

Mundelein Park & Recreation District

1401 North Midlothian Road
Mundelein, Illinois 60060

Contract for the Construction of Community Park Streambank Stabilization & Pond Enhancements

October 3, 2016

Optional Pre-Bid Meeting:

October 11, 2016 11:00 AM

Mundelein Community Center – 3rd Floor

1401 North Midlothian Road, Mundelein, IL

Bid Opening:

October 19, 2016 1:00 pm

Mundelein Community Center – 3rd Floor

1401 North Midlothian Road, Mundelein, IL

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MUNDELEIN PARK AND RECREATION DISTRICT
1401 North Midlothian Road
Mundelein, Illinois 60060
(847) 949-1419

PROJECT: Community Park Streambank Stabilization & Pond Enhancements

INVITATION TO BID

Sealed bids for the Community Park Streambank Stabilization & Pond Enhancements Project will be received by the Mundelein Park & Recreation District, 1401 North Midlothian Road, Mundelein, Illinois 60060 up to the hour of 1:00 p.m. on October 19, 2016. Bids received after the stated time shall be disqualified and returned unopened.

Immediately after the closing time for receiving bids, they will be publicly opened and read aloud.

PLANS AND SPECIFICATIONS

Plans and Specifications may be downloaded by contacting the Owner between the hours of 8:00 am and 1:30 pm, Monday through Friday beginning October 3, 2016.

CONTRACTOR REQUIREMENTS

The Contractor must have completed a minimum of three (3) similar projects to qualify for bid consideration. Prior to the award of the Contract, the Contractor must provide three (3) references on the enclosed prequalification submittal form to the Owner to be checked and verified.

The equipment to be used in this project shall be of the type to limit damage to the remaining park such as but not limited to small earth moving equipment, etc. Use of such equipment is to be approved by the Superintendent.

MANDATORY PRE-BID MEETING

An optional pre-bid meeting will be held October 11, 2016 at 11:00 AM at the Mundelein Community Center – 3rd Floor, 1401 North Midlothian Road, Mundelein, IL. Check in is required at the 1st floor desk. Questions regarding this project should be addressed to the Superintendent of Parks, Derek Solberg at (847) 388-5463.

SUBMITTAL OF BID FORMS

All forms necessary for submittal of a bid are both bound into and enclosed loosely in the project manual. These forms are to be filled out completely and submitted as part of the bid proposal. The Contract Proposal form shall be filled out completely and shall contain no qualifications or interlineations. Contract Proposals shall be submitted in DUPLICATE in a sealed envelope, labeled "SEALED BID" with the project name, the name of the bidder, date and time of opening, and addressed to the Superintendent of Parks, Mundelein Park & Recreation District, 1401 North Midlothian Road, Mundelein, IL 60060. DO NOT submit the project manual as part of the sealed bid packet.

ACCEPTANCE OR REJECTION OF BID

The Mundelein Park & Recreation District Board of Commissioners reserves the right to waive technicalities and irregularities in the bidding, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder, and to accept the bid that is in its judgment the best interest of the Mundelein Park & Recreation District.

A Wage Determination has been made by the Board of Park Commissioners, Mundelein Park & Recreation District, Mundelein, IL, in accordance with 820 ILCS 130/0/01, *et. seq.*, with reference to prevailing rates of wages. All contracts entered into for the proposed work shall be drawn in compliance with said Statute and bids shall be prepared accordingly. A Schedule of Wages as determined by the Illinois Department of Labor is included in the bidding documents. Illinois Public Act 94-0515 (Certified Payroll Requirements) applies to this project.

The successful Contractor will be required to comply with all applicable Federal and State laws, rules, regulations and orders relating to equal employment opportunity.

A Bid Bond or Certified Check made payable to the Mundelein Park & Recreation District, Mundelein, IL in the amount of 10% (ten percent) of the Base Bid Proposal shall accompany each bid. This shall be a guarantee that the Bidder, if awarded the Contract, will furnish a satisfactory performance bond, a labor and material payment bond, execute the Contract and proceed with the Work. Upon failure to do so, the bidder shall forfeit the deposit or amount of bid bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or bid bond. No bidder may withdraw his bid for a period of 30-days after the opening thereof. The bid bonds or checks, except those of the three lowest bidders, will be returned 7-days after the opening of the bids. The remaining checks or bid bonds will be returned when the contract is executed and performance and labor and material payment bonds are provided.

