

#### **INSTRUCTIONS TO BIDDERS**

DATE: 02/06/2023

BID REQUEST: Arlington Lakes Golf Course Pond Bank Stabilization

Sealed bids will be accepted until **02/20/2023 at 1:00 PM** and immediately thereafter publicly opened and read aloud at the Arlington Heights Park District Administration Office, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Arlington Heights Park District Board of Park Commissioners at a regularly scheduled meeting. This project is anticipated to begin: **03/01/2023 end by 06/30/2023**.

A pre-bid meeting will be held on **02/13/2023**, at **10:00 AM**, at the clubhouse at Arlington Lakes Golf Course, **1211 S.** New Wilke Rd. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any questions or concerns with the Owner.

# 1. Preparation and Submission of Bid Proposal

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

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

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and no sheets shall be detached from any part of the Bid Documents.

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

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

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

# 2. Requirement of Bidders

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

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

On a separate sheet, list at least five (5) service contracts your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the client, client contact and telephone number, and length of contract.

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

Initial here if there is nothing to disclose:

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the client, client contact and telephone number, and an explanation of the circumstances surrounding the rejection.

Initial here if there is nothing to disclose:

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Initial here if there is nothing to disclose: \_\_\_\_\_\_

Other required submittals include: Bid Proposal; Contractor's Compliance and Certifications. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

# 3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint themselves with conditions, as they exist, and shall undertake such additional inquiry and investigation as they shall deem necessary so that they may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

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

# 4. Acceptance or Rejection of Bids

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

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole

discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

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

# 5. Surety

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

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Arlington Heights Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Arlington Heights Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

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

language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

#### 6. Withdrawal of Bid

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

# 7. Award, Acceptance and Contract

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

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

Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement between Owner and Contractor AIA Document A101-2017, as modified by the Park District (or such other form of agreement or contract selected by Owner), and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

# 8. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, they must submit a written request for interpretation thereof not later than three (4) days prior to opening of bids to the Park District. Address all communications to tquattrocchi@ahpd.org at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

#### 9. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record.

The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

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

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

#### 10. Substitutions during Bidding

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

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

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

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

# **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

The American Institute of Architects "AIA Document A201-2017 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

# **SUPPLEMENTAL CONDITIONS**

The "General Conditions of the Contract, AIA Document A201, 2017 Edition" (the "General Conditions"), as modified by Owner, are hereby amended to include the following:

# I. <u>Insurance and Indemnity Requirements</u>

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, their agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- Α. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- B. Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

- C. Business Auto and Umbrella Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 0 I, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- D. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

#### E. General Insurance Provisions.

- 1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.
- **2.** Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not

obtained, tile Owner has the right to reject insurance written by an insurer it deems unacceptable.

- **3. Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- **4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
- **5. Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

#### F. Indemnification

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

BID PROPOSAL	
Bidder is:	
An Individual:	
	(SEAL) (Individual's Name)
Phone Number:	
A Partnership:	
Ву:	(SEAL) (Firm Name)
Business Address:	(General Partner)
Phone Number:	
A Corporation:	
Ву:	
	(Corporation Name)
Ву:	(State of Incorporation)
,	(Name of Person Authorized to Sign)
Title:	Attest(Secretary)
	(CORPORATE SEAL)
Business Address:	
Phone Number:	

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- 1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
- 2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- 3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Contract Documents;
- 4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
- 5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- 6. To furnish a Bid Bond in accordance with the Instructions to Bidders;
- 7. For projects \$50,000 and over, prior to beginning work, will submit Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders;

- 8. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- 9. That they have checked carefully the bid figures and understands that they shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- 10. That it is understood and agreed that the Arlington Heights Park District reserves the right to: a) accept or reject any or all bids; b) waive any technicalities; c) award to one Bidder the entire Project or to any series of Bidder for an appropriate proportion of the Project; and d) accept Alternates in any order or combination and to determine low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Submitted this	day of		, 2023		
		Name: By: Signature Title:			
SUBSCRIBED AND	SWORN TO be	fore me			
this	day of		2023		
Notary Public					
STATE OF ILLINOIS	5 )				

# **CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT**

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

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

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

- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ not less than ninety percent (90%) Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

- I. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Arlington Heights Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTR	ACTOR		
Ву:			
its:			

STATE OF ) )SS	
COUNTY OF)	
, , , , , , , , , , , , , , , , , , , ,	nd for the State and County, aforesaid, hereby certify that fore me this day and, being first duly sworn on oath
	egoing instrument as his/her free act and deed and as the
Dated:	
(Notary Public) (SEAL)	

# SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

abuse which Act, 82	The Contractor/Subcontractor [circle one] has in place for all of its employees not covered of ollective bargaining agreement that deals with the subject of the Act a written substance prevention program, a true and correct copy of which is attached to this certification, meets or exceeds the requirements of the Substance Abuse Prevention on Public Works 20 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse ntion program to this Certification.]
	Name of Contractor/Subcontractor (print or type)
	Name and Title of Authorized Representative (print or type)
	Dated:
	Signature of Authorized Representative
_	The Contractor/Subcontractor <b>[circle one]</b> has one or more collective bargaining ments in effect for all of its employees that deal with the subject matter of the Substance Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.
	Name of Contractor/Subcontractor (print or type)
	Name and Title of Authorized Representative (print or type)
	Dated:
	Signature of Authorized Representative

# IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at https://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/2015/july/COUNTY.HTM. As required by the Prevailing Wage Act, any and all such revisions supersede the Department of Labor's June determination. Bidders and Contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this Project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

# **GENERAL CONDITIONS**

#### Site Work

Specification or Information Conflicts: Should any specifications, information, directives, notes, tags or provisions contained in the Construction Documents conflict with any other specifications, information, directives, notes tags or Provisions contained in the Construction Documents, then the more stringent specification, information directive, note, tag or provision shall apply.

# A. LIMITS OF CONSTRUCTION

Construction traffic and staging shall be permitted only within construction limits as indicated on plan or directed by Owner. The contractor is responsible for the repair of any areas disturbed outside of this area, including grading and sodding, at no charge to the Owner.

#### B. TOPSOIL

- 1. Prior to the stripping of topsoil, all areas within the grading limits containing existing debris shall be cleaned to permit easy use of the topsoil. The topsoil shall not contain any sharp objects, such as glass, that will in danger the health, safety and welfare of the user.
- All available topsoil shall be stockpiled prior to grading operations to provide an ample supply for re-spreading over disturbed or graded areas. The Owner will control the sale or disbursement of any excess topsoil that remains after re-spreading on all landscape areas.

# C. CONSTRUCTION ACCESS

Access shall be permitted only through the access points as shown on the plan or discussed at the pre-construction meeting. No other access shall be permitted. The Contractor shall be responsible for protection of existing curbs and pavements and for replacement of any damage, at no additional expense to the Owner.

#### D. WORKMANSHIP

High quality craftsmanship will be expected in all phases of work. Any elements found unacceptable and not in compliance with the contract documents will be removed and replaced by the Contractor at his expenses until satisfactory results are obtained.

