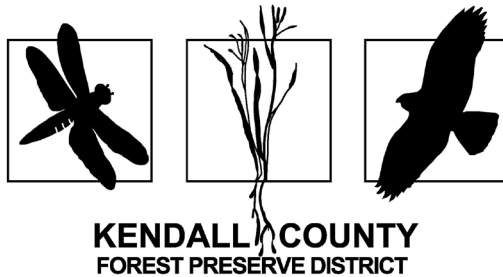


BID PROPOSAL
AND SPECIFICATIONS

FOR

Fox River Bluffs

BID OPENING:
August 9, 2022 at 1:00 P.M.



Kendall County Forest Preserve District
110 W Madison St.,
Yorkville, Illinois 60560
(630) 553-4025

Prepared By:



UPLAND DESIGN Ltd.

24042 Lockport St., Suite 200, Plainfield, Illinois 60544
1229 N. North Branch Street, #220A, Chicago, Illinois 60642
PH: (815) 254-0091

Project #939

KENDALL COUNTY FOREST PRESERVE DISTRICT

HISTORIC KENDALL COUNTY COURTHOUSE

110 WEST MADISON STREET

YORKVILLE, IL 60560

LEGAL NOTICE NOTICE TO BIDDERS

Sealed proposals for Fox River Bluffs – Site Construction in Yorkville, IL, shall be received at the Kendall County Forest Preserve District office: 110 W Madison Street, Yorkville, IL 60560, until 1:00 p.m. local time, August 9, 2022, at which time all bids will be publicly opened and read aloud.

Work generally includes grading, earthwork, crushed limestone trail, gravel parking area, and asphalt paving.

Bid documents will be available online beginning July 25th, 2022, at 11:00 am at <https://www.kendallcountyil.gov/departments/administration-services/rfp-rfq-call-for-bids>, at the Forest Preserve offices, and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) 553-4025.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all County rules and regulations, and providing for the payment of Kendall County's prevailing wage rate to all workers involved in these projects.

All bids will remain firm for 60 days after the bid opening. The Kendall County Forest Preserve District reserves the right to reject any or all bids, to waive informalities on a bid, and to accept the lowest responsible bid that serves the best interests of the Forest Preserve District.

Minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Recreation Trails Program" (RTP) grant program.

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END OF SECTION

SECTION 00 1000
GENERAL CONDITIONS

1.0 TERMS

- 1.1 "Owner" shall refer to the Kendall County Forest Preserve District. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents.
- 1.2 "Upland Design Ltd." shall refer to the firm that prepared construction documents.
- 1.3 "Owner's Representative" shall refer to the Executive Director of the Kendall County Forest Preserve District or Upland Design Ltd., or their designated representative.
- 1.4 "Contract Documents" refer to the specifications, plans/drawings, addenda, if any, and change orders, if any, that are labeled with the same project title and Owner name that is in the Legal Notice within this specification. See Table of Contents for a listing that is complete at the time of initial contract document publication.
- 1.5 "Project Site" refers to the Owner's property within the construction limits that are shown and/or defined within the Contract Documents.
- 1.6 "Substantial Completion" is the date when construction is sufficiently completed, in accordance with the contract as modified by any change order agreed to by the parties, so that the Owner can occupy the project for the use for which it was intended. Incomplete items may remain that prevent the Owner from making a full payout at the date of substantial completion.

2.0 LAWS AND PERMITS:

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

3.0 INTENT OF CONTRACT DOCUMENTS:

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

4.0 PLAN & SPECIFICATION DIMENSIONS:

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

5.0 ERRORS AND DISCREPANCIES

- 5.1 If the Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify Upland Design Ltd. and Owner immediately. Upland Design Ltd. shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Contractor's risk and at Contractor's sole expense. Upland Design Ltd. reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.
- 5.2 When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. Neither the Owner nor Upland Design Ltd. shall be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

6.0 SUBSTITUTIONS

- 6.1 Each bid or proposal shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from Upland Design Ltd. following Owner direction shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.
- 6.2 Requests for substitutions shall be made no less than five (5) work days (Monday-Friday) prior to bid opening date to Upland Design Ltd. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by Owner shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

7.0 CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

- 7.1 Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance of **beginning** the work, and shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance by phone when site visits are needed to determine general compliance with the contract documents for items such as: layout staking, grading, drainage, and other major items of

construction.

- 7.2 All work and materials shall be open to the inspection of the Owner and Upland Design, Ltd. at all times. The Contractor shall also furnish upon request of Owner or Owner's Representative at his expense, a person or persons familiar with the project to review work on site and discuss any matters about the work or Contract when given 48 hours notice for such a meeting or whenever Contractor's staff is present at the site. Upon request, copies of material delivery tickets shall be furnished to Owner.

8.0 SUBCONTRACTORS AND SUPPLIERS

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

9.0 OWNER' S RIGHT TO DO WORK:

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

10.0 RIGHT TO SUSPEND WORK:

- 10.1 The Owner will notify Contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary by the Owner, in its sole discretion. Work may be suspended for conditions unsuitable for the execution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation (including mobilization) shall be paid to Contractor because of such suspension.

11.0 ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

- 11.1 The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.
- 11.2 Alterations, extensions and deductions shall be authorized by a written change order issued by the Owner and signed by Contractor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension or reduction in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.
- 11.3 All change orders requires approval by the Board of Commissioners of the Kendall

County Forest Preserve District.

- 11.4 In the case of work specified by the Owner or Upland Design Ltd. to be completed by the Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Values in the bid proposal, the Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.
- 11.5 The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than forty-nine percent (49%).

12.0 INDEPENDENT CONTRACTOR RELATIONSHIP:

- 12.1 It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Owner and/or Kendall County, Illinois. Owner understands and agrees that Owner is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Contract. Owner further understands and agrees that Owner is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Owner's officers, employees and/or agents who perform services as set forth in the Contract. Owner also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Owner, Owner's officers, employees and agents and agrees that Owner and Kendall County, Illinois are not responsible for providing any insurance coverage for the benefit of Owner, Owner's officers, employees and agents. Owner hereby agrees to defend with counsel of Owner's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Owner, Kendall County, Illinois and their respective past, present and future board members, elected officials, employees, insurers, and agents for any alleged injuries that Owner, its officers, employees and/or agents may sustain while performing services under the Contract.
- 12.2 Owner, at any time, for any reason and in Owner's sole discretion, may require Contractor and/or Contractor's consultants and/or subcontractors to remove any individual from performing any further work under this Contract. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Owner may suspend the work.

13.0 USE OF SITE

- 13.1 Contractor shall confine equipment, material storage and workmen operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:
- A. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when

necessary in performing the work.

- B. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
- C. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes an obstacle to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or man-made drainage ways.
- D. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved by Owner prior to construction.
- E. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.
- F. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's Representative's approval. Parking is prohibited under the dripline of trees to be saved.
- G. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval of Owner's Representative. Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense.

14.0 WORK SITE SAFETY:

- 14.1 Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. The Contractor is responsible for protecting the public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.
- 14.2 Whenever public or private property is damaged in whole or in part by Contractor, its employees, subcontractors and/or agents, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Any damage to the Owner's property, that was caused in whole or in part by Contractor, its employees, subcontractors, and/or agents may be repaired by the Owner, in Owner's sole discretion, and either deducted from the payment owed to the Contractor or billed to the Contractor, at Owner's sole discretion.
- 14.3 Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at the Contractor's expense shall replace existing property corners disturbed or lost during construction. When the

site is opened for usage after final acceptance, damage to the work shall not be due to the Contractor's fault or negligence.

- 14.4 Contractor shall have no claim against the Owner or Upland Design Ltd. because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.
- 14.5 Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures.

15.0 LABOR, EQUIPMENT AND METHODS:

- 15.1 Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in the quality and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.
- 15.2 Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work.

16.0 INSPECTION AND TESTING:

- 16.1 Materials and application rates to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner's Representative. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, the Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

17.0 SUBMITTALS:

- 17.1 Contractor shall submit to Owner's Representative required shop drawings (three sets each – or number indicated in Section 01 1300 SUBMITTALS when included), product data and samples concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Owner. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.
- 17.2 Unless otherwise specified, products and materials are to be new and of best quality. Materials, and products or work having a well known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers and Tradesmen.

18.0 REMOVAL OF DEFECTIVE WORK

- 18.1 The Owner's Representative may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment. No increase will be made in payment or in contract time as a result of work required for corrective actions. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site in a timely manner, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.
- 18.2 Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner or Upland Design Ltd waives the right to later complain about defective materials or workmanship even after final acceptance.
- 18.3 When questioned work is found to be defective due to fault of Contractor, Subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction.

19.0 COMPLETION DATE:

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

20.0 CLEANING UP:

- 20.1 Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. When Contractor fails to do so within 5 calendar days of a written request by the Owner's Representative, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.
- 20.2 Soil (mud) on adjacent sidewalks and roadways as well as dust shall be kept to a minimum during construction.

21.0 PAYMENT:

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

- 21.2 Per (815 ILCS 603/20 new) Sec. 20. The Owner may retain up to 10% of any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract may be held as retainage
- 21.3 Upland Design Ltd and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractors completion of all punch list work, Owner's Representative shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee (or when included, as stated in Section 01 7700 PROJECT CLOSEOUT).
- 21.4 Upon written final acceptance, the Contractor shall submit final waivers of lien, and a final request for payment, including retained monies. Final payment shall be made to the Contractor within sixty (60) days after receipt of the above items. Contractor may request a reduction of the percentage of retainage during the one hundred twenty-day period and a payment of a portion of the retainage may be made at the Owner's discretion.

22.0 INDEMNIFICATION:

- 22.1 Contractor shall protect, defend, indemnify and hold harmless, the Owner and Upland Design Ltd, their officers, employees, and agents, from and against all claims, actions, suits, judgments, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising out of:
- A. Contractor's performance of, or failure to perform, the work in accordance with the terms of the Contract.
 - B. Infringement (actual or claimed) on patents, copyrights or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
 - C. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of property, including the loss of use thereof;
 - 1. caused in whole or in part by any act, error or omissions by Contractor, Subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder;
 - or
 - 2. arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks and property adjacent thereto;
 - or
 - 3. arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.
 - D. Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal

injury claims suffered by its own employees, asserted by persons allegedly injured on this project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of the Worker's Compensation Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner, Kendall County, Illinois and their respective past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

23.0 NON-DISCRIMINATION PROVISIONS:

23.1 Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

24.0 OWNERSHIP OF PLANS, SPECIFICATIONS:

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

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the Kendall County Forest Preserve District and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Contract Documents shall refer to addenda when issued, specifications and plan drawings.

1. PLANS AND SPECIFICATIONS

Plans and specifications may be online beginning July 26th, 2022, at 11:00 am at <https://www.co.kendall.il.us/> and at the Forest Preserve offices and thereafter from 8:00 a.m. to 4:30 p.m., Monday through Friday. Phone: (630) -553-4025.

All inquiries, outside of the bidder inspection, that concern the bid request shall be submitted in writing to the Owner via email to dguritz@co.kendall.il.us. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the agreement. Questions will not be responded to by oral clarification. Failure to request clarification will not waive bidder's responsibility to comprehend the plans and specifications and perform the work in accordance with the intent of the plans and specifications.

2. PROPOSAL FORM

Bidders shall submit the proposal form provided which shall be filled out completely and addressed as follows:

Fox River Bluffs
Kendall County Forest Preserve District
12345 Fox Rd,
Yorkville, IL 60560

All information requested on the bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict. On the outside of the bid envelope, each sealed bid shall also contain the notation "**SEALED BID**" along with the following information:

- A) Fox River Bluffs
- B) Bidder's company name, and
- C) Date and time of bid

Bids for the project shall be received on or before the published date and time at which time they will be opened and read publicly. Bids received at the above address after the deadline will be marked "Late" and will be returned to the bidder unopened. It is the bidder's responsibility to ensure that the bid submission is received prior to the stated deadline no matter what method is used to submit the bid.

3. ACCEPTANCE OR REJECTION OF BID

The Owner will accept or reject bids within sixty (60) days after analysis of the proposals, and reserves the right to accept or reject any or all bids; to restart the bidding process at any time after rejection of all bids; to combine or separate any section of work; to waive any minor informality or irregularity in the bids received; and/or to add or delete items in the bid if it is in the best interest of the Owner.

4. BIDDER EXPERIENCE

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and have a minimum of five (5) years experience in similar work, and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the bid proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

5. EXAMINATION OF SITE AND DRAWINGS

See included Section 00 0110 Table of Contents for a complete list of specifications and drawings.

Before submitting a proposal, bidders shall carefully examine all of the above-referenced documents, the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. By submitting a bid, the bidder warrants that he/ she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings.

6. BID SURETY

A bid surety in an amount equal to ten percent (10%) of the total bid price shall accompany each sealed bid. The surety can be in the form of a bid bond or certified check and should be made payable to the Owner. The bid surety of all bidders, except the successful Contractor(s), shall be returned within ten (10) days after the Owner's decision to accept and/or reject bids. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance. The bidder shall pay all premiums and costs associated with this bid surety.

7. PERFORMANCE BOND

Within ten (10) days after the award of contract, the successful Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond, each equal to 100% of the contract and all obligations arising from it. Bonds shall be provided on the AIA-312 Form or another similar form which is acceptable to the Owner, and shall become part of the contract. The failure of the successful bidder to enter into contract and supply the required bonds within ten (10) days of award of contract, or within such extended period as the Owner may grant, shall constitute default, and the Owner may either award the contract to the next responsible bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a subsequent contract is executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee. Contractor shall pay all premiums and costs of this bond.

8. ASSIGNMENT AND SUBCONTRACTORS

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

9. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to

determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1185) or insurance Services Office form no. GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Board Form Comprehensive General Liability or the most recent revision.
2. **Please note Endorsement CG 21 34 11 88, CG 21 39 11 88 or other such policy provision or endorsement which limits contractual liability shall be deleted in its entirety.**
3. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
4. Workers' Compensation insurance as required by statute and Employers Liability insurance.
5. Manufacturers, Owners and Contractors liability insurance.
6. Coverage for collapse, explosion, and excavation and trenching done with power equipment or by hand.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project using the endorsement CG 25 03 11 85 or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverage for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

4. Umbrella or Excess Liability: In addition, contractor shall provide umbrella or excess liability insurance providing in excess of the underlying General Liability, Automobile Liability and Employers' Liability insurance above, with the following minimum limits of \$5,000,000 per Each Occurrence and \$5,000,000 per Annual Aggregate (where applicable in the underlying) Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying General Liability, Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the Owner. At the option of the Owner either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

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

3. All Coverage's

- a. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

F. Verification of Coverage. Contractor shall furnish the Owner with certificates of insurance and original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

H. An endorsement containing the following: "Solely as respects to work done by and on behalf of the named insured for the Owner, it is agreed that the Owner and Upland Design, Ltd., are added as additional insured under this policy."

10. NON-DISCRIMINATION PROVISIONS

Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

11. PREVAILING WAGE

A. PREVAILING WAGE ACT

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. The Contractor shall comply with the Prevailing Wage Law of the State of Illinois. No less than the prevailing rate of wages as found by the Owner for the County in which the project takes place, or Department of Labor, or determined by the court of review, shall be paid to all laborers, workers and mechanics performing work under this contract. Contractor's bonds shall include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by this contract.

The Owner is a public body that is subject to the Prevailing Wage Act, 820 ILCS 130/.01 et seq. Contractor shall comply at all times with the provisions of the Illinois Prevailing Wage Act. Failure of Contractor to comply with the Illinois Prevailing Wage Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Illinois Prevailing Wage Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work. Contractor shall allow the Owner access to these records for inspection purposes at any reasonable hour and upon reasonable notice.

When the Illinois Department of Labor revises the prevailing rate of wages these revised rates shall apply to the Contract. In case of underpayment of the Prevailing Wage, a penalty of 20% of the underpayment shall be assessed against Contractor, payable to the Illinois Department of Labor. Underpayment that has not been repaid to a worker within 30 days of violation is subject to an additional 2% of the underpayment as a punitive damage assessment, payable to the worker.

B. CERTIFIED PAYROLL

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

12. EMPLOYMENT OF ILLINOIS WORKERS:

The Owner is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act. If the project receives State funds or funds administered by the State Illinois, and if at the time the contract is executed, or if during the term of the contract, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, the Contractor, its consultants, contractors, subcontractors, and agents agree to employ laborers on this project in accordance with the Employment of Illinois Workers on Public Works shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Employment of Illinois Workers on Public Works Act, and any rules or regulations promulgated by the State of Illinois with regard to the Employment of Illinois Workers on Public Works Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

13. DRUG FREE WORKPLACE ACT

Contractor and its consultants, employees, contractors, subcontractors and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et. seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.”

14. PAYMENT

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

15. LIQUIDATED DAMAGES

The Contractor shall commence the work with authorization from the Owner pending delivery and shall be completed by November 30, 2022. In the event the Owner and Contractor cannot agree that the entire project work is substantially completed by **November 30, 2022**, then, in addition to any remedies available to the Owner, the Contractor shall pay to the Owner the sum of one percent (1%) of the total contract amount per day for each day beyond the completion date until substantial completion of the work has been achieved. This payment is for the liquidated damages, in addition to any other damages that may be incurred the Owner, and not as a penalty. All such liquidated damages may set off against any monies that may be due the Contractor. When substantial completion is met, a punch list will be developed by Upland Design Ltd. Fifteen calendar days after the punch list is delivered, all items shall be complete. If any items remain to be complete after fifteen calendar days the Contractor shall pay the sum of one percent (1%) of the total contract amount per day beyond until final completion of the work has been achieved.

16. GUARANTEE

Contractor must comply with project closeout terms, refer to section 01 7700 – Project Closeout

END OF SECTION

SECTION 01 1300
SUBMITTALS

1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES

1.1 Immediately after notification of Contract Award, the Contractor shall prepare and deliver to the Owner's Representative for approval, a Construction Schedule. This Schedule shall include a breakdown of the various divisions of the Work and shall show the date of commencement and the date of completion of each division of the Work. This Schedule shall be prepared on the basis of the Contractor's stated Final Completion Date and in consultation with Contractors for any other work involved in the completion of the Project, and with the Owner's Representative's consent or direction, shall be revised from time to time as required. This Schedule shall include the Owner's equipment installation timetable (if any) as furnished by him/her.

