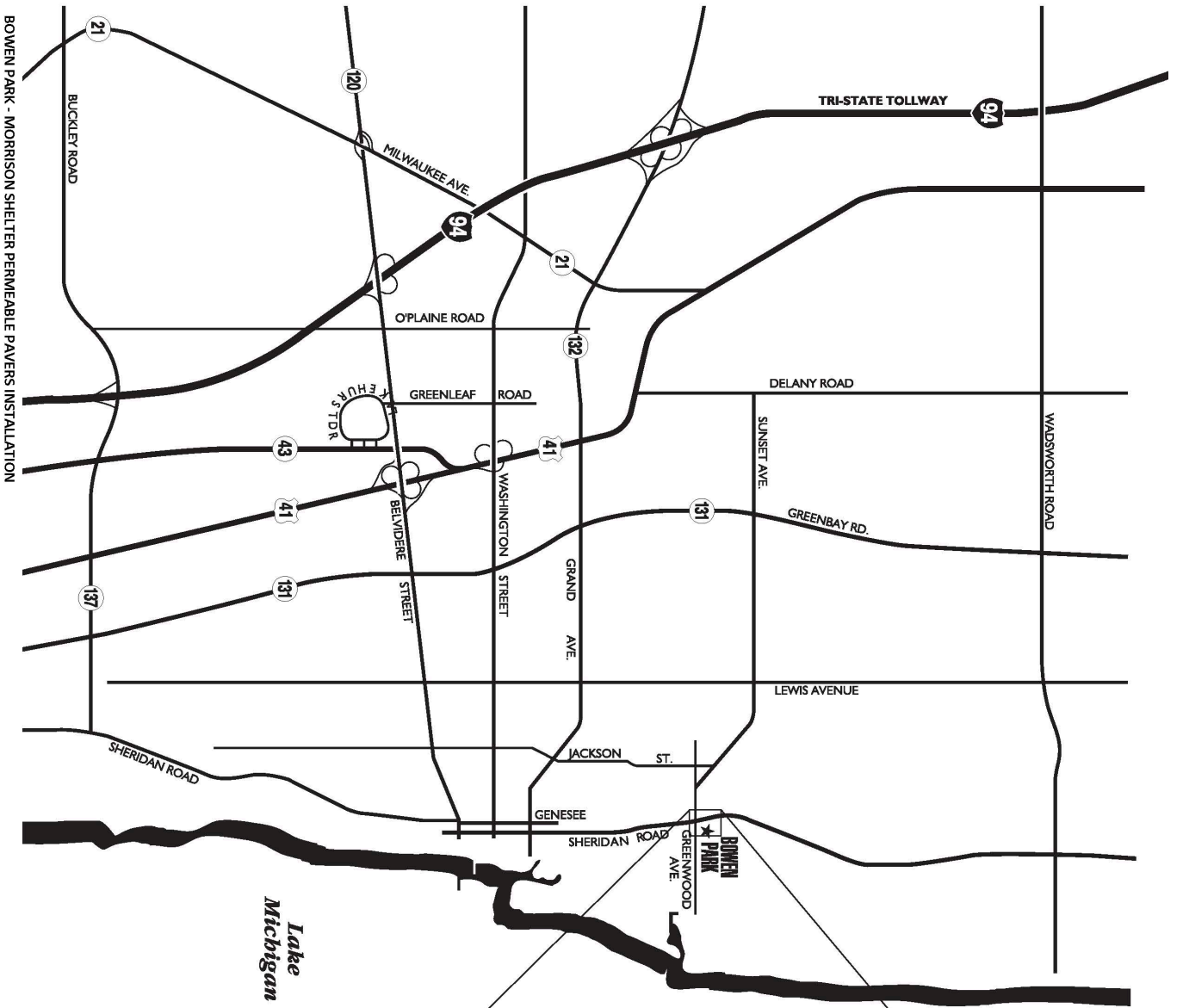
- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

LOCATION MAP

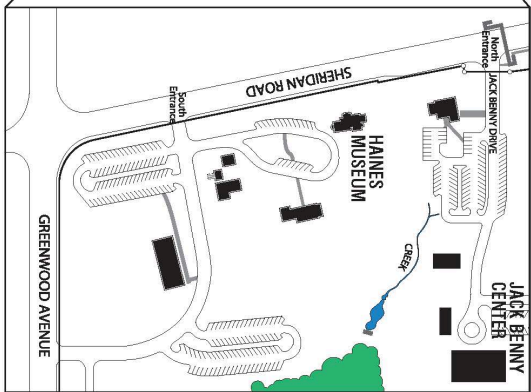


BOWEN PARK - MORRISON SHELTER PERMEABLE PAVERS INSTALLATION

LOCATION MAP

WAUKEGAN PARK DISTRICT

2000 Belvidere Street
 Waukegan, Illinois 60085-6172
 (847) 360-4725



BOWEN DETAIL MAP

LEGEND

- MAJOR ROADS
- HIGHWAYS
- INTERSTATE



NORTH SCALE IN MILES (MAIN MAP)

Exhibit A

Project Manual

(Specifications/Drawings)

SECTION 00 00 00 - LIST OF SPECIAL PROVISION SECTIONS

00 01 15	List of Drawings
01 00 00	General Requirements
01 22 00	Measurement and Payment
01 33 00	Submittals
01 42 16	Definitions
01 56 26	Temporary Fencing
01 57 13	Temporary Soil Erosion and Sediment Control
01 71 13	Mobilization
01 74 23	Restoration
02 32 00	Geotechnical Investigations
03 30 00	Cast-in-place Concrete
32 34 00	Boardwalks
32 92 19	Seeding
32 92 23	Sodding

SECTION 00 01 15 - LIST OF DRAWINGS

- C1.0 Cover Sheet
- C1.1 General Notes
- C1.2 Overall Plan
- C2.0 Site Preparation Plan
- C3.0 Layout & Materials Plan
- A1 Bridge Plan & Elevation
- A2 Sections Details & Notes
- A3 Bridge Plan & Elevation
- A4 Sections Details & Notes
- A5 Plan View & Profile

SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. The following Detailed Special Provision sections (Specifications) supplement the “IDOT Standard Specifications for Road and Bridge Construction,” adopted April 1, 2016 (hereinafter referred to as the Standard Specifications) and IDOT “Supplemental Specifications” published prior to the date of the contract. In case of conflict with any part or parts of said specifications, the said Specifications shall take precedence and shall govern.
- B. The Contractor shall supply all materials, labor, facilities and appurtenances necessary for the completion of the work described in this section and in the following sections of the Specifications for the **Bowen Park – Boardwalk Improvements** for the Waukegan Park District, Waukegan, Illinois 60085.
- C. The work under this contract generally consists of:
 - 1. construction of boardwalks
 - 2. coordination of SESC measures (by others)
 - 3. coordination of sodding and restoration (by others)
 - 4. all other related work necessary to complete the project

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work to be completed.
- B. Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner. Equipment must be serviceable and shall not create unsafe conditions nor violate any codes, regulations or laws.
- C. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of **one year from the date of final acceptance**, unless noted otherwise.
- D. The following codes and standards, as applicable, shall govern construction under this Contract:
 - 1. These Specifications
 - 2. Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, State of Illinois, and the District 1 Supplemental Specifications and Recurring Special Provisions, latest edition and all subsequent revisions thereto.
 - 3. ASTM: American Society for Testing Materials
 - 4. ACI: American concrete Institute
 - 5. BOCA: Book of Basic Building Codes, Latest Edition.
 - 6. City of Waukegan Codes and Ordinances.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Pre-Construction Meeting: A pre-construction meeting shall be held prior to start of construction after execution of the contract documents. The Owner shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and discuss the following (at a minimum):
1. Written progress schedule with phases
 2. Coordination with utility companies
 3. Completion deadline / project phasing
 4. Names of selected Subcontractors and Material Suppliers
 5. Names of Project Manager and / or Field Supervisor, including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week
 6. Methods for boardwalk construction
 7. Protection of existing pavement
 8. Protection of existing trees
 9. General cleanup of the work site at the end of each day

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

1.06 INCIDENTAL WORK

- A. All work shown or called for on the plans and in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment shall be allowed or a unit price is provided for said work in the Bid Proposal.

PART 2 PRODUCTS

- 2.01 All required products as indicated in the Contract Documents.

PART 3 EXECUTION

3.01 JOB SITE CONSTRUCTION REQUIREMENTS

- A. Contractor will flag off any structures, utilities, etc. that are adjacent to Contractor lay down area(s), access roads, and bridge/boardwalk sites to avoid any potential damage. Contractor is responsible for damages to marked areas.

3.02 WORK DAYS AND HOURS

- A. The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday. No work shall be done on Saturdays, Sundays, or public holidays. Equipment shall not be started before 6:45 AM unless authorization to work during night time hours is granted by Owner.

- B. The Contractor shall notify the Owner a minimum of five (5) working days prior to starting work on this contract. The Contractor shall notify the Owner a minimum of 72 hours prior to starting each different type of work.
- C. The Morrison Shelter shall be open for public use at all times.

3.03 ACCESS

- A. Access to the site shall be limited to those areas designated on the drawings or by the Owner prior to the commencement of work.

3.04 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Waste materials or rubbish shall be removed weekly from site (minimum).
 - 2. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 3. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing the manpower, equipment, materials, and performance of all operations relative to construction of this project, shall be made under Pay Items listed in Part 2 of this Section 01 22 00.
- B. Work required by the Contract Documents for which there is no Pay Item is still required and shall be considered incidental to the Contract and no additional compensation shall be allowed.
- C. Work designated as "by Owner, by Others or Not in Contract" as indicated by the Plans, Specifications and Schedule of Values shall not be measured or paid for as part of this Contract.
- D. The Owner reserves the right to alter the Plans, modify incidental work as may be necessary and increase or decrease quantities of work to be performed to be in accordance with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered a waiver of any conditions of the Contract nor invalidate any provisions thereof.
- E. Quantities necessary to complete the Work as shown on the Contract Documents shall govern over those estimated on the Schedule of Values. The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications, and the Owner shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- F. All items of work not listed in the Schedule of Values are considered incidental to all other Pay Items.
- G. All measurement and payment provisions of the IDOT Standard Specifications are deleted.

PART 2 MEASUREMENT AND PAYMENT ITEMS

2.01 MOBILIZATION, CONSTRUCTION LAYOUT, & SITE CLEANUP

- A. Measurement.
 - 1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 71 13 MOBILIZATION.
- B. Payment.
 - 1. This work shall be paid for at the Lump Sum (LS) contract unit price for MOBILIZATION, CONSTRUCTION LAYOUT, & SITE CLEANUP and shall include full compensation for:
 - a. performing and maintaining all survey work for the entire project
 - b. services, labor and transportation required to locate and deliver the appropriate manpower, materials, machinery and equipment required to perform the Work
 - c. notifications required by law and/or regulations
 - d. attending all required meetings
 - e. submittals
 - f. site security
 - g. cleanup, removal, and repair of waste materials and damages caused by the Contractor during completion of the Work.

2.02 TEMPORARY SECURITY FENCE

- A. Measurement.
 - 1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 56 26 TEMPORARY FENCING.
- B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for TEMPORARY SECURITY FENCE and shall include full compensation for furnishing, installing, maintaining in good condition, and removing all temporary security fencing included on the Plans and in the Specifications, and as may be ordered by the Owner or Engineer during completion of the Work.

2.03 CONSTRUCTION FENCE (BY OWNER)

~~A. Measurement.~~

- ~~1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 56 26 TEMPORARY FENCING.~~

~~B. Payment.~~

- ~~1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for CONSTRUCTION FENCE and shall include full compensation for furnishing, installing, maintaining in good condition, and removing all construction fencing included on the Plans and in the Specifications, and as may be ordered by the Owner or Engineer during completion of the Work.~~

2.04 PERIMETER EROSION BARRIER (BY OWNER)

~~A. Measurement.~~

- ~~1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 57 13 TEMPORARY SOIL EROSION AND SEDIMENT CONTROL.~~

~~B. Payment.~~

- ~~1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for PERIMETER EROSION BARRIER and shall include full compensation for furnishing, installing, maintaining in good condition, and removing all temporary soil erosion and sediment control measures included on the Plans and in the Specifications, and as may be ordered by the Owner, Engineer, and/or regulatory agencies during completion of the Work.~~

2.05 EAST SIDE BOARDWALK & OBSERVATION DECK

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 34 00 BOARDWALKS.

B. Payment.

1. This work shall be paid for at the Lump Sum (LS) contract unit price for EAST SIDE BOARDWALK & OBSERVATION DECK and shall include full compensation for furnishing and installing all boardwalk and observation deck components included on the Plans and in the Specifications, and as may be ordered by the Owner or Engineer during completion of the Work.

2.06 WEST SIDE BOARDWALK

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 34 00 BOARDWALKS.

B. Payment.

1. This work shall be paid for at the Lump Sum (LS) contract unit price for WEST SIDE BOARDWALK and shall include full compensation for furnishing and installing all boardwalk

components included on the Plans and in the Specifications, and as may be ordered by the Owner or Engineer during completion of the Work.

2.07 SEEDING (BY OWNER)

A. ~~Measurement.~~

1. ~~This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 92 19 SEEDING.~~

B. ~~Payment.~~

1. ~~This work shall be paid for at the contract unit price per square yard (SY) for SEEDING and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete installation of seeding as may be required to complete the Work as specified in the Contract Documents.~~

2.08 SODDING (BY OWNER)

A. ~~Measurement.~~

1. ~~This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 92 23 SODDING.~~

B. ~~Payment.~~

1. ~~This work shall be paid for at the contract unit price per square yard (SY) for SODDING and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete installation of sodding as may be required to complete the Work as specified in the Contract Documents.~~

END OF SECTION

SECTION 01 33 00 - SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes administrative and procedural requirements for Shop Drawings, Product Data, Samples, and other required submittals.

1.02 QUALITY ASSURANCE

- A. Submittals to be prepared by persons knowledgeable and experienced in the work proposed. All submittals to be neatly organized and legible.

1.03 LAWS AND REGULATIONS

- A. All submittals to meet or exceed applicable federal, state, county and local laws and regulations.

PART 2 PRODUCTS

2.01 SHOP DRAWINGS

- A. Shop drawings may be computer generated (CAD) or hand drawn.

2.02 PRODUCT DATA

- A. Cut sheets or other manufacturer data may be submitted as originals or in PDF form.

2.03 PRODUCT SAMPLES

- A. Product samples to be packaged neatly without unnecessary dirt, debris, or other such matter.
- B. Product samples to be of sufficient size and/or quantity to allow for their evaluation, but not be excessive.
- C. Product samples to be representative of the actual materials to be used in completion of the Work.

2.04 SCHEDULES

- A. Schedules to be computer generated and printed such as by software specifically designed for scheduling, or created with standard word processing or spreadsheet programs. Handwritten or verbal schedules will not be accepted.

2.05 OTHER

- A. Coordinate with the Owner or Engineer for other submittals not specifically addressed herein.

PART 3 EXECUTION

3.01 METHOD

- A. Prepare and deliver required submittals.
- B. Allow a minimum of seven (7) days for Owner or Engineer review of each submittal, unless otherwise specified.
- B. Organize information into individual submittals for each element of construction and type of product or equipment.
- C. Clearly label each submittal with the following:
 - 1. Project name
 - 2. Contractor's name, and name of sub-contractor or supplier (if applicable)
 - 3. Title of submittal
- D. Provide the following submittal quantities:

1. Shop drawings: three (3) copies
 2. Product data: three (3) copies
 3. Product samples: two (2) samples
 4. Schedules: three (3) copies
 5. Other: as required by Owner and Engineer
- E. Any work completed prior to Contractor's receipt of the approval of relevant submittals from the Owner or Engineer will be rejected.

END OF SECTION

SECTION 01 42 16 - DEFINITIONS

PART 1 GENERAL

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as defined below.

PART 2 DEFINITIONS

<i>Addenda</i>	Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.
<i>Agreement</i>	The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as herein provided.
<i>Bid</i>	The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
<i>Change Order</i>	A written modification to the Contract Documents which orders change(s) in the Work and involves a change in the Contract Price and/or Contract Time.
<i>Construction Drawings</i>	Synonym for Drawings.
<i>Consultant</i>	Hey and Associates, Inc.
<i>Contract</i>	Synonym for Agreement.
<i>Contract Documents</i>	Project Manual, including all the written agreements between Owner and Contractor and all terms and conditions, and any bonds, drawings, specifications, written addenda or change orders entered into by the parties.
<i>Contract Price</i>	The moneys payable by the Owner to the Contractor for specific items of the Work.
<i>Contract Time</i>	The number of days or the date stated in the Agreement for the completion of the Work.
<i>Contractor</i>	The person, firm or corporation with whom the Owner has entered into the Agreement.
<i>Day</i>	A calendar day of twenty-four hours measured from midnight to the next midnight.
<i>Drawings</i>	The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Consultant, and are referred to in the Contract Documents.
<i>Engineer</i>	Hey and Associates, Inc.
<i>Field Order</i>	A written order issued by the Owner or Owner's representative which orders minor changes in the Work but does not involve a change in the Contract Price or Contract Time.
<i>Owner</i>	The Waukegan Park District.
<i>Owner's Representative</i>	Hey and Associates, Inc.
<i>Plans</i>	Synonym for Drawings.
<i>Project</i>	The total construction of which the Work may be the whole or a part as indicated elsewhere in the Contract Documents.

<i>Specifications</i>	The Detailed Special Provisions.
<i>Standard Specifications</i>	The current (at the time Contract was executed) adopted edition of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, and all Supplemental Specifications.
<i>Subcontractor</i>	An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the Work on the project.
<i>Work</i>	The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction all as required by the Contract Documents.

END OF SECTION

SECTION 01 56 26 - TEMPORARY FENCING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish and install temporary security fence as shown and specified and all work necessary and incidental thereto as indicated, specified and/or required for the completion of all the Work.
- B. Removal of temporary security fence on completion of the maintenance period at which time the Contractor may retain the temporary security fence.
- C. Maintenance and removal of construction fence installed by Owner.
- D. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person will direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations including the requirements of the City of Waukegan.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of a conflict between the requirements of these Specifications and the law, rules or regulations of Federal, State or Local agencies, the more restrictive will govern.

1.04 SUBMITTALS

- A. None required.

1.05 SATISFACTORY PERFORMANCE

- A. Work will at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer will inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension will not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Construction Fence (By Owner):
 - 1. Plastic mesh fencing supported by steel posts driven into the ground or set in precast concrete blocks where indicated on Drawings or as required to provide visual warning and control.
 - 2. Height: 48 inches minimum.
 - 3. Color: Safety orange.

4. Posts for construction fence will be made of rolled steel and will be T-shaped in cross-section
 - i. Each post will be approximately 1 3/8" x 9/64", 1.33 lbs. per lin. Ft. and will be 6 feet in length.
 - ii. The steel will meet the requirements of ASTM Specification A36.
 - iii. Each post will be coated thoroughly with two coats of good grade alkyd paint prior to delivery, as approved by the Owner.
 5. Each post will be equipped with a steel anchor plate riveted approximately 14 inches from the lower end of the post. The plate will be made of the same quality of steel as that required for the posts, and will measure not less than 4 inches wide and will be not less than 3/16 of an inch thick; coating will be the same as for the post.
- B. Temporary Security Fence (By Contractor):
1. Chain link fencing to be free standing and supported by horizontal and vertical cross bars for added support.
 2. Height: 72 inches minimum.
 3. Complies with ASTM A392-06 standard for Zinc-coated chain link fence.
 4. Include lockable gate.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install construction fencing as shown on the drawings (By Owner).
- B. Secure fence by fastening to posts with wire ties and stretch tight so that no warped or slack sections appear. Line posts will be placed a maximum of 8 feet apart (By Owner).
- C. Install temporary security fence as approved by Owner. Sand bags shall also be used for fence stability to ensure safe conditions for park users during the course of construction activities (By Contractor).

3.02 MAINTENANCE

- A. All temporary fencing shall be maintained in good condition for the duration of the project to the satisfaction of the Owner.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 1. Trash or other such materials will not be allowed to accumulate.
 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the Work has been completed.
 2. Remove all temporary fencing measures after maintenance period. Construction fencing shall be returned to the Owner.
- C. Repair:
 1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

END OF SECTION

SECTION 01 57 13 - TEMPORARY SOIL EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide soil erosion and sediment control measures required during construction activities as shown and specified until the site is permanently stabilized (By Owner).

