

SPECIFICATIONS AND BID PROPOSAL FOR:

**SPRING BROOK No. 1 CREEK &
WETLAND RESTORATION – PHASE 3**



FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
3S580 Naperville Road, Wheaton, IL 60189
630-933-7200

May 21, 2025

MANDATORY PRE-BID MEETING.....Wednesday, May 28, 2025, 1:00 p.m.

DEADLINE FOR QUESTIONS.....Wednesday, June 6, 2025, 3:30 p.m.

BID SUBMITTALS DUEFriday, June 13, 2025, 1:00 p.m.

CONSIDERATION OF AWARD Tuesday, July 1, 2025, 8:00 a.m.

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SECTION 1: INTRODUCTION

1.A. IMPORTANT INFORMATION

Project Name: Spring Brook No. 1 Creek & Wetland Restoration – Phase 3
Managing Department: Natural Resources
Project Contact: Erik Neidy, Director of Natural Resources
eneidy@dupageforest.org
(630) 933-7675

Description	Date	Time	Location
Bid Advertisement Online via DemandStar by Onvia, District Website, and in Print via Daily Herald	Wednesday, 5/21/2025	N/A	District website: www.dupageforest.org/about/bids-proposals DemandStar: www.demandstar.com
Pre-Bid Conference/Meeting	Wednesday, 5/28/2025	1:00 p.m.	Blackwell Forest Preserve – Archery Range parking lot- See map below for more information
Deadline for Questions / Request for Information	Friday, 6/6/2025	3:30 p.m.	Via e-mail to: eneidy@dupageforest.org
Bid Closing: Bid Submittals Due By Mail or Dropbox (See Dropbox Reference Map In Section 1.C)	Friday, 6/13/2025	1:00 p.m.	FPDDC Headquarters 3S580 Naperville Road Wheaton, IL 60189 (late submittals will be returned unopened)
Bid Opening	Friday, 6/13/2025	1:00 p.m.	FPDDC Headquarters 3S580 Naperville Road Wheaton, IL 60189

To Be Submitted with the Bid (See Section 4: Bid Submittal):

1. Bid Submittal Checklist (found in Sub-Section 4.A)
2. Bid Proposal Form (found in Sub-Section 4.B)
3. Schedule of Unit Prices (Found in Sub-Section 4.C)
4. Bidder's Qualification Statement (found in Sub-Section 4.D)
(including examples of work or other additionally required materials)
5. Bid Security (found in Sub-Section 4.E and as outlined in Sub-Section 1.D and below)
6. Apprenticeship or Training Program Certification (found in Sub-Section 4.F)

IMPORTANT!

The Forest Preserve District of DuPage County procurement services and its service provider DemandStar by Onvia are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from one of these sources are advised to contact the Forest Preserve District of DuPage County procurement services team to provide a contact name, mailing address phone number and email address to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the Forest Preserve District of DuPage County is prohibited.

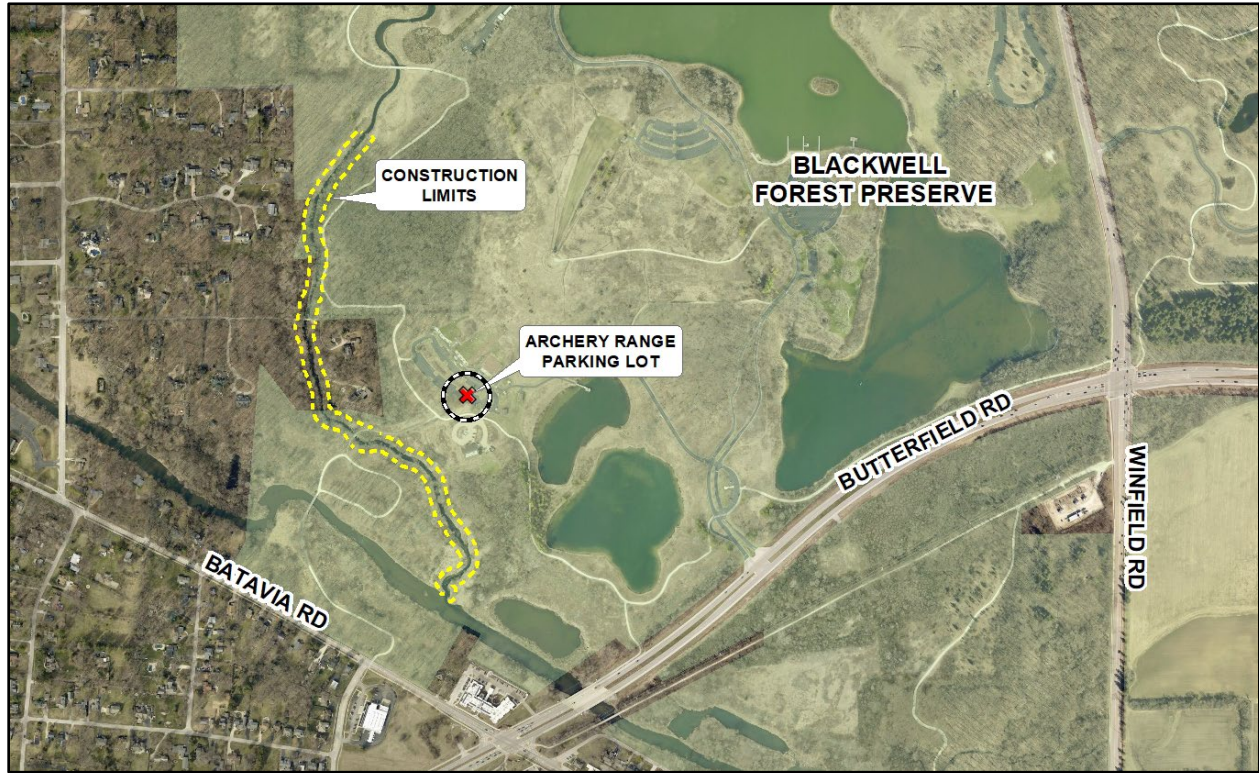
If the bidder chooses to provide the Bid Security in the form of a Bid Bond, the bidder **MUST** use the form of Bid Bond included in the **Section 4: Bid Submittal**. The failure to **use the required Bid Bond form** will be grounds for rejecting bidder's bid.

The District has adopted Ordinance No. 22-123 establishing the Purchasing Policy for the FPDDC. See the District's website for full text of the ordinance at <https://www.dupageforest.org/about/bids-proposals>. Completion of the associated Bid Submittal Checklist (as found in *Sub-Section 4.A*) and Apprenticeship or Training Program Certification (as found in *Sub-Section 4.F*) is required, and failure to complete the forms will be grounds for rejecting the Bidder's Bid .

END OF SUB-SECTION – IMPORTANT INFORMATION

1.B. PRE-BID NOTICE

A **MANDATORY** Pre-Bid Conference will be held on **Wednesday, May 28, 2025 at 1:00 p.m. CDT** at the Archery Range parking lot within Blackwell Forest Preserve. The main entrance to Blackwell is on Butterfield Road, 0.4 miles west of Winfield Road. Sign-in period begins at 12:45 p.m.



FAILURE TO BE PRESENT AND SIGNED IN BY THE START OF THE MEETING AND ATTEND THE ENTIRE MANDATORY PRE-BID CONFERENCE WILL DISQUALIFY A BIDDER FROM BIDDING ON THIS PROJECT. Note that the General Contractor must be present at the Mandatory Pre-Bid Conference in order to submit a qualified bid. However, sub-contractors do not need to be present.

Following the meeting, contractors are highly encouraged, although not required, to visit the project site. **Access to private property after the mandatory pre-bid meeting must be coordinated with the Engineer.**

END OF SUB-SECTION – PRE-BID NOTICE

1.C. BID DOCUMENT NOTICE

RETURN DOCUMENTS TO:



FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
DISTRICT HEADQUARTERS
3S580 NAPERVILLE ROAD
WHEATON, IL 60189



DROP-OFF BOX LOCATION DETAIL:



Bidder's Submittals are to be placed in a sealed envelope and delivered to the Forest Preserve District of DuPage County Headquarter at 3S580 Naperville Rd, Wheaton, IL 60189. Submittals may be mailed or placed in the drop-off box. Sealed bids, labeled on the outermost envelope with label from the *Section 4: Bid Submittal* of these specifications will be received at the Headquarters drop-off box until Bid Closing.

END OF SUB-SECTION – BID DOCUMENT NOTICE

1.D. INSTRUCTIONS TO BIDDERS

TIME AND PLACE OF BID OPENING

Notice is hereby given that the Board of Commissioners, of the Forest Preserve District of DuPage County, Illinois, will receive sealed competitive bid submittals at its administrative offices at 3S580 Naperville Road, Wheaton, Illinois 60189 **until 1:00 p.m. CDT on Friday, June 13, 2025**. At that time, the bid submittals will be publicly opened and read aloud. All interested parties are welcome to attend the Bid Opening. Bid submittals received after said date and time will not be opened. Consideration of the contract award will be made by the Board of Commissioners on Tuesday, July 1, 2025.