2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS

2.1 Contractor shall submit payment requests in **triplicate** using standard AIA Document G702 "Application and Certificate for Payment.

2.2 Waivers of lien shall be submitted in **triplicate** from all major Subcontractors or suppliers as directed by the Owner.

3.0 SURVEY DATA

3.1 Contractor shall be responsible for properly laying out the Work, and for lines and measurements for the Work executed under Contract Documents. Verify figures shown on the drawings before laying out the Work, and report errors or inaccuracies in writing to the Owner's Representative before commencing work. The Owner's Representative will in no case assume responsibility for laying out the Work.

3.2 Establish necessary reference lines and permanent benchmarks from which built object lines and elevations shall be established. Contractor shall establish two such benchmarks in widely separated locations and be responsible for proper location and level of the work and for maintenance of reference lines and benchmarks. Establish benchmarks and axis lines showing exact floor elevations and other lines and dimensional reference points as required for information and guidance of all trades.

3.3 Each Subcontractor, as it applies to his/her work, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the Owner's Representative before commencing work. Starting of work by Subcontractor shall constitute acceptance.

4.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES (SUBMITTALS)

4.1 The contractual requirements for shop drawings, product data, and samples are specified in the General and Supplemental Conditions. The Contractor shall submit shop drawings, product data, and samples.

4.2 Within thirty (30) days after award of Contract, Contractor shall prepare a schedule of specific target dates for submission and return of Owner's Representative reviewed submittals required by Contract Documents.

4.3 No Portion of work requiring such submittal will be permitted to start until submission has been reviewed by the Owner's Representative. Changes or modification to Contract Documents shall not be initiated by corrections to submittals.

4.4 Submittals which reflect major design changes to the Contract Drawings or Specifications must be accompanied by a separate letter justifying change, and will require that a change order be executed prior to acceptance.

5.0 SUBMITTAL PROCEDURES BY CONTRACTOR

5.1 Shop Drawings

A. Submit to the Owner's Representative four (4) copies of Shop Drawings for review. The Owner's Representative's check of any Contractor's Shop Drawings will cover approval of material and design only, and while figures or dimension will be checked in a general way, the responsibility for correctness of all drawings will rest with the Contractor submitting the Shop Drawings. After review, three (3) copies of the Shop Drawings with corrections or accompanying comments will be returned to the Contractor for resubmission, if required, after corrections have been made. For final resubmission, after corrections have been made, the Contractor shall send prints to the Owner's Representative for distribution. The Owner's Representative review of the Shop Drawings does not relieve the Contractor from furnishing materials and performing work as required by the Contract Documents. No extension of time will be granted for review and approval.

5.2 Product Data

A. Submit to the Owner's Representative three (3) copies of the manufacturer's specification, installation instructions and general recommendations for applicable products. Include manufacturer's certification or other data substantiating that the materials comply with the requirements and are recommended by manufacturer for the application shown and specified. Indicate by copy of transmittal form that Installer has received copy of the instructions and recommendations. Hardware schedules and collection of catalog cuts such as light fixtures, site furniture, etc., shall be presented in bound brochures, three (3) copies each.

5.3 Samples

A. Submit to the Owner's Representative two (2) samples and color data information for all finishes and finish materials.

6.0 DISTRIBUTION

6.1 Contractor is responsible for obtaining and distributing required submittal items to his/her Subcontractors and material suppliers after, as well as before, items are stamped "Approved."

7.0 SHOP DRAWINGS FILE TO OWNER

7.1 At completion of construction, Contractor shall furnish for Owner's use one (1) unused copy of all Shop Drawings, manufacturer's diagrams, literature, etc., that were used in execution of the Work.

END OF SECTION

SECTION 01 1500
TEMPORARY FACILITIES

1.0 GENERAL

- 1.1 Contractor shall provide temporary facilities and controls as specified or as required for protection of the Work in accordance with applicable codes.
- 1.2 All temporary connections to utilities and services shall be acceptable to Owner and local authorities having jurisdiction thereof. OSHA Standards and Regulations shall apply if more restrictive.
- 1.3 Contractor shall note that if any part of the permanent building equipment (plumbing, heating, electrical) is used to provide temporary utilities, this shall not void or shorten the equipment guarantee provided by the Contractor and material and equipment supplier and as described in Contract Documents.

2.0 TEMPORARY WATER

- 2.1 The Contractor shall provide temporary water service for construction operations.

3.0 TEMPORARY SANITARY FACILITIES

- 3.1 Provide and maintain required sanitary facilities for work force.

4.0 CONSTRUCTION AIDS

- 4.1 Contractor shall furnish, maintain, and remove at completion, all temporary ladders, ramps, barricades, enclosures, fences, walks and like facilities, as required for proper execution of Work for all trades, except as otherwise specifically required under individual section.
- 4.2 All such apparatus, equipment, and construction shall meet all requirements of OSHA and other applicable state or local laws.
- 4.3 Contractor and each of their Subcontractors, for their own use, shall provide all scaffolding required for execution of their own work. Scaffolding shall not be built into walls of buildings.

5.0 WATER AND SNOW CONTROL

- 5.1 From commencement to final payment Contractor shall keep all parts of the Work free from accumulation of water, snow and ice for the protection of their Work. Protect the Work against weather damage.

6.0 TEMPORARY FIELD OFFICES

- 6.1 Contractor, at his/her option, shall provide and maintain a field office. Construction sheds, trailers and temporary offices provided by Contractor shall be maintained in good condition. Field office is not a pay item and if included at Contractor's option will be considered incidental to the project cost.

7.0 TEMPORARY LIGHT AND POWER

- 7.1 The Contractor shall provide electrical power during construction operations.

7.2 Contractor shall provide his own extension cords and lamps, if required, and shall also be responsible to see that these are furnished by or for each of his/her Subcontractors as they may be required.

7.3 Where service of characteristics, quality or locations other than described above may be required, each Contractor requiring same shall provide such additional service and necessary equipment at his/her own expense.

8.0 SHORING AND BRACING

8.1 The Contractor shall provide, install and maintain all shoring and bracing or other devices necessary to maintain all aprons, curbs, pavements, and existing structure, etc., at their present levels and in their present location and condition during construction. Demolish all such work after it is not needed and required and remove it from the premises.

END OF SECTION

SECTION 01 2100
SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES

1.0 GENERAL

1.1 Description

- A. This work shall consist of the complete removal of all items called for in the plans and specifications or as otherwise implied in a safe and orderly manner creating as little disturbance as possible.
- B. All areas indicated for construction of any kind shall be cleared of any debris, undergrowth, weeds, stumps, roots, and marked trees which might interfere with the progress of that work. Unmarked trees or any plant material indicated to be saved by the Owner or Owner's Representative shall be given special protection as specified.

2.0 PRODUCTS (not applicable)

3.0 EXECUTION

3.1 Safety of Operations

- A. Work site safety is the Contractor's responsibility. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to make arrangements for permission from the governing agency prior to closing. After such approval is obtained, the Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

3.2 Protection and restoration of Items to Remain.

- A. Locations and dimensions shown in the Drawings for existing facilities are in accordance with available information obtained without uncovering, measuring or other verification and are not guaranteed. The Contractor shall protect from damage private and public utilities encountered during the Work. The Contractor shall, before an excavation begins, call J.U.L.I.E. or Digger (depending on service location).
- B. Extreme care shall be utilized when removing any item adjacent to structures, utilities, paving, vegetation or any item not indicated for removal or relocation whether shown on the Drawings or not. These items shall be properly protected as required to keep them from damage or other disturbance of any kind during the course of work. Existing utilities shall be protected and maintained to prevent leakage, settlement or other damage. Damage to any of the above shall be repaired or replaced to former condition as required by the utility company or Owner at the Contractor's expense. Repair of damaged utility shall be completed within 24 hours of damage occurring.
- C. The Contractor shall, at no additional cost to the Owner, provide and install safeguards acceptable to the Owner to protect public and private property. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards.
 - 1. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to obtain permission from the governing agency prior to closing. After such approval is obtained, the

Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

2. If public or private property is damaged or destroyed or its use interfered with by the Contractor, the Contractor's agents or the Contractor's employees, such interference shall be terminated and damaged or destroyed property repaired and restored immediately to its former condition by the Contractor at the Contractor's expense.
3. Should the Contractor refuse or not respond promptly to a written request to restore damaged or destroyed property to its original condition, the Owner may have such property restored by other means at the Contractor's expense.

3.3 Protection and Restoration of trees, shrubs, and plant material

- A. Trees, shrubs, plants, and other landscaping not designated for removal shall be left in place and protected from damage or injury during construction. The Contractor shall provide full and adequate protection against construction damage to all landscaping that is to remain.
- B. No traffic, storage of Equipment, vehicles or materials shall be allowed within the drip line of trees not designated for removal unless plans permit such activity. In addition, plans may indicate no-construction activity areas that are larger than the dripline (see plan notes).
- C. Root pruning shall occur on all tree roots larger than one inch, but less than two inches in diameter. Such roots shall be cleanly cut in place. Root pruning shall be done so as not to disturb remaining fibrous roots.
- D. Where excavation operations occur and where tree roots 2 inch or greater in diameter are discovered, the Contractor shall promptly notify the Owner's Representative, who will determine how these tree roots are to be handled.
- E. Promptly cover exposed roots and maintain moisture on them to keep them alive.
- F. Failure to promptly preserve the viability of roots on trees to be saved may result in the Owner making corrective action. Given the urgency needed in keeping desirable tree roots alive, the Owner may take such action following as little as twenty-four-hour notice to the Contractor. Reasonable costs for any and all such action by Owner may be charged to the Contractor and/or deducted from project monies due to the Contractor.

3.4 Plant Damage Compensation

- A. The Owner shall be reimbursed for trees or other plant material not ordered or designated to be removed but that are destroyed or irreparably damaged by Contractor operations as determined by the Owner's Representative. At a minimum, the Contractor shall reimburse Upland Design and/or other Owner consultant for time and materials expended related to tree damage (such as meetings, measuring, preparing reports and preparing change orders)
- B. Damage to tree trunks, branches and roots shall be reported to the owner's representatives immediately.
- C. The penalty for each incidence of trunk damage to trees shall be \$450.00. Use current value at time of bidding.
- D. The penalty for each incidence of branch or root damage shall be \$100.00 Use current value at time of bidding. per caliper inch.

- E. The penalty for compaction of soil by unauthorized vehicle travel on the grounds shall be \$.45 per square foot (Use current value at the time of bidding) of traveled area.
- F. Where the damaged tree is a heritage tree or landscape specimen, the reimbursement amount will be based on a benefit-based-valuation. This service is to be conducted by a certified arborist trained in tree appraisals that is approved by the Owner and the cost of the service will be borne solely by the contractor.
- G. The penalty for damage to a shrub shall be the removal and replacement cost as determined by at least two written quotes obtained by the Owner.

3.5 Removal Responsibility

- A. All debris, paving, equipment, fencing, trees, stumps, sod or soil to be cleared and removed from the project area shall be legally disposed of off site at the arrangement and expense of the Contractor. No materials will be stockpiled on site for future disposal; materials used for fill or topsoil may be stored on site. No excavation areas will be left in unsafe or unsightly conditions at day's end. The Contractor will be responsible for all transportation and disposal fees associated with this work. Burning of any materials on site is prohibited unless indicated otherwise on plans.

END OF SECTION

SECTION 01 7300
EXECUTION REQUIREMENTS

1.0 GENERAL

1.1 Summary

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

2.0 PRODUCTS (Not Used)

3.0 EXECUTION

3.1 Examination

A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of storm sewer, and sanitary sewer.
2. Verify location of existing water lines, electric and private utilities.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

3.2 Preparation

A. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 Construction Layout

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner promptly.
- B. General: Lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated.
 - 3. Inform installers of the lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Owner when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.

3.4 Field Engineering

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 Installation

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 Progress Cleaning

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80° F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 Protection of Installed Construction

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.8 Correction of the Work

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

3.9 Substantial Completion

- A. Contractor shall inform Owner/Owner's Rep when they feel Substantial completion has been reached. The Owner/Owner's Rep shall review work with the Contractor and approve or require further correction of the work.

END OF SECTION

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

- 1.1 Contractors shall, prior to punch list preparation, remove trash and debris and clean all walks, drives and parking areas.
- 1.2 Upon completion of work, Contractor shall remove all temporary structures, fences, surplus materials, and rubbish of every kind from site and dispose of legally, except in cases where permits require silt fences to remain.
- 1.3 If Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in the General Conditions.

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

- 2.1 Contractor shall maintain one set of Drawings and one set of bound specifications on which he/she shall record every deviation that is made from original drawings and specifications at the time the change is made.
- 2.2 Contractor shall keep a neat and complete record of exact manner in which all work is installed. Dimensions shall be included to accurately locate items that will be concealed and which may later be necessary to locate for service.
- 2.3 This record set of drawings and specifications shall be kept by Contractor at the job site for inspection by the Owner and the Owner's Representative.
- 2.4 At completion of the Work, Contractor shall arrange above records in order properly indexed and certify by endorsement thereof that each of the revised drawings and specifications is complete and accurate.
- 2.5 Before final payment is made, the Contractor shall deliver the annotated as-built drawings and specifications to the Owner's Representative. The as-built drawings and specifications created by the Contractor at all times remain the property of the Owner.
- 2.6 No review or receipt of such records by the Owner or the Owner's Representative of any deviation from the Contract Documents does in any way relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents
- 2.7 Where indicated on the Drawings, as-built drawings shall be a topographic survey that is prepared and sealed by an Illinois licensed surveyor. See Drawings for additional requirements. Items 2.1 through 2.6 above shall also apply.

3.0 PUNCH LIST

- 3.1 Upland Design Ltd. and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of incomplete and/or unaccepted items in a written punch list. These items, if any, are to be corrected or completed before final acceptance is granted by Owner. Failure of the Owner's Representative to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Following Contractor completion of all punch list work, Owner shall provide a written notice of final acceptance to Contractor.

4.0 MAINTENANCE AND OPERATION INSTRUCTION

- 4.1 Prior to final payment, Contractor shall arrange all technical instruction of Owner's maintenance personnel, either by his/her own or the equipment manufacturer's personnel.

5.0 GUARANTEES

- 5.1 The Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from the date of the final acceptance letter, except where certain guarantees are otherwise specified in writing to be longer than one year.
- 5.2 At the completions of the work, all such guarantees covering material, workmanship, maintenance, etc., as specified, shall be procured by the Contractor from the various suppliers and subcontractors, and forwarded to the Owner, together with a letter, addressed to the Owner, giving a summary of guarantees attached stating, the character of work, name of the Contractor, name of the material or equipment supplier, period of guarantee and condition of guarantee. This shall be done within fifteen (15) days of the punch list date.
- 5.3 Neither the final payment nor 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. Upon written notice, the Contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.
- 5.4 If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Contractor for the indicated period, the Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise the Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

END OF SECTION

SECTION 31 2000 **EARTHWORK**

1.0 GENERAL

1.1 Description

A. The work consists of all work as called for by plans and/or proposal form and may include the following: rough and finish grading to approved grade stakes; excavation of organic or unstable soils; excavation of debris and rocks; excavation, stockpiling and redistribution of topsoil; placement of sand or gravel base; placing and grading supplemental topsoil; and all other grading and excavation operations. Unless otherwise called for in the plans and specifications, work shall conform to all applicable Soil Erosion and Sedimentation Control Regulations as enacted in the County, City/Village, Soil and Water Conservation District, etc. having jurisdiction over the project location.

1.2 Submittals

A. Contractor shall submit samples and information to the Owner's Representative on the location of the source for any proposed materials to be brought on site. Source shall be subject to approval before use.

2.0 PRODUCTS

2.1 Fill Materials

A. Fill and backfill materials shall be clean, porous, granular materials free of clay, rock or gravel larger than two inches (2") in any dimension, debris, frozen material, vegetation or other deleterious matter. Contractor shall be permitted to use material excavated as part of this project as backfill material provided that excavated material meets all other requirements herein and is free of trash and other debris. Sod shall not be used for fill.

B. Fill material must be approved by the Owner's Representative before being placed. When suitable materials are not available from the excavation they shall be provided by the Contractor from off-site sources.

2.2 Topsoil

A. Topsoil is defined as follows: all topsoil shall be fertile, friable natural topsoil, typical for this locality. It shall not contain a mixture of subsoil or slag and shall be free of lumps, stones, plants or roots, stalks or other extraneous matter and shall not be used while in a frozen or muddy condition. Topsoil shall have an acidity range of pH 5.5 to pH 7.5 and shall contain not less than five percent nor more than twenty percent organic matter as determined by loss on ignition of moisture free sample dried at 100 degrees centigrade. Topsoil shall be classifiable as loam, silt loam, silty clay loam, or sandy clay loam, as determined from the Natural Resources Conservation Service - USDA triangular soil texture chart. Topsoil shall be used in the upper six inches (6") of all seeded areas.

2.3 Base Material

A. Base materials shall conform to specified detail and shall be properly graded mixture of natural or crushed gravel, crushed stone, or natural processed sand that will readily compact to the required density and remain in that condition.

3.0 EXECUTION

3.1 Layout

- A. The corners of the designated areas, including separate paving, surfacing, and lawn, shall be determined by careful survey according to plans and details. Stakes shall be set indicating the exact position of these corners and the final elevation of the indicated area.
- B. Before any excavation or filling operation begins, approval of the location and the proposed elevation must be obtained from the Owner's Representative. If existing conditions are at variance with the drawings, the Owner's Representative shall be notified before proceeding with the work and adjustments made only as directed.
- C. Back-filling shall be done only after the Owner's Representative has inspected and approved sub-grade. Notice that the work is ready for inspection shall be given promptly, and 48 hours minimum shall be allowed for making necessary examinations. Failure to comply may require excavation to previous grade and the performance of back-filling operations again at no additional cost to the Owner.