INSTRUCTIONS TO BIDDERS – AIA Document A701 (as modified by Owner)

TABLE OF ARTICLES

1. Definition
2. Bidders Representations
3. Bidding Documents
4. Bidding Procedures
5. Consideration of Bids
6. Post-Bid Information
7. Performance Bond & Labor and Material Payment Bond
8. Form of Agreement Between Owner and Contractor
9. Supplementary Instructions

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

1.1 Bidding Documents include the advertisement or invitation to bid, instructions to Bidders, the bid form and other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to the receipt of bids. The Contract Documents proposed for the Work are enumerated in Paragraph 6.2 of the Owner-Contractor Agreement that is included in the Project Manual. Each of the Contract Documents shall be the form of said document as it has been modified and amended by Owner for its use.

1.2 All definitions set forth in General Conditions, AIA Document A107, as modified by the Owner or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Engineer prior to execution of the Contract that modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if

the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bid Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 2

BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making this Bid represents that:

2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, has correlated his observations with and checked his observations against the requirements of the Bidding Documents and the proposed Contract Documents, and where the Work requires excavation or cutting, removal in whole or in part, or demolition of concrete ground surfaces, has performed all appropriate investigation and available procedures to ascertain the location of underground structures including electrical conduits and other electrical facilities, if any, within or beneath such surface or the ground.

2.1.3 His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

2.1.4 No official or employee of Owner has been solicited by Bidder to aid in procuring for Bidder or for any person or entity been solicited by Bidder to aid in procuring for Bidder or for any person or entity directly or indirectly affiliated with Bidder, the Contract for Construction, and no official or employee of Owner has received or will receive any personal benefit or remuneration from Bidder or any person or entity directly or indirectly affiliated with Bidder in connection with the award of the Contract for Construction.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets in the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidding documents will not be issued directly to Sub-Bidders or others unless specifically offered in the Advertisement or Invitation to Bid.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Owner or Engineer in making copies of the Bidding documents available on the above terms does so only for the purpose of obtaining Bids on the Work and do not confer or license or grant for any other use.

3.2 INTERPRETATIONS OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidders and Sub-Bidders shall promptly notify the Owner and Engineer of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents or of the site and local conditions. The detection of any ambiguity or inconsistency between or among the various Bidding Documents shall be the sole responsibility of the Bidder. If the Owner and Engineer are not notified in writing of any such ambiguity or inconsistency as required in subparagraph 3.2.2, the subsequent interpretation of the Owner with respect to such ambiguity or inconsistency shall be binding on the Contractor whose Bid has been accepted by Owner and the Contractor shall not be entitled to any increase in the Contract Sum or any substitutions of material, products or equipment, because of said interpretation.

3.2.2 Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which must be received by the Owner and Engineer at least seven days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless the Owner has received a written request for approval at least ten days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the party making the proposal. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Owner approves any proposed substitution prior to receipt of Bids, such approval will be set forth in Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all that are known by the Owner to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

ARTICLE 4

BIDDING PROCEDURE

4.1 FORMS AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the forms included with the Bidding Documents, in the quantity required in Article 9.

4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 The signer of Bid must initial any interlineations, alterations or erasures.

4.1.5 All requested Alternates should be bid. If no change in the Base Bid is required, enter "No Change".

4.1.6 Where two or more bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

4.1.7 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The person or persons legally authorized to bind the Bidder to a contract shall sign each copy. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 If so stipulated in the Advertisement or Invitation to Bid, each Bid shall be accompanied by a bid security in the form and amount required by Article 9 pledging that the Bidder will enter into a Contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder in Article 7 covering the faithful performance of the Contract and the payment of all obligations arising there under. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 If a surety bond is required it shall be written on AID document A310, Bid and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

4.2.3 The Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified with the project name, the Bidder's name and address and, if applicable, the designated portion of the work for which the bid is submitted. If the bid is sent by mail the sealed envelope shall contain the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

4.3.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.3.5 All Bids must be accompanied by the certification required under Article 33E of The Criminal Code of 1961. Bidders must use the form of certification included in the Project Manual provided by the Owner. LAWS PROHIBIT ACCEPTANCE OF ANY BID THAT DOES NOT INCLUDE THIS CERTIFICATION. The Certification of the successful Bidder will be attached to and become a part of the Contract.

4.3.6 All Bids must be accompanied by the contractor's Qualification Statement on AIA Form A305 – latest edition, as modified by Owner for this project and included in the Project Manual provided by Owner.

4.3.7 All Bids must be accompanied by Contractor's Certification that Contractor has in full force and effect a written Sexual Harassment Policy in accordance with the Illinois Human Rights Act. Bidders must use the form of certification included in the Project Manual.

