

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2024-24**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH JOHN KENO AND COMPANY, INC. FOR THE BEACH IMPROVEMENT PROJECT (SHORELINE PROTECTION) IN THE AMOUNT NOT TO EXCEED \$962,000**

**WHEREAS**, the Village of Kenilworth ("**Village**") is an Illinois municipal corporation organized and operating in accordance with the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) and the Constitution of the State of Illinois; and

**WHEREAS**, after soliciting and receiving bids for construction services for the Kenilworth Beach Improvements Project (Shoreline Protection) ("**Project**"), on April 15, 2024, the Village Board rejected all bids and directed the Village Manager to negotiate contract terms with John Keno and Company, Inc. ("**Keno**"), an Illinois corporation; and

**WHEREAS**, the Village now wishes to engage Keno to undertake the Project without the need to further solicit bids, as authorized by 65 ILCS 5/8-9-1; and

**WHEREAS**, the Village is authorized to enter into contracts for the employment of outside professionals who require technical training or knowledge (65 ILCS 5/2-3-8); and

**WHEREAS**, the Village desires to contract with Keno to perform construction services for the Village as part of the Project, subject to the terms and conditions of the Construction Services Agreement, which is attached hereto and made a part hereof as **Exhibit A** ("**Agreement**"); and

**WHEREAS**, the corporate authorities of the Village have reviewed the Agreement and determined that it is in the best interests of the Village and its residents to execute the Agreement with Keno.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

**Section 1. Recitals and Exhibits.** The foregoing recitals and all exhibits attached to this Resolution are incorporated as though fully set forth in this Section.

**Section 2. Agreement Approved.** The Agreement, attached hereto and made a part hereof as **Exhibit A**, is approved, subject to Village Manager and Village Attorney review, and the Village President and Village Clerk are authorized to execute the Agreement.

**Section 3. Bidding Waived.** The need for further competitive bidding is hereby waived.

**Section 4. Authority.** The Village Manager is authorized and directed to take all steps necessary to implement and enforce the Agreement's terms.

**Section 5. Conflict.** In the event a conflict exists between this Resolution's terms and the terms of any other Village ordinance or resolution, the terms of this Resolution shall control.


**Section 6. Severability.** If any part, subsection or clause of this Resolution is deemed unconstitutional, invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining parts, subsections, and clauses not affected thereby shall remain fully valid and enforceable to the fullest extent permitted by law.

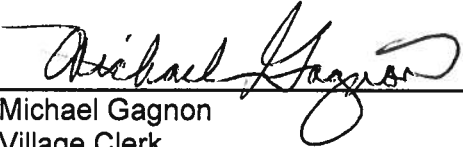
**Section 7. Effective Date.** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Passed this 15<sup>th</sup> day of October, 2024.

- AYES: Kelly, Gottschall, Lojkovic, Hannus, Ottsen
- NAYS: None
- ABSENT: Ransford
- ABSTAIN: None

Approved this 15<sup>th</sup> day of October, 2024.

  
\_\_\_\_\_  
Cecily Kaz  
Village President

  
\_\_\_\_\_  
Michael Gagnon  
Village Clerk

**EXHIBIT A**

**VILLAGE OF KENILWORTH  
CONSTRUCTION SERVICES  
AGREEMENT FOR KENILWORTH  
BEACH IMPROVEMENTS  
(SHORELINE PROTECTION)**

[attached]

VILLAGE OF KENILWORTH CONSTRUCTION  
SERVICES AGREEMENT FOR KENILWORTH  
BEACH IMPROVEMENTS  
(SHORELINE PROTECTION)

THIS AGREEMENT is dated as of the 15 day of October 2024 ("**Agreement**") and is by and between the VILLAGE OF KENILWORTH, an Illinois municipal corporation ("**Village**") and the Contractor identified in Subsection 1A below ("**Contractor**"). The Village and Contractor may be referred to individually as "**Party**" and jointly as "**Parties**."

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the Parties agree as follows:

**SECTION 1. CONTRACTOR.**

A. **Engagement of Contractor.** The Village desires to engage the Contractor identified below to provide all necessary construction services and to perform the work in connection with the project identified below:

John Keno and Company, Inc.  
8623 West Bryn Mawr Avenue, Suite 501  
Chicago, Illinois 60631  
(773) 380.0700  
Derek Schwanebeck, Project Manager  
dschwanebeck@johnkeno.com

B. **Project Description.** The Contractor will construct the project described in **Exhibit A** ("**List of Drawings**").

C. **Representations of Contractor.** The Village has provided the Contractor a description of the specifications for the Services, a copy of which is attached as **Exhibit B** to this Agreement ("**Specifications**"). The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the construction services set forth in Exhibit A and Exhibit B (collectively, the "**Services**") in a manner consistent with the standards of professional practice by recognized firms providing services of a similar nature.

D. **Agreement Amount.** The total amount billed by the Contractor for the Services under this Agreement shall not exceed **\$961,564.00** ("**Agreement Amount**"), as outlined in **Exhibit C**, unless amended pursuant to Subsection 8A of this Agreement.

**SECTION 2. SCOPE OF SERVICES.**

A. **Retention of the Contractor.** The Village retains the Contractor to perform, and the Contractor agrees to perform, the Services.

B. **Services.** The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement: Time of Performance.** The Contractor shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties and payment by the Village to the Contractor of the initial down payment

described in Subsection 3B (the “**Commencement Date**”). The Contractor shall diligently and continuously prosecute the Services until the completion of the Services, as determined by the Village Manager, but in no event later than May 9, 2025 (“**Time of Performance**”).

**D. Reporting.** The Contractor shall regularly report to the Village Manager, or their designee, regarding the progress of the Services during the term of this Agreement.

### **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village. All reimbursable expenses should be incorporated in the proposed project cost. If the services of an outside Contractor or professional are recommended/needed, those costs shall be listed separately from the Agreement Amount.

**B. Invoices and Payment.** The Contractor shall be paid as provided in **Exhibit C**, including a downpayment equal to 30% of the Agreement Amount payment prior to the commencement of the Services for the specific purpose of ordering material. The Contractor shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Contractor. The amount billed in any such invoice shall be based on the method of payment set forth in **Exhibit C**. The Village shall pay to the Contractor the amount billed in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

**C. Records.** The Contractor shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Contractor for Services performed under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

**D. Claim In Addition To Agreement Amount.** If the Contractor wishes to make a claim for additional compensation as a result of action taken by the Village, the Contractor shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

**E. Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

**F. Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

### **SECTION 4. PERSONNEL: SUBCONTRACTORS.**

**A. Key Project Personnel.** The Contractor identified in Section 1A shall be primarily responsible for carrying out the Services. The Contractor's obligations, rights, and duties under this Agreement shall not be assigned unless assignment is made in accordance with Subsection 8B.

**B. Availability of Personnel.** The Contractor shall provide all personnel necessary to complete the Services. The Contractor shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to the termination of personnel or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation of personnel.

**C. Approval and Use of Subcontractors.** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Contractor. For purposes of this Agreement, the term "Contractor" shall be deemed also to refer to all subcontractors of the Contractor, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Contractor shall have no claim for damages, for compensation in excess of the amount contained in this Agreement. or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

## **SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term "***Confidential Information***" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the Village prior to the time of disclosure of said information to the Contractor under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Village; or (iv) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Contractor.** The Contractor acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and

subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

**SECTION 6. WARRANTY: INDEMNIFICATION: INSURANCE.**

**A. Warranty of Services.** The Contractor warrants that the Services shall be performed in accordance with the standard of care and diligence practiced by civil contractors in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

**B. Indemnification.** To the full extent provided by law, the Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, hold harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Contractor's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the Village.

**C. Insurance.** Contemporaneous with the Contractor's execution of this Agreement, the Contractor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit D to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Manager may impose in the exercise of their sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. The Contractor shall, at all times during the term of this Agreement, maintain and keep in force, at the Contractor's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

**D. No Personal Liability.** No elected or appointed official, employee, or agent of the Village shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

**SECTION 7. CONTRACTOR AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (ii) to create any relationship between the Village and any subcontractor of the Contractor.

**B. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any

person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**C. No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**D. Sexual Harassment Policy.** The Contractor certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**E. Patriot Act Compliance.** The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

**F. Prevailing Wage Act.** Contractor shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to perform the Services in accordance with 820 ILCS 130/01 *et seq.* (the "**Prevailing Wage Act**"). Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Village. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to the Illinois Department of Labor as and when required by the Prevailing Wage Act. The Contractor agrees that, prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

**G. Drug-Free Workplace.** Contractor agrees to comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*

**H. Termination.** Notwithstanding any other provision hereof, the Village may terminate

this Agreement at any time upon 15 days' prior written notice to the Contractor. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit C.

I. **Term.** The term of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire by the Time of Performance, as specified in Subsection 2C. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Contractor or any right of indemnification of the Village by the Contractor.

J. **Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Services.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

K. **Default.** If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Contractor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Contractor.** The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

L. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor, or with any vendor solicited or recommended by the Contractor.

M. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Contractor to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Contractor, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.

N. **Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance of the Services to complete the Services and with any other Contractors engaged by the Village.

O. **News Releases, Marketing and Public Statements.** The Contractor shall not issue any news releases, utilize the Services provided in any marketing material or make other public statements regarding the Services without prior written approval from the Village Manager.

P. **Ownership.** Designs, drawings, plans, specifications, photos, video, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village.

## **SECTION 8. GENERAL PROVISIONS.**

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and Contractor.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed

received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Kenilworth  
419 Richmond Road  
Kenilworth, Illinois 60043  
Attention: Village Manager  
E-mail: [kthake@vok.org](mailto:kthake@vok.org)

With a copy to:  
Ancel Glink, P.C.  
140 South Dearborn St., 6<sup>th</sup> Flr.  
Chicago, IL 60603  
Attention: Gregory W. Jones  
E-mail: [gjones@ancelglink.com](mailto:gjones@ancelglink.com)

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

John Keno and Company, Inc. ("Contractor")  
8623 West Bryn Mawr Avenue, Suite 501  
Chicago, Illinois 60631  
(773) 380.0700  
Attention: Derek Schwanebeck, Project Manager  
Email: [dschwanebeck@johnkeno.com](mailto:dschwanebeck@johnkeno.com)

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Contractor shall be made or be valid against the Village.

**F. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such determination.

**G. Time of the Essence.** Time is of the essence in the performance of this Agreement.

**H. Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

**I. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Contractor with respect to the Services.

**J. Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any

such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**K. Exhibit.** Exhibits A, B, C, and D are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibits and the text of this Agreement, the text of this Agreement shall control.

**L. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law, but shall be construed as cumulative and shall be in addition to every other right, remedy, or benefit now or hereafter existing in law, equity, or by statute.

**M. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Contractor Status and Assurance**

Contractor's Status: ( ) \_\_\_\_\_ Corporation ( ) \_\_\_\_\_ Partnership ( ) Individual Proprietor  
(State) (State)

Contractor's Name:

\_\_\_\_\_

Doing Business As (if different):

\_\_\_\_\_

Signature of Contractor or Authorized Agent:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

(corporate seal)

\_\_\_\_\_

(if corporation)

Title/Position:

\_\_\_\_\_

Contractor's Business Address:

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

Contractor's Business Telephone: \_\_\_\_\_

Contractor's E-mail Address: \_\_\_\_\_

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

***[SIGNATURES FOLLOW ON NEXT PAGE]***

ATTEST:

By: Michael Gagnon  
Michael Gagnon  
Village Clerk

VILLAGE OF KENILWORTH

By: Cecily Kaz  
Cecily Kaz  
Village President

ATTEST:

By: Deeb Schwandke  
Title: Project Manager

CONTRACTOR

By: [Signature]  
Its: Treasurer

#1711510\_v2

**EXHIBIT A**

**LIST OF DRAWINGS**

**Attached**

# KENILWORTH BEACH IMPROVEMENTS

## VILLAGE OF KENILWORTH, IL

### AUGUST, 2024

PREPARED FOR:

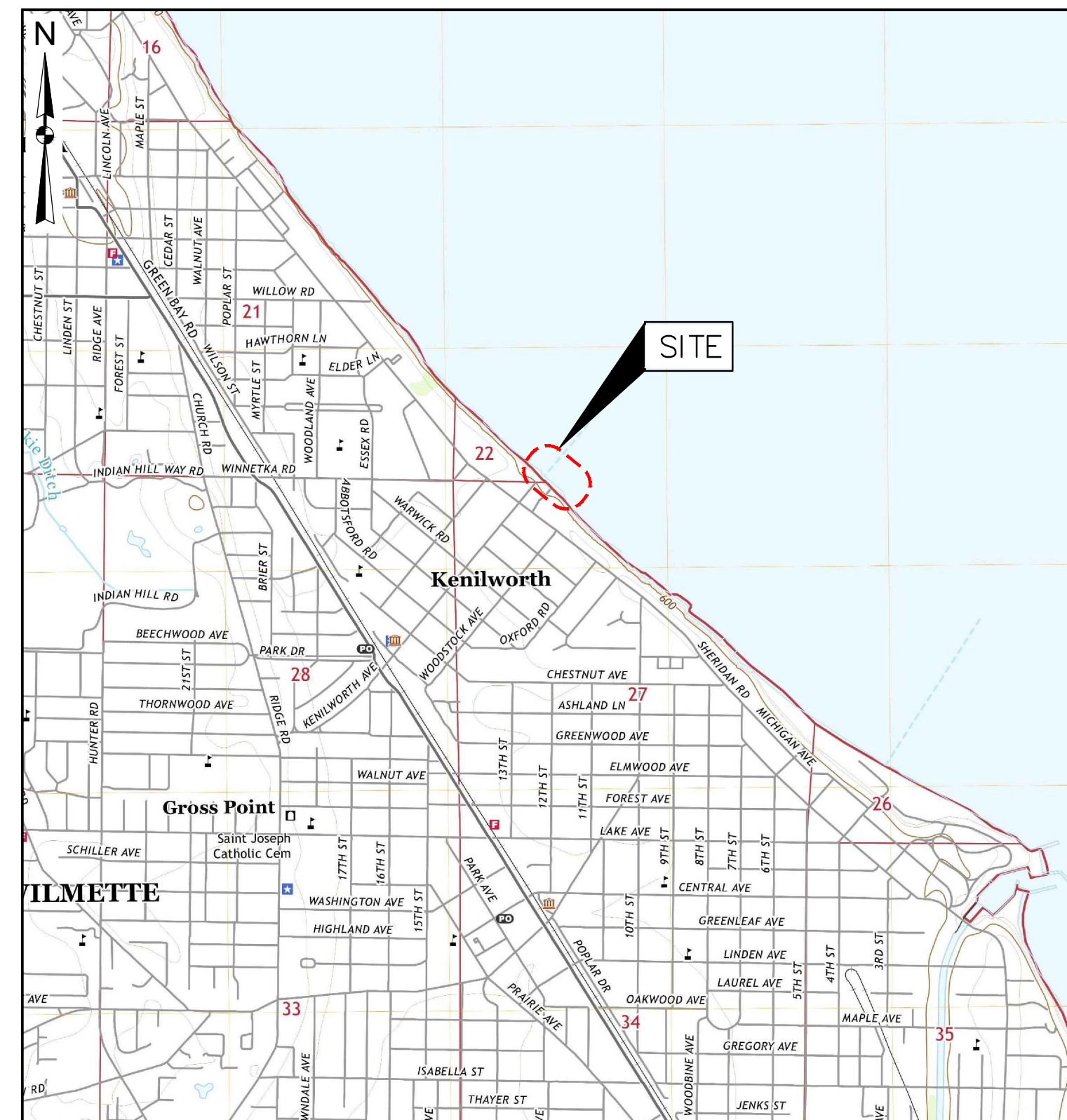


419 RICHMOND ROAD  
KENILWORTH, ILLINOIS 60043

DESIGNED BY:



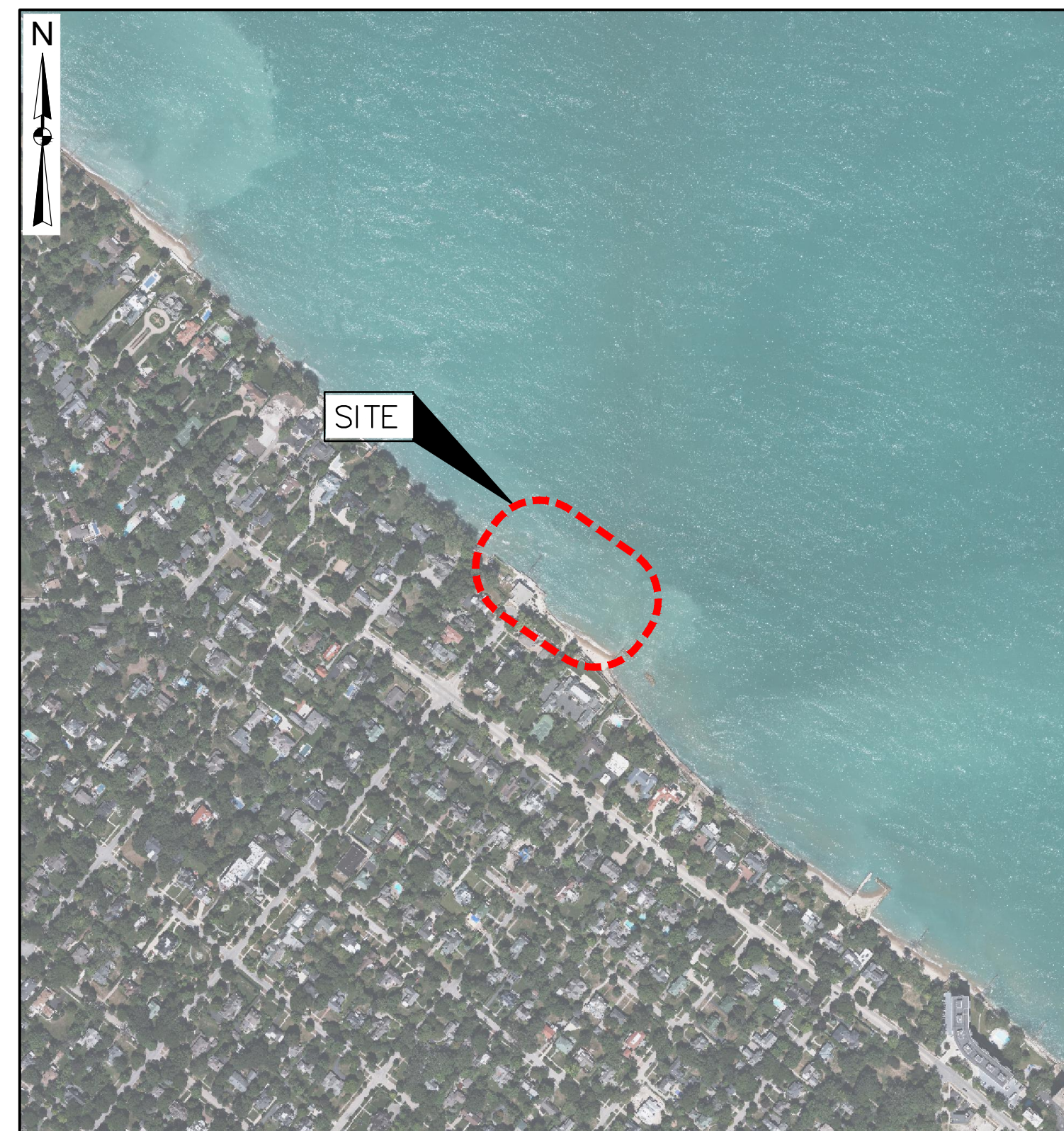
GZA GEOENVIRONMENTAL, INC.  
915 HARGER ROAD  
OAK BROOK, IL 60523  
(630)-323-3905



PROJECT LOCUS MAP



SOURCE: BASE MAP FROM THE FOLLOWING USGS QUADRANGLE MAP:  
EVANSTON, IL  
DIGITAL TOPOGRAPHIC MAPS PROVIDED BY USGSSTORE.GOV.



PROJECT VICINITY MAP



AERIAL BASE MAP DEVELOPED FROM AN ELECTRONIC  
IMAGE FILE PROVIDED BY MICROSOFT CORPORATION /  
DIGITAL GLOBE / CNES DISTRIBUTION AIRBUS DC IN 2023.