3.2 Stripping Topsoil

- A. Prior to the stripping of topsoil, all areas within the grading limits containing existing debris shall be cleaned sufficiently to permit easy use of the topsoil free of unmanageable debris. Topsoil in areas that are to be graded shall be stripped to the depth designated and stockpiled in an area approved by the Owner's Representative. This is the first supply of topsoil to be used for spreading over disturbed or graded areas. The site shall be excavated to provide a sub-grade which shall be shaped to true and even lines so as to assure a uniform thickness of the base course or other surfacing installation. Excess material and debris generated from this work shall be hauled from the site at the Contractor's expense.

3.3 Unsatisfactory Materials

- A. Unsuitable materials or unstable bearing soil for structures and pavements shall be excavated to stable soil and replaced with an approved sand, gravel or soil and compacted as specified.

3.4 Excavation for Structures

- A. Excavation for all structures, paving, and site improvements shall be to the tolerances specified and shall extend sufficient distances from footing and foundations to permit placing and removal of forms, installation of services, and other construction operations and inspections.

3.5 Dewatering

- A. Site is to be maintained in dry condition in excavations and areas to be filled. Fill, topsoil, or sub-base shall not be placed in water or excessively damp conditions. It is the Contractor's responsibility to remove water and maintain dry conditions.

3.6 Placing Fill

- A. During grading and filling operations, all fill shall be placed in five inches (5"), or less layers and compacted by operating heavy track, or rubber tired equipment over it or with compaction equipment. Fill and backfill shall be so

placed as to cause minimum disturbance to underlying soils. Material shall have the correct moisture content. Wet soil shall be disked or otherwise scarified to allow each layer to dry.

- B. Holes, pits and removed footings shall be filled and compacted to within six inches (6") of the surrounding grade with approved clean fill and then topped with six inches (6") compacted topsoil. Filling holes shall be considered incidental to the Contract.

3.7 Compaction

- A. Fill and sub-base material shall be compacted to not less than the 95% ASTM D1557 or Proctor Density. Compaction of topsoil in lawn areas shall be 85% of proctor density.

3.8 Grade Tolerance

- A. All earthwork shall be within one-half inch (1/2" or 0.042') of the elevations called for on the plans. All pavement grading shall be within one quarter inch (1/4" or 0.021') of the elevations called for in the plans. All grading shall drain uniformly to designated low points and all changes in elevation and transition areas shall be with gentle, rounded gradients. The grade tolerance allowed shall not create a situation where a walk or area becomes inaccessible per the Americans with Disabilities Act. If this occurs the work shall be removed at the cost of the Contractor and reinstalled to meet current ADA standards.

END OF SECTION

SECTION 32 1216
ASPHALT PAVING

1.0 GENERAL

1.1 Description

A. This work consists of providing all labor, material, tools and equipment necessary to construct new asphalt paths, parking lots, and/or roadways as shown on the plans.

1.2 Code and Regulations

A. Materials and methods used in the fulfillment of this Contract shall conform to the State of Illinois Standard Specifications for Road and Bridge Construction, hereby referred to as "State Specifications", latest edition, and all supplemental specifications and provisions adopted prior to the date of the Invitation to Bid for this project.

1.3 Submittals

A. Provide product data for each product specified

B. Job-Mix Designs: For each job mix proposed.

1. Job-mix design documentation shall include the amount of RAP material, by percentage of total mix, to be utilized.

2. Job-mix design documentation shall clearly indicate source/origin of RAP material.

C. Qualification Data: For IDOT qualified manufacturer.

D. Material Certificates: For each paving material, from manufacturer

E. Material Test Reports: For each paving material and mix.

2.0 MATERIALS

2.1 Crushed Aggregate Base

A. CA-6 crushed aggregate, Class B, shall be placed, to a compacted depth as indicated on plans, as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of Section 301 of the State Specifications.

2.2 Prime Coat

A. The prime course shall consist of cutback asphalt MC-30 in conformance with Section 406 of the IDOT Specifications. Bituminous prime coat shall be applied with the application rate being a minimum of 0.30 gallons per square yard. Priming shall be applied through the use of a pressurized distributor vehicle or hand sprayer, at a rate of 0.2 to 0.5 gallons per square yard. Excess prime showing on the surface after the curing period, shall be blotted with sand prior to placement of the asphalt. All work and materials shall conform to applicable provisions of Section 406 of the IDOT Standard Specifications.

2.3 Asphalt Binder Course

A. The asphalt binder course shall be HMA Binder Course Mix, IL19.0, N50, conforming the IDOT Standard Specifications. All work and materials shall be performed in accordance with applicable provisions of the IDOT Standard Specifications. The minimum thickness of the completed bituminous binder course shall be as noted on plans measured at any point on the pavement surface.

2.4 Asphalt Surface Course

- A. The asphalt surface course shall be HMA Surface Course Mix IL9.5, N50, constructed on previously placed bituminous binder course or compacted base, per plans. The minimum thickness of the finished bituminous surface course shall be as noted on plans measured at any point of the pavement surface per appropriate detail. The work and materials shall conform to applicable provisions of the IDOT Standard Specifications Section 406
 - 1. The bituminous material used in the surface mixture shall be asphaltic cement grade 85-100 or 120-150 as approved by the Owner's Representative.
- B. The finished surface shall be true, uniform in texture, free from ruts, depressions, cracks, tears and checks, in conformance with Section 406 of the State Specifications. When tested, water should not stand or pool twenty-four hours after flooding

3.0 EXECUTION

3.1 Field Conditions

- A. Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met.

3.2 Methods

- A. Construction methods shall follow specifications described herein.

3.3 Protection of Vegetation

- A. Protection of existing vegetation shall conform with Specification 01 2100 as contained in this Specifications document. Protected vegetation shall include all trees, shrubs, plants or other vegetation within or adjacent to the construction area.
- B. At no time shall any material or equipment be stored, nor any construction activity take place within the drip line of any tree, within or adjacent to the construction area, without the written approval of the Owner/Owner's representative.

3.4 Restoration

- A. The Contractor shall be responsible for the restoration of adjacent turf or planting areas disturbed or damaged through the fulfillment of this Contract.
- B. Disturbed areas shall be restored by the placement of pulverized topsoil raked smooth and level with the finished pavement surface, free of any stones or debris. Seeding shall be as per landscape specification.

END OF SECTION

SECTION 32 1540
CRUSHED STONE SURFACING

1.0 GENERAL

1.1 Description

- A. Crushed stone surfacing shall consist of providing all labor, materials, tools, and equipment necessary to install the compacted fine aggregate on a prepared aggregate base course to the specified thickness as called for in the plans and details.
- B. All work, which is without a specification herein, shall be performed in accordance with the Standard Specifications for Road and Bridge Construction, latest edition adopted by the Illinois Department of Transportation.

1.2 Incorporated Specifications

- A. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision.

Specific attention is drawn to the following sections:

Section 1003 Fine Aggregates

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

- B. Exceptions: All references in the Illinois Department of Transportation Standard Specifications to method of measurements and compensation shall not apply.

1.3 Submittals

- A. Gradation: Submit for approval aggregate gradation proposed for use.
- B. One copy of the delivery ticket shall be furnished to the Owner's Representative at the time the truck arrives at the job site.

2.0 MATERIALS

2.1 Fine Aggregate

- A. Fine aggregate shall be composed of clean, hard durable particles of natural screenings resulting from the crushing of rock, stone or gravel and shall be free of clay, silt or other objectionable material. The material shall meet the gradation requirements for gradation FA-5 as specified in 1003.01 of the Standard Specifications.

2.2 Edging

- A. Edging material shall be Duraedge steel edging with black finish or equal. Size as noted on detail.

3.0 EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. The screening area shall have clearly defined smooth edges and limestone shall not contaminate adjacent areas. Limestone screenings shall be placed to a uniform depth as indicated on the plans and compact to 98% Standard Proctor Density. Thickness determinations shall be made at such points as the Engineer may select. When the constructed thickness is less than 90 percent of the thickness shown on the plans, aggregate shall be added to obtain the required thickness.
- B. The equipment used shall be such that the required amount of material will be deposited uniformly along the center of the pathway. The material which has been deposited shall be spread immediately to the plan cross-section. Hauling shall be routed over the spread material so it will cover the entire width of surface. If equipment used in the hauling operations causes ruts extending through the spread material and into the subbase, and the subbase material is being mixed with the surfacing material, the equipment shall be removed from the work or the rutting otherwise prevented as directed by the Engineer. The Contractor shall keep the surface smooth by dragging or blading as many times each day as the Engineer may direct. Holes, waves, and undulations which develop and which are not filled by blading shall be filled by adding more material.

END OF SECTION

SECTION 32 1723
PAINTED PAVEMENT MARKINGS

1.0 GENERAL

1.1 Description

A. This work shall consist of furnishing all labor, materials, tools, and equipment necessary for surface preparation and application of painted pavement markings per the plan, including clean-up and restoration of the location.

1.2 References

A. Work under this section shall be performed in accordance with Sections 703, 780 and 1095 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified, and the Manual of Uniform Traffic Control Devices (MUTCD).

1.3 Submittals

A. The contractor shall submit to the Owner/Owner's Rep a certificate from the supplier indicating compliance with Article 1095.02 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

2.0 MATERIALS

2.1 Paint

A. Paint materials shall meet the requirements of Article 1095.02 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

3.0 EXECUTION

3.1 Paint Pavement Markings

A. Work under this item shall be performed in accordance with Articles 780.01, 780.02, 780.03, 780.04, and 780.06 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

1. Do not apply paint pavement markings until the layout and placement has been approved by the Owner/Owner's Rep.
2. The paint shall be applied with mechanical equipment to produce uniform straight line edges.
3. Rate of application shall be as per manufacturer's recommended rate, but in no case shall the rate of application be less than that specified in Article 780.06 of the "Standard Specification for Road and Bridge Construction", latest edition, as adopted by the State of Illinois Department of Transportation (IDOT), except as herein modified.

END OF SECTION 32 1723

AGREEMENT
Kendall County Forest Preserve District
Fox River Bluffs

THIS AGREEMENT is made this ___day of _____, 2022, by and between _____ hereinafter called the "Contractor" and Kendall County Forest Preserve District hereinafter called the "Owner".

Witness that the Contractor and Owner, for the consideration stated herein, agree as follows:

- I. Incorporation: This Agreement includes and incorporates by reference herein all terms and conditions set forth in the following documents:
 - 1) The Contract Documents dated August 9, 2022, as amended
 - 2) Bid Proposal and Contract Compliance submitted by the Contractor and opened August 9, 2022 at 1:00PM
 - 3) Contractor bonds and proof of insurance as stipulated in the Contract Documents; and
 - 4) All other official attachments, or addenda that are attached

All of the above-referenced documents are hereinafter collectively referred to as "Agreement". In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedent shall be: first this Agreement, then the Invitation for Bid, as amended, then the General Conditions, as amended, then Addenda, then the Plans and Specifications per hierarchy in the plan notes for Fox River Bluffs, then Bid Proposal, then Contractor bonds and proof of insurance and then all other official attachments.

- II. Contractor shall furnish all the materials, equipment, superintendence, labor, transportation, and shall construct and finish in a workmanlike manner to the satisfaction and acceptance of Upland Design Ltd, hereinafter called the Landscape Architect, and the Owner, and perform this Agreement in accordance with the Contract Documents and all applicable laws, codes, regulations and other requirements, including, but not limited to, safety standards.

Contractor shall include Alternate Items as follows:

- III. The Owner shall pay the Contractor for performance of this Agreement, subject to the additions and deductions as provided in the Contract Documents, the amount of \$ _____, (_____). The Contractor shall complete the above listed

projects by _____ or be subject to the liquidated damages terms described in the Specifications.

- IV. Whenever the Contractor prosecutes or fails to prosecute their work in such manner as to hinder or delay the completion of the work, the Owner may, after seven (7) days written notice to the Contractor within such period, order such work as is necessary to be done by another contractor or contractors not necessarily holding a contract for such work on the project. In such event, the Owner may charge the Contractor for such work as may be performed. Nothing in this paragraph shall be deemed to be waiver of any other remedies, which may be available to the Owner in the event of default surrender.
- V. Certification. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Agreement that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Contractor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- VI. Conflict of Interest. Both parties affirm that no officer or elected official of the Owner has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any officer or elected official of the Owner does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- VII. Prevailing Wage. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontract has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all

requirements of the Act, including, but not limited to, all wage requirements, certified payroll, and notice and record keeping duties

- VIII. Drug Free Workplace. Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- IX. Public Construction Bond. As the total cost of the public work to be performed by Contractor pursuant to this Agreement exceeds \$50,000.00, Contractor must furnish, supply and deliver a payment bond to the Owner pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.
- X. Employment of Illinois Workers on Public Works Act. If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Illinois Workers Act”), the Contractor, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this project in accordance with the Illinois Workers Act. The Contractor understands that the Illinois Workers Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. The Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- XI. Material Safety Data Sheets. When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.
- XII. Compliance With State and Federal Laws. Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- XIII. Force Majeure. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the

intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

- XIV. Waiver of Lien. Contractor hereby waives any claim of lien against the Owner’s premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and subcontractors. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to the Owner a final waiver of lien for all subcontractors and suppliers.
- XV. Remedies. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Owner is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Owner is required to use the services of an attorney, then Owner shall be entitled to reasonable attorneys’ fees, court costs, expenses and expert witness fees incurred by Owner pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- XVI. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Owner, Attention: _____ [INSERT NOTICE PERSON AND ADDRESS], _____ fax _____ with copy sent to: Upland Design Ltd. And, in the case of Contractor, to: _____.
- XVII. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- XVIII. Authority to Execute Agreement. Owner and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- XIX. Choice of Law and Venue. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois.

DRAFT – Sample agreement for signature following contract award

- XX. Waiver. Owner and/or the Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- XXI. Assignment. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- XXII. Entire Agreement. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

IN WITNESS THEREOF, This Agreement has been duly made by the parties on the day and year first above written and signed this day _____ of _____, 2022.

Kendall County Forest Preserve District

(OWNER)
110 W. MADISON STREET
YORKVILLE, IL 60560

(Contractor)
Address
Address

DRAFT
(Signature)

DRAFT
(Signature)

(Title)

(Title)

ATTESTED BY:

ATTESTED BY:

DRAFT
(Signature)

DRAFT
(Signature)

(Title)

(Title)

TO: Kendall County Forest Preserve District
Fox River Bluffs
110 W Madison Street
Yorkville, Illinois 60560

Project # 939

The undersigned bidder has carefully examined the plans and specifications for Kendall County Forest Preserve District Fox River Bluffs, in Yorkville, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet

LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard

LS = Lump Sum

FF = Finished Face

BASE BID

| Item # | Description | Quantity | Unit | Installed Unit Price | Item Total |
|--------|--|----------|------|----------------------|------------|
| 1 | Site Preparation, Removals & Earthwork, Complete | 1 | LS | \$ | \$ |
| 2 | Restoration: Topsoil and Fine Grade (Seed by Owner) | 1 | LS | \$ | \$ |
| 3 | Undercut, Removals and Placement of PGE at Parking Lot and Trail (to be used only with approval of Owner's Representative) | 120 | CY | \$ | \$ |
| 4 | Silt Fence | 365 | LF | \$ | \$ |
| 5 | Rolled Erosion Control | 1 | LS | \$ | \$ |
| 6 | Asphalt Paving - Parking | 74 | SY | \$ | \$ |
| 7 | Asphalt to Stone Transition | 18 | SY | \$ | \$ |
| 8 | Gravel Driveway & Parking | 1173 | SY | \$ | \$ |
| 9 | Crushed Limestone Trail | 5050 | SY | \$ | \$ |
| 10 | Non-woven geotextile fabric at Parking Lot and Trail (to be used only with approval of Owner's Representative) | 500 | SY | \$ | \$ |
| 11 | 12" SDR26 | 60 | LF | \$ | \$ |

Bid Proposal for:
Fox River Bluffs

Contractor: _____

| | | | | | |
|----|---------------------------------|----|----|----|----|
| 12 | 18" SDR26 | 60 | LF | \$ | \$ |
| 13 | Metal Flared End Section | 8 | EA | \$ | \$ |
| 14 | Stone Culvert Outlet Protection | 1 | LS | \$ | \$ |
| 15 | ADA Parking Sign and Post | 1 | EA | \$ | \$ |
| 16 | Asphalt Painted Striping | 1 | LS | \$ | \$ |

Base Bid Total \$ _____

Base Bid in Writing:

ALTERNATE #1: Wheelstops

| Item # | Description | Quantity | Unit | Installed Unit Price | Item Total |
|-------------|-------------|----------|------|----------------------|------------|
| Add A1-1 | Wheelstop | 26 | EA | \$ | \$ |

Alternate Bid Total \$ _____

Alternate Bid in Writing:

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: _____

CONTACT: _____ SIGNATURE: _____

PHONE: _____ FAX: _____

ADDRESS: _____

List Surety Company Which Contractor will be using for Performance and Payment Bonds: _____

CONTRACTOR REFERENCES

Please include three references with which the Contractor has completed similar work in the past two years. List name of owner, contact person, address, and phone number.

1) _____

Project Description and Contract
Amount _____

2) _____

Project Description and Contract
Amount _____

3) _____

Project Description and Contract
Amount _____

4) _____

Project Description and Contract
Amount _____

5) _____

Project Description and Contract
Amount _____

Kendall County Forest Preserve District

CONTRACTOR REFERENCES

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SUBCONTRACTORS: List all subcontractors who will perform work representing 5% or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform work required. References may be requested for any sub-contractor.

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT
CONTRACTOR COMPLIANCE AGREEMENT

Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/15.

(820 ILCS 265/15)

Sec. 15. Substance abuse prevention programs required.

(1) Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- (A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
- (B) A prohibition against the actions or conditions specified in Section 10.
- (C) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
- (D) A procedure for notifying an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of Section 20.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse.

Kendall County Forest Preserve District

The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) An employer is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

(Source: P.A. 95-635, eff. 1-1-08.)