4.3.8 Each Bidder shall submit as a part of his Bid, the following information:

1. a designation of the Work to be performed by the Bidder with his own forces;
2. the proprietary names and suppliers of principal items or systems

of materials and equipment proposed for the Work (including those who are to furnish materials or equipment fabricated to a special design);

3. a list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment as required to fabricate a special design) proposed for the principal portions of the Work.

4.3.9 The Bidder will be required to establish to the satisfaction of the Owner and the Engineer (if used) the reliability and responsibility of the persons and entities proposed to furnish and perform the Work. In addition, in determining the responsibility of the Bidder, Owner and the Engineer (if used) shall also consider the responsibility of the persons and entities listed by the bidder in accordance with Subparagraph 4.3.8.

4.3.10 Prior to the award of the Contractor, the Owner shall notify the Bidder in writing if the Owner after due investigation, has reasonable objection to any such proposed person or entity. If the Owner has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his bid, (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost, if any, occasioned by such substitution. The Owner may, at its discretion, accept the adjusted bid price or it may disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, bid security will not be forfeited, notwithstanding the provision of paragraph 4.2.1.

4.3.11 Persons and entities proposed by the Bidder and to whom the Owner has made no objection under the provisions of Subparagraph 4.3.9 must be used on the Work for which they were proposed and

shall not be changed except with the written consent of the Owner.

4.4 MODIFICATIONS OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids and each Bidder so agrees in submitting his bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be worded so as not to reveal the amount of the original bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Advertisement or Invitation to Bid all properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bid and Alternate Bids, if any, will be made available to Bidders. When it has been stated that the Bids will be opened privately, an abstract of the same information may, at the discretion

of the Owner, be made available to the bidders within a reasonable time.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required bid amount as security data required by the Bidding Documents, or to reject a Bid that is any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

5.3.2 The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in its own best interests.

5.3.3 The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in Article 9, and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 6

This Article is intentionally deleted.

ARTICLE 7

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 Prior to execution of the contract, the Bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising there under in such form as the Owner may prescribe. Bonds may be secured through the Bidder's usual sources.

7.1.2 If the Owner has reserved the right to require that bonds be furnished subsequent to the execution of the Contract, the cost shall be adjusted to award a contract to the lowest responsible Bidder as provided in the contract Documents.

7.1.3 If the Owner requires that the bonds be obtained from other than the Bidder's usual source, any change in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.

7.2.2 Unless otherwise required in Article 9, the bonds shall be written n AIA Document A311. Performance Bond and Labor and Material Payment Bond.

7.2.3 The Bidder shall require the attorney-in-fact that executes he required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 FORM TO BE USED

8.1.1 Unless otherwise required in Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of agreement between Owner and Contractor, as such form has been modified by Owner for its use.

ARTICLE 9

SUPPLEMENTARY INSTRUCTIONS

9.1 Bidder shall furnish a Certified check payable to Owner or Bid Bond accompanying its bid written on AIA Document A310, Bid Bond, in an amount equal to 10% of the Bid Price.

9.2 Bidder shall furnish 2 copies of the Bid at time of submission.

9.3 A Performance Bond & a Labor & Material Payment Bond containing such provisions and with such surety as are reasonably acceptable to Owner shall be furnished by the contractor in the amounts of 100% of the contract price at the time of the execution of the Agreement between the Owners and Contractor.

9.4 The Owner may at its sole discretion choose to award the total work to a single contractor or award portions of the work to individual contractors or perform portions of the work with its own forces.

9.5 Bidder shall provide a breakdown of value for individual portions of the Work as may be required by the Bid Form.

9.6 PREVAILING WAGES

9.6.1 A wage determination has been made by the Board of Park Commissioners, Mundelein Park & Recreation District, Mundelein, Illinois in accordance with 820 ILCS 130/0/01, *et. seq.*, with reference to prevailing rates of wages. All contracts, subcontracts and lower tier contracts entered into for the proposed Work shall be drawn in compliance with said statute and bids shall be prepared accordingly. A schedule of Wages as determined by the Illinois Department of Labor is included in the Project Manual.

9.6.2 In accordance with Public Act 94-0515 (Certified Payroll Requirements)

Bidder shall make, submit on a monthly basis to the Owner and keep, for a period of not less than 3 years, true and accurate records of the name, address, telephone number, social security number and occupation of all laborers, workers and mechanics employed to them, in connection with the Work. Such records shall also show the actual hourly wages paid in each pay period to each employee and the hours worked each day in each work week by each employee and the actual starting and ending times of work for each employee.

9.6.3 Bidder shall ensure any subcontractor or lower tiered contractor employed by the Contractor for the completion of the Work shall comply with provisions as stated in 9.6.2.