#### **E. CONCRETE TESTING**

The Contractor will be required to provide samples of all concrete used for this project. One test cylinder will be required from each truckload of concrete delivered to the site. Each test cylinder must be clearly marked with the date of the pour, load ticket number

and the name of the concrete supplier. The Owner, at their own cost, will test these cylinders to determine if concrete meets project specifications. The Contractor will be responsible for disposing of all untested cylinders.

# F. WATER

- 1. The Contractor will be responsible for supplying all water and associated materials for any construction activities including hoses, connectors and misc. appurtenances necessary for watering landscape, sod areas and water needed for all remaining construction activities. The Contractor may use domestic water sources, such as hose bibs, etc. if available on-site and approved in writing by the Owner and/or local municipality. Otherwise, arrangements must be made by the Contractor to furnish all water needed for any construction activities at no expense to the Owner.
- Potable Water Lines Any work done on a potable water supply shall be done under the direction of a plumber licensed by the State of Illinois. The contractor shall furnish the engineer with the plumber's license number prior to starting any work on any potable water supply.

#### **G. EXCESS MATERIALS**

All excess materials and debris etc., generated by this work, shall be considered an incidental item to the Bid, and hauled from the site. Large amounts of debris will not be permitted to accumulate on the site and must be hauled from the site on a weekly basis.

#### H. EXISTING UTILITY STRUCTURES AND UTILITY LINES

- 1. The Contractor will be responsible for locating all existing utility structures and utility lines prior to any excavation or demolition. These include but are not limited to water, sanitary, drainage, irrigation, telephone, fiber optics, cable television, natural gas, and electrical structures and lines. Contact J.U.L.I.E., Village of Arlington Heights, or the Arlington Heights Park District. This includes the existing irrigation system. Prior to construction, the J.U.L.I.E number and date of request shall be shown on the schedule of work.
- 2. In excavating, including trenches and laying pipe, all existing utilities, including water pipes and services, sewer pipes and services, gas pipes and services, electric or telephone transmission pole lines, cables or conduits, shall be protected, supported, maintained in service and restored to the conditions in which they were found, all at no extra remuneration. Where any utility facility, including service connections, is endangered or damaged by the work, the utility management shall be notified by the contractor, and the contractor shall cooperate with the utility and pay the cost of protection and repair, if damaged. Invert elevation of sanitary and storm sewers have been obtained from the field surveys; and, where possible, elevations are shown on the plans. While the work was carefully done, the accuracy of the information cannot be guaranteed. Wherever the Contractor deems it necessary to determine the exact location of existing pipe, valves or other underground structures, the contractor may make any examinations that he may determine desirable in advance of the work. No added compensation will be paid thereafter.

3. It is the responsibility of the Contractor to locate all potential conflicts with the installation of the drain tile and the existing irrigation system. The Contractor will be responsible for exposing the existing irrigation system at the point of conflict will be responsible for avoiding disruption of the system where invert elevations allow. If alteration of the irrigation system is required, or if the irrigation system is damaged by the contractor, the Contractor shall be responsible for the labor and costs associated with the adjustment.

#### I. PROTECTION and SAFEGUARDS

- Public and Adjacent Property: The Contractor shall under all circumstances be responsible for the preservation of all public and adjacent properties and shall use every precaution necessary to prevent damage or injury thereto. Damage to any existing features shall be repaired or replaced by the Contractor at no additional charge to the Owner. Turf repairs shall be made with sod, per specifications.
- 2. Present Structures: The Contractor shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or any other above ground structures.
- 3. Trees and Shrubs: Protection of existing trees and damages shall be as described in Special Conditions as supplemental to the General Conditions. The Contractor shall be responsible for the protection of all trees and shrubs not designated for removal. The Contractor shall provide on-site traffic patterns away from existing trees and shall provide suitable ramps where necessary. Methods for ramps, staking and bark protection must be developed by the Contractor and approved by the Owner. Any damage to an existing tree will result in a back-charge to the Contractor of \$100 per caliper inch of the damage tree. The caliper of the damaged tree shall be measured at one foot (1.0') above existing grade.
- 4. Protection for the Owners, Employees, and General Public: The Contractor shall be responsible for adequately barricading off the construction areas, covering holes, properly storing equipment, and providing other suitable methods for the protection of said persons.

#### J. DUST AND NOISE CONTROL

The Contractor shall be responsible for control of dust throughout the duration of the project. The Contractor shall also be required to conform to any applicable Village ordinance on noise, start times, traffic, parking or other conditions.

#### K. TRAFFIC CONTROL

The Contractor shall be responsible for controlling traffic when construction vehicles are entering or exiting the site. The Contractor shall be responsible for the erection and maintenance of barricades, signage, and miscellaneous traffic control measures to insure the vehicular traffic flows smoothly and safely on the streets surrounding the site.

#### L. STREET CLEANING

The Contractor shall be responsible for cleaning surround streets and public sidewalks of any mud or debris at the end of each workday. Street sweeping equipment may be used to fulfill this requirement.

# M. GENERAL SITE CLEANUP

- The contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of work each day, shall remove from the premises all rubbish, implements and surplus materials and shall leave area in such a way that the public will in no way be inconvenienced from entering grounds.
- 2. All waste materials shall be hauled to a site(s) of the contractor's choice. Cost of disposal of same will be included in the contract cost and not paid by the Arlington Heights Park District as a separate item.

# N. CONDUCT OF CONSTRUCTION OPERATIONS

- 1. Cooperation shall be extended by the contractor to notify all other contractors and subcontractors who may be doing other work in the area, when access, electrical, water or other services may be disrupted.
- Heavy construction vehicles will not be permitted to cross over curbs or use private driveways for turnarounds. Any damage to parkways, curbs and driveways caused by the contractor's operations will be repaired at his expense.

#### O. UNDERGROUND UTILITIES

The Contractor shall be responsible for notifying the Village and Owner or the Owner's Representative for inspection of all proposed underground utilities, including drainage lines & structures, prior to any trench backfilling. Should any underground utilities not be inspected by the Village or Owner or the Owner's Representative prior to backfilling, the Contractor will be required to expose any such underground utilities at no additional expense to the Owner.

# P. CONSTRUCTION STAKING

The Contractor will be responsible for all staking and all costs of site layout and construction staking necessary to complete the project as shown on the plans.

#### S. COOPERATION BETWEEN CONTRACTORS

- 1. If separate contracts are let for work comprising an entire project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors.
- 2. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Owner and Golf Course Designer from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same improvement.