DESCRIPTION OF WORK

The primary purpose of this project is to arrest stream bank erosion within Spring Brook No. 1 creek as it flows through Blackwell Forest Preserve and private property. To improve the creek, the work to be done, shown on the Plan Set titled "Spring Brook Phase III Restoration" consists of minor excavation and placement of boulders, cobble, and gravel in the creek banks, boulder installation in the creek channel to improve habitat, replacement of a trail bridge, and habitat restoration. The work will occur on public and private lands.

The project includes: furnishing and placing gravel, cobble and boulders, installing a precast concrete bridge, installation and modification of water intake structures, native seeding and planting, and ecological vegetation maintenance for 3 years post-construction.

The District is seeking to hire a contractor for an approximate three-and-a-half-year period to accomplish the contract goals between the contract award date (approximately July 2025) and December 31, 2028. However, funding will be subject to the Board of Commissioners' Budget and Appropriations Ordinance and subsequent to annual encumbrance for contract obligations.

For all Work, the Contractor shall consider the District and this contract to be its highest priority. Obligations to other clients shall not interfere with or supersede the Contractor's obligations to the District. Contractor non-District obligations interfering with timely accomplishment of District Contract Projects shall be grounds for implementation of liquidated damages and/or termination of contract. It shall be necessary at high demand times of the year that multiple crews may be necessary depending upon the workload.

TIME OF COMPLETION

See Sub-section 1.F. Completion Dates *for project* completion dates.

GENERAL INSTRUCTIONS

Examination and Procurement of Documents: The contract documents, including Plans and Specifications for said construction, are available on the District's website: www.dupageforest.org under "Bids and Proposals" in the "About Us" heading at the top of the home page or through DemandStar by Onvia at www.demandstar.com.

Basis of Bids Required: Bids shall be submitted on a unit price basis. Bidders will be required to submit a Bid for the entire Project. Partial Bids on individual or segregated items will not be accepted.

The Bidder shall submit its bid on the *Bid Proposal Form* and *Schedule of Unit Prices* from *Section 4: Bid Submittal* of these specifications, in a sealed envelope with a label per *Section 4: Bid Submittal* of these Specifications.

The *Bid Proposal Form* and *Schedule of Unit Prices* shall be executed properly, and all writing shall be with ink or typewritten, except the signature of the Bidder, which shall be written in ink or approved electronic signature.

The Bidder shall specify in figures, in the places provided, a total price for each of the separate items called for in the *Bid Proposal Form* and a unit price and total price for each of the separate items called for in the *Schedule of Unit Prices* from *Section 4: Bid Submittal* of these specifications.

Qualification Statement: The Bidder shall complete and certify the *Bidder's Qualification Statement* from *Section 4: Bid Submittal* of these specifications, which is contained herein as part of the contract documents, and shall submit the *Bidder's Qualification Statement* with the sealed bid.

Bid Security: The Bidder shall submit a *Bid Security* as specified in this sub-section below.

Apprenticeship or Training Program Certification: The Bidder shall complete and certify the *Apprenticeship or Training Program Certification* from *Section 4: Bid Submittal* of these specifications, which is contained herein as part of the contract documents and shall submit the *Apprenticeship or Training Program Certification* with the sealed bid.

Bid Withdrawal: No bid submittals shall be withdrawn after the date of the bid opening for a period of sixty (60) calendar days without written consent of the Owner.

The Owner reserves the right to defer acceptance of any Bid Submittal for a period not to exceed sixty (60) calendar days after the date bid submittals are opened.

Requests for Information (RFI): All RFIs must be submitted to the Owner prior to the deadline indicated in *Sub-Section 1.A: Important Information* of these Specifications. All questions will be answered by the Owner or their Consultants as appropriate. All Bidders shall review plans, specifications and project conditions prior to the Deadline for Questions so that they can submit questions for response.

REJECTION OF BID SUBMITTALS

The Owner reserves the right to reject any and all bid submittals, to waive informalities or technicalities in any Bid, and to award the Contract in the best interest of the Owner and the Public.

BID SECURITY

A properly certified check, bond draft, cashier's check or bid bond payable to the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY for not less than ten percent (10%) of the amount of the total bid shall be submitted with each bid. The bid security shall be forfeited if the lowest responsible bidder awarded the contract fails, or refuses, to (a) enter into a Contract; (b) furnish performance and labor and material payment bonds equal to 100% of the contract amount for the entire duration; (c) furnish a construction schedule; or (d) provide the required insurance information after the successful bidder's bid submittal is accepted. **IF THE BID SECURITY IS FURNISHED IN THE FORM OF A BID BOND, THE BID BOND MUST BE IN THE FORM PROVIDED BY THE OWNER IN THIS BID INVITATION. THE FAILURE TO USE THE REQUIRED BID BOND WILL RESULT IN THE REJECTION OF THE BIDDER'S BID SUBMITTAL AS A NON-RESPONSIVE BID.**

PRE-BID CONFERENCE

As specified in *Sub-Section 1.B: Pre-Bid Notice* above, a **MANDATORY** Pre-Bid Conference will be held on Wednesday, May 28, 2025 at 1:00 p.m. CDT at the Blackwell Archery Range parking lot.

FAILURE TO BE PRESENT AND SIGNED IN BY THE START OF THE MEETING AND ATTEND THE ENTIRE MANDATORY PRE-BID CONFERENCE WILL DISQUALIFY A BIDDER FROM BIDDING ON THIS PROJECT.

Following the meeting, contractors are highly encouraged, although not required, to visit the project site. **Access to private property after the mandatory pre-bid meeting must be coordinated with the Engineer.**

BIDDER WARRANTY

By submitting a bid, the Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the Work, furnishing the labor, supplies, materials and equipment called for in the specifications; that it has checked its bids for errors and omissions; that the prices stated in its bid submittal are complete and correct in all respects regarding the performance of the Work.

FORM OF CONTRACT

Upon the award of the Contract by the Owner's Board of Commissioners, the successful Bidder shall enter into an agreement with the Owner. The form of said agreement shall be provided by the Owner and shall be executed and submitted to the Owner within 15 calendar days after the date of written notification of the award of the Contract. A sample form of a contract is included herein for review by the Bidder.

CLARIFICATION OF BID

It is the Owner's intention to enter into a single contract for the Work specified within the bid documents. After contract award, the successful Bidder, referenced to as the General Contractor, shall be solely held responsible to the Owner for the work performed under the Contract. It is anticipated that the General Contractor will manage a team of contractors meeting the qualifications specified in *Sub-Section 1.E Bidder's Qualifications Requirements*, with the team being sub-contractors to the General Contractor. **The General Contractor will be required to post all bonds associated with the Work. Bonds provided by sub-contractors will not be accepted by the Owner.**

SITE ACCESS

All Bidders must clear all contacts or site visits through either:

Scott Meister
Natural Resources Manager
3S580 Naperville Road
Wheaton, IL 60189
smeister@dupageforest.org
(630) 933-7081

Erik Neidy
Director of Natural Resources
3S580 Naperville Road
Wheaton, IL 60189
eneidy@dupageforest.org
(630) 933-7675

GOVERNING LAWS AND REGULATIONS

The successful Bidder shall comply with all federal and state equal employment opportunity requirements and shall pay workers prevailing wage rates, as determined by the Illinois Department of Labor.

ILLINOIS LAW CLAUSE

Upon award of a Contract under this Bid, the person, partnership, Limited Liability Company or Corporation, to whom the award is made, must comply with local and State laws that require such person or entity to be authorized and/or licensed to do business in DuPage County. By submission of this signed Bid Submittal, the Bidder agrees to subject itself to the jurisdiction and process of the Eighteenth Judicial Circuit court of DuPage County as to all matter and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

PROOF OF INSURANCE

The Owner will require the successful Bidder to furnish satisfactory Proof of Insurance by submitting Declaration Page(s) for all policies identified in the Certificate of Insurance, an Endorsement or other documentation indicating that the Owner has been named as an additional insured under the insurance policy(s) required by the contract documents. The Owner will also require the successful bidder to furnish a satisfactory performance bond, labor and materials payment bond, construction schedule and evidence of their qualifications of this proposed project for review by the Owner. See *Sub-Section 2.G: Legal Relations and Responsibility to the Public* for insurance requirements.

MISCELLANEOUS ITEMS ORDERED BY ENGINEER

Miscellaneous Items Ordered by Engineer are pay items that will be included in the Schedule of Unit Prices as a contingency to cover the costs of unanticipated items of work not included in the plans that may become necessary during the course of construction. All Bidders will be required to submit a mandatory bid for the line item for Miscellaneous Items Order by Engineer as part of Base Bid. The payment of all or part of the Miscellaneous Items shall be in the sole discretion of the Owner and shall be paid only for additional work specifically authorized by the Owner's Engineer. Any portion not used shall be credited to the District upon completion of the project.

The Owner's Engineer does not have the authority to approve additional costs to the contract amount in excess of the quantities specified under Miscellaneous Items Ordered by Engineer. Any necessary additional work that exceeds these amounts will need to be authorized first by a formal change order, to be approved by the OWNER'S Board of Commissioners, prior to implementation by the contractor.

END OF SUB-SECTION – INSTRUCTIONS TO BIDDERS

1.E. BIDDER'S QUALIFICATION REQUIREMENTS

DESCRIPTION

To qualify as a responsible bidder for the project, a Bidder must demonstrate that they and any chosen sub-contractor(s) meet the minimum experience requirements specified herein and provide references for corresponding projects. The expectation is that the sub-contractor(s) as submitted by the Bidder within these qualifications will be used as the respective project team. Any change to a sub-contractor may be subject to review and approval by the Owner's Representative.

Contractors shall indicate their qualifications, and/or their sub-contractor's qualifications (corporate experience and references as well as individual experience) on the form Sub-Section 4.D: Bidder's Qualification Statement found in Section 4: Bid Submittal of these specifications, and shall submit the completed form and supporting documentation with their bid submittals. Bidders shall also meet the requirements as outlined in Sub-Section 2.B: Proposal Requirements, Disqualification of Bidders.

STRUCTURAL CONTRACTOR QUALIFICATIONS

Prospective structural contractors must provide two (2) examples of projects completed in the past 5 years demonstrating experience and proficiency in the installation of structural foundations similar in size and depth specified for this project.

RIVER RESTORATION CONTRACTOR QUALIFICATIONS

Work associated with this project involves the use of specialized equipment within a riverine system. The Work at all levels of involvement is to be performed by qualified firms with individuals having the expertise necessary to perform the assigned tasks with the skill and precision appropriate to Work in these varied environments.

It is the intent of the Owner to award a contract only to a bidder who furnishes satisfactory evidence that it has the requisite experience, ability, equipment, staffing, and sufficient capital and facilities to perform the work successfully and within the time specified in the contract documents.

- A. Prospective contractor must demonstrate completion of restoration project with bankfull channel width of between 15 to 80 feet and overall restored or treated stream length equaling at least 1,000 feet.
- B. Prospective contractor shall demonstrate they are capable of handling and placing, and have handled and placed, boulders weighing up to 2,000 lbs. with accuracy using excavation equipment outfitted with a hydraulic thumb.
- C. Prospective contractor shall demonstrate they have worked on similar stream restoration projects, with experience of in-stream work under a minimum of 20 cfs low flow conditions while creating aquatic habitat and developing bank stabilization and revetment features comprised of rock gradation type materials into adjacent overbank and floodplain areas while maintaining proper sediment and erosion control measures as regulated.

ECOLOGICAL MANAGEMENT CONTRACTOR QUALIFICATIONS

It is the intent of the Owner to award a contract only to a bidder who furnishes satisfactory evidence that it has the requisite experience, ability, equipment, staffing, and sufficient capital and facilities to perform the work successfully and within the time specified in the contract documents.

- A. Prospective Contractor must demonstrate prior experience working in natural areas with sensitive resources, specifically plant installation projects. The Owner will accept bid submittals only from bidders that have successfully completed one or more restoration projects involving the installation of at least 5,000 plants within a river and/or wetland system. Experience in the Chicago region is preferred, and project experience shall be within the last five years. The bidder must provide project examples.
- B. Prospective contractor must provide two (2) examples of projects within the past seven (7) years which have achieved ecological vegetative performance standards on a minimum of 15 contiguous acres and received "sign-off" from all applicable regulatory agencies. A qualified Contractor must not have defaulted on any ecological management vegetation performance standard within the last five (5) years.

STAFF QUALIFICATIONS

Project Manager: Prospective River Restoration Contractors must have a qualified Project Manager that has experience with successful completion of two (2) similarly complex projects requiring General Contractor project management including coordination of the following: subcontractors, material suppliers/deliveries, worker and site safety, billing, work documentation, successful schedule implementation, and resulting in contractee satisfaction and project successful completion within the past five (5) years. This person will be required to perform quality assurance and quality control (QA/QC) and attend all project meetings and be available for any project management coordination.

Prospective River Restoration Contractors must have a qualified Project Manager that has construction oversight of two (2) similarly complex river/stream restoration projects having detailed instream river amenity construction including but not limited to bank stabilization, river boulder and cobble installation, and backfilling with sand and gravel matrix (chinking) construction experience.

Field Supervision: Prospective Ecological Management Contractors must have a qualified Field Supervisor on staff to supervise the day-to-day onsite implementation of each phase of the project. This individual will work closely with the Owner. He/she will be expected to keep the crew working in an efficient and safe manner with appropriate Personal Protective Equipment worn as applicable, making sure the proper equipment is available and in good working order when needed by the crew. This person shall be a spokesperson on behalf of the Contractor, must have five (5) years' experience with Regional Midwest and/or Southwest Great lakes ecosystems/habitat types, shall have at minimum three (3) years of supervision of restoration crews, at least two (2) years' experience regarding plant installation within riverine and/or wetland type hydrologic conditions, working knowledge and understanding of basic ecology and restoration principles, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, understanding of effective timing for successful target species application methods, shall possess a current and valid State of Illinois Pesticide Applicator or Operator License, and shall demonstrate extensive and accurate field identification skills of local flora. Field supervisor shall directly perform in-field supervision of all aspects of ecological management including planting crews, determining suitable hydrologic conditions for all planting of specified plant species, removal of invasive species, control of invasive species, and ecological management of site. The field supervisor will be required to be onsite during all aspects of the project implementation.

Restoration Ecologist: Prospective Ecological Management Contractors must have a qualified Restoration Ecologist on staff with a minimum of five (5) years of documented experience in the

1.E Bidder's Qualification Requirements

Chicago Wilderness Region with ecosystems/habitat type field identification skills of local flora, who shall directly perform in-field supervision of all aspects of ecological management including planting crews, determining suitable hydrologic conditions for all planting of specified plant species, removal of invasive species, and control of invasive species. Designated person shall have at least two (2) years' experience regarding plant installation within riverine and/ or wetland type hydrologic conditions, and must have five (5) years' experience with Regional Midwest and/or Chicago Wilderness Region with ecosystems/habitat types, working knowledge and understanding of basic ecology and restoration principles, skills to competently identify invasive and native species, working knowledge of the latest, most effective and selective methods/materials/herbicides for providing quality ecological restoration, and understanding of effective timing for successful target species application methods.

Field Crew: Prospective Ecological Management Contractors must have adequate numbers of qualified Field Crew on staff to achieve project goals and Performance Standards. All field crew shall have demonstrated experience with regional ecosystem restoration, working knowledge and understanding of basic ecology and restoration principles, working knowledge of the latest most effective and selective methods, materials, and herbicides, and understanding of effective timing for successful target species application methods. Each Field Crew member shall possess a current and valid State of Illinois Pesticide Operator License, and shall demonstrate extensive and accurate field identification skills of local and invasive flora. Field crew shall perform installation of seed and plugs, herbicide control of invasive species, and ecological management of site. The field crew will be under the direct supervision of the field supervisor during all aspects of the project implementation.

END OF SUB-SECTION – BIDDER'S QUALIFICATION REQUIREMENTS

1.F. COMPLETION DATES

SUBSTANTIAL COMPLETION

It is anticipated that the CONTRACTOR will begin Work in July 2025, and the project shall be substantially completed by December 31, 2025. Substantial completion shall consist of completing all Work under Contract, not including the three years of maintenance and management for vegetative establishment. If necessary, within 7 days after the date of substantial completion, the Owner will furnish the Contractor with a punch list specifying the items that need to be completed or corrected. The Contractor shall complete all items on the punch list by January 31, 2026, or within such time as may be allowed by extensions approved by the Owner.

Unless approved by the Owner, a time extension will not be given due to weather unless the Contractor submits a claim in writing showing documentation from the National Weather Service that the weather during the contract time was unusually severe versus the previous ten (10) years recorded. Unworkable days shall be documented each day by email to the District Engineer.

FINAL COMPLETION

Contractor shall complete all the items on or before Final Completion date of December 31, 2028.

LIQUIDATED DAMAGES

The Contractor recognizes that "time is of the essence" with respect to the completion of the Work within specified time limits. In recognition of the time-critical nature for completing the Work and the inability of the parties to determine with any reasonable degree of certainty the actual amount or nature of the damages to be suffered by the District, if the Work is not completed within the deadlines set forth as "Substantial Completion" and "Final Completion" above, the Contractor shall be liable to the District, not as penalty but as liquidated damages, but excluding delays resulting from force majeure, in the amounts set forth below, in the "Schedule of Deductions for Each Day of Overrun In Contract Time." Liquidated damages shall apply to said Substantial Completion Date and Final Completion Date. The Owner shall recover said liquidated damages by deducting the amount thereof out of any moneys due or that may become due the contractor. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the contract.

The liquidated damages per day shall be determined according to the following schedule, based on the Original Contract Amount:

<i>Schedule of Deductions for Each Day of Overrun In Contract Time</i>		
Original Contract Amount		Charge per Day
From more than	To and including	
\$0.00	\$100,000.00	\$500.00
\$100,000.00	\$500,000.00	\$750.00
\$500,000.00	\$1,000,000.00	\$1,000.00
\$1,000,000.00	\$3,000,000.00	\$1,250.00
\$3,000,000.00	\$6,000,000.00	\$1,500.00
\$6,000,000.00	\$12,000,000.00	\$2,500.00
\$12,000,000.00	and over	\$5,000.00

The Contractor shall be liable and shall pay to the District the amount shown on the schedule above, not as penalty, but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed.

END OF SUB-SECTION – COMPLETION DATES

1.G. SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

The following Supplementary Conditions supplement the General Conditions. In case of conflict with any part or parts of said specifications, the Supplementary Conditions shall take precedence and shall govern.

GENERAL SPECIFICATIONS

Items indicated within general specifications, that are not called for in the *Sub-Section 4.B: Bid Proposal Form of Section 4: Bid Submittal* of these specifications, that are incidental to the Contract shall be part of this project and the Contractor will be held responsible for these items.

WEEKENDS AND HOLIDAYS

No Work shall occur on Sundays. The District reserves the right to suspend work on Saturdays and holidays.

UNFAVORABLE WEATHER AND OTHER CONDITIONS

- A. During unfavorable weather and other unfavorable conditions, Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions, Contractor shall be able to overcome them.
- B. If the Contractor files a claim or an extension of time due to abnormal or severe weather, the Contractor must provide documentation proving that the weather has been abnormally severe during the contract time of the occurrence of the delay versus the previous 10 years recorded by the National Weather Service.

CONTRACTOR RESPONSIBILITY TO FOREST PRESERVE DISTRICT ENGINEER

Notify the Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, Illinois 60189, phone (630) 933-7081, one day in advance of all site inspections.

All questions pertaining to Plans or Details of the work shall be directed to the Engineer and cleared, prior to proceeding.

Any work performed without authorization of the Engineer will not be paid for and may be required to be removed as work that is non-conforming.

TICKETS FOR MACHINE TIME, LABOR AND MATERIAL

Copies of all tickets for machine time, labor and material shall be delivered to the Engineer.

CONSTRUCTION PERFORMANCE AND CONSTRUCTION PAYMENT BOND

The Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond as outlined in *Sub-Section 2.C: Award and Execution of Contract of Section 2: General Conditions* of these specifications. Also see *Section 5: Sample Documents* for Performance and Payment Bonds sample documents.

CONTRACTOR SHALL PAY WAGES

In accordance with the provisions of the prevailing wage laws of Illinois:

- A. Prevailing Wage Requirement: Pursuant to the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, the contractor and each sub-contractor shall pay all laborers, workers and mechanics performing work pursuant to this contract not less than the prevailing rate of wages as has been ascertained by the Illinois Department of Labor.

ILLINOIS HUMAN RIGHTS ACT

Contractor shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 *et seq.*, and with all rules and regulations established by the Department of Human Rights. Contractor agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work provided for in this Contract to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

EMPLOYMENT OF ILLINOIS WORKERS

Contractor shall comply with the provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as amended by Public Act 96-929, effective June 16, 2010.

PURCHASING POLICY ORDINANCE

Contractor shall comply with the provisions of the Forest Preserve District of DuPage County Purchasing Policy Ordinance No. 22-132 adopted May 17, 2022 or as amended thereafter.

SUBSTANCE ABUSE PREVENTION PROGRAMS

To the extent required by law, the Contractor will comply and cause all its sub-contractors to comply and insert appropriate provisions in their contract regarding Substance Abuse Prevention Programs, 820 ILCS 265/15.

FREEDOM OF INFORMATION ACT AND PRIVATE VENDOR

Contractor agrees to furnish all records related to this agreement and any documentation related to the Forest Preserve District of DuPage County required under an Illinois Freedom of Information Act (FOIA) request within five (5) business days after the District issues notice of such request to Contractor. (5 ILCS 140/1 *et seq.*) Contractor agrees to not apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request.

CONTRACTOR WORK SCHEDULE

The Contractor may work during regular Forest Preserve District preserve hours. Preserve hours are one hour after sunrise to one hour after sunset. The contractor may work before or after regular preserve hours upon advance written approval from the Engineer.

1 – YEAR MAINTENANCE BOND

Before final payment is made the Contractor shall furnish a maintenance bond to the Owner in a sum equal to ten percent (10%) of the final Contract Price. The final Contract Price shall include all approved changes orders. The bond shall be with a Surety satisfactory to the Owner. The bond shall remain in full force and effect for a period of one (1) year, which period to commence not sooner than the date of acceptance of final payment to the Contractor by the Owner.

The bond shall provide that the Contractor guarantees to replace for said period of one (1) year all Work performed and materials furnished that were not performed or furnished according to the terms of the Contract and make good defects thereof regardless of cause which have become apparent before the expiration of said period of one (1) year and that is any part of the work in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made

good during that time, he will so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within ten (10) calendar days from the date of service of such written notice the Owner will have the work done by others and the cost thereof shall be paid by the Contractor or his Surety. Also see *Section 5: Sample Documents* for 1-Year Maintenance Bond sample document.

The obligations of the Contractor and Surety under the bond specified hereinabove shall not be construed as limiting, diminishing or in any way affecting the liability and obligations of the Contractor and Performance Bond Surety under the terms of the Contract Bond or the responsibility of the Contractor and said Surety for performing all work according to the Contract.

In an emergency, as determined by the Owner, the Owner reserves the right to immediately effect both temporary and permanent repairs or arrange for others to effect such repairs without notification to the Surety or Contractor and the Contractor agrees that in such event the Owner may charge such costs as may be incurred against the Contractor or his Surety.

3-YEAR RESTORATION WORK REQUIREMENTS

Performance standards are established for landscape restoration improvements to evaluate overall site restoration success, compliance with the approved plans and specifications, and compliance with regulatory requirements of DuPage County Countywide Stormwater and Floodplain Ordinance. The Contractor shall be required to meet Performance Standards as outlined in the special provision for MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES.

All the work as outlined in this article shall be included in the Construction Performance and Payment Bonds required of the Contractor for the duration of the Work.

If Contractor cannot meet the performance standards at the end of year 3, the Construction Bond will be used to meet the performance standards.

CONSTRUCTION REQUIREMENTS

All construction equipment shall be removed from the floodplain daily. No material shall be stockpiled within the floodplain.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

It shall be the Contractor's sole responsibility to wholly comply with the SWPPP as defined in the plans and specifications. Only the Owner may determine if any measures identified in the SWPPP can be deleted and if any additional measures, not included in the SWPPP, shall be added.

Whenever the Owner finds that the Contractor has violated a prohibition or failed to comply with the requirements of the SWPPP, the Owner will order compliance by written notice of violation to the Contractor. The Contractor shall correct the violation within 48-hours of receipt of said written notice. In the event that the Contractor does not correct the violation within 48-hours after receipt of written notice, the Owner shall withhold as liquidated damages \$1,000 for each day of non-compliance from the contract amount. Time extensions for correcting the violation shall only be given by written consent of the Owner. The Owner reserves the right to stop any, and all, construction activity at the site until the Contractor corrects the violation.

In addition to any penalties which may be assessed for a violation of the SWPPP, the Owner shall have the right to install and/or maintain appropriate erosion and sediment measures on a site which is required to have such measures in the event that construction activity is commenced or continued without such measures having been installed as required by the SWPPP. The Owner shall have the right to have such measures installed or maintained by the Owner or to hire a

private contractor to perform such work and the Contractor shall be liable for any and all expenses related to performing such work plus a 25% penalty charge. The Owner shall withhold all charges and penalties associated with performing said work, due to a violation of the SWPPP, from the contract amount.

In the event that any Local, State or Federal citations, fines or other penalties are levied against the project due to non-compliance with the SWPPP, the Contractor shall be liable for any monetary damages due to the non-compliance.

CONTRACTOR ADVISORIES

- A. The Contractor shall locate and be familiar with all property boundaries and easements in the field. The area to be included in this work shall not exceed the right-of-way, existing easements or property boundary unless a properly executed right-of-entry has been authorized by the owner of record. The Owner shall have final determination of any limits in question.
- B. The Contractor acknowledges that a substantial amount of planned Work is located within the Spring Brook and adjoining floodplain. Contractors are strongly encouraged to access historical flow data from applicable USGS gauge stations located in the vicinity to become familiar with and fully informed of median discharge flows that can be reasonably anticipated throughout the months of the construction period and to be aware and vigilant of impending storm forecasts and prepared for peak discharge events that would impact project footprint elevations for sites designated on the Plans applicable to staging areas, access routes, excavation and grading work and particularly all in-stream restoration and bank related work.
- C. The Contractor acknowledges that project site access is through Blackwell Forest Preserve and internal roads and trails will remain open to the public, except as authorized by the Engineer and in accordance with Section 2.G Legal Relations and Responsibility to the Public.

END OF SUB-SECTION – SUPPLEMENTARY CONDITIONS

END OF SECTION 1

SECTION 2: GENERAL CONDITIONS

2.A. DEFINITION OF TERMS

DESCRIPTION

Whenever in the specifications and contract, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

AWARD

The decision of the Owner to accept the bid submittal or portions of one or more submittals of the lowest responsible bidder for the work that are in the best interest of the Owner to do so. The decision of the Owner in such regard is final and binding upon the Bidder. Acceptance is conditioned upon execution of the contract documents in form satisfactory to the Owner and its Attorney and further conditioned upon the delivery of a construction performance bond, construction payment bond, certificate of insurance and construction schedule as required herein.

BID SUBMITTAL

The written offer of the bidder to perform the proposed work and to furnish the labor and materials at the prices quoted.

BIDDER

Any individual, firm, partnership, or corporation submitting a bid submittal for the Work contemplated, acting directly or through a duly authorized representative.

CHANGE ORDER

The written authorization of the Owner for Contractor to proceed with alterations, cancellations, extensions, or deductions to the original plans. The authorization shall outline the items or work involved and agreed method of payment.

CONTRACT

The written agreement between the Contractor and the Owner setting forth the obligations of the parties, thereunder including, but not limited to, the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes the *Bid Proposal Form*, *Schedule of Unit Prices*, *Bid Summary Form*, contract form, construction performance bond, construction payment bond, certificate of insurance, and construction schedule, as well as specifications, plans, any and all addenda, any and all supplemental agreements, and any and all supplementary conditions.

CONTRACTOR

The bidder awarded the contract for the work.

CONTRACT BONDS

The approved form of security furnished by the Contractor and their surety as a guaranty that they will execute the work in accordance with the terms of the contract. These bonds are also referred to as Performance Bonds and Payment Bonds.

CONSTRUCTION

The process of forming and fabricating materials into building structures, non-building structures, and physical infrastructure in accordance with design plans and specifications prepared by appropriate design professionals and approved by appropriate regulatory agencies.

- A. Structure is a system of connected parts intended to support a load.
- B. Building Structure refers to a structure with a roof and walls standing more or less permanently in one place, and intended for continuous human or animal occupancy. (e.g., an office building, garage, barn)
- C. Non-Building Structure refers to a structure not intended for continuous human or animal occupancy. (e.g., a picnic shelter, trail, road, bridge, transmission tower, dam)
- D. Physical Infrastructure refers to interrelated features necessary for the function of the District. (e.g., roads, water supply, electric supply, gas supply, telecommunications lines, sewers).

CONSTRUCTION WORK

Work that include construction contracts publicly advertised, awarded, and financed, in whole or in part, with District or other funds, regardless of cost, excluding projects on private property.

MAINTENANCE WORK

Maintenance refers to all work that keeps a structure, building structure, non-building structure, other physical infrastructure or equipment in proper condition in a routine, scheduled, or anticipated fashion to prevent its failure or decline.

DEMOLITION WORK

Demolition refers to the safe and efficient tear down or removal of structures, building structures, non-building structures and other physical infrastructure from a site or landscape.

LANDSCAPE WORK

Landscape Work refers to work that improves the aesthetic character of a site or restores the natural function of the land through the planting, placement, removal and maintenance of native or non-native vegetation along with placement of non-structural decorative features and the movement and displacement of earth, topsoil, rock, bark and similar substances done in conjunction with the placement, removal and maintenance of native or non-native vegetation and placement of non-structural decorative features.

DAY

The term day as used in the Contract Documents shall mean calendar day.

ENGINEER

The Owner's Director of Natural Resources, Natural Resources Manager, Engineering Manager, Natural Resource Project Coordinator, or an authorized agent of the Owner, acting within the scope of the particular duties entrusted to them.

INCIDENTAL TO

The cost of the work or material referred to shall be included in the cost of the contract or the cost of another item for which payment is to be made.

OWNER AWARDING AUTHORITY

Board of Commissioners Forest Preserve District of DuPage County, Illinois, also referred to as the District.

PROPOSAL GUARANTY

The security designated in the bid submittal to be furnished by the bidder as a guaranty that said bidder will enter into a contract with the Owner for the acceptable performance of the work and will furnish the required contract, bonds, if the work is awarded to them. This guaranty is also referred to as the Bid Security.

PUNCH LIST

A list of items of work submitted by the Owner to be completed by the Contractor. The list is submitted after the project has reached substantial completion.

RESPONSIBLE BIDDER

A bidder that meets all qualification requirements as outlined in the District's Ordinance No. 22-132 and has fully completed Sections 4A: *Bid Submittal Checklist* and 4D: *Bidders Qualification Statement* of the Bid and Specification Proposal.

SPECIFICATIONS

The body of directions, provisions, conditions and requirements contained herein, or in any supplement to this document referred to in the supplementary conditions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities, or the quality of materials to be furnished under the contract.

SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the Owner can occupy or utilize the project for the use for which it was intended.

SURETY

The corporate body, individual, or individuals, which engage to be responsible for the bidder's acts in the execution of the contract in the event of its being awarded to them; and, which are bound with and for the Contractor to insure their acceptable performance of the contract, their payment of all obligations pertaining to the work, and their fulfillment of such other conditions as may be specified in the contract documents or otherwise required by law.

THE WORK

The improvement advertised for bids, described in the *Bid Proposal Form* of Section 4: *Bid Submittal* of these specifications, indicated on the plans, and covered in the general conditions, specifications, supplementary conditions, contract, authorized alterations, extensions and

deductions, and supplementary agreements or any part or parts thereof, including labor, tools, equipment, and materials, necessary for the satisfactory completion of the improvements.

END OF SUB-SECTION – DEFINITION OF TERMS

2.B. PROPOSAL REQUIREMENTS

CONTENTS OF PROPOSAL

The bidder may download the Specifications and Bid Proposal from the District's website, or DemandStar by Onvia as outlined in *Section 1.D: Instructions to Bidders*. The proposal states the location and description of the Work contemplated, including the approximate quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which bid prices are invited. The specifications will also state the time in which the Work must be completed, the amount of proposal guarantees, and the requirements pertaining to labor.

The plans, specifications and other documents designated in the Specifications and Bid Proposal, including any addendum officially issued by the District, will be considered a part of the bid submittal whether attached or not.

INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the proposal. It is believed to be correct, but it is given only as a basis for comparison of the proposals and the award of the contract.

The District does not agree expressly or by implication that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities or of the character, locations or other conditions pertaining to the work.

When the Work is bid as a Lump Sum Bid, the Contractor understands that in submitting his bid submittal, he has been asked to state the prices for each of the several components of the work required, and further, that the District may use such prices for the purpose of obtaining a gross sum and for the purpose of computing such other things as the value of extras and deductions. THE CONTRACTOR FURTHER UNDERSTANDS THAT IN SUBMITTING HIS BID SUBMITTAL HE HAS BID A FIXED PRICE, STIPULATED SUM.

Progress payments to the Contractor will be based on the percentage of Work performed and accepted or materials furnished in accordance with the contract. Payment will be made at the contract prices specified. No allowance will be made for any changes in anticipated profits due to an increase or decrease in the original estimate of quantities. The District reserves the right to omit any items entirely or to increase or decrease any or all items as provided in *Sub-Section 2.D: Scope of Work* (Alterations, Cancellations, Extensions and Deductions) in *Section 2: General Conditions* of these specifications.

PREPARATION OF THE SUBMITTAL

The bidder shall submit their bid submittal on *all forms* furnished by the District in *Section 4: Bid Submittal* of these specifications. The bid submittal shall be executed properly and shall be made for all items indicated in the forms, except that when alternate bids are asked, a bid on more than one alternate for each item is not required, unless *Sub-Section 1.G: Supplementary Conditions* provides otherwise. The bidder shall indicate, in figures, a price or lump sum for each of the separate items called for in the *Bid Proposal Form*. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

If the bid submittal is made by an individual, their name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation the bid submittal shall show the names,

titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

Unsolicited alternate proposals will not be considered in awarding the contract and the inclusion of such unsolicited alternates by the bidder will result in the bid submittal being considered informal and liable to rejection.

OWNERSHIP AND PLANS AND SPECIFICATIONS

All Plans and Specifications and copies thereof furnished by the Owner are not to be used on other work.

DELIVERY OF BID SUBMITTALS

Bid Submittals shall be delivered to the **drop box located at Administrative Headquarters** prior to the bid opening and at the time indicated in *Sub-Section 1.D: Instructions to Bidders*. Each bid submittal shall be placed in an envelope, sealed and plainly marked to indicate its contents with the label from *Section 4: Bid Submittal*. If forwarded by mail, the bid submittal shall first be sealed in the envelope mentioned herein and then placed in an outer envelope addressed to the owner. Only sealed bid submittals will be accepted.

Bid submittals will not be opened unless received prior to the time and at the place indicated in the *Sub-Section 1.D: Instructions to Bidders*. Bid Submittals sent by mail, postmarked prior to the time that they are due, but not received at the place of the public bid opening until after the time indicated in the *Sub-Section 1.D: Instructions to Bidders*, will not be accepted and will be returned unopened.

WITHDRAWAL OF BID SUBMITTALS

Permission may be given a bidder to withdraw a bid submittal if they make this request in writing before the time for opening bid submittals. If a bid submittal is withdrawn, the bidder will not be permitted to resubmit another bid submittal at the same letting.

COMPETENCY OF BIDDERS

Before an award is made, the bidder may, at the option of the District, be required to answer a questionnaire relating to their experience, amount of all uncompleted work under contract, the amount and condition of equipment available, and an outline of their plans for conducting the work.

DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for disqualification of a bidder and for rejection of their bid submittal:

- A. Lack of competency and adequate machinery or equipment as revealed by financial statement or experience questionnaire.
- B. Incomplete work which in the judgment of the District might hinder or prevent the prompt completion of additional work if awarded.
- C. Failure to pay or satisfactorily settle, all bids due for labor and material on former contracts in force at the time of issuance of proposals.
- D. Default under previous contracts.

- E. Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- F. Financial condition which, in the sole opinion of the District, is insufficient to justify the Owner's belief that the bidder will be able to perform the work to its completion in a satisfactory manner.
- G. Failure to complete Work according to schedule on previous District contracts.
- H. One or more claims filed against the Bidder's Performance Bond or Labor and Material Payment Bond.
- I. Unsatisfactory references.

REJECTION OF BID SUBMITTALS

The Owner reserves the right to reject any bid submittal for any reason that the Owner deems proper, including but not limited to those conditions specified in *Sub-Section 2.B: Bid Submittal Requirements* (Disqualification of Bidders) above in *Section 2: General Conditions* of these specifications or for any of the following reasons:

- A. More than one bid submittal for the same work from an individual, firm, partnership or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Unbalanced bid submittals in which the prices for some items are obviously out of proportion to the prices for other items.
- D. Failure to submit a price for each item of work listed in the bid submittal except in case of authorized alternate pay items.
- E. Failure to submit the bid submittal on the form furnished by the Owner; or if the form is altered or any part thereof is detached.
- F. If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, unless called for, or irregularities of any kind which may tend to make the bid submittal incomplete, indefinite, or ambiguous as to its meaning.
- G. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. Failure to accompany the bid submittal by the proper proposal guaranty (bid security).
- I. Failure to submit the bid submittal prepared in ink or by typewriter.
- J. If the bids exceed the estimated cost, so as to make the project financially unfeasible in the judgment of the District.
- K. Any other reasons deemed necessary and proper to the owner.

The Owner reserves the right to waive technicalities and/or non-material defects.

END OF SUB-SECTION – BID SUBMITTAL REQUIREMENTS

2.C. AWARD AND EXECUTION OF CONTRACT

CONSIDERATION OF BID SUBMITTALS

The bid submittals received will be compared on the basis of the price of the items of Work listed.

The right is reserved to reject any or all bid submittals, to waive technicalities, and to advertise for new bid submittals, or to proceed to do the Work otherwise, if in the judgment of the Owner the best interests of the Owner will be promoted thereby.

AWARD OF CONTRACT

Except in cases where the Owner exercises the right reserved to reject any and all bid submittals, the contract will be awarded by the Owner, as soon as practicable after the opening of bid submittals, to the bidder who has submitted the lowest bid submittal complying with all requirements necessary to render it formal and who has satisfied the requirements of the specification as to the responsibility of bidders.

RETURN OF PROPOSAL GUARANTY

The proposal guarantees (or bid security) for all except the two lowest responsible bidders will be returned promptly after the bid submittals have been checked, tabulated, and the relation of the bid submittals established. Proposal guarantees of the first and the second lowest responsible bidder will be returned as soon as the contract, bonds, insurance requirements and construction schedule of the successful bidder have been properly executed and approved.

REQUIREMENT OF CONTRACT BONDS

The successful bidder and their surety will execute and deliver to the Owner, within fifteen (15) calendar days after receiving written Notice of the Award of contract, a construction performance bond and construction payment bond. The surety on such bond shall be a corporation licensed to do such business in the State of Illinois and acceptable to the Owner. Such bonds shall, among other things, be conditioned upon the faithful performance by the Contractor of every condition of the contract and further conditioned upon the payment by the Contractor of all sums of money due or to become due for any and all labor, materials, apparatus, fixtures, supplies or machinery furnished to them for or in connection with the work. Such bonds shall be further conditioned upon the payment by the Contractor of all damages, costs and expenses, direct or indirect, that may be suffered by the Owner caused by or arising out of the performance by the Contractor of the contract. The penal sum of such bond shall not be less than one-hundred percent (100%) of the contract sum, as accepted by the Owner and as set forth in the contract. Such bonds shall further state that the Surety waives all notice of any change in the terms of the contract occurring subsequent to the execution and delivery of such bonds.

CONSTRUCTION PERFORMANCE & CONSTRUCTION PAYMENT BOND

The Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond in an amount at least equal to one-hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The premiums on the Bonds shall be paid by the Contractor. If at any time, the Owner shall become dissatisfied with the Surety, or for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) calendar days after receiving written notice to do so, substitute acceptable Bonds in such form and sum signed by such other Sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the

Contractor. Further partial payments shall be deemed neither due, nor made until the sureties shall have qualified.

The Contractor shall be required to furnish Bonds on the forms shown in *Section 5: Sample Documents* of the Specifications. Specifically, the type of Construction Performance Bond furnished shall be EJCDC C-610 and the type of Construction Payment Bond shall be EJCDC C-615. The District reserves the right to deny any bonds that do not meet the bid specifications and legal requirements.

When the Work includes Restoration Work, notwithstanding the above, after Certificate of Substantial Completion is issued, the Engineer may in his sole discretion, at the written request of the Contractor, approve the revision of the Construction Bonds to include only the remaining Restoration Work, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount of the Construction Bonds reflect the cost of all remaining Restoration Work to occur until Certificate of Final Completion is issued by the Owner.

EXECUTION OF THE CONTRACT

The contract shall be executed by the successful bidder; the bonds shall be executed by the principal and the sureties, and all insurance requirements shall be presented to the Owner within fifteen (15) calendar days after the date of receiving written Notice of Award of the contract.

FAILURE TO EXECUTE CONTRACT

If the contract is not executed by the Owner within twenty (20) calendar days following receipt from the bidder of the properly executed contracts, bonds and required insurance, Certificate of Insurance and construction schedule, the bidder shall have the right to withdraw their bid submittal without penalty.

Failure on the part of the successful bidder to execute a contract, acceptable bonds and required insurance as provided herein, within fifteen (15) calendar days from the date of Notice of the Award of the contract and receipt of contract documents will be considered as just cause for annulment of the award and the forfeiture of the proposal guaranty to the Owner not as a penalty, but in payment of liquidated damages sustained as a result of such failure. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

END OF SUB-SECTION – AWARD AND EXECUTION OF CONTRACT

2.D. SCOPE OF WORK

INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete outline of the Work which the Contractor undertakes to do in full compliance with the contract. The Contractor shall perform all the work and incidental construction as may be necessary to complete the proposed improvements according to the plans and specifications and in a substantial and acceptable manner. The Contractor shall furnish and pay for all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the prices bid for the several units of work.

ALTERATIONS, CANCELLATIONS, EXTENSIONS AND DEDUCTIONS

The Owner reserves the right to alter the plans, extend or shorten the improvement, add such incidental work as may be necessary, and increase or decrease the quantities of work to be performed to accord with such changes, including the deduction or cancellation of any one or more of the work items. Such changes shall not be considered as a waiver of any condition of the Contract.

All alterations, cancellations, extensions or deductions to the original contract amount or the Scope of the Work defined in the original contract documents may be made by the Owner without notice to the Contractor's Surety and, whether or not such Surety has notice thereof without the consent or approval of such Surety.

All alterations, cancellations, extensions, and deductions, except those, which require a supplemental agreement, shall be authorized in writing by a Change Order issued by the Owner before work is started. The Change Order shall set up the items of work involved and the method of payment for each item. The Change Order shall also state whether an extension of time will be allowed for the completion of the contract and, if an extension is granted, the date on which the contract is to be completed. A supplemental agreement between the Contractor and the Owner will be required when such a change in any one item involves a net increase or a net decrease in the amount of the contract of more than 25 percent of the original contract price for which the Contractor provided a Contract Bond. Claims for extra work which have not been authorized in writing by a change order will be rejected. See also *Section 5: Sample Documents* of these specifications for a sample Change Order.

USE AND RETAILER'S OCCUPATION TAX

The sale of materials to construction contractors for incorporation into real estate owned exclusively by a governmental body is exempt from Use Tax and Retailer's Occupation Tax. Upon award of the Contract, Contractor shall be given Owner's Illinois tax exemption number. However, sales of tools, fuel, lumber for forms and other end use or consumption items to construction contractors who do not incorporate these items into such real estate are taxable sales. CONTRACTOR'S IMPROPER USE OF OWNER'S ILLINOIS TAX EXEMPTION NUMBER MAY RESULT IN THE ASSESSMENT OF THE TAX PLUS PENALTIES AND INTEREST, AND MAY ALSO RESULT IN THE CONTRACTOR BEING GUILTY OF A CLASS 4 OR CLASS 3 FELONY.

PERIODIC AND FINAL CLEANUP

The Contractor shall at all times, and at their own expense, keep the work site free from accumulation of waste material, rubbish and unused material caused by their work or employees. Upon failure to do so within five (5) calendar days from the date of the written request by the Engineer, the work may be done by the Owner and the cost thereof be charged to the Contractor

and be deducted from their final estimate. All stored materials and equipment shall be so placed as to cause a minimum of inconvenience to the public, Owner or other Contractors. Before final acceptance of the work to be done under this contract, the Contractor shall remove all their equipment, restore the job site as specified in the Specifications and shown on the Drawings and do all other cleaning required to complete the work in a workman-like manner and ready for use. No additional compensations will be allowed for this work, unless specified otherwise, and any cost involved shall be merged with the contract price.

Final payment will be withheld by the Owner until the final clean-up is satisfactory to the Engineer.

END OF SUB-SECTION – SCOPE OF WORK

2.E. CONTROL OF WORK

AUTHORITY OF ENGINEER

All Work shall be inspected by the Engineer and performed to their satisfaction. They shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, rate of progress of the Work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation and disputes and mutual rights between Contractors under the specifications. They shall determine the amount and quality of Work performed and materials furnished. Their decision and estimate shall be final and his estimate shall be a condition precedent to the right of the Contractor to receive money due him under the contract.

The Engineer will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods as they may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any condition or reason deemed to be in the public interest.

In case of failure on the part of the Contractor to execute work ordered by the Engineer, the Engineer may, at the expiration of a period of 48 hours, after giving notice in writing to the Contractor, proceed to execute or have such work executed as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

CONFORMITY WITH PLANS AND SPECIFICATIONS

These Specifications, the Supplemental Specifications (if applicable), plans, proposals, Special Provisions, and all supplementary documents are intended to describe the Work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancy, calculated dimensions will govern over scaled dimensions; plans will govern over Specifications; detailed construction plans will govern over standard plans; Supplemental Specifications will govern over Specifications; and Special Provisions will govern over both Specifications and plans, except that the standards with the revision number listed in the Special Provisions or plans of the contract. The Contractor shall take no advantage of any apparent error or omission in the plans or Specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and Specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the plans and specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

COOPERATION BY CONTRACTOR

- A. The Contractor shall notify the Engineer, in writing, a minimum of five (5) working days in advance, of their intention to begin work on the proposed improvement.
- B. Notify the Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, Illinois 60189, phone (630) 933-7081, one working day in advance of any required inspections. All questions pertaining to details of the work shall be directed to the Engineer in writing and properly coordinated, prior to proceeding.
- C. Copies of all tickets for machine time, labor and material shall be delivered to the Engineer.

AUTHORITY AND DUTIES OF INSPECTORS

Inspectors employed by the Owner other than the Engineer shall be authorized to inspect Work and materials, and to perform such other duties as may be designated by the Engineer. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. This inspector will not be authorized to alter or waive the provisions of the contract nor will they be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the Contractor.

OBSERVATION OF WORK

All materials and each part or detail of the Work shall be subject at all times to observation by the Engineer or their authorized representatives, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. Such observation may include mill, plant, or shop observation, and any material furnished under the specifications is subject to such observation. The Engineer or his representatives shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner.

All work which has been rejected or condemned shall be remedied or removed and replaced in a manner approved by the Engineer, by the Contractor at their own expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this article, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed, and to deduct the cost thereof from any compensation due or to become due the Contractor.

FINAL INSPECTION

The Engineer shall make final inspection of all Work included in the contract as soon as practicable after notification by the Contractor that the work is completed and ready for acceptance. If the Work is not acceptable to the Engineer at the time of such inspection, they shall inform the Contractor as to the particular defects to be remedied before final acceptance can be made.

END OF SUB-SECTION – CONTROL OF WORK

2.F. CONTROL OF MATERIALS AND EQUIPMENT

QUALITY OF MATERIALS

It is the intent of the specifications that first class materials and equipment shall be used throughout the Work, and that they be incorporated in such a manner as to produce completed construction which is workman-like and acceptable in every detail. Only materials and equipment which conform to the requirements of these specifications shall be incorporated in the Work.

DEFECTIVE MATERIALS OR EQUIPMENT

All materials or equipment not conforming to the specifications shall be considered defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at their expense and replaced with acceptable material or equipment meeting the said specifications. No defective materials or equipment, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply with any order of the Engineer pursuant to the provisions of this Article, the Engineer shall have authority to remove and replace defective materials and equipment and to deduct the cost of the removal and replacement from any monies due or to become due the Contractor.

OR APPROVED SUBSTITUTE CLAUSE

When used on the Plans or in the Specifications in reference to a material, product or procedure shall mean a substitute meeting the exact specification of those items so stated. Items will be considered by the Owner after the contract is awarded. It is the Owner's sole discretion whether the proposed or substitute item will be acceptable.

GUARANTEES

All Work to be performed under this contract shall be constructed in compliance with the contract drawings, the contract specifications and standard construction codes and must be guaranteed by the Contractor and the Surety for a period of one year from date of final acceptance by the Owner against defective workmanship and material of any nature. On all items or equipment to be incorporated in the completed project, the Contractor and their Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Contract Specifications.

END OF SUB-SECTION – CONTROL OF MATERIALS AND EQUIPMENT

2.G. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the conduct of the work and all such orders or decrees as exist at present and which may be enacted in the future by any and all legislative bodies or tribunals having legal jurisdiction or authority over the Work and no plea of misunderstanding or ignorance thereof shall be considered. The Contractor shall indemnify and hold harmless the Owner and all of its officers, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by the Contractor themselves or their employees.

WORKER'S COMPENSATION INSURANCE

The Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force at the Contractor's expense, in accordance with the provision of the laws of the State of Illinois, workers' compensation and employer's liability insurance coverage including coverage for occupational disease for all of their employees at the site of the project and in case any work is subcontracted, the Contractor shall require such subcontractor to provide workers' compensation and employer's liability insurance including coverage for occupational disease for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor shall not allow any subcontractor to commence work until all required insurance is obtained by the subcontractor. Such insurance shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the drawing and specifications, and it is hereby understood and agreed that the maintenance of such insurance until acceptance of the work by the Owner is part of the contract. Failure by the Contractor or any subcontractor to maintain or provide evidence of such insurance may be considered as a breach of the contract.

The Contractor shall furnish to the Owner two (2) copies of Certificates of Insurance along with copies of the actual policies showing the coverages enumerated herein to be provided by the Contractor and/or subcontractor by an insurance company or companies acceptable to and approved by the Owner. Such insurance shall provide that no change, modifications of, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner.

Unless waived or modified by a written change order, workers compensation and employer's liability insurance coverage minimum limits requirements for the Contractor and subcontractor are as follows:

- (1) Workers' Compensation. Limits shall be those required by applicable workers' compensation statutes for the State of Illinois.
- (2) Employers' Liability. Limits shall not be less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

LIABILITY AND PROPERTY INSURANCE

The Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force at Contractor's expense all public liability insurance, including, but not limited to, commercial general liability, comprehensive motor vehicle liability insurance and excess or umbrella liability coverage necessary to protect, indemnify, and hold harmless the property, the work, the Owner, and its representatives, including, but not limited to, its officers, directors, elected and appointed officials, agents, employees, and servants, from any and all claims of bodily or personal injury including

death and all claims for destruction or damage to property arising out of or in connection with the Work performed under this contract whether such work be by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or any subcontractor under him. The Contractor shall not allow any subcontractor to commence work until all insurance coverages required of the Contractor have been obtained by the subcontractor. Such insurance shall be kept in force until all Work to be performed under the terms of the contract has been completed and accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance until acceptance of the work by the Owner is part of the contract. Failure by the Contractor or any subcontractor to maintain or provide evidence of such insurance may be considered as a breach of the contract.

The Contractor shall furnish to the Owner two (2) copies of Certificates of Insurance showing the required coverages and limits and, if requested, copies of the actual policies evidencing the coverages enumerated in this Section to be provided by the Contractor or subcontractor by an insurance company or companies acceptable to and approved by the Owner. Such insurance coverages shall provide that no change in, modification of, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Owner.

The Contractor shall procure from the insurance company and provide to the Owner endorsements specifically naming the Owner as an additional insured along with the Contractor in the amounts specified for all coverages required in this Section. The endorsements shall protect the property, the work, the Owner, and its representatives, including, but not limited to, its officers, directors, elected and appointed officials, employees, agents, and servants from all claims of bodily or personal injury including death and all claims for destruction of or damage to property arising out of or in connection with any operations under this contract whether such operations be by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or by any subcontractor under him.

Unless waived or modified by a written change order, insurance coverage minimum limit requirements for the Contractor and subcontractor are as follows:

- A. Commercial general liability coverage is to be written on an "occurrence" basis. General liability coverages shall include but not be limited to:
 - 1. Premises/Operations coverage
 - 2. Products/Completed operations (Coverage will be required to be maintained for a period of five years following completion of construction.)
 - 3. Contractual Liability Insurance (Coverage shall specifically include the indemnification process set forth in this contract.
 - 4. Personal Injury (with employment exclusion deleted.)
 - 5. Broad form property damage coverage.
 - 6. Explosion, Collapse and Underground coverage.
 - 7. Independent Contractor Liability coverage.

The above coverages shall be written for limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit.

- B. Comprehensive motor vehicle liability coverage shall have limits for Contractor's owned, non-owned or rented vehicles of not less than \$1,000,000 bodily injury and property damage combined single limit.
- C. Umbrella/excess liability insurance shall be in force for a minimum limit of \$1,000,000 each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (A) and (B) above.
- D. The Contractor shall purchase a policy of Owner's and Contractor's protective liability insurance at its sole cost and expense in the names of the Owner and, if applicable, the engineer and/or architect assigned to the project for the duration of the contract. The limits of liability for the Owner's and Contractor's protective coverage shall be not less than \$1,000,000 bodily injury and property damage combined single limit.
- E. Herbicide and Pesticide application coverage shall be in force for a minimum limit of \$1,000,000 each occurrence bodily injury/property damage combined single limit.
- F. Pollution liability insurance shall be in force for a minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate.

BARRICADES AND WARNING SIGNS

The barricades and signing of the areas required for the construction of the improvement shall be the sole responsibility of the Contractor at no additional compensation. Signs and barricade horses will be required for barricading a construction site. Barricades and signing shall conform to *Highway Standards*, State of Illinois Department of Transportation – Standard 701901.

PROTECTION AND RESTORATION OF PROPERTY

Whenever public or private property is so damaged or destroyed, the Contractor shall at their own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or they shall otherwise make good such damage or destruction in an acceptable manner. If they fail to do so, the Engineer may, after the expiration of a period of 48 hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this contract.

Trails - The contractor shall be responsible for restoration of the existing trail upon removal of the trail crossings. The trail shall be restored to the pre-construction finished grades and according to the trail typical section shown in the plans. This work shall be incidental to the contract costs.

This work shall consist refurbishing the surfaces of existing trails that may be damaged during the course of construction, by furnishing, placing, shaping and compacting limestone screenings.

- A. The crushed limestone screenings shall conform to IDOT gradation FA-5, and meet requirements of Section 402 of the *IDOT Standard Specifications*.
- B. Turf Grass seeding shall be in accordance with section 250.07 of the *IDOT Standard Specifications*.
- C. The top two (2) inches of trail surface shall be removed for a distance of 50-feet along the trail on both sides of the crossing as measured from the center of the crossing (for a total length of 100-feet). The two inches shall be replaced with crushed limestone screenings to a grade which matches the pre-construction conditions and creates smooth transitions between the undisturbed trail and the restored trail.

- D. Before the crushed limestone screenings is placed on the trail, any ruts, caked earth, or other undesirable surface matter will be removed with the blade of a motor grader. Before the crushed limestone screenings is deposited on the prepared trail with a spreader, it shall contain sufficient moisture to provide satisfactory compaction. The spread crushed limestone screenings shall be compacted with a roller to a minimum thickness of two inches (2"), to the satisfaction of the Engineer. If the moisture content of the material is not such as to permit satisfactory compaction, water shall be added in such a quantity so that satisfactory compaction can be obtained. If any sub grade material is worked into the surface aggregate during the finishing operation, all granular material within the affected areas shall be removed and replaced with new aggregate. The limestone screenings shall be placed to the depth and design grade shown on the Plans and sloped away from a crowned centerline for positive drainage. The limestone screenings shall be placed and compacted in accordance with Section 402 of the *IDOT Standard Specifications*.
- E. The trail shoulders shall also be graded to remove any rutting, fresh topsoil shall be placed and raked removing all objects and debris greater than 1-inch and shall be reseeded with a tri-tall fescue seed mix approved by the District.

HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, save, keep and hold harmless the Owner, its officers, employees, agents, engineers and consultants, from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person, including the officers, employees and agents of the Contractor or its subcontractors, or the officers, employees, agents, engineers and consultants of the Owner, as a result of bodily injury, sickness, disease, death or property damage allegedly arising out of or any manner connected with the Work to be performed under this Contract, whether performed by the Contractor, its employees, agents or subcontractors, when such bodily injury, sickness, disease, death or property damage is allegedly caused by an act or omission to act on the part of the Contractor, its employees, agents or subcontractors, that constitutes, without limitation, negligence, creation or maintenance of a dangerous condition on public property, or intentional infliction of harm. In the event any person obtains a judgment or settlement against the Owner or any of its officers, employees, agents, engineers or consultants by reason of any of the aforementioned acts or omissions on the part of the Contractor or its employees, agents, or subcontractors, the Contractor shall indemnify the Owner in the amount of said judgment or settlement and for all costs and expenses related thereto that may be incurred by the Owner, including, without limitation, reasonable attorney fees.

Nothing in this article shall preclude the Owner or its officers, employees, agents, engineers or consultants from electing to defend any claim or cause of action through the use of their own attorneys and experts, provided that written notice thereof is served upon the Contractor. In such case, the Contractor shall, in addition to providing indemnification for any settlement or judgment as set forth above, pay all costs and expenses incurred in the defense of the claim or cause of action, including, without limitation, reasonable attorney fees.

WITHHOLDING OF PAYMENTS

In the event any claim or cause of action is brought against the Owner or its officers, employees, agents, engineers or consultants by any person as the result of bodily injury, sickness, disease, death or property damage allegedly caused by an act or omission to act on the part of the Contractor, its officers, employees, agents or subcontractors, in performing the Work, the Owner may withhold from the sums due Contractor under this Contract an amount determined by the Owner as sufficient to pay any defense costs and any potential settlement or judgment that the Owner deems likely to arise.

JOB-SITE SAFETY

Caution should be exercised by the Contractor at all times for the protection of persons and property. Any and all safety regulations and other provisions of applicable Federal, State and local laws and building, construction, and environmental codes shall be observed and is the responsibility of the contractor.

The Plans do not include standards or guidelines for construction safety. The Contractor shall be solely responsible for the adequacy and safety of all construction methods and the safe prosecution of The Work, including but not limited to forms, falsework, scaffolding, trench protection, protective barricades, protective rails and warning lights. IN NO EVENT SHALL THE OWNER BE RESPONSIBLE FOR OR HAVE ANY OBLIGATION WITH RESPECT TO THE SAFETY OF PERSONS PERFORMING THE WORK PROVIDED FOR IN THIS CONTRACT.

- A. Use of the Preserve Trails, Road, and Service Drives: Contractor shall obey all regulations of the District as outlined in the District General Use Regulation Ordinance, latest edition. In addition, the following practices shall be required:
1. Contractor shall use emergency and warning vehicle flashing lights at all times.
 2. Vehicle shall post "Contractor Permit" in the windshield of all vehicles. District to supply upon request.
 3. Contractor shall not exceed 10 mph anywhere within the preserve including trails, service drives, roads, parking lots.
 4. When preserve users are encountered:
 - a. Contractor shall stop within 50 feet of user, yield and provide safe passage with sufficient rights-of-way for all pedestrian, bike traffic and horseback riders encountered.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of The Work at all times. In the event the Owner, its authorized representatives or Consultants are held by a court or administrative body to be liable for personal injuries or damages to personal injuries or damages to persons or property arising from deficiencies in job-site safety, the Contractor shall promptly indemnify and hold them harmless therefrom as provided for in *HOLD HARMLESS AND INDEMNIFICATION ARTICLE* above hereof.

B. Protection and Control of Users From Hazardous Work Areas and Hazardous Activities

1. Post appropriate information such as signage, barricades and warnings along trails and roads within preserve advising users of potential Hazardous Areas and/or potential Hazardous Activities that users may encounter including, but not limited to Large Vehicles, Equipment, Clearing and Felling of trees, Chipping and Material handling. The barricades and signing of the areas required for the construction of the improvement shall be the sole responsibility of the Contractor at no additional compensation. Signs and barricade horses will be required for barricading a construction site. Barricades and signing shall conform to Highway Standards, State of Illinois Department of Transportation – Standard 701901.
 - a. If deemed appropriate by the District, provide personnel such as flagmen to provide temporary control of preserve users approaching imminent threats and/or hazards. (Example: temporarily stop user traffic on trail or road to allow equipment entrance/egress).

- b. If deemed appropriate by the District, provide temporary fencing of work areas directly adjacent to trails and roads so as to exclude preserve users from those hazardous areas and/or activities.
2. Post appropriate signage and frequency of said signage prior to the application of any pesticide(s) and sustain such signage as required by Licensed Operator along the perimeter of any area to be treated. Signage shall remain in place for a minimum of the re-entry time stated within the herbicide label and shall be removed thereafter. NOTE: Contractor is obligated to update information regularly with District regarding what chemicals will be used, how they will be applied, who as licensed operators will apply them, when they will be applied and where they will be applied.
3. Post appropriate signage applicable to any prescribed burning and/or brush pile burning and update activities as required per approved burn plan to District.

All signage including, but not limited to, travel on trails, hazardous work areas, hazardous activities, herbicide application, and burning shall be removed immediately after the hazard has ceased to indicate safe passage.

C. Providing Traffic Control

1. Traffic Control shall be according to the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.
2. Special attention is called to Article 107.09 of the *IDOT Standard Specifications* and the Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.
3. The Contractor shall contact the DuPage County Forest Preserve District at least 72 hours in advance of beginning work.

D. Providing Trail Crossings

1. Contractor shall establish haul road crossings that facilitates construction traffic, pedestrians using the trail, and vehicle access to private residences. Chainlink fencing with gates, or snow fencing with movable openings, shall be used to close access temporarily as needed with the District's approval.
2. Coarse aggregate used within the footprint of the existing trail