CONTRACT PROPOSAL

Date _____, 2016

Board of Commissioner
 Mundelein Park & Recreation District
 1401 N. Midlothian Road
 Mundelein, IL 60060

COMMUNITY PARK STREAMBANK STABILIZATION & POND ENHANCEMENTS PROJECT

Commissioner:

_____ propose to furnish all labor and equipment for the completion of the Community Park Streambank Stabilization & Pond Enhancements Project as indicated below in accordance with the Specifications prepared for same by the Mundelein Park & Recreation District, 1401 N. Midlothian Road, Mundelein, IL 60060.

_____ also certify that a complete on-site examination of the proposed work has been made by my representatives or me and that all existing site conditions are reflected in the following price.

Beginning on or about October 24, 2016 and must be completed by April 1, 2017.

PAY ITEM	BID ITEM	# OF UNITS	UNIT	UNIT PRICE	EXTENSION
A OVERALL SITE					
A1	Mobilization, Temporary Site Access and Facilities	1	LS	\$	\$
A2	Miscellaneous Erosion Control	1	LS	\$	\$
A - OVERALL SITE SUBTOTAL					\$
B STREAMBANK STABILIZATION SITE					
B1	Compost Filter Berm	139	LF	\$	\$
B2	Water Management	1	LS	\$	\$
B3	Site Clearing and Vegetation Removal	612	SY	\$	\$
B4	Site Grading	1	LS	\$	\$
B5	Embankment Overflow Energy Dissipation and Grade Control Location 1 (complete) - (40 SY)	1	LS	\$	\$
B6	In-Stream Energy Dissipation and Grade Control Location 1 (complete) - (15 SY)	1	LS	\$	\$
B7	In-Stream Energy Dissipation and Grade Control Location 2 (complete) - (4 SY)	1	LS	\$	\$
B8	Storm Sewer Outlet Energy Dissipation and Grade Control Location 1 (complete) - (15 SY)	1	LS	\$	\$
B9	Storm Sewer Outlet Energy Dissipation and Grade Control Location 2 (complete) - (21 SY)	1	LS	\$	\$
B10	Streambank Stabilization Location 1 (complete) - (25 LF)	1	LS	\$	\$

B11	Streambank Stabilization Location 2 (complete) - (60 LF)	1	LS	\$	\$
B12	Streambank Stabilization Location 3 (complete) - (65 LF)	1	LS	\$	\$
B13	Streambank Stabilization Location 4 (complete) - (30 LF)	1	LS	\$	\$
B14	Streambank Stabilization Location 5 (complete) - (20 LF)	1	LS	\$	\$
B15	Streambank Stabilization Location 6A (complete) - (20 LF)	1	LS	\$	\$
B16	Streambank Stabilization Location 6B (complete) - (30 LF)	1	LS	\$	\$
B17	LWD Stabilization (complete) - (20 LF)	1	LS	\$	\$
B18	Finish Grading	676	SY	\$	\$
B19	Seeding, Turfgrass	64	SY	\$	\$
B20	Seeding, Native Mix - Type 1	130	SY	\$	\$
B21	Seeding, Native Mix - Type 2	482	SY	\$	\$
B22	Erosion Control Blanket	676	SY	\$	\$
B - STREAMBANK STABILIZATION SITE SUBTOTAL					\$
C POND ENHANCEMENTS SITE					
C1	Compost Filter Berm	208	LF	\$	\$
C2	Floating Silt Curtain	50	LF	\$	\$
C3	Site Grading	1	LS	\$	\$
C4	Overlook 1 (complete) - (21 LF)	1	LS	\$	\$
C5	Overlook 2 (complete) - (21 LF)	1	LS	\$	\$
C6	Overlook 3 (complete) - (27 LF)	1	LS	\$	\$
C7	Finish Grading	2,793	SY	\$	\$
C8	Seeding, Turfgrass	687	SY	\$	\$
C9	Seeding, Native Mix - Type 1	329	SY	\$	\$
C10	Seeding, Native Mix - Type 1	1,777	SY	\$	\$
C11	Planting, - Type 1	1,088	EA	\$	\$
C12	Erosion Control Blanket	2,793	SY	\$	\$
C - POND ENHANCEMENTS SITE SUBTOTAL					\$
TOTAL					\$

The undersigned acknowledges receipt of the Community Park Streambank Stabilization & Pond Enhancements Project. Enclosed herewith is a Bid Bond/Certified check in the amount of 10% of the Base Bid Proposal \$_____.

NAME OF FIRM: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

TYPE OF ORGANIZATION: _____

SIGNATURE: _____

TITLE: _____

State full legal name of firm, address and telephone number. Under Type of Organization state whether Sole Proprietorship, Partnership, or Corporation. Under Title, insert Sole Proprietor, Partner, or Title of individual signing for a corporation.