Upon bid award, the contractor agrees to provide a copy of their Substance Abuse Prevention Plan to the Owner prior to beginning construction.

Contractor Signature

Date

Contractor Name

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form.

A.) The contractor shall abide by and comply with all applicable local and state laws relating to:

- 1.) Fair employment practices and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act
- 2.) Any and all applicable workmen’s compensation laws
- 3.) Wages and claims of laborers, mechanics and other workmen, 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.

The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place.

B.) The Contractor certifies it has not been barred from being awarded a contract with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

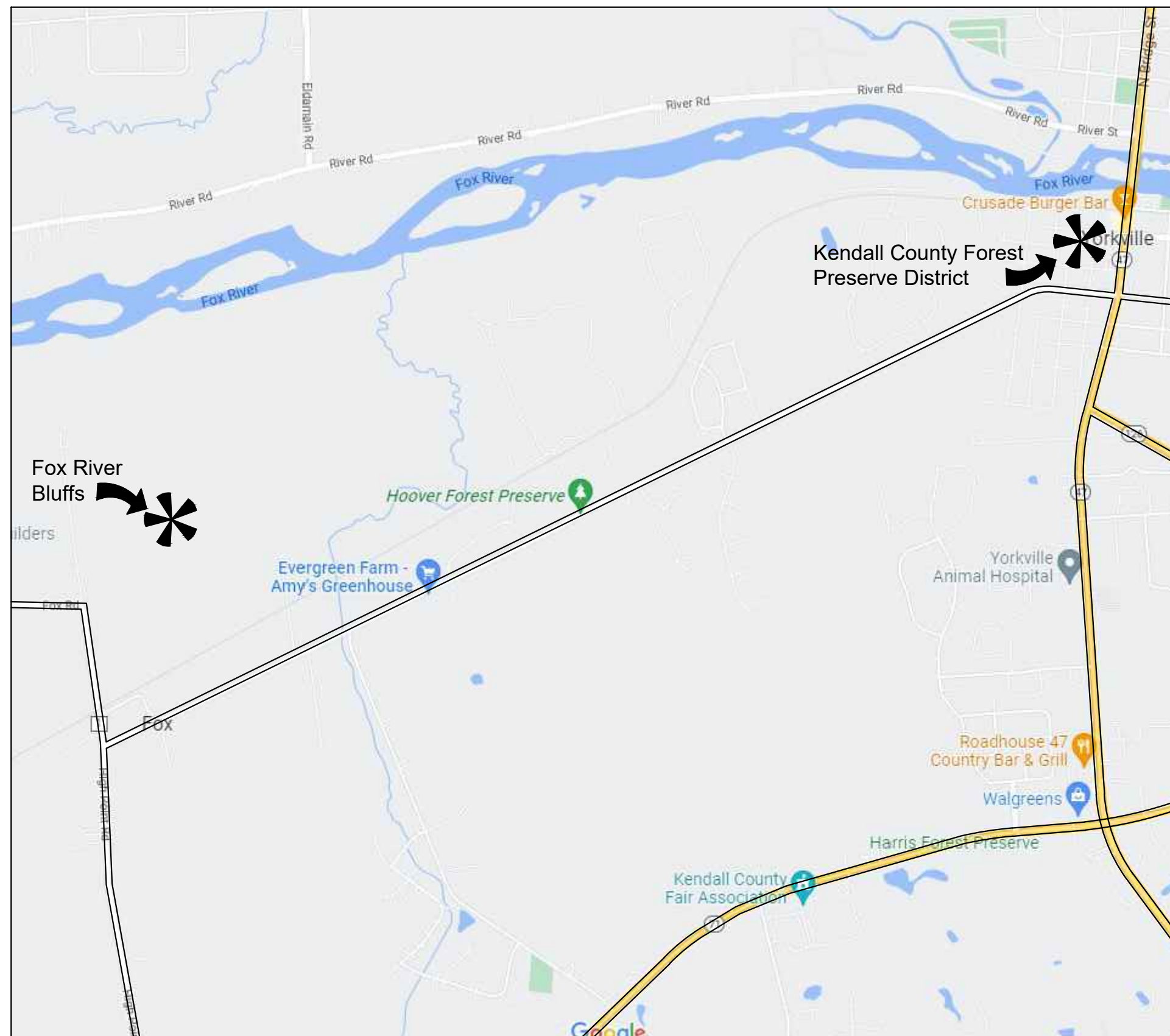
C.)The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has written sexual harassment policy that includes, at a minimum, the following information (I) the illegality of sexual harassment: (II)the definition of sexual harassment under State law: (III)a description of sexual harassment utilizing examples: (IV) the Contractor’s internal complaint process including penalties: (V) the legal recourse, investigation 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. A copy of the policy shall be provided to the Department of Human Rights upon request.

D.)The Contractor certifies that it shall follow the Prevailing Wages Act, Illinois Revised Statutes, Chapter 48, Paragraphs 39s-1, et seq. Contractor shall comply at all times with the provisions of the Act.

Contractor Signature

Date

Contractor Name



LOCATION MAP

SCALE: not to scale



LANDSCAPE ARCHITECT:

uplandDesign Ltd
 Landscape Architecture & Park Planning
 1229 N. North Branch St, #220A, Chicago, IL 60642
 24042 Lockport St, Plainfield, IL 60544
 312-350-4088 | 815-254-0091 uplandDesign.com
 IL License 060-007797

SURVEYOR

JLH Land Surveying Inc.
 910 Geneva St.
 Shorewood, Illinois 60404
 Phone: 815-729-4000
 ILicense: 184-007120

CIVIL ENGINEER

Hey and Associates, Inc.
 26575 W. Commerce Drive, Suite 601
 Volo, Illinois 60073
 IL License 184-002429

Fox River Bluffs

12345 Fox Rd, Yorkville, Illinois 60560



**KENDALL COUNTY
 FOREST PRESERVE DISTRICT**
 110 W Madison Street
 Yorkville, IL 60560

SHEET INDEX

- 0.0 Title Sheet
- 1.0 Site Overview
- 1.1 North Trail - Layout, Grading, & Dimension Plan
- 1.2 South Trail Layout, Grading, & Dimension Plan
- 1.3 Parking and Driveway Layout, Grading, & Dimension Plan
- 2.0 Stormwater Pollution Prevention Plan
- 3.0 Construction Details

This project has been prepared by and reviewed by Licensed Landscape Architects. Michelle A. Kelly # 157.001002 Heath A. Wright # 157.000994 Maria Blood # 157.001511

REVISIONS

| MB/EM | ISSUE FOR BID | 25JUL2022 |
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ORIGINAL ISSUE DATE

Issued for Bid 25JUL2022

PROJECT NUMBER

939

PROJECT NAME

Fox River Bluffs

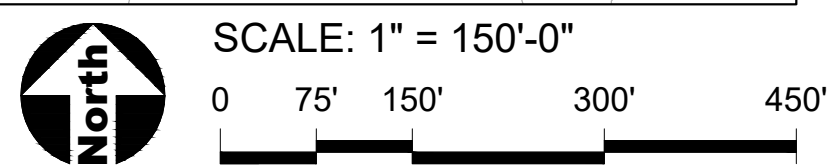
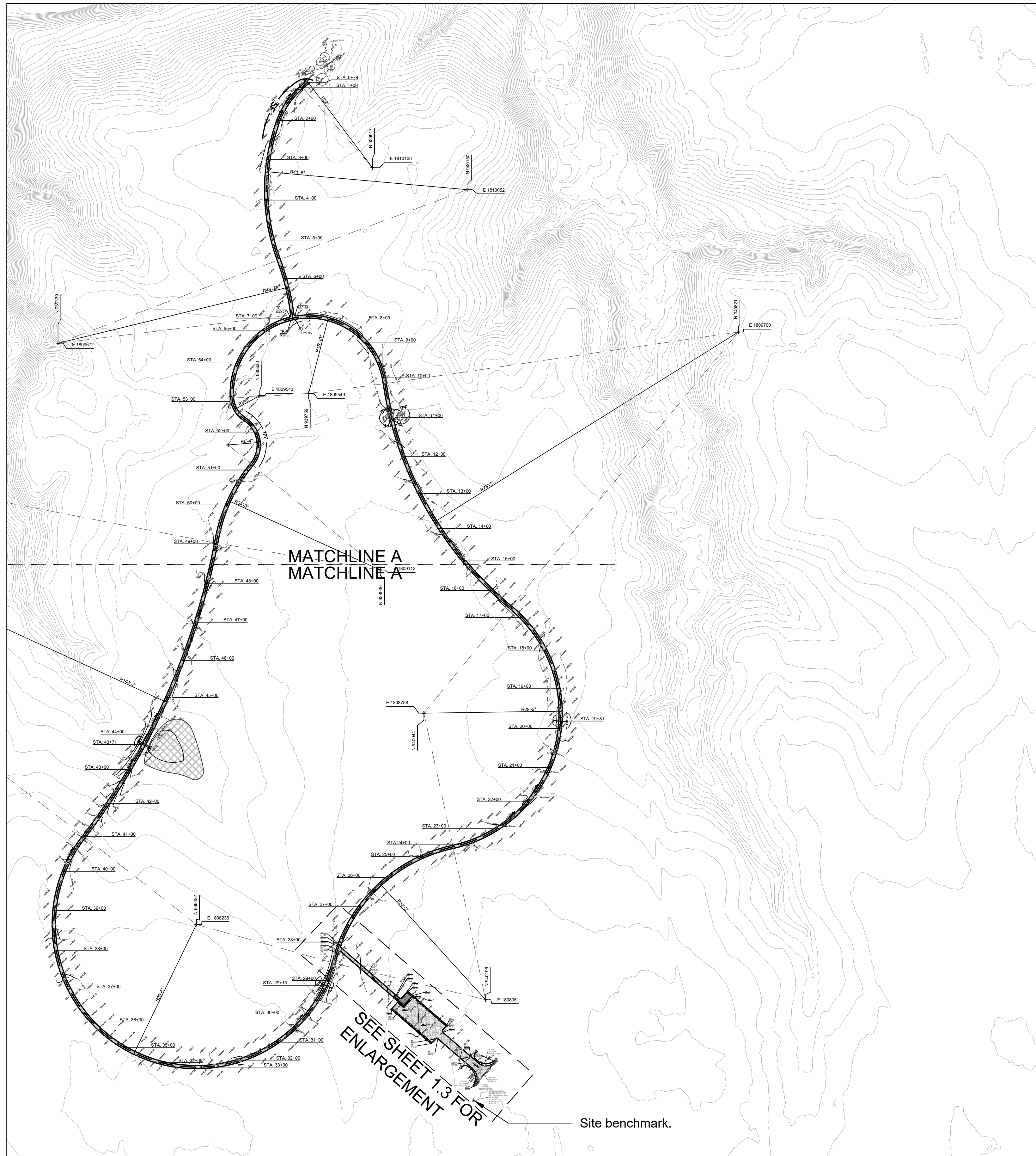
SHEET TITLE

Title Sheet

SHEET NUMBER

0.0





GENERAL NOTES: EXISTING CONDITIONS & REMOVALS

- The Contractor is to locate all utilities, public and private, prior to beginning construction. Contractor will be responsible for any damages to utilities caused by their work. Contact J.U.L.I.E. 72 hours prior to construction at 1-800-982-0123 or (811) for location of utilities and contractor shall be responsible for protection of the same.
- Site conditions are shown based upon available information, contractor to verify all existing conditions prior to bidding.
- The contractor shall be responsible for the protection of all private utilities even though they may not be shown on the plans. Any utility damaged during the construction shall be repaired or replaced to the satisfaction of the Owner at the contractor's expense. No tree shall be planted within 10 lateral feet of any underground waterline, sewer line, transmission line or other utility.
- Contours and elevations shown hereon are referenced to the North American vertical datum of 1985 (navd85)
- A Topographic Survey was completed for the Owner by:
JLH Land Surveying Inc.,
910 Geneva St.
Shorewood, Illinois 60404 Phone: 815-729-4000
- Two-foot interval contours derived from County LiDAR data included for reference only.
- The Contractor shall walk the site prior to submitting a bid to be fully familiar with site conditions.
- The Contractor shall protect and preserve all section, property or survey reference markers.
- Tree Protection Fence to be installed as shown on plans and details prior to beginning construction. (incidental to cost). Do not drive, store equipment or materials within dripline of existing trees that are to be saved. Hold necessary disturbance to a minimum.
- Contractor will be held responsible for damage to items not scheduled for removal.
- Contractor shall repair or replace all damaged sidewalks, curbs or paving to remain in place that were damaged as a result of work stated in contract documents.
- No excavations are to be left open to foul weather, rain, snow, etc. which would necessitate further excavation and additional sub grade materials.
- Work site safety is the responsibility of the Contractor.
- Vehicular Construction access shall be at one location to minimize damage. Construction access shall be approved by the Owner's representative.
- Construction Limits: Construction Limits are 50' (25' each side) corridor from centerline of path and parking, both sides. Do not store equipment or stockpile materials outside of construction limits. Any areas disturbed as a result of construction shall be restored to lawn or other surface by contractor to match pre-construction condition.
- Topsail may be stockpiled for redistribution as needed. Excess topsail and plant material to be removed off site and disposed of legally.
- Construction fence shall be installed prior to beginning construction. Construction fence to be 6' free standing chainlink per plans. (incidental to contract).
- Place erosion control measures as required to eliminate sedimentation into non-construction areas and as shown on plans and details prior to beginning construction.
- Before beginning work at the site and throughout the course of the work contractor to inspect and verify the location and condition of every item affected by the work under this contract and report discrepancies to the Owner's Representative before beginning work.
- Should discrepancies appear among the contract documents or between the contract documents and existing conditions, the contractor shall request an interpretation from the Owner's Representative before bidding. If the contractor fails to make such requests, it is presumed that both provisions were included in the bid, and the Owner's Representative shall determine which of the conflicting requirements shall govern. The contractor shall perform the work at no additional cost to the Owner in accordance with the Owner's Representative determination. Where conflicts exist between or within the contract documents between and applicable standards, codes, ordinances or manufacturers recommendations, and clarification has not been requested from the Owner's Representative prior to bidding as provided for above, the more stringent or higher quality standard shall prevail. Large scale drawings shall take precedence over small scale drawings, figured dimensions on the drawings over scaled dimensions and noted material over graphic representations.
- The contractor shall provide all work and materials which any section or part of the drawings, specifications or conditions require them to provide, regardless of whether such requirement is or is not faithfully repeated in other parts of the documents thereof to which the provisions might be appropriate.
- All necessary site work permits will be obtained by Owner. Contractor and all subcontractors shall register and pay associated fees to Kendall County. Contractor is responsible for following permit requirements including coordination of inspections and/or reinspections and associated fees.
- Contractor shall follow all permit requirements as part of the project.
- Subsurface drainlines encountered during construction will be left in-place and repaired in kind if any damage is noted within the project corridor.

GENERAL NOTES: LAYOUT

- It is the responsibility of the Contractor to perform layout of all project elements and points for review by Owner prior to construction. (This work is considered incidental to the project and not paid as a separate bid item).
- The contractor shall be responsible for all materials and quantities as required to complete the work in accordance with the plans and specifications. The contractor will notify the Owner's Representative in writing of any discrepancies or changes required to complete the work before any action may be taken. All changes or change orders must be approved by the Owner's Representative and Owner before any changes are executed.
- Contractor shall follow Kendall County permit requirements as part of the project.

REFERENCED SPECIFICATIONS AND CODES

- The Americans with Disabilities Act and the Illinois Accessibility Code.
- The Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, and IEPA Standards and Specifications for Soil Erosion and Sedimentation Control.
- U.S. Soil Conservation Service Field Engineering Handbook
- All codes and ordinances of the City of Yorkville, United States Army Corp of Engineers, Illinois Department of Natural Resources, Kendall County Soil and Water Conservation Districts, and all agencies having jurisdiction.
- All requirements of the Occupational Safety and Health Administration.
- The cited standard specifications, codes and permits, with these construction plans and details, are all to be considered part of the work, incidental items or accessories necessary to complete this work may not be specifically noted but are considered a part of these improvements.
- In case of conflict, the more restrictive provision shall apply.

GENERAL NOTES: DIMENSION

- Paving radii shall be formed completely and shall smoothly transition into tangents and adjoining lines. Dimensions are to face of curb and edge of pavement unless otherwise specified.
- Dimensions are in feet or degrees. Dimensions are perpendicular & parallel unless otherwise noted.
- Contractor shall perform all construction layout for the project. Contractor will be provided with an electronic file in AutoCAD format to assist with layout. Neither the Owner nor their representative shall be responsible for setting additional layout points.

GENERAL NOTES: GRADING

- Finished surfaces to be smooth and even with no abrupt or awkward changes in grade. Paving to meet adjacent grades flush and smooth.
- Contractor shall restore all areas disturbed as a result of construction.
- All walks, drives and paved areas are to follow ADA per incorporated specifications. Any deviation shall be removed and reinstalled to follow this law.
- All Accessible Route paving shall not exceed 4.5% in any direction. Cross slopes shall be less than 2%. Contractor shall slope all walks and slabs to eliminate ponding. ADA Turning Radius paving shall be less than 2% in all directions.
- This work shall include the excavation, stockpile, and placement of topsoil and suitable excavated material along with removal of all excess topsoil and debris off site and dispose of legally.
- Follow the Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, IEPA Standards and Specifications for Soil Erosion and Sedimentation Control, and U.S. Soil Conservation Service Field Engineering Handbook.
- Transitions between paving types (i.e. concrete to asphalt) shall be smooth. Transitions not to exceed 1/8" vertical or horizontal difference.

GENERAL NOTES: LANDSCAPE

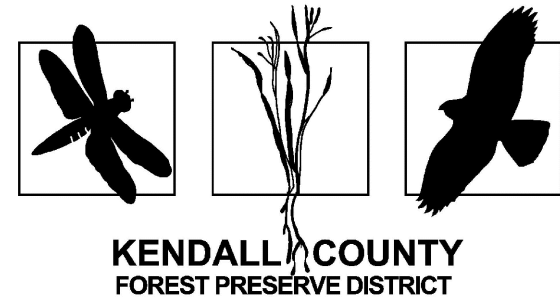
- Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
- The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
- All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
- Contractor shall install topsoil and fine grade disturbed areas. Owner will install seed, blanket, and establish vegetative soil covering.