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- B. Protect the ravine and wetlands from any and all erosion and/or sedimentation that results from work.
- C. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 01 74 23 Restoration

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations including but not limited to the requirements of the City of Waukegan, the Lake County Stormwater Management Commission and the Illinois Environmental Protection Agency.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of a conflict between the requirements of these Specifications and the law, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.
- D. Contractor is responsible for all soil erosion and sediment control inspections, record keeping, and other requirements. It is solely the responsibility of the Contractor to understand and comply with all regulations. Any soil erosion and sediment control related fines or other penalties imposed upon the Owner as a result of the Contractor's action(s) or inaction(s) shall be the responsibility of the Contractor.
- E. All temporary erosion control must comply with the City of Waukegan and Lake County Stormwater Management Commission standards, Section 280 of the IDOT Standard Specifications.

1.04 SUBMITTALS

- A. Provide a plan describing the proposed sequence of activities for each project site for the Owner or Engineers approval prior to commencement of work.
- B. Provide any other submittals required for compliance with applicable laws and regulations.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Perimeter Erosion Barrier (By Owner):
 - 1. 8" diameter filter sock comprised of wood chips manufactured by EROTEX or approved equal. Comply with manufacturers specifications.
- B. All other materials:
 - 1. Comply with Article 280.02 of the IDOT Standard Specifications, the City of Waukegan, The Lake County Stormwater Management Commission, the Illinois Urban Manual, and are subject to approval by the Owner or Engineer, and regulatory agencies.

PART 3 EXECUTION

3.01 GENERAL

- A. An on-site pre-construction meeting must be held with the Contractor, Owner, Engineer, and regulatory agencies having jurisdiction over soil erosion and sediment control prior to the commencement of land disturbing activities.
- B. The Owner will install the initial erosion control measures indicated on the drawings. Contractor will assume responsibility of maintaining erosion control measures throughout the duration of the Contract.
- C. Provide additional soil erosion and sediment control measures as necessary, and at no additional cost to the Owner, to ensure compliance with all local, county, state, and federal pollution control regulations unless specifically otherwise stated herein. The Work shall not be construed as compliant if the Owner or Engineer does not direct the Contractor to provide these measures. Compliance shall be determined solely by the agency responsible for enforcement of any such regulations.
- D. Utilize methods and sequencing of vegetation removal, demolition, earthwork, and other land disturbing activities to minimize erosion.
- E. Conduct work in a manner that does not divert water outside of the project limits, including onto adjoining property, without prior written permission from the Owner.
- F. The discharge of water from either pumping or stormwater runoff must meet applicable state and federal standards for water quality and/or be treated to prevent discharge of sediment to adjacent wetlands or water courses.
- G. Perform maintenance as needed and remove material when bulges develop or when sediment has built up to one-third the height of the filter sock.
- H. Remove any accumulated sediment and properly dispose of same prior to removing temporary soil erosion and sediment control measures.
- I. Maintain all temporary soil erosion and sediment control measures in good working order throughout the duration of the Work until such time as permanent stabilization measures have been established.
- J. If the Contractor fails to maintain the temporary erosion control measures, the Owner may (at the expiration of a period of 24-hours, after having given the Contractor written notice) proceed to maintain the measures as deemed necessary. The cost thereof shall be deducted from any compensation due the Contractor under this Contract.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.

3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.

B. Removal:

1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the Work has been completed.

2. Remove all temporary soil erosion and sediment control measures after permanent erosion control measures have been established.

C. Repair:

1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

A. Schedule an inspection of temporary soil erosion and sediment control measures prior to the start of land-disturbing construction activities with Owner, Engineer or applicable agency.

B. Regularly inspect soil erosion and sediment control measures as required by applicable regulations.

END OF SECTION

SECTION 01 71 13 - MOBILIZATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes work preparatory to commencement of construction activities.
- B. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 01 56 26 Temporary Fencing
 - 4. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Prior to delivery of any equipment or materials to the site, submit a written description and/or shop drawing(s) of any temporary modifications to the site, such as but not limited to staging areas, not described elsewhere on the plans or in the specifications, but required by the Contractor for completion of the Work.
- B. Prior to the commencement of work, submit required licenses, permits or other such approvals necessary or required by law.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. None required.

PART 3 EXECUTION

3.01 METHOD

- A. Contractor to obtain any necessary licenses, permits, or other such approval(s) necessary to complete the Work prior to the commencement of said Work, including payment of any associated fees.
- B. Notify affected utility companies before starting work and comply with their requirements. Notify JULIE Illinois One Call at (800)892-0123 a minimum of 72 hours prior to any land disturbing activities.
- C. Contractor is responsible for moving personnel and equipment to and from the site in a timely manner, arranging for utilities necessary or convenient to completion of the Work, and establishment of staging area(s).
- D. Provide temporary staging and security measures beyond those existing as necessary. Materials and equipment shall not be left at the project site unsecured, in an unsafe manner or unsightly condition.
- E. Remove all temporary staging and security measures constructed for the project unless otherwise approved by the Owner.
- F. Protect existing trees, benchmarks, monuments, property corner markers, improvements, facilities, utilities, the public, and adjacent property from damage during completion of the Work.
- G. Conduct operations with a minimum of interference to public or private accesses and facilities. Maintain site ingress and egress in good condition at all times, and clean and keep clear all roadways daily or as otherwise required by the governing authority.
- H. Provide dust control with sprinkling systems or approved equivalent systems and equipment at such times deemed necessary by the Owner or as required by law.

3.02 CONSTRUCTION LAYOUT

- A. The Contractor shall provide construction staking for this project. The Contractor shall establish from the given survey points and bench marks shown on the plans all the control points necessary to construct the individual project elements.
- B. The locations of park features, utilities and control points as shown on the plans represent data received from various sources including survey. The Contractor shall conduct his own investigations into the location and nature of any variations to the work area which may alter the work under this contract. The Contractor shall notify the Owner immediately of any deviation in the work areas.
- C. The Contractor may request electronic CADD Files for this project to assist with project layout. The Contractor should make the written request for the electronic files to the Owner.

3.03 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks and other paved areas to be kept free of debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

3.04 INSPECTION

- A. Schedule an inspection with Owner of staging area(s) or other such temporary site modifications.
- B. Schedule an inspection with Owner of Contractor layout prior to the installing improvements.

END OF SECTION

SECTION 01 74 23 - RESTORATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes restoration, to pre-project or better conditions, of property disturbed during construction including but not limited to lawns, trees, shrubs, walls, walks, trails, pavement, edging, structures, or other such existing site improvements.
- B. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 32 92 19 Seeding
 - 3. 32 92 23 Sodding

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. None required.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. All products must be equal to or better than the original existing item.
- B. Straw, excelsior, coir, and synthetic erosion control blankets shall not be permitted except as specifically described herein. Erosion control blanket for miscellaneous restoration shall be North American Green S75 or approved equal.

PART 3 EXECUTION

3.01 METHOD

- A. Landscape work governed by this section shall be as per Article 201.07 of the IDOT Standard Specifications except as specifically modified herein.
- B. Notify the Owner or Engineer prior to intentionally disturbing any areas not specifically called out on the plans.
- C. Notify the Owner or Engineer immediately after any incidental or unintentional disturbance not specifically called out on the plans.
- D. Limit disturbance to existing improvements and landscaping to that required for construction.
- E. Restore (at Owner's direction) any and all disturbances to existing improvements, pavement, curbs, irrigation, structures, landscaping, wetlands, signage, fencing, or other such property to pre-disturbance conditions or better. The Owner also reserves the right to correct any such damages himself and deduct the cost of said repairs from the amount owed to the Contractor.
- F. Remove and properly dispose of any damaged materials.
- G. The Contractor shall be responsible for performing any surface restoration required due to damages caused by storing material and/or equipment outside the areas to be excavated including fine grading of areas to be seeded or sodded by Owner.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Schedule an inspection of any significant disturbance by the Contractor not specifically called out on the plans.
- B. Schedule an inspection of all restoration work.

END OF SECTION

SECTION 02 32 00 - GEOTECHNICAL INVESTIGATIONS

PART 1 GENERAL

Soil borings were performed on July 29, 2014 and the Geotechnical Exploration and Analysis was prepared on September 19, 2014 by Midland Standard Engineering & Testing, Inc. The report is provided herein. This information is provided to the Contractor for informational purposes only. It is not guaranteed to be representative of conditions at any specific locale, or of the range of conditions that the Contractor might encounter while undertaking the Work. The Contractor will make their own investigations and plan their work accordingly.

Bidders may **NOT** contact Midland Standard Engineering & Testing, Inc. directly with questions. Forward all questions in writing to mtrigg@waukeganparks.org or fax to 847-244-7345 no less than five (5) business days prior to the scheduled bid opening date.

FULL REPORT CAN BE FOUND ON PAGES FOLLOWING THIS SECTION

END OF SECTION



MSET

WWW.MSETINC.COM

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive, Unit 6 East Dundee, Illinois 60118

(847) 844-1895 f (847) 844-3875

September 19, 2014

Mr. Kevin Kleinjan

Hey and Associates, Inc.

26575 West Commerce Drive, Unit 601

Volo, Illinois 60073

Re: Geotechnical Exploration and Analysis

Bowen Park Expansion Program

Waukegan, Illinois

MSET Project No. 14390

Dear Mr. Kleinjan:

We have completed the field exploration work and analysis of the subsurface conditions for the referenced project.

Scope

The purpose of this exploration and analysis was to determine the various components of the soil and groundwater conditions and provide recommendations for foundations, slope stability and infiltration.

The scope of this exploration included a geological reconnaissance of the site, a review of existing soil and foundation records, subsurface exploration, soil testing, and an engineering analysis and evaluation of the materials encountered.

General

The exploration and analysis of the foundation and subsurface conditions reported herein are considered in sufficient detail and scope to a form a reasonable basis for final design. This report has been prepared for the exclusive use and specific application to the proposed project.

The recommendations submitted are based on the available soil information and available site development information. Any revision in the plans for the proposed structures from those enumerated in this report should be brought to the attention of the Soils Engineer to determine if changes in the recommendations are required. Any deviations from the noted subsurface conditions that are encountered during construction should also be brought to the attention of the Soil Engineer.

The Soils Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology. No other warranties are implied or expressed. After the plans and specifications are more complete, it is recommended that the Soils Engineer be provided the opportunity to review the final design and specifications in order that the earthwork and foundation recommendations may be properly interpreted and implemented. It may be necessary to submit supplementary recommendations at that time.

FIELD EXPLORATION

General

Our exploration program consisted of making three (3) structure borings, labeled B-1 through B-3 to a depth of ten (10) to fifteen (15) feet below the ground surface. Soil borings were laid out in the field by a representative of Hey and Associates, Inc. Boring locations are outlined in the attached Boring Location Diagram. The ground surface elevation at each boring location was estimated from a provided contour map.

Drilling Equipment

The soil boring was drilled using a drill rig equipped with a rotary head. Continuous flight augers were used to advance the holes.

Sampling and Standard Penetration Test Procedures

Representative samples were obtained by the use of split-spoon sampling procedures in accordance with ASTM Procedure D-1586.

During the split-spoon sampling procedures, a standard penetration test was performed in accordance with current ASTM D-1586 Procedures. At sampling intervals, advancement of the boring was stopped and all loose material removed from the borehole. The sampler was then lowered into the borehole and seated in undisturbed soil by pushing or tapping, taking suitable precautions that the rods were reasonably tight. The sampling spoon was then driven using an automatic drop hammer. During the sampling procedure, the standard penetration value (N) of the soil was determined. The standard penetration value (N) is defined as the number of blows of a one hundred-forty pound (140 lb) hammer required to advance the spoon sampler one foot (12") into the soil.

The results of the standard penetration tests indicated the relative density and comparative consistency of the soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The results of standard penetration tests can be found on the attached boring logs.

Strength Tests

A calibrated hand penetrometer was used to aid in determining the strength and consistency of cohesive soil samples (Qp) in the field. Split spoon samples were subjected to unconfined compressive strength testing (Qu) by the RIMAC Method as modified by IDOT. Consideration must be given to the manner in which the values of the unconfined compressive strength were obtained. Split-spoon sampling techniques provide a representative, but somewhat disturbed soil sample.

Water Level Measurements

Water level observations were made during and immediately after the boring operations and are noted on the attached boring logs. In relatively pervious, sandy soils, the water level elevations would be considered reliable. In relatively impervious, clayey soils, the accurate determination of the groundwater elevation may not be possible, even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table, and volumes of water will depend on the permeability of the soils.

LABORATORY TESTING

Scope

A supplemental laboratory-testing program was conducted to ascertain additional pertinent engineering characteristics of the foundation materials necessary in analyzing the behavior of the proposed construction. The soils laboratory work was performed in accordance with applicable ASTM standards. The laboratory-testing program included supplementary visual classification, unconfined compressive strength on cohesive samples, and moisture contents on all samples. The results of laboratory testing are reported on the boring logs that are attached.

SUBSURFACE CONDITIONS

Soil Conditions

Borings B-1 and B-2 were located along the south side of the existing creek that runs through the park. The soil profile encountered consisted of 8 to 12 inches TOPSOIL over brown and grey Sandy CLAY, SC to Sandy SILT and Silty SAND, SM. Sandy CLAY, SC soils were found to be very stiff to hard in consistency with strengths (Q_p) between 2.0 to 4.5 tons per square foot and moisture contents between 15 and 16 percent. Sandy SILT to Silty SAND, SM soils were found to be slightly dense to medium dense with standard penetration values (N) of 8 to 16 blows per foot and moisture contents of 18 to 21 percent.

Boring B-3 was located off the northeast corner of the southern parking lot area. The soil profile encountered consisted of 36 inches brown Sandy CLAY TOPSOIL over brown to grey Silty CLAY, CL with intermittent silt seams throughout. The natural clay soils were found to be stiff to hard in consistency with unconfined compressive strengths (Q_u) of 1.03 to 5.15 tons per square foot and moisture contents between 17 to 22 percent. Details of the soil conditions at each boring location are presented on the attached boring logs.

Groundwater Conditions

Groundwater measurements were made during and immediately after drilling operations were completed. Groundwater was encountered during the drilling operations at borings B-1 and B-3 at a depth of 3 to 8 feet below the existing ground surface elevation. Details of the groundwater measurements at each boring location are presented on the attached boring logs.

PROJECT LOCATION AND DESCRIPTION

Project Location and Description

The project site is located at northeast corner of North Sheridan Road and West Greenwood Avenue at the Bowen Park owned the Waukegan Park District. Proposed work in the area include the following:

1. A Universally Accessible Boardwalk crossing the creek that runs through the center of the property. (B-1)
2. A Cascading Granite Boulder Water Feature located towards the east side of the property between the existing foot bridge and drop structure. (B-2)
3. A Rain Garden located off the northeast corner of the southern parking lot. (B-3)

DISCUSSION AND RECOMMENDATIONS

Boardwalk Foundations

Boring B-1 was located near the southwest boardwalk abutment. The soil profile encountered consisted of brown Sandy CLAY, SC over brown to grey Sandy SILT to Silty SAND, SM. The abutment is anticipated to be founded on a cast in place concrete footing and should be located at a minimum depth of 3-1/2 feet below final exterior grade to eliminate the affects of frost action and alleviate the effects of seasonal variation in moisture content on the behavior of the foundation system.

A net allowable soil bearing pressure for the ABUTMENTS - up to **3000 pounds per square foot** may be used to footings founded at the recommended depth on approved properly prepared natural profile soils or a properly constructed Granular Structural FILL.

The boardwalk is planned to be supported on a pin foundation such as DiamondPier®. This foundation system consists of precast concrete head set in a shallow hole with steel pins driven into the soil. At that depth, boring B-1 encountered low plasticity Sandy SILT to Silty SAND, SM. Cobbles or boulders were encountered in the boring from 4.5 to 7 feet below the surface. This may affect the pin placement and effectiveness of the pier foundation.

Water Feature Discussion

Towards the east side of the park an existing concrete weir/drop structure is located at the head of the ravine. Plans for this area are to use existing granite boulders in the area and to reconfigure them to create a step-down water feature between the existing footbridge and the drop structure.

The soil profile in the area includes Sandy CLAY, SC soil with intermittent fine sand seams throughout. Steps to prevent erosion from below the granite boulders should be considered. The nature of the soils, specifically the fine sand seams are prone to erosion. A protective barrier, such as graded stone bedding with a geotechnical fabric on the exposed subgrade should be included in the design.

Rain Garden Discussion

A rain garden is planned to be located off the northeast corner of the southern parking lot. An emergency overflow pipe will be installed to remove excess water away from the area. The soil profile in the area in Silty CLAY, CL soils with intermittent silt seams throughout. Water movement through these soil types are typically slow and storm water infiltration rates into the natural soil profile will be slow. An under drain system tied to the site storm water may be required.

A slope stability analysis was performed on the existing slope and with the addition of a rain garden at the top of the slope. The factor of safety was determined to decrease slightly with the addition of rainwater infiltrating at the surface, however the factory of safety was determined to exceed 2.0, which is outside the concern of potential failure.

Closure

Thank you for the opportunity to offer our services. If you should have any questions regarding this report, please feel free to call.

Very truly yours,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



Michael H. Prigge, P.E.
Project Engineer



William J. Wyzgala, P.E.
Principal

Attachments: Boring Location Diagram
Boring Logs (B-1 through B-3)
General Notes



Google earth

© 2014 Google

Imagery Date: 4/2/2013 42°23'12.06" N 87°49'49.69" W elev 638 ft eye alt 1258 ft

1994

PROJECT: **Bowen Park Expansion**




SITE LOCATION: **Waukegan, IL**

BORING LOCATION: **SW Boardwalk Abutment**

CLIENT: **Hey & Associates**

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS		REMARKS
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	
0		TOPSOIL - 12 inches	637.5						
2.5		Brown Sandy CLAY, trace Gravel, SC	636.5	SS	1	8	18		
5		Brown to Grey Sandy SILT to Silty SAND, SM, medium dense	634.5	SS	2	50/4"	21		
7.5		some Cobbles and Boulders at 4.5' to 7'		SS	3	16	18		
10		End of Boring at 10 feet	627.5	SS	4	12	21		

Hole Caved at 1.7' Upon Completion

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING:  3.0'
 IMMEDIATELY AFTER DRILLING: 
 DELAYED READING AFTER 



BORING STARTED: 7/29/14
 BORING COMPLETED: 7/29/14
 LOGGED BY: MHP
 BORING METHOD: CFA

PROJECT: **Bowen Park Expansion**

SITE LOCATION: **Waukegan, IL**

BORING LOCATION: **SW of the Existing Weir Structure**

CLIENT: **Hey & Associates**

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	
0		TOPSOIL - 8 inches	636.0							
0		Brown Sandy CLAY, littel Gravel, SC, hard to very stiff	635.3							
2.5		intermittent fine sand seams throughout		SS	1	13	15		4.5 P	
5				SS	2	7	16	105	2.62	
7.5				SS	3	5	16		2.0 P	
10		Light Brown Clayey SILT to Silty CLAY, CL-ML, soft	627.5	SS	4	4	22			
10		End of Boring at 10 feet	626.0							

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING: none
 IMMEDIATELY AFTER DRILLING: dry
 DELAYED READING AFTER



BORING STARTED: 7/29/14
 BORING COMPLETED: 7/29/14
 LOGGED BY: MHP
 BORING METHOD: CFA




PROJECT: **Bowen Park Expansion**

SITE LOCATION: **Waukegan, IL**

BORING LOCATION: **Proposed Rain Garden**

CLIENT: **Hey & Associates**

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	
0		TOPSOIL: Dark Brown Sandy CLAY, SC, stiff	637.5							
2.5				SS	1	6	17	102	1.53	
5		Light Brown Silty CLAY, CL, stiff to hard intermittent silt seams throughout	634.5							
7.5				SS	2	7	19	108	1.03	
				SS	3	19	22	106	3.71	
				SS	4	20	17	113	5.15	
				SS	5a	20	19		3.92	
				SS	5b		19		--	
12.5		Grey SILT, ML, very stiff	625.5							
		Grey Silty CLAY, CL, very stiff	624.5							
				SS	6	20	18	112	3.30	
15		End of Boring at 15 feet	622.5							

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING:  8.0'
 IMMEDIATELY AFTER DRILLING:  7.0'
 DELAYED READING AFTER 



BORING STARTED: 7/29/14
 BORING COMPLETED: 7/29/14
 LOGGED BY: MHP
 BORING METHOD: CFA

GENERAL NOTES

PARTICLE SIZE DESCRIPTION & TERMINOLOGY

Coarse Grained or Granular Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are non-cohesive. In addition to gradation, granular soils are defined on the basis of their relative in-place density and the fine grained soils on the basis of their strength or consistency and their plasticity.