- Each contractor shall assume all responsibility for all work not completed or accepted because all the presence and operations of the other contractors.
- 3. The contractor shall, as far as possible, arrange his work and the placement and disposition of the materials being used, so as not to interfere with the operations of the other contractors within the limits of the same improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

#### T. SANITARY FACILITIES and RUBBISH CONTROL

- The contractor shall provide suitable toilet facilities at the job site. The facility shall be approved by the Park District and shall be kept in a clean and sanitary condition. Sanitary Sewer manholes used for toilet facilities shall be cleaned and flushed upon removal of temporary toilet facilities.
- During construction, the premises shall be kept clean of rubbish, paper and other debris. A suitable refuse container shall be provided in the vicinity of the parking area for disposal of lunch wrappings and garbage. The refuse container shall be emptied regularly.

#### U. SUPERINTENDENT or PROJECT FOREMAN

- The contractor shall employ a competent superintendent and necessary assistants
  who shall be in attendance at the project site during the progress of work. The
  superintendent shall represent the contractor and all communications given to the
  superintendent shall be as binding as if given to the contractor. Important
  communications shall be confirmed in writing. Other communications shall be so
  confirmed on written request in each case.
- 2. The contractor shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, techniques, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

END OF SECTION

# **SPECIAL CONDITIONS**

Supplemental to the General Conditions

# 1. SCOPE OF WORK

- a. The contractor shall provide all materials and labor to complete all items listed in the 'Proposal Form'.
- b. The contractor shall provide a written schedule of work to be distributed to the facilities' staff for notification of patrons. This does not relieve the contractor of the responsibility of notification and public safety but is provided by the District as a service for the contractor.

#### 2. CODES AND STANDARDS

In the event of a conflict between various codes, regulations and manuals, the more stringent requirements shall be followed.

# 3. OWNER'S ACCESS

The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

#### 4. PROTECTION OF EXISTING TREES

The contractor shall protect all existing trees to remain by clearly identifying each tree with flagging adjacent to or within the constriction zone. No traffic, excavation or filling or stockpiling of materials or debris shall take place within the drip line of each tree unless indicated on plan.

# 5. PEDESTRIAN ACCESS AND PROTECTION

- a. The contractor shall provide, install and maintain all barricades, flagging, fencing, notices, and personnel to direct and protect the public during this project to the satisfaction of the Park District.
- b. The contractor shall protect and provide safe access to the park when working on parking lots, play courts, walks, etc. The contractor shall protect the work with construction fencing or guards as necessary to keep people off the surface until all materials have sufficiently cured or dried. Damage shall be repaired at the contractor's expense.

#### 6. PROTECTION OF EXISTING PARK PROPERTY

The contractor is hereby notified that this park must be protected against the needless damage sometimes caused by construction projects. The contractor is responsible for controlling his employees, machines and subcontractors while occupying each park site. The natural environment of the park is very delicate and needless damage is generally irreparable. Still penalties will be leveled upon the contractor for not controlling the construction sites.

#### 2. GUARANTEE OF CONCRETE WORK

Concrete work shall be guaranteed for a one (1) year period. This guarantee will be for

structural failures, as well as surface erosion due to spalling caused by frost popping soft aggregates (chert) within the concrete and surface erosion due to faulty workmanship, a high quality of workmanship will be demanded of the concrete work. All work not meeting high industry standards will be removed and replaced immediately at the contractor's expense.

# 3. BACKFILLING AND TOPSOIL

Topsoil removed for new walk locations shall be stockpiled and used to provide 6" minimum topsoil for all disturbed areas. This includes backfilling the curbs and areas of sidewalk removal without sidewalk replacement. Any suitable topsoil remaining after all restoration work shall be left on site as directed by Park District.

# 4. CONSTRUCTION NOISE RESTRICTIONS

- All engines and engine-driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.
- b. Construction within 1,000 feet of an occupied residence, motel, hospital or similar receptor shall be confined to the period beginning at 7:00 a.m. and ending no later than 7:00 p.m. This time regulation shall not apply to sawing contraction joints, as required in Article 408.12 of the "Standard Specifications", maintenance or operations of safety and traffic control devices such as signs, barricades and lighting or to construction of an emergency nature.

#### 5. CONTRACTOR'S RESPONSIBILITY

- a. The contractor is to be responsible for obtaining and complying with any and all inspections required for the work covered by this Contract.
- b. The contractor shall make every effort to keep all disturbed areas to a minimum. The operation of vehicles and the storage of equipment and material will be restricted to the existing pavement areas. Other operations outside the limits of the existing pavement area shall be coordinated with the Park District prior to construction. All disturbed areas shall be restored with 6" minimum topsoil and seed, at no additional cost to the Owner.
- c. The Park District shall be notified 72 hours prior to the start of any construction.
- d. The contractor will be responsible for construction surveying and staking.
- e. No additional monies will be paid to the contractor for lading, moving and unloading materials, including surplus materials.
- f. Any item that is damaged due to the contractor's negligence shall be replaced or repaired as directed by the Owner at no additional cost to the Contract.
- g. The contractor shall verify all field conditions prior to bidding.

#### 6. FINAL RIM ELEVATIONS

a. All rim elevations are approximate. The final elevation shall be determined in the field based on the final surface elevation. Any final adjustment to the structures shall be incidental to the cost for adjustment and to the cost of the structure.

# **INCIDENTAL COST ITEMS**

- b. All sawcutting shall be incidental to the cost of the associated pay item. No separate cost will be paid for sawcutting.
- c. All removal, storage and replacement of existing signage shall be incidental to the Contract.

END OF SPECIAL CONDITIONS
END OF SECTION

# **TECHNICAL SPECIFICATIONS**

#### **GENERAL**

#### SURVEYS AND LAYOUT OF WORK

The Owner shall locate existing bench marks on the property for use by the Contractor. Owner shall also be responsible for establishing the golf course property line if necessary and any applicable utilities, easements, and right-of-ways. Maintenance of initial staking is the obligation of the Contractor during execution and completion of construction.

The Contractor shall have available at the job site a survey crew for the purpose of providing all other survey and layout work necessary for construction of the golf course per Plans and Specifications.

#### PROJECT RECORD DOCUMENTS

Contractor will be responsible for the preparation of accurate Project Record Document Drawings, to be prepared and updated, of all irrigation components and drainage installed in greens, bunkers and fairways, and shall submit such "As Built" drawings with any application for payment involving such Work. In addition, Contractor shall also provide layout diagrams of all tees, greens, bunkers, fairways and cart paths using a GPS system or equivalent. (This shall be provided in Alternate 'H' on the Bid Form.)

Contractor will be responsible for furnishing detailed Project Record Documents on a reproducible medium updated on a weekly basis; and an updated Project Record Documents must be attached for each of the following listed categories with each Application for Payment:

- Irrigation Components (pipe, wire, sprinkler heads, quick couplers, valve boxes)
- Perforated drainage lines with appurtenances
- Non-perforated drainage lines with appurtenances

#### **SUBMITTALS**

Contractor shall provide submittals for all imported materials specified for renovation of the golf course including but not limited to:

- Fertilizers, lime, gypsum and other specified soil amendments
- Seed certificates

The Owner and Designer reserve(s) the right to reject any and all materials that have been installed but have not been approved.