PROJECT BENCHMARK

SITE BENCHMARK 1
CROSS CUT ON TOP
OF CURB NORTH SIDE
OF ISLAND
N:1807801.76
E:940166.78
Z:647.30

LEGEND

- Asphalt Paving - Parking
- Gravel Section Driveway & Parking
- Crushed Limestone Trail
- TPF Tree Protection Fence
- SF Silt Fence



110 W Madison Street
Yorkville, Illinois 60560
Phone: 630-553-4025

PROJECT
Fox River Bluffs

12345 Fox Rd,
Yorkville, Illinois 60560

PROJECT TEAM



SURVEYOR
JLH Land Surveying inc.
910 Geneva St.
Shorewood, Illinois 60404
Phone: 815-729-4000

REVISIONS

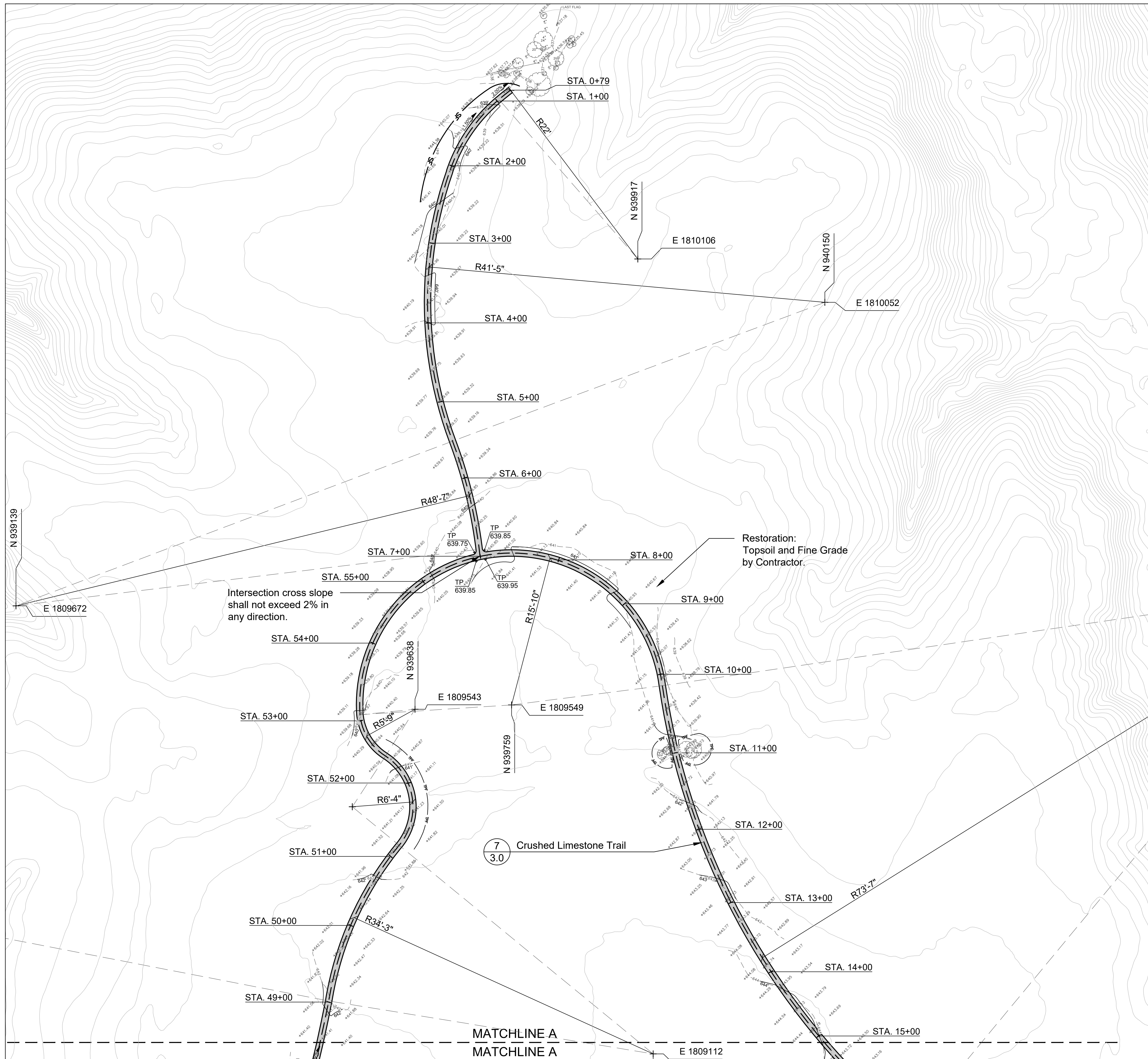
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Issued for Bid 25JUL2022

PROJECT NUMBER
939

SHEET TITLE
Site Overview

SHEET NUMBER



GENERAL NOTES:

- See Sheet 1.0 for Notes.

GRADING STATIONS

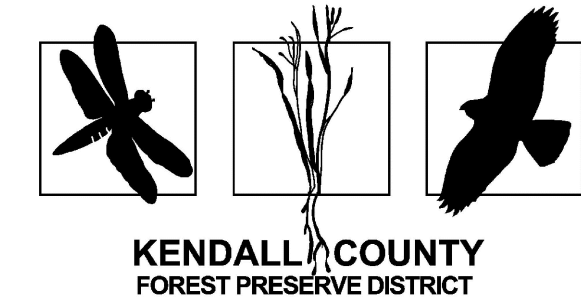
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| 1+00 | 939740.86 | 1810303.61 | 638.69 | 638.61 |
| 2+00 | 939684.05 | 1810222.58 | 640.23 | 640.13 |
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PROJECT BENCHMARK

SITE BENCHMARK 1
 CROSS CUT ON TOP
 OF CURB NORTH SIDE
 OF ISLAND
 N:1807801.76
 E:940166.78
 Z:647.30

LEGEND

- Asphalt Paving - Parking
- Gravel Section Driveway & Parking
- Crushed Limestone Trail
- TPF - Tree Protection Fence
- SF - Silt Fence
- Centerline of Trail



KENDALL COUNTY
 FOREST PRESERVE DISTRICT
 110 W Madison Street
 Yorkville, Illinois 60560
 Phone: 630-553-4025

PROJECT
Fox River Bluffs

12345 Fox Rd,
 Yorkville, Illinois 60560

PROJECT TEAM

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 Landscape Architecture & Park Planning
 Chicago, Illinois 312-350-4088
 Plainfield, Illinois 815-254-0091
 uplandDesign.com

SURVEYOR
 JLH Land Surveying inc.
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 Phone: 815-729-4000

REVISIONS

| MB/EM | ISSUE FOR BID | DATE |
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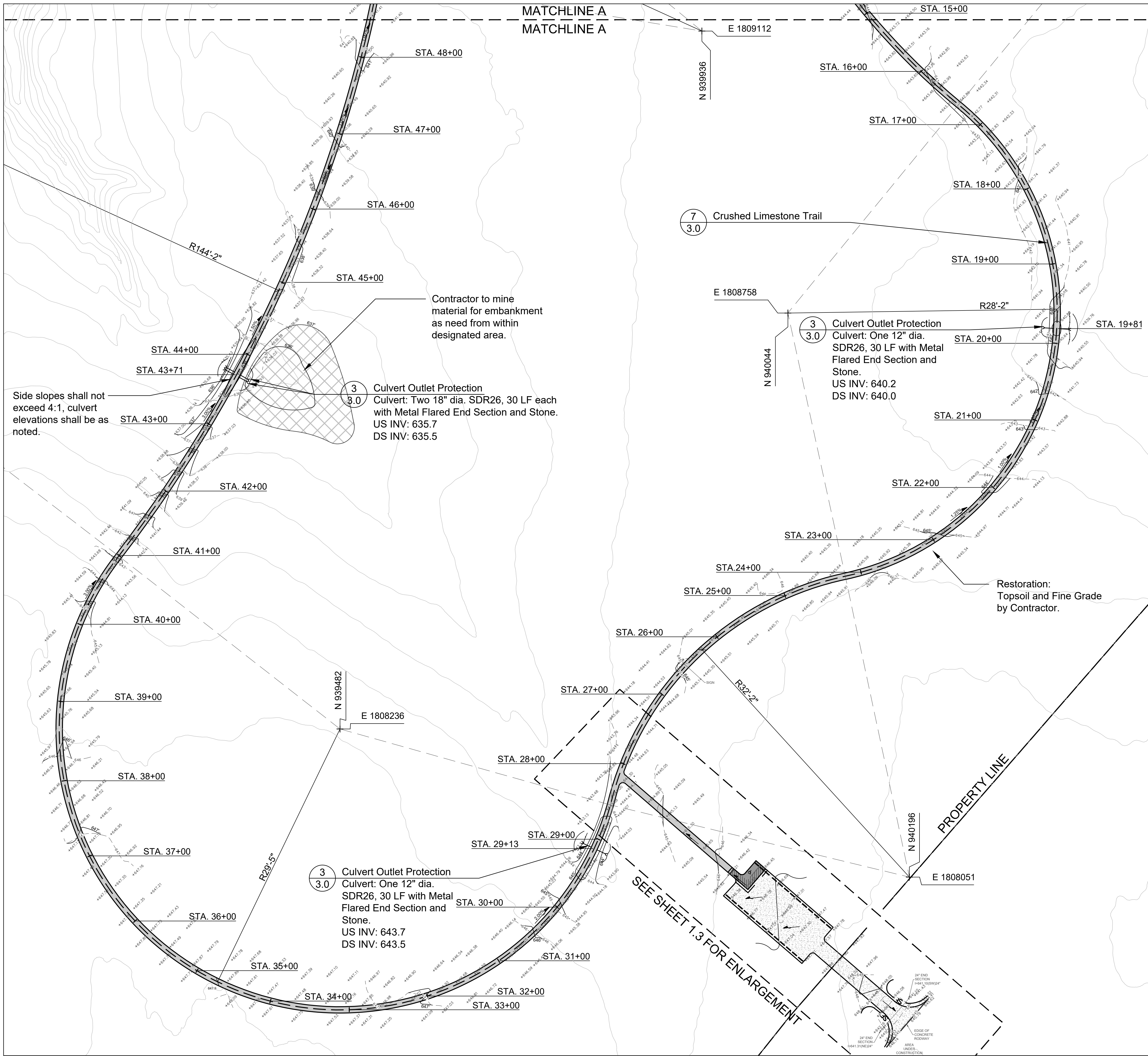
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SHEET TITLE

North Trail

SHEET NUMBER

1.1



GENERAL NOTES:

- See Sheet 1.0 for Notes.

GRADING STATIONS

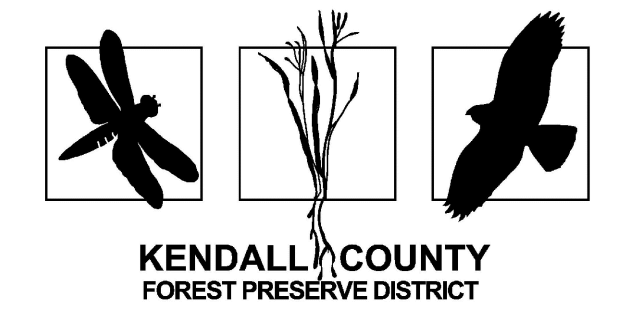
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| 1+00 | 939740.86 | 1810303.61 | 638.69 | 638.61 |
| 2+00 | 939684.05 | 1810222.58 | 640.23 | 640.13 |
| 3+00 | 939659.34 | 1810125.86 | 639.56 | 639.48 |
| 4+00 | 939654.46 | 1810026.14 | 639.97 | 640.04 |
| 5+00 | 939669.63 | 1809927.47 | 639.74 | 639.66 |
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| 22+00 | 940354.06 | 1808624.20 | 643.95 | 643.87 |
| 23+00 | 940301.38 | 1808539.65 | 645.11 | 645.03 |
| 24+00 | 940226.45 | 1808473.99 | 645.50 | 645.42 |
| 25+00 | 940135.57 | 1808433.19 | 645.80 | 645.72 |
| 26+00 | 940040.19 | 1808403.67 | 645.31 | 645.23 |
| 27+00 | 939954.96 | 1808351.90 | 644.81 | 644.73 |
| 28+00 | 939885.84 | 1808280.03 | 644.46 | 644.38 |
| 29+00 | 939837.42 | 1808192.85 | 643.61 | 643.53 |
| 29+13 | 939800.62 | 1808086.37 | 645.80 | 645.88 |
| 30+00 | 939805.86 | 1808098.11 | 645.08 | 645.16 |
| 31+00 | 939754.11 | 1808012.91 | 646.24 | 646.32 |
| 32+00 | 939680.70 | 1807945.51 | 646.84 | 646.92 |
| 33+00 | 939591.30 | 1807901.51 | 647.22 | 647.30 |
| 34+00 | 939493.17 | 1807884.19 | 647.65 | 647.73 |
| 35+00 | 939394.13 | 1807895.03 | 647.78 | 647.70 |
| 36+00 | 939302.07 | 1807933.16 | 647.43 | 647.35 |
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| 38+00 | 939167.21 | 1808077.15 | 646.29 | 646.21 |
| 39+00 | 939135.10 | 1808171.48 | 645.64 | 645.56 |
| 40+00 | 939130.85 | 1808271.04 | 645.14 | 645.06 |
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| 45+00 | 939365.45 | 1808706.77 | 637.16 | 637.24 |
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| 50+00 | 939530.06 | 1809177.06 | 642.14 | 642.22 |
| 51+00 | 939557.76 | 1809272.87 | 641.7 | 641.78 |
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| 54+00 | 939585.42 | 1809625.80 | 369.69 | 369.77 |
| 55+00 | 939644.71 | 1809700.28 | 5639.87 | N639.95 |

PROJECT BENCHMARK

SITE BENCHMARK 1
 CROSS CUT ON TOP
 OF CURB NORTH SIDE
 OF ISLAND
 N:1807801.76
 E:940166.78
 Z:647.30

LEGEND

- Asphalt Paving - Parking
- Gravel Section Driveway & Parking
- Crushed Limestone Trail
- TPF - Tree Protection Fence
- SF - Silt Fence
- Centerline of Trail



KENDALL COUNTY
 FOREST PRESERVE DISTRICT
 110 W Madison Street
 Yorkville, Illinois 60560
 Phone: 630-553-4025

PROJECT
Fox River Bluffs
 12345 Fox Rd,
 Yorkville, Illinois 60560

PROJECT TEAM

 uplandDesign Ltd
 Landscape Architecture & Park Planning
 Chicago, Illinois 312-350-4088
 Plainfield, Illinois 815-254-0091
 uplandDesign.com

SURVEYOR
 JLH Land Surveying inc.
 910 Geneva St.
 Shorewood, Illinois 60404
 Phone: 815-729-4000

REVISIONS

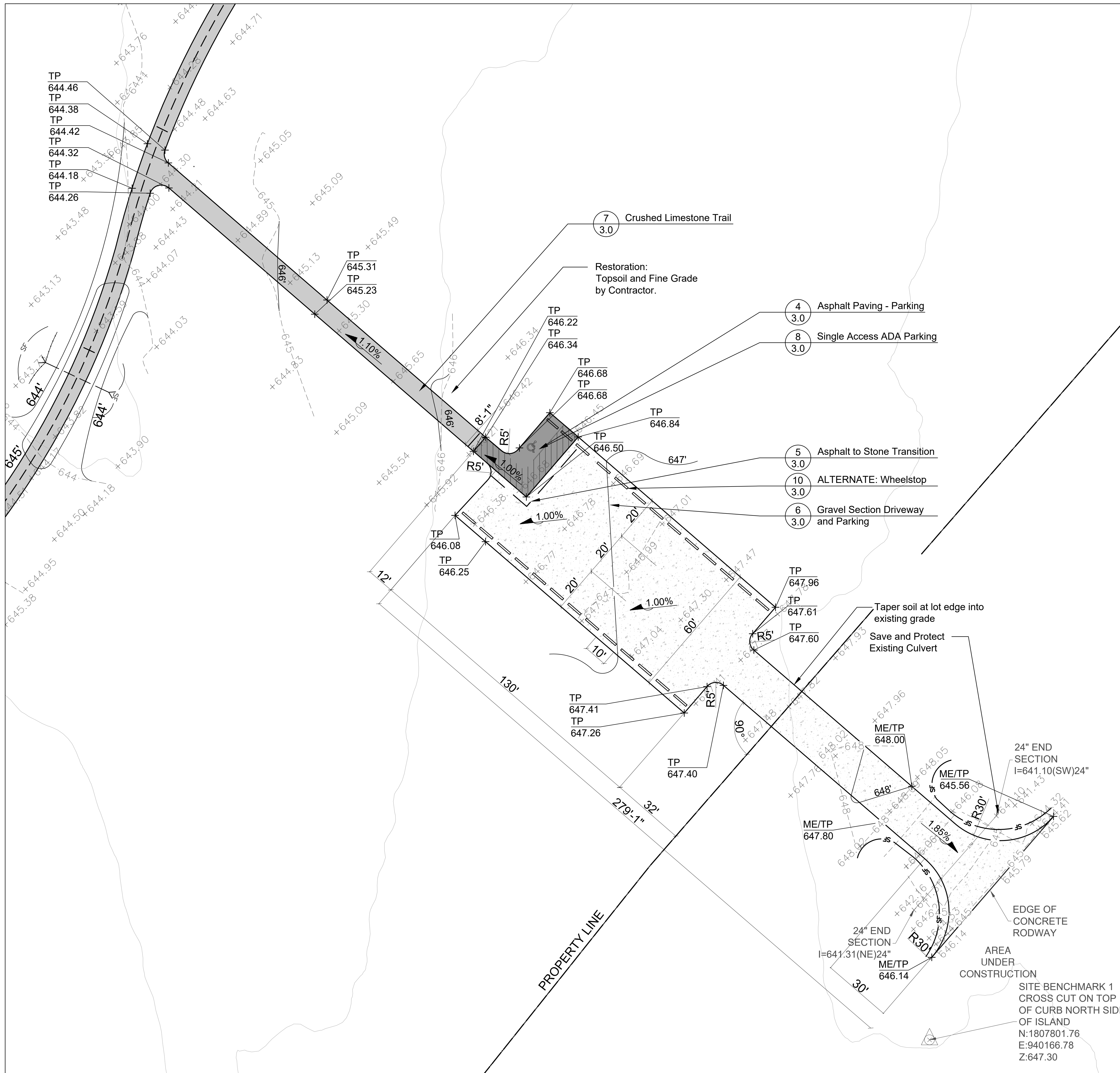
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ORIGINAL ISSUE DATE
Issued for Bid 25JUL2022