Major Component of Sample	Size Range	Descriptive Term of Components Also Present in Sample	Approximate Quantity (Percent)
Boulders	Over 8 in. (200 mm)		
Cobbles	8 inches to 3 inches (200 mm to 75mm)	Trace	1 - 9
Gravel	3 inches to #4 sieve (75mm to 4.75mm)	Little	10 - 19
Sand	#4 to #200 sieve (4.75mm to 0.075mm)	Some	20 - 34
Silt	Passing #200 sieve (0.075mm to 0.002mm)	And	35 - 50
Clay	Smaller than 0.002mm		

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

GRANULAR SOILS

DENSITY CLASSIFICATION	APPROXIMATE RANGE OF N *
Very Loose	0 - 3
Slightly Dense	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 - 80
Extremely Dense	80 +

COHESIVE SOILS

CONSISTENCY	UNCONFINED COMPRESSIVE STRENGTH, Q_u - TSF	APPROXIMATE RANGE OF N *
Very Soft	0.25	0 - 2
Soft	0.25 - 0.49	3 - 4
Firm	0.50 - 0.99	5 - 8
Stiff	1.00 - 1.99	9 - 15
Very Stiff	2.00 - 3.99	16 - 30
Hard	4.00 - 8.00	31 - 50
Very Hard	8.00 +	Over 50

* STANDARD PENETRATION TEST (ASTM D1586) - A 2.0" outside-diameter, split barrel sampler is driven into undisturbed soil by means of a 140 pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven 3 successive 6 inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 DESCRIPTION

- A. Construct cast-in-place concrete footers for boardwalk pilings (if needed) in accordance with Section 32 34 00. Concrete footers (if needed) shall be considered incidental to boardwalk construction.
- B. Related sections include the following:
 - 1. 32 34 00 Boardwalks

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Concrete mix design from batch plant.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 CAST-IN-PLACE CONCRETE

- A. Concrete shall be Class SI Portland cement concrete conforming to Section 1020 of the Standard Specifications.
- B. Concrete shall have a minimum strength of 4,000 PSI at 28 days and shall contain between 4 and 7 percent entrained air, by volume.

2.02 COARSE AGGREGATE

- A. Coarse aggregate shall be CA-7 conforming to Article 1004.01 of the Standard Specifications.

2.03 CONCRETE REINFORCEMENT BARS

- A. Concrete reinforcement bars (e.g. re-bar) shall conform to Article 1006.10 of the Standard Specifications.

PART 3 EXECUTION

3.01 METHOD

- A. Construct cast-in-place concrete footings with reinforcement bars as needed.
- B. Concrete to be hauled / transported to designated areas from vehicular drives using buggy or other means approved by Owner. Driving concrete trucks through areas within the park not designated for vehicular traffic will not be tolerated.
- C. Concrete pours shall be completed during morning hours only and Contractor must have at least one person on-site until 3 PM on days concrete pours occur.
- D. Contractor is responsible for protecting the Work in progress from vehicular, foot, bicycle and other traffic until 3 PM daily.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess concrete to be properly disposed of by the Contractor.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Schedule an inspection of layout prior to the commencement of the Work with Owner or Engineer.

END OF SECTION

SECTION 32 34 00 - BOARDWALKS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section defines the performance design requirements for boardwalk structures in accordance with the plans as shown and specified.
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 01 74 23 Restoration
 - 4. 03 3000 Cast-in-place Concrete

1.02 QUALITY ASSURANCE

- A. Work shall be performed in accordance with referenced standards.
- B. ASTM International, (ASTM):
 - 1. ASTM A325 - Standard Specification for High Strength Bolts.
- C. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO LRFD Bridge Design Specifications Customary U.S. Units, 5th Edition, with all applicable interims.
 - 2. LRFD Guide Specifications for the Design of Pedestrian Bridges, Latest Edition.
- D. Illinois Department of Transportation (IDOT):
 - 1. Standard Specifications for Road and Bridge Construction, Current Edition, including Supplemental Specifications.
- E. Americans with Disabilities Act Accessibilities Guidelines. (ADA or ADAAG).
- F. Illinois Accessibility Code, State of Illinois Capital Development Board (IAC).
- G. American National Standards Institute (ANSI)
 - 1. A21.1 Safety requirements for floor and wall openings, railings, and toe boards.
 - 2. A58.1 Minimum design loads in buildings and other structures.
 - 3. EA117.1 Accessible and usable buildings and facilities.
- H. American Society for Testing and Materials (ASTM)
 - 1. E 894 Standard test methods for anchorage of permanent metal railing systems and rails for buildings.
 - 2. E 935 Standard test methods for performance of permanent metal railing systems and rails for buildings.
 - 3. E 985 Specifications for permanent metal railing systems and rails for buildings.
- I. International Code Council (ICC) - A117.1 - 2009, Section 505.
- J. Occupational Safety & Health Administration (OSHA).
- K. Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- L. Applicable state and local building codes, including IBC, BOCA, UBC, etc.
- M. At least one person must be present at all times during execution of this portion of the work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- N. Contractor shall have a minimum of fifteen (15) years of experience; and have successfully completed a minimum of five (5) similar projects.
- O. Boardwalk fabricator shall have the personnel, organization, experience, capability, and commitment to perform work.
- P. Boardwalk structure fabricator shall maintain full-time staff for inspection of boardwalk structure fabrication, maintaining accurate records, and other necessary aspects of boardwalk structure fabrication to ensure consistently high levels of quality fabrication.

- Q. The Design Engineer retained by the Contractor shall be a licensed Structural Engineer registered in the State of Illinois having with a minimum of fifteen (15) years of experience designing similar boardwalk and bridge structures.
- R. Workmanship, fabrication, and shop connections shall be in accordance with American Association of State Highway and Transportation Officials Specifications (AASHTO).
- S. Marking of Pressure Treated Wood: Each piling, piece of lumber, or plywood shall be marked showing compliance with specified standards if within standard marking size range.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Section 01 3300 – Submittal Procedures: Requirements for submittals.
- B. Submit product data, shop drawings, structural calculations.
 - 1. The Contractor shall submit Shop drawings and design calculations which have been prepared and sealed and signed by a Structural Engineer registered in the State of Illinois and meeting the quality assurance requirements of this specification. The Contractor shall be responsible for verification of all field dimensions prior to boardwalk structure fabrication.
 - 2. Shop drawings shall be original drawings, specifications and calculations prepared specifically for this project and not generic ‘boiler plate’ documents from other unrelated projects. They shall include the name, Owner’s project number, location and date.
 - 3. Shop drawings shall include all plans, elevations, sections, details, labels and notes to fully describe material type, quantity, quality and size; layout, location, fabrication, erection and setting of assemblies; and references and industry standards to govern the construction. They shall also include all structural studies and calculations for all structural members, fasteners and assemblies to verify the structural integrity, required load capacities and compliance with the stated design goals.
 - 4. Prior to fabrication of the handrail, shop drawings shall be submitted to the Project Designer and shall include the following:
 - a. Plans showing location of handrail required for the project with all necessary dimensions.
 - b. Detailed drawings to show standard handrail elevations, typical railing connections, anchoring systems and expansion joints.
 - 5. Contractor shall submit complete product testing and structural calculations for a modular pre-engineered railing system. All test results or calculations shall be certified by a Professional Engineer or listed by the manufacturer for the intended use.
 - 6. The Contractor shall carefully review the shop drawings for discrepancies, omissions, material availability, and construction conflicts. The Contractor shall clearly stamp and sign the shop drawings with any suggested changes, deviations and / or approval based on this review before submittal to the Engineer.
- C. Certification of compliance for wood preservative treatment from the treating facility shall be provided before commencement of work.
- D. The boardwalk Contractor shall provide detailed information regarding the round wood pile driving equipment and methods to be used on the project, including tractor model and vibratory driver attachment specifications to verify driving capacity. The Engineer shall review the proposed equipment, accessories and methods for compatibility with the project. However, the adequacy of the equipment shall remain the responsibility of the Contractor.

- E. Manufacturer's data sheets indicating metal type and corrosion resistance treatment details shall be provided for all connectors and fasteners and must be approved by the Engineer before the commencement of work.
- F. Warranty information.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Consultant.
- B. Owner or Consultant shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Consultant.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Consultant to suspend the performance of any or all other Work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.
- F. Deliver and store materials per manufacturer's written instruction.
- G. All pressure treated material shall be stored, for the duration of the project, in a manner that will prevent damage to the lumber, or any condition that might affect treatment.
- H. Boardwalk contractor is responsible for keeping lumber banded and/or covered, as may be needed.
- I. The lumber supplier shall provide a warranty against defects in material and workmanship for a period of twenty (20) years from the completion date of the structure.
- J. The completion date of the structure shall be determined only after correction of any defects noted during a complete inspection by the Engineer, Contractor and boardwalk foreman. The Contractor shall re-inspect the structure within one year of the completion date and after the wood members have adequately dried and have attained a stable dimension. Defects and improperly seated fasteners found during the re-inspection shall be promptly remedied.

1.06 BOARDWALK DESIGN CRITERIA

- A. The boardwalks and other required or indicated accessory items shall be designed and provided as indicated on the Drawings. Coordinate with other trades. The boardwalk structure is to conform to the minimum requirements as shown on the drawings and specifications and that any changes required due to the actual boardwalk structure provided by the manufacturer of the fabricated boardwalk structure shall be made by the Contractor at no additional cost to the Owner.
- B. Governing Design Codes / References
 - 1. Structural members shall be designed in accordance with recognized engineering practices and principles as follows: American Institute of Timber Construction (AITC), U.S. Forest Products Laboratory, American Forest & Paper Association (AF&PA).
 - 2. Sawn lumber shall be designed in accordance with: ANSI/AF&PA NDS, "National Design Standard for Wood Construction", as published by the American Forest & Paper Association or the "Timber Construction Manual" as published by the American Institute of Timber Construction (AITC).
- C. Boardwalk shall be designed utilizing a stringer-to-pile cap construction method. Stringers are to be aligned in the direction of the structures path.
- D. Width: As indicated on Drawings.
- E. Span: As indicated on Drawings.
- F. Camber: The boardwalk shall maintain a consistent deck elevation as designated by the site information provided for this specification.
- G. Existing concrete abutments shall be used. Connecting to abutments shall be incidental to boardwalk construction.

- H. Dead Load. The boardwalk structure shall be designed considering its own dead load (superstructure and original decking) only. No additional dead loading need be considered.
- I. Uniform Live Load Bridge / Boardwalk decks and supporting floor systems and main supporting members shall be designed for a minimum uniform live load of 85 pounds per square foot, with no reduction allowed. All boardwalks will be used by pedestrians and therefore shall be designed to withstand their anticipated loads and impact.
- J. Concentrated Loads: The boardwalk superstructure, floor system and decking shall be designed for each of the following point load conditions:
 - 1. All of the concentrated loads shall be placed so as to produce the maximum stress in each member being analyzed.
- K. Wind Load: The boardwalk and bridge structure shall be designed for wind loads in accordance with AASHTO section 3.
- L. Hydraulic and debris Load: All boardwalk structures shall be designed for hydraulic and debris loads of the intensity required by AASHTO criteria unless specified otherwise.
- M. Seismic: All boardwalk structures shall be designed for seismic loads of the intensity required by AASHTO criteria unless specified otherwise.
- N. Minimum Loads:
 - 1. Boardwalk and bridge structures: 85 pounds per square foot loading.
- O. Deflection Criteria:
 - 1. Boardwalk structures: In accordance with AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, Section 5.
 - a. Not to exceed 1/360 of span length.
 - b. Not to exceed 1/220 of cantilever length.
- P. Safety rails: As indicated on Drawings.

PART 2 PRODUCTS

2.01 PILINGS

- A. Pilings must meet minimum requirements as specified by the American Society for Testing and Materials (ASTM) under the provisions of D25 (latest edition), standard specifications for round timber piles. Design of foundation shall follow the recommendations of geotechnical investigation report.
 - 1. Piling installation will be performed by vibrating the piling into the ground with a pre-approved method. Hand auguring and/or water jetting are not permitted for piling installation on this project.
 - 2. All boardwalk pilings shall be driven to refusal regardless of depth. Minimum pile depth to be five (5) feet below final grade.
 - 3. Upon encountering dense soil or other similar soil conditions that prevent driving piling, the auguring method may be utilized to assist in the installation of the piling.
 - 4. If refusal is met in less than five (5) feet deep; a concrete footer shall be added to stabilize piling. Boardwalk contractor shall design the footing size as per recommendation of Geotechnical Investigation report. Forms for footers are to be a temporary structure, constructed with plywood and all forms and scraps are to be properly discarded after footer construction. When necessary, footers shall be pinned to exposed rock formations with epoxy-coated rebar.

2.02 LUMBER

- A. All dimensional lumber, two inch (2") nominal thickness and larger (unless specified otherwise), shall be Southern Yellow Pine and graded under the Southern Pine Inspection Bureau (SPIB) guidelines. All

dimensional members are to be S4S, #1 grade or better, with .60 CCA treatment, and have the appropriate grade stamp clearly marked.

- B. All curbing and curb block shall be S4S, No. 1 and better, and shall have the appropriate grade stamp.
- C. All railing posts to be Southern Yellow Pine, #1 gr. kiln-dried after treatment (K.D.A.T.), or better with .06 lbs/Cu.Ft. retention and treated with 0.06 CA-C (Type C) or equal in accordance with the American Wood Preservers Association (AWPA) Standard U1, Use Category 3B, Commodity Specification (A).

2.03 DECKING

- A. Decking shall be 2"x6" plastic deck boards, Chocolate Brown color, manufactured by Lumberock Premium Decking.

2.04 RAILINGS

- A. The system, consisting of rails and pickets, shall be an aluminum component, non-welded modular, pre-engineered system. Rails and posts shall be fabricated from extruded aluminum metal and shall comply with VCC 1012.3.1 with an outside diameter of 1.25" to 2.0" with a minimum wall thickness of 0.145", Schedule 40.
- B. Railing shall be Age Craft Colonial (Standard) with 3/4"x2" Pickets in a black finish manufactured by Age Craft Manufacturing Inc.

2.05 HARDWARE AND MISCELLANEOUS MATERIALS

- A. Fasteners shall be provided with a hot-dip zinc coating (ASTM A-153) for treated lumber and where wood is in ground contact, subjected to high relative humidity or exposed to weather.
- B. All structural bolts for pilings shall be 3/4" diameter A307 hot dipped galvanized per AASHTO specification #M-232. Contractor shall design the structural bolts as per structural requirements.
- C. "Simpson" part number H-5 clips, or approved equal, shall be used for all stringer to beam connections.
- D. All steel shapes shall be hot dip galvanized after fabrication per AASHTO specification #M-111. All hardware shall be hot dip galvanized per AASHTO specification #M-232. All field modifications to steel parts shall be treated with cold galvanizing paint.
- E. All welding shall be per A.W.S. specifications by certified welders.
- F. Screws to secure composite decking shall be stainless steel flat head deck screws, #10 size, 2-1/2" long.
- G. Concrete (if required) shall be Class "P" and in accordance with Section 03 3000.

2.06 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering product that may be incorporated into the work include, but are not limited to, the following.
 1. DFI Bridge Corporation, 5055 Babcock Street NE Suite #4. Palm Bay, FL 32905. 866-727-7100.
 2. Lumberock Premium Decking, 885 Church Road, Elgin, IL 60123. 800-480-2327
 3. Age Craft Manufacturing Inc., 45 Madison Ave, Greensburg, PA 15601. 800-247-5487.

PART 3 EXECUTION

3.01 JOB SITE CONSTRUCTION REQUIREMENTS

- A. Contractor will flag off any structures, utilities, etc. that are adjacent to Contractor lay down area(s), access roads, and bridge/boardwalk sites to avoid any potential damage. Contractor is responsible for damages to marked areas.
- B. Where required by site conditions, the Engineer, or regulatory agencies, Contractor shall perform all work from deck level. All foot traffic shall be contained within six feet from boardwalk.

- C. The Owner is required to inspect and sign off for the boardwalk site both before and after construction to provide quality assurance.

3.02 INSTALLATION

- A. Boardwalks shall be installed at the locations shown on the Drawings. They shall be accurately located and staked using the approved control points. Curved boardwalks shall be staked at twenty foot (20') intervals, either at the structure center line or as an offset. The Consultant must approve all elevations and staking before the start of work.
- B. When located in wetlands or other designated sensitive areas, the Contractor shall perform all work from deck level. All foot traffic, tools and materials shall be contained within fifteen feet of the boardwalk.
- C. When severe weather conditions such as extreme temperatures, snow or ice interfere with proper construction techniques and craftsmanship, work shall be suspended until proper conditions are present.
- D. Installed deck surfaces shall be kept clean of foreign debris such as stone or soil, and protected from damage due to continued construction activity.

3.03 ROUND TIMBER PILES

- A. The Contractor shall drive each timber pile to a depth and resistance which meets or exceeds the loading requirements indicated on the plans and approved shop drawings. Estimated pile depths indicated in the Geotechnical Investigation report are provided for guidance only, and it shall be the sole responsibility of the Contractor to provide the exact pile depths required for the project. No additional compensation shall be allowed for installing piles to a greater depth than indicated in the Geotechnical Investigation report.
- B. All piles shall be driven to a minimum depth of five (5) feet below final grade. When the minimum depth cannot be met with the approved driving equipment, an auger with a diameter no greater than ninety percent (90%) of the pile diameter may be used (if allowed) before insertion as long as the minimum bearing requirements are achieved.
- C. All piles shall be driven from deck level or from outside the wetland boundary using only an approved vibratory compactor / driver and backhoe.
- D. The Owner may engage the services of an independent party to observe and approve the installation of one or more test piles.
- E. The Contractor shall compile and maintain a pile driving record on an approved plan which lists and locates each driven pile, the final pile depth from ground level to the pile tip and whether the pile was spliced. The pile driving record shall be submitted to the Engineer upon completion. Piles shall be adequately marked to determine exact depth.
- F. Installed piles shall not deviate from plumb more than ¼" per foot of pile length or six inches (6") total from the location of the pile top from original insertion location.
- G. Piles which have been split, cracked or otherwise damaged during driving shall be removed or abandoned, and a replacement pile installed.
- H. Splices shall be used only when the maximum usable pile length is insufficient to meet the required bearing capacity. Only approved splice methods shown on the drawings shall be used.
- I. Pile groups sharing a common pile cap shall be cut flush and level to each other such that the pile cap is contacted by every pile equally. Re-driving individual piles may be required due to soil disturbance when driving adjacent piles.
- J. All cuts, including end cuts and splices, shall be field-treated in accordance with AWPA Standard M4. A liberal application of a copper naphthenate preservative containing a minimum of two percent (2%) copper metal is specified.

3.04 STRUCTURAL WOOD MEMBERS

- A. Install in accordance with NFPA publication "Permanent Wood Foundation System: Design, Fabrication, Installation Manual" and Technical Report No. 7 "The Permanent Wood Foundation System: Basic Requirements", and APA Design/Construction Guide "Permanent Wood Foundation Guide to Design and Construction."
- B. No splices of pile caps, stringers or other structural wood members shall be allowed.
- C. All screws shall be pre-drilled to a maximum hole diameter no greater than the root or minor diameter of the screw and at least seventy-five (75%) of the screw depth.