*D. Veriotti*  
DATED: 08/21/2024



ISSUED FOR  
CONTRACTOR BID

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NO.	ISSUE/DESCRIPTION	BY	DATE

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**KENILWORTH BEACH IMPROVEMENTS**  
37 KENILWORTH AVE  
KENILWORTH, IL 60043

TITLE SHEET

PREPARED BY:	GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR:	MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043
PROJ MGR:	DV	REVIEWED BY:	DV
DESIGNED BY:	DV	DRAWN BY:	CJB
DATE:	AUGUST, 2024	PROJECT NO.:	20.0157933.20
		CHECKED BY:	DV
		SCALE:	AS NOTED
		REVISION NO.:	
		DRAWING NO.:	1

© 2024 - GZA GeoEnvironmental, Inc. GZA-157933 KENILWORTH\20 SHORELINE PROTECTION D-E\FIGURES\1.DWG GZA\_20.0157933.20\_FINAL\_BID\_PACKAGE\_V7.DWG TITLE SHEET AUGUST 21, 2024 10:27AM COLIN BYRON

© 2024 - GZA GeoEnvironmental, Inc. GZA-15790010157990\157933 KENILWORTH\20 SHORELINE PROTECTION D-E\FIGURES\1 DWG\GZA\_20.0157933\_20\_FINAL\_BID\_PACKAGE\_V7.DWG NOTES AUGUST 21, 2024 10:27AM COLIN BYRON

**GENERAL NOTES**

**GENERAL**

1. THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INSURE THE LEAST OBSTRUCTION TO PEDESTRIAN AND VEHICLE TRAFFIC AND SHALL PROVIDE FOR THE SAFETY OF THE GENERAL PUBLIC, ALONG AND ADJACENT TO PATHS IN THE CONSTRUCTION AREA, IN AN ADEQUATE AND SATISFACTORY MANNER AT THE DIRECTION OF THE ENGINEER.
2. CONTRACTOR ACCESS TO WORK AREAS FROM PUBLIC ROADS MUST ONLY BE BY ACCESS ROUTES SHOWN IN THE DRAWINGS. AREAS DAMAGED DURING THE WORK, MUST BE RETURNED TO THEIR PRE-CONSTRUCTION CONDITION. IF TREES ARE TO BE DISTURBED OR REMOVED IN ORDER TO ALLOW CONTRACTOR VEHICLES AND EQUIPMENT PASSAGE, THE CONTRACTOR MUST FIRST IDENTIFY THE TREES AND RECEIVE THE APPROVAL OF THE OWNER BEFORE REMOVING THE TREES.
3. THE CONTRACTOR MAY USE STAGING AND STORAGE AREAS SHOWN ON THE CONTRACT DRAWINGS. ALL STAGING AND AREAS USED BY THE CONTRACTOR MUST BE RETURNED TO THEIR PRE-CONSTRUCTION CONDITION.
4. NO DISTURBANCE SHALL OCCUR OUTSIDE SITE BOUNDARIES.
5. CONTRACTOR SHALL USE MATERIALS THAT CONFORM TO THE SPECIFICATIONS.
6. CONTRACTOR SHALL SMOOTHLY GRADE TRANSITIONS BETWEEN EXISTING AND PROPOSED.
7. CONTRACTOR TO VERIFY EXISTING SITE CONDITIONS BEFORE STARTING WORK, INCLUDING ALL EXISTING UTILITIES.
8. MATERIAL QUANTITY ESTIMATES ARE PROVIDED FOR CONVENIENCE. CONTRACTOR TO VERIFY MATERIAL QUANTITIES BASED ON ACTUAL FIELD CONDITIONS AND ITS MEANS AND METHODS. ACTUAL MATERIAL QUANTITIES PLANNED SHALL BE PROVIDED TO THE ENGINEER 5 DAYS BEFORE ORDERING.

**SURVEY**

1. HORIZONTAL DATUM IS NAD83, ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE.
2. VERTICAL DATUM IS INTERNATIONAL GREAT LAKES DATUM 1985 (IGLD 85) IN US SURVEY FEET.
3. CONVERSION FROM NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) TO IGLD85 IS AS FOLLOWS:  
IGLD 85 = NAVD 88 - 0.55'
4. LOW WATER DATUM (LWD) = 577.5' IGLD 85.
3. ORDINARY HIGH WATER MARK (OHWM) = 582.3' IGLD 85, BASED ON A FIELD DELINEATION PERFORMED ON 7-11-23 BY GZA.
4. WATER LEVEL ON FEBRUARY 13, 2024 = 578.9' IGLD 85.
5. TOPOGRAPHIC AND BATHYMETRIC SURVEY INFORMATION COLLECTED BY TERRA TECHNOLOGY LAND SURVEYING, INC. ON 6/12/2020, SUPPLEMENTED BY BEACH SURVEY BY GZA JULY 11, 2023 AND SEPTEMBER 1, 2023.
6. PROPERTY LINES ARE APPROXIMATED.

**BASE BID - MATERIAL QUANTITIES**

**ASSUMED VALUES AND MATERIAL PROPERTIES**

- STONE DENSITY MIN. 165 PCF

**TOTAL STONE FILL**

- CORE STONE = 70 TONS
- 3.0 TO 5.0-TON ARMOR STONE = 1,930 TONS
- 4.5 TO 6.5-TON ARMOR STONE = 520 TONS

**SAND FILL AREA DISTRIBUTION**

- RECREATION BEACH FILL = 3,850 CYDS
- RECREATION BEACH MITIGATION SAND OVERFILL = 770 CYDS (20%)
- NORTH OF GROIN FILL = 700 CYDS
- NORTH OF GROIN MITIGATION SAND OVERFILL = 140 CYDS (20%)

**TOTAL SAND FILL**

- BIRD'S EYE SAND FILL = 4,260 CYDS
- TORPEDO SAND FILL = 1,200 CYDS
- TOTAL QUANTITY = 5,460 CYDS

**STEEL SHEET PILE CAP CONCRETE REPAIR QUANTITY**

- CONCRETE QUANTITY = 13 CYDS

**TRUCKING ROUTES**



PHOTO 1: USGS MAP WITH DESIGNATED TRUCKING ROUTE.

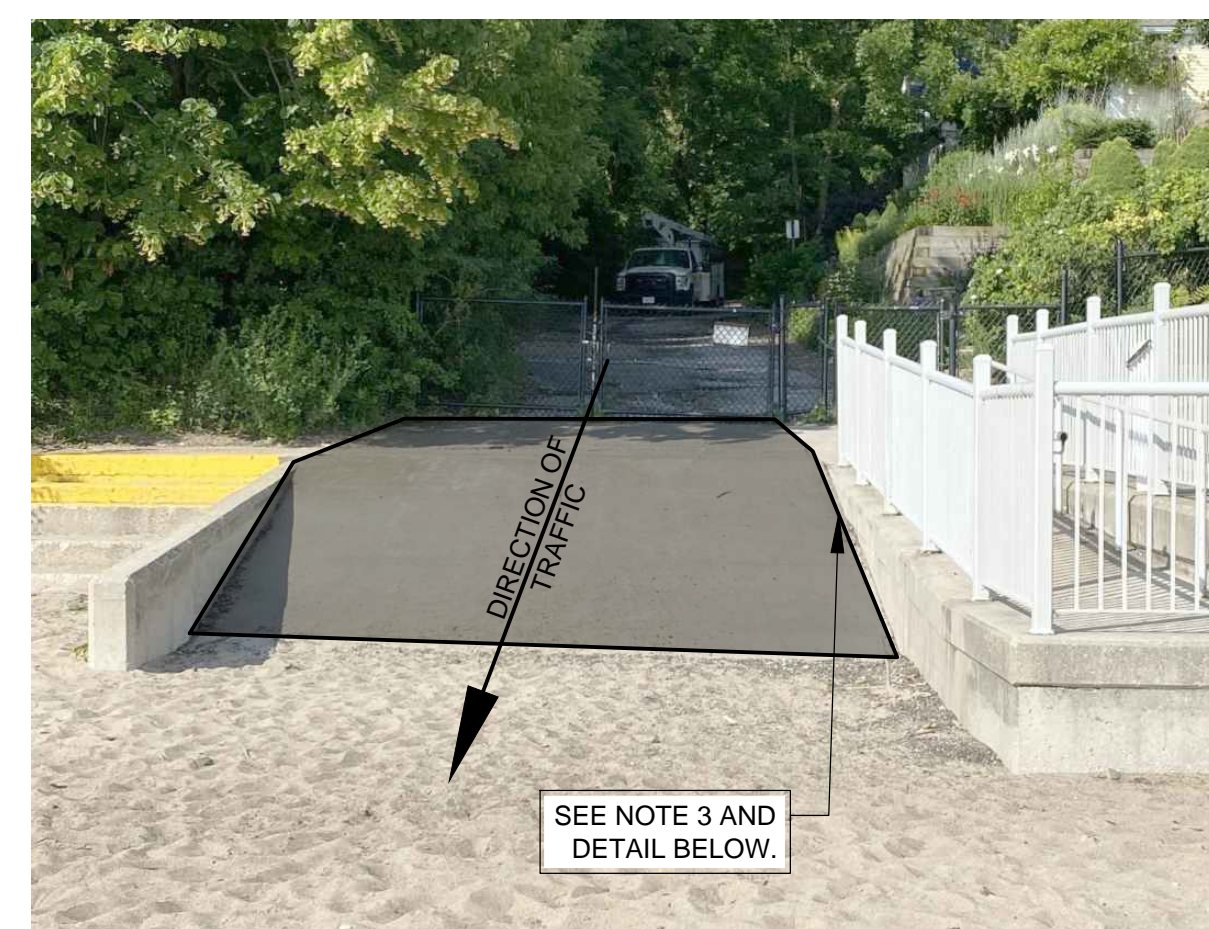
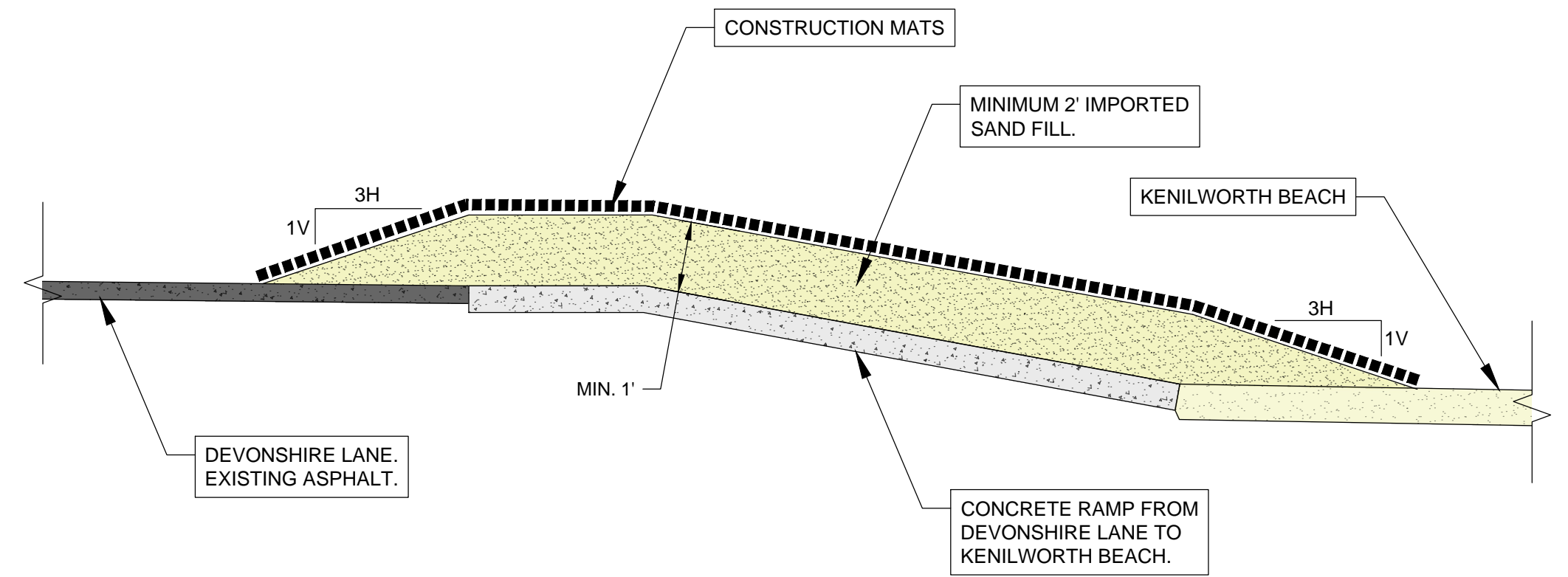


PHOTO 2: EXISTING CONCRETE RAMP FROM DEVONSHIRE LANE TO KENILWORTH BEACH

**NOTES:**

1. TRUCKS CAN DRIVE NORTHEAST ON DEVONSHIRE LANE TO ENTER KENILWORTH BEACH FROM RAMP (PHOTO 2).
2. TRUCKS WILL EMPTY MATERIALS LOAD AND TURN AROUND ON BEACH AND RETURN TO DEVONSHIRE LANE AND HEAD SOUTHWEST TO SHERIDAN ROAD.
3. PLACE A MINIMUM OF 2 FEET OF IMPORTED SAND FILL WITH CONSTRUCTION MATS OVER EXISTING CONCRETE RAMP AT A 3H:1V TO PROTECT THE EXISTING CONCRETE.



**TEMPORARY CONCRETE RAMP PROTECTION DETAIL**  
N.T.S.

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<p><b>KENILWORTH BEACH IMPROVEMENTS</b> 37 KENILWORTH AVE KENILWORTH, IL 60043</p>			
<p>NOTES, QUANTITY ESTIMATES AND TRUCKING ROUTES</p>			
<p>PREPARED BY:  GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com</p>		<p>PREPARED FOR: MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043</p>	
<p>PROJ MGR: DV DESIGNED BY: DV DATE: AUGUST, 2024</p>	<p>REVIEWED BY: DV DRAWN BY: CJB PROJECT NO. 20.0157933.20</p>	<p>CHECKED BY: DV SCALE: AS NOTED REVISION NO.</p>	<p>DRAWING NO. <b>2</b></p>

© 2024 - GZA GeoEnvironmental, Inc. GZA-157900101579933 KENILWORTH, IL 60043 PROTECTION D-E (FIGURES) 1. DWG\GZA\_20.0157933.20\_FINAL\_BID\_PACKAGE\_V7.DWG SITE PHOTOS AUGUST 21, 2024 10:27AM COLIN BYRON



PHOTO 1: LOOKING SOUTHEAST AT MAIN BEACH.



PHOTO 2: LOOKING NORTH AT DAMAGED STEEL SHEET PILE.

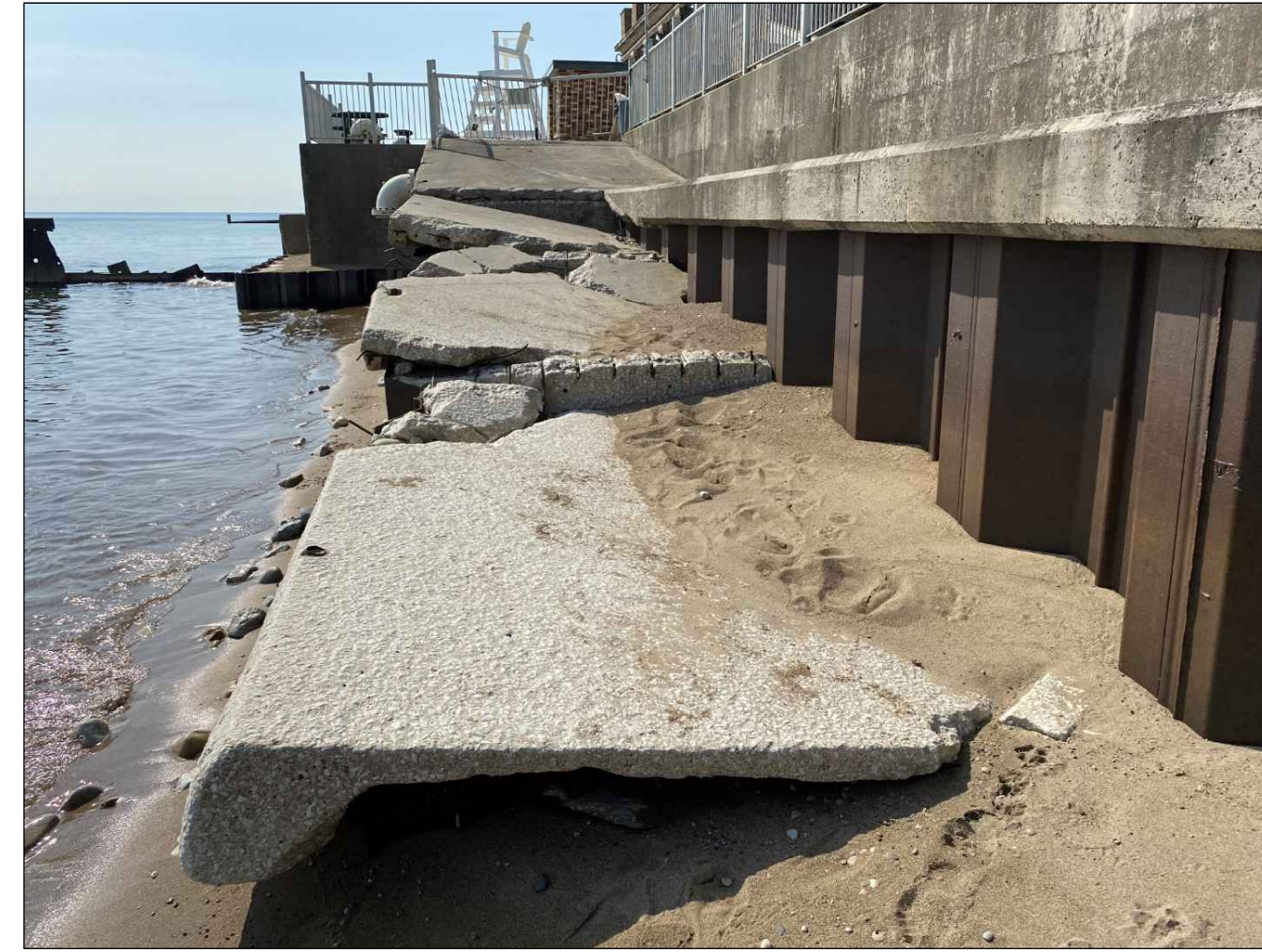


PHOTO 3: LOOKING SOUTHEAST AT DILAPIDATED CONCRETE RAMP.

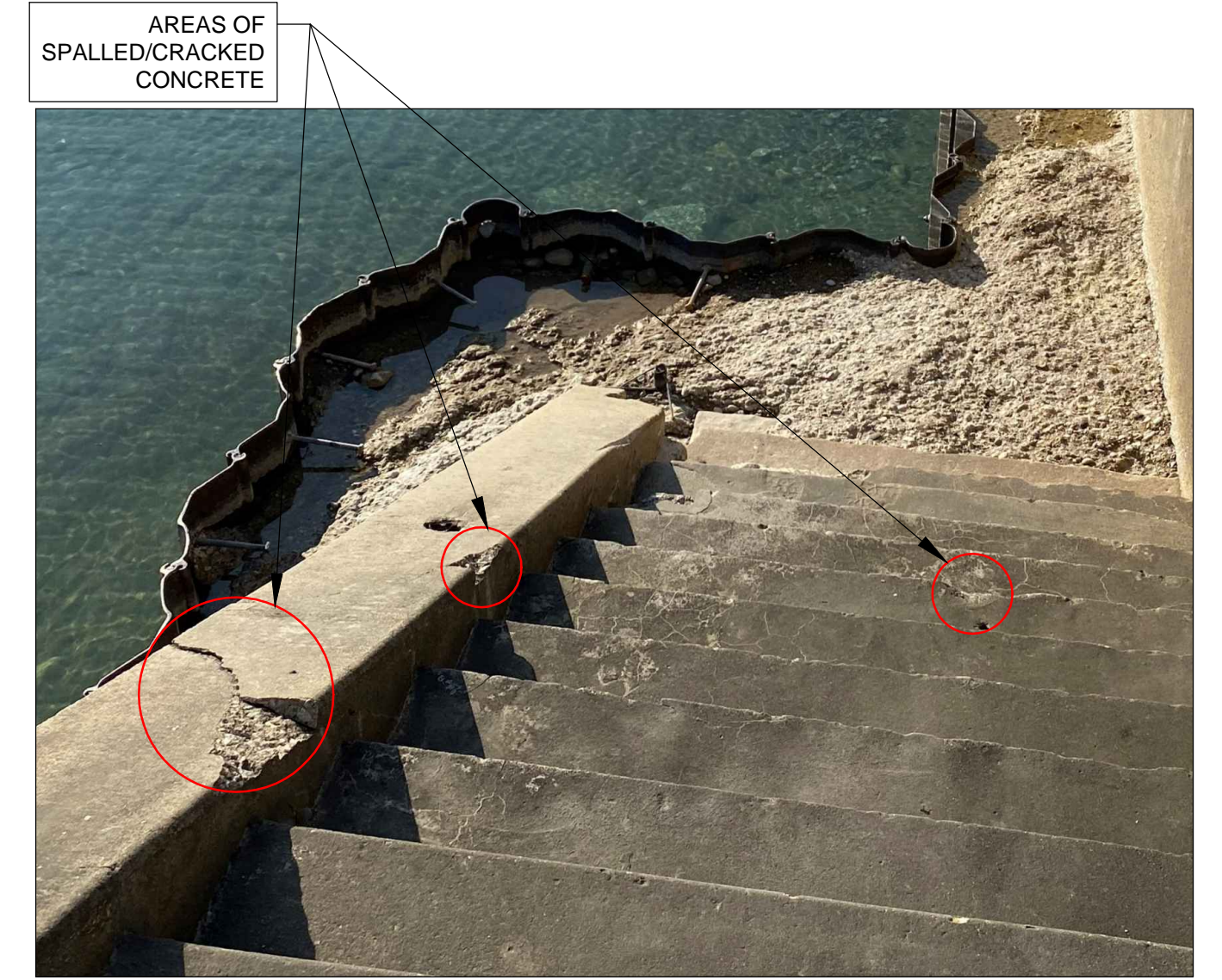


PHOTO 4: LOOKING SOUTHEAST AT SPALLED/CRACKED CONCRETE STAIRS AND STEEL SHEET PILE CAP.