# **CLEARING, TURF REMOVAL AND DEMOLITION GENERAL**

Review all Drawings and all sections of the Specifications for provisions therein affecting the work of this section.

# SCOPE

The work covered in this section of the Specifications consists of furnishing all materials,

labor and equipment for the clearing and grubbing of the golf course, including the removal and satisfactory disposal of all trees, down timber, brush, projecting roots, stumps, all other objectionable material within the clearing lines indicated on the Plans and/or those areas designated by the Designer on-site, in strict accordance with this section of the Specifications and subject to the terms and conditions of the Contract.

NOTE: The Owner shall be responsible for the removal of all trees and stumps, except those shown on the Demolition Plan, required to complete the work per the Plans and Specifications. Contractor work also includes the removal of turf areas, except "greens" surfaces, and all other obstructions that interfere with the renovation of the golf course as drawn, specified, and directed.

# LIMITS OF WORK

It is important that no areas be disturbed outside the limits of work. All equipment traffic shall be maintained within these limits, unless alternate routes are approved by Owner or Designer. Any alternate routes shall be repaired in accordance with the Grading and Grassing Specifications at the expense of the Contractor.

Prior to the removal of turf in any designated area within the golf course, the Contractor shall ascertain the limits of the golf course renovation work so as not to remove any trees or turf that may be located in the adjacent property. This responsibility shall rest solely with the Contractor, and any damage caused by him as a result of such negligence shall be at his own risk. The Contractor must confine the operation of this equipment to within the golf course limits, easements and approved haul roads. Any damage occurring outside these areas shall be repaired at the Contractor's expense.

**NOTE:** The Contractor shall be responsible for identifying the limits of work no less than one week prior to the commencement of work, 3/15. The identification shall be made with Turf Marking Paint clearly identifying the proposed areas of work.

#### **METHOD**

Prior to any turf removal, the Owner shall spray a herbicide on all areas to be disturbed, as designated by the Contractor. The areas designated herein shall be cleared of all turf, stumps, roots, vines, hedgerows and other obstructions prior to the stripping or removal of topsoil. All unsound or decayed stumps shall be removed to a depth of thirty-six inches (36") below the original ground. No remaining stumps or other growth will remain under any fill area, unless otherwise designated by the Designer. During the turf removal operation, topsoil shall be protected at all times.

# **DISPOSAL**

Within all limits of work, the turf shall be sprayed with a herbicide by the Owner so that the dying or decaying turf can be roto-tilled or disced prior to the stripping of topsoil or grading processes. All turf or reminisce of turf shall be removed so that no turf is present in the finished topsoil prior to the re-planting of the golf course.

Disposal of all underground roots or stumps resulting from the Owners clearing and grubbing shall be the responsibility of the Contractor. All costs in connection with disposing of the material will be at the Contractor's expense. All liability of any nature, resulting from the disposal of the cleared and grubbed material shall become the responsibility of the Contractor. The disposal of all materials shall be buried in non-play areas as identified by Designer with a minimum cover of six feet (6') of compacted fill.

Where such materials are buried, the Contractor shall strip and stockpile any topsoil present on the burying area for future shaping and re-spreading as directed by Designer.

#### **EXISTING PLANT PROTECTION**

All plants on the site, where applicable, will be saved, except those marked specifically to be removed on the Plans and those marked on the site by the Designer during inspection. No plants, either those marked for removal on the site or any other plants, may be removed near work areas from the site prior to the Designer's inspection. All plants not to be removed will be protected by the contractor from injury to their roots and to their canopy for a distance of three feet (3') beyond the drip-line and no grading, trenching, pruning or storage of materials may take place in this area, except as approved by the Designer.

The Contractor will pay a penalty for any plant removed from the site which has not specifically been marked on the site by the Designer for removal; Contractor also will pay for any plant which dies due to damage during construction. The penalty for plant loss is as determined by the American Arborist Association. Plants will be graded by an independent Arborist approved by the Owner and paid for by the Contractor, as to variety, condition and site importance with the American Arborist Association's figures acting as maximum penalties. This applies to all plants shown on the Plans and all plants on the site which may not be shown on the Plans.

END OF TECHNICAL SPECIFICATIONS

END OF SECTION

# **GRADING FOR GOLF COURSE**

#### **GENERAL**

If additional fill is required for grading the golf course, it shall be obtained from on-site borrow areas as directed by the Designer or Owner. Fill materials to be used in construction of tees, greens and bunkers shall be suitable so that it can be easily shaped and properly compacted to form golf course features. Material containing peat, muck or extensive organic matter will not be allowed as fill for the construction of features except when approved by Designer and Owner.

Where fill material is obtained from borrow areas, such areas shall be graded to provide positive surface drainage and to blend with the surrounding contours to the satisfaction of the Designer. Topsoil shall be stripped prior to excavation and replaced after all borrow material has been removed in these areas as directed by Owner and/or Designer.

In the event that surplus material is excavated from the borrow areas or excess material is generated from the sod stripping procedure, such material shall be placed in surrounding areas as directed by the Designer with Owner's approval.

Cut and fill slopes in roughs, and non-play areas shall not exceed 1:1 unless otherwise directed by the Designer. All cut/fill slopes shall taper into the surrounding grades so as to blend naturally.

The Contractor shall take all necessary precautions in grading to prevent any damage to existing plant materials and property of the Owner outside the area of disturbance under this section, particularly those areas of real estate adjacent to the golf course.

#### **COMPACTION REQUIREMENTS**

**General**: Control soil compaction of all embankments and other designated areas to provide the required soil density specified.

**Density Requirements:** All references to compaction or density throughout the Plans, Technical Specifications, Addendums, and supporting documents shall be in accordance with ASTM D 1557 (AASHTOT-180). Minimum compaction for all fill or backfill areas shall be 85 percent of maximum density. Field moisture should be kept within a tolerance of minus 3 percent and plus 2 percent of the optimum moisture at maximum density as determined by the Moisture Density Curve for that material. Granular materials may be compacted at lower moisture contents using a smooth steel wheeled vibratory roller if approved by the Project Engineer.

**Embankments**: Wherever the height of an embankment is to exceed ten feet (10'), compaction of all lifts of fill materials shall be to a minimum of 95 percent maximum density to within 12 inches of designated finish grade. Each layer of material shall be compacted to not less than the required density before the next layer is placed thereon. As the compaction of each layer progresses, continuous blading or dozing will be required to level the surface and to ensure uniform compaction.

Placing Earth and Rock Embankment: When earth, stone, rock, concrete, or asphalt fragments are mixed in the embankment, all stones or rock fragments exceeding the thickness of the compacted lift shall be disposed of by being incorporated into the embankment outside the limits of proposed pavements, buildings, or utility trenches. The thickness of the layer in these areas may be increased if necessary to accommodate the rocks, but shall not exceed 15 inches in thickness (loose state). The stones or rock fragments are to be placed so there will be no nesting or voids.

The Contractor must supply his own testing for compaction control to assure compliance with the Specifications and shall submit test reports to the Owner and Designer.