3.05 COMPOSITE DECKING

- A. All decking boards shall be fully contacted by the support stringers below. Install decking with the wood-grained textured side up.
- B. No splices of deck boards shall be allowed.
- C. Maintain a continuous, neat screw pattern alignment parallel and consistent with the underlying stringer orientation.
- D. All screws shall be pre-drilled to a maximum hole diameter no greater than the root or minor diameter of the screw and at least seventy-five (75%) of the screw depth. Deck screws shall be countersunk to a depth of one-quarter inch (1/8").
- E. Deck boards which are cut along their length (ripped) to accommodate a curved design, shall measure at least two inches (2") across at the smallest end.
- F. The maximum allowable gap between deck boards shall be one-quarter inch (1/4").
- G. The maximum allowable difference in elevation between adjacent deck boards shall be one-quarter inch (1/4") without a planed bevel. The maximum allowable difference in elevation between adjacent deck boards where at least one (1) board has a planed bevel shall be one-half inch (1/2"). All planed bevels of deck boards shall be a minimum of one inch (1") wide.
- H. Deck boards which are end trimmed at curved sections shall be cut as an appearance of a continuous curve and not as individual straight bent sections. See sheets A1 Boardwalk Framing Plan and A3 Boardwalk Framing Plan for the desired look of the deck edge.

3.06 RAILINGS

- A. All boardwalks shall have handrail on both sides and comply with Section 505. ICC A117.1 - 2009.
- B. Handrail components shall be supplied based on site dimensions supplied by the Boardwalk Designer and shall be verified by the Contractor.
- C. All handrail sections shall be straight and true.
- D. Handrails shall be installed in strict accordance with the manufacturer's instructions.
- E. Load - Handrail shall be designed and installed to withstand a concentrated load of 200 lbs. applied anywhere on or throughout the system and 50 lbs. /LF in accordance with VCC 1607.8.
- F. Handrail shall provide a smooth and continuous gripping surface throughout the entire length of the ramp.
- G. A minimum clearance of 1 1/2" shall be maintained between the handrail and any obstructions above or behind the handrail.
- H. A minimum of 36" shall be maintained between handrails to provide clear access for users.
- I. Handrail system shall consist of one top rail 42" above the walking surface with a bottom rail positioned 3-15/16" on center above the walking surface.
- J. The slope of the handrail shall match the slope of the decking.
- K. The Contractor shall be responsible for all final measurements for modular pre-engineered handrail systems to ensure the handrails meet all applicable codes and specifications as stated herein.

3.07 CLEANING

- A. Contractor shall remove all stains, dirt, grease, or other substances by washing all railings thoroughly using clean water and soap; and rinse with clean water.

- B. Contractor shall not use acid solutions, steel wool, and other harsh abrasives.
- C. Contractor shall remove any foreign material which is permanently stained as well as damaged.

3.08 CLEAN-UP, REMOVAL, AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Consultant.

3.09 PROTECTION OF FINISHED WORK

- A. Do not permit traffic over unfinished boardwalk and bridge structures.

3.10 SCHEDULE OF BOARDWALK AND BRIDGE STRUCTURES

- A. West Boardwalk: See Sheet C3.0 of the Drawings.
- B. East Boardwalk: See Sheet C3.0 of the Drawings.

END OF SECTION

SECTION 32 92 19 - SEEDING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Install seed mixes and related products as indicated on the Drawings and in areas disturbed by Contractor's operations (By Owner).
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 3. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Prior to delivery of any materials to the site, submit a complete list of all seed to be used during this portion of the work. Include complete data on source, quantity and quality. Seed shall not be delivered to project site until this submittal has been approved.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 AREAS DESIGNATED FOR SEEDING ON DRAWINGS

- A. Provide and install IDOT CLASS 7 Temporary Turf Cover Mixture meeting the requirements of Section 250 of the Standard Specifications.
- B. Provide and install erosion control blanket if needed meeting the requirements of North American Green S75BN or approved equal.
- C. As an alternative to seeding and erosion control blanket, Owner provided wood chips may be used.

2.02 AREAS DESIGNATED FOR SODDING ON DRAWINGS

- A. As an alternate to sodding, provide and install IDOT CLASS 1 Lawn Mixture meeting the requirements of Section 250 of the Standard Specifications.

PART 3 EXECUTION

3.01 SEED BED PREPARATION

- A. Seed bed preparation shall not begin until all other site work, topsoil spreading and finish grading have been completed.
- B. All areas to be seeded shall be inspected and approved by the Owner prior to the sowing of seed.
- C. Surfaces to be seeded shall be loose and friable to a minimum depth of 3 inches. Hard and compacted surfaces are not acceptable and must be tilled and raked to provide a suitable seed bed. Any rocks, soil clods or other debris greater than 1 1/2" diameter that is generated shall be removed and disposed. The prepared surface shall be free from crusting and cracking.

3.02 SEED BED PREPARATION

- A. All areas of bare soil which have been graded or otherwise disturbed by construction shall be seeded, unless specified on the plans otherwise.
- B. No seed shall be sown during unfavorable conditions such as high winds or very wet soil.
- C. Temporary work areas, staging areas, haul roads and all other similarly disturbed areas which require restoration shall be prepared and seeded according to the requirements contained in this section.

3.03 EROSION CONTROL BLANKET

- A. Immediately after seeding is complete, place erosion control blanket on all areas as designated on the plans. Refer to the manufacturer's recommendation for selectin of staple patterns and quantities appropriate to the site conditions.
- B. The Contractor shall guarantee that all erosion control blanket remains securely in place until a minimum of 90% of the ground has been stabilized by germination and growth of permanent or temporary seed. Erosion control blanket shall be restapled, reapplied or otherwise reset as specified as often as necessary until stabilization has been achieved.

3.04 CLEAN-UP, REMOVAL, AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

END OF SECTION

SECTION 32 92 23 - SODDING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Install sod as indicated on the Drawings and in areas disturbed by Contractor's operations (By Owner).
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 3. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Prior to delivery of any materials to the site, submit a complete list of all sod to be used during this portion of the Work. Include complete data on source, quantity and quality. Sod shall not be delivered to project site until this submittal has been approved.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 AREAS DESIGNATED FOR SODDING ON DRAWINGS

- A. Provide and install sod meeting the requirements of Article 252.02 of the Standard Specifications.

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Conform to Articles 252.03 through 252.11 of the Standard Specifications.

END OF SECTION

Waukegan Park District

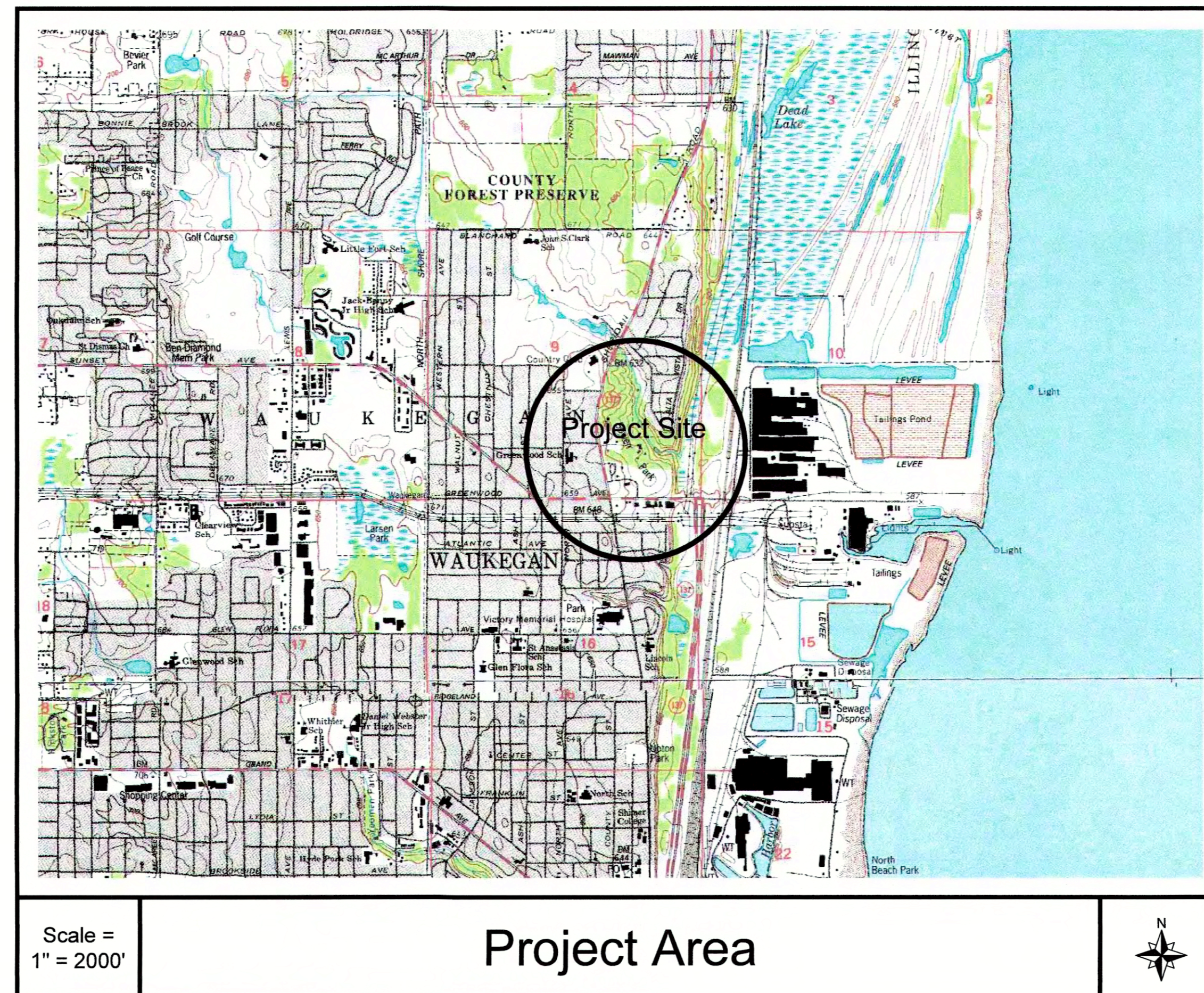
Bowen Park - Boardwalk Improvements

Client:

Waukegan Park District
 Park Maintenance Facility
 2211 Ernie Krueger Circle
 Waukegan, Illinois 60087
 Office: 847-360-4725
 Fax: 847-244-7345

Engineer:

Hey and Associates, Inc.
 26575 West Commerce Drive, Suite 601
 Volo, Illinois 60073
 Office (847) 740-0888
 Fax (847) 740-2888



Sheet Index:

1. C1.0 Cover Sheet
 2. C1.1 General Notes
 3. C1.2 Overall Plan
 4. C2.0 Site Preparation Plan
 5. C3.0 Layout & Materials Plan
- A1 Bridge Plan & Elevation
 - A2 Sections Details & Notes
 - A3 Bridge Plan & Elevation
 - A4 Sections Details & Notes
 - A5 Plan View & Profile

Benchmarks & Control:

Site Benchmark
 BM #1 = Northeast flange ("Mueller") bolt of fire hydrant on the south side of the cul-de-sac, west of Jack Benny Center. Elevation = 639.65 (NAVD 1988)

Horizontal Control Points
 CP #1 = Scribed cross in the concrete walk, 1 ft south of the north edge of the concrete walk, approx. 75 ft west of the northwest corner of the existing shelter's concrete pad. N 2084119.50 E 1119929.77

CP #2 = Scribed cross in the concrete walk, 1 ft west of the east edge of the concrete walk, approx. 70 ft northeast of the southeast corner of the existing shelter's concrete pad. N 2084062.39 E 1120102.49

CP #3 = 1/2" Rebar at center of proposed trail arc. N 2083992.41 E 1120044.29

Call J.U.L.I.E. 1-800-892-0123 at least 48 hours before start of construction with the following:

County: Lake
 City or Township: Waukegan
 Tier, Range & Section: T45N, R12E, Sec. 9

The information shown on this drawing concerning type and location of underground utilities is not guaranteed to be accurate or all inclusive. The Contractor is responsible for making his own determinations as to the type and location of underground utilities as may be necessary to avoid damage thereto.

PROFESSIONAL SEAL



Signature: *[Handwritten Signature]*
 Date: 2/3/17
 License Expires: 11/30/17

This document shall not be considered a valid technical submittal unless it bears an original seal and signature.

Base Survey Information provided by:
 Hey and Associates, Inc. supplemented with Lake County 1 FT Contours

No.	Revision/Issue	Date

Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture
 26575 WEST COMMERCE DRIVE, SUITE 601
 VOLO, ILLINOIS 60073
 OFFICE (847) 740-0888
 FAX (847) 740-2888
 VOLO@HEYASSOC.COM
 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184.002429

Waukegan Park District
 Bowen Park
 Boardwalk Improvements

Cover Sheet

PROJECT NO:	16-0247	DRAWING NO:	C1.0
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP		
ISSUE DATE:	01/30/2017	SHEET NO:	1 OF 5

For Bidding

GENERAL NOTES

- The IDOT "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, IDOT Supplemental Specifications published prior to the date of the contract, and the project plans and specifications shall govern the work. In the event of a conflict between the IDOT documents and the project plans and specifications, the project plans and specifications shall prevail. Written information (e.g. dimensions) shall prevail over graphic representations (e.g. scaled lengths).
- Prior to submitting a bid, the Contractor shall examine all plans and specifications, visit the site of the work, and fully inform themselves of the work involved, general and local conditions, all Federal, State and local laws, ordinances, rules and regulations, and all other pertinent items which may affect the cost and time of completion of this project.
- All work and materials shall be in accordance with applicable code requirements and permits including but not necessarily limited to: City of Waukegan.
- Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.
- Prior to submitting their bid, the Contractor shall call the attention of the Owner to any material or equipment they deem inadequate and to any item of work omitted.
- The Contractor shall provide a written work schedule, and shall update said schedule on a regular basis and as otherwise required. A minimum forty-eight (48) hour notice shall be given for any item that requires approval or inspection. The Contractor shall inform the Owner of all changes in the construction schedule as soon as they become apparent.
- Special attention is drawn to the fact that Article 105.06 of the IDOT "Standard Specifications for Road and Bridge Construction" requires the Contractor to have a competent superintendent on the project site at all times, irrespective of the amount of work sublet. The superintendent shall be capable of reading and understanding the plans and specifications, shall have full authority to execute orders to expedite the project, shall be responsible for scheduling and have control of all work as the agent of the Contractor. Failure to comply with this provision will result in a suspension of work until such time as reasonably decided by the Owner.
- Neither the Owner, Engineer, Designer, Consultant nor the Owner's representative shall be responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions used by the Contractor. The Contractor is solely responsible for execution of their work in accordance with the contract.
- The Contractor shall be responsible for providing safe and healthful working conditions throughout the construction of the proposed improvements.
- The Contractor shall provide, maintain, and remove all signs, barricades, flagmen and other control devices as may be necessary for the purpose of traffic control. As used herein, traffic shall apply to, but not necessarily be limited to the following: vehicles, pedestrians, and cyclists. All traffic control shall be in accordance with applicable parts of Section 701 of the "Standard Specifications for Traffic Control Items" except as specifically modified on the project plans and specifications. Traffic control shall be considered incidental to the contract.
- The Contractor shall notify J.U.L.I.E. (1-800-892-0123) to identify and mark any utilities that may occur within the work zone prior to construction.
- Locations of utilities shown on plans are approximate only, and are not necessarily complete. Contractor shall make their own investigations as to location of all existing underground structures, cables and pipe lines.
- The Contractor shall be responsible for the protection of all private and public utilities even though they may not be shown on the plans. Any utility that is damaged during construction shall be repaired or replaced to the satisfaction of the Owner. The cost of any such repair(s) shall be considered incidental to the contract.
- If existing utility lines of any nature are encountered which conflict in location with new construction, the Contractor shall notify the Owner so that the conflict may be resolved.
- The Contractor shall be required to make arrangements for the proper bracing, shoring and other required protection of all roadways, structures, poles, cables and pipe lines, before construction begins. They shall be responsible for any damage to the streets or roadways and associated structures and shall make repairs as necessary to the satisfaction of the Owner. The cost of any such repair(s) shall be considered incidental to the contract.
- All elevations are based on NAVD88 Datum.
- Layout of lines and grades or any other surveying required to construct the proposed improvements shall be the responsibility of the Contractor and shall be considered incidental to the contract.
- All lot irons and/or markers damaged or removed during construction of this project shall be replaced by the Owner. The cost of replacement shall be deducted from the amount owed to the Contractor under this contract.
- During construction the Contractor shall have in their possession on the job site a copy of the plans, specifications and necessary permits.
- The Contractor shall submit for approval any and all "approved equal" items, shop drawings, and other required submittals to the Owner's representative prior to construction.
- The Contractor is responsible for coordinating any required inspections with the Owner, Consultant, and other agencies.
- Before acceptance by the Owner and final payment, all work shall be inspected and approved by the Engineer or Consultant and Owner. Final payments shall be made after all of the Contractor's work has been approved and accepted.

CONSTRUCTION NOTES

- The Contractor shall be required to attend a pre-construction meeting with the Owner and Consultant prior to the start of construction to review shop drawing procedures, construction methods, phasing, sequencing, and to establish a well-defined construction schedule.
- Owner shall install soil erosion control measures and tree/construction fencing prior to the start of construction.
- The Contractor shall work within the limits of construction (unless otherwise specified). If work is done outside the limits of construction, it shall be the responsibility of the Contractor to restore any disturbed areas to a condition equal to or better than original. The opinion of the Owner shall be final in determining the acceptability of restored areas. The cost of any such restoration shall be considered incidental to the contract.
- Contractor shall take all necessary and reasonable precautions to prevent any damage to existing trees, foliage, plant materials, wetlands, structures, roads, parking lots, trails, turf areas, finished topsoil areas, and other property of Owner, the public, or private entities.
- The proposed lines and grades shown on the construction plans represent finished grade elevations.
- All disturbed areas to receive a minimum of 6 inches of topsoil generated on-site and be seeded as specified on the construction plans and specifications.
- Areas to be seeded shall be firm but not compacted and shall be fine graded to a smooth and natural contour prior to seeding. All rocks, sticks, roots, clods, and debris greater than one-inch shall be removed and disposed of off-site.
- Owner shall place erosion control blanket over seeded areas as necessary.
- Existing sidewalks outside the limits of construction are to remain open, safe, and in an accessible condition for public use at all times during the construction of this project. Access through and over these walks shall be kept to a minimum.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

All soil erosion and sedimentation control measures shall be in accordance with these plans and specifications and the "Standard Specifications for Road and Bridge Construction", State of Illinois, Department of Transportation, adopted January 1, 2016 and revisions thereto. Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed according to minimum standards and specifications in the Illinois Urban Manual, latest edition and the Lake County Stormwater Management Commission standard notes and details.

- Soil disturbance shall be conducted in such a manner as to minimize erosion. Soil stabilization measures shall consider the time of year, site conditions and the use of temporary or permanent measures.
- Soil erosion and sediment control features shall be constructed prior to the commencement of upland disturbance.
- Temporary soil stabilization shall be applied to disturbed areas within 14 calendar days of the end of the active hydrologic disturbance. Permanent stabilization shall be completed within 7 days after completion of final grading of the soil. In areas where work has temporarily ceased for 21 days or more, temporary stabilization shall occur within 14 days after work has ceased.
- All storm sewer facilities that are or will be functioning during construction shall be protected, filtered or otherwise treated to remove sediment.
- All temporary erosion and sediment control measures shall be removed within 30 days after final site stabilization is achieved or after temporary measures are no longer needed. Trapped sediment and other disturbed soil areas shall be permanently stabilized.
- All temporary and permanent erosion control measures must be maintained and repaired as needed. The General Contractor will be responsible for inspection and repair during construction. The Owner will be responsible if erosion control is required after the Contractor has completed the project.
- The erosion control measures indicated on the plans are the minimum requirements. Additional measures may be required as directed by the engineer or governing agency.
- All erosion control measures must be inspected weekly and after each 0.5" rain event.
- Stockpiles of soil and other building materials to remain in place more than three (3) days shall be furnished with erosion and sediment control measures (i.e. perimeter silt fence). Stockpiles to remain in place for 30 days or more shall receive temporary seeding.
- All adjacent streets must be kept clear of debris, inspected daily, and cleaned when necessary.
- The Owner must be notified one week prior to the pre-construction conference, one week prior to the commencement of land disturbing activities, and one week prior to the final inspection.
- A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.