PROJECT NUMBER
939

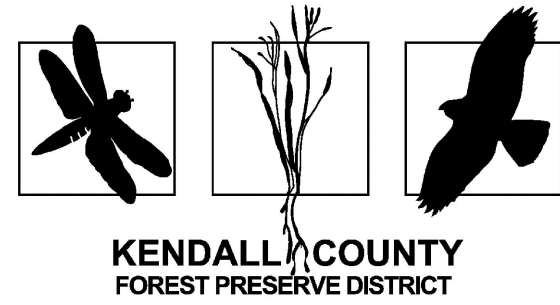
SHEET TITLE
South Trail

SHEET NUMBER



GENERAL NOTES:

1. See Sheet 1.0 for Notes



KENDALL COUNTY
FOREST PRESERVE DISTRICT
110 W Madison Street
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12345 Fox Rd,
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SURVEYOR
JLH Land Surveying inc.
910 Geneva St.
Shorewood, Illinois 60404
Phone: 815-729-4000

PROJECT BENCHMARK

SITE BENCHMARK 1
CROSS CUT ON TOP
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N:1807801.76
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Z:647.30

LEGEND

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- TPF Tree Protection Fence
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SCALE: 1" = 20'-0"
0 10' 20' 40' 60'

REVISIONS

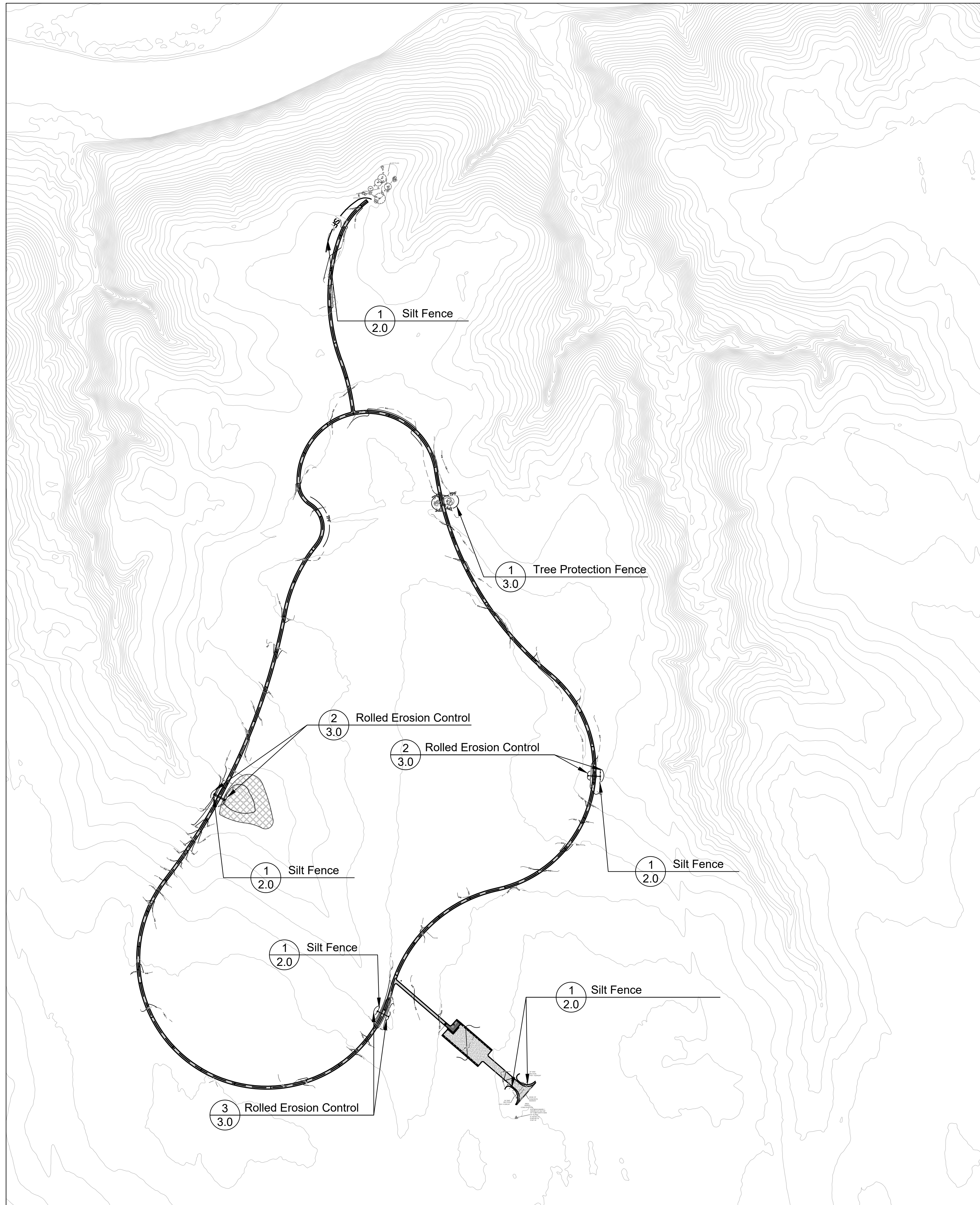
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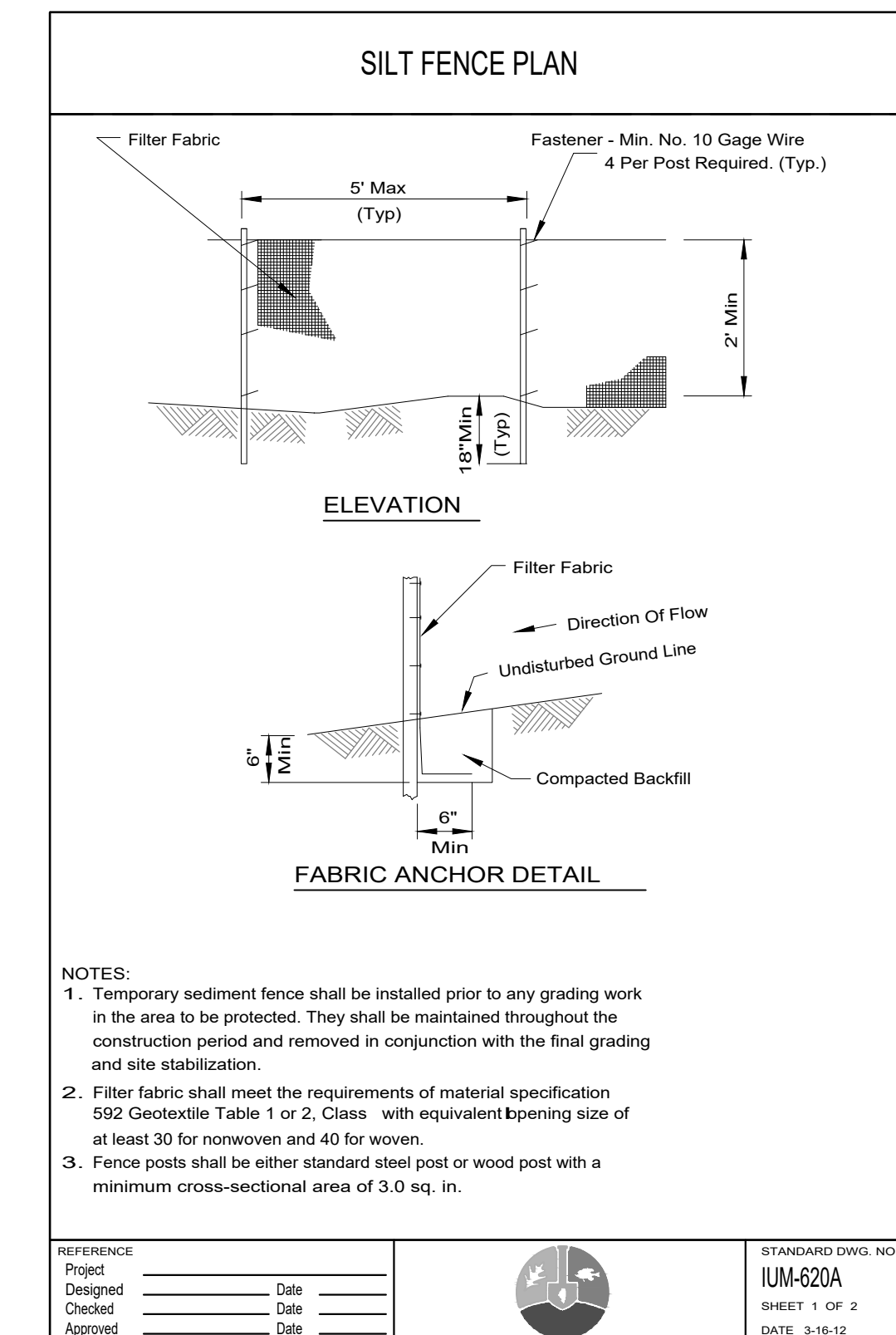
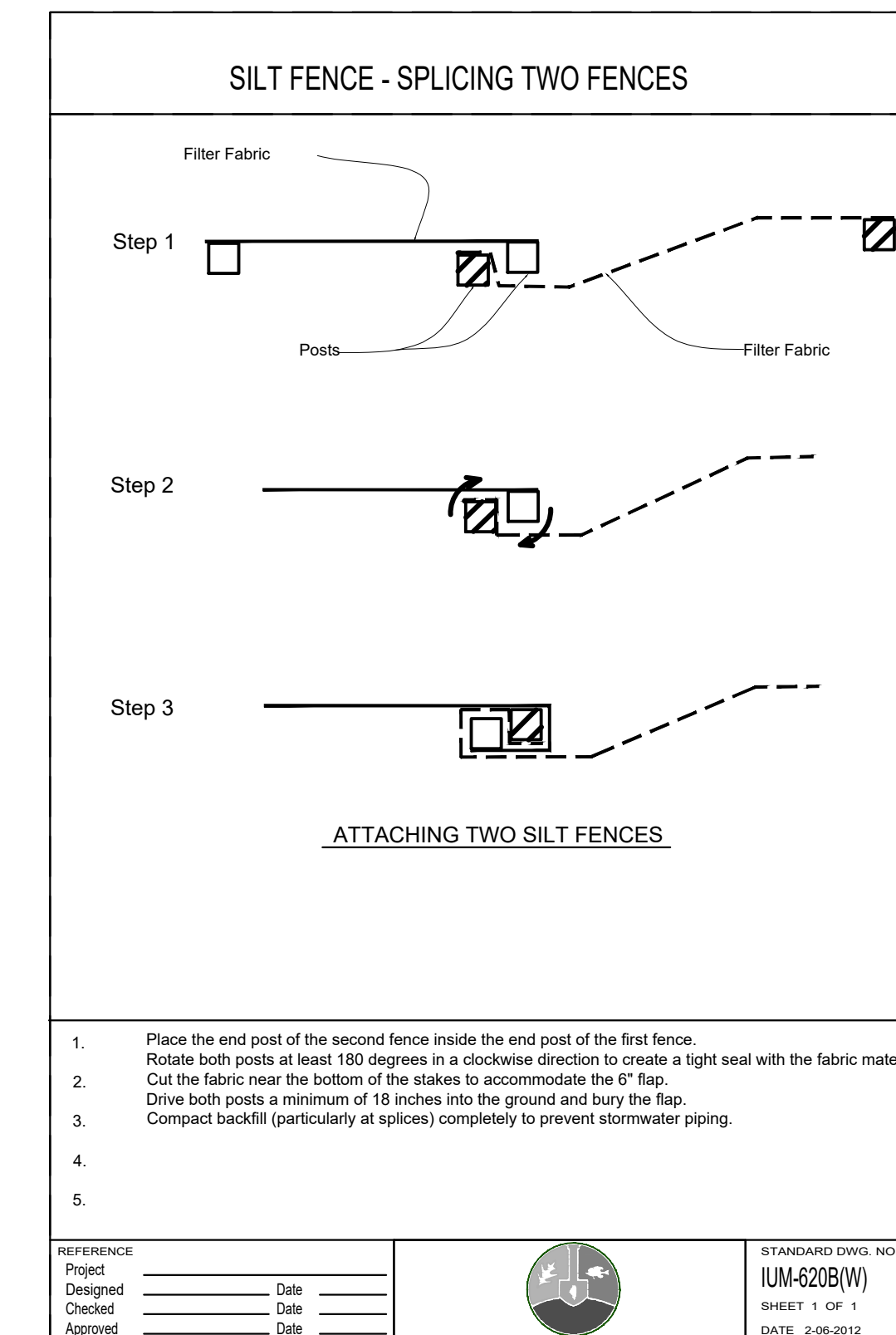
SHEET TITLE
Parking and Driveway Enlargement

SHEET NUMBER



Standard Soil Erosion and Sediment Control Notes

1. Control measures shall meet the minimum standards and specifications of the *Illinois Urban Manual* (www.aiswcd.org/IUM) unless stated otherwise.
2. Soil disturbance shall be conducted in such a manner as to minimize erosion. Areas of the development site that are not to be disturbed shall be protected from construction traffic or other disturbance until final stabilization is achieved.
3. Soil stabilization measures shall consider the time of year, development site conditions and the use of temporary or permanent measures.
4. Stabilization by seeding shall include topsoil placement and fertilization, as necessary.
5. Native seed mixtures shall include rapid-growing annual grasses or small grains to provide initial, temporary soil stabilization.
6. Offsite property shall be protected from erosion and sedimentation. Velocity dissipation devices shall be placed at concentrated discharge locations and along the length of any outfall channel, as necessary to prevent erosion.
7. Sediment control measures shall be installed prior to the disturbance of tributary areas.
8. Stabilization of disturbed areas shall be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the development site, or temporarily ceased on any portion of the development site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas shall be initiated within 1 working day of permanent or temporary cessation of earth disturbing activities and shall be completed as soon as possible, but not later than 14 calendar days from the initiation of stabilization work in an area. Exceptions to these time frames are specified below:
 - a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable; and
 - b. In areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method may be used.
9. Disturbance of steep slopes shall be minimized. Areas or embankments having slopes steeper than 3:1 shall be stabilized with staked in place sod, erosion control blanket in combination with seeding, or an equivalent control measure.
10. Perimeter control measures shall be provided downslope and perpendicular to the flow of runoff from disturbed areas, where the tributary area is greater than 5,000 square feet, and where runoff will flow in a sheet flow manner. Perimeter erosion control shall also be provided at the base of soil stockpiles.
11. The stormwater management system shall be protected from erosion and sedimentation downslope from disturbed areas. Inlet protection that reduces sediment loading, while allowing runoff to enter the inlet shall be required for all storm sewers. Check dams, or an equivalent control measure, shall be required for all channels. Filter fabric inlet protection and straw bale ditch checks are not acceptable control measures.
12. All temporary soil erosion and sediment control measures shall be removed within 30 days after final stabilization of the development site is achieved or after the temporary measures are no longer necessary. Trapped sediment shall be removed and disturbed areas shall be permanently stabilized.
13. Stockpiled soil and materials shall be removed from flood hazard areas at the end of each work day. Soil and materials stockpiled in IWMC or buffer areas shall be placed on timber mats, or an equivalent control measure.
14. Effective control measures shall be utilized to minimize the discharge of pollutants from the development site. At a minimum, control measures shall be implemented in order to:
 - a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash water; and
 - b. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, vehicle fluids, sanitary waste, and other materials present on the development site to precipitation and to stormwater.
15. Adequate receptacles shall be provided for the depositing of all construction material debris generated during the development process. The applicant shall not cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of construction material debris upon or into any development site, channel, or IWMC. The development site shall be maintained free of construction material debris.
17. The Enforcement Officer may require additional or alternate soil erosion and sediment control measures, based on development site specific considerations and the effectiveness of the installed control measures.



