

**Bridges of Poplar Creek Country Club  
Hole #10 Retaining Wall**

**BID DATE: November 3, 2014**

**BID TIME: 10am CST**

PREPARED BY:

HOFFMAN ESTATES PARK DISTRICT  
1685 W. Higgins Road  
Hoffman Estates IL 60169-2998  
Telephone: (847) 885-7500  
Facsimile: (847) 885-7523

## HOFFMAN ESTATES PARK DISTRICT

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October 23, 2014

Dear Bidder:

Enclosed you will find the plans, specifications and bidding materials for **Bridges of Poplar Creek Country Club Hole #10 Retaining Wall Project**. All pertinent information is included in the attached package. Please look at the specifications to make sure your products conform to the minimum standards. You will be required to have your designs pre-approved prior to bid submission. Please copy your proposal and retain one copy for your records.

I look forward to reviewing your bid proposal and working together with you on these projects. Should you have any questions or comments please contact me at 773-653-9424 or [dhugen@billycaspergolf.com](mailto:dhugen@billycaspergolf.com)

Sincerely,

*Dustin Hugen*

Dustin Hugen  
Golf Course Superintendent  
Bridges of Poplar Creek Country Club

## INVITATION TO BIDS

Sealed bids for the Bridges of Poplar Creek Country Club – Hole #10 Wall Project will be received by the Hoffman Estates Park District at our office; 1685 West Higgins Road, Hoffman Estates, Illinois 60169 until **exactly 10:00 a.m., November 3, 2014** and then publicly opened and read. Bids submitted after the closing time will be returned unopened. No oral or telephone proposals or modifications will be considered.

In order to insure that completed work is in conformance with Owner's intent, only bids from qualified and experienced Contractors who have completed similar type projects will be considered for this work.

The Hoffman Estates Park District Board of Commissioners will make the final award.

Proposals shall be submitted on the attached Form of Proposal and returned in a sealed opaque envelope plainly marked on the outside with **Bridges of Poplar Creek Country Club #10 Hole Retaining Wall Project** and name of Bidder. No bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding ninety (90) calendar days.

The Hoffman Estates Park District requires all bidders to comply with all provisions of the Park District Prevailing Wage Ordinance **O-14-03**. This ordinance specifies that no less than the general prevailing rate of wages as found by the Park District or Department of Labor or determined by a court on review shall be paid each draft type of worker or mechanic needed to execute the contract or perform the work.

The Hoffman Estates Park District may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Hoffman Estates Park District.

Bid results and the award of the bid will be published on the Hoffman Estates Park District website [www.heparks.org](http://www.heparks.org).

Sincerely,

Dustin Hugen  
Golf Course Superintendent

HOFFMAN ESTATES PARK DISTRICT

INSTRUCTIONS TO BIDDERS

1. Identification of Project

The official name and location of the project shall henceforth be known as:

**Bridges of Poplar Creek Country Club Hole #10 Retaining Wall project**

The official name and address of the project owner shall henceforth be known as:

HOFFMAN ESTATES PARK DISTRICT  
1685 West Higgins Road  
Hoffman Estates, IL 60169-2998

Bid Opening: **November 3, 2014**

Committee Approval: **November 4, 2014**

Board Approval: **November 25, 2014**

Contract Awarded: **November 26, 2014**

Commencement of Work: Commencement of paperwork shall begin immediately upon notification of award. Actual work shall commence as soon as a Village permit is obtained and as per attached schedule and shall continue with due diligence until full completion and acceptance.

2. Contract Documents

The Notice to Bidders, the Instructions to Bidders, the Drawings, the A.I.A. General Condition (by referral) the Supplementary Conditions, Specifications, the Supplied Proposal Form. The accepted Bid Sheet and certification and the Owner's Purchase Order comprise the Contract Documents. Copies of these documents can be obtained in person from the office of the Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates IL 60169-2998.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

Any interpretation made will be in the form of an amendment of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

#### 4. Bid Guarantee, Bonds and Required Paperwork

- A. A Bid Guarantee, five percent (5%), is required by the invitation for bids. Failure to furnish a Bid Guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid, in the absolute discretion of the Owner.
- B. The Bid Guarantee shall be in the form of a bid bond, postal money order, certified check, or cashier's check made payable to the Owner. Bid guarantees, other than those stated, will be returned (a) to unsuccessful bidders as soon as practicable after the award of the job; and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

#### 5. Preparation and Submission of Bids

Before submitting proposal, each bidder shall carefully examine all documents pertaining to the Work and visit the sites to verify conditions under which Work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in his bid for all contingencies. Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes (sales tax does not apply), insurance and contingencies, with overhead and profit necessary to produce a completed project, or to complete those portions of the Work necessary to produce a completed project, or to complete those portions of the Work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees and costs incurred.

No compensation will be allowed by reason of any difficulties which the Bidder could have discovered reasonably, prior to bidding.

All proposals must be made upon the Proposal Form furnished by the Owner attached hereto and should give the amounts bid for work, in numbers, and must be signed and acknowledged by the contractor. In order to insure consideration, the Proposal should be enclosed in an envelope marked "Bid Proposal for Hoffman Estates Park District – **Bridges of Poplar Creek Country Club Hole #10 Retaining Wall Project** to be received until **10:00 A.M., November 3, 2014** showing the return address of the sender and addressed to: Hoffman Estates Park District, 1685 W. Higgins Road, Hoffman Estates, Illinois 60195. Bids must be sealed, marked and addressed as directed above. Failure to do so may result in a premature opening of, or a failure to open, such bid.

The proposal submitted must not contain erasures, inter-lineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid. Unless called for, alternate bids will not be considered.

#### 6. Prices

The prices are to include the furnishing of all materials, equipment, tools, insurance, bonds, warranties, and all other 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.

#### 7. Time Schedule

The timely execution of any project is extremely important. As this work's timeliness will have a direct effect with other trade components and ultimately on the project's completion. An important factor in evaluating the bids and awarding the contract is this work's timeliness which will have a direct effect on subsequent trade or Contracts and the ultimate completion of the Project. The successful bidder will have to acknowledge that his price and proposed work will be completed according to the proposed schedule provided as part of this bid process.

#### 8. Late Bids and Modifications or Withdrawals

Bids and modifications or withdrawals thereof received at the office designated in the invitation for bids after the exact time set for opening of bids will not be considered.

#### 9. Withdrawal of Bids

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

#### 10. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

11. Award of Contract

- A. Award of Contract will be made to the lowest responsible bidder, as determined by the Board of Commissioners of the Hoffman Estates Park District, whose bid conforms to the invitation for bid.
- B. The Board of Park Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Hoffman Estates Park District.

12. Authorization to Proceed

The accepted bidder shall be issued a Purchase Order from the Owner as authorization to proceed.

13. Postponement of Date for Opening Proposals

The Owner reserves the right to postpone the date of presentation and opening of proposals and will give telegraphic notice of any such postponement to each interested party.



# **SPECIFICATIONS**

## **SUPPLEMENTARY CONDITIONS**

### **SECTION I – GENERAL**

#### **1. Application**

The General Conditions and Supplementary General Conditions shall be used in conjunction with and are a part of any and all Sections of the Specifications and all Contracts and Subcontracts that may be made for the completion of the work in all its parts as identified and described in the Contract Documents.

#### **2. Definitions**

Owner: The Hoffman Estates Park District, Board of Commissioners, Staff and its appointed Owner's Representative.

Contractor: A firm, corporation or individual with whom the Owner makes a direct Contract for the construction of all or any portion of the work.

Engineer: The authorized Representative of the Owner.

Landscape Architect Gary Buczkowski an employee of the Hoffman Estates Park District.

The words "approve", "equal to", "as directed", etc., are interpreted and will be taken to mean "to the satisfaction of the Owner." Samples shall be submitted and approvals shall be requested in ample time to avoid any delays should resubmission of an item be necessary.

#### **3. Contract Documents**

The Contract Documents shall consist of Invitation and Instructions to Bidders; the proposal, the Owner's Purchase Order, the Drawings, the Supplementary Conditions and the Specifications.

#### **4. Bonds**

With proposal, and attached thereto, each Bidder shall furnish Bid Security payable to the Owner in the amount of 5% of bid.

The successful bidder will be required to provide a 100% Performance and Payment bond from a reputable insurance source. The cost of this bond shall be figured into the base price of the project and not submitted as an alternate or extra cost.

#### **5. Payment**

Final Payment will be made only after the delivery and acceptance of the equipment in conformance with the plans and specification and upon proper invoicing along with all

waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents. Final payment will be made approximately thirty (30) days after invoicing.

## 6. Preparation of Bids

Before submitting proposal, each bidder shall examine carefully all documents pertaining to the work and visit the sites to verify conditions under which work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State, County or Local Codes, State of Labor and Material Markets, and has made due allowance in his bid for all contingencies.

Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes (**sales tax does not apply**), insurance and contingencies, with overhead and profit necessary to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner. Obtain all permits and arrange for all inspections. Pay all fees, permits and costs incurred.

No compensation will be allowed by reason of any difficulties, which the Bidder could have discovered prior to bidding.

## 7. Materials

Materials shall conform to the drawings, specifications, manufacturer's specifications for all products incorporated into the work, and all applicable standards and guidelines.

Some specific equipment and materials have been specified for use on this project to establish minimum performance requirements or desired features. To receive consideration of alternate equipment or materials, the Bidder must submit all appropriate product data and receive pre-bid approval from the Owner prior to bid. All materials are subject to the approval by the Owner both before and after incorporation in the project.

All condemned material or work shall be removed from the premises and properly disposed of.

## 8. Law Compliance

All project construction work shall comply with all State and Municipal Laws and Regulation, and with all Local Ordinances and Rules pertaining to this work. Such Laws, Regulations, Ordinances and Rules shall be considered a part of these specifications.

9. Expediting

Place orders for materials and equipment immediately upon receipt of Contract or Notice to Proceed and follow up vigorously to insure adequate and timely supply to the work. Perform all tracings and expediting actions and arrange to get workmen in the job at the proper time to avoid delays.

10. Guarantee

All Guarantees and warranties shall be as outlined in the technical specifications. Any shortages of materials shall be the responsibility of the bidder and resolved so as not to cause delays in installation or completion of the project.

11. Insurance

- a. General: All such insurance shall be purchased only from companies licensed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Insurance companies must have a minimum policy holder's rating of A+ and a financial rating of AAAAA as stated in the latest edition of Best's Insurance Guide.

The insurance coverages must be maintained by the Contractor and the Subcontractor until all work is completed by the Contractor and accepted by the Owner. If the policy is written on claims made basis, then the Contractor shall purchase such additional insurance as may be necessary to provide specified coverage to the District for a period of not less than five (5) years from the completion of the work.

- b. Automobile Liability: Contractor shall obtain at his expense and keep in force at all times during the performance of the work, Comprehensive Automobile Liability Insurance providing for bodily injury, personal injury and property damage, limits of an amount not less than \$500,000 per occurrence and \$1,000,000 per annual aggregate.
- c. General Liability Insurance: Contractor shall obtain at his expense and keep in force at all times during the performance of the work, Comprehensive General Liability Insurance providing for bodily injury, personal injury and property damage, limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

12. Labor Law

The Contractor and each and every Subcontractor performing work at the site of the project to which this Contract relates shall comply with applicable and provisions of all pertinent Federal, State, and Local Labor Laws.

### 13. Time Schedule/Major Repairs

Work under the Contract shall commence within five (5) calendar days after given "Written Notice to Proceed" by Owners (or date specified) and shall continue with due diligence until due completion.

The Contractor shall agree to a time schedule setting up order of procedure and time allowed for each branch of work. Contractor shall make every effort to adhere to these schedules, but reasonable modifications will be permitted from time to time to compensate for delays due to strikes or conditions beyond Contractor's control, exclusive of weather.

### 14. Assignment

The Contractor or any Subcontractor shall not assign the Contract nor any monies due to become due to him hereunder, to any Person, Firm, or Corporation without previous written consent of the Owner.

### 15. Extras

No extra work shall be allowed or paid for unless a Change Order is made and accepted by the Owner in writing.

### 16. Liens

No payment shall become due until the Contractor, if required, shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

### 17. Default

In case of default by the Contractor, the Owner may procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

### 18. Cancellation of Contract

If the Contractor or any of his Sub-contractors shall, in the judgment of the Hoffman Estates Park District, be unable to carry on the work satisfactorily, or if the Contractor or any of his Sub-contractors shall violate any of the provisions of this contract, or in case of bankruptcy of the Contractor, or failure of the Contractor to pay for supplies or workmen, or a work-stoppage, or a failure by the Contractor to provide sufficient workmen or

sufficient material for the job, the Owner may serve written notice upon the Contractor and his Surety of his intention to terminate the Contract, and, if within seven (7) days after the service of such notice, the Contractor or the Sub-contractor or the Surety have not proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Owner, this Contract shall cease and terminate and the Owner shall have the right to take over the work and prosecute the same to completion by Contract for the account and at the expense of the Contractor and the Surety; and the Contractor and Surety shall be liable to the Owner for any excess costs occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances, and

plants as may be on the site of the work and necessary therefore; provided, however, that in the event the Owner determines that the failure of the Contractor, Sub-contractor or Surety to carry on the work in accordance with this Contract has resulted in an emergency which will require that the Owner take over the work immediately, to avoid loss or waste of a substantial part of the work already performed, the Owner may immediately take over the work and prosecute the same at the expense of the Contractor and Surety to the extent necessary to avoid damage, and may prosecute the same at the expense of the Contractor and Surety to the extent necessary to avoid damage, and may prosecute the same to completion at the expense of the Contractor and the Surety unless within seven (7) days after the services of the above described notice, the Contractor, Sub-contractor or Surety has proceeded to carry on the work in accordance with this Contract and to the satisfaction of the Hoffman Estates Park District.

#### 19. Lien Waivers (if applicable)

Neither by partial nor final payment will the Owner be deemed to have waived any remedy for defective work or negligence on the part of the Contractor or any other portion of the Contract which, by its nature, survives after time of payment.

Supporting partial Waivers of Lien for each Subcontractor, supplier and prime contractor must accompany each request for progress payment.

Waivers must spell out exact description of work performed for which Waiver is issued and state whether dollar amount is full amount received or amount of work less retainage, held by prime contractor.

For final payment it is necessary to submit final waivers in the full amount of the Contracts for all Subcontractors, suppliers and prime contractors.

Waivers must be accompanied by a sworn statement listing Subcontractors and suppliers, the amount of their Contracts and the amount requested.

## 20. Illinois Prevailing Wage Provision

The Contractor and /or supplier doing work on the project and **on the owner's premises** shall comply with the Illinois Prevailing Wage Ordinance adopted by the Hoffman Estates Park District. The provision states that all labor required to complete the project will be paid at no less than the prevailing rate determined by the Illinois Department of Labor.

The Contractor and each subcontractor is required to provide at the time of pay request or at least once monthly, a copy of a certified payroll of labor used in conjunction with the project(s). The certification shall include each worker's name, address, telephone number (when available), Social Security Number, classification(s), and the occupation of all laborers, workers and mechanics employed by the Contractor and each subcontractor in conjunction with the project(s). The records shall also show the actual hourly wages paid in each pay period to each employee and the number of hours worked each day and in each workweek by each employee. While participating on a park project, each contractor's payroll records shall include the starting and ending times of work each day for each employee.

Should there be no request for payment presented to Hoffman Estates Park District, the Contractor shall submit the certified payroll records monthly either by mail or electronically to the Hoffman Estates Park District.

The certified payroll shall be accompanied by a statement by the Contractor or subcontractors which avers: such records are true and accurate; the hours by rate paid to each worker is not less than the general prevailing wages as required by the Prevailing Wage Act; and the Contractor or subcontractor is aware that the filing of a certified payroll that he/she knows to be false is a Class B misdemeanor. The Hoffman Estates Park District shall accept any reasonable submission by the Contractor that meets the requirement of the Prevailing Wage Act.

## PROJECT DETAILS, SCHEDULE AND SPECIAL PROVISIONS

Substantial Completion Date: April 1, 2015

### Equipment

Removal and hauling of the steel wall and hauling of excavated dirt will require travel in and around the golf course). It is of the utmost importance that the Contractor minimize damage to the golf course during hauling operations (see Haul Road plan for suggested routes). Contractor shall be responsible for documenting existing haul road conditions and restoring all haul roads back to existing condition (except for re-grassing, which will be completed by the owner). **A space has been provided in the Bid Proposal form for a listing of specialized hauling equipment that the Contractor intends to use to minimize damage.**

### Project Responsibilities

Following is the breakdown of Owner / Contractor responsibilities for this project. The **Contractor shall bid on only those items listed under Contract Responsibilities.**

#### Owner responsibilities:

- Install any necessary erosion control (silt fence).
- Pump down pond level to bottom of existing wall.
- Remove existing trees and stumps.
- Remove sand from bunker(s).
- Apply Roundup to existing turf areas within work limits.
- Rototill all turf areas within work limits.
- Remove and dispose of existing cart path.
- Cut out new cart path and stockpile topsoil (by pump building).
- Install drainage and make irrigation repairs, as needed.
- Install cart path base and asphalt.
- Provide Rosetta wall stone.
- Prepare soil for grassing following topsoil replacement.
- Apply starter fertilizer.
- Install all sand, seed, sod and erosion matting, including haul roads.

#### Contractor responsibilities:

- Remove existing wall and dispose of off-site.
- Strip and stockpile existing topsoil.
- Excavate pond banks (max 4:1) and haul excess material to mounds.
- Excavate and install base and Rosetta walls at pond outlet. (Wall stone, only, provided by Owner)
- Replace existing topsoil, including hauling of Owner-stockpiled topsoil.
- "Fine" grade topsoil to reasonable smoothness (dozer finish).
- Repair haul roads to approved finish grade.

## TECHNICAL SPECIFICATIONS

### SECTION 1 - SUMMARY OF WORK

The Contractor shall provide all labor, materials, and equipment necessary to complete all work as set forth by the drawings and specifications.

#### **1.01 DESCRIPTION**

A. Summary of Work. Perform all work as shown and specified. The work is as follows:

1. Demolition
2. Topsoil Management
3. Earthwork
4. Wall Construction

#### **1.02 QUALITY ASSURANCE**

A. Requirements. The Contractor shall be solely responsible to ensure that all work is in compliance with all applicable local, state, and federal requirements regarding materials, methods of work, public safety, and disposal of excess and waste materials.

B. Materials and Methods. The Contractor shall be responsible to ensure that materials and methods of construction shall comply with the following standards, where applicable.

1. American Society for Testing and Materials (ASTM)
2. American Association of State Highway and Transportation Officials (AASHTO)
3. National Fire Protection Association (NFPA)
4. American Concrete Pipe Association (ACPA)
5. National Electrical Code (NEC)
6. National Sanitation Foundation (NSF)
7. The Irrigation Association (IA)
8. American Sod Producers Association (ASPA)
9. American Standard for Nursery Stock (ASNC)
10. Asphalt Institute (AI)
11. National Crushed Stone Association (NCSA)
12. American Concrete Institute (ACI)

C. Installation of Manufactured Articles. Installation of all manufactured articles shall be in accordance with the recommendations of the manufacturer. Where necessary to the proper operation of the manufactured items, and in all cases where required by the specifications, the manufacturers will furnish a factory trained service engineer to supervise the installation and start the operation of the article. Where factory supervision is a requirement for the furnishing of the required warranties, it will be provided whether stated in the specifications or not.



### **1.03 SITE EXAMINATION**

- A. Examination of Site.** Bidders shall, with representative of Owner, visit site of proposed work and fully acquaint themselves with conditions as they exist, so that they may fully understand the facilities, difficulties, and restrictions attending the execution under the contract. Bidders shall also thoroughly examine and be familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or to visit the site (s) and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that they have examined the site(s) and contract documents, and where the contract documents require in any part of the work a given result to be produced, that the specifications and drawings are adequate and the required result can be produced under the specifications and drawings.

No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary investigations, will be accepted as an excuse for any failure or omission on the part of said contractor to fulfill in every detail all of the requirements of said contract, specifications, and plans, or will be accepted as basis for any claims whatsoever, for extra compensation. Upon application, all available information in the possession of the Owner will be shown to the bidders, but the correctness of any such information is not guaranteed.

### **1.04 PROJECT CONDITIONS**

- A. Existing Conditions.** Prior to and during the performance of the work, inspect and note surface and subsurface conditions on site and as presented by drawings and specifications. Notify Owner of conflicts or discrepancies prior to commencing or continuing site construction. Examine proposed construction areas and conditions of construction. Do not start or continue construction work until unsatisfactory conditions are corrected.
- B. Existing Utilities and Services.** Underground and surface utility lines and services are indicated on the drawings, according to best available information. Contractor shall locate and identify existing underground and overhead services and utilities within contract limit work areas. Provide adequate means of protection for utilities, services, and on-site improvements designated to remain. Perform construction work near utilities and services by hand. Repair utilities, services, and site improvements damaged during construction at Contractor's expense.

### **1.05 USE OF SITE**

- A. Protection of Site Facilities.** Protect existing building, paving, and other facilities on site and adjacent to site from damage caused by site construction work. Restore to original grade and condition, those areas adjacent to site having been disturbed or damaged during site construction. Cost of repair and restoration of disturbed or damaged areas to be at Contractor's expense.

- B. Existing Trees and Vegetation.** All existing trees and vegetation scheduled to remain, shall be protected against injury or damage resulting from construction in a manner approved by the Owner. This shall include protection from injury or damage caused by cutting, breaking, or skinning of roots, trunks, or branches. Also included is the smothering or compaction of root zones caused by stockpiling construction materials or excavated materials, vehicular traffic, and the contamination of plant material or root zones with harmful materials or chemicals.
1. Repair trees or vegetation damaged by construction operations in a manner acceptable to the Owner. Repair trees or vegetation promptly to prevent continued deterioration caused by damages.
  2. Replace trees damaged beyond repair by construction operations, as determined by Owner, with trees of similar size and species. Cost of tree replacement shall be determined in accordance with the Tree Evaluation Formula as described in "A Guide to Professional Evaluation of Landscape Trees, Specimen Shrubs, and Evergreens," published by the International Society of Arboriculture.
  3. Repair and replacement of trees damaged by construction operations due to lack of adequate protection during construction operations, shall be at Contractor's expense.
- C. Excavation and Structure Protection.** Protect excavations or adjacent structures including utility service lines; by shoring, bracing, sheeting, underpinning, or other methods, as required to prevent cave-ins or loose dirt from entering excavation. Barricade open excavations and post warning lights at work being performed adjacent to public streets or walks.
- D. Protection of Work.** Protect all work, whether in progress or complete from adjacent work, pedestrians, or vehicular traffic. Provide temporary barricades and warning lights as required from protection of project work and public safety.

## **1.06 SITE ACCESS**

- A. Occupancy of Premises.** The Owner shall retain the right to occupy the premises and adjacent facilities during the entire period of construction. Construction operations shall permit Owner's use of the premises and performance of normal operations where feasible.
- B. Project Scheduling.** When portions of the work are to be performed by separate prime contractors, the Owner shall provide project coordination and scheduling with representatives from each party.
- C. Separate Contractors.** When required by concurrent scheduling of construction by separate contractors, the site shall be equally accessible to all parties. Access shall not be restricted by any contractor except as deemed necessary due to scope of work and agreed upon by the Owner.

D. Temporary Services. Provide all temporary services as listed below:

**1. Water -**

- a. The Contractor shall obtain and pay for all permits or other sanctions required to furnish temporary water on the job site.

**2. Light and Power -**

- a. The Contractor shall install and pay for all such electrical materials as may be required for the temporary operation of equipment, temporary lighting purposes, and construction use during the entire construction period, and remove these items when no longer required.

E. Access Roads. Construction and use of access roads must be approved by the Owner. The Contractor will be liable for any damage to property other than the designated access roads and working areas. The designated access roads will be the responsibility of the Contractor in that they will repair the damage caused by trucks, tractors, etc. and by storage of materials.

F. Work Area. The Contractor shall confine their apparatus, storage of materials, and operations of their workmen to limits as required by the Owner, and shall not unreasonably encumber the premises with their material.

**SECTION 2 - SUBMITTALS**

The Contractor shall provide all labor, materials, and equipment necessary to provide submittals to Owner, as set forth by the contract documents.

**2.01 PROJECT ADMINISTRATION**

- A. Progress Schedule. The Contractor shall submit to the Owner a construction schedule for the work. This schedule shall be in bar graph form based upon line items as presented in the bidders documents.
- B. Application For Payment. The Contractor shall make all applications for payment per the direction of the Hoffman Estates Park District.

**2.02 STONE WALL CONSTRUCTION (See drawings for Rosetta Stone details)**

**SECTION 3 - QUALITY CONTROL**

The Contractor shall provide all labor, materials, and equipment necessary to complete all quality control requirements as set forth by the contract documents. All work shall be subject to observation and final approval by the Owner.

### **3.01 PERFORMANCE OF WORK**

- A. Experienced Workmen. All work performed under this contract shall be completed by experienced workmen familiar with all procedures necessary to complete the work as specified by the contract documents. All work shall be performed under the supervision of a qualified supervisor.

### **3.02 EARTHWORK**

- A. All grades and materials furnished for rough grading operations shall be subject to observation by the Owner. After establishment of proper elevations, the Contractor shall furnish all assistance necessary to verify grades. No placement of topsoil will be permitted until subgrades are observed.

### **3.02 DRAINAGE**

- A. Prior to final backfilling and grading, test all existing drainage tiles and basins within the work zone to ensure a free flowing subdrainage system. Remove obstructions, replace damaged components, and retest system as required. All work shall be subject to random observation by the Owner. The Contractor shall furnish all assistance necessary to observe work.

### **3.03 STONE WALLS (See drawings for Rosetta Stone details)**

## **SECTION 4 - MATERIAL SPECIFICATIONS**

The Contractor shall provide all labor, materials, and equipment necessary to submit, furnish, and install materials as required by the drawings, specifications, and contract documents.

### **4.01 MATERIAL COMPOSITION**

- A. Fill Material. All fill materials shall contain no sod, brush, roots, or other perishable materials. All fill materials shall be free of stones larger than four (4) inches in diameter, and shall not contain trash or debris from other construction operations.
- B. Subgrade Fill. Subgrade fill shall be inert subsoil material free of organic matter, rubbish, debris, and rocks greater than 4" in diameter.
- C. Backfill Material. All backfill material shall contain no sod, brush, roots, or other perishable materials. Backfill material shall be free of clods or stones larger than 2" in diameter.
- D. Topsoil Material. Topsoil material shall consist of a sandy loam silt, or loam with sufficient amounts of organic material to start and maintain plant growth as determined by the Owner. Topsoil material shall be free of excess quantities of clay, hard lumps, roots, grass, stones, and other foreign materials.

## **SECTION 5 - PROJECT CLOSE OUT**

The Contractor shall provide all labor, materials, and equipment necessary to complete all project close out requirements as set forth by the drawings and specifications.

### **5.01 WARRANTIES**

- A. Guarantee.** Except as otherwise specified in the contract documents, the Contractor shall guarantee workmanship and materials for a period of one (1) year, from date of final acceptance by the Owner. The work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defects due thereto, and shall pay all expenses for damage to other work resulting therefrom.
1. If specifications provide for methods of construction, installation, materials, etc. for which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to inform the Owner in writing before submitting their bid. Otherwise, the Contractor shall be responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.
- B. Earthwork.** The Contractor shall guarantee all in place earthwork to be free from heaving or settling due to use of unsatisfactory material, methods of construction, or inadequate compaction. Should the Owner determine it necessary to adjust the grade, the Contractor shall remove the sod, regrade as necessary, and replace the soil and sod. This no settlement clause shall extend over the entire period of the Contractor's guarantee of the job.

### **5.02 MAINTENANCE AND FINAL REVIEW**

- A.** The Contractor shall maintain all completed work, installed materials, and other portions of the contract until completion and acceptance of each stage of construction. Field review to determine acceptance of completed construction will be made by the Owner and accepted subject to compliance with the contract documents.

### **5.03 PROJECT CLEAN-UP**

- A. Clean-up.** Contractor shall perform project cleaning during construction and upon completion of construction. The Contractor shall remove from site all excess material, debris, and equipment. Repair any damage resulting from construction operations and prior to final acceptance by the Owner, and complete all clean-up operations.

## 5.04 DISPOSAL OF WASTE MATERIALS

- A. Waste Material Disposal. Stockpile, haul from site, and legally dispose of waste materials; including excess excavated materials, rock, trash, and debris. If permitted by Owner, waste materials may be transported to a designated disposal area on-site.
- B. Disposal Routes. Maintain disposal routes clear, clean, and free of debris.
- C. Burning of Material. If permitted by local or state regulations, the burning of combustible cleared materials on-site is permissible. If on-site burning is not permitted, dispose of material off-site or in designated area.
  - 1. Burn in only the locations as directed.
  - 2. Burn materials as work progresses.
  - 3. Unguarded fires are not permitted.
  - 4. Perform burning operations in strict accordance with applicable local or state requirements.
  - 5. Burning of poison oak, poison ivy, or plants of similar nature is prohibited.
  - 6. Ashes will be buried on-site in areas designated by Owner.

## SECTION 6 - SITE PREPARATION

The Contractor shall provide all labor, materials, and equipment necessary to complete all Site Preparation as set forth by the drawings and specifications.

### 6.01 DESCRIPTION

- A. Site Preparation Work. Perform site preparation work as shown and specified. The work includes:
  - 1. Protection of existing underground and overhead services and utilities.
  - 2. Protecting existing trees to remain.
  - 3. Stripping and stockpiling topsoil.
  - 4. Removing designated site improvements.

### 6.02 STRIPPING TOPSOIL

- A. Stripping Topsoil. Strip topsoil to minimum six (6) inches in depth in all areas to be regraded, resurfaced, paved, or disturbed within contract limits work area and as provided for in drawings. **Owner to provide additional topsoil (approx. 130 cy), stockpiled near the existing irrigation pump building, which the Contractor shall haul and spread in work zones to supplement localized stripping.**
- B. Topsoil Stockpile. Stockpile topsoil in a location acceptable to the Owner for placement during finish grading and preparation of roughs, fairways, or planting beds.
  - 1. Stockpiled topsoil shall be free from trash, brush, stones over three (3) inches diameter, and other foreign matter.

2. Grade and slope stockpiles to maintain drainage and to prevent erosion.
3. No topsoil shall be removed from the site without written approval of Owner.
4. All stockpile areas located outside of the construction limits shall be restored to original conditions.

### **6.03 SITE IMPROVEMENTS**

- A. Existing Utilities or Services. Perform work and provide necessary materials to disconnect or relocate existing utilities or services as indicated. Submit to Owner a record of existing termination points before disconnecting.

## **SECTION 7 - EARTHWORK**

The Contractor shall provide all labor, materials, and equipment necessary to complete all Earthwork as required by the drawings and specifications.

### **7.01 DESCRIPTION**

- A. Earthwork. Perform earthwork as shown and specified. The work includes:

1. Site grading and filling to elevations and profiles as approved by Owner.
2. Subgrade preparation for walls.
3. Topsoil placement and finish grading.
4. Provide and place base under walls.
5. Layout of work to be performed.

### **7.02 PREPARATION**

- A. Layout of Work. Prior to any grading operations, all excavation and fill area shall be staked in the field showing slope stakes, boundary stakes, cut stakes, fill stakes, etc. as required to layout and control the work.

### **7.03 SITE GRADING**

- A. Grading Requirements. Perform grading within contract limits, including adjacent transition areas, to new elevations, levels and profiles as shown by construction drawings and/or approved by Owner. Provide subgrade surfaces parallel to finish surface grades. Provide uniform levels and slopes between new graded elevations and existing grades.
- B. Subgrade. Grade surface to provide drainage away from site structures and golf course features, and to prevent ponding and pockets in surface drainage. Provide subgrade surface free from irregular surface changes and as follows:

## 7.04 EXCAVATING

- A. Excavation. All on-site excavation of materials encountered within the project area shall be performed to the subgrade lines and grades approved by Owner. In the event that excavations are made below the subgrade elevations, the Contractor shall replace the excavated material in horizontal lifts not to exceed eight (8) inches (loose measurement) as specified for embankments. Placed material shall be compacted to a degree consistent with surrounding undisturbed material. Excavate unsatisfactory soil materials extending below required elevations to depth as approved by Owner. Replace with suitable backfill material per Material Specifications in horizontal lifts not to exceed eight (8) inches (loose measurement). Placed material shall be compacted to a degree consistent with surrounding undisturbed material.
- B. Excavation for Walls and Cart paths. Excavate for walls per general elevations and grades indicated on wall detail. If required by drawings and specifications, excavate to provide for placement of base material.

## 7.05 DRAINAGE

- A. Drainage. Provide necessary pumps and drainage lines to maintain excavated area free of water, ice, and snow during construction operations. Provide drainage of the working area at all times.

## 7.06 EMBANKMENT

- A. Fill Material. All fill materials shall comply with Material Specifications.
1. Fill shall be loosely placed in horizontal lifts so that the successive lifts shall blend together. The maximum thickness per lift of compacted fill shall not exceed 8 inches.
  2. Each layer of fill shall be compacted evenly and densely by distributing the movement of the construction equipment uniformly over the entire embankment area.
  3. The material in each layer shall have the proper moisture content to obtain compaction. When too dry, water shall be added; when too wet, the material shall be aerated.
  4. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than 8 inches thickness before being compacted.
  5. Suspend fill operations when satisfactory results cannot be obtained because of environmental or other unsatisfactory site conditions. Do not use muddy or frozen fill materials. Do not place fill material on muddy or frozen subgrade surface.
  6. Maintain adequate drainage of rainwater and prevent ponding of surface water in pockets. When fill placement is interrupted by rain, remove wet surface materials or permit materials to dry before placement.
- B. Soil Stabilization. When exposed subgrade surfaces become spongy during construction operations and soil stabilization is required, stabilize subgrade materials as directed by a Soil Engineer. Soil stabilization will be paid for as a change in work. Obtain Owner's written authorization before performing soil stabilization work.



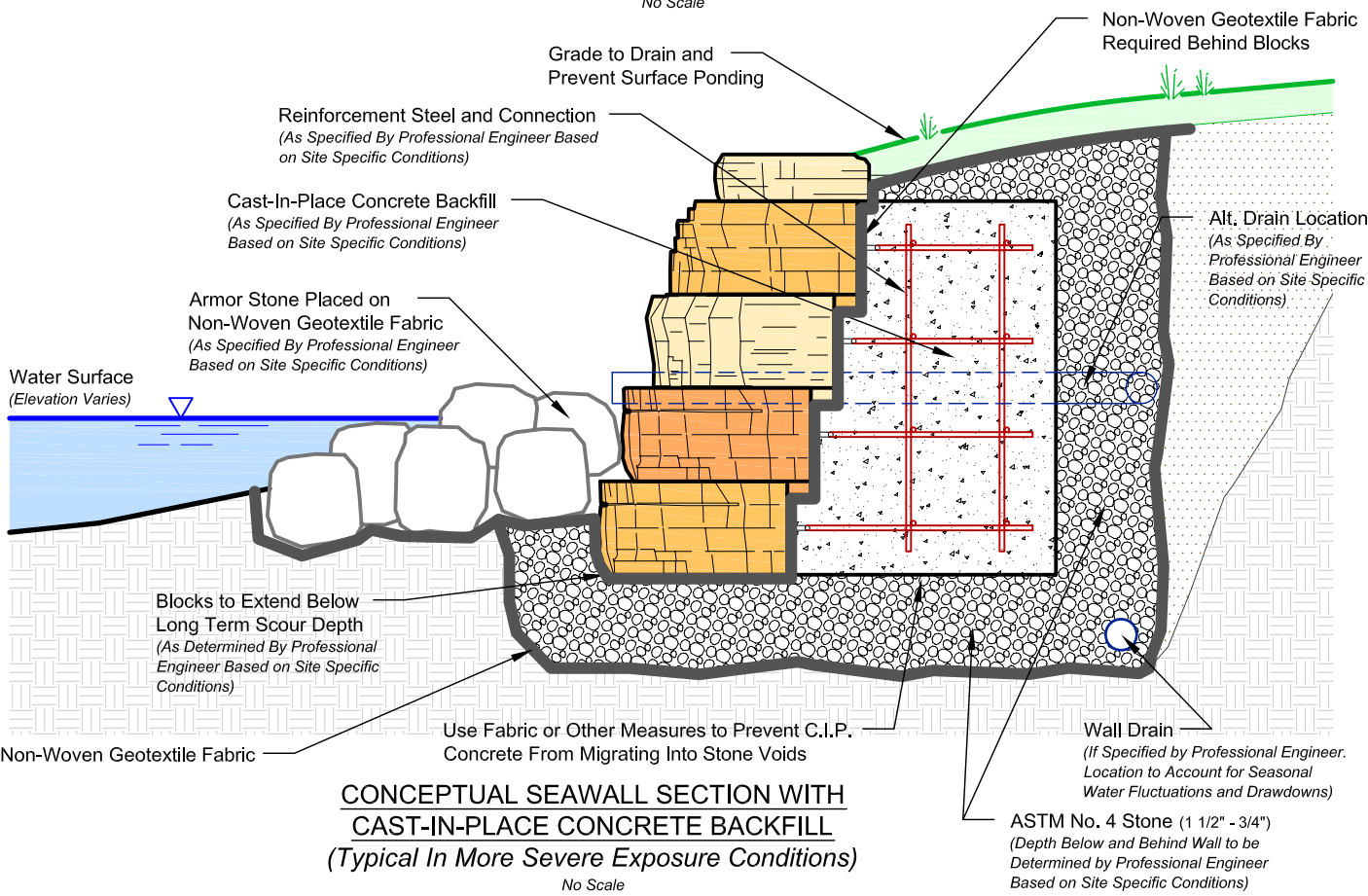
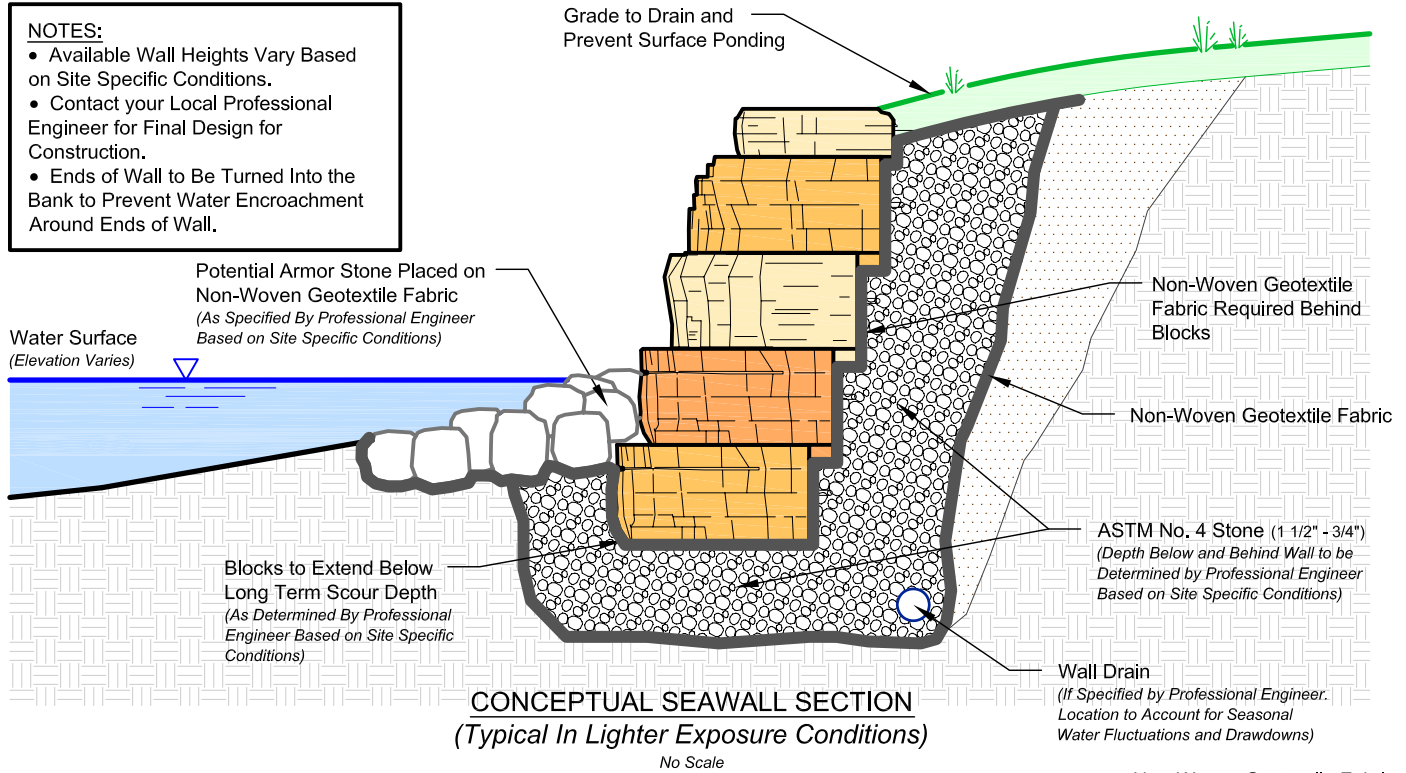
- C. Settlement Areas. Fill and compact all areas of settlement to proper grade before subsequent construction operations are performed.
- D. Backfilling. Place backfill materials in uniform layers no greater than 8" loose thickness over entire backfill area.
1. Use hand tamping or vibrating compactors at foundation walls, retaining walls, and similar locations. Do not use large rolling equipment adjacent to foundation walls and retaining walls.
  2. Do not backfill against foundation walls or retaining walls until walls for bearing surface have reached design strength or are properly braced, and backfilling operations approved by Owner. Provide suitable backfill materials compliant with Material Specifications. Place and compact backfill in maximum 8-inch lifts.

## 7.07 FINISH GRADING

- A. Topsoil Replacement. Uniformly distribute and spread stockpiled topsoil to a minimum compacted depth of 6 inches. Use loose, dry topsoil. Do not use frozen or muddy topsoil. Place during dry weather.
1. No spreading of topsoil will be permitted until subgrade is approved by Owner.
  2. Fine grade topsoil to eliminate rough and low areas ensuring positive drainage. Maintain levels, profiles, and contours of subgrade as shown or specified on working drawings.
  3. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 2 inches or larger in any dimension and all other debris. Provide surface suitable for soil preparation as specified for seeding and sodding work.
  4. Soil compacted by construction equipment or soil on compacted slopes or grades shall be scarified to a minimum depth of 2 inches before applying topsoil; to blend the topsoil in, eliminate a layering effect, and reduce erosion and sloughing away.

**NOTES:**

- Available Wall Heights Vary Based on Site Specific Conditions.
- Contact your Local Professional Engineer for Final Design for Construction.
- Ends of Wall to Be Turned Into the Bank to Prevent Water Encroachment Around Ends of Wall.



DRAWN BY:  
J. Johnson  
APPROVED BY:  
DATE:  
05/08/08  
SHEET NO. :  
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TITLE:  
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