LEGEND		

No.	Revision/Issue	Date

Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture
 26575 WEST COMMERCE DRIVE, SUITE 601
 VOLO, ILLINOIS 60073
 OFFICE (847) 740-0888
 FAX (847) 740-2888
 VOLO@HEYASSOC.COM
 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184.002429

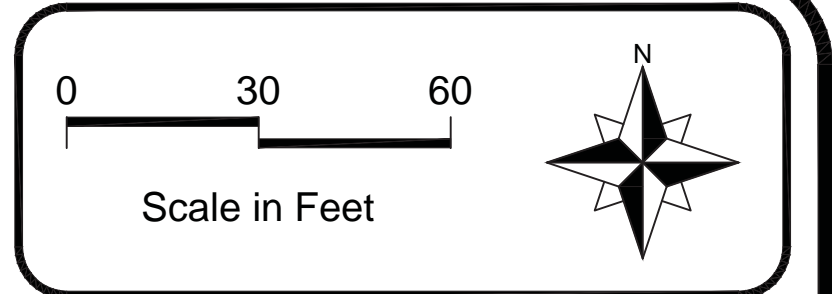
Waukegan Park District
 Bowen Park
 Boardwalk Improvements

General Notes

PROJECT NO:	16-0247	DRAWING NO:	C1.1
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	01/30/2017	2 OF 5	

For Bidding

Copyright © 2017 Hey and Associates, Inc.



LEGEND	
	Existing 1 FT Topography (Surveyed)
	Existing 1 FT Topography (Lake Co.)
	Wetland Boundary (Surveyed)
	Existing Storm Drainage
	Existing Water Main
	Existing Underground Electric Line
	Existing Underground Telephone Line
	Existing Drain Pipe
	Temporary Security Fence
	Limits of Construction
	Construction Access Routes
	Site Benchmark
	Control Point
	Soil Boring
	Existing Storm Manhole
	Existing Inlet
	Existing Sanitary Manhole
	Existing Fire Hydrant
	Existing Valve Vault
	Existing Valve Box
	Existing Telephone Pedestal
	Existing Bench
	Existing Tree

No.	Revision/Issue	Date

Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture
 26575 WEST COMMERCE DRIVE, SUITE 601
 VOLO, ILLINOIS 60073
 OFFICE (847) 740-0888
 FAX (847) 740-2888
 VOLO@HEYASSOC.COM

PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184.002429

Waukegan Park District
 Bowen Park
 Boardwalk Improvements

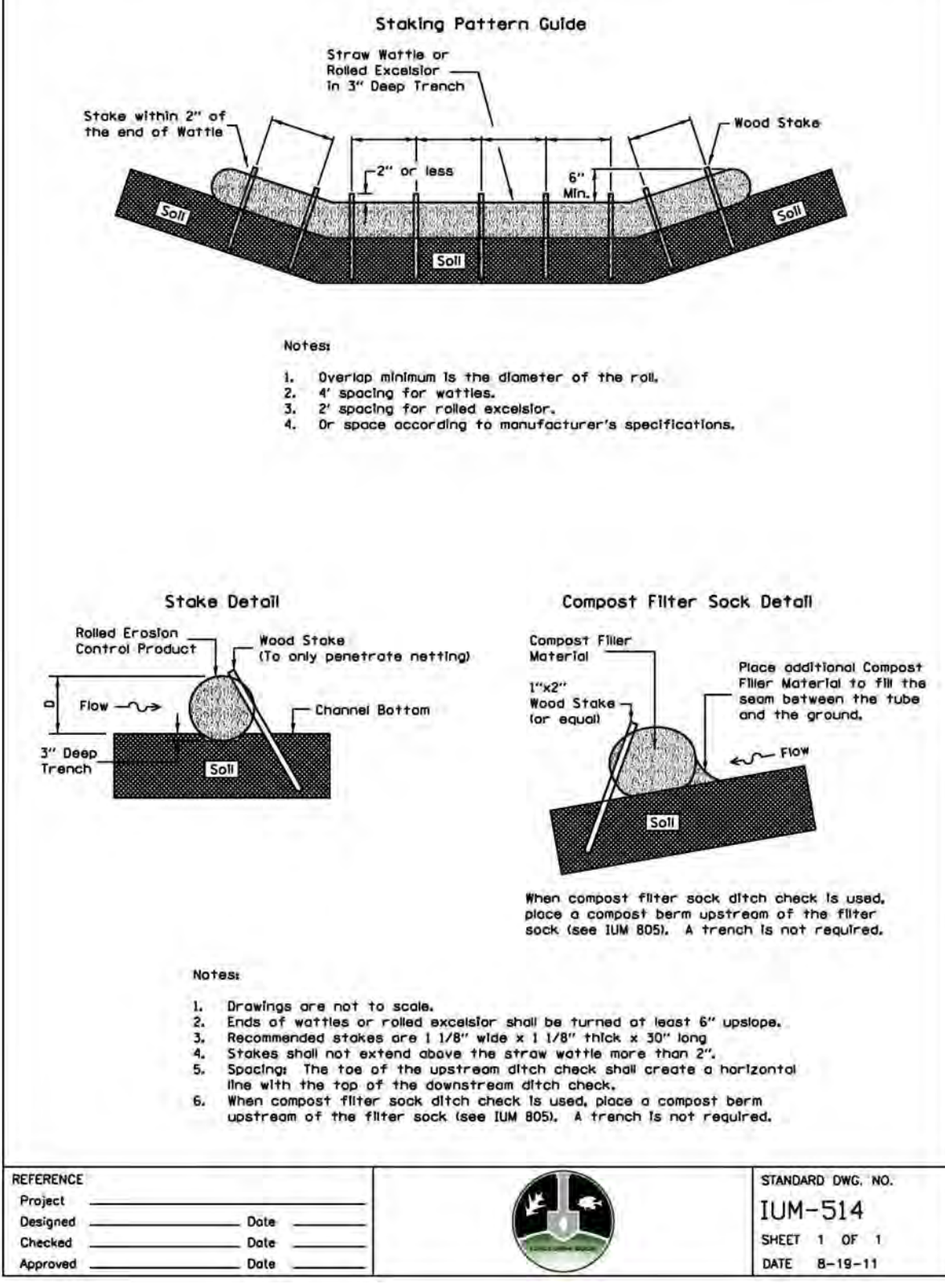
Overall Plan

PROJECT NO:	16-0247	DRAWING NO:	C1.2
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	01/30/2017		3 OF 5

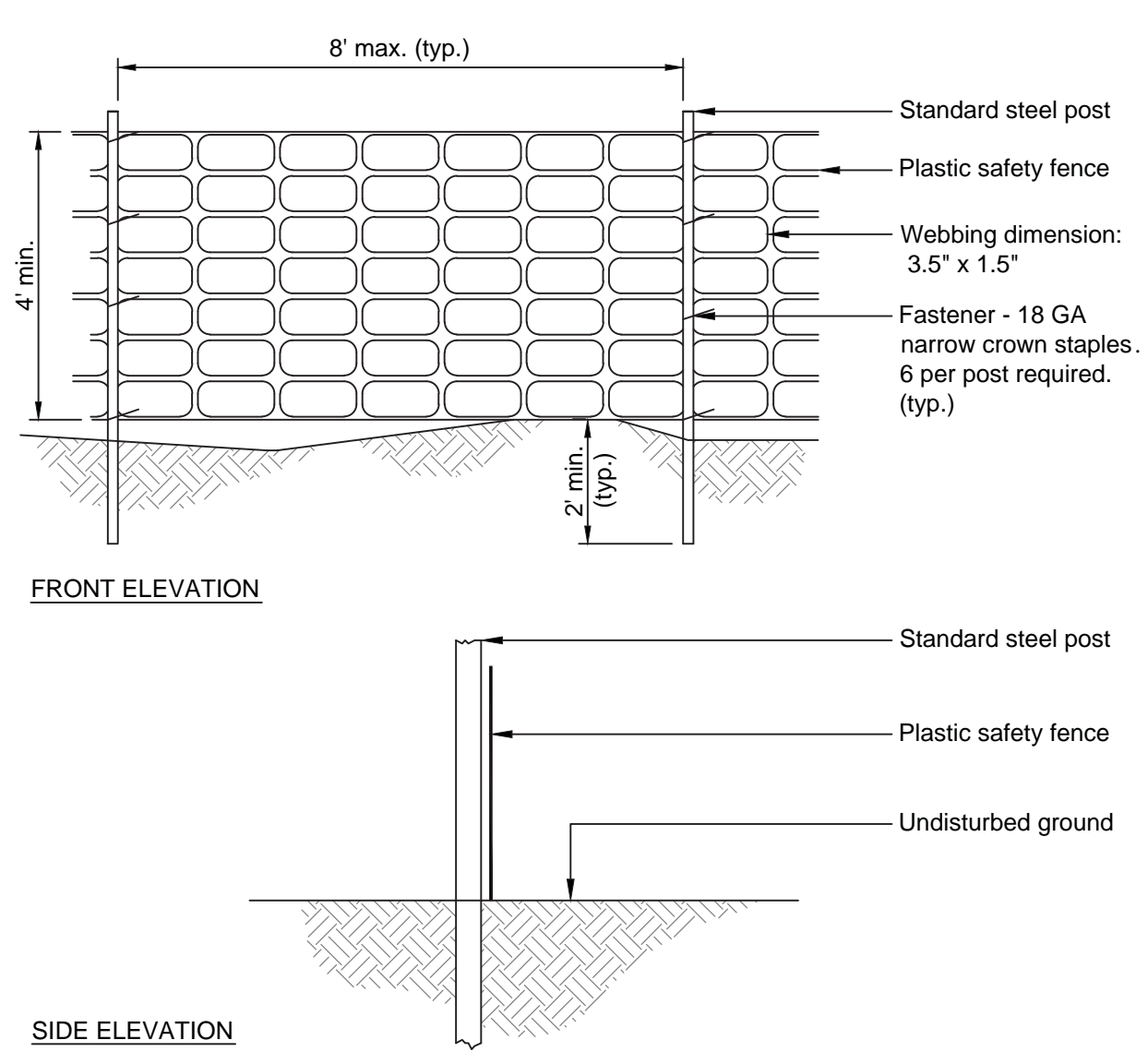
For Bidding

Copyright © 2017 Hey and Associates, Inc.

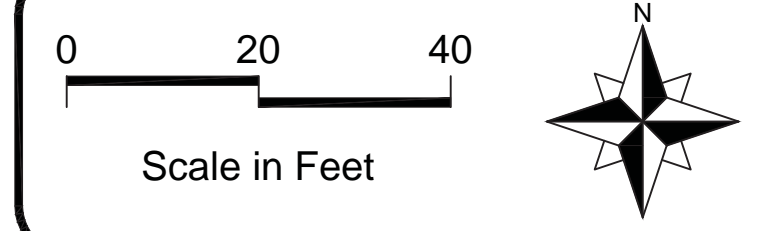
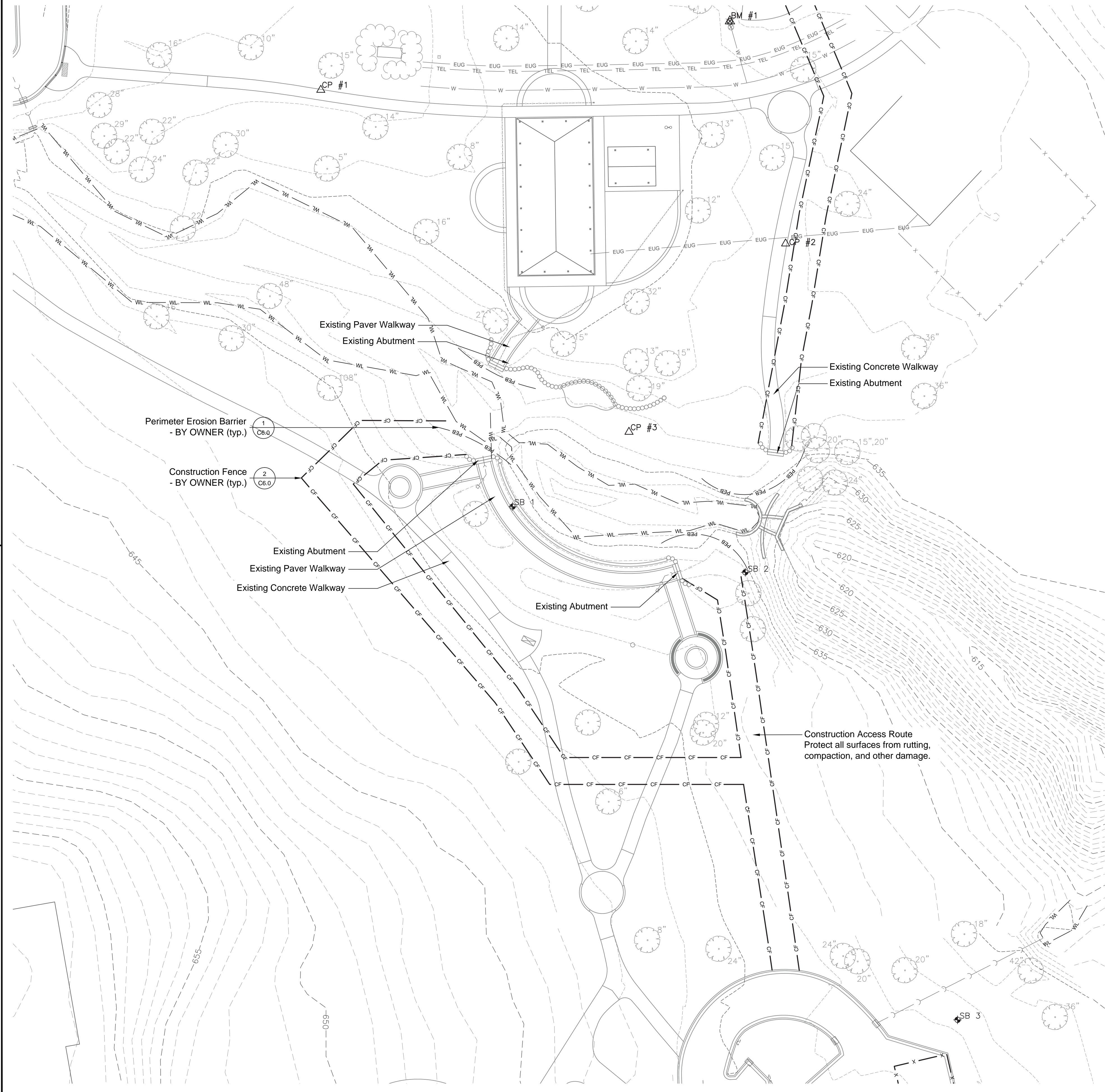
ROLLED EROSION CONTROL PRODUCTS



1 Perimeter Erosion Barrier Detail (Not to Scale)



2 Construction Fence Installation Detail (Not to Scale)



LEGEND

Existing 1 FT Topography (Surveyed)
Existing 1 FT Topography (Lake Co.)
Wetland Boundary (Surveyed)
Existing Water Main
Existing Underground Electric Line
Existing Underground Telephone Line
Construction Fence (BY OWNER)
Perimeter Erosion Barrier (BY OWNER)

Site Benchmark
Control Point
Existing Storm Manhole
Existing Inlet
Existing Fire Hydrant
Existing Valve Box
Existing Telephone Pedestal
Existing Bench
Existing Tree

****NOTE: Protect all surfaces from rutting, compaction, and other damage.**
All areas disturbed or damaged shall be restored to preconstruction conditions, which includes fine grading to the satisfaction of the Owner. Seeding to be done by Owner.

No.	Revision/Issue	Date

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
26575 WEST COMMERCE DRIVE, SUITE 601
VOLO, ILLINOIS 60073
OFFICE (847) 740-0888
FAX (847) 740-2888
VOLO@HEYASSOC.COM

PROFESSIONAL DESIGN FIRM
LICENSE NO. 184.002429

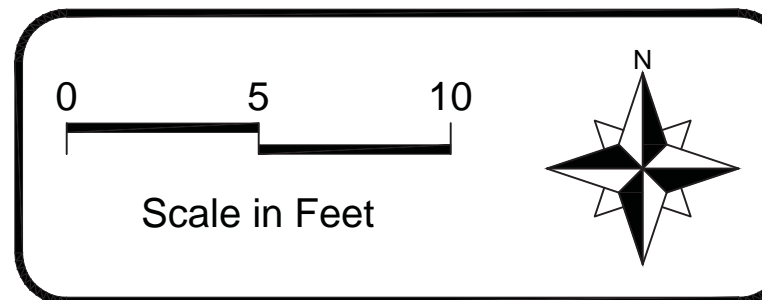
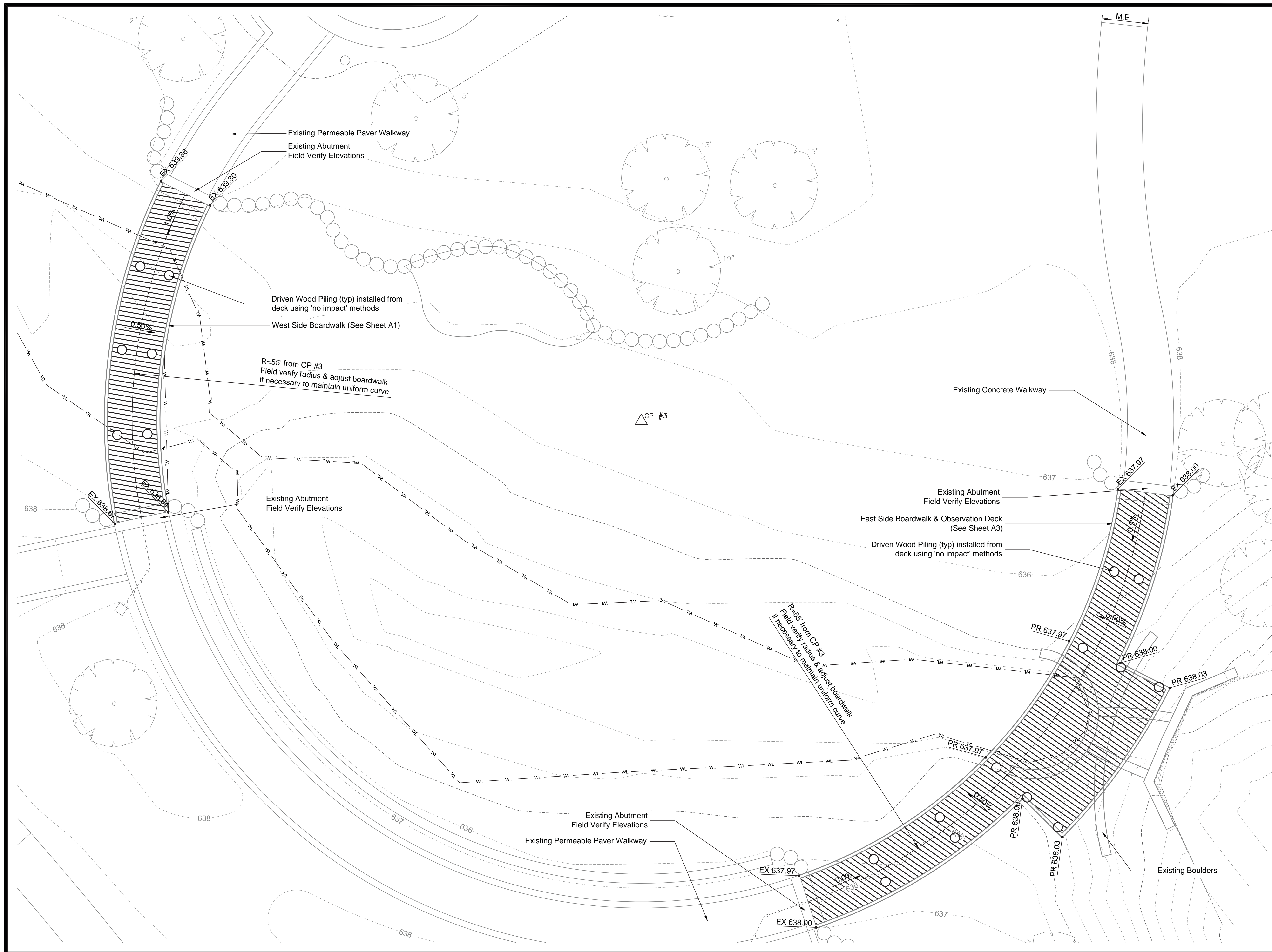
Waukegan Park District
Bowen Park
Boardwalk Improvements

Site Preparation Plan

PROJECT NO:	16-0247	DRAWING NO:	C2.0
DESIGNED BY:	KGK	CHECKED BY:	TLP
DRAWN BY:	KGK	APPROVED BY:	TLP
ISSUE DATE:	01/30/2017	SHEET NO.:	4 OF 5

For Bidding

Copyright © 2017 Hey and Associates, Inc.