1 Silt Fence
SCALE: NTS
d-IUM 620B-silt fence_12

PROJECT BENCHMARK

SITE BENCHMARK 1
CROSS CUT ON TOP
OF CURB NORTH SIDE
OF ISLAND
N:1807801.76
E:940166.78
Z:647.30

LEGEND

- Asphalt Paving - Parking
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- TPF Tree Protection Fence
- SF Silt Fence



110 W Madison Street
Yorkville, Illinois 60560
Phone: 630-553-4025

PROJECT
Fox River Bluffs

12345 Fox Rd,
Yorkville, Illinois 60560

PROJECT TEAM

uplandDesign Ltd
Landscape Architecture & Park Planning
Chicago, Illinois 312-350-4088
Plainfield, Illinois 815-254-0091
uplandDesign.com

SURVEYOR
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REVISIONS

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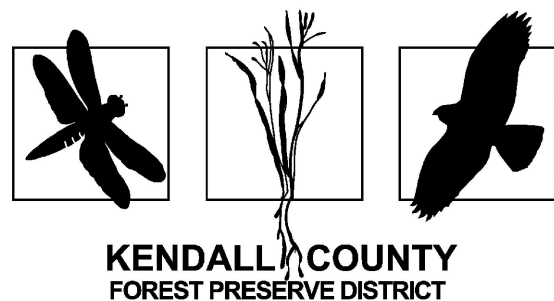
PROJECT NUMBER
939

SHEET TITLE

Stormwater Pollution Prevention Plan

SHEET NUMBER

2.0



110 W Madison Street
Yorkville, Illinois 60560
Phone: 630-553-4025

PROJECT
Fox River Bluffs
12345 Fox Rd,
Yorkville, Illinois 60560

PROJECT TEAM
uplandDesign
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Plainfield, Illinois 815-254-0091
uplandDesign.com

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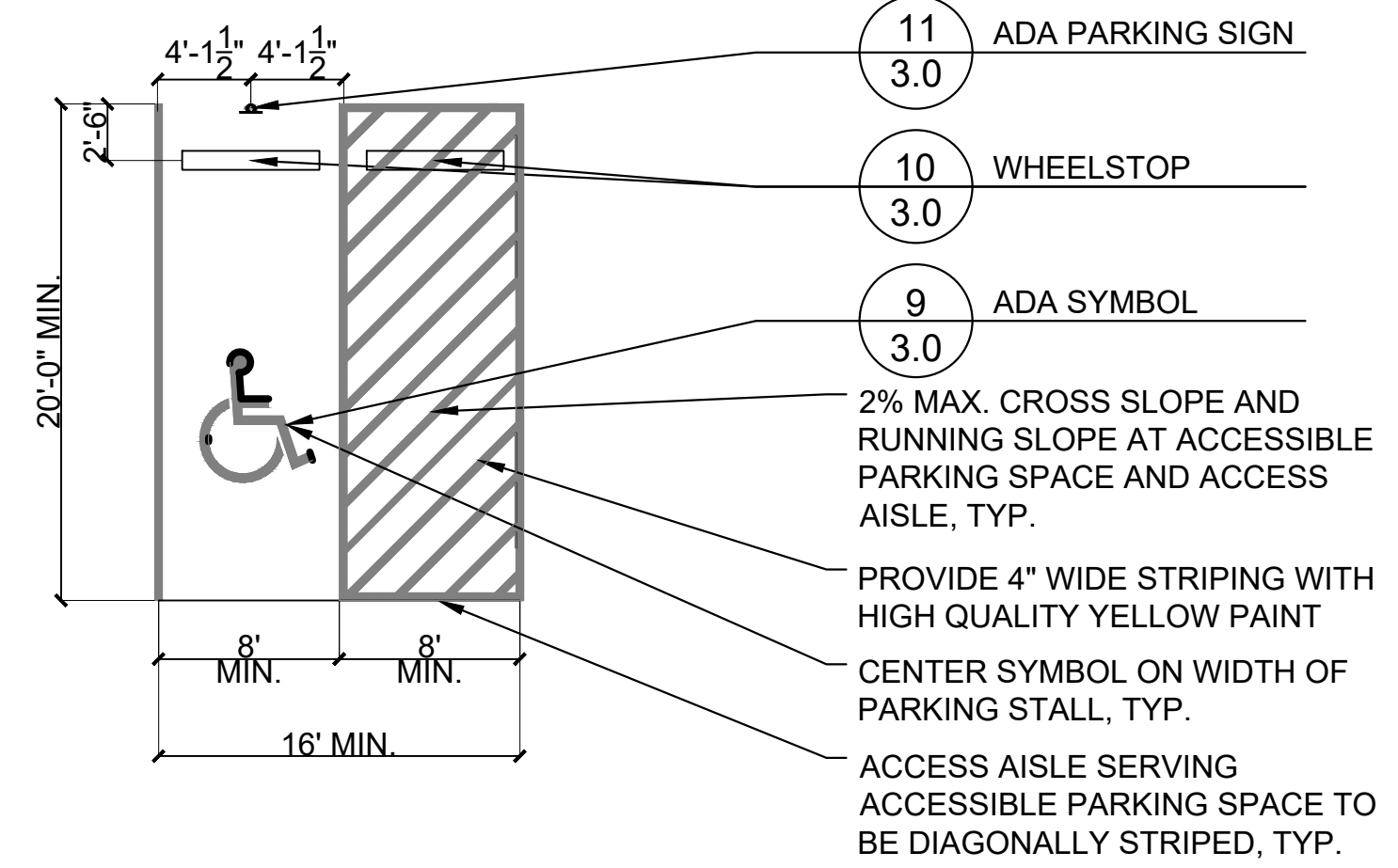
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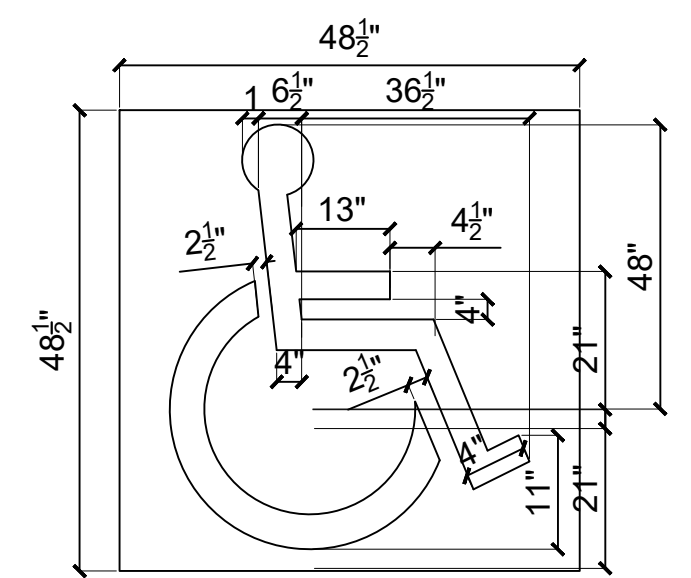
SHEET TITLE
Construction Details

SHEET NUMBER

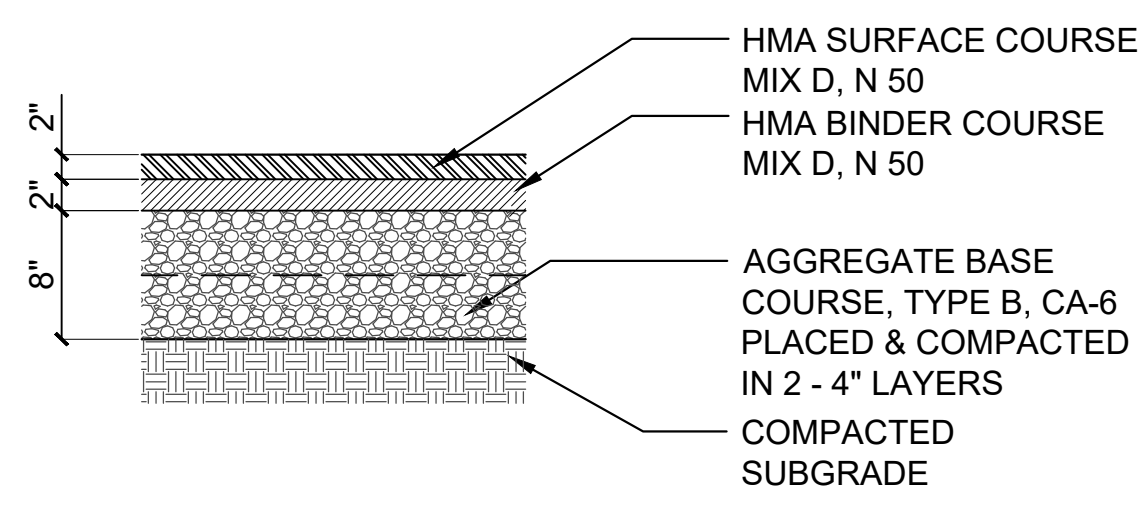
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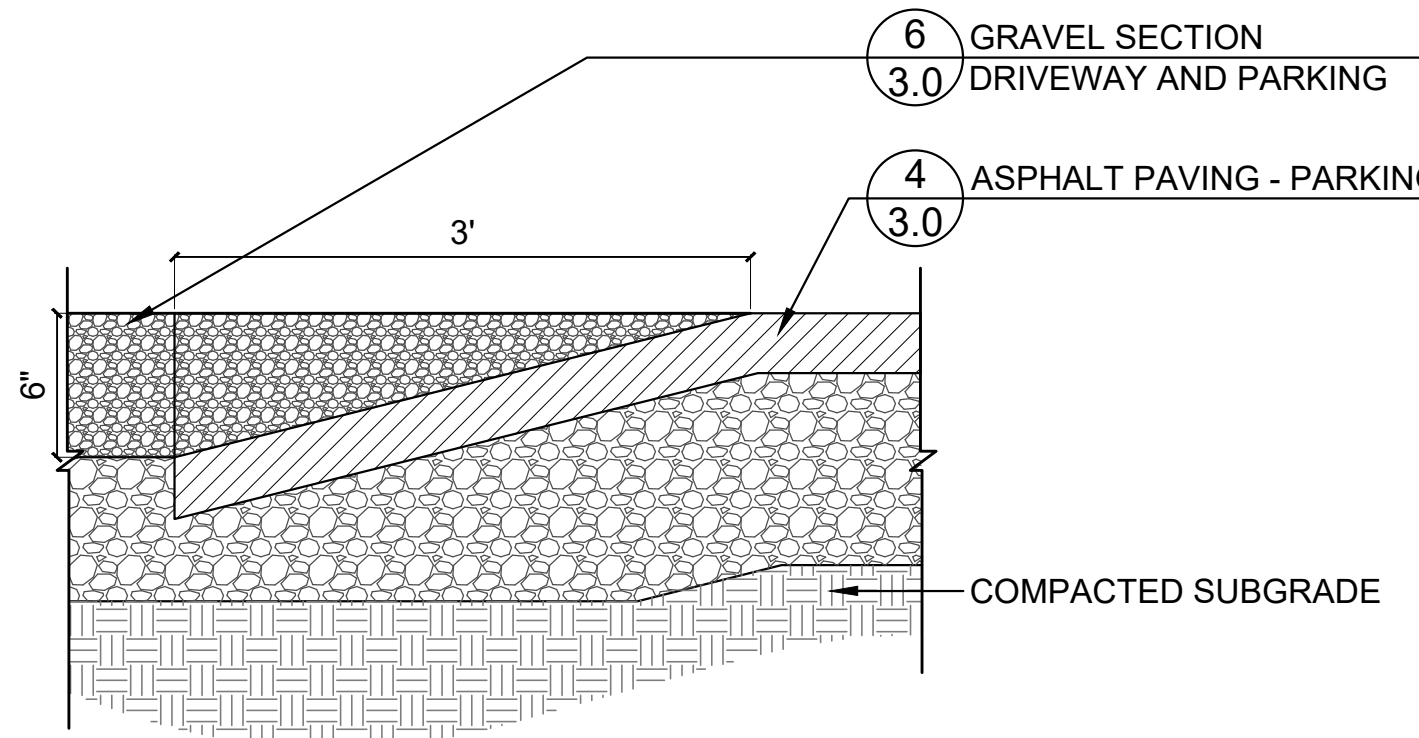
8 Single Access ADA Parking
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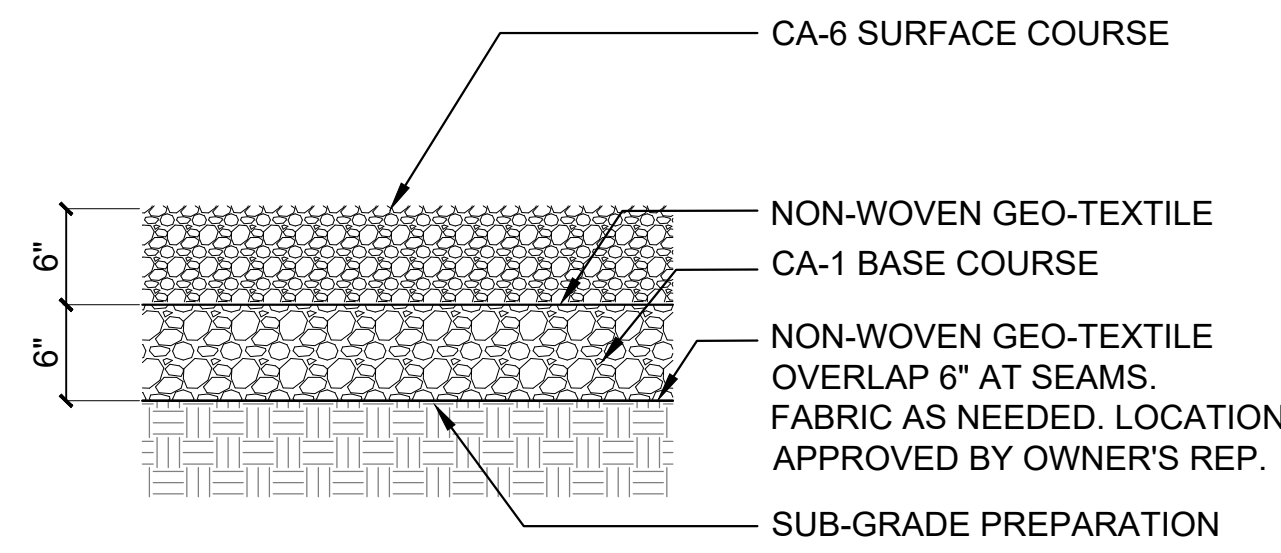
9 ADA Symbol
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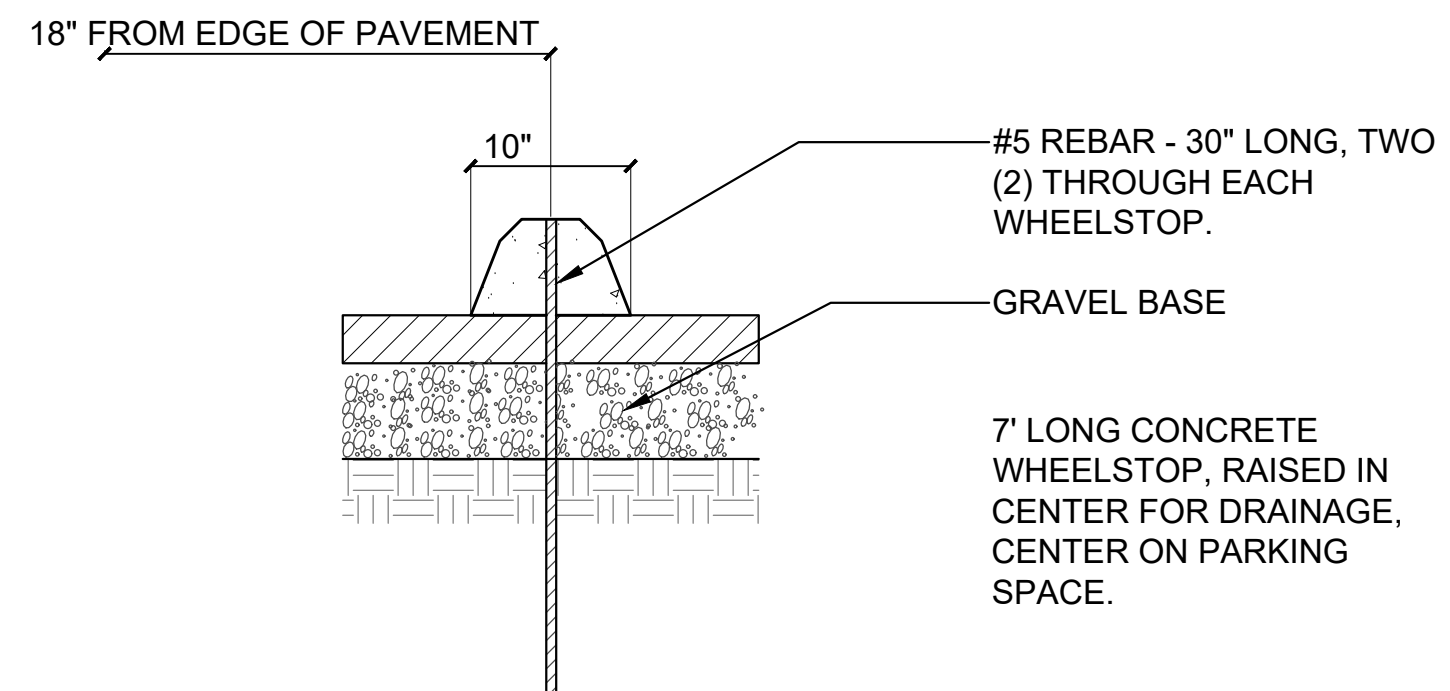
4 Asphalt Paving - Parking
SCALE: 1"=1'-0" detail drawing sorted.dwg