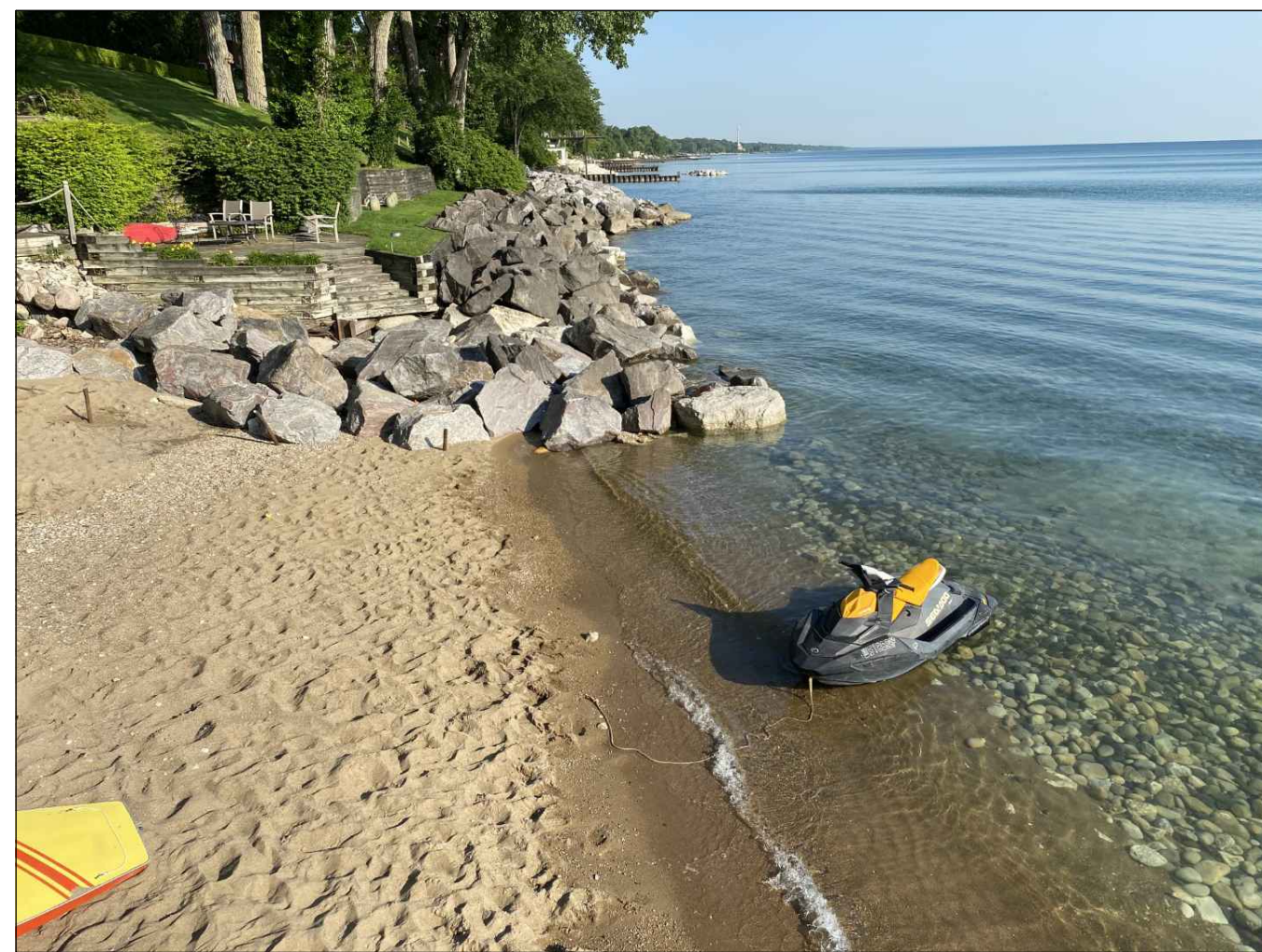


PHOTO 5: LOOKING NORTHWEST AT NORTH BEACH AND BOAT ACCESS.

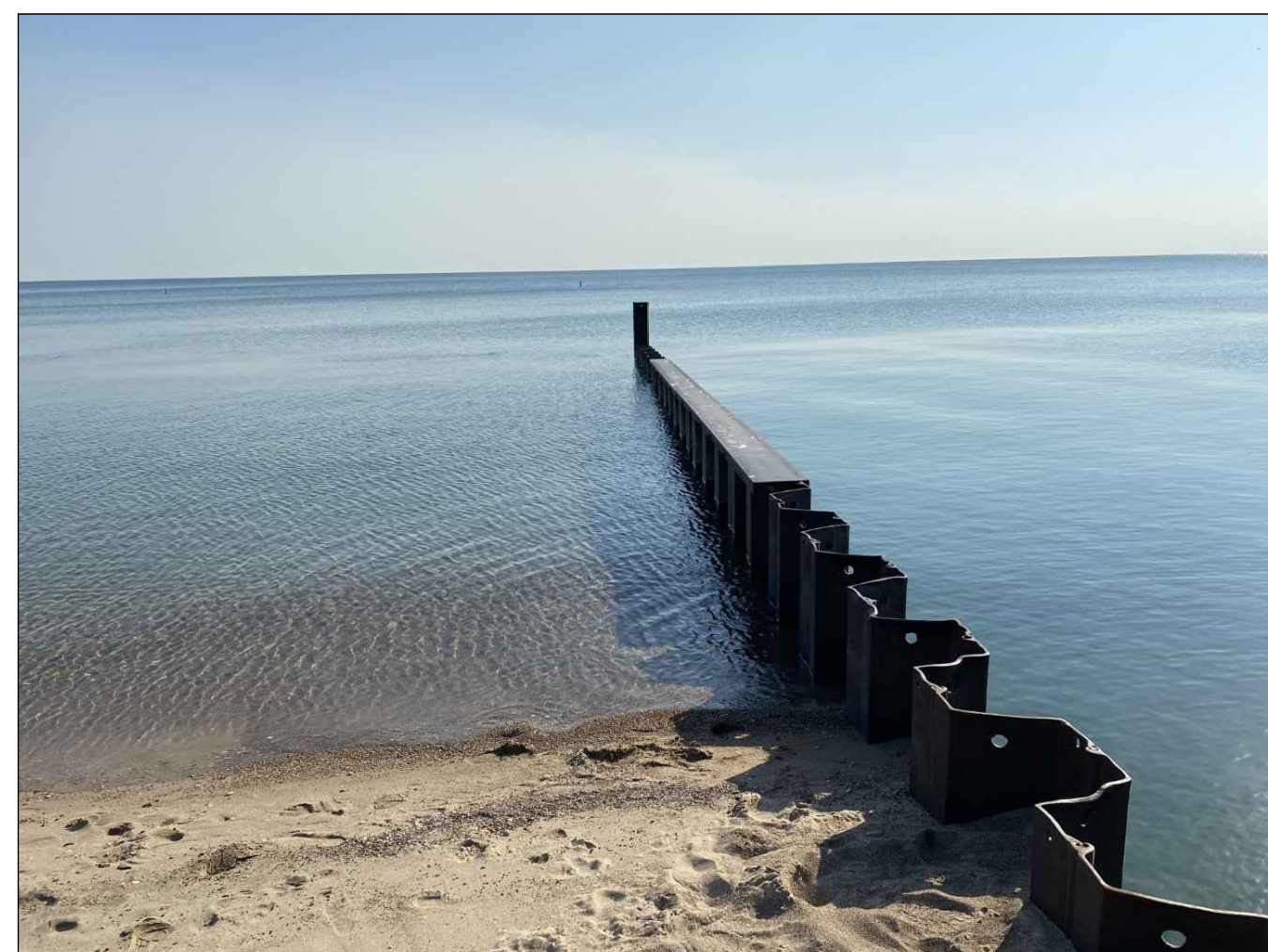


PHOTO 6: LOOKING EAST AT SOUTH STEEL SHEET PILE GROIN.



PHOTO 7: LOOKING NORTHEAST AT THE DAMAGED STEEL SHEET PILE CONCRETE CAP AND SPALLED/CRACKED CONCRETE STAIRCASE.

PHOTO LOCATION MAP

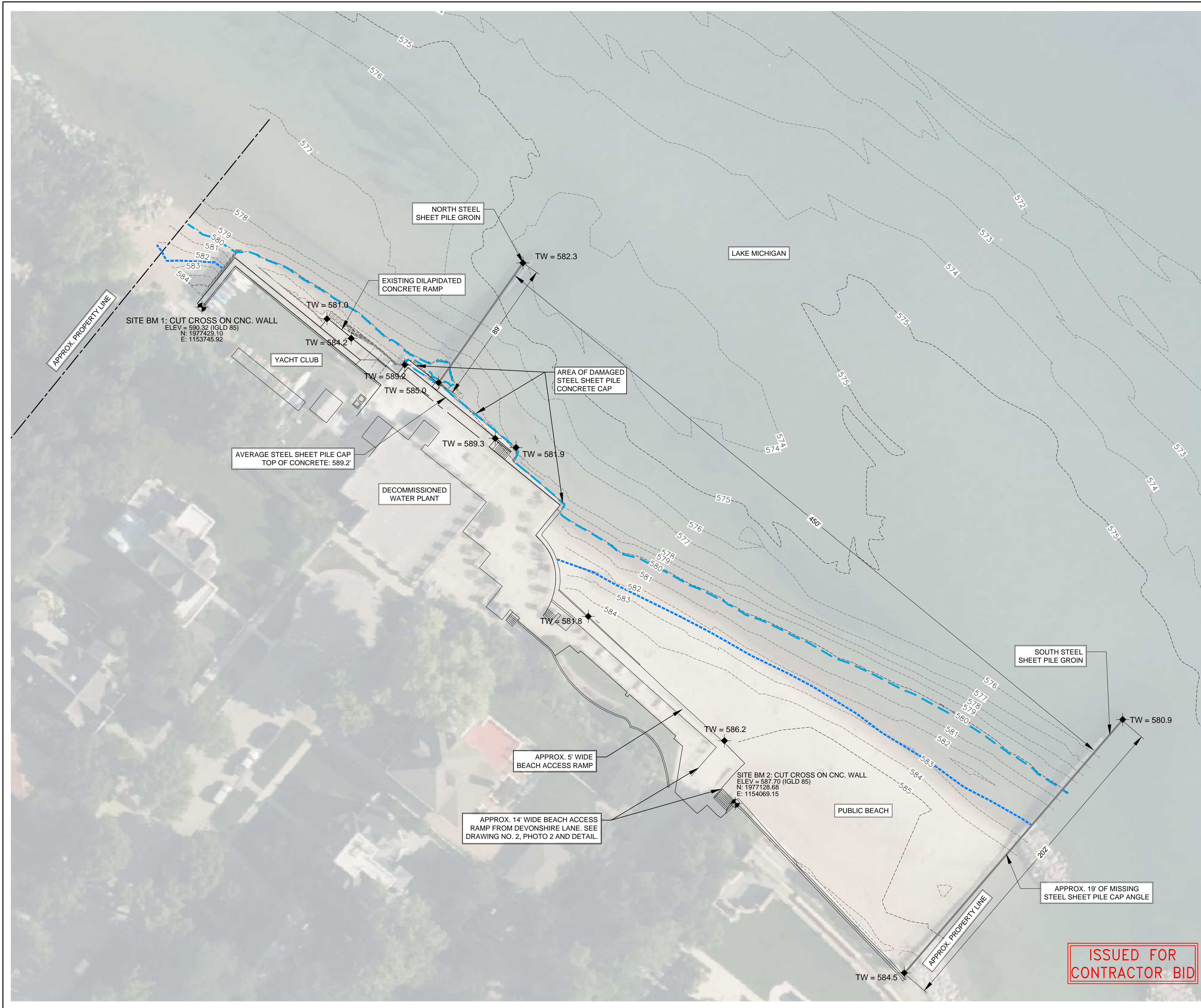


0 50' 100' 200' 300'  
SCALE IN FEET 1" = 100'

**ISSUED FOR CONTRACTOR BID**

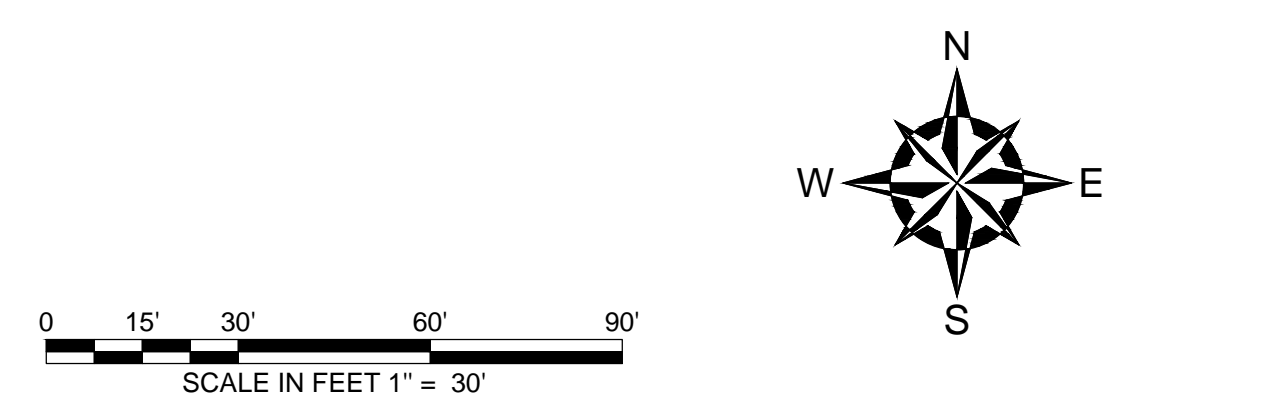
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<b>KENILWORTH BEACH IMPROVEMENTS</b> <b>37 KENILWORTH AVE</b> <b>KENILWORTH, IL 60043</b>			
SITE PHOTOGRAPHS			
PREPARED BY:	GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR:	MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043
PROJ MGR: DV	REVIEWED BY: DV	CHECKED BY: DV	DRAWING NO. <b>3</b>
DESIGNED BY: DV	DRAWN BY: CJB	SCALE: AS NOTED	
DATE: AUGUST, 2024	PROJECT NO: 20.0157933.20	REVISION NO.	

© 2024 - GZA GeoEnvironmental, Inc. GZA-15790010157990157993 KENILWORTH\_20 SHORELINE PROTECTION D-E\FIGURES\1.DWG GZA\_20.0157933.20\_FINAL\_BID PACKAGE\_V7.DWG EXISTING CONDITIONS AUGUST 21, 2024 10:27AM COLIN BYRON



- LEGEND**
- 580--- EXISTING APPROXIMATE MAJOR TOPOGRAPHIC CONTOUR LINE
  - EXISTING APPROXIMATE MINOR TOPOGRAPHIC CONTOUR LINE
  - TW = 581.9 ◆ EXISTING APPROXIMATE TOP OF WALL SPOT ELEVATION
  - ◆ EXISTING SITE BENCHMARK
  - EXISTING STEEL SHEET PILE
  - GZA DELINEATED OHWM = 582.3'
  - SURVEY WATER LEVEL = 580.1' (JULY 11, 2023)

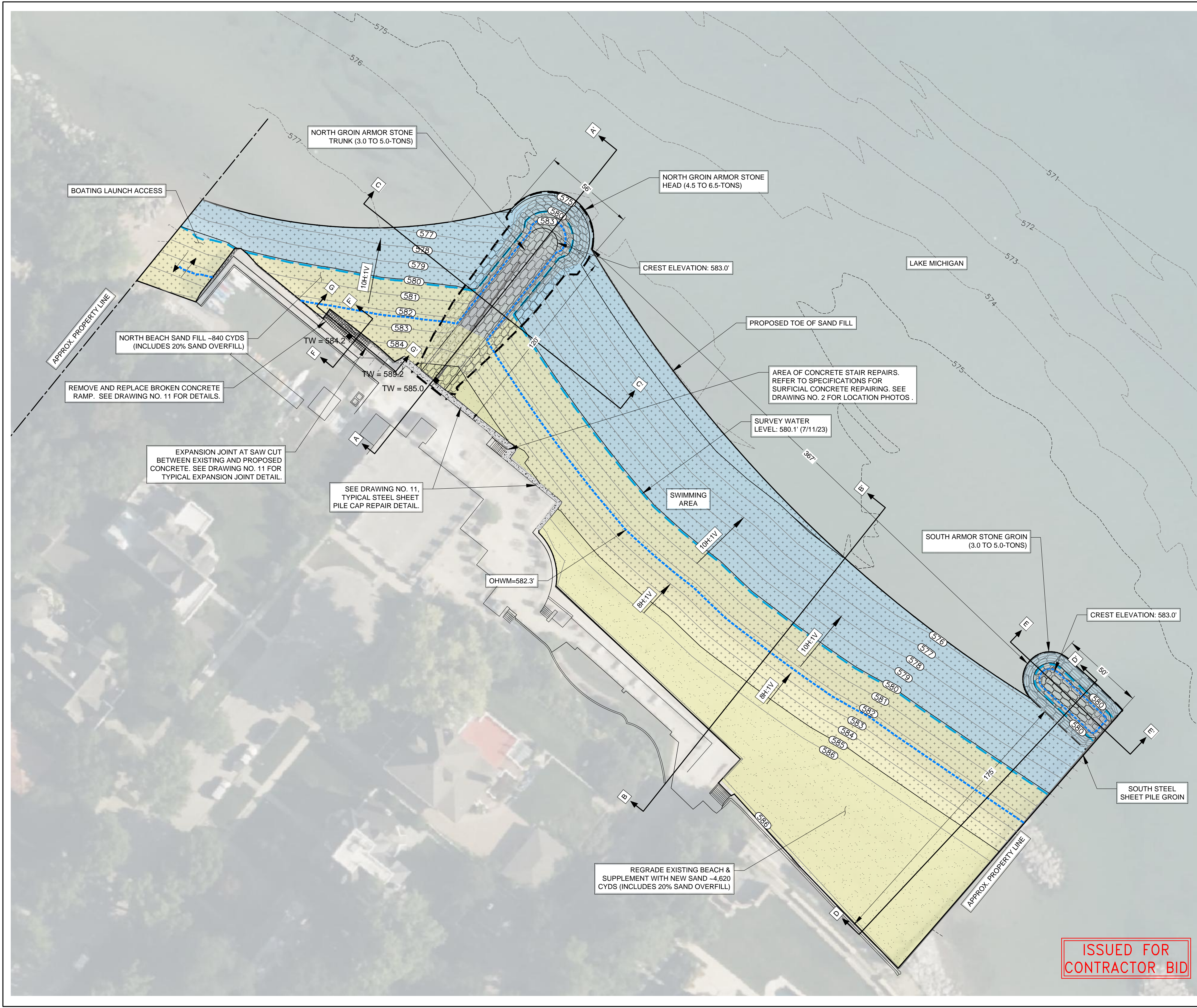
- NOTES:**
- SITE BM 1: CUT CROSS ON CNC. WALL
    - ELEVATION: 590.32 (IGLD 85)
    - NORTHING: 1,977,429.10
    - EASTING: 1,153,745.92
  - SITE BM2: CUT CROSS ON CNC. WALL
    - ELEVATION: 587.70 (IGLD 85)
    - NORTHING: 1,977,128.68
    - EASTING: 1,154,069.15
  - BENCHMARKS OBTAINED FROM TOPOGRAPHIC AND BATHYMETRIC SURVEY COLLECTED BY TERRA TECHNOLOGY LAND SURVEYING, INC. ON 6/12/2020. CONTRACTOR TO VERIFY BENCHMARKS IN THE FIELD.
  - SEE DRAWING NO. 2 FOR GENERAL AND SURVEY NOTES.



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<b>KENILWORTH BEACH IMPROVEMENTS</b> 37 KENILWORTH AVE KENILWORTH, IL 60043			
EXISTING CONDITIONS			
PREPARED BY:	GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR:	MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043
PROJ MGR:	DV	REVIEWED BY:	DV
DESIGNED BY:	DV	DRAWN BY:	CJB
DATE:	AUGUST, 2024	PROJECT NO.:	20.0157933.20
		CHECKED BY:	DV
		SCALE:	AS NOTED
		REVISION NO.:	
			<b>DRAWING NO.</b> <b>4</b>

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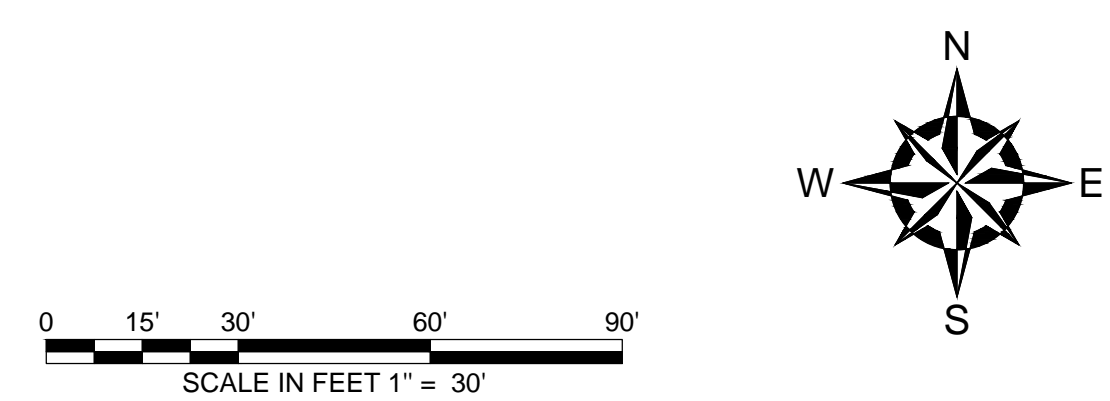
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**LEGEND**

	PROPOSED ARMOR STONE
	PROPOSED TORPEDO SAND FILL
	PROPOSED BIRD'S EYE SAND FILL
	PROPOSED BIRD'S EYE SAND FILL (UNDERWATER)
	AREA OF SSP CONCRETE CAP REPAIR
	REMOVE/REPLACE CONCRETE RAMP
	EXISTING STEEL SHEET PILE
	PROPOSED MAJOR TOPOGRAPHIC CONTOUR LINE
	PROPOSED MINOR TOPOGRAPHIC CONTOUR LINE
	EXISTING MAJOR TOPOGRAPHIC CONTOUR LINE
	EXISTING MINOR TOPOGRAPHIC CONTOUR LINE
	SURVEY WATER LEVEL = 580.1' (7/11/23)
	GZA DELINEATED OHWM = 582.3'

- NOTES:**
1. THE PERMIT APPLICATION SHOWS 1,475 CYDS OF SAND FILL FOR THE NORTH GROIN AND 4,050 CYDS FOR THE SOUTH BEACH FOR A TOTAL OF 5,525 CYDS.
  2. SEE DRAWING NO. 2 FOR GENERAL AND SURVEY NOTES.



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**KENILWORTH BEACH IMPROVEMENTS**  
**37 KENILWORTH AVE**  
**KENILWORTH, IL 60043**

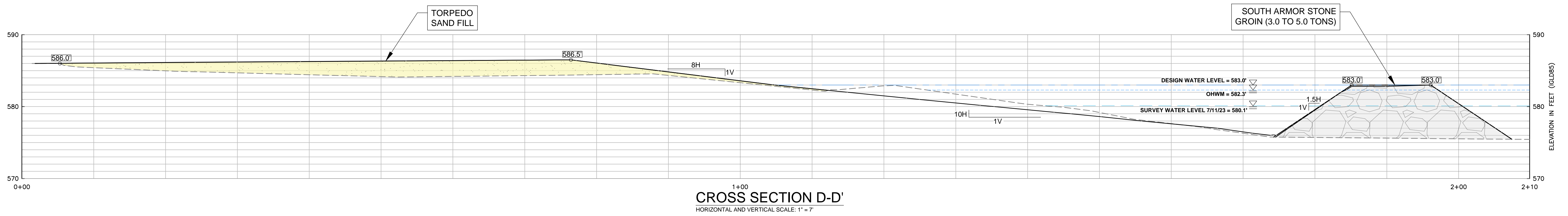
**SITE PLAN**

PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com	PREPARED FOR: MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043
PROJ MGR: DV DESIGNED BY: DV DATE: AUGUST, 2024	REVIEWED BY: DV DRAWN BY: CJB PROJECT NO. 20.0157933.20
CHECKED BY: DV SCALE: AS NOTED REVISION NO.	DRAWING NO. <b>5</b>

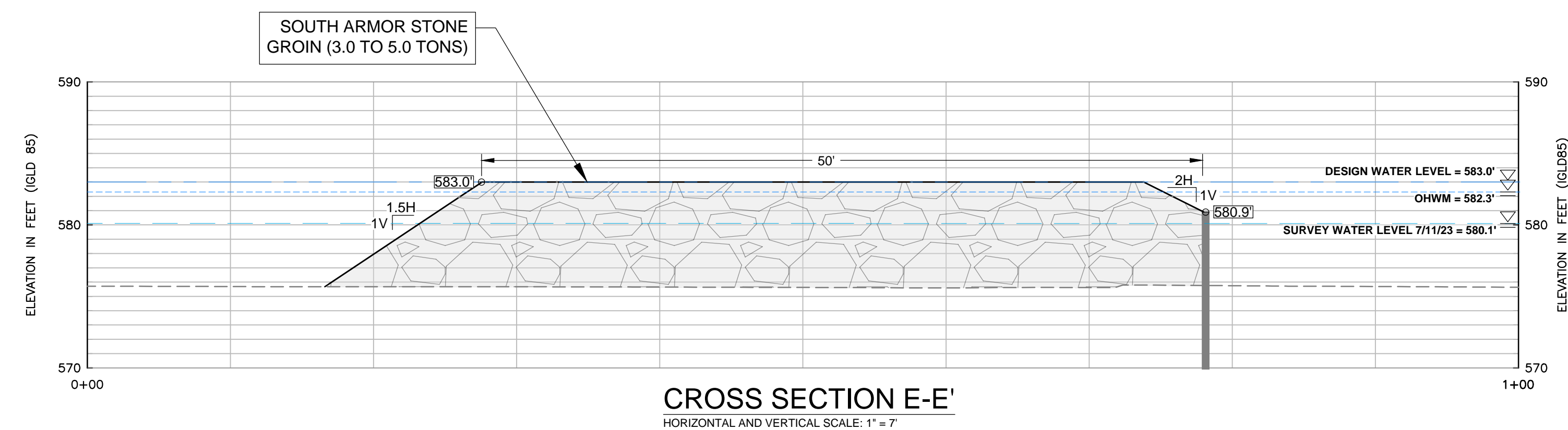
**ISSUED FOR CONTRACTOR BID**



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**CROSS SECTION D-D'**  
HORIZONTAL AND VERTICAL SCALE: 1" = 7'



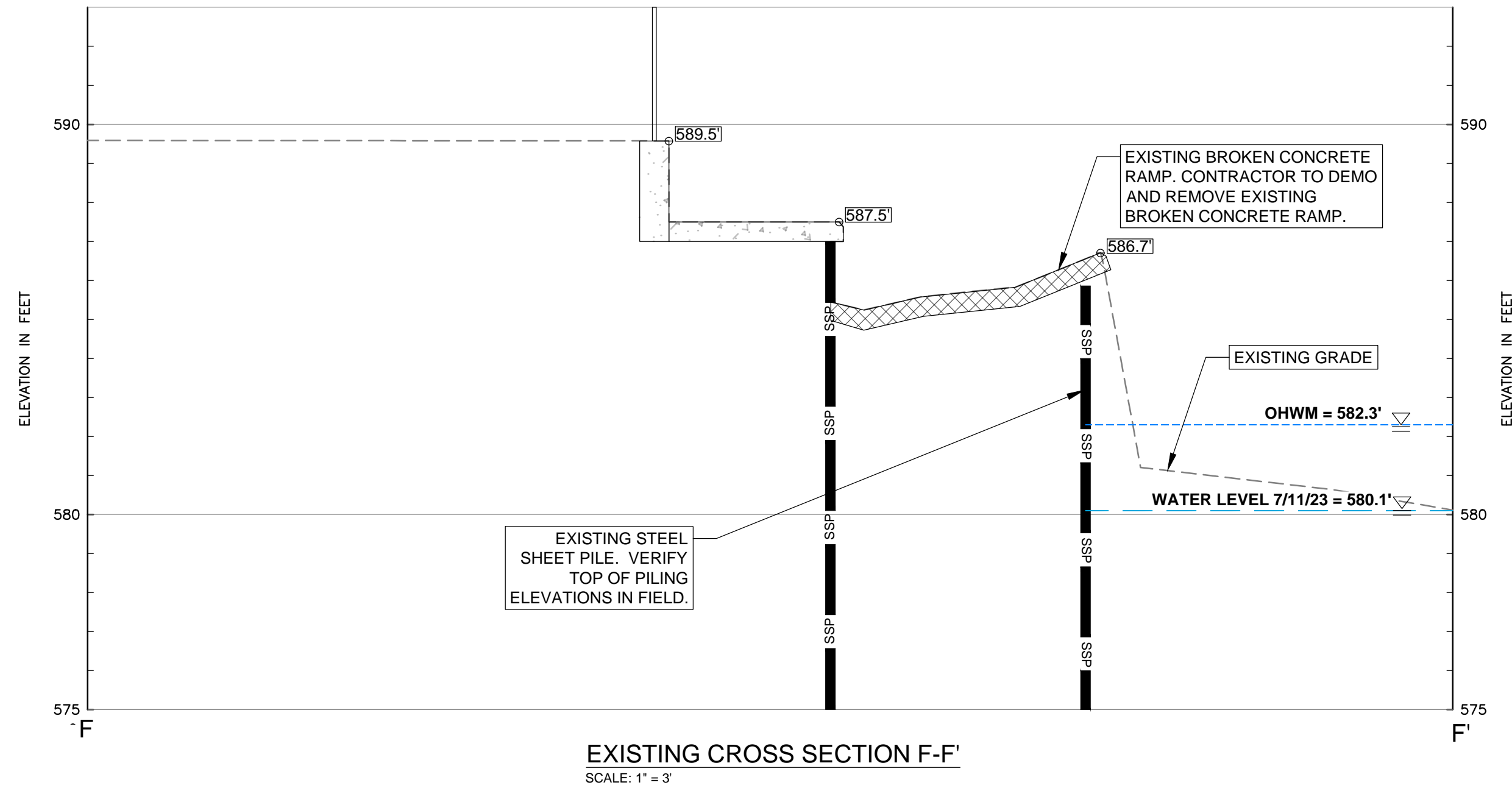
**CROSS SECTION E-E'**  
HORIZONTAL AND VERTICAL SCALE: 1" = 7'

- LEGEND**
- EXISTING GRADE
  - PROPOSED GRADE
  - OHWM = 582.3'
  - SURVEY WATER LEVEL (07/11/2023) = 580.1'
  - DESIGN WATER LEVEL = 583.0'
  - PROPOSED TORPEDO SAND FILL
  - PROPOSED ARMOR STONE
  - PROPOSED CORE STONE (600 TO 1000 LBS)

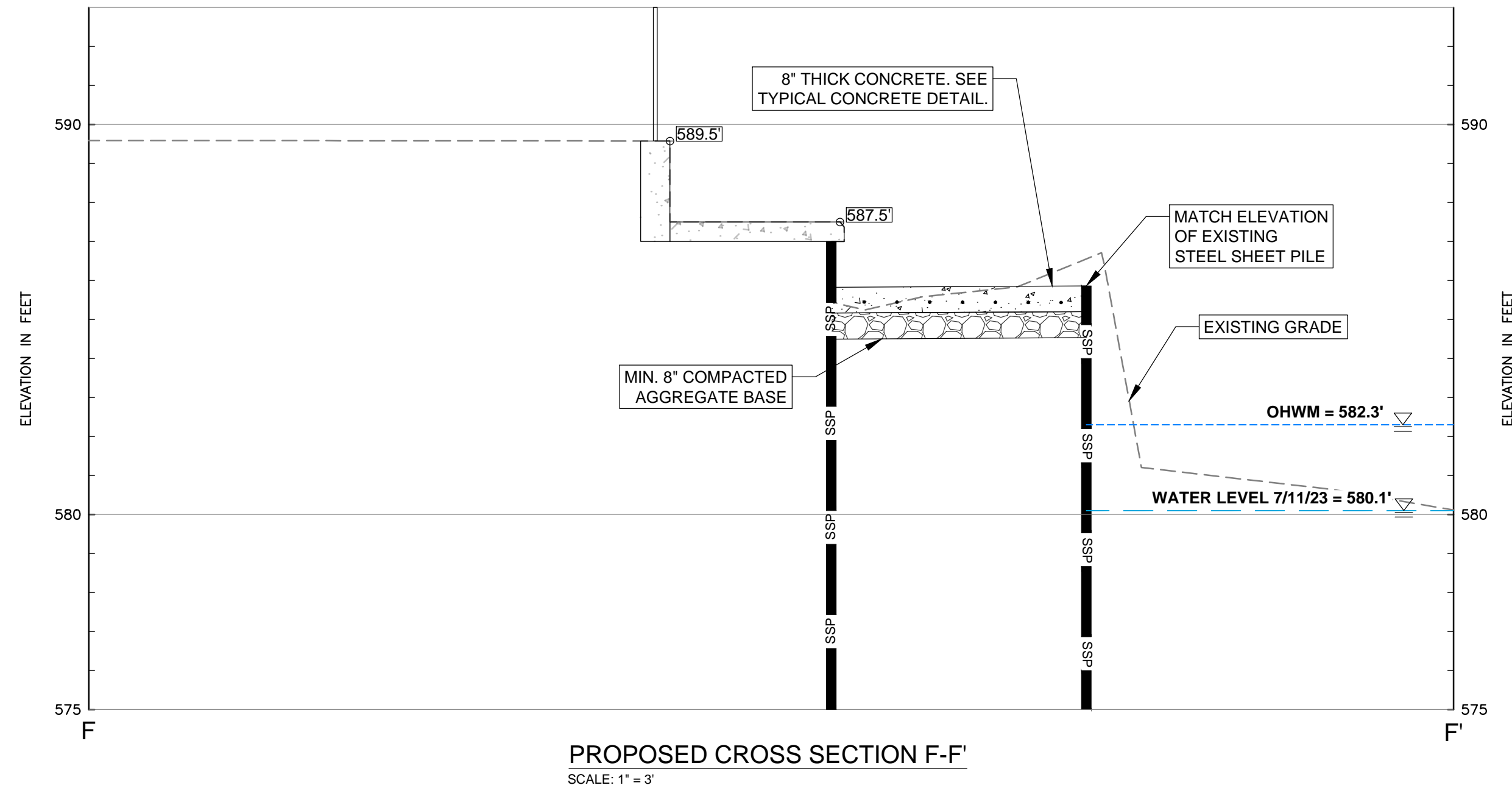
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<p><b>KENILWORTH BEACH IMPROVEMENTS</b> 37 KENILWORTH AVE KENILWORTH, IL 60043</p>			
<p>CROSS SECTIONS (2 OF 2)</p>			
<p>PREPARED BY:  GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com</p>		<p>PREPARED FOR: MR. PATRICK BRENNAN VILLAGE OF KENILWORTH 419 RICHMOND ROAD KENILWORTH, ILLINOIS 60043</p>	
PROJ MGR: DV	DESIGNED BY: DV	REVIEWED BY: DV	CHECKED BY: DV
DATE: AUGUST, 2024	DRAWN BY: CJB	PROJECT NO: 20.0157933.20	SCALE: AS NOTED
			DRAWING NO. <b>7</b>

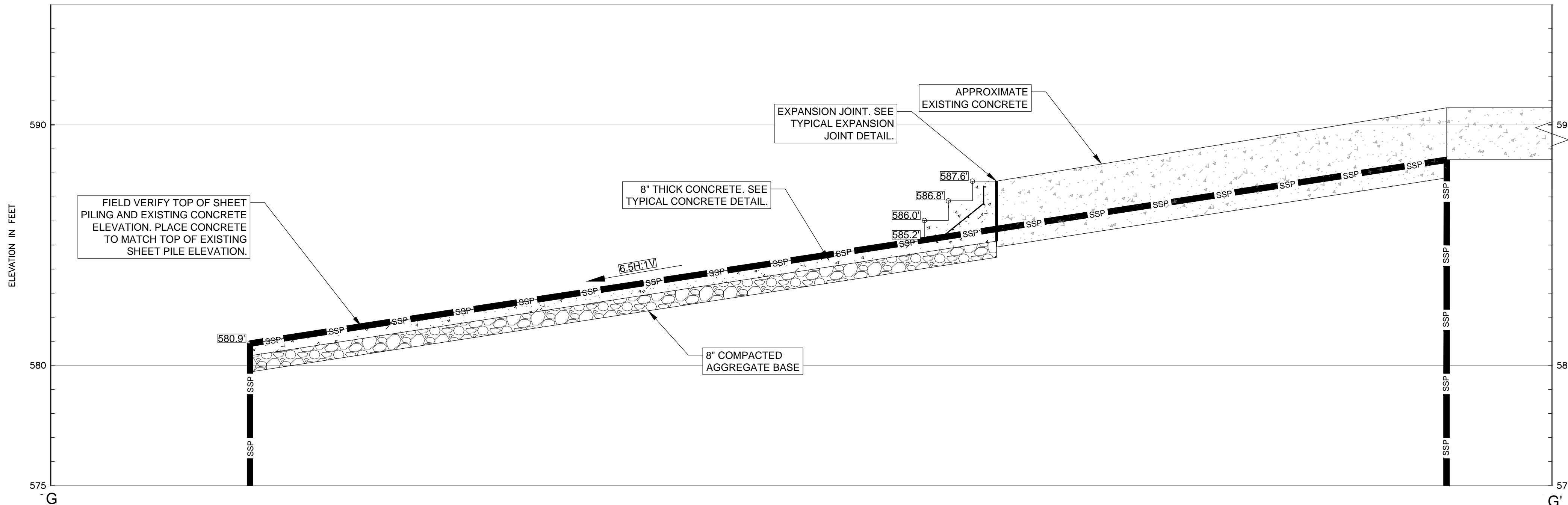
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**EXISTING CROSS SECTION F-F'**  
SCALE: 1" = 3'

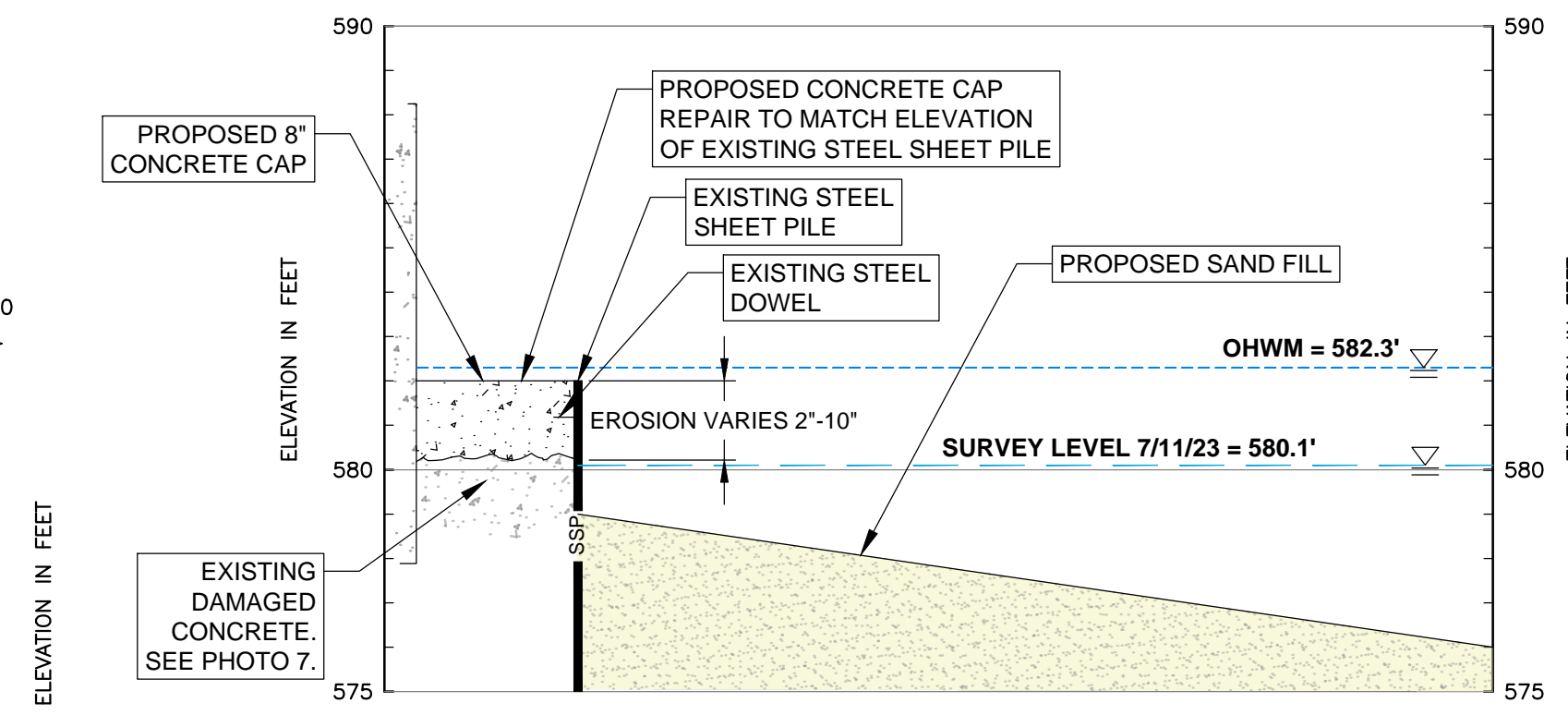


**PROPOSED CROSS SECTION F-F'**  
SCALE: 1" = 3'

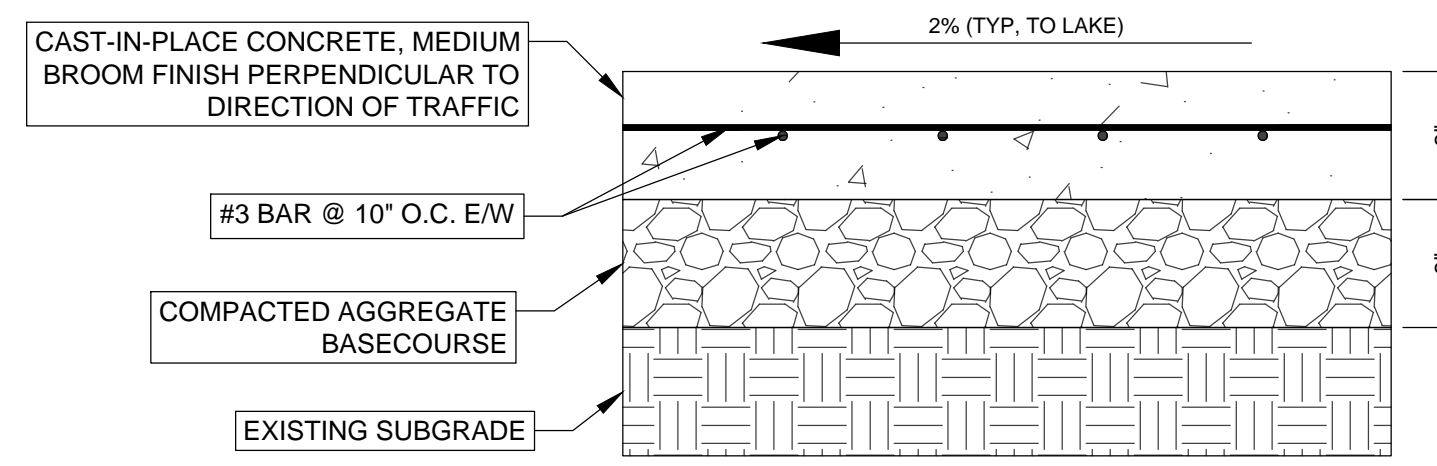


**PROPOSED CROSS SECTION G-G'**  
SCALE: 1" = 3'

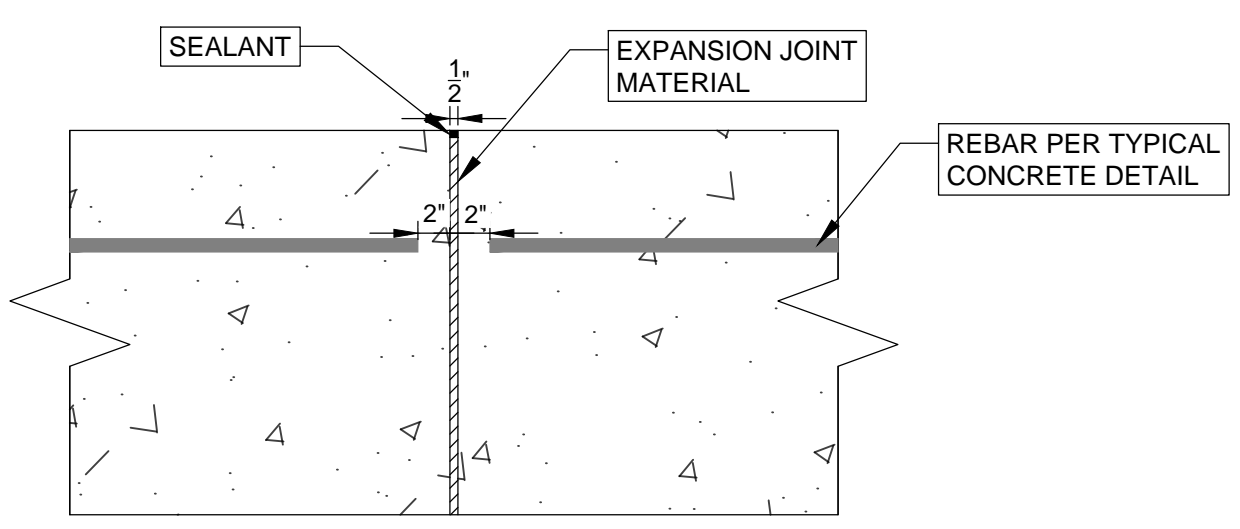
NOTES: REMOVE EXISTING SAND AND GRAVEL FROM SUBBASE PRIOR TO PLACING AND COMPACTING AGGREGATE BASE.



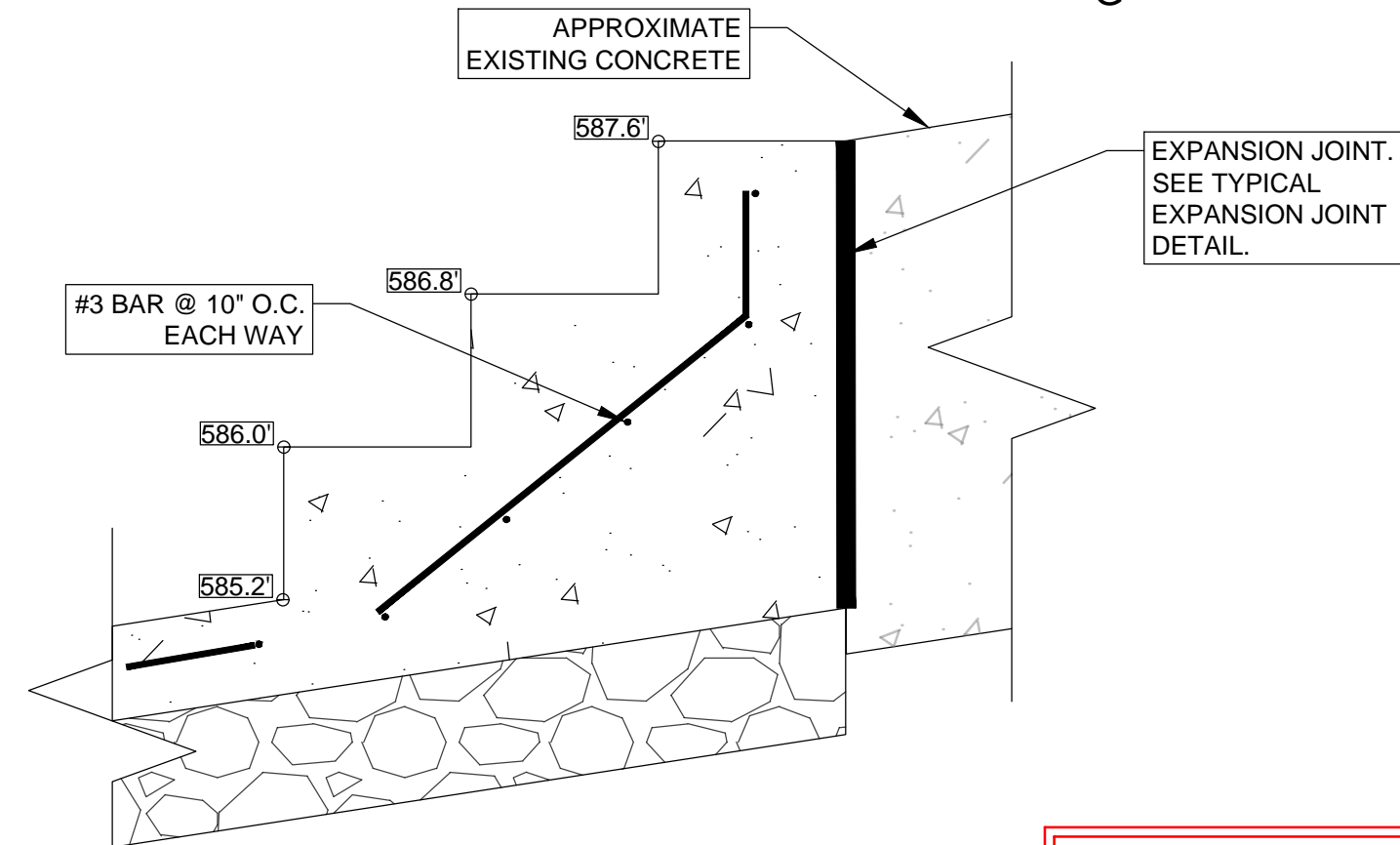
**TYPICAL STEEL SHEET PILE CAP REPAIR DETAIL**  
SCALE: N.T.S.



**TYPICAL CONCRETE DETAIL**  
SCALE: N.T.S.



**TYPICAL EXPANSION JOINT**  
SCALE: N.T.S.



**CONCRETE STAIR REINFORCEMENT DETAIL**  
SCALE: N.T.S.

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<b>KENILWORTH BEACH IMPROVEMENTS</b> <b>37 KENILWORTH AVE</b> <b>KENILWORTH, IL 60043</b>			
<b>DETAILS</b>			
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DATE: AUGUST, 2024	DRAWN BY: CJB	PROJECT NO: 20.0157933.20	SCALE: AS NOTED
			REVISION NO.
			8

**EXHIBIT B**

**PROJECT SPECIFICATIONS**

**Attached**

**SPECIFICATIONS  
Kenilworth Beach Improvements  
Kenilworth, IL**

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**SECTION 01100**  
**SUMMARY OF WORK**

**PART 1. GENERAL**

1.1 LOCATION AND SCOPE OF WORK

- A. The Work consists of providing a new, rehabilitated north groin with armor stone and beach nourishment. The south groin will be provided with a stone spur. Concrete repairs will be provided to the access ramp and stairs. A steel cap channel will be provided and welded to the south SSP groin.
- B. There is a project BASE BID 1, which includes providing a straight north groin with armor stone and core stone; a south groin stone spur and steel cap channel; access ramp, building bulkhead stairs and concrete repairs; and sand nourishment. This includes a project start in April 2024 and substantial completion by June 7, 2024. The BASE BID 2 includes the same items, but with a project start after September 3, 2024 and substantial completion by April 25, 2025. The project ALTERNATE BID 1 includes all of the items from the BASE BID, with the addition of a breakwater T” extension at the offshore end of the north stone groin. The project start is in April 2024 with substantial completion by June 7, 2024. The project ALTERNATE BID 2 includes the same work items, but with project start after September 3, 2024 and substantial completion by April 25, 2025.
- C. The project includes site preparation; delivery of stone and sand materials; creating a north stone groin with armor stone and core layer; providing a south groin spur; preparing the building bulkhead concrete with surficial removal for providing a new, reinforced concrete cap; and a new, reinforced concrete cap for the access ramp. The existing south concrete stairs will be surficial repaired. The imported beach sand will be graded in place.
- D. The Work is located in Kenilworth, Illinois.
- E. The summary of the Work described in the Section 01100 is an overall summary of the responsibilities of the CONTRACTOR and his relation to the OWNER. It does not supersede the specific requirements of the other Contract documents.

1.2 CONTRACTS

- A. The Work shall be constructed under one prime Contract.

1.3 NOT USED

1.4 NOT USED

1.5 NOT USED

1.6 SEQUENCE OF WORK

A. General:

1. The Work generally shall be constructed using the CONTRACTOR selected means and methods.
2. It is hereby understood that time is of the essence in performing all work.

B. Construct the Work in the following ENGINEER preferred sequence (CONTRACTOR to select their own):

1. Complete and submit manufacturer data (concrete, reinforcement, anchors, armor stone, core stone, sand materials) to ENGINEER. Also, submit the stone petrographic analysis (at a minimum, stone type and density) and sand materials quarry grading to ENGINEER. The CONTRACTOR is to use Devonshire Lane for construction site access, to be approved by the Village of Kenilworth. If other construction access is proposed, CONTRACTOR is to submit a proposed plan to the ENGINEER.
2. Build the north and south groin improvements; place sand fill as needed to access the project areas from land or use a combination of land and water-based methods. Provide the coastal protection improvements as shown in the Project DRAWINGS.
3. Prepare the existing concrete bulkhead surface to receive a new layer of reinforced concrete. Remove the broken concrete cap for the access ramp and provide a compacted gravel base. Form and pour the new concrete cap.
4. Provide the south stairs surficial concrete repairs.
5. Grade the placed beach sand as shown in the Project DRAWINGS.

1.7 CONTRACTOR'S USE OF PREMISES

A. CONTRACTOR'S use of the premises shall be confined to the areas shown.

B. The full use of the premises for storage, the operations of workmen, and all other required construction activities will be confirmed during the pre-bid meeting.

C. CONTRACTOR must share use of the premises with the OWNER, as discussed during the pre-bid meeting.

D. CONTRACTOR shall:

1. Assume full responsibility for protection and safekeeping of products stored on or off of the premises.
2. Move stored products that interfere with the operations of the OWNER.
3. Comply with all requirements defined in other specification Sections.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01100 Summary of Work**

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E. Limits on CONTRACTOR'S use of site are:

1. OWNER will designate the area available within the Kenilworth Beach and the building property for field offices, restrooms, equipment and temporary materials storage.

F. See General Conditions for additional requirements.

**PART 2. PRODUCTS (NOT USED)**

**PART 3. EXECUTION (NOT USED)**

**END OF SECTION**

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01500 Mobilization, Construction Facilities, and Controls**

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**SECTION 01500**  
**MOBILIZATION, CONSTRUCTION FACILITIES, AND CONTROLS**

**PART 1. GENERAL**

**1.2 MOBILIZATION AND DEMOBILIZATION**

- A. Mobilization and demobilization shall include construction preparatory operations; preparation and maintenance of temporary facilities such as CONTRACTOR access storage areas; planning meetings including the movement of personnel and equipment to the project site, obtain performance and payment bond and other insurance, coordination with the OWNER and the ENGINEER, obtain all materials necessary to mobilize and subsequently demobilize the construction preparatory operations and all other facilities, and obtain incidental items necessary to perform work in accordance with the requirements of the Contract that are not specifically identified as other items of Work. The cost of design, construction, and maintenance of any access, CONTRACTOR staging, or haul routes to or within the work site shall also be included in this price. Also included in the price shall be the removal from the job site of all construction equipment, accessories, materials, supplies, appurtenances, construction debris, and the like upon completion of the work and restoration of access areas. This bid item includes all costs associated with mobilization, demobilization, and project closeout.
- B. Payment for mobilization and demobilization shall be made on a Lump Sum basis wherein no measurement will be made.
- C. Basis for Payment:
  - 1. Payment for this item shall be made in two installments. The first payment is maximum 60 percent (%) of the lump sum price for mobilization and shall be made on the first pay request, after mobilization is complete. The final payment is the remaining 40% and shall be made on the final pay request.
  - 2. No additional payment shall be made for demobilization and remobilization due to shutdowns, suspensions of the work due to the season or other reasons, or for other mobilization activities.
  - 3. Payment for mobilization and demobilization shall be made at the Contract Lump Sum price. This price shall include full compensation for complying with all Division 1 requirements, a performance and payment bond, other work specified, and the furnishing of all materials, labor, tools, equipment, and incidentals necessary to mobilize and subsequently demobilize the construction preparatory operations.

**1.3 STAGING AREA AND TEMPORARY FIELD OFFICES**

- A. The CONTRACTOR shall be restricted to using the work and staging areas, as defined during the mandatory pre-bid meeting. The final delineation of the staging and work areas shall be coordinated with the OWNER and ENGINEER prior to the start of construction.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01500 Mobilization, Construction Facilities, and Controls**

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- B. The CONTRACTOR may provide a temporary office at the storage areas for their own use and all SUBCONTRACTORS. The office shall be established before any work is commenced on-site. The OWNER will provide information about the potential use of existing building facilities.

1.4 CONSTRUCTION ELECTRIC POWER

- A. Power (if needed) shall be coordinated with the OWNER before commencing work. The CONTRACTOR shall be responsible for determining whether or not the available power is adequate for construction purposes.
- B. If adequate power is not available, the CONTRACTOR shall provide and maintain the necessary service for electric power and light facilities required during construction, as set forth hereinafter:
  - 1. All charges for electrical power energy used for construction lighting, including lighting and heat in the field office, shall be paid for by the CONTRACTOR.
  - 2. All installation costs of construction electrical services shall be paid for by the CONTRACTOR, who shall remove them when no longer required.
  - 3. Construction electrical service shall comply with the regulations and requirements of the local electrical utility company.

1.5 SANITARY SERVICE

- A. If the existing facilities are insufficient or should the need arise otherwise, the CONTRACTOR shall furnish, install, and maintain sanitary facilities for the workmen. Sufficient enclosed portable toilets shall be conveniently placed, as required by the sanitary codes of the State of Illinois and local Village government. The OWNER will provide information about the potential use of existing building facilities.

1.6 TRAFFIC REGULATION AND SAFETY

- A. The CONTRACTOR shall be responsible for the provisions, installation, and maintenance of all temporary traffic control measures required by the OWNER.
- B. The CONTRACTOR shall provide temporary signage, barricades, and flagmen during the temporary re-routing of traffic due to delivery of materials to the site. A proposal showing locations and quantities of temporary signage, barricades, and flagmen shall be coordinated with the OWNER and the ENGINEER.
- C. The CONTRACTOR shall provide and maintain the traffic control plan during project construction.

1.7 CONSTRUCTION AIDS

- A. The CONTRACTOR shall provide and maintain for the duration of the Contract all scaffolding, staging, runways, ramps, lifting devices, and other construction equipment as may be required for the performance of the Contract.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01500 Mobilization, Construction Facilities, and Controls**

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1.8 CONSTRUCTION FIRST AID FACILITIES

- A. The CONTRACTOR shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.
- B. The CONTRACTOR must promptly report, in writing, to the OWNER all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries and damages are caused, the accident shall be reported immediately by telephone or messenger to the OWNER.
- C. If any claim is made by anyone against the CONTRACTOR or any SUBCONTRACTOR on account of any accident, the CONTRACTOR shall promptly report the facts, in writing, to the OWNER, giving full details of the claim.

1.9 VEHICULAR ACCESS

- A. Provide means of removing mud from vehicle wheels before entering Village roads and parking lots.

1.10 PARKING

- A. CONTRACTORS, SUBCONTRACTORS, and workers can use the available Kenilworth Street parking or other street/lots, as designated by the OWNER. CONTRACTOR is responsible for paying the daily parking fees/charges if required. Before starting work, the CONTRACTOR will provide the OWNER with the number of anticipated car spots needed, so proper arrangements can be made for construction parking at no charge to the CONTRACTOR.
  - 1. Maintain existing paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies to maintain parking lot paving and drainage in original or specified condition.
- B. Mud from site vehicles. Provide means of removing mud from vehicle wheels before entering streets.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, contained debris, and rubbish. Maintain the site in a clean and orderly condition. Provide street sweeping as required.
- B. Collect and remove waste materials, debris, and rubbish from the site weekly and dispose off-site.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01500 Mobilization, Construction Facilities, and Controls**

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1.12 PROTECTION

A. The CONTRACTOR shall:

1. Be responsible for the repair of any damage done to drives, pavements, existing concrete ramps, and curbs, as a result of construction activities.
2. Be responsible for damage done to Village streets as a result of construction activities performed by the CONTRACTOR.
3. Provide, erect, and maintain barricades, warning signs, and guards, as necessary, for protection of material storage and the public. Use caution to protect persons against injury resulting from job operations, movement of materials, and standing equipment.
4. Protect surrounding areas and materials when welding, flame cutting, or other operations requiring the use of flame, arcs, or sparking devices that might be necessary in the course of the work. OWNER'S approval is required before welding, flame cutting, or arc or spark devices are used.
5. Protect drives, pavement, and curbs from damage. Provide guards and covering. Damaged work shall be repaired or replaced at the CONTRACTOR'S expense.
6. Weather protection. Provide protection against rain, snow, wind, ice, storm waves, or heat to maintain work and materials from injury or damage. At the end of a day's work, cover new work likely to be damaged. Remove snow and ice, as necessary, for safety and proper execution of work. Store materials and equipment in high beach elevations and secured.

**END OF SECTION**

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01601 Measurement, Payment, and Definition of Work Items**

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**SECTION 01601**  
**MEASUREMENT, PAYMENT, AND DEFINITION OF WORK ITEMS**

1.0 GENERAL

The Work included in each Bid Item will be as defined in this Section and the related Specifications. Payment for each item will be made at the unit price or lump sum price bid for that item for the lines and grades shown on the DRAWINGS. No additional payment will be made for any item constructed outside these lines. Measurement for payment will be as defined in this Section. The cost for all other related or incidental work required by the DRAWINGS and Specifications shall not be measured or paid for as a separate item but shall be included as part of the unit price or lump sum price to which the work pertains. Failure to list all such related or incidental work in the description of Bid Items shall not invalidate this stipulation.

Submittal of receipts may be requested to verify utilization of materials required to complete the tasks required under each task. These material verifications will include concrete, gravel and sand quantities in CYDs, and armor stone in tons. Discrepancies between material usage sufficient to adequately complete tasks will be verified in the field by the ENGINEER. The ENGINEER will have final say in matters pertaining to the need for verification of adequate material usage for task completion prior to work completion and submittal of pay requests.

All Work shall conform to the applicable portions of the Contract documents. The CONTRACTOR shall furnish all necessary equipment, material, and labor to complete the work specified in this Section.

1.1 MOBILIZATION AND DEMOBILIZATION

These Work items include, but are not limited to, preparation and maintenance of temporary facilities such as CONTRACTOR access storage areas; planning meetings; moving of construction materials, tools, supplies, equipment, accessories, and personnel to the job site; setting up the CONTRACTOR'S camp, other construction facilities, toilet facilities, and all traffic controls for material delivery and/or CONTRACTOR site access. The cost of design, construction, and maintenance of any access or haul routes to or within the work site shall also be included in this price. Also included in the price shall be the removal from the job site of all construction equipment, accessories, materials, supplies, appurtenances, construction debris, and the like upon completion of the work and restoration of access areas. This bid item includes all costs associated with demobilization and project closeout.

1.2 SITE PREPARATION AND DEMOLITION

The Lump Sum cost for this work shall include, but is not limited to, preparing the work site for construction, including removing the existing ramp concrete cap, surficial removal of the building concrete cap and surface preparation, hauling and disposing of debris, and protection of existing structures, as shown in the plans. After the concrete cap is removed, the base surface will have to be prepared to achieve the proposed grades, as shown in the plans, for both the ramp and building bulkhead. This will not be measured for payment. The cost for furnishing all labor, equipment, and materials, and performing all operations in connection with the miscellaneous site work, as shown on the DRAWINGS and in

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01601 Measurement, Payment, and Definition of Work Items**

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accordance with these Specifications, is subject to the terms and conditions of the Contract shall also be included in this price. The cost of any additional items of work not listed as a specific Bid Item shall be considered incidental to the project and shall be included in the Lump Sum of these or other items in the Schedule of Prices.

**1.3 ARMOR STONE 3.0 TO 5.0 TONS**

This item includes providing and installing new armor stone along the north steel sheet pile (SSP) groin alignment to provide a new stone groin. This armor stone range will be provided for the north groin trunk and also as a stone spur for the south SSP groin for both the BASE and ALTERNATE bids.

The new armor stone will be verified by the ENGINEER and the CONTRACTOR needs to provide the tickets for the number of stones delivered and total quantity in tons. For any material transported by either truck or rail (then by barge and placed working from either the water or land), the stone materials shall be weighed on certified scales at the quarry. The certified scales shall be of the recording type and of the size required to weigh the stone and carrier used. The CONTRACTOR shall provide copies of weight tickets for all stones to the ENGINEER.

If the stone is delivered and placed directly by vessel or barge, it shall be fitted by the CONTRACTOR at the CONTRACTOR'S own expense with gauges or such other facilities for determining displacement as may be required by or be satisfactory to the ENGINEER. Carriers that owing to their model or other cause, cannot be accurately gauged for displacement shall not be used on this work. Gauges shall be graduated to the tenth of a foot, or to another suitable unit approved by the ENGINEER. Payment will be made at the Contract unit price per ton, determined by barge measurements or certified quarry scale tickets, of armor stone delivered and acceptably placed in the work. This price shall include all costs of furnishing and placing materials, labor, equipment, quality control, required to complete the work as specified herein and shown on the DRAWINGS. The lesser of the quantities determined by barge measurements or certified quarry scale tickets, minus any deductions for stone wasted or out of tolerance, will be the payment quantity.

**1.4 ARMOR STONE 4.5 TO 6.5 TONS**

This item includes providing and installing new armor stone along the north SSP groin head to provide a new stone groin. This armor stone range will be provided for the north groin head (BASE and ALTERNATE bids) and the groin "T" extension in the ALTERNATE bid.

The new armor stone will be verified by the ENGINEER and the CONTRACTOR needs to provide the tickets for the number of stones delivered and total quantity in tons. For any material transported by either truck or rail (then by barge and placed working from either the water or land), the stone materials shall be weighed on certified scales at the quarry. The certified scales shall be of the recording type and of the size required to weigh the stone and carrier used. The CONTRACTOR shall provide copies of weight tickets for all stones to the ENGINEER.

If the stone is delivered and placed directly by vessel or barge, they shall be fitted by the CONTRACTOR at the CONTRACTOR'S own expense with gauges or such other facilities

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01601 Measurement, Payment, and Definition of Work Items**

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for determining displacement as may be required by or be satisfactory to the ENGINEER. Carriers that owing to their model or other cause, cannot be accurately gauged for displacement shall not be used on this work. Gauges shall be graduated to the tenth of a foot, or to another suitable unit approved by the ENGINEER. Payment will be made at the Contract unit price per ton, determined by barge measurements or certified quarry scale tickets, of armor stone delivered and acceptably placed in the work. This price shall include all costs of furnishing and placing materials, labor, equipment, quality control, required to complete the work as specified herein and shown on the DRAWINGS. The lesser of the quantities determined by barge measurements or certified quarry scale tickets, minus any deductions for stone wasted or out of tolerance, will be the payment quantity.

1.5 CORE STONE, 600-1,100 LBS

This item includes furnishing all labor, materials, and equipment necessary to provide the new stone groin core fill, to the grades shown in the DRAWINGS. Measurement and payment for the work of this Section shall be material tickets on a CYD basis as Core Stone, 600-1,100 lbs. The work shall include all labor, equipment, and materials.

1.6 CONCRETE, REINFORCED, 8-INCH

This item includes furnishing all labor, materials, and equipment necessary to provide the new ramp and bulkhead concrete cap, as indicated on the DRAWINGS. Measurement and payment for the work of this Section shall be on neat line quantities on a CYD basis as Concrete, Reinforced, 8-Inch, for the new cap, as shown on the Bid Form. The work shall include all labor, equipment, and materials. The concrete reinforcing and bars shown on the DRAWINGS and used for anchoring to armor stone will not be measured for payment. The cost for furnishing all labor, equipment, and materials, and performing all operations in connection with the reinforcing and anchoring bars, are included in the Concrete, Reinforced, 8-Inch Bid Item.

1.7 TORPEDO SAND

This item includes furnishing all labor, materials, and equipment necessary to provide the new sand, as indicated on the DRAWINGS. Payment for measurement for Torpedo sand shall be paid the Contract unit price per CYD, furnished, delivered, unloaded in place within the stockpile location, and placed on-site in accordance with the DRAWINGS, which unit price shall include full compensation for the furnishing of all labor, materials, tools, and equipment, and all other incidental work necessary to complete the work under this item, as shown on the DRAWINGS, as herein specified, and as directed.

1.8 BIRD'S EYE SAND

This item includes furnishing all labor, materials, and equipment necessary to provide the new sand, as indicated on the DRAWINGS. Payment for measurement for Bird's Eye sand shall be paid the Contract unit price per CYD, furnished, delivered, unloaded in place within the stockpile location, and placed on-site in accordance with the DRAWINGS, as herein specified, and as directed.

**DIVISION 1 – GENERAL REQUIREMENTS**  
**Section 01601 Measurement, Payment, and Definition of Work Items**

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1.9 CONCRETE REPAIRS

The Lump Sum cost for this work shall include, but is not limited to, furnishing, transporting, labor, and equipment for repairing the south access concrete stairs after the new concrete cap for the ramp and building bulkhead is provided, as shown on the DRAWINGS. The placed material quantities will not be measured for payment.

1.10 SOUTH GROIN STEEL CAP ANGLE

The Lump Sum cost for this work shall include, but is not limited to, furnishing, transporting, labor, and equipment for a new steel cap to be welded to the south groin steel sheet pile in the area where the cap is missing. The placed material quantities will not be measured for payment.

**END OF SECTION**

**SECTION 01730**  
**CLEANING UP**

**1.0 CLEANUP DURING CONSTRUCTION**

- A. Adjacent areas affected thereby shall be kept clean and all rubbish, surplus materials, and unneeded construction equipment shall be removed promptly, and all damage repaired so that the public (Village of Kenilworth) will be inconvenienced as little as possible.
- B. Where material or debris have washed or flowed into Lake Michigan, ditches, gutters, drains, pipes, structures, work done under this Contract, or elsewhere during the course of the CONTRACTOR'S operations, such material or debris shall be entirely removed and satisfactorily disposed during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., shall, upon completion of the work, be left in a clean and neat condition.
- C. The restoration of existing properties or structures shall be done as promptly as practicable as work on each stage progresses and shall not be left until the end of the Contract period.
- D. The CONTRACTOR'S and the SUBCONTRACTOR'S equipment must be clean prior to any construction activity to protect Lake Michigan.
- E. All environmental damages caused by the CONTRACTOR or its SUBCONTRACTOR(S), either by direct action or negligence, shall be cleaned to the full satisfaction of the ENGINEER and OWNER. This applies to water, soil, and structures that may become contaminated due to spills, damages, and the like.

**2.0 CLEANUP AFTER COMPLETION OF THE WORK**

- A. Tear down and remove all temporary structures built by the CONTRACTOR; remove all temporary works, tools, and machinery or other construction equipment; remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around privies, houses, and other buildings; remove all rubbish from any grounds that the CONTRACTOR has occupied; and leave the roads and all parts of the premises and adjacent property affected by CONTRACTOR'S operations in a neat and satisfactory condition.
- B. The work of this Section is incidental to the Contract Lump Sum Bid Item. No separate payment shall be considered by the OWNER and none shall be made for any work required by this Section.

**END OF SECTION**

**SECTION 02100**  
**SITE PREPARATION AND DEMOLITION**

**PART 1. GENERAL**

1.1 SUMMARY

A. This Section includes:

1. Preparing the work site for construction;
2. Full removal of the existing concrete cap (ramp), partial removal of the concrete cap (building bulkhead);
3. Hauling and disposing of removed concrete and unsuitable materials; and
4. Prepare the base surface.

1.2 SUBMITTALS

A. Submit schedule indicating work sequence.

1. Coordinate the schedule to allow enough time for required testing and inspections.

B. Submit receipts for disposal of materials at off-site locations.

1. Record of disposal of materials.

C. Submit proposed equipment that will be used.

D. Prior to bidding the work, the Bidder shall visit the site to make their own determination of the existing conditions, allowing the proposed work to proceed as shown on the plans. If awarded a Contract to perform the Work, the CONTRACTOR shall provide notice that the mandatory site visit and independent verification of the existing site conditions were performed.

1.3 JOB CONDITIONS

A. Protection

1. Protect existing items to remain by means as approved by the ENGINEER or OWNER.
2. Barricades shall be constructed of materials that conform to United States Department of Labor, Occupational Safety and Health Administration (OSHA), local safety regulations, and must be acceptable to the OWNER. Public access will not be allowed on the north breakwater during project construction.
3. Remove barricades and fences when no longer required.

**DIVISION 2 – SITE WORK**  
**Section 02100 Site Preparation and Demolition**

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4. The CONTRACTOR is fully responsible for investigating the existing conditions and the operation of construction equipment in the projects area. The operation of construction equipment for building the stone structures, pouring concrete, and beach sand nourishment is the CONTRACTOR'S sole responsibility. The ENGINEER or OWNER did not conduct any Geotechnical analysis based on soil borings, or Structural analysis for acceptable loadings for any work from the building.
- B. Utility Protection
1. The CONTRACTOR shall protect all existing utilities from damage resulting from their operations.
- C. Environmental Protection
1. When necessary, wet down materials or use other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
  2. Prevent the discharge of oil, grease, or petroleum products into Lake Michigan.
- 1.4 MEASUREMENT AND PAYMENT
- A. There will be no measurement for the work of this Section. Payment will be on a Lump Sum basis, included in SITE PREPARATION AND DEMOLITION Bid Form item.

**PART 2. PRODUCTS**

2.1 EXISTING GROINS

- A. The exact underwater condition of the north groin is unknown. Previous preliminary assessment studies found a missing SSP section close to the building bulkhead and remnants of an old timber pile crib (south side of the groin).
- B. The south groin appears to be in good overall good condition. A section of the SSP top angle is missing.
- C. The sandy beach is narrow during high water levels and no near-shore cover was observed during these water levels.

**PART 3. EXECUTION**

3.1 DEMOLITION AND REMOVAL OF MATERIAL

- A. Remove existing features to the limits shown on the DRAWINGS.
1. Dispose the materials off-site in accordance with requirements for solid material disposal.
  2. Blasting is not allowed.

**DIVISION 2 – SITE WORK**  
**Section 02100 Site Preparation and Demolition**

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3. Remove existing ramp concrete cap (full depth) and partial removal of the building bulkhead cap.
- B. Remove and stockpile items to be salvaged in locations selected by the CONTRACTOR and approved by the ENGINEER.
1. Protect items to be stockpiled on-site.
  2. The CONTRACTOR shall designate the areas to be used for temporary stockpiling and approved by the ENGINEER.
- 3.2 CLEANUP AND DISPOSAL
- A. Debris and Various Materials
1. Remove all debris found on-site or accumulated during performance of the work, including miscellaneous concrete and steel items, and construction debris.
  2. Remove all materials left from the armor stone storage, steel reinforcing, and concrete packaging.
  3. Items to be removed shall become the property of the CONTRACTOR and shall be legally disposed off-site.
  4. Debris or other materials shall not be offered for sale on the project site.
  5. Burning of any debris will not be permitted on site.

**END OF SECTION**

**SECTION 02225**  
**SAND MATERIALS**

**PART 1. GENERAL**

1.1 Work Included

- A. Supplying and delivery of sand material to the proposed work locations (north and south of the north groin, respectively).
- B. Placement of sand material onto the project areas in the configuration indicated on the Project DRAWINGS and as directed by the ENGINEER. It should be noted that the sand will be placed both above and below the Lake Michigan Ordinary High Water Mark (582.3 feet IGLD 85).

1.2 References

- A. ASTM C136, Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D2216-66, Water Content Determination.
- C. Illinois Department of Transportation (IDOT) - Standard Specifications for Road and Bridge Construction.

1.3 Sediment Samples and Tests

- A. The CONTRACTOR shall submit a 1-lb sample of the proposed sand nourishment material for ENGINEER and OWNER approval prior to ordering, for each type of sand.
- B. Grain size distribution and moisture-density characteristics shall be included for each sample (to be supplied by the sand quarry).

**PART 2. MATERIALS**

2.1 Sand Material

A. Sand Material:

The new Torpedo sand material required shall have soil gradation as indicated below:

Sieve U.S. Standard	Percent Passing by Weight	
	Maximum	Minimum
3/8"	100	100
No. 4	100	95
No. 8	100	80
No. 30	60	25
No. 50	30	10
No. 100	10	2
No. 200	3	0

Typical Torpedo D50=0.55 ±10%. Sand composition minimum 95%.

The new Bird's Eye sand material required shall have soil gradation as indicated below:

<u>Sieve</u> <u>U.S. Standard</u>	<u>Cumulative Percent Passing</u> <u>by Weight (Minimum)</u>
1/4"	98
No. 4	78
No. 8	10
No. 30	2
No. 50	1
No. 100	0.5
No. 200	0.4

Typical Bird's Eye D50=3.5 ±10%. Sand composition minimum 75%.

- B. Sand material shall match the color of existing sediments as closely as possible, as approved by the ENGINEER, from the sample submitted. This material shall be delivered from off-site (quarry) and shall not be excavated from surrounding beaches.
- C. Sand material approved for use shall be clean, granular, free from roots or other organic material, trash and shall be capable of meeting the size requirements hereinafter specified.

### **PART 3. EXECUTION**

#### **3.1 Preparation**

- A. The CONTRACTOR shall verify that areas where sand is to be placed are free of debris, etc.
- B. The CONTRACTOR shall lay out areas in the field where sand is to be placed, in accordance with the DRAWINGS and as directed by the ENGINEER. CONTRACTOR shall provide horizontal and vertical control, as approved by the ENGINEER.
- C. The CONTRACTOR shall notify the ENGINEER representative of the schedule of sand deliveries, providing a minimum advance notice of 24 hours prior to sand delivery.

#### **3.2 Sand Delivery and Placement**

- A. Sand delivery shall be made to the placement location, as indicated by the DRAWINGS. CONTRACTOR shall be required to fill this area with sand stockpiled to a volume that will allow continuous operations for sand placement to occur for the Project. CONTRACTOR shall replenish sand to allow maintaining of operations by phased deliveries, as approved by the ENGINEER.
- B. Delivered sand shall be stockpiled only within the area indicated on the Contract DRAWINGS in a manner that is stable and will not represent a hazard to the public, private property, or installation operations.

- C. CONTRACTOR shall provide and maintain access for equipment and materials from the stockpile location to the project site. CONTRACTOR can use sand material for access of different project areas.
- D. Make changes in grade gradual. Blend slopes into level areas.
- E. Do not place any sand material during unfavorable weather conditions.
- F. The CONTRACTOR shall undergo all operations so that no equipment will come into contact with existing bulkheads, concrete curbs, access ramp, or concrete walls. Any damages shall be repaired at the CONTRACTOR'S own expense.
- G. CONTRACTOR shall place sand to the limits, as indicted on the DRAWINGS. CONTRACTOR shall use the utmost care and protect from damage when placing sand around existing structures to remain.
- H. CONTRACTOR shall deliver, place, and shape contingency sand quantity to the locations as directed by the OWNER and ENGINEER.

### 3.3 Tolerances

- A. Top Surface of placed sand: plus or minus six (6) inches.

## **PART 4. METHOD OF MEASUREMENT AND PAYMENT**

### 4.1 Measurement and Payment

- A. Payment for measurement for Torpedo and Bird's Eye sands shall be paid the Contract unit price per cubic yard, furnished, delivered, unloaded in place within the stockpile location, and placed on-site in accordance with the DRAWINGS, which unit price shall include full compensation for the furnishing of all labor, materials, tools, and equipment, and all other incidental work necessary to complete the work under this item, as shown on the DRAWINGS, as herein specified, and as directed.
- B. The quantity to be paid for sand shall be based upon the weight of material, as shown on weight slips attested to by a sworn weigher. The weight slips shall be delivered at the site of the work and shall be countersigned by the CONTRACTOR; and only such material actually accepted and placed as herein specified shall be paid for.
- C. The relationship between weight and volume for this project is estimated as 1.45 tons per cubic yard of sand.
- D. For sand deliveries having water content, measured per ASTM requirements in excess of 5%, the weight of water in excess of 5% shall be subtracted from the total weight slip payment amount, as calculated by the ENGINEER.

**END OF SECTION**

**SECTION 02480**  
**STONE MATERIALS**

**PART 1. GENERAL**

1.1 DESCRIPTION

A. Scope

1. New Armor Stone and Core Stone are required to build the north stone groin and the south groin spur.
2. The CONTRACTOR shall verify the existing conditions, including the water depths.
3. This Section covers stone material suppliers, stone production, quality control, and quality assurance as they relate to the production of all stone.

B. Related work specified elsewhere:

1. Section 02481 - Stone Placement

1.2 QUALITY CONTROL

A. General

1. The CONTRACTOR is responsible for, and shall establish and maintain, quality control for all stone production and transport under this Contract to assure compliance with the Specifications.
2. The CONTRACTOR shall exercise care in loading, hauling, and unloading of stone during all phases of construction to prevent cracking and splitting that would otherwise lead to rejection at the job site.

B. Production Quality Control and Quarry Inspection

1. The CONTRACTOR shall provide a loading facility inspector(s) who shall verify that all stone produced and delivered to the job site conforms to the requirements of this Section. The inspector's activities will include, but not be limited to, the following general elements:
  - a. Visually inspecting every Armor Stone to verify that the stone meets the quality requirements of this Section;
  - b. Measuring every Armor Stone on three mutually perpendicular axes and computing its weight based on the unit weight of that stone type;
  - c. Periodically checking measured weights against scale weights using a system approved by the ENGINEER; the selected/approved quarry needs to have a weight scale on-site;

- d. Clearly marking every Armor Stone using a color and/or symbol system; and
- e. Maintaining separate stockpiles of stone materials by stone classification.

### 1.3 QUALITY ASSURANCE

#### A. General

1. All stone shall be of a quality to ensure permanence of the structure in the climate in which it is to be used. Local/regional sources of granite, quartzite, basalt, and dolomite have shown the ability to meet the requirements of these Specifications. The stone shall be durable, sound, and free of features that may tend to increase deterioration from natural causes or breakage during handling, transportation, or placement. These features may include, but are not limited to fractures, seams, vugs, bedding, stylolites, planes of separation, weathering, argillaceous material, and micaceous minerals. Inclusions of any dirt, sand, clay, shale, chert, oil, and oil-stained stones and rock fines and bituminous or any organic or other deleterious material will not be permitted. All stone shall be highly resistant to weathering and disintegration under freeze/thaw and wetting/drying conditions.
2. Quality assurance activities will be performed by the ENGINEER. These activities are intended to provide independent observations of conformance to the requirements of this Section prior to placement of the stone at the site, and in no way relieve the CONTRACTOR of his responsibilities for quality control and in-place requirements.
3. In the event that quality assurance activities indicate non-conformance to the requirements of this Section, the ENGINEER will reject the non-conforming stones identified during inspection.

#### B. Gradation Testing

1. In addition to quality control gradations conducted by the CONTRACTOR'S stone source inspector, quality assurance gradations shall be performed by the inspector. The ENGINEER may also perform quality assurance gradations at the project site.
  - a. Armor Stone - Each individual piece in the sample will be measured along three mutually perpendicular axes. Weights will be computed from measurements and recorded in table format. The stone density shall be provided by the quarry.
2. For gradations listed above, the CONTRACTOR shall provide the ENGINEER with a copy of the measured quantities and scaled at the quarry.

#### C. Material Quality

1. The ENGINEER will observe all of the Armor and Core Stones that have passed the CONTRACTOR'S inspection for conformance with the quality requirements of this Section. The right is reserved not to accept the materials found deficient based

on quality requirements. The material rejection shall not be grounds for a time extension or change in Contract price.

2. The CONTRACTOR shall provide equipment and operators to turn and handle questionable stones for further evaluation by the ENGINEER. In addition, rejected stones shall be segregated and removed from the stockpile area.
3. The ENGINEER may elect to obtain samples of any of the stone types for independent laboratory testing of material quality.

#### 1.4 SUBMITTALS

##### A. General

1. Submit proposed quarry source, specific geological formation, bulk specific gravity (density), and similar completed projects using the same quarry source. Submit all other testing results that may be available at the quarry.

##### B. Inspection

1. Submit measured and scaled quantities at the quarry.
2. Stone-source inspector and loading-facility inspector logs shall be made available at any time during the project for review by the ENGINEER.

#### 1.5 MEASUREMENT AND PAYMENT

- A. All stone material types, including all incidental costs of production, shipping, handling, etc., will be measured and paid for as described in Section 02481 - Stone Placement.

### **PART 2. PRODUCTS**

#### 2.1 GENERAL

- A. All stone materials to be furnished under this Contract shall meet all requirements specified in this Section of the Specifications. The ENGINEER, at any time during the Contract, may reject materials at the project site for failure to meet the specified requirements. Materials that have been delivered to the project site and are rejected, whether in stockpile or in place in the structure, shall be removed from the project at no additional cost to the OWNER.

#### 2.2 STONE GRADATIONS

- A. Materials having the gradations listed below shall be placed in the work at the locations as shown on the DRAWINGS. Gradation limits are in-place requirements. Adjustments in production, transportation, and placement methods shall be made as necessary to assure final placed materials are within specified ranges. Stone shall be well-graded, and not exhibit gap grading or scalping from individual size ranges.

1. Armor Stone:

Type	Weight Range	Median Weight
Armor Stone	3.0- 5.0 tons	4.0 tons
Armor Stone	4.5-6.5 tons	5.5 tons

*Within each armor stone gradation, a minimum of 50% of the stones by number shall be larger than the median stone weight.*

- B. All new armor stone shall have a minimum specific gravity of 2.65 based on water having a unit weight of 62.4 pounds per cubic foot.
- C. The maximum aspect ratio (greatest dimension: least dimension) of any piece of armor and core stone shall not be greater than 3:1 when measured on mutually perpendicular axes.

1. Core Stone:

Type	Weight Range	Median Weight
Core Stone	600- 1,000 pounds	800 pounds

*Within each core stone gradation, a minimum of 50% of the stones by number shall be larger than the median stone weight.*

- D. All new core stone shall have a minimum specific gravity of 2.6 based on water having a unit weight of 62.4 pounds per cubic foot.

2.3 STONE QUALITY REQUIREMENTS

A. Armor and Core Stone

- 1. All stone shall be highly resistant to weathering and disintegration under freezing/thawing and wetting/drying conditions and shall be of a quality to provide permanence of the structure in the climate in which it is to be used. The stone shall be durable, sound, and free from detrimental cracks, seams, and other defects that tend to increase deterioration from natural causes or cause breakage in handling and/or placing. Argillaceous stone or stone with high shale content are more susceptible to weathering, abrasion, thin bedding, close fracturing, and other undesirable rock properties and will not be accepted.
- 2. The stone shall be free of damage as a result of blasting during production. Blast damage is a significant cause of rejection of stone. Blast cracks that have the potential of causing more than 20% loss of weight of an individual stone, if the crack opens in service, are not acceptable. Stones with minor cracking may be re-worked at the CONTRACTOR'S option, with cracked portions being removed by jacking or other suitable method. The remaining stone, if within the gradation limits, may be re-evaluated by the ENGINEER for acceptance.
- 3. The CONTRACTOR shall submit evidence that all new Armor and Core Stone meet the following requirements.

- a. Minimum specified gravity (2.2 B).
- b. Quality requirements (2.3 A).
- c. Test samples of the proposed stone for testing shall be obtained by CONTRACTOR at his own expense, if the selected quarry does not have available test results.

## 2.4 SOURCES

### A. Sources for New Stone

1. The CONTRACTOR shall submit the proposed sources to the ENGINEER and OWNER for approval.
2. The potential suppliers have not been investigated with respect to the availability of specific quantities and sizes of the material required for the project at the proposed time of construction. A listing of potential suppliers does not guarantee that the quality or sufficient quantities of materials necessary for this Contract are available in any of the sources listed, nor does it guarantee that economical production can be obtained from that source.
3. Nothing herein is to be construed as implying that potential suppliers are actually interested in or capable of producing or offering stone in the size, gradation, weights, or quantities required or that transportation from the supplier is available. The CONTRACTOR shall verify that each supplier they choose has the capability to produce the quantity required of the quality, sizes, gradation, or weights specified in the timeframe allocated for this project.
4. By providing a price proposal for this project, the CONTRACTOR is providing verification that they have the capability to produce the quantity required of the appearance, quality, sizes, gradation, or weights specified in the timeframe allocated for this project.
5. If it is found during the Contract that acceptable materials and quantities cannot be obtained by the CONTRACTOR from the original selected source(s), the CONTRACTOR may request approval to use alternate source(s). Obtaining and furnishing materials from the substitute source(s) shall be at no additional cost to the OWNER, without any Contract schedule delay.

## **PART 3. EXECUTION**

### 3.1 STONE PRODUCTION OPERATIONS

- A. Stone production operations shall be conducted by the CONTRACTOR in a manner that will produce stone conforming to the requirements specified and may involve selective quarrying, sorting, handling, and loading, as necessary.

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1. Blasting and handling of rock shall be controlled by the CONTRACTOR to produce stone of the size ranges and quality specified.
- B. The CONTRACTOR shall submit in writing, to the ENGINEER, the sources of all stone material types and the anticipated production schedule for the Armor Stone.
1. If the production schedule changes significantly such that delays are caused at the project site, the ENGINEER shall be notified immediately in writing with the reason for the delay, and the corrective measures being taken.
  2. Some freshly quarried stone exhibits fracturing caused by release of stored energy. All stone shall be stored at the quarry a minimum of 48 hours prior to shipment to the project site.

**END OF SECTION**

**SECTION 02481**  
**STONE PLACEMENT**

**PART 1. GENERAL**

1.1 DESCRIPTION

A. Scope

1. The new Armor and Core Stone bid items shall include materials transported from the quarry and placement.
2. For the new Stone that is required, it will be produced under Section 02480, and placed and paid for on a Unit Price Basis as shown in the Bid Form.
3. If the stone will be delivered to the project site by trucking, the CONTRACTOR shall propose an overland haul route to be reviewed by the Village of Kenilworth. The submittal for the proposed haul route shall be a minimum of 10 days prior to use.

B. Related work specified elsewhere:

1. Section 02480 Stone Materials

1.2 QUALITY ASSURANCE

A. Quality Control

1. General

- a. The CONTRACTOR is responsible for, and shall establish and maintain, quality control for all work performed at the job site to assure compliance with the specifications.
- b. The CONTRACTOR shall maintain records of all quality control tests, inspections, and corrective actions, and submit copies to the ENGINEER.
- c. Material quality control is specified in Section 02480 Stone Materials.
- d. The CONTRACTOR shall handle, transport, and store stone to ensure that stockpiles are not contaminated with other soils and materials and to limit the segregation of material sizes.
- e. At least two weeks prior to commencement of placing stone materials, the CONTRACTOR shall submit his intended construction procedures, which will include: stone placement means and methods, material placement sequence, survey control and verification surveys.

1.3 MEASUREMENT AND PAYMENT

A. Measurement

1. New Armor Stone and Core Stone will be measured by the TON (2,000 pounds) using methods described in this Section.
2. Method of Determining Weight with Delivery by Truck
  - a. For any material transported by truck, the stone materials shall be weighed on certified scales at the quarry, which shall be of the recording type and of the size required to weigh the stone and carrier used. The CONTRACTOR shall provide copies of weight tickets for all stone selected.
3. Method of Determining Weight with Delivery by Vessel or Barge
  - a. Gauges - If stone is delivered directly by vessel or barge, it shall, prior to use as a carrier in connection with this work, be fitted by the CONTRACTOR, at the CONTRACTOR'S own expense, with gauges or such other facilities for determining displacement as may be required by, or be satisfactory to, the ENGINEER.
  - b. Gauging Tables - To facilitate the determination of the weight of each load, a gauging table for each carrier employed will be prepared by an accredited agent. The gauging table shall show the cargo weight, in tons of 2,000 pounds, for each unit of measurement of the draft. If the lines of the cargo sections of the carrier are such that the cubic feet of displacement for each measured unit of draft can be accurately calculated, the gauging table will be based on that data, using 62.4 pounds as the weight of 1 cubic foot of water. The CONTRACTOR shall furnish the labor and material as may be required for the preparation of gauging tables, and the cost of the labor, material, and accredited agency so furnished shall be included in the Contract unit price per ton for the stone in place.
  - c. Draft Gauges - Readings to determine the draft will be taken before and after loading, and before and after unloading. The difference between displacement loaded and light for both sets of readings will provide two estimates of the net weight to be paid for. The CONTRACTOR shall provide an adequate vessel such that these readings can be taken.
  - d. Uniform Loading - The carriers shall be so loaded so as to cause uniform submergence. The average increase in draft on the middle gauges, as a result of the load, shall not differ by more than 0.5-foot, and that between any bow and stern, gauges shall not differ more than 1.5 feet.
  - e. Still Water - All measurements for determining gauge table and for load depths shall be made in still water as close to the work as possible, and the CONTRACTOR will be required to place the carriers where such measurements can be accurately made.

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- f. Leaks - All carriers used in transporting stone shall be free of leaks such as would render accurate gauging difficult. Facilities for inspecting the hold of each carrier to determine whether leakage is occurring shall be provided. Each carrier shall also be provided with adequate pumping facilities, and if water is found to be accumulating in the hold, the carrier shall be pumped dry before each gauging, both before and after unloading.

**B. Payment**

- 1. Payment will be made at the Contract unit price per ton, determined by truck or barge measurements or certified scale tickets, of new Armor Stone 3.0 to 5.0 tons, new Armor Stone 4.5 to 6.5 tons, and Core Stone 1,000 pounds, acceptably placed in the Work. This price shall include all costs of furnishing and placing materials, labor, equipment, and quality control required to complete the work as specified herein and shown on the DRAWINGS. The lesser of the quantities determined by barge measurements or certified scale tickets, minus any deductions for stone wasted or out of tolerance, will be the payment quantity.
- 2. Pay items of this Section shall be:

Item	Unit
Armor Stone 3.0-5.0 tons	Tons
Armor Stone 4.5-6.5 tons	Tons
Core Stone 600-1,000 lbs	Tons

**PART 2. PRODUCTS**

**2.1 MATERIALS**

- A. Material classifications, as shown on the DRAWINGS, shall correspond to the gradations listed in Section 02480 Stone Materials, Part Two – Products.
- B. All stone intended for use on this project must meet the requirements of Section 02480 Stone Materials.

**PART 3. EXECUTION**

**3.1 PLACEMENT**

**A. General**

- 1. Prior to and during construction, the CONTRACTOR shall verify the existing conditions and stone elevations.
- 2. The CONTRACTOR to use land or water means and methods (work from the land or water).
- 3. The CONTRACTOR shall perform construction surveys as necessary to perform the work required by the Contract documents. Verification surveys shall be performed at the project beginning to verify the water depths and beach grades. During the placement of stone, verification surveys shall be performed to assure

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compliance that the lines, grades, and thicknesses for the completed work are within the specified tolerances. Any surveys and associated costs are the CONTRACTOR'S responsibility. The survey equipment shall be a total station or GPS survey equipment, with a prism attached to a pole of adequate length and flat base to obtain all elevation readings above and below water. The verification surveys shall be performed at maximum 30-foot cross-section intervals.

4. The ENGINEER will identify any differences between the built sections and the plans, and initiate action to correct them as required.
5. Placement of all stone materials shall not deviate from the proposed grades, as shown on the DRAWINGS, by more than the tolerances described in this Section, unless directed by the ENGINEER.
6. Place armor stone materials to form a well-interlocked knitted layer acting as a single mass. The stones shall be placed such that the maximum space between neighboring stones does not allow the stone with a median size from the core layer to potentially be displaced by waves.
7. The equipment selected to place stone shall be capable of stone placement before release and be able to move and reposition stone if necessary. Casting or dropping stone over 1-foot is not allowed.
8. Finishing of the slopes will be performed as each stone layer is placed, with uniform surfaces created, and no voids larger than the maximum allowed (median core stone diameter).

**3.2 TOLERANCES**

- A. The finished surface and stone course thickness shall not deviate from the lines and grades shown on the DRAWINGS by more than the tolerances listed below. Tolerances are measured perpendicular to the indicated neat lines. Extreme limits of the tolerance given below shall not be continuous in any direction for more than five times the median stone dimension and/or for any area greater than 100 square feet of the structure surface. Any section of armor stone course built to the upper tolerance limit shall not be immediately adjacent to a section built to the lower tolerance limits, and vice versa (i.e., transitions between extreme tolerance limits shall be smooth).

<b>Material</b>	<b>Above Neat Line</b>	<b>Below Neat Line</b>
Core Stone 600-1,000 pounds	6"	6"
Armor Stone 3.0-5.0 tons	12"	6"
Armor Stone 4.5 to 6.5 tons	12"	6"

- B. In addition to the vertical tolerances shown in the table above, the horizontal alignment for the finished stone courses shall be +/- 2 feet from the DRAWINGS, provided that lines, arcs and curves are smooth and continuous without visible deflections or bends.
- C. The intention of the above tolerances is that the work will be generally built to the required elevation, slopes, and grades, and that the outer surfaces shall present a neat and aesthetic appearance, along with being able to protect the shoreline. Placed

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material not meeting this intent shall be removed and/or reworked, as directed by the ENGINEER.

**END OF SECTION**

**SECTION 03300**  
**CAST-IN-PLACE CONCRETE**

**PART 1. GENERAL**

1.1 SUMMARY

- A. The Work required under this Section consists of furnishing all labor, materials, and equipment necessary to provide the new ramp and building bulkhead concrete cap, as indicated on the DRAWINGS.
- B. Submit the concrete proposed mixes (manufacturer's data) and proposed schedule.
- C. Submit the proposed finish on the proposed concrete cap.
- D. Submit the testing results (CONTRACTOR to hire an independent testing agency for compression test, cylinders with reported results at 5, 7, and 28 days for each area).

1.2 RELATED WORK

- A. Specified elsewhere:
  - 1. Section 05100 Structural and Miscellaneous Steel
- B. Carefully coordinate all cast-in-place concrete activities with the schedules of other Work in order to ensure orderly progress of the total Work.

1.3 QUALITY CONTROL

- A. Provide at least one person who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements for this Work, and who shall direct all Work performed under this Section.
- B. Ready-Mix Concrete Supplier. Employing experienced personnel regularly engaged in producing ready-mix concrete.
- C. The CONTRACTOR shall hire an independent testing agency at their own expense and submit the testing results (for compression test, by collected cylinders with reported testing results at 5, 7, and 28 days for each area).
- D. Codes and Standards
  - 1. All referenced standards are to be the most recent edition.
  - 2. Comply with the applicable provisions of the following standards published by the American Concrete Institute (ACI):

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- a. ACI 301: Specifications for Structural Concrete for Buildings.
  - b. ACI 304: Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
  - c. ACI 305: Hot Weather Concreting.
  - d. ACI 306: Cold Weather Concreting.
  - e. ACI 315: Details and Detailing of Concrete Reinforcement.
  - f. ACI 318: Building Concrete Requirements for Concrete.
  - g. ACI 347: Recommended Practice for Concrete Formwork.
  - h. Concrete Reinforcing Steel Institute (CRSI).
3. Where provisions of pertinent codes and standards conflict with the requirements of this Section of these Specifications, the provisions requiring the higher level of performance shall govern.

1.4 SUBMITTALS

- A. Schedule indicating Work sequence;
- B. Concrete mix specifications not less than 2 weeks before concrete placement;
- C. Concrete mix designation;
- D. Statement of intended use for the concrete mix;
- E. Concrete mix portions, including all admixtures;
- F. Concrete manufacturer's data and certification verifying conformance of all mix materials, including admixtures with specific requirements;
- G. Concrete wet and dry aggregate unit weight;
- H. Concrete entrained air concrete and design slump. Required average strength per ACI;
- I. Concrete curing procedure;
- J. Hot and cold weather concrete placing plan;
- K. Steel reinforcing; and
- L. Proposed means and methods. The CONTRACTOR is solely responsible for verifying the existing conditions and determining what methods are adequate for construction.

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1.5 PRODUCT HANDLING

- A. Protect cast-in-place concrete materials before, during, and after installation.
- B. In the event of storm wave damage, immediately make all repairs and replacements necessary to the approval of the ENGINEER and at no additional cost to the OWNER.

1.6 MEASUREMENT AND PAYMENT

- A. Measurement and payment for the Work of this Section shall be on neat line quantities on a CYD basis as Concrete, Reinforced, 8-Inch. The Work shall include all labor, equipment, and materials.

**PART 2. PRODUCTS**

2.1 FORM MATERIALS

- A. To be clean, straight, and free from deformations detrimental to the appearance of the concrete surface.

2.2 CONCRETE REINFORCEMENT

- A. All concrete reinforcing shall be new, free from rust, and shall comply with the following reference standards:
  - 1. Bars for reinforcement: ASTM A 615, Grade 60, deformed.

2.3 CONCRETE

- A. Mixes
  - 1. Mixture proportions shall be determined either from previous test records or by trial mixtures, as described in ACI 301.
  - 2. All concrete shall have the minimum compressive strengths as follows within 28 days and shall be proportioned within the following limits:

Location of Concrete	Min. psi @ 28 days	Max. Size Aggregate	Max. W/C	
			Ratio by Wt.	Max. Slump
Concrete Cap Ramp	4,000	3/4	0.45	4"
Concrete Cap SSP Bulkhead	4,000	3/4	0.45	4"

- B. Portland Cement: ASTM C150 Type I/II or II, and the product of one manufacturer.
- C. Aggregates, ASTM C33. Fine: Natural Sand. Coarse: Crushed stone or gravel.
- D. Water: Clean and free from deleterious matter.

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- E. Air Entraining Admixtures: Use in all concrete exposed to the weather or to freezing temperatures. Admixture shall conform to ASTM C260. Air entrained concrete shall contain 6%+/-1.5% air by volume.
- F. Fly Ash: ASTM C 618 Class C and loss on ignition not exceeding 6%. Fly ash content shall not exceed 25% of Portland Cement by weight or 125 lbs/CYD.
- G. Admixtures:
  - 1. Water-Reducing: ASTM C494, Type A, and containing not more than 0.1% chloride ions.
  - 2. High-Range Water-Reducing (Super Plasticizer): ASTM C494, Type F or Type G, and containing not more than 0.1% chloride ions.
  - 3. Other admixtures may be used if specifically approved by ENGINEER.
  - 4. Calcium chloride or admixtures containing more than 0.1% chloride ions will not be permitted.
- H. Expansion Joint Material
  - 1. Pre-molded filler, bituminous fiber type, ASTM D1751, (ASTM D1752 for exterior work).
  - 2. Unless shown otherwise, provide ½-inch thickness x depth of slab at the ramp.

#### 2.4 CURING MEMBRANES

- A. Curing Compound: Resin base liquid concrete curing compound, ASTM C309, Type 1, with fugitive dye to provide uniformity of application and 95% or more retention of mixing water for seven days or more. Compound must be compatible with all applied finishes designated for use. Material shall prevent water loss in excess of 0.55 gm/cm<sup>2</sup> when used at a coverage of 450 sq. ft. per gallon and tested in accordance with ASTM C156.
- B. Non-staining waterproof paper covering ASTM C171.
- C. Polyethylene Film: Permeance not to exceed 0.20 perms when tested according to ASTM E-96, Procedure B.

#### 2.5 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of all cast-in-place concrete, shall be selected by the CONTRACTOR subject to the approval of the ENGINEER.

**PART 3. EXECUTION**

**3.1 INSPECTION**

- A. No concrete shall be poured on base fill material until the subsurface has been inspected.
- B. Prior to all Work of this Section, carefully inspect that the installed compacted gravel (ramp) and prepared concrete surface (building bulkhead) are to the point where the new concrete cap installation may properly commence.
- C. Verify that all concrete rebar items are in place.
- D. Verify that concrete may be placed to the lines and elevations indicated on the DRAWINGS, with all required clearance from reinforcement.
- E. Do not proceed with installation in areas of discrepancy until unsatisfactory conditions are corrected.

**3.2 FORMWORK**

**A. General**

- 1. Construct forms in accordance with ACI 347.
- 2. Construct all required forms to be substantial, sufficiently tight to prevent leakage of mortar, and able to withstand excessive deflection when filled with wet concrete.
- 3. Form for all required cast-in-place concrete to the shapes, sizes, lines, and dimensions indicated on the DRAWINGS. Direct forming against stone or steel vertical surfaces permitted only when approved by the ENGINEER.
- 4. Coat forms in accordance with manufacturer's recommendations, prior to placing reinforcing, to provide for removal of forms without damaging surface of finished concrete that will be exposed.
- 5. Design of forms, shoring, and bracing is the responsibility of the CONTRACTOR.

**B. Formwork Removal (ACI 301, Paragraph 4.5)**

- 1. Wall forms, pier forms, and similar vertical forms may be removed at such time that the concrete is sufficiently strong to not be injured thereby.
- 2. Forms shall be removed in such a manner as to ensure the complete safety of the structure.

**3.3 PLACING REINFORCING**

- A. Reinforcing shall be held securely in place with suitable supports and ties sufficient to prevent displacement during placing of concrete. Reinforcing shall be positioned to a tolerance of  $\pm\frac{1}{2}$ -inch.

- B. Clearance shall be 2 inches unless otherwise indicated on the DRAWINGS.
- C. Notify the ENGINEER when reinforcing is in place so that a review of reinforcement placement can be made prior to placement of concrete.
- D. Bars may be moved to avoid interference with other reinforcing steel or embedded anchoring items. If moved more than one bar diameter, consult with the ENGINEER to determine final placement.
- E. All hooked anchoring bars shall be installed as oriented in the construction DRAWINGS.
- F. Where splices occur, provide lap sufficient to develop full strength of bars.
- G. Stagger splices. Comply with splicing requirements of ACI 318.
- H. Reinforcing steel shall be clean and rust free.

#### 3.4 MIXING

- A. Adhere strictly to ASTM C94 for ready-mixed concrete.
- B. Deliver and place concrete in the Work within one hour subsequent to the charging into the mixing drum, regardless of whether such mixing drum is part of a central plant or a transit mixer. Decrease this time when air temperatures are unusually high or the ingredients are such that an unusually quick time of set or loss of plasticity will occur, or during cold weather when loss of heat occurs to such an extent that the concrete will not be of the proper temperature when placed in the forms.
- C. Re-tempering of partially hardened concrete is not permitted.
- D. Addition of water to concrete at the site allowed only with approval of the ENGINEER and only if maximum water-cement ratio and maximum slump are not exceeded.
- E. Only loads of "ready-mixed-concrete" that arrive in satisfactory condition and which carry a delivery ticket may be incorporated in the Work.

#### 3.5 CONCRETE PLACEMENT

- A. Deposit concrete as nearly as practicable in its final position to avoid segregation and so as not to move the reinforcing. Proceed at such a rate that the concrete is always plastic and flows readily into spaces between bars. Do not use partially hardened concrete, concrete contaminated by foreign material, or re-tempered concrete.
- B. Thoroughly compact by means of approved vibrators of the internal high-frequency vibration type.
- C. Cure in accordance with ACI 301.

**DIVISION 3 – CONCRETE**  
**Section 03300 Cast-in-Place Concrete**

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- D. Concrete surface shall be free from dust, dirt, oil, or other foreign substances before application of hardener or sealer (where specified). Apply concrete finishes in accordance with Contract documents and ENGINEER'S directions.
- E. In joining fresh concrete to concrete that has already set, the following procedure should be implemented:
  - 1. Scrub with wire brushes and thoroughly clean all loose and foreign material from set concrete.
  - 2. After the set concrete surface has been cleaned and immediately before placing new concrete, a thin coating of Portland cement bonding grout shall be scrubbed into the dry prepared surface. Care should be exercised to ensure that all surfaces receive a thorough even coating and that no excess grout is permitted to collect in pockets. The rate of progress in applying grout shall be limited so that the grout does not become dry before it is covered with new concrete.

**3.6 WEATHER CONDITIONS**

**A. Protection**

- 1. Provide adequate protection against rain and wave overtopping before and during placement and finishing of concrete.
- 2. Provide adequate protective measures to maintain the temperature of the concrete as specified.

**B. Cold Weather Concreting** - The ambient temperature of the space adjacent to the concrete placement and surfaces to receive concrete shall be above 40 degrees Fahrenheit (°F). The placing temperature of the concrete shall be between 55° and 75° F when measured in accordance with ASTM C1064/C1064M. Heating of the mixing water or aggregates will be required to regulate the concrete-placing temperatures. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals, or other materials shall not be mixed with the concrete to prevent freezing.

**C. Hot Weather Concreting** - Concrete shall be properly placed and finished with procedures previously submitted in accordance with paragraph SUBMITTALS. The concrete-placing temperature shall not exceed 80° F when measured in accordance with ASTM C1064/C1064M. Cooling of the mixing water and aggregates, or both, may be required to obtain an adequate placing temperature.

A retarder meeting the requirements of paragraph WATER-REDUCING OR RETARDING ADMIXTURES may be used to facilitate placing and finishing. Steel forms and reinforcement shall be cooled prior to concrete placement when steel temperatures are greater than 120° F. Conveying and placing equipment shall be cooled, if necessary, to maintain proper concrete-placing temperature.

3.7 JOINTS IN CONCRETE

- A. Locate joints as indicated on DRAWINGS, or as approved by the ENGINEER. Refer to DRAWINGS for type of joint.

3.8 MISCELLANEOUS ITEMS

- A. Before pouring any concrete, determine that all subbase surfaces are to grade and that all items are firmly secured in place.
- B. Concrete Stairs Repairs: For the south stairs project area, concrete spalling was documented. Saw cut the deteriorated areas to a depth of minimum ½-inch to obtain a straight line. Make cuts perpendicular to the concrete surface and make sure the cut is no deeper than the cover on top of reinforcement. Remove deteriorated and delaminated concrete. Apply epoxy-modified concrete per manufacturer recommendations. The CONTRACTOR is to supply the product data to the ENGINEER for approval, and the plan for repairing the last step along with pouring of the new bulkhead cap.
- C. Concrete Stairs Crack Repairs: Prepare a sample area for each type of crack repair required for stone (i.e., hairline cracks and microscopic cracks up to 1/16-inch in size; cracks and voids larger than 1/8-inch). Repair shall demonstrate methods and quality of workmanship expected for crack repair.
- D. For the Concrete Stairs and Crack Repairs, obtain crack and stair repair materials from a single source manufacturer to ensure matching quality, color, texture, and detailing. Submit manufacturer's technical data for each product indicated, including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.

3.9 FINISHING

A. Concrete Cap

- 1. Apply a slip-resistant medium broom finish to the concrete cap.

3.10 CURING

- A. Protect concrete from premature drying. Follow finishing operations with curing measures within two hours. Use curing membrane or keep concrete continuously moist for seven days.

3.11 FIELD QUALITY CONTROL

- A. The OWNER will provide periodic inspections along with the ENGINEER.
- B. The CONTRACTOR to submit the intended concrete testing results to ENGINEER.

**END OF SECTION**

**SECTION 05100**  
**STRUCTURAL AND MISCELLANEOUS STEEL**

**PART 1. GENERAL**

1.1 SUMMARY

A. Work Included

1. All miscellaneous iron and steel items not specifically described in other Sections of these Specifications, but required for a complete and operable facility, including but not limited to the following:
  - a. Miscellaneous anchors and other fasteners required for installation of the Work of this Section and for attachment to Work of this Section.

B. Related Work Specified Elsewhere

1. Section 03300 Cast-in-Place Concrete

1.2 QUALITY ASSURANCE

- A. All welding shall be performed by operators who have recently qualified as prescribed in "Qualification Procedures" of the American Welding Society (except for welds that do not carry calculated stress).
- B. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with:
  1. "Specifications for the Design, Fabrication, and Erection of Structural Steel for the Buildings" of the American Institute of Steel Construction.
  2. "Structural Welding Code" of the American Welding Society.

C. Conflicting Requirements:

In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these Specifications, the provisions of the more stringent shall govern.

1.3 SUBMITTALS

A. Manufacturer's literature.

1. All information necessary for the fabrication of component parts of the concrete cap reinforcing. Indicate sizes and the welding sequence when required.

B. Steel cap channel manufacturer information. The new cap for the south groin shall closely match the existing steel sheet piling steel cap. The CONTRACTOR shall

**DIVISION 5 – METALS**  
**Section 05100 Structural and Miscellaneous Steel**

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measure the existing cap dimensions in the field and the length required to provide a new welded continuous cap on the south groin in the missing section.

C. Certificates

1. If requested, furnish an affidavit from producer or manufacturer certifying that the materials and products furnished meet the requirements specified.

1.4 PRODUCT HANDLING

- A. All materials that are delivered in advance of contemplated use shall be given protected storage off the ground. All materials that are damaged during storage and are not approved for use by the ENGINEER shall be replaced with new materials without additional cost to the Village of Racine.

1.5 MEASUREMENT AND PAYMENT

- A. There will be no measurement for the Work described in this Section.
- B. Payment will be incidental to the unit prices or lump sum prices for the items to which they are associated with as shown on the Bid Form (under Concrete, Reinforced, 8-Inch and South Groin Steel Cap Channel).
1. The concrete reinforcing and miscellaneous anchors are to be paid as incidental to the items to which they are associated.
- C. This price shall be full compensation for furnishing and installing all structural steel and miscellaneous steel items, including furnishing all equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract.

**PART 2. PRODUCTS**

2.1 MATERIALS

- A. Steel Shapes and Plates: ASTM A36;
- B. Galvanized Steel Angles and Channels: ASTM A36;
- C. Steel Pipe: ASTM A500 or ASTM A501, unless otherwise approved by ENGINEER; and
- D. Filler Material for Welding: American Welding Society Specifications A 5.1 or A 5.5, electrodes for manual shielded metal arc welding E 70 series.

2.2 OTHER MATERIALS

- A. All other materials, not specifically described, but required for a complete and proper installation of the Work of this Section, shall be selected by the CONTRACTOR and subject to the approval of the ENGINEER.

2.3 FABRICATION AND MANUFACTURE

- A. Fabricate all structural and miscellaneous steel in strict accordance with the DRAWINGS and the referenced standards.
- B. Weld in accordance with American Welding Society's "Structural Welding Code":
  - 1. Use size and thickness shown, or if not shown, size and thickness required to produce strength and durability in finished product for intended use.
  - 2. Any members not presenting a finished and workmanlike appearance will be rejected.
- C. Finish
  - 1. All structural and miscellaneous steel Work shall have no shop paint. After fabrication, it shall be cleaned of oil or grease by solvent cleaners and be cleaned of dirt and other foreign material by thorough sweeping with a fiber brush.

**PART 3. EXECUTION**

3.1 INSPECTION

- A. Prior to all Work of this Section, carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where fabrication and installation of the Work of this Section may properly commence.
- B. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items.
- C. Do not proceed with fabrication or installation in areas of discrepancy until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Field Measurements
  - 1. Lay out detailed lines and grades for proper execution of Work.
  - 2. Measure the south groin missing steel cap length and the dimensions of the existing channel in the neighboring sections.

3.3 HANDLING AND STORAGE

- A. Handle with care to avoid bending, twisting, or other damage.
- B. Store to allow drainage of water from all parts.
- C. Provide blocking to keep all items off ground.

3.4 ERECTION

- A. Installation shall conform to the requirements of AISC Specification for Structural Joints using ASTM A325 or ASTM A490 Bolts, as applicable.
- B. Field welded structural connections are permitted with ENGINEER'S approval.
- C. All Work shall be erected true and plumb and temporary bracing shall be introduced whenever necessary to take care of all loads to which the Work may be subjected.

**END OF SECTION**

**EXHIBIT C**

**AGREEMENT AMOUNT**

**Attached**

*BIDDER'S PROPOSAL*

<b>A. BID ITEMS -- Work BASE BID (Start September 2024)</b>					
<b>Bid Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Amount</b>
1.0	Mobilization/ Demobilization	Lump Sum	1	\$154,800.00	\$154,800.00
2.0	Site Preparation and Demolition	Lump Sum	1	\$24,076.00	\$24,076.00
3.0	Armor Stone 3.0-5.0 tons	Tons	1,930	\$165.40	\$310,952.00
4.0	Armor Stone 4.5-6.5 tons	Tons	520	\$174.00	\$107,010.00
5.0	Core Stone 600-1,000 lbs	Tons	70	\$118.30	\$31,349.50
6.0	Concrete, Reinforced, 8-Inch	CYDS	13	\$1,265.00	\$16,445.00
7.0	Torpedo Sand	CYDS	1,200	\$51.95	\$62,340.00
8.0	Bird's Eye Sand	CYDS	4,260	\$63.30	\$269,658.00
9.0	Concrete Stair Repairs	Lump Sum	1	\$9,032.00	\$9,032.00
10.0	South Groin Steel Cap Channel	Lump Sum	1	\$7,230.00	\$7,230.00
<b>TOTAL OF ALL EXTENDED PRICES</b>					<b>\$961,564.00</b>

TOTAL CONTRACT PRICE FOR BASE BID:

Nine hundred sixty one thousand five hundred sixty four Dollars and zero Cents  
 (in writing) (in writing)

961,564 Dollars and 00 Cents  
 (in figures) (in figures)

Proposal based on drawing set dated august, 2024

**EXHIBIT D**  
**INSURANCE COVERAGES**

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
  - \$500,000 injury-per occurrence
  - \$500,000 disease-per employee
  - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Contractor against all sums that Contractor may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Kenilworth, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, Contractors, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____

# Change Order Request



C.O.R. # 2402.01-0005

G.C. #

Date: 4/16/2025

**Project Name:** 2402.01 - Kenilworth Shoreline

**Project #:** 2402.01

**To:** Village of Kenilworth

**Attn:**

419 Richmond Road

Kenilworth, IL 60043

**Phone:** (847) 251-1666 **Fax:**

**From:** John Keno & Company

Derek Schwanebeck

8623 W. Bryn Mawr Avenue

Suite 501

Chicago, IL 60631

**Phone:** (773) 380-0700 **Fax:** (773) 380-0706

We hereby propose to make the following changes:

North Ramp Replacement

**Change Order Price**

**\$25,341.00**

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 10 days in conjunction with this change.

Derek Schwanebeck

4/16/2025

Author

Date Sent

Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date of Acceptance

# Change Order Request



C.O.R. # 2402.01-0005

G.C. #

Date: 4/16/2025

Project Name: 2402.01 - Kenilworth Shoreline

Project #: 2402.01

## Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	TotalTax	Total Labor
Foreman/Laborer-1 Reg	16.00	\$134.25	\$0.00	\$0.00	\$0.00	\$2,148.00
Laborer-1 Reg	16.00	\$127.50	\$0.00	\$0.00	\$0.00	\$2,040.00
Operator Class 1 Cert.-1 Reg	16.00	\$163.59	\$0.00	\$0.00	\$0.00	\$2,617.44
Sub Total					<b>\$0.00</b>	<b>\$6,805.44</b>
Grand Total					<b>\$0.00</b>	<b>\$6,805.44</b>

## Materials

Materials	Quantity	Cost	TotalTax	Total Materials
Concrete	9.00	\$1,265.00	\$0.00	\$11,385.00
Rip Rap	6.00	\$118.30	\$0.00	\$709.80
Dumpster	1.00	\$500.00	\$0.00	\$500.00
3" Stone	20.00	\$35.00	\$0.00	\$700.00
Sub Total			<b>\$0.00</b>	<b>\$13,294.80</b>
Grand Total			<b>\$0.00</b>	<b>\$13,294.80</b>

## Equipment

Equipment	Quantity	Cost	TotalTax	Total Equipment
Excavator-Takeuchi TB280FRCR	16.00	\$60.00	\$0.00	\$960.00
Concrete Buggy-W3001	16.00	\$55.00	\$0.00	\$880.00
Sub Total			<b>0.00</b>	<b>\$1,840.00</b>
Grand Total			<b>0.00</b>	<b>\$1,840.00</b>

<b>Total</b>	<b>\$21,940.24</b>
<b>Overhead</b>	<b>\$2,194.02</b>
<b>Profit</b>	<b>\$1,206.71</b>
<b>Total</b>	<b>\$25,341.00</b>