LEGEND		
	Existing Topography	
	Wetland Boundary (Surveyed)	
	Existing Pipe Drain	
	Site Benchmark	
	Control Point	
	Existing Storm Manhole	
	Existing Inlet	
	Existing Fire Hydrant	
	Existing Valve Box	
	Existing Telephone Pedestal	
	Existing Inlet	
	Existing Tree	
	Existing Abutment Spot Elevation	
	Proposed Spot Elevation	
	Direction of Overland Flow	

No.	Revision/Issue	Date

Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture
 26575 WEST COMMERCE DRIVE, SUITE 601
 VOLO, ILLINOIS 60073
 OFFICE (847) 740-0888
 FAX (847) 740-2888
 VOLO@HEYASSOC.COM
 PROFESSIONAL DESIGN FIRM
 LICENSE No. 184.002429

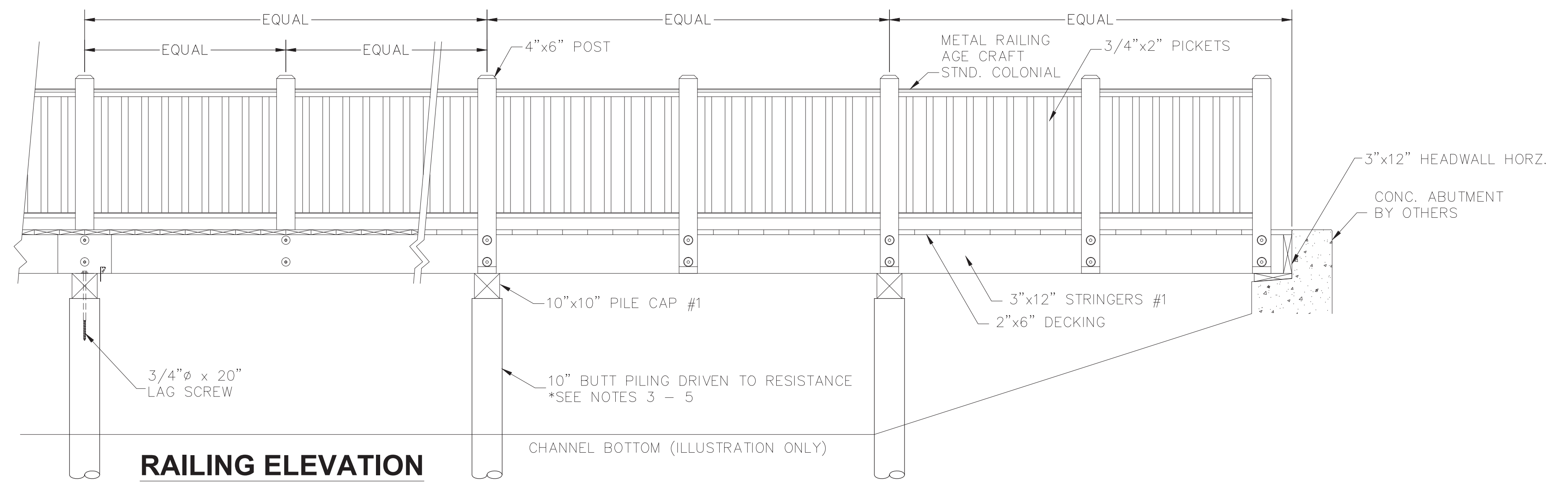
Waukegan Park District
 Bowen Park
 Boardwalk Improvements

Layout & Materials Plan
 Boardwalk & Observation Deck

PROJECT NO:	16-0247	DRAWING NO:	C3.0
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	01/30/2017		5 OF 5

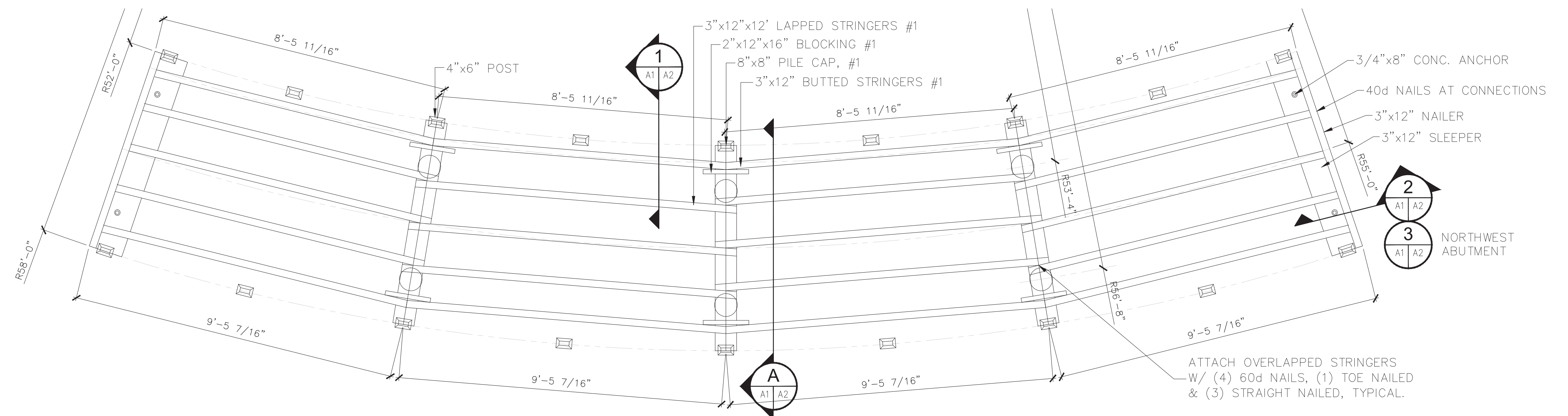
For Bidding

Copyright © 2017 Hey and Associates, Inc.



RAILING ELEVATION
INSIDE VIEW

BOARDWALK ELEVATION
METAL RAILING



BOARDWALK FRAMING PLAN

ATTACH OVERLAPPED STRINGERS
W/ (4) 60d NAILS, (1) TOE NAILED
& (3) STRAIGHT NAILED, TYPICAL.



DRAWING APPROVAL
THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION
WITH CHANGES (IF AND) AS NOTED
CUSTOMER SIGNATURE _____ DATE _____

WAUKEGAN PARK DISTRICT
BOWEN PARK - HOFFLANDER TRAIL
& CIRCULATION IMPROVEMENTS
(MAIN TRAIL - NORTH)

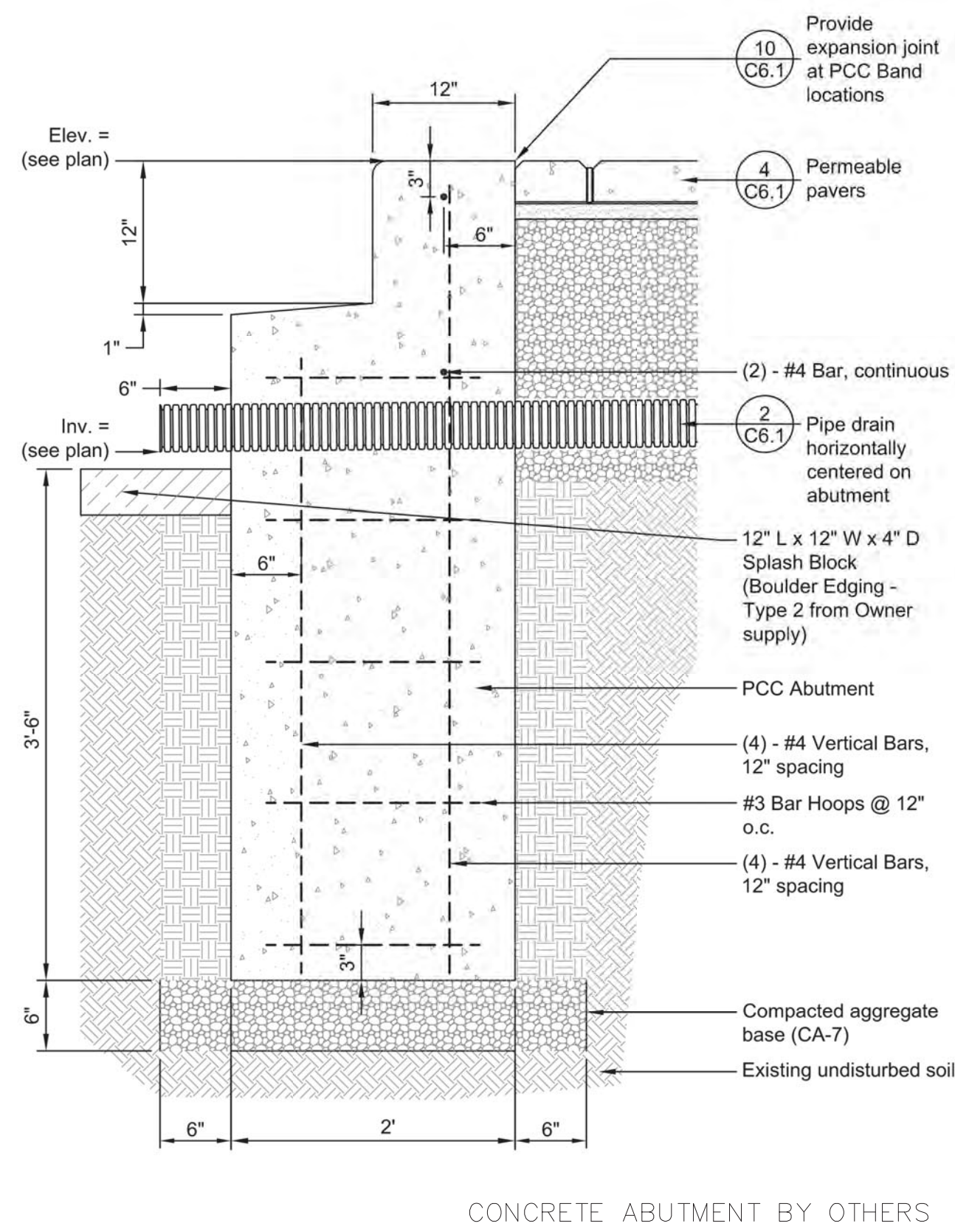


5055 BABCOCK ST. N.E. #4
PALM BAY, FL 32905
Phone: (866) 727-7100
Fax: (321) 728-7100
Web: www.dfi-gc.com

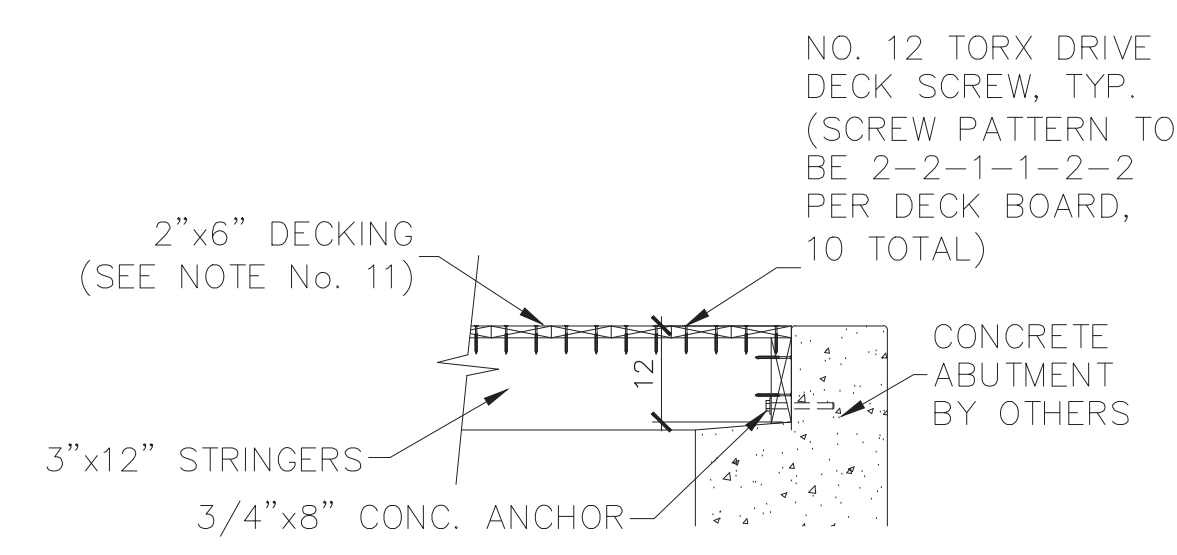
scale: as shown
drawn: C. THOMAS
checked: D. HUGHES
approved: D. HUGHES
date: 9-13-16
job no.: 92216

BRIDGE PLAN
& ELEVATION

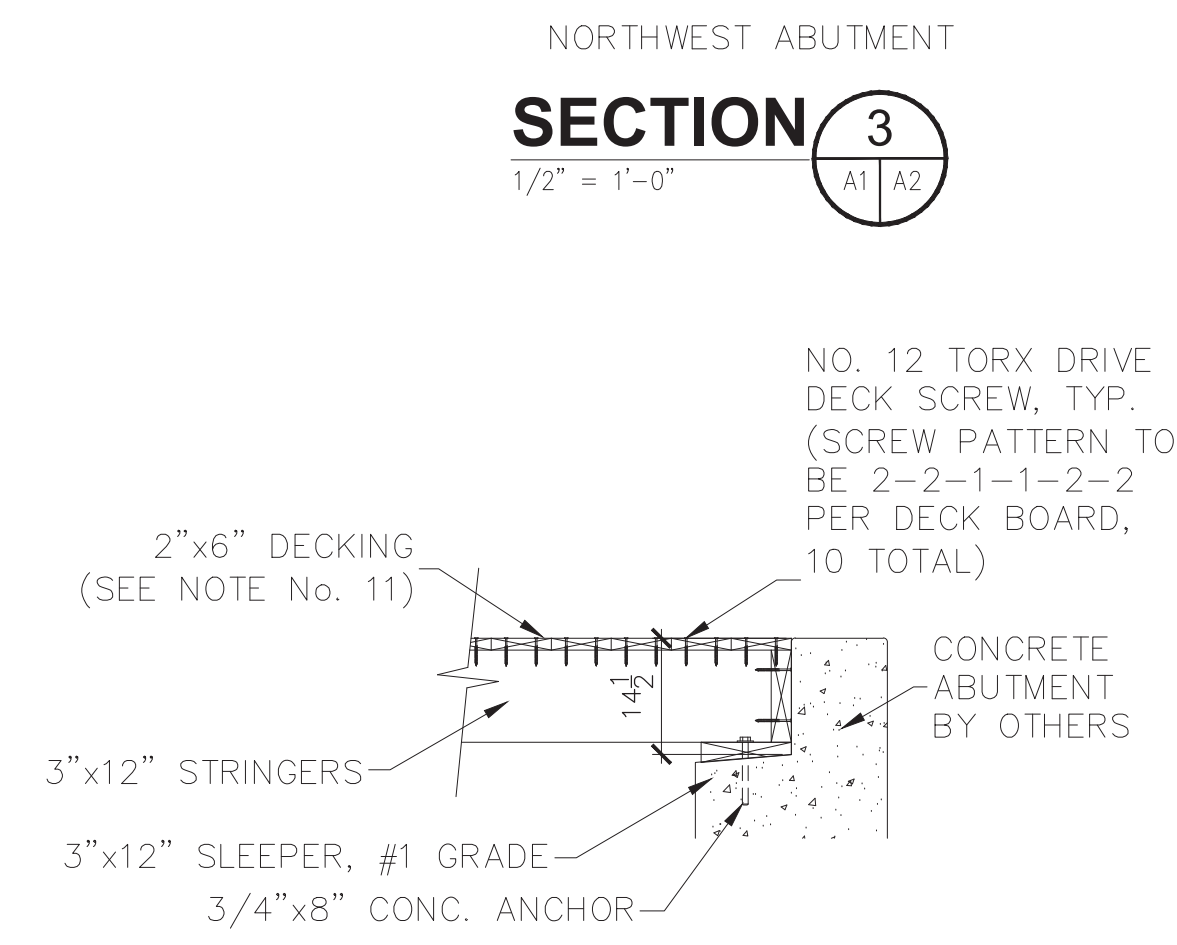
SHEET NO.
A
1
1 OF 5



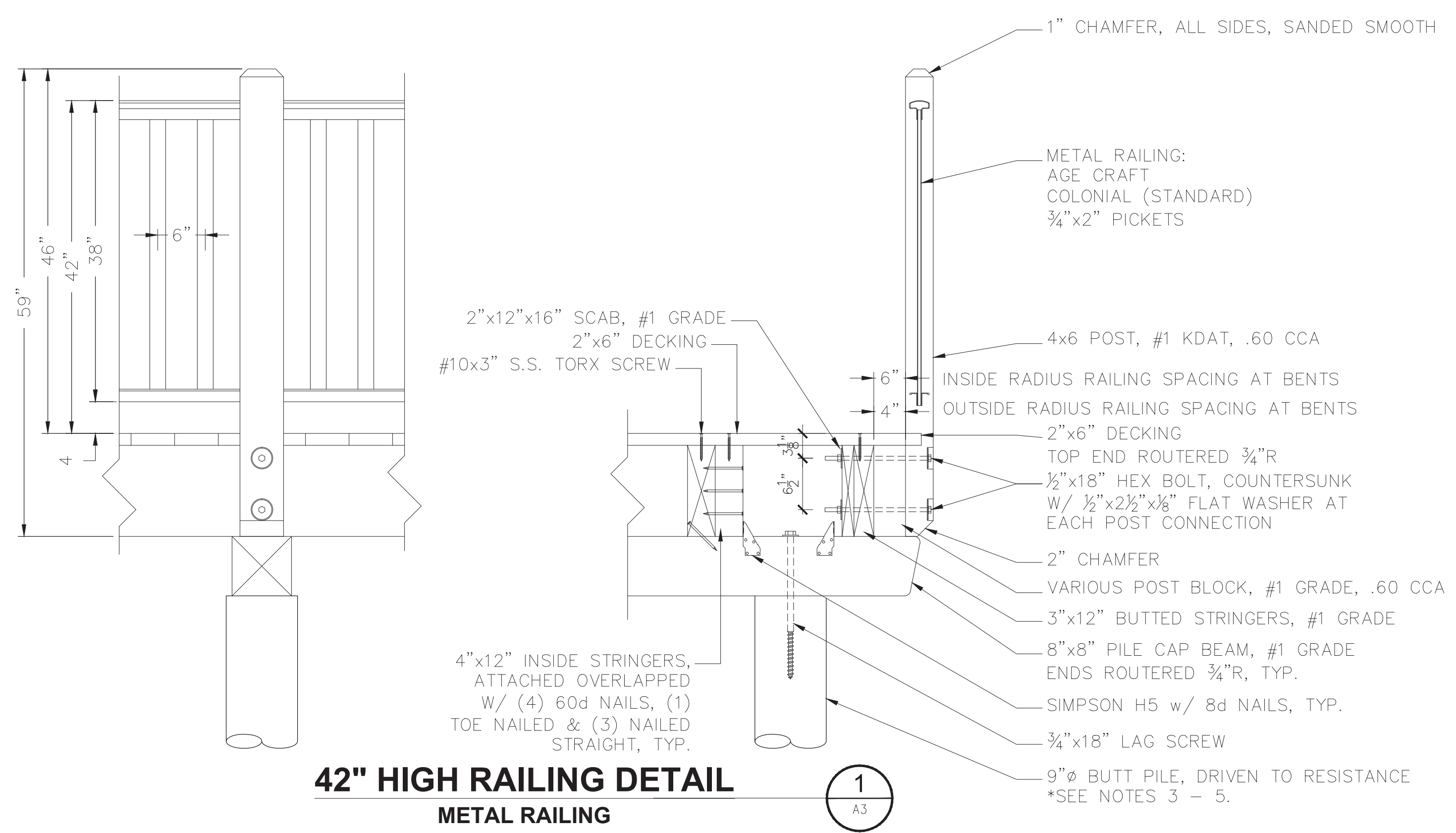
4 PCC Band - Type D Detail (Not to Scale)