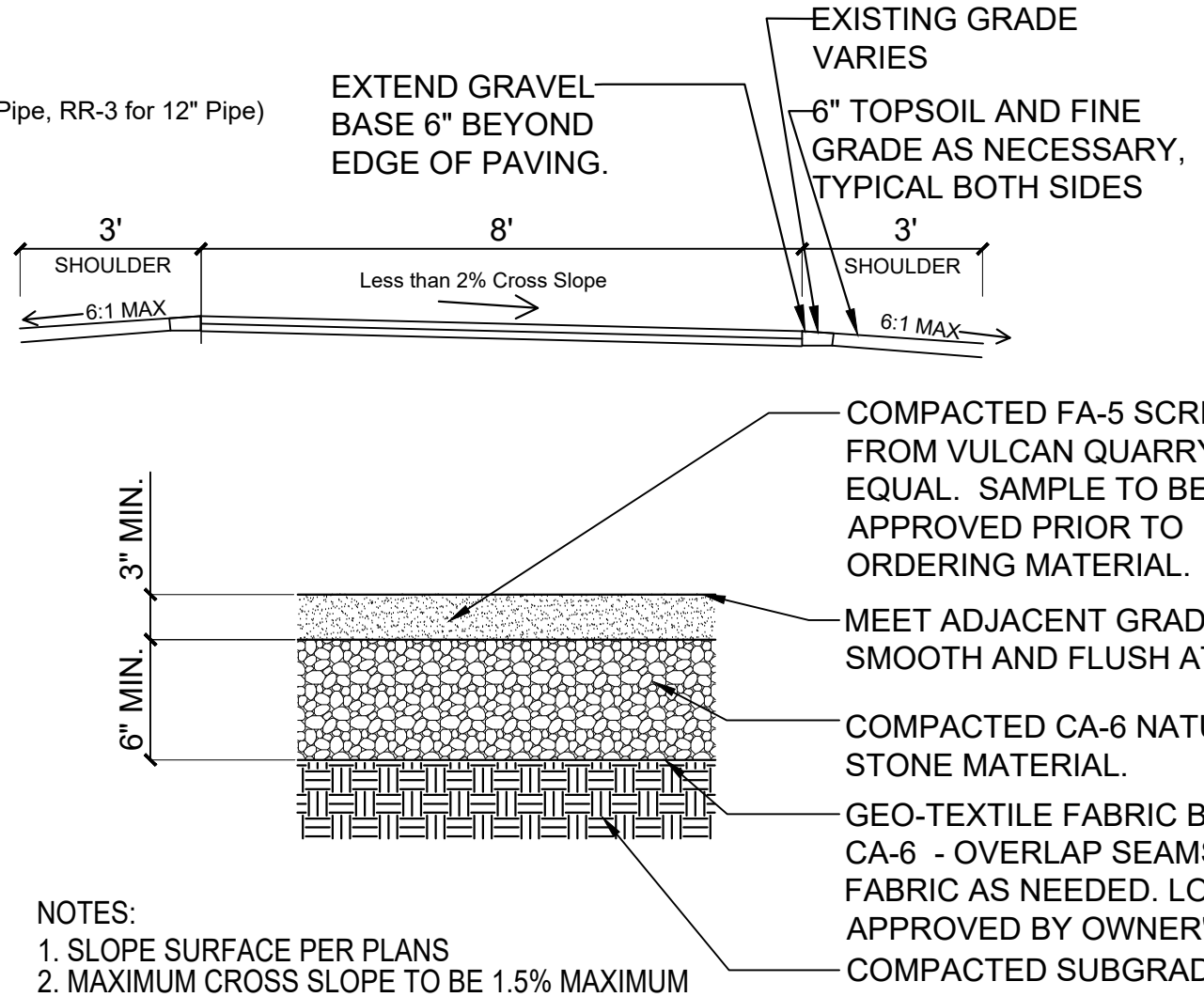
5 Asphalt to Stone Transition
SCALE: 1 1/2" = 1'-0" d-asph-gravel transition_8



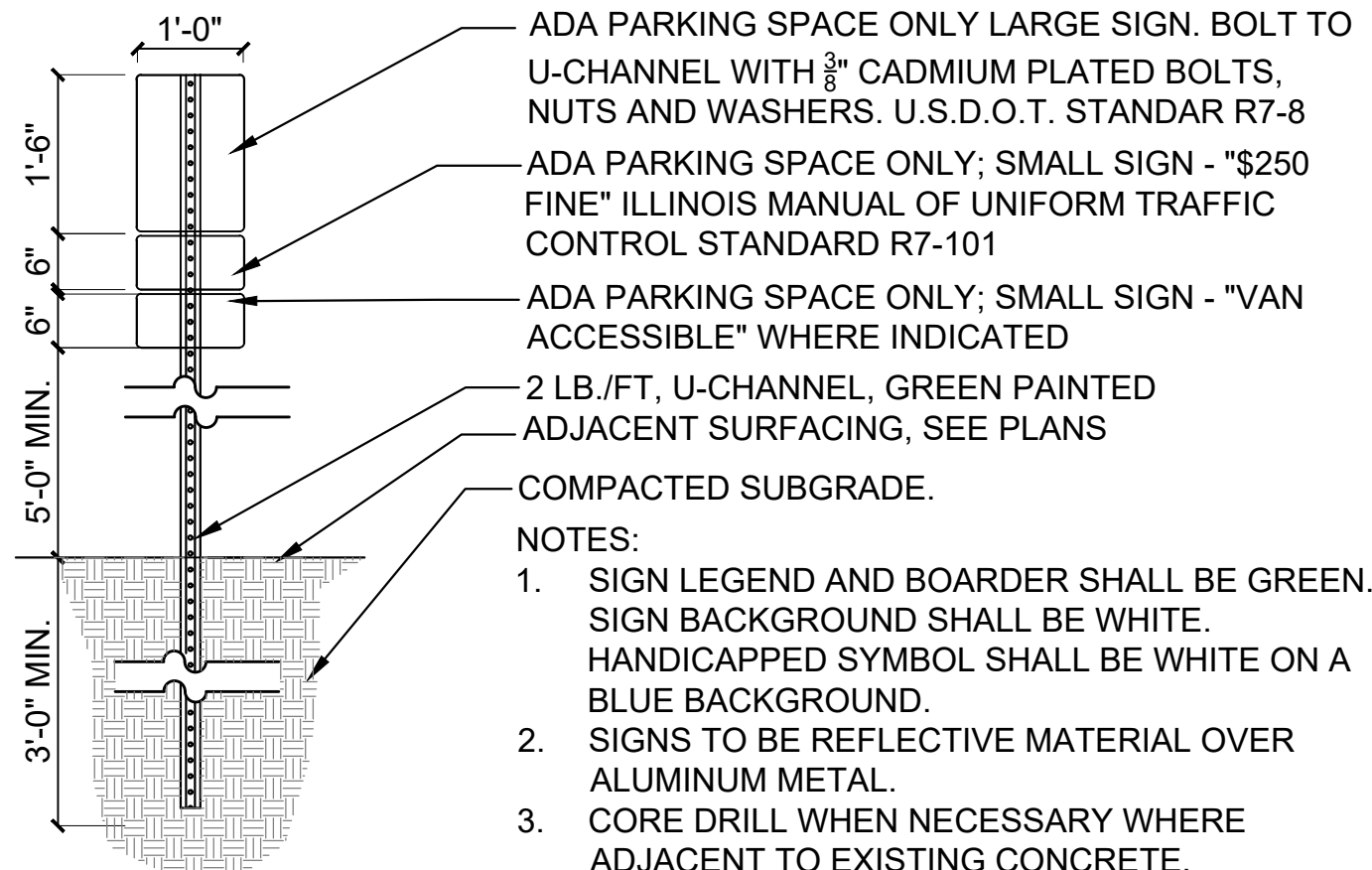
6 Gravel Section Driveway & Parking
SCALE: 1"=1'-0" d-gravel_parking_12.dwg



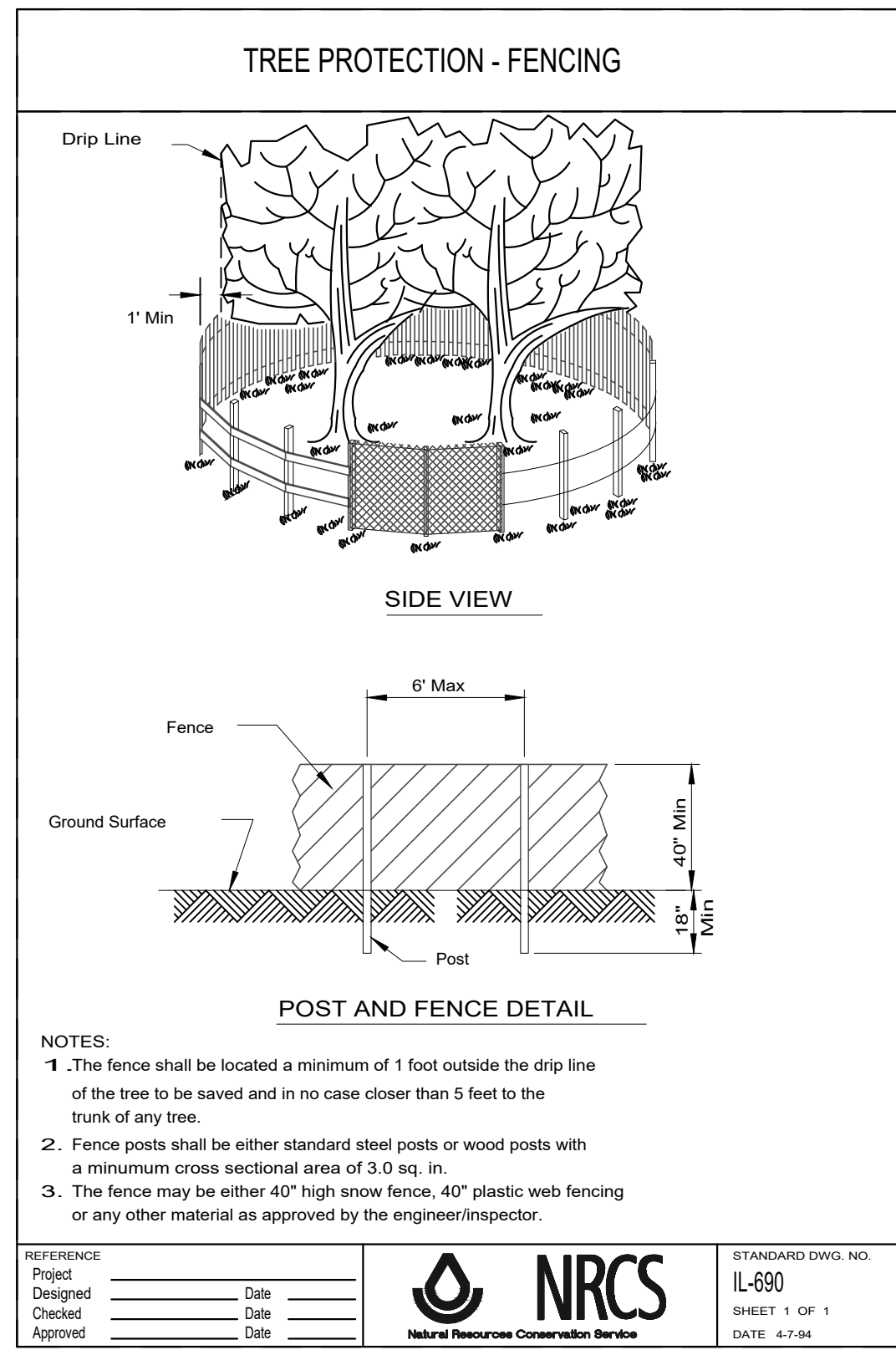
10 Wheelstop
SCALE: 1"=1'-0" wheelstop_1_12



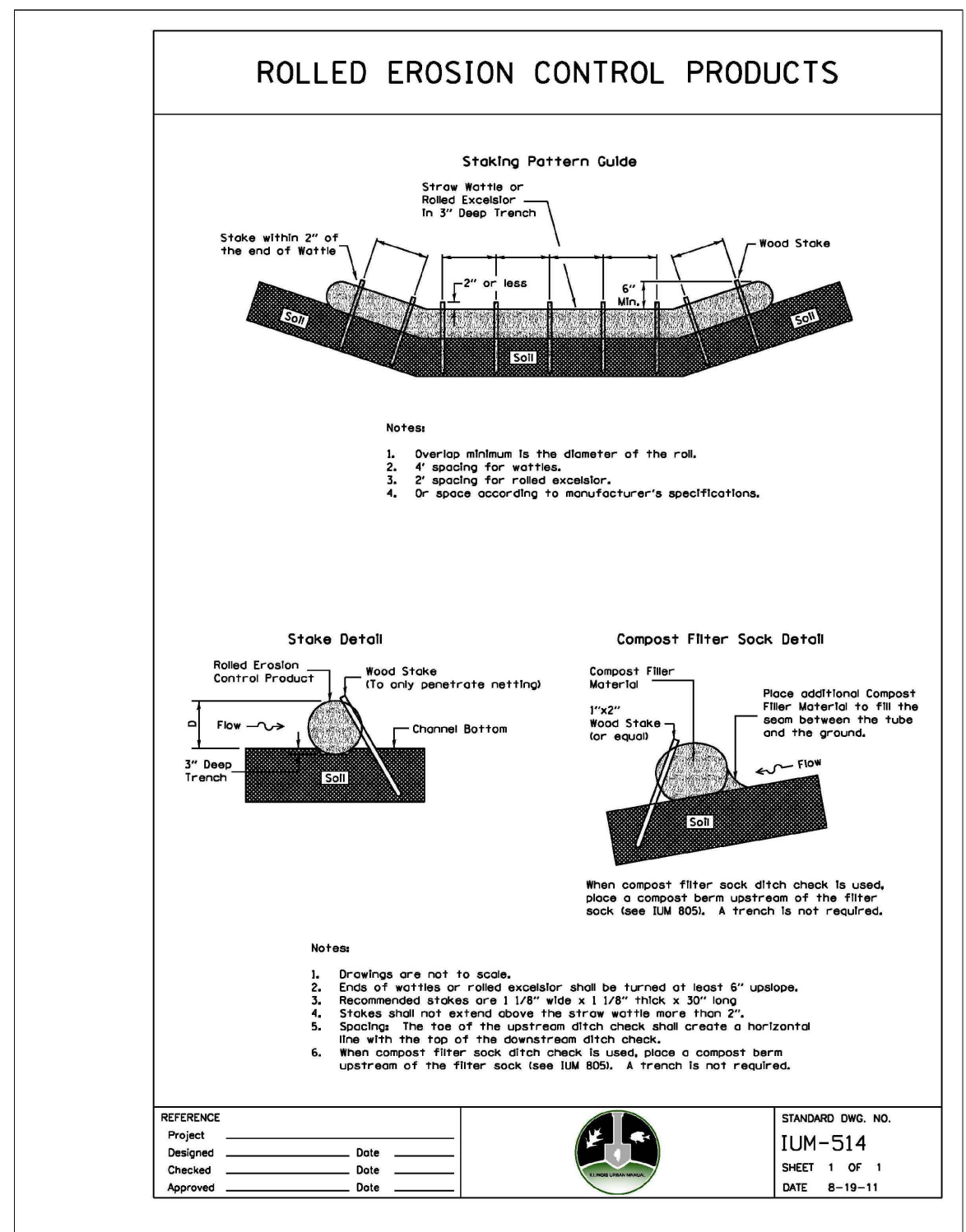
7 Crushed Limestone Trail
SCALE: 1" = 1'-0" Limestone-FA5 A



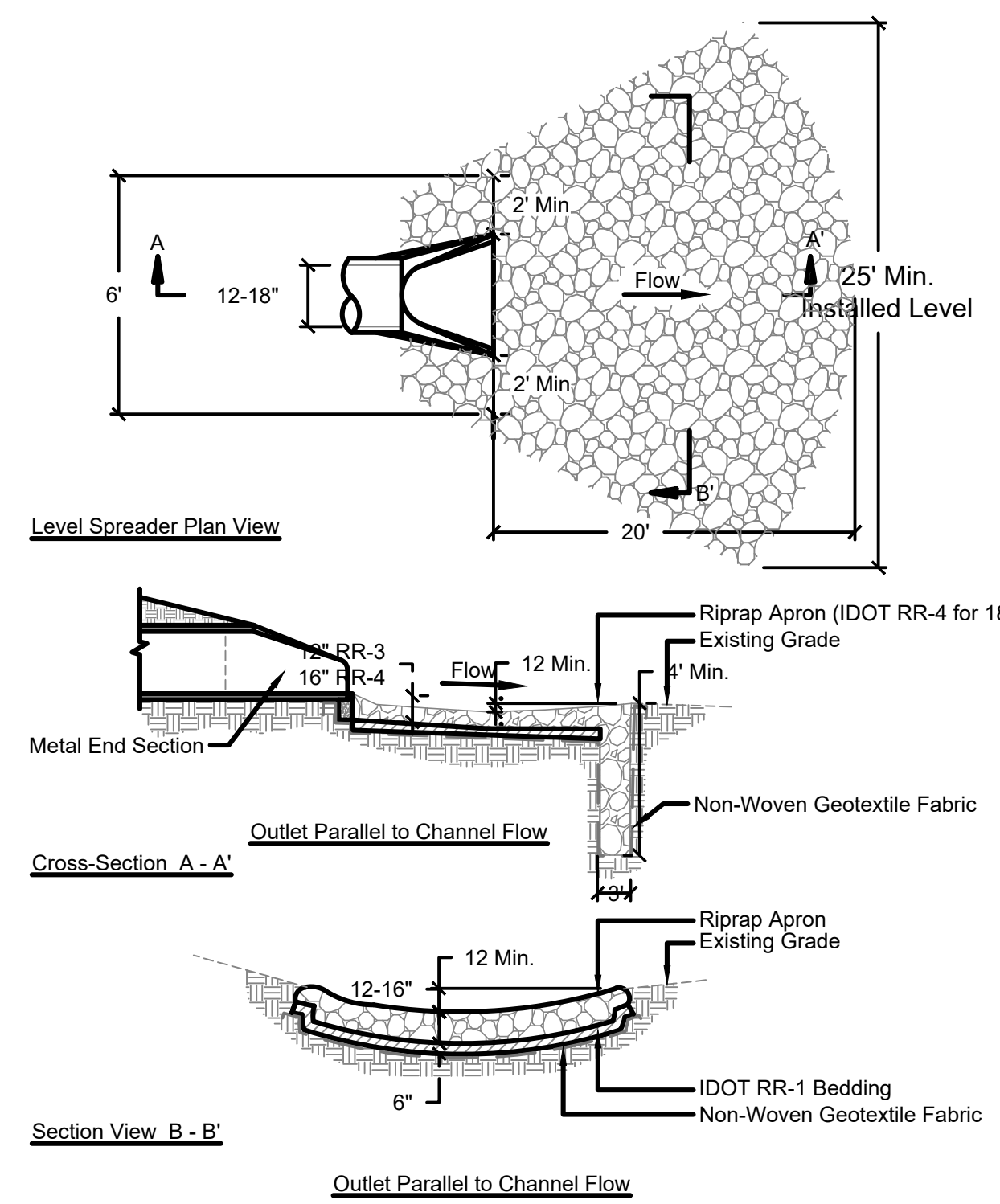
11 ADA Parking Sign
SCALE: N.T.S. ADA van sign metal_NTS



1 Tree Protection Fence
SCALE: NTS d-NRCS-IL690-tree protection fence_12



2 Rolled Erosion Control
N.T.S.



3 Culvert Outlet Protection
(Not to Scale)

NOTES:
1. SLOPE SURFACE PER PLANS
2. MAXIMUM CROSS SLOPE TO BE 1.5% MAXIMUM