The Owner reserves the right to contract for additional quality control testing and inspection to confirm compliance with the plans and specifications.

NOTE: All rough grading shall be approved by the Designer *prior* to any placing of topsoil.

#### **OFF-SITE HAULING**

If it is determined by the Contractor that there is an excess of material that is being excavated to meet the fill requirements shown on the plan, including any compaction, the Contractor shall be responsible for hauling the material off site. All permits and local requirements for hauling the material shall be the responsibility of the Contractor.

If a site at the Park and Facilities Services is selected to haul the material, the Contractor shall be responsible for preparing the site to accept the fill as well as shaping the fill at the direction of the Owner. The Contractor shall also be responsible for the topsoil management resulting in six inches (6") of clean topsoil as the final layer of soil placement. The Contractor shall be responsible for seed preparation while the Owner will be responsible for any fertility, seeding and erosion control.

NOTE: It is intended that material is to remain onsite throughout construction.

#### **TOPSOIL**

The full depth of topsoil shall be stripped from all areas to be graded on the golf course as required to meet specified quantities. The topsoil shall be stockpiled in convenient non-construction areas before shaping. Topsoil stockpiling shall be completed as to minimize the amount of disturbed area. (An allowance for construction disturbance regrassing shall be included by the Contractor in the Bid Form). Topsoil shall be stockpiled in areas that do not impede sight lines into the bunkers from the appropriate tee control points on that hole. When shaping is completed and approved by the Designer, the topsoil shall be re-spread over the sub-grade areas except green and tee surfaces. Minimum\_depth of topsoil shall be six inches (6") of compacted material (85 percent) on all fairways, tees, green shoulder slopes, bunker slopes, roughs and landforms. If six inches of topsoil is not attainable it shall be brought to the attention of the Owner and Designer for resolution. If any topsoil is imported from off-site should be consistent in structure with the native soil.

**NOTE:** Contractor should organize his work in such a manner that minimizes the need to double-handle the topsoil.

#### ROUGHS

**Sub-grading** - All cuts and fills shall closely follow the Designer's Grading Plan. Filled areas shall be sufficiently compacted as specified to prevent future settling, and all grading shall be done in such a manner that no water-holding pockets are produced. Natural drainage swales shall be used wherever possible. All stones two inches (2") in diameter and larger shall be removed from un-topsoiled areas to be grassed. This removal shall be accomplished with stone pickers, rakes or any other devices which do not disturb finished sub-grade. If some areas of the site contain significant amounts of rock in the subsoil, plating with material over the rocky sub-grade will be required prior to the re-spreading of topsoil, at no additional cost to the Owner.

Fine Grading and Topsoil Cleaning - After topsoil is re-spread, all stones, roots and debris greater than three-fourth inch (3/4") in diameter shall be removed by stone pickers, rakes or other devices which do not disturb the finished grade or create waterholding pockets. Every effort to remove all rocks of (3/4") in diameter and larger shall be taken and final acceptance of Fine Grading by the Owner and Designer shall occur prior to the application of any soil amendments.

# LAKE BANK STABILIZATION

#### GENERAL

The contractor shall install Futerra Turf Reinforcement Mat (TRM) and Futerra F4 Netless blanket (or approved equal) as supplied by Profile Products and installed per the Manufacturer's recommendations for the proposed lake expansions and recontouring on hole #9, and #18. The mat shall be installed after the grading has been approved and the topsoil has been spread to the appropriate depth. Fertilization shall occur prior to laying the blanket. Seeding may be completed following installation of the mat.

# **PRODUCTS**

# **ACCEPTABLE MANUFACTURER**, or equal.

PROFILE Products LLC 750 Lake Cook Road – Suite 440 Buffalo Grove, IL 60089 800-366-1180 (Fax 847-215-0577) www.profileproducts.com

# **GOLF COURSE DRAINAGE**

Golf Course Drainage shall be installed as indicated in the locations delineated on the drainage plans and approved by the project engineer. All pipe shall be rigid corrugated exterior, smooth wall interior piping such as ADS N-12 or equivalent. This pipe shall conform with the requirements of Type III, with a maximum density of 0.960, Class "C", Category 3, Grade P33. Drain inlets shall be constructed per the Construction Details using Nyloplast Cast Iron Grates or equivalent.

Provide pipes of the materials and of the weight/class indicated on the plans. Provide **water-tight** pipe fittings and accessories of same material and weight/class as pipes, with joining method as specified by the manufacturer.

All drain lines that terminate into a water feature shall enter under the normal water level and not be visible from the golf course.

Any damage or cause for repair to the existing irrigation system due to the installation of the drainage system shall be repaired by the Contractor. Identification of the existing system shall be the responsibility of the Contractor with assistance from the Owner.

It is the contractor's responsibility to keep an accurate up-to-date record of the size, type, and quantity of all pipe installed. This information shall be drafted onto a reproducible "as-built" plan (or Autocad file), drawn at a scale of 1" = 100', and submitted with each application for payment and with the final plan submitted to the owner at the conclusion of the project with all other required "as-built" drawings.

**Tie-ins** – where tying into an existing drain inlet, the proposed piping shall enter the structure at an elevation above the existing exiting pipe. Many of the existing structures are shallow and care must be taken to assure the proper invert elevations are achieved. The entrance of the new drainage piping shall be sealed using grout or foam as to create a water tight inlet.

END OF GOLF COURSE DRAINAGE
END OF SECTION

# GRASSING

#### SCOPE

The work covered by this Section consists in furnishing all labor, equipment, and materials, and in performing all operations in connection with seeding, and completion thereof, in strict accordance with the Specifications and applicable drawings, and subject to the terms and conditions of the Contract.

# **Summary of Operations**

- a) Limits of all seeded/sodded areas per Grassing Plan and/or staked by Designer.
- b) Tillage of compacted areas, floating to reshape desired contours
- c) Application of fertilizer.
- d) Disking, dragging and floating
- e) Removal of stones to three-fourths inch (3/4") diameter
- f) Hand rake around heads, valve boxes, paths, bunker faces, etc.
- g) Seeding, sodding and installation of Erosion Control when specified.
- h) Irrigate seeded or sodded areas

#### **MATERIALS**

Seed shall be labeled in accordance with United States Department of Agriculture Rules and Regulations under the Federal Seed Act and State seed laws. Seed shall be furnished in sealed standard containers unless exception is granted in writing by the Contracting Agency. Each seed container shall bear the date of the last germination, which date shall be within a period of six (6) months prior to commencement of planting operations. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. The type and minimum percentage-by-weight of pure, live seed shall be as follows:

#### **INSPECTION AND TESTS**

**Seed** -The Designer and Owner shall be furnished with triplicate signed copies of the vendor's statement certifying that each container of seed delivered is fully labeled in accordance with the Federal Seed Act, and is at least equal to the requirement for seed in the Materials paragraph of these Specifications. This certification shall appear on or with all copies of invoices for the seed.