SECTION 3 NORTHWEST ABUTMENT
1/2" = 1'-0"

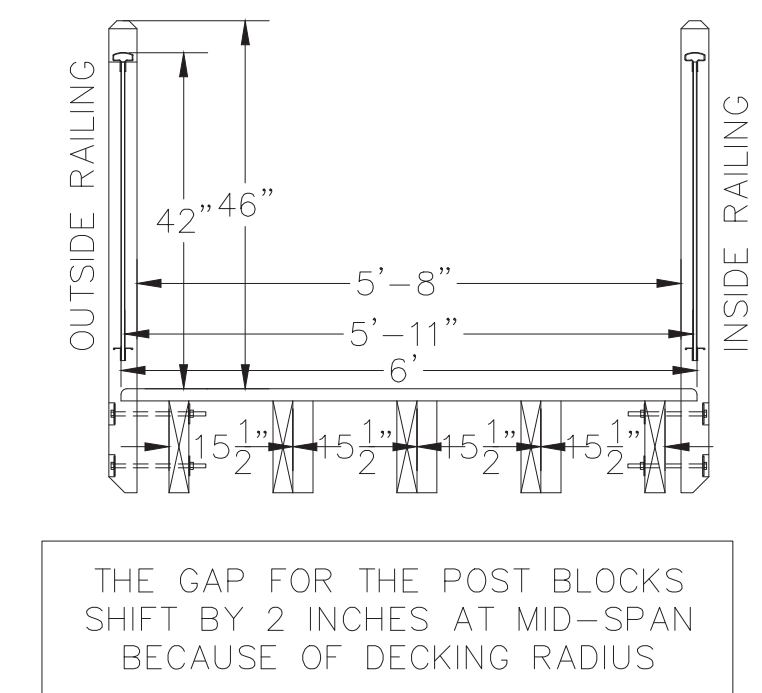


SECTION 2 NORTHWEST ABUTMENT
1/2" = 1'-0"

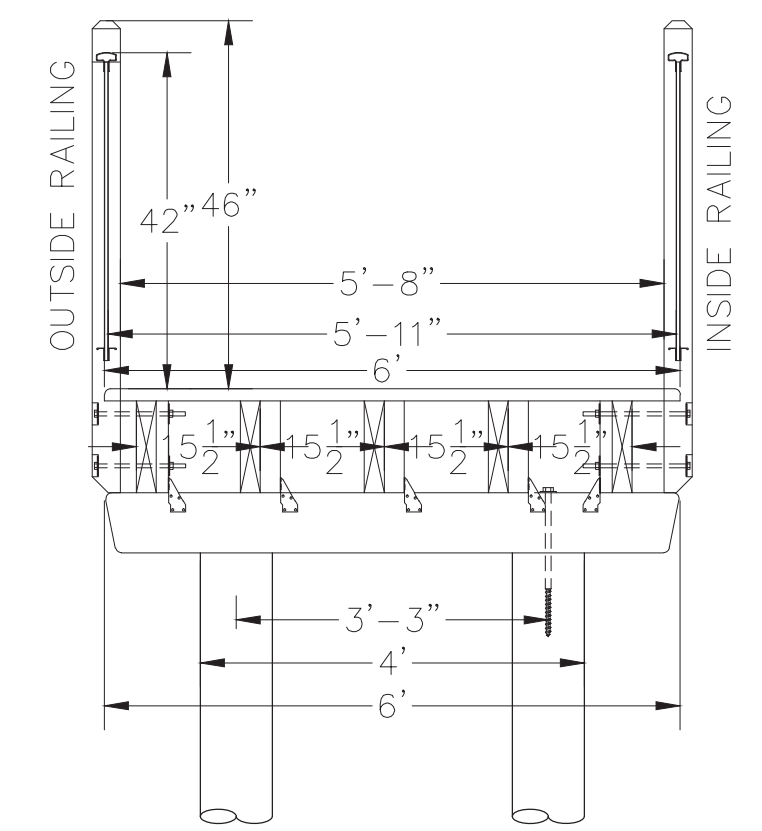


42" HIGH RAILING DETAIL METAL RAILING

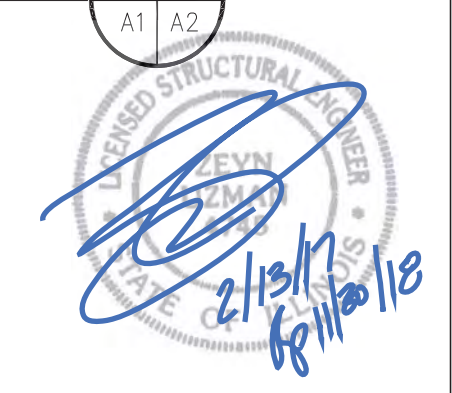
- ALL TIMBER, FASTENERS, AND CONSTRUCTION SHALL BE MARINE GRADE.
- PILINGS SHALL BE SOUTHERN YELLOW PINE, CONFORMING TO ASTM D-25 TREATED TO A MINIMUM .60 POUND PER CUBIC FOOT NET RETENTION OF CCA, AWPA STANDARDS.
- HAND AUGURING IS NOT AN APPROVED PILE INSTALLATION METHOD.
- PILES ARE REQUIRED TO BE DRIVEN BELOW 42" (FROST DEPTH) OR TO REFUSAL AS DEFINED BY BOARDWALK DESIGNER. UPON ENCOUNTERING DENSE SOIL OR OTHER SIMILAR SOIL CONDITIONS THAT PREVENT DRIVING PILING, THE AUGURING METHOD MAY BE UTILIZED TO ASSIST PILE DRIVING EQUIPMENT. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE USE OF THE AUGURING METHOD TO DRIVE PILES. CONTRACTOR MAY VISIT SITE PRIOR TO BIDDING, TO ASSIST IN DETERMINING WHETHER THE AUGURING METHOD MAY BE REQUIRED.
- IF PROPER BEARING CAPACITY IS NOT MET AT THE MINIMUM PILE DEPTH, PILINGS SHALL BE SPLICED AND DRIVEN UNTIL PROPER BEARING IS ACHIEVED. ALL STANDARD SPLICES MUST PROVIDE ENGINEERS CALCULATIONS AND STAMP. CONTRACTOR MAY VISIT SITE PRIOR TO BIDDING, TO ASSIST IN DETERMINING THE PROPER DEPTH OF PILINGS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR DRIVING AND INSTALLING PILES DEEPER THAN MAY BE SHOWN ON THE DRAWINGS.
- FRAMING LUMBER AND TIMBERS SUCH AS BENTS, STRINGERS, NAILERS, BRACING, AND BLOCKING SHALL BE SOUTHERN YELLOW PINE, NO. 2 GRADE OR BETTER, TREATED TO A MINIMUM .60 POUNDS PER CUBIC FOOT NET RETENTION OF CCA, AWPA STANDARDS.
- UNLESS OTHERWISE SPECIFIED, ALL BOLTS, SCREWS, AND NAILS SHALL BE CARBON STEEL, HOT DIPPED GALVANIZING, CONFORMING TO FEDERAL SPECIFICATION FF-8-575 C.
- WASHERS SHALL BE CARBON STEEL, HOT DIPPED GALVANIZED, CONFORMING TO FEDERAL SPECIFICATION FF-W-92B, TYPE L, GRADE 1, CLASS A.
- NUTS SHALL BE CARBON STEEL, HOT DIPPED GALVANIZED, CONFORMING TO FEDERAL SPECIFICATION FF-N-836 A (1).
- DECKING AND EXPOSED CORNERS SHALL BE BEVELED/ROUTERED AND SANDED TO REMOVE SPLINTERS AND SHARP EDGES.
- SPLICES OF STRUCTURAL MEMBERS MAY BE MADE OVER SUPPORTS; SPLICES BETWEEN SUPPORTS PROHIBITED UNLESS OTHERWISE APPROVED BY THE ENGINEER. USE ONLY LONGEST LENGTHS OF MATERIALS AND JOIN ONLY WHERE SOLID FASTENING CAN BE MADE.
- ALL OUTSIDE STRINGER SPLICES SHALL BE MADE WITH A 2"x10" SCAB, 12" LONG WITH (2) 16d NAILS EACH SIDE OF JOINT AT EACH SPLICE.
- NO SPLICES SHALL BE ALLOWED FOR BRIDGE DECKING.



BRIDGE SECTION B MID-SPAN
1/2" = 1'-0"



BRIDGE SECTION A PILE SUPPORTS
1/2" = 1'-0"



DRAWING APPROVAL
THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION WITH CHANGES (IF AND) AS NOTED
CUSTOMER SIGNATURE _____ DATE _____

WAUKEGAN PARK DISTRICT
BOWEN PARK - HOFFLANDER TRAIL
& CIRCULATION IMPROVEMENTS
(MAIN TRAIL - NORTH)

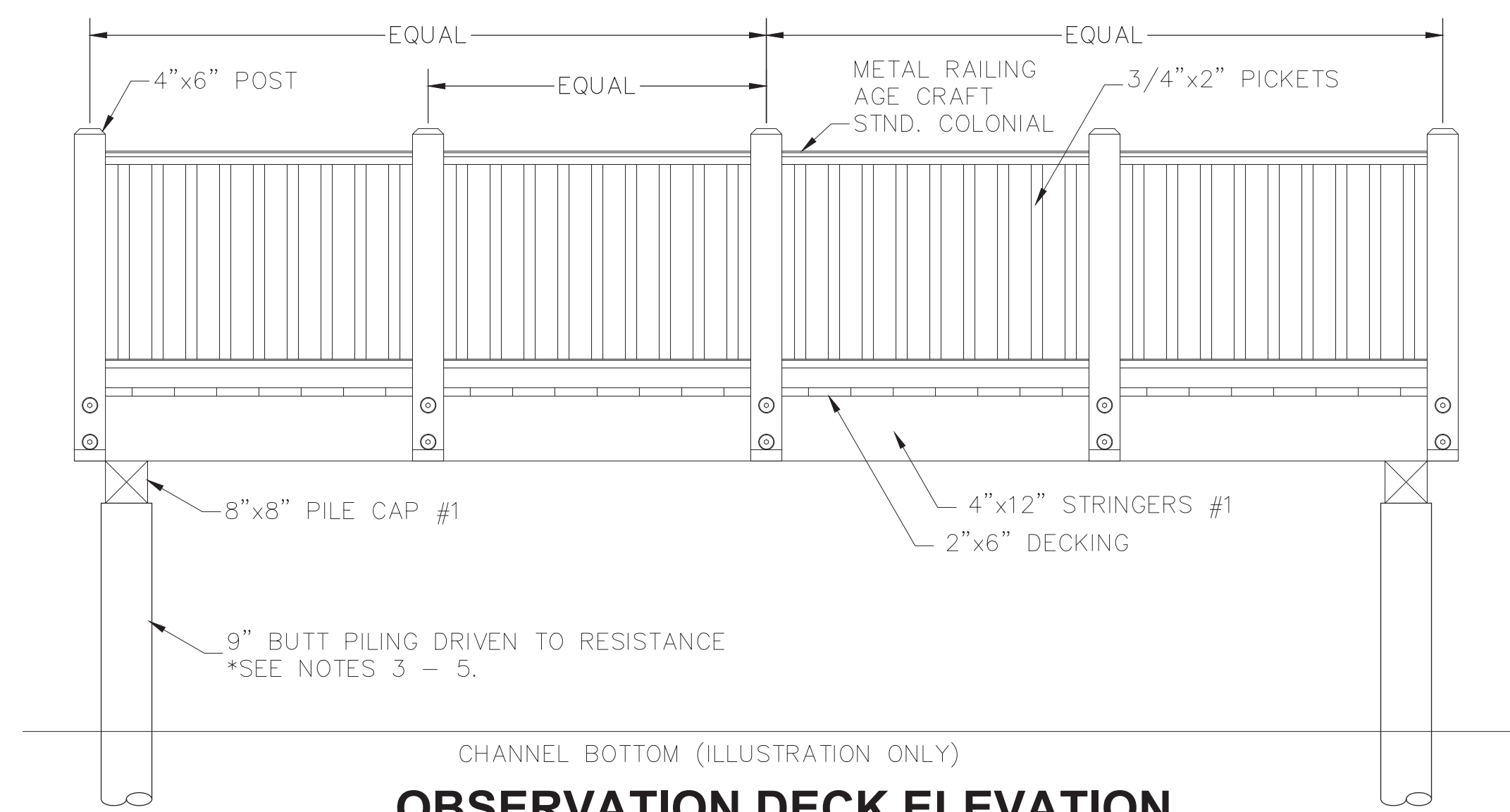


5055 BABCOCK ST. N.E. #4
PALM BAY, FL 32905
Phone: (866) 727-7100
Fax: (321) 728-7100
Web: www.dfi-gc.com

scale: as shown
drawn: C. THOMAS
checked: D. HUGHES
approved: D. HUGHES
date: 9-13-16
job no.: 92216

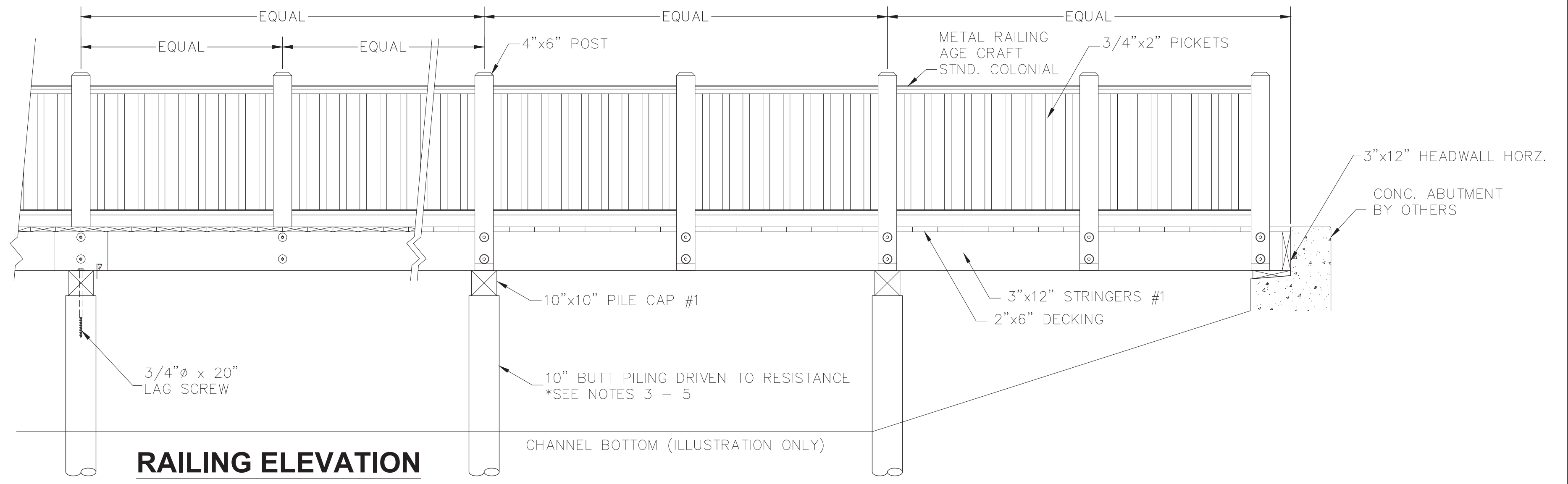
SECTIONS
DETAILS
& NOTES

SHEET NO.
A
2

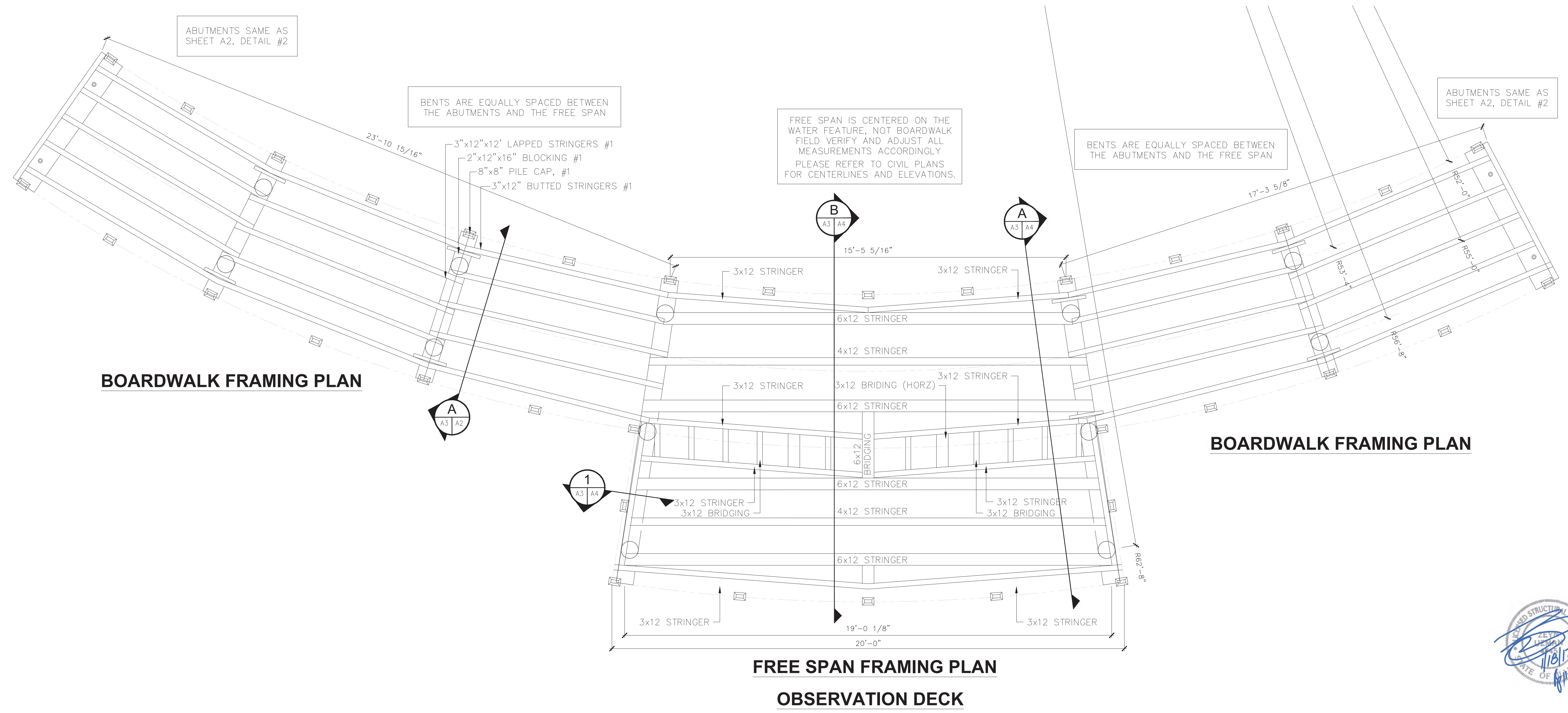


OBSERVATION DECK ELEVATION
OUTSIDE RAILING

BOARDWALK PROFILE IS SHOWN STRAIGHT. ACTUAL BOARDWALK IS CURVED. PLEASE REFER TO CIVIL PLANS FOR CENTERLINES AND ELEVATIONS.



