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# **SPECIFICATIONS    MANUAL**

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## **Front Parking Lot Repairs**

**For The**

## **Belvidere Park District**

**Belvidere, Illinois**

**Boone County**



**June 2022**



## **INFORMATION FOR BIDDERS**

### **1. Receipt and Opening Bids**

The Belvidere Park District, (herein called the "Owner") invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Belvidere Park District, 1006 W. Lincoln Ave., Belvidere, IL 61008 by 10:00 a.m., Tuesday, July 19, 2022, then at 10:01 a.m., July 19, 2022, the bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Belvidere Park District, 1006 W. Lincoln Ave., Belvidere, IL 61008 and designated as Bid for Belvidere Park District – FRONT PARKING LOT REPAIRS

### **2. Description of Work**

The work required under this specification includes all labor, materials, equipment, and services necessary to perform concrete sidewalk removal and replacement, surface and full-depth asphalt path removal, aggregate base re-shaping, full depth path construction, concrete curb and gutter removal and replacement, vegetation and landscape material removal, light fixture removal, grading, restoration, and related work in accordance with the construction plans.

All material that needs to be removed shall become the property of the contractor and shall be his responsibility to remove from site.

The Contractor shall comply with the applicable Illinois Environmental Protection Agency and State of Illinois rules and guidelines governing removal of material.

The Contractor shall verify all measurements, and identify materials and other conditions affecting the work before proceeding with the work. Please note that this bid will be awarded on a lump sum basis and individual units will not be measured for payment.

### **3. Preparation of Bid**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in ink or typewritten.

The bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The Contractor assumes full responsibility for his bid being received on time at the specified location. The Owner assumes no responsibility for any courier service, UPS delivery, U.S. mail delivery or any other method of bid submittal.



#### **4. Qualifications of Bidders**

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

#### **5. Bid Security**

The bid must be accompanied by a bank's cashier check, certified check or check of the bidder, or a standard bid bond, duly executed by the bidder as principal and having a surety thereon a surety company approved by the Owner, in the amount of 5% of the bid.

#### **6. Addition/ Deletion of Quantities**

After the contract is bid and before it is awarded, the Park District may elect to add or delete quantities in order to meet the budget available for this project.

#### **7. Awarding of Bid**

Award of the successful bidder will be made at a regularly scheduled Park District Board meeting at 5:00 p.m., July 26, 2022.

#### **8. Liquidated Damages for Failure to Enter Into Contract**

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

#### **9. Construction Schedule**

The work required under this contract including but not limited to all construction and clean up shall be fully completed within 30 working days of notice to proceed.

The Contractor shall not knowingly commence operations on the site or elsewhere prior to the effective date of insurance required to be furnished by the Contractor. The date of commencement of the work shall not be changed by the effective date of such insurance.



#### **10. Conditions of Work**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

#### **11. Construction Permits**

All required permits and fees for the project shall be the responsibility of the Contractor and shall be satisfactorily obtained by the Contractor so as not to cause any delay to the project.

#### **12. Payments and Lien Wavers**

Payments will be made to the Contractor on the basis of estimates approved by the Owner. Lien waivers will be required from the Contractor before final contract payments will be made by the Owner. Five percentage retainage will be withheld from each progress pay estimate due the Contractor. The final pay estimate will not hold back a retainage.

#### **13. Contract and Contract Bond**

The forms of Contract and Contract Bond are included in these specifications. The successful bidder shall execute the Contract and furnish the Contract Bond within 10 days of receipt of Notice of Award of the Contract for the parts awarded to the bidder.

#### **14. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable state laws, county ordinances, and the rules and regulations of all authorizes having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **15. Obligations of the Bidder**

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans; specifications; material, construction and insurance requirements; and contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

#### **16. Prevailing Wages**

The Contractor shall be required to pay the current prevailing wage rates as established in Boone County. The Owner shall receive from the Contractor a copy of the weekly wage statements as paid by the Contractor.



#### **17. Schedule of Values**

The Contractor shall submit a sworn statement of persons furnishing materials and labor before any payments are required to be made the Contractor or to his order. Prior to the commencement of the work, the Contractor shall deliver to the Owner a Contractor's sworn statement duly executed and acknowledged listing all Subcontractors together with a similar sworn statement of each Subcontractor and, where applicable, from Subcontractors.

#### **18. Taxes**

The Owner is exempt from all applicable federal, state and local sales tax. Retail sales tax shall not be included in the contract amount.

#### **19. Insurance Requirements**

Insurance requirements, as stated within this proposal, shall be purchased and maintained by the Contractor.

Owner's Protective Insurance shall be purchased and maintained and shall name the OWNER, ITS OFFICERS AND EMPLOYEES and the ENGINEER, ITS OFFICERS AND EMPLOYEES as an additional insured.

If an accident occurs during the course of the construction, and the Owner or Engineer is named as an additional defendant in any resulting litigation, the Contractor shall notify the Owner and the Engineer. The Owner and Engineer, as named insured's, will "tender the defense" of the claim to the Contractor's insurance company for coverage within the limits of the policy's liability.

RETURN WITH BID



County Boone  
Local Public Agency Belvidere Park District  
Section Number Front Parking Lot Repairs  
Route \_\_\_\_\_

**SIGNATURES**

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_  
President

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert Names of Officers



President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary





**Local Agency  
Proposal Bid Bond**

Route \_\_\_\_\_  
County Boone  
Local Agency Belvidere Park District  
Section Front Parking Lot Repairs

**RETURN WITH BID**

**PAPER BID BOND**

WE \_\_\_\_\_ as PRINCIPAL,

and \_\_\_\_\_ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_

**Principal**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature and Title)

By: \_\_\_\_\_  
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

**Surety**

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

( Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
(Notary Public)

**ELECTRONIC BID BOND**

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

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Electronic Bid Bond ID Code

\_\_\_\_\_  
(Company/Bidder Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
Date





## Contract

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month and Year  
between the \_\_\_\_\_ of \_\_\_\_\_  
acting by and through its \_\_\_\_\_ known as the party of the first part, and  
\_\_\_\_\_ his/their executors, administrators, successors or assigns,  
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for  
Section Front Parking Lot Repairs, in Belvidere Park District,  
are essential documents of this contract and are a part hereof \_\_\_\_\_  
Date
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.
- Attest: \_\_\_\_\_ The \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_  
Clerk By \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Party of the First Part  
*(If a Corporation)*  
Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
President Party of the Second Part  
*(If a Co-Partnership)*
- Attest: \_\_\_\_\_  
\_\_\_\_\_  
Secretary
- \_\_\_\_\_  
Partners doing Business under the firm name of  
\_\_\_\_\_  
Party of the Second Part  
*(If an individual)*  
\_\_\_\_\_  
Party of the Second Part



## Contract Bond

Route \_\_\_\_\_  
County Boone  
Local Agency Belvidere Park District  
Section Front Parking Lot Repairs

We , \_\_\_\_\_

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of \_\_\_\_\_ ,  
as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the  
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

**PRINCIPAL**

<p>_____ (Company Name)</p> <p>By: _____ (Signature &amp; Title)</p> <p>Attest: _____ (Signature &amp; Title)</p>	<p>_____ (Company Name)</p> <p>By: _____ (Signature &amp; Title)</p> <p>Attest: _____ (Signature &amp; Title)</p>
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(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public **(SEAL)**

**SURETY**

<p>_____ (Name of Surety)</p>	<p>By: _____ (Signature of Attorney-in-Fact)</p>
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STATE OF ILLINOIS.

**(SEAL)**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public **(SEAL)**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest:

<p>_____ Clerk</p>	<p>_____ (Awarding Authority)</p> <p>_____ (Chairman or President)</p>
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## **GENERAL PROVISIONS**

1. Accident Prevention and Safety Measures: The Contractor shall comply with OSHA Part 1926, Construction Standards, and Interpretations in effect on the date of issuance of the invitation for bids and with the Soil Conservation Supplement to OSHA Part 1926.
2. Performance of work by Contractor: There are no minimum requirements on the percentage of the project performed by the prime contractor. So long as the prime contractor can meet the require bonding and insurance requirements for the project, they are eligible to bid and manage the project.
3. Superintendence by Contractor: Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner and the Engineer, on the work at all times during working hours with full authority to act on the Contractor's behalf. All agreements, change orders, etc. agreed to by the Superintendent shall be final. In the event the Contractor fails to have a Superintendent on the job, he shall accept, as final, all quantities for payment as determined by the Engineer, and the Contractor shall waive all rights of recourse with the Owner and/or the Engineer. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Final Payment: After final inspection and acceptance by Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in this Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payments to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under any by virtue of this Contract.

The Owner, before paying the final estimate, will require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The Owner, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contact.

Withholding of any amount due the Owner under "Liquidated Damages" shall be deducted from the final payment due the Contractor.

5. Technical Specifications and Drawings: Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

6. Shop Drawings: All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Owner in three copies for approval sufficiently in advance of requirements to afford ample time for checking, including time of correcting, re-submitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

If the shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approve in the interest of the Owner to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the Owner under the Contract and surety bond or bonds."

7. Materials and Workmanship: Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information concerning all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed herein.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or subordinate.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, or a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced on the items involved.

The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

8. Care of Work: The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall, likewise, act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, traffic signals and wiring, etc., and he shall at his own expense completely repair damage thereto caused by his operations.

9. Accident Prevention: No laborer or mechanic employed in the performance of this Contractor shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of the applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of the course of employment on work under the contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

10. Use of Premises: The Contractor shall confine his equipment, storage of materials, and construction operations to the Contact Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

11. Removal of Debris, Cleaning, Etc.: The Contractor shall periodically or as directed during the progress of the work, remove and legally dispose of all debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

12. Inspection: All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on the Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge, therefore. If the Contractor fails to proceed at one with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contract, without prejudice to any other rights or remedies of the Owner.

The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay

the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so required by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction.

Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements to the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project site.

Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished, or work performed not in strict accordance with the Contract.

13. Final Inspection: When the Improvements embraced in this Contract are substantially complete, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

14. Deduction for Uncorrected Work: If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.



## **SPECIAL PROVISIONS**

The "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation of the State of Illinois and adopted by said Department on April 1, 2016, and the Supplemental Specifications prepared by the Department of Transportation of the State of Illinois and adopted on January 1, 2021, by said Department to supplement the "Standard Specifications for Road and Bridge Construction", shall govern the bidding, construction and execution of the proposed project. Where the term "Department" appears in the Specifications, the "Belvidere Park District" shall be substituted therefore, and where any term for employee of the department is used, the designated Belvidere Park District employee shall be substituted, therefore.

Herein after the terms "Owner", "Ownership", "Engineer", or any derivatives of such shall mean the Belvidere Park District or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

The following Special Provisions supplement the said specifications and, in case of conflict with any part or parts of said specifications, these Special Provisions shall take precedence and shall govern: Note that these provisions are descriptive for construction guidance but that the project consists of a lump sum bid.

### **SECTION 1 – GENERAL**

#### **DESCRIPTION OF WORK**

The project will consist of all labor, materials, equipment, and services necessary to perform concrete sidewalk or pavement removal and replacement, bridge removal and replacement, heated sidewalk installation, surface and full-depth asphalt path removal, aggregate base re-shaping, full depth path construction, concrete curb & gutter removal and replacement, vegetation and landscape material removal, light fixture removal, grading, topsoil placement, and related work in accordance with the construction plans at Belvidere Park within the Belvidere Park District.

Alternate #1 work consists of all restoration work other than topsoil placement, including seeding, mulch, erosion control blanket, and all trees and plantings as shown on the landscape plan.

#### **PRE-BID MEETING**

A non-mandatory pre-bid meeting will be held on Tuesday, July 12, 2022 @ 10:00 a.m. Meet at the front entrance to the Park District Offices at 1006 W. Lincoln Ave.

#### **TRAFFIC CONTROL**

The project limits are within an existing park with public use allowed during all daylight hours. The contractor shall include the necessary traffic and pedestrian controls as needed for the duration of the project or as necessary to complete his work and this shall be incidental to the project. At a minimum, any unsafe conditions shall be protected from

## **SPECIAL PROVISIONS**

park users during construction. The Contractor will be allowed to close sections of the path, related facilities, or park as necessary, with advance approval of the Owner. Examples of traffic control measures required might include, barricades or snow fencing to restrict access and barricades or drums along any adjacent path, park road, parking lot, public street, or other paved staging area.

### **REFERENCES**

The Belvidere Park District will require from the apparent low bidder three (3) references of projects of similar type of work within the past three (3) years. Failure to supply reference and/or having performed work of this type as determined by the Belvidere Park District shall be cause of rejection of bid by the Belvidere Park District. All contractors shall include references with their returned bid.

### **CONTRACT SUBLETTING-COOPERATION AMONG SUBCONTRACTORS**

It shall be the responsibility of the Contractor to ensure full cooperation among the subcontractors doing work on the project.

All subcontractors to be utilized by the Contractor shall provide Ownership with a Project Specific Certificate of Insurance naming Belvidere Park District as additional insured prior to commencement of work by said subcontractor.

### **CONSTRUCTION LAYOUT**

Contractor to include construction layout in his bid but shall use the Owner's engineer, Arc Design Resources, for this work to maintain continuity on the project. Contractor to include a Construction Layout allowance of \$3,000.00 for the base bid work for this project and shall hire Arc Design Resources directly for this work.

### **EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS**

Ownership does not guarantee the completeness or accuracy of the information shown on any plans regarding gas and water mains, sewers, inlets, buffalo boxes and power lines, poles or any other existing utilities or drainage structures. The contractor shall make their own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before commencing work. The Contractor shall report to the Owner any omissions or differences in location from that shown on any project plans. Care should be taken while working near these utilities to prevent their damage.

## **SPECIAL PROVISIONS**

### **SECTION 2 - SPECIAL PROVISIONS**

#### **MOBILIZATION**

Refer to Article 671.02 of the Standard Specifications and delete this paragraph in its entirety. There shall be no mobilization payments made on this Project.

#### **SAW CUTTING**

Work shall consist of sawing existing pavements to such a depth that when the pavement is removed, a clean neat edge will result with no spalling of the remaining pavement. Saw cutting shall be performed at all locations where pavement is removed and will be replaced. This work item shall be considered incidental to construction and no further compensation will be allowed.

#### **PAVER REMOVAL**

Owner will provide all labor to remove brick pavers from the project site as designated in the plan set.

#### **ON SITE ITEMS TO REMAIN**

Contractor to verify with owner prior to removal which miscellaneous site items (landscape block, limestone wall, signage, yard lights, benches, waste bin, bike racks, etc.) are to be salvaged and stockpiled or stored for future use by owner or to be removed from the site and disposed of by contractor.

#### **EARTH EXCAVATION**

This work will consist of the complete excavation and removal of all material necessary to construct the subgrade to the lines and grades shown in the plans. Work includes Concrete Sidewalk Removal, Pavement Removal, HMA Surface Removal, Stone and Earth Removal. Clearing of brush, bushes, and small tree limbs as described in section 202.01 shall be considered incidental to this Earth Excavation pay item. This work shall conform to Section 202 and Section 440 of the Standard Specifications.

Any excess Earth Excavation shall be removed from the site and disposed of by the contractor.

## **SPECIAL PROVISIONS**

### **CONCRETE WASHOUTS**

This work shall conform to applicable portions of Section 280 of the Standard Specifications and the requirements of the Illinois EPA NPDES permit. Contractor shall employ the use of concrete washouts throughout the project and shall require his workers, subcontractors, and suppliers to utilize the designated washout areas for proper removal of concrete and cement materials. Contractor shall maintain washouts throughout the duration of construction so long as required. Failure to utilize concrete washout areas will result in violation of EPA requirements and Contractor could be subjected to fines and penalties through the Illinois Attorney General's office.

This work shall include routine maintenance of washout areas and proper disposal when full or no longer needed.

### **RECYCLED AGGREGATE MATERIALS**

The use of recycled HMA and concrete is approved as aggregate base course for this project as long as it meets the certification for IDOT CA-6 gradation.

### **ELECTRICAL LIGHT REMOVAL AND INSTALLATION**

This work shall include removal and disposal of existing yard lights, all wiring, splicing, and conduit work.

### **HMA PAVEMENT REMOVAL**

This work shall conform to Section 440 of the Standard Specifications.

The area of pavement removal shall be according to the limits referenced in the contract documents.

Contractor shall be responsible for the removal and disposal of all waste materials.

### **AGGREGATE BASE COURSE, TYPE B, 4"** **AGGREGATE BASE COURSE, TYPE B, 10"**

This work shall conform to the Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, Section 351. Aggregate Base Course except as modified herein.

## **SPECIAL PROVISIONS**

### **AGGREGATE BASE COURSE, RESHAPE**

This work shall conform to the Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, Section 351. Aggregate Base Course except as modified herein.

This work shall consist of reshaping the existing aggregate base course as necessary.

### **CURB & GUTTER, CONCRETE DRIVEWAY AND SIDEWALK CONNECTION**

The contractor shall provide expansion joint and tie bars at all locations where new concrete curb & gutter, concrete driveway or sidewalks are to match into existing curb & gutter, concrete driveway or sidewalk. Curb and gutter tie bars shall be per the IDOT standard. Tie bars for sidewalk shall be a minimum of (3) #4 bars, 12" long, drilled and grouted into existing sidewalk to prevent settlement.

### **RESTORATION**

This work shall consist of repairing all disturbed areas with a minimum of 6" of topsoil and seeding. Stockpiled topsoil from within the construction limits shall first be used before additional compensation to haul additional topsoil to the site. Topsoil material shall be indigenous to Boone County and may be used providing it meets with the requirements of Article 1081.05 of the Standard Specifications for Road and Bridge Construction and has no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and erosion control blanket on prepared seed bed in accordance with Standard Specification for Road and Bridge Construction Section 250 and 251 in so far as said sections apply.

Seeding shall consist of Class I Lawn Mixture.

Fertilizer shall be furnished and applied in accordance with section 250.04.

Erosion control blanket shall be applied to all seeded areas in accordance with section 251.04 using any of the described methods.

Guarantee. All seeded areas shall be maintained for at least 30 days after application. Scattered bare spots no larger than two square foot will be allowed up to a maximum of 5% of any seeded area including 30-day maintenance and mowing.

Note that restoration is required for ALL disturbed areas, including any staging or stockpile areas that the contractor disturbed during construction.

### **UNDERCUT (COMPLETE)**

This work shall consist of removal of unsuitable subgrade materials and/or existing stone base course should a proof roll or other testing methods determine that the soil will not support the necessary construction equipment for paving. In the case where existing

## **SPECIAL PROVISIONS**

base course is found to be unsuitable, then the contractor would be paid for the removal and replacement of the base course as part of this unit cost, in addition to the removal and replacement of any underlying unsuitable soils.

Contractor and Owner shall agree to limits of any removal prior to the commencing of work. Replacement of excavated materials shall be with suitable large size aggregate, such as IDOT gradation CSO-1.

Measurement: Limits of work shall be measured in the field prior to removal

Payment: Payment shall be based on the submitted bid unit price per CUBIC YARD for **UNDERCUT (COMPLETE)**.