# PREPLANT FERTILITY

After the finish grading and before seeding or sodding, the commercial fertilizer as specified shall be applied at the rates specified and thoroughly incorporated into the top two inches of surface soil. The area shall then be lightly raked until the finished grade is smooth, loose and pulverized.

Fertilizer shall be manufactured from quality materials, be free from impurities, be uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer that has been exposed to high humidity and moisture, has become caked or otherwise damaged making it unsuitable for use will not be acceptable.

Preplant fertilization shall include the following products and rates:

#### Product/Analysis

#### Required Rate

Roughs -Starter Fertilizer 16-25-12/70% Poly-S

248 lbs./acre

The fertilizers shall be delivered to the site in bags or other convenient containers, each fully labeled, conforming to applicable state fertilizer laws, bearing the grade and the trade name of the producer.

#### PREPARATION OF SEEDBED

**General** -The areas of disturbance and their respective requirements for seed, fertilizer, soil amendments and other tillage treatments shall be as indicated on the Drawings. Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition, and shall be approved before the work is started.

**Clearing** -Prior to grading and tillage operations, existing and emergent vegetation on the site that might interfere with grading, tillage, or seeding operations shall be mowed, grubbed, raked, or removed from the site or, when suitable, shall be used for mulch as directed. Prior to or during grading and tillage operations, the ground surface shall be cleared of stumps, stones larger than three-fourth inch (3/4") in diameter, roots, cable, wire, grade stakes, and other materials that might hinder proper grading, tillage, seeding, or subsequent maintenance operations.

**Grading** -Previously established and approved grades for areas to be prepared shall be maintained in a true and even condition. Maintenance shall include necessary repairs to previously graded areas which subsequently have been disturbed. When grades have not been established, areas shall be graded as shown on the Drawings, and surfaces shall be left at the prescribed grades in an even and properly compacted condition so as to prevent the formation of depressions where water will stand.

**Tillage** -After areas to be prepared have been topsoiled and brought to the grades shown on the Drawings, they shall be thoroughly tilled to a depth of eight to ten inches (8-10") by plowing, disking, harrowing, or other approved methods until the condition of the soil is acceptable by the Owner and Designer. Variation in depth of tillage is required to achieve a minimum two inch (2") interface of topsoil layer with the underlying sub-grade. Work shall be performed only during periods when beneficial results are likely to be obtained. When conditions are not beneficial by reason of drought, excessive moisture, or other factors, and satisfactory results are not likely to be achieved, the Contractor shall refrain from such work. After tillage the ground surface shall be cleared of stumps, roots, debris, stones larger than three-fourth inch (3/4") in diameter, and any other deleterious material that would interfere with subsequent operations. Undulations or irregularities in the surface shall be leveled and "floated out" before the next specified operation.

**Drainage** -All green, tee, bunker, fairway and grass hollow drains will be tested by flushing out with a hose prior to seeding or sodding by the Contractor.

**Leveling** -Undulations or irregularities in the surface resulting from tillage, fertilizing, soil

amendment applications, or other operations shall be leveled before seeding operations are begun. All areas are to be floated to a smooth, finished grade with no water-holding pockets.

**Cleanup** -After completion of the above operations the surface shall be cleared of stones, stumps, or other objects larger than three-fourth inch (3/4") in thickness or diameter and of roots, brush, wire, grade stakes, and other deleterious material that might be a hindrance to seeding and maintenance operations.

END OF GRASSING END OF SECTION

## **PLANTING ROUGHS**

**General** -All seeding work shall be completed by 6/30. A satisfactory method of sowing shall be employed, making use of approved mechanical power-drawn seeders, mechanical hand-seeders, or other approved methods. When delays in operations carry the work beyond the most favorable planting season for the specified turfgrass, or when conditions are such, by reason of drought, high winds, excessive moisture, or other factors, that satisfactory results are not likely to be obtained, the work will be stopped by the Owner or Designer and shall be resumed only when directed. If an inspection, either during seeding operations or after seeding emergence, shows that strips have been left unplanted, or other areas skipped, the Owner or Designer shall require the Contractor to prepare and reseed these areas at the expense of the contractor.

#### PLANTING DATES

**Planting dates** -All seeding shall be done at such times that the climatic conditions are favorable for the proper growth of the specified types of turfgrass. All seeding of roughs must be completed by June 30, 2023.

All seeding shall be done at such times that the climatic conditions are favorable for the proper growth of the specified turfgrass.

After all areas to be planted have been amended and fertilized, these areas shall then be "floated out" in preparation for planting. The final seedbed must be smooth and sufficiently soft in order for the grass to be planted therein (85% compaction or less). The condition of the seedbed in all areas must be approved by the Designer or Superintendent prior to planting.

## **EQUIPMENT -ROUGH**

Drop Gandy (type) or slit seeder making two (2) passes adjacent to fairways, tee surfaces and green collars. Broadcast (type) can then be used on remaining area -two (2) perpendicular directions for seeding minimum.

**Broadcast Seeding\_**-Seed shall be broadcast or drop seeded as designated by the Designer or Superintendent by approved sowing equipment, at the rates and types listed above. The seed shall be uniformly distributed over the designated areas. On areas such as fairways, the seed shall be sown in two (2) different directions. The seed shall be covered to an average depth of one-half inch (1/2") by means of a cultipacker or other approved device. Broadcast seeding shall not be done during windy weather (over 5 miles per hour). The Contractor will be required to repair, at his cost, any areas outside of the specified locations that are contaminated with seed not specified for said location due to his negligence.

## **COMPACTING**

Immediately after seeding, the entire area shall be compacted either with a cultipacker or a roller weighing 60 to 90 pounds per linear foot. If seeding is performed with a cultipacker-type seeder, compacting can be eliminated.

## **GRASS TYPES AND RATES**

All seed under this Section of the Specifications shall be certified as to 98 percent genetic purity and 90 percent germination by the United States Department of Agriculture, or other agency approved by the Designer. All seed and sod must be approved by the Owner and Designer prior to planting.

The grass type for all roughs shall be the following:

Bluegrass Blend – Seed at 4# per 1,000sf

The formulation should read as follows:

20% Fielder Bluegrass

20% Mercury Bluegrass

20% Geronimo Bluegrass

40% Chewings Fine Fescue

Emergent Blend – Seed at 3# per 1,000sf

The formulation should read as follows:

2% Redtop Bentgrass

49% Eureka II Hard Fescue

49% Quatro Sheep Fescue

## **SODDING**

Supply and install HGT Bluegrass sod as supplied by Greensource USA, Pete Kiraly (847) 404-4346, or equal.

## **SUBMITTALS**

Product Data: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of materials and application rate.

Certifications: Manufacturer shall submit a letter of certification that the product meets or exceeds all technical and packaging requirements.

## **DELIVERY, STORAGE AND HANDLING**

Deliver materials and products in UV and weather-resistant factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures and construction operations.

#### **PRODUCTS**

## **ACCEPTABLE MANUFACTURER**, or equal.

**DLF/Pickseed** 175 West H Street Halsey, OR 97348

Scott Debolt

615-764-0899

#### POST-PLANT RESPONSIBILITIES

#### **PROTECTION**

Immediately after seeding or sodding, the area shall be protected by the Contractor against traffic or other use by erecting stakes/rope and barricades as needed, and by placing approved warning signs at appropriate intervals.

#### MAINTENANCE OF PLANTED AREAS

Immediately after all areas have been planted, the Contractor will water to saturation (daytime water only) the seeded areas. Immediately following the completion of the sod installation, the Contractor shall thoroughly water the sod as specified under the "Grassing- Tees, Fairways and Roughs" section, roll the sod with rollers capable of ensuring adequate contact between the sod and the moist soil. After this watering, rolling and approval of the golf hole by the Designer and Owner, it shall be the Owner's responsibility to maintain the planted areas.

No maintenance of the golf course of any type shall be required of the Contractor other than the requirement of the above for initial watering of an approved golf hole. Erosion damage or any other type of damage not caused by the Contractor after planting and initial watering is the responsibility of the Owner.

## SATISFACTORY GERMINATION OF SEEDED AREAS

Satisfactory survival will be evidence when a solid stand of seedlings are produced, free of all foreign materials and erosion. Any rough areas that do not produce sufficient growth within 21 days of planting shall be replanted. Any tee, green or fairway areas that do not produce sufficient growth within 14 days of planting shall be replanted at no cost to Owner.

Since the proper growth and cultivation of turfgrass is dependent upon a variety of factors beyond the control of the Contractor, the Contractor will not be responsible for failure of planted areas to demonstrate satisfactory germination if his operations are impaired by Acts of God, extremely unusual weather conditions (meaning 20 percent beyond normal range in temperature and 200 percent beyond normal range in rainfall), and/or unusual or uncontrollable disease or insect attacks.

The Contractor shall take all necessary precautions to prevent any damage to existing trees, foliage, plant materials and property of the Owner outside the area of work under this Section.

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## **MAINTENANCE OF PLANTED AREAS**

Immediately after all areas have been planted, the Contractor will water to saturation (daytime water only) the seeded areas. Immediately following the completion of the sod installation, the Contractor shall thoroughly water the sod as specified under the "Grassing- Tees, Fairways and Roughs" section, roll the sod with rollers capable of ensuring adequate contact between the sod and the moist soil. After this watering, rolling and approval of the golf hole by the Designer and Owner, it shall be the Owner's responsibility to maintain the planted areas.

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The Contractor shall take all necessary precautions to prevent any damage to existing trees, foliage, plant materials and property of the Owner outside the area of work under this Section.

END OF PLANTING ROUGHS
END OF SECTION

#### SCOPE OF WORK

#### Site Work

- 1) General Conditions and requirements: Administration, Portable Toilets for duration of Project including maintenance, Protective Measures, Construction Fence, Erosion Control, Dumpsters and debris removal and disposal, mobilization, etc...
- 2) Provide everything required for the following specification sections: Site Clearing, Earth Moving, Grading, Lake Bank Stabilization, Golf Course Drainage, Grassing, Planting Roughs.
- 3) Site Work: Excavation, topsoil removal, topsoil placement, stripping, stockpiling, rough grading, subgrading, finish grading, shaping, cutting, filling, backfilling, fill, consolidation, compaction, disking, aerating, geotextile filter fabric, silt fence, erosion control, dust control, tree & vegetation protection, existing construction and utility protection, dewatering, barricades, traffic control, temporary construction fencing, temporary construction entrances. Provide grading, site cuts, and fills to subgrades, contours, or elevations indicated. Provide additional grading to promote site drainage during construction. Upon completion grade all areas disturbed by construction. Place clean topsoil as necessary to meet landscape requirements. Protect all existing drain tile and irrigation. All excess spoils and grading material intended to stay on site.
- 4) All subgrade and granular base shall be finish-graded and mechanically consolidated and compacted to ± 0.05 of a foot of the correct elevation. All backfill will be placed in mechanically consolidated and compacted lifts not to exceed the specified amount (12 inches maximum if not indicated). All turf areas using soil backfill will also require mechanical consolidation and compaction to avoid future depressions in lawn areas and compacted to 80% modified proctor.
- 5) Landscaping: Provide all landscaping including but not limited to: seed mix, soil preparation, watering. Restoration of turf areas disturbed from construction activities.
- 6) All layout required to complete this scope of work; no additional compensation shall be approved for the replacement of any layout found to be missing, removed, or damaged.
- 7) This contractor will provide a complete as-built survey for the project upon completion of the proposed work. A complete as-built survey shall be completed by this contractor utilizing the services of a licensed professional surveyor. This as-built survey shall include, but not be limited to: all grading, paving, hard surfaces, site utility, structures and pipe inverts, storm water calculations, etc. The as-built survey shall include all new improvements.
- 8) Dewatering to be provided by the Village of Arlington Heights.
- 9) Within 7 days after acceptance of a bid, the contractor shall submit a schedule detailing their portion of the project and how target dates will be met; including sequencing and approach to the project.

# BASE BID WORKSHEET – PONDS A, B, C, AND D

			SF	Futerra TRM	Mat @ \$	/SF	\$
		a.	Rough Ar	eas Futerra 1	Γ <b>RM Mat</b> – Inst	allation of Futerr	a TRM Mat as shown.
VII	I.	GR	ASSING -	Application of	all required se	ed, sod and eros	sion control.
				FINISH SHA	PING TOTAL		\$
VII				• - Blending o		minating low area paration for seed	as, and in general puts the ling.
VI.	plar repa	ns, aire	may be exp ed. If such n	oosed during on aterials are e	construction an encountered, th	d those items ma	other than those listed on the ay need to be adjusted or ed on a individual cost basis. king place.
V.	plar repa	ns, aire	may be exp ed. If such n	oosed during on aterials are e	construction an encountered, th	d those items ma	other than those listed on the ay need to be adjusted or ed on a individual cost basis. king place.
				SHAPING LU	JMP SUM TOT	AL	\$
	bank	to	water level	l. It is assume	d that topsoil m	nanagement may	1 or 2:1 slopes from the top or need to take place where prior to construction.
				TURF REMO	OVAL TOTAL		\$
					_SF Turf Remo	oval \$ /SF	\$
	Own comi	er v mei	will be resp ncing by the	onsible for ap e Contractor.	plying a herbic NOTE: The Co	ide in all propose	to the stripping topsoil. The ed works areas prior to work onsible for defining / marking
				STAKING/ L	AYOUT TOTAL	-	\$
				STAKING/LA	YOUT LUMP	SUM	\$
		a.			out of proposed		ures per plans. The Owner
II.	STA	KIN	IG/ LAYOU	JT & GPS MA	PPING		
				MOBILIZATI	ON LUMP SUM	Л & TOTAL	\$
I.	МО	BIL	IZATION -	Includes gen	eral conditions	, equipment and	personnel move in.

b. Ro	ough Areas Erosi	on Blanket	t – Installation	of Erosion	Blanket a	is snown.	
	SF Erosion B	lanket @ S	\$	_/SF	\$		
			grade and see	ding of all	disturbed	and graded ro	ough
	SF Bluegrass	s @ \$	/SF	Ç	\$		
	SF Emergent	@ \$	/SF	Ş	\$		
d. Blu	uegrass Sod – Fir	ne grade ar	nd sodding of a	all areas a	s shown o	n Grassing P	lan.
	GRASSIN	IG TOTAL		Ş	\$		
	BID	SUBTOTA	AL (I to VIII)	;	\$		
PER	FORMANCE AND	PAYMEN	T BOND	Ş	\$		
	E	BASE BID	TOTAL (I to I)	()	\$		
	•	These price	ces shall preva	il in the ev	ent of a ch	nange order f	or
Turf R	emoval			(	\$	/SF	
Lake E	Bank Shaping			Ç	\$	/SF	
Seedb	ed Preparation			(	\$	/SF	
Bluegr	ass Seeding			Ç	\$	/SF	
Emerg	ent Seeding			(	\$	/SF	
Bluegr	ass Sod			Ş	\$	/SF	
	c. Ro are	SF Erosion B  c. Rough Areas Seedi area that does not reSF BluegrassSF Emergent  d. Bluegrass Sod – Fir  GRASSIN  BID  PERFORMANCE AND  E	SF Erosion Blanket @ S  c. Rough Areas Seeding – Fine garea that does not receive sod. SF Bluegrass @ \$ SF Emergent @ \$  d. Bluegrass Sod – Fine grade are GRASSING TOTAL  BID SUBTOTAL  BID SUBTOTAL  BASE BID  PRICES  e following as unit prices. These priced ditions or deletions.  Turf Removal  Lake Bank Shaping  Seedbed Preparation  Bluegrass Seeding  Emergent Seeding	SF Erosion Blanket @ \$  c. Rough Areas Seeding – Fine grade and seed area that does not receive sod. SF Bluegrass @ \$/SF SF Emergent @ \$/SF  d. Bluegrass Sod – Fine grade and sodding of a GRASSING TOTAL  BID SUBTOTAL (I to VIII)  PERFORMANCE AND PAYMENT BOND  BASE BID TOTAL (I to IX)  PRICES  e following as unit prices. These prices shall prevaleditions or deletions.  Turf Removal  Lake Bank Shaping  Seedbed Preparation  Bluegrass Seeding  Emergent Seeding	SF Erosion Blanket @ \$SF \$  c. Rough Areas Seeding – Fine grade and seeding of all area that does not receive sod. SF Bluegrass @ \$/SF \$ SF Emergent @ \$/SF \$  d. Bluegrass Sod – Fine grade and sodding of all areas as GRASSING TOTAL \$  BID SUBTOTAL (I to VIII) \$  PERFORMANCE AND PAYMENT BOND \$  BASE BID TOTAL (I to IX) \$  PRICES  e following as unit prices. These prices shall prevail in the eviditions or deletions.  Turf Removal \$  Seedbed Preparation \$  Seedbed Preparation \$  Emergent Seeding \$  Emergent Seeding \$  Seedbed Seeding \$  Seedbed Seeding \$  Emergent Seeding \$  Seedbed Seeding \$  Seedb	SF Erosion Blanket @ \$/SF \$	SF Bluegrass @ \$

Cant	vo sto v		
Cont	ractor:actor:		
Phon	e:		
Proje Locat Pre-B Bid D	ue Date: 02/20/2023 @ 1:00 pm. 410 N Arlington Fct: Arlington Lakes Golf Course Pond Bank Stabilization: 1211 S. New Wilke Rd. Arlington Heights, IL id Meeting: 02/13 @ 10am @ 1211 S. New Wilke Rocuments: Drawings and Specifications 02/02/2023ct Schedule: 03/01/2023-06/30/2023	d. Arlington Heights, IL	
l <b>.</b>	CONTRACTOR MOBILIZATION	\$	
II.	EROSION CONTROL & STAKING/ LAYOUT	\$	
III.	TURF REMOVAL	\$	
IV.	SHAPING	\$	
٧.	GOLF COURSE DRAINAGE	\$ <u>N/A</u>	
VI.	IRRIGATION	\$ <u>N/A</u>	
VII.	FINISH SHAPING	\$	
VIII.	GRASSING	\$	
	BA	SE BID SUBTOTAL \$	
IX.	PAYMENT AND PERFORMANCE BOND	\$	
	BASE BID TOTAL\$		
	Base Bid in Written Form:		

**ALGC Pond Bank Stabilization** 

Site Work

## ALTERNATE BID – POND E

## I. STAKING/ LAYOUT & GPS MAPPING

	<ul> <li>Staking / Layout - Layout of proposed golf will supply original elevation bench marks.</li> </ul>	course features per plans. The Owner
	STAKING/LAYOUT LUMP SUM	\$
	STAKING/ LAYOUT TOTAL	\$
II.	<b>TURF REMOVAL -</b> Includes the disposing of extra to work commencing by the Contractor. NOTE defining / marking the limits of work. Bunker sat	erbicide in all proposed works areas prior : The Contractor is responsible for
	SF Turf Removal S	S/SF \$
	TURF REMOVAL TOTAL	\$
III.	<b>SHAPING</b> - Grading of the lake banks to achieve top of bank to water level. It is assumed that top place where topsoil is present and topsoil be reconstruction.	osoil management may need to take
	SHAPING LUMP SUM TOTAL	\$
IV.	<b>GOLF COURSE DRAINAGE</b> – Drainage pipes the plans, may be exposed during construction or repaired. If such materials are encountered, basis. That cost shall be submitted to the Owner.	and those items may need to be adjusted they will be handled on an individual cost
V.	IRRIGATION ADJUSTMENT - Irrigation pipes the plans, may be exposed during construction or repaired. If such materials are encountered, basis. That cost shall be submitted to the Owner.	and those items may need to be adjusted they will be handled on a individual cost
VI.	FINISH SHAPING - Blending of all slopes, elimentire golf course at finished grade in preparation	
	FINISH SHAPING TOTAL	\$
VII.	GRASSING - Application of all required seed, s	od and erosion control.
	a. Rough Areas Futerra TRM Mat – Installati	on of Futerra TRM Mat as shown.
	SF Futerra TRM Mat @ \$	/SF \$
	b. Rough Areas Erosion Blanket – Installation	on of Erosion Blanket as shown.
	SF Erosion Blanket @ \$	/SF \$

C.	<b>Rough Areas Seeding</b> – Fine grade and seeding of all disturbed and graded rough area that does not receive sod.						
	SF Bluegrass @ \$/SF	\$					
	SF Emergent @ \$/SF	\$					
	GRASSING TOTAL	\$					
	ALTERNATE BID TOTAL	\$					