BOARDWALK ELEVATION
METAL RAILING



BOARDWALK FRAMING PLAN

BOARDWALK FRAMING PLAN

FREE SPAN FRAMING PLAN
OBSERVATION DECK

DRAWING APPROVAL
THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION WITH CHANGES (IF AND) AS NOTED
CUSTOMER SIGNATURE _____ DATE _____

WAUKEGAN PARK DISTRICT
BOWEN PARK - HOFFLANDER TRAIL
& CIRCULATION IMPROVEMENTS
(MAIN TRAIL - NORTH)



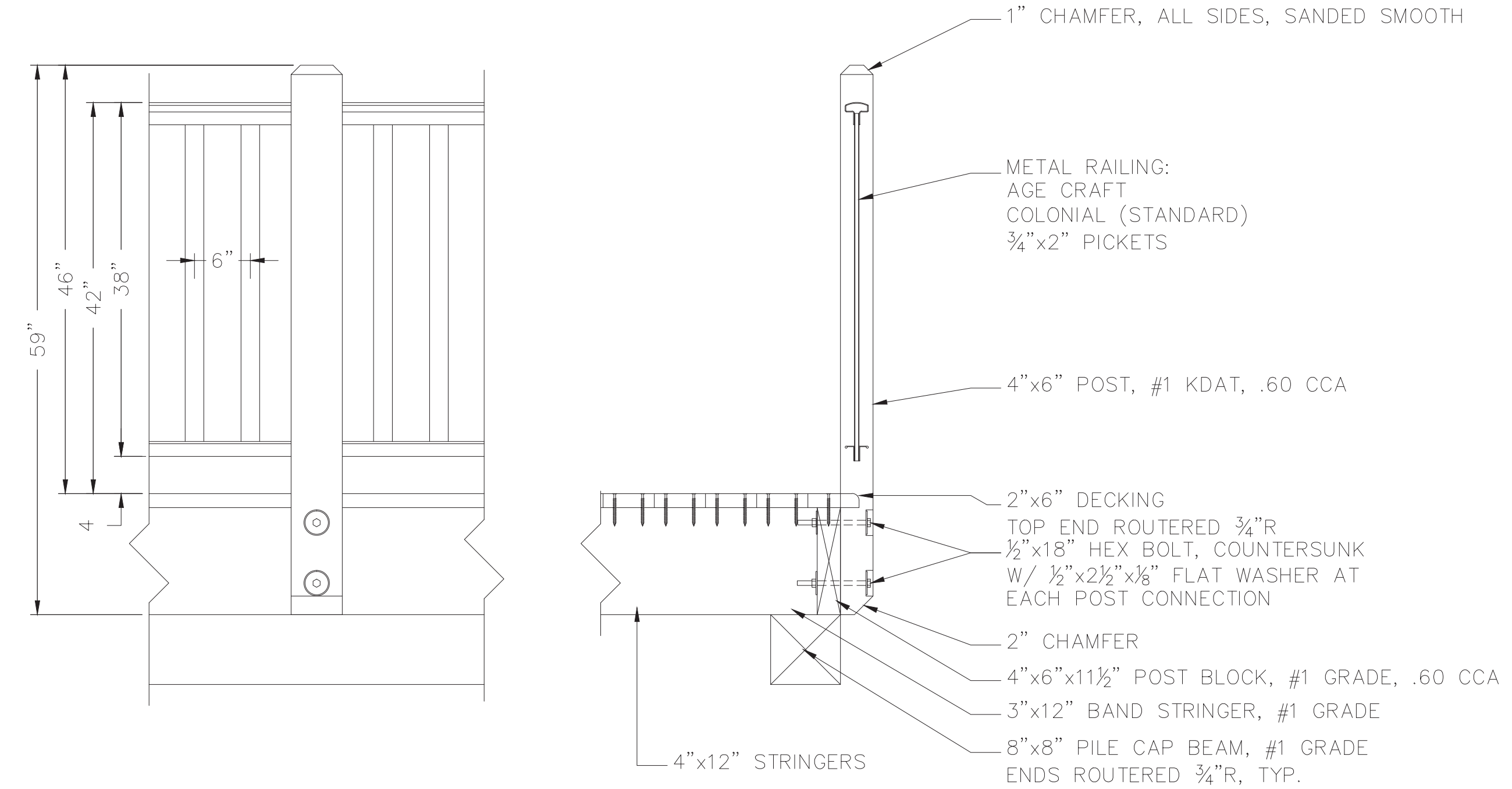
5055 BABCOCK ST. N.E. #4
PALM BAY, FL 32905
Phone: (866) 727-7100
Fax: (321) 728-7100
Web: www.dfi-gc.com

scale: as shown
drawn: C. THOMAS
checked: D. HUGHES
approved: D. HUGHES
date: 9-13-16
job no.: 92216

BRIDGE PLAN
& ELEVATION

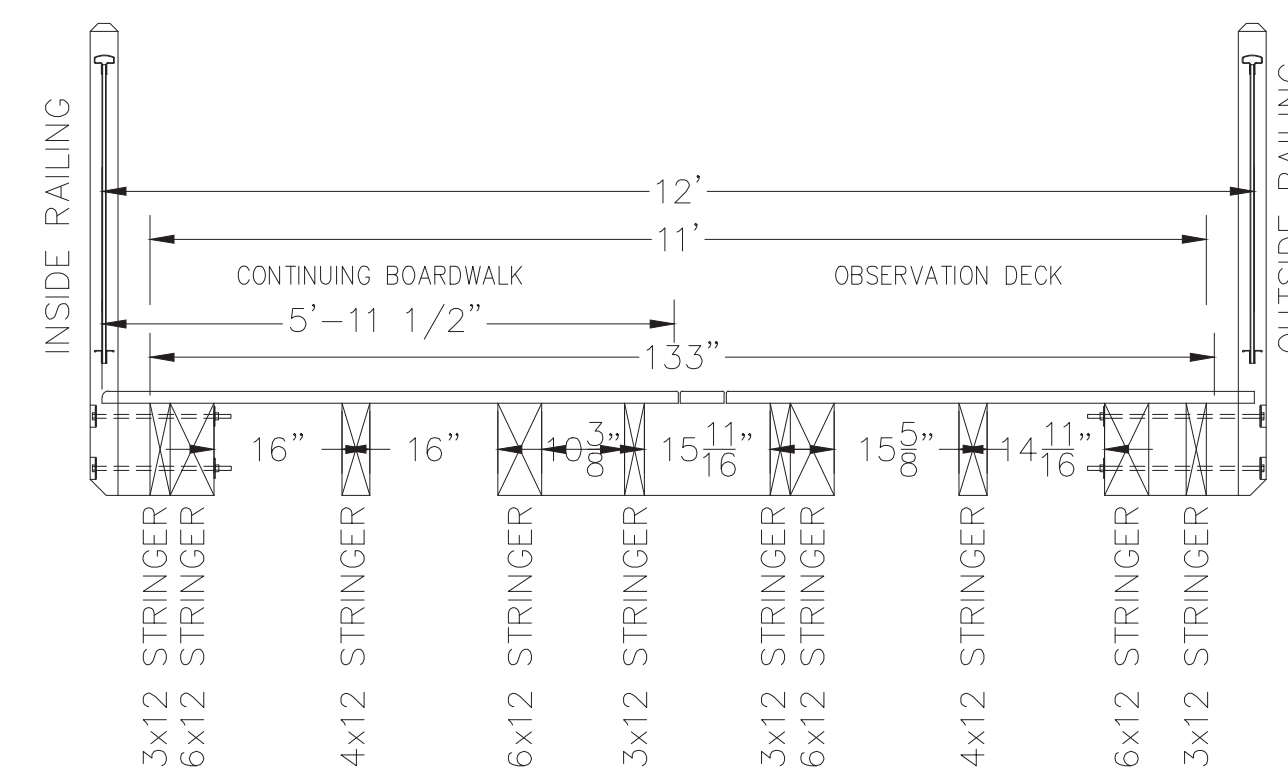
SHEET NO.
A
3
3 OF 5
Packet Page 90 of 102



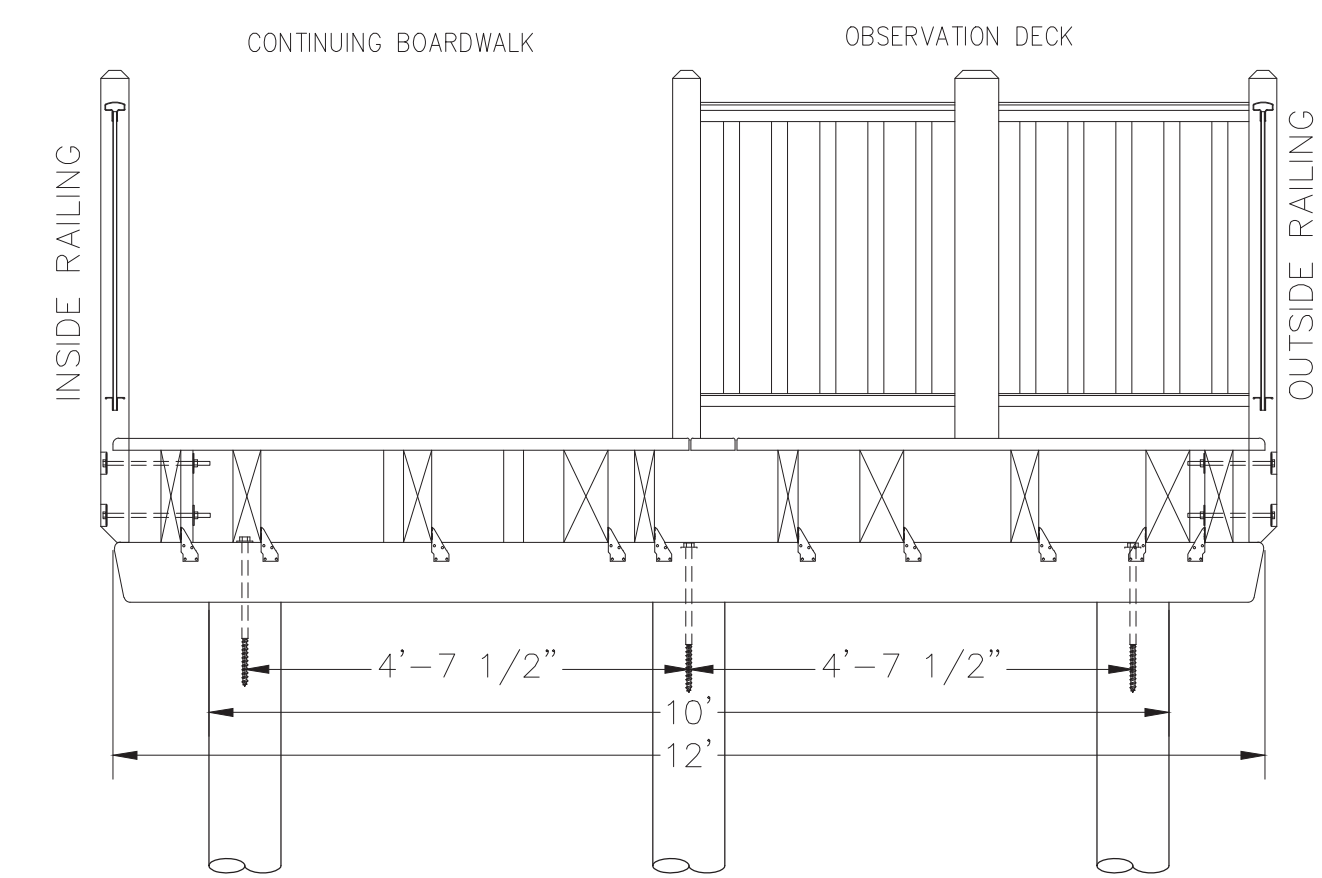


42" HIGH RAILING DETAIL
METAL RAILING

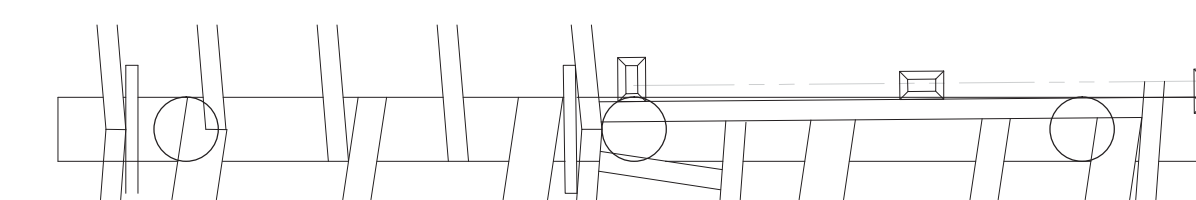
1
A4



OBSERVATION SECTION B
MID-SPAN
1/2" = 1'-0"



OBSERVATION SECTION A
PILE SUPPORTED
1/2" = 1'-0"



REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
11/18/17
11/18/18

DRAWING APPROVAL
THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION
WITH CHANGES (IF AND) AS NOTED
CUSTOMER SIGNATURE _____ DATE _____

WAUKEGAN PARK DISTRICT
BOWEN PARK - HOFFLANDER TRAIL
& CIRCULATION IMPROVEMENTS
(MAIN TRAIL - NORTH)

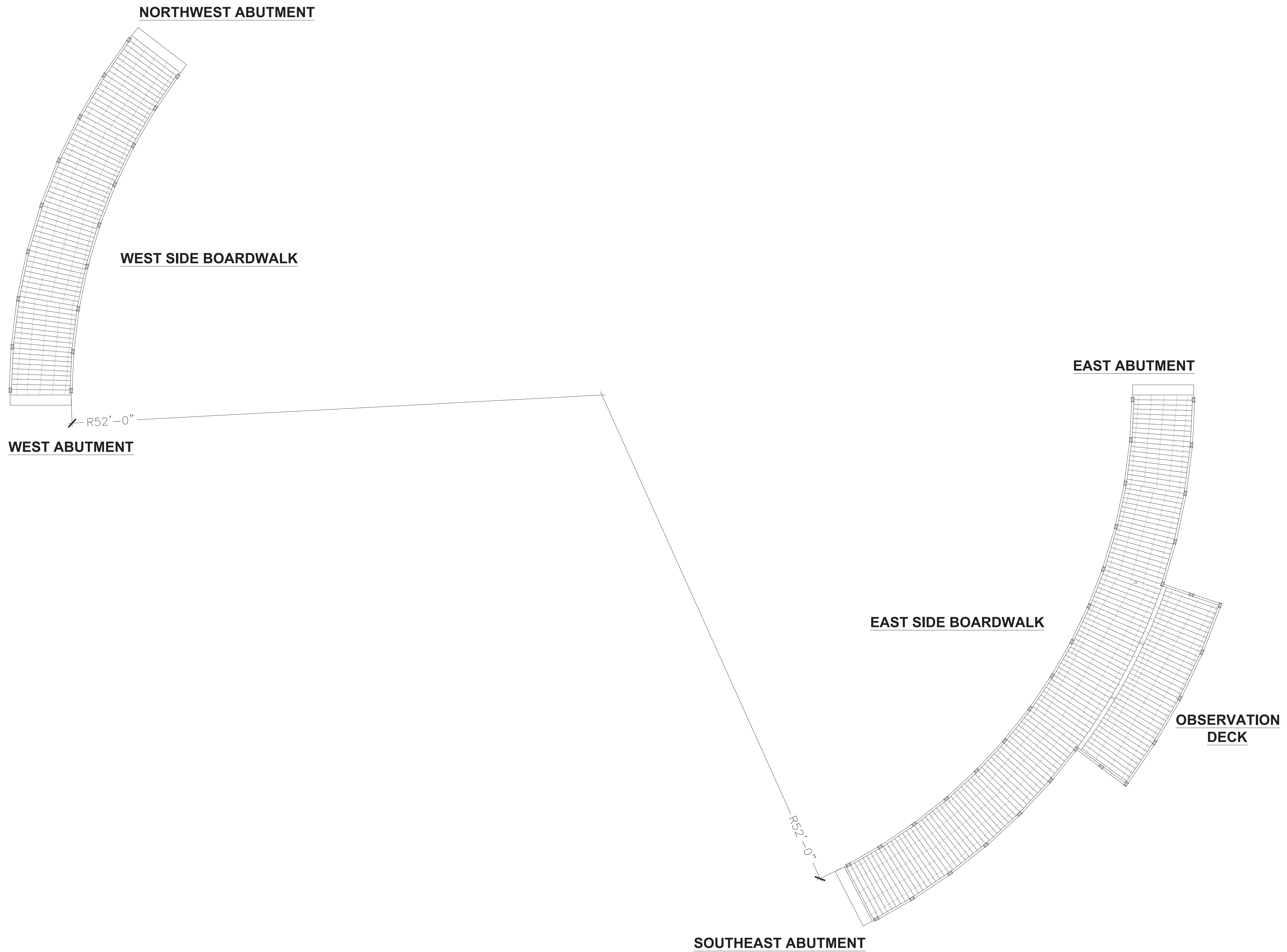
DFI BRIDGE CORPORATION

5055 BABCOCK ST. N.E. #4
PALM BAY, FL 32905
Phone: (866) 727-7100
Fax: (321) 728-7100
Web: www.dfi-gc.com

scale: as shown
drawn: C. THOMAS
checked: D. HUGHES
approved: D. HUGHES
date: 9-13-16
job no.: 92216

SECTIONS
DETAILS
& NOTES

SHEET NO.
A
4



DRAWING APPROVAL
 THESE DRAWINGS ARE APPROVED FOR CONSTRUCTION
 WITH CHANGES (IF AND) AS NOTED

CUSTOMER SIGNATURE _____ DATE _____

WAUKEGAN PARK DISTRICT
 BOWEN PARK - HOFFLANDER TRAIL
 & CIRCULATION IMPROVEMENTS
 (MAIN TRAIL - NORTH)



5055 BABCOCK ST. N.E. #4
 PALM BAY, FL 32905
 Phone: (866) 727-7100
 Fax: (321) 728-7100
 Web: www.dfi-gc.com

scale: as shown
 drawn: C. THOMAS
 checked: D. HUGHES
 approved: D. HUGHES
 date: 9-13-16
 job no.: 92216

PLAN VIEW
 & PROFILE

SHEET NO.

A
5

5 OF 5

Exhibit B

Template Agreement

SAMPLE AGREEMENT FOR 2017 BOWEN PARK BOARDWALK IMPROVEMENTS

This Agreement for the **2017 BOWEN PARK BOARDWALK IMPROVEMENTS** (the "Agreement") is made this ____ day of _____, 2017, by and between the Waukegan Park District, an Illinois park district ("Park District") and _____, an Illinois corporation ("Contractor"). Park District and Contractor are hereinafter sometimes collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work at **Bowen Park, 1800 N. Sheridan Rd., Waukegan, IL**, Waukegan, Illinois 60085 ("Project Site"): **2017 Bowen Park Boardwalk Improvements**, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposal, dated **Insert Date**, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; the Bid Documents/Specifications: **2017 Bowen Park Boardwalk Improvements, February 22, 2017**, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit B**; Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit C**; Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as **Exhibit D**; Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E**; **Performance and Labor and Material Bonds, attached to and incorporated as part of this Agreement as Exhibit F-1 and F-2**; and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Substantial Completion of the Work on or before **Insert Date**. Contractor shall achieve Final Completion of the Work on or before **Insert Date**.

4. Performance and Supervision of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project Site. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Performance and Payment Bonds

Prior to beginning Work, Contractor shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. Contractor and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Contractor shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in the Contract Documents. The Performance Bond and Labor and Materials/Payment Bond will become a part of the Contract Documents.

6. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows: Lump Sum of **Insert amount** Dollars and **Insert amount** Cents (**\$Insert amount**).

The foregoing Lump Sum payment includes the following alternates, if any: N/A

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of: a) a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice; b) Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and c) Contractor's affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used on the Work, including names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other documents as shall be necessary, in the sole judgment of the Park

District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

8. Cleaning Up

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Contractor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

9. Warranty; Correction of Work

Contractor warrants to the Park District that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Final Completion of the entire Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern.

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

- A. Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - iii. other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.
- F. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents and general workplace safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.

11. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
- (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.
- (ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

12. Insurance

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

13. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D**.

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

15. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

16. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

17. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

18. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

19. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

20. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

21. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addressees:

If to Park District: Waukegan Park District
 2000 Belvidere Street
 Waukegan, IL 60085
 (Fax) 630-993-8913
 Attention: Executive Director

If to Contractor: _____

 (Fax) _____

 Attention: _____

22. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

23. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

24. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

25. No Waiver of Tort Immunity Defenses

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WAUKEGAN PARK DISTRICT

By: _____
George Bridges

By: _____

Its: President, Board of Commissioners

Its: _____

661949