If the bidder is a corporation, attach a sworn statement, signed by an executive officer of the corporation, stating that the individual signing and executing this proposal is authorized to bind his corporation thereby. Affix corporate seal.

PREQUALIFICATION SUBMITTAL

_____ is submitting the following references for work performed within the past 5 (five) years that is similar to the work defined in this proposal. Supply 3 (three) references.

Name of Project: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone Number: _____

Description of Work Completed:

Name of Project: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone Number: _____

Description of Work Completed:

Name of Project: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone Number: _____

Description of Work Completed:

CONTRACTOR CERTIFICATION

As required Under Article 33E of the Criminal Code of 1961

(Ill. Rev. Stat. Cha 38, Paras. 33E-1 through 33E-11)

_____, a _____
Print Name of Contractor
Corporation, Partnership, Sole Proprietorship

As part of his/its bid on the above referenced contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-stating) of Article 33# of the Illinois Criminal Code of 1961, as amended.

Dated: _____

Name of Contractor: _____

Signature: _____

Title: _____

STATE OF ILLINOIS) SS
COUNTY OF LAKE)

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

DATED: _____

NOTARY SEAL: _____
Notary Public

CONTRACTOR CERTIFICATION

Certifying Compliance with

The Sexual Harassment Provision of the Illinois Human Rights Act

The undersigned Contractor hereby certified that as a part of his/her/it's proposal on the above referenced Contract, that he/she/it has enacted and has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) including at least the following:

- 1) A statement of the illegality of sexual harassment;
- 2) The definition of sexual harassment under Illinois law;
- 3) A description of sexual harassment, utilizing examples;
- 4) An internal compliant process, including penalties;
- 5) The legal recourse, investigative and compliant process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commissioner ("Commissioner");
- 6) Directions on how to contact the Department and the Commissioner; and,
- 7) Protection against retaliation as provided by Section 6-101 of the Act.

The undersigned contractor further certifies that such policy shall remain in full force and effect throughout the term of this contract.

Contractor: _____ As It's: _____
Print Name of Contractor Title of Signatory

Signed: _____ Signatory: _____
Signature of Authorized Officer Printed Name of Signatory

Dated: _____ Dated: _____

STATE OF ILLINOIS) SS
COUNTY OF LAKE)

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

DATED: _____

NOTARY SEAL: _____
Notary Public

SUBCONTRACTOR LIST

Each Bidder shall list below each subcontractor to be engaged by Bidder for the performance of any part of the Work. Although the information provided in the list may be used by Owner to assess the Bidder's Proposal, the requirement that such information be provided shall not be deemed to dictate to Bidder the specific subcontractors it must engage or to indicate that Owner will accept a Bidder's Proposal only if specified individuals are included as subcontractors.

Subcontractor: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone Number: _____

Description of work to be performed:

Subcontractor: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone Number: _____

Description of work to be performed:

Subcontractor: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone Number: _____

Description of work to be performed:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made as of this _____ day of _____, 2016 by and between the Mundelein Park District ("Owner") and the ("Contractor"). Park District and Contractor are hereinafter sometimes jointly referred to as the "Parties".

IN CONSIDERATION of the mutual promises of the Parties hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

For: Community Park Streambank Stabilization & Pond Enhancement Project

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreement, either written or oral.

ARTICLE 2

THE WORK

The Contractor shall perform all the ("Work") required by the Contract Documents for:

Community Park Streambank Stabilization & Pond Enhancement Project

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced October 24, 2016 and, subject to authorized adjustments, substantial Completion shall be achieved not later than April 15, 2017.

ARTICLE 4

CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of (\$).

4.2 The Contract sum is determined as follows:

BASE BID TOTAL: \$

4.3 In the event that changes in the Work are authorized by the Owner, such changes shall be duly recorded on a written Change Order and signed by either the Executive Director or the Superintendent of Parks.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the Contractor to the Owner and Engineer (if used), together with all submissions as required by the Contract Documents and if required by Owner, Certificates for Payment shall be issued by the Owner. The Owner shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:
- 5.2 Not later than thirty (30) days following the end of the period covered by the application for Payment ninety percent (90%) of the approved portion of the contract sum properly allocable to labor, materials and equipment incorporated in the Work and zero percent (0%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application of Payment, less the aggregate of previous payments made by the Owner; and upon substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

ARTICLE 6

FINAL PAYMENT

- 6.1 The Owner shall pay final payment, constituting the entire unpaid balance of the Contract Sum, to the Contractor when the Work has been completed, the Contract fully performed, and if required by Owner a final Certificate for Payment has been issued by the Engineer (if used).

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in the Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows:
- Invitation to Bid
 - Instructions to Bidders
 - Contractor's Qualification Statement
 - Contractor's List of Subcontractors and Suppliers
 - Certification that Contractor is not Barred from Public Contracting Due to Bid-Rigging or Bid Rotating Convictions
 - Certification that Contractor has Adopted and Maintain a Written Sexual Harassment Policy
 - Performance Bond
 - Labor and Material Payment Bond
 - Agreement Between Owner and Contractor (This Agreement)
- 7.3 The Contractor shall notify the Engineer and Owner of any and all deliveries of materials to the Project site at least 48 hours prior to such deliveries.

- 7.4 The Contractor shall notify the Engineer and Owner of specific dates and times when construction is to occur at least 48 hours prior to such dates and times.
- 7.5 The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to complete the work under the Agreement including but not necessarily limited to:
- | | | |
|-----------------------|-------------------------|------------------------|
| 1. Barricades | 4. Toilet Facilities | 7. Heating, Electrical |
| 2. Fences | 5. First Aid Facilities | Power and Lighting |
| 3. Storage Facilities | 6. Drinking Water | |
- 7.6 The Owner acknowledges, understand and agrees that the Project and the Work are subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 through 130/12) which regulates the wage rates paid to laborers, mechanics and other workers employed on public works projects on behalf of any public body. Accordingly, the Contractor certifies to the Owner that the Contractor:
- a. Shall pay not less than the prevailing rate of wages for construction work in Lake County, as determined by the Owner or Illinois Department of Labor, to all persons performing work under this Agreement. A schedule of Wages as determined is attached to and incorporated in this Agreement.
 - b. Ensures any subcontractor or lower tiered contractor employed by the contractor for the completion of the Work shall comply with provisions as stated in 7.6 – a.
 - c. Shall in accordance with Public Act 94-0515 (Certified Payroll Requirements) make, submit on a monthly basis to the Owner and keep, for a period of not less than 3 years, true and accurate records of the name, address, telephone number, social security number and occupation of all laborers, workers and mechanics employed to them, in connection with the work. Such workers shall also show the actual hourly wages paid in each pay period to each employee and the hours worked each day in each work week by each employee and the actual starting and ending times of work for each employee.
 - d. Ensure any subcontractor or lower tiered contractor employed by the Contractor for the completion of the Work shall comply with provisions as stated in 7.6 –c.
- 7.7 The Contractor, pursuant to Executive Order No. 11246 as amended by Executive No. 11375, and pursuant to the Rules and Regulations of the Illinois Department of Human Rights (the “Department”), certifies to the Owner that the Contractor:
- a. Does not and will not discriminate against employees or applicants for employment because of race, religion, color, sex, national origin or ancestry, citizenship status, age, physical or mental handicap or disability, or association with a person with a disability, marital status, military status or an unfavorable discharge from military service;

- b. Will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin or ancestry, age, physical or mental handicap unrelated to the persons ability to perform the essential functions of his job, marital status, military status or an unfavorable discharge from military service, which such action shall include, but not be limited to the following: employment, upgrading demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship;
- c. Will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause contained in the preceding subparagraphs a. and b.
- d. If it hires additional employees in order to perform this Agreement or any portion hereof, will determine the availability (in accordance with the Department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- e. Will, in all solicitations or advertisements, for employees placed by or on its behalf, state that all qualified applicants will be afforded equal opportunity and will receive consideration for employment without regard to race, religion, color, sex, national origin or ancestry, citizenship status, age, physical or mental handicap or disability, or association with a person with disability, marital status, military status or an unfavorable discharge from military service:
- f. Will send to each labor organization or representative or workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or worker's representative of the Contractor's commitments under S202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the Contractor's obligations under the Illinois Human Rights Act (the "Act") and the Department's rules and regulations, and will post copies of the notice in conspicuous places available to employees and applicants for employment; and if any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Illinois Human Rights Department and the Purchaser and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- g. Will in all respects comply with all provisions of Executive Order No. 11246, as amended by Executive Order No. 11375 and of the rules, regulations and relevant orders of the Secretary of Labor, and will comply with all provisions of the Illinois Human Rights Act and the rules and regulations of the Department;

- h. Will furnish all information and submit all reports required by Executive Order No. 11246, as amended by Executive Order No. 11375, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will submit Department's rules and regulations and furnish all relevant information as may from time to time be requested by the Department of the Owner and will permit access to the contractor's books, records, accounts and the Department for purposes of investigation to ascertain compliance with the Act and such rules, regulations and orders'.
- i. Understand and agrees that in the event of the Contractor's noncompliance with the nondiscrimination clauses of this provision or with any such rules, regulations or orders, any contracts between the Contractor and the Owner may be canceled terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended by Executive Order No. 11375 and in the Department's rules and regulations, and such other sanctions may be imposed and remedies involved as provided for in those orders or by other rules, regulations or orders of the Secretary of Labor or the Department, or as otherwise provided by law.
- j. The Contractor will include the provisions of subparagraphs a. through i. above as same may be amended by Executive Order or by the Department's order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to S204 of Executive order No. 11246, as amended by Executive Order No. 11375 or by the rules and regulations of the Department, so that such provisions will be binding upon each subcontractor or vendor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance by its subcontractors with applicable provisions of this paragraph, and it will promptly notify Owner and the Department in the event any subcontractor or vendor fails or refuses to comply therewith. The Contractor will take such actions as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontract or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. In addition, the Contractor will not utilize any subcontractor declared by the Department to be non-responsible and therefore ineligible for contracts or subcontractors with the State of Illinois or any of its political subdivision or municipal corporations.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

President
Mundelein Park & Recreation District
Board of Park Commissioners

ATTEST

ATTEST

Seal _____
Secretary
Mundelein Park & Recreation District
Board of Park Commissioners

Seal _____

PREVAILING WAGE

Revisions of Prevailing Wage Rates are made periodically by the Illinois Department of Labor. As required by the Prevailing Wage Act any and all such revisions supersede the Mundelein Park & Recreation District's June determination.

Bidders and Contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contractor Documents and Illinois State Law.

In accordance with amendments to Public Act 94-0515 (Certified Payroll Requirements) the Contractor and each subcontractor must make, submit to the Mundelein Park & Recreation District and keep, for a period not less than 3 years, true and accurate records of the name, address and telephone number when available, social security number and occupation of all laborers, workers and mechanics employed to them, in connection with said public work. The records shall also show the actual hourly wages paid in each pay period to each employee and the hours worked each day in each work week to include the starting and ending times of work for each employee.

Attachment A – Schedule of Values

PAY ITEM	BID ITEM	# OF UNITS	UNIT	UNIT PRICE	EXTENSION
A OVERALL SITE					
A1	Mobilization, Temporary Site Access and Facilities	1	LS	\$	\$
A2	Miscellaneous Erosion Control	1	LS	\$	\$
A - OVERALL SITE SUBTOTAL					\$
B STREAMBANK STABILIZATION SITE					
B1	Compost Filter Berm	139	LF	\$	\$
B2	Water Management	1	LS	\$	\$
B3	Site Clearing and Vegetation Removal	612	SY	\$	\$
B4	Site Grading	1	LS	\$	\$
B5	Embankment Overflow Energy Dissipation and Grade Control Location 1 (complete) - (40 SY)	1	LS	\$	\$
B6	In-Stream Energy Dissipation and Grade Control Location 1 (complete) - (15 SY)	1	LS	\$	\$
B7	In-Stream Energy Dissipation and Grade Control Location 2 (complete) - (4 SY)	1	LS	\$	\$
B8	Storm Sewer Outlet Energy Dissipation and Grade Control Location 1 (complete) - (15 SY)	1	LS	\$	\$
B9	Storm Sewer Outlet Energy Dissipation and Grade Control Location 2 (complete) - (21 SY)	1	LS	\$	\$
B10	Streambank Stabilization Location 1 (complete) - (25 LF)	1	LS	\$	\$
B11	Streambank Stabilization Location 2 (complete) - (60 LF)	1	LS	\$	\$
B12	Streambank Stabilization Location 3 (complete) - (65 LF)	1	LS	\$	\$
B13	Streambank Stabilization Location 4 (complete) - (30 LF)	1	LS	\$	\$
B14	Streambank Stabilization Location 5 (complete) - (20 LF)	1	LS	\$	\$
B15	Streambank Stabilization Location 6A (complete) - (20 LF)	1	LS	\$	\$
B16	Streambank Stabilization Location 6B (complete) - (30 LF)	1	LS	\$	\$
B17	LWD Stabilization (complete) - (20 LF)	1	LS	\$	\$
B18	Finish Grading	676	SY	\$	\$
B19	Seeding, Turfgrass	64	SY	\$	\$
B20	Seeding, Native Mix - Type 1	130	SY	\$	\$
B21	Seeding, Native Mix - Type 2	482	SY	\$	\$
B22	Erosion Control Blanket	676	SY	\$	\$
B - STREAMBANK STABILIZATION SITE SUBTOTAL					\$
C POND ENHANCEMENTS SITE					
C1	Compost Filter Berm	208	LF	\$	\$
C2	Floating Silt Curtain	50	LF	\$	\$
C3	Site Grading	1	LS	\$	\$
C4	Overlook 1 (complete) - (21 LF)	1	LS	\$	\$
C5	Overlook 2 (complete) - (21 LF)	1	LS	\$	\$

C6	Overlook 3 (complete) - (27 LF)	1	LS	\$	\$
C7	Finish Grading	2,793	SY	\$	\$
C8	Seeding, Turfgrass	687	SY	\$	\$
C9	Seeding, Native Mix - Type 1	329	SY	\$	\$
C10	Seeding, Native Mix - Type 1	1,777	SY	\$	\$
C11	Planting, - Type 1	1,088	EA	\$	\$
C12	Erosion Control Blanket	2,793	SY	\$	\$
C - POND ENHANCEMENTS SITE SUBTOTAL					\$
TOTAL					\$

Attachment B - Specifications

Attachment C - List of Drawings

- C1.0 Cover Sheet
- C1.1 General Notes
- C1.2 Overall Plan
- C2.0 Existing Conditions Plan – Streambank
- C2.1 Existing Conditions Plan – Pond
- C3.0 Site Preparation and Removals Plan – Streambank
- C3.1 Site Preparation and Removals Plan – Pond
- C4.0 Grading and Drainage Plan – Streambank
- C4.1 Grading and Drainage Plan – Pond
- C4.2 Streambank Cross Sections
- C4.3 Energy Dissipation and Grade Control Cross Sections
- C5.0 Planning and Restoration Plan – Streambank
- C5.1 Planning and Restoration Plan – Pond
- C6.0 Details

Attachment D - Special Project Requirements

This project requires a US Army Corps of Engineers (USACE) 404 permit that will be secured by the Mundelein Parks & Recreation District (MPRD). As a condition of this permit, the Contractor will need to submit an In-stream Work Plan to the MP&RD, USACE and LCSMC or MLSWCD for approval. Guidelines on acceptable in-stream work techniques can be found on the USACE website. The USACE defines and determines in-stream work. The cost of all material and labor necessary to comply with the above provisions to prepare and implement an in-stream work plan will not be paid for separately, but shall be considered as included in the unit bid prices of the contract and no additional compensation will be allowed.

THE CONTRACTOR IS REQUIRED TO SUBMIT A COPY OF THEIR IN-STREAM WORK PLAN AS PART OF THEIR BID SUBMITTAL.

Additional information is provided on the plans, specifically Sheets C1.1, C3.0 and C3.1 to assist the Contractor in developing and portraying their In-Stream Work Plan submittal.

REQUIREMENTS FOR IN-STREAM CONSTRUCTION

The U.S. Army Corps of Engineers shall be contacted for a review of the proposed In-stream work plan which must be approved by the office prior to the commencement of work. The plan shall meet the erosion and sediment control standards listed below and include means and methods for completing work within a waterway. All cofferdams shall be constructed to allow the passage of high flows, maintain downstream flows, and withstand anticipated erosive forces. Cofferdams shall be designed and installed so as not to impede the movement of aquatic organisms.

The following definitions apply to these notes:

Cofferdam: a temporary structure within a waterway of body of water designed to provide a dry work area for temporary construction activities and to contain disturbed soil and/or suspended sediments.

In-stream work area: work occurring at or below the ordinary high water mark (OHWM) of a waterway or the normal water level (NWL) of abutting wetlands, including adjacent uplands.

Dewatering: the removal of water with the purpose of creating a dry work area for temporary construction activities.

Work within a waterway must meet the following standards:

1. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water evaluations.
2. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
3. Water shall be isolated for the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, riprap and geotextile liner, etc.) Earthen cofferdams are not permissible.

4. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
5. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.
6. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in visually identifiable degradation of water clarity.
7. The area from the toe to the top of the side slope shall be temporarily stabilized during construction to reduce the potential for erosion. All areas disturbed due to construction activities shall be restored to proposed conditions and fully stabilized prior to accepting flows.

Attachment E - Supplemental Information

PERMITS

(Necessary Permit Documentation will be provided to the Contractor upon award for the following permits)

<u>PERMIT NO.</u>	<u>PERMIT</u>
#G09-32-100A14-32-05	Watershed Development Permit & Soil Erosion and Sediment Control LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
LRC-2016-00143	Regional Permit 3 & 7, Category I UNITED STATES ARMY CORPS OF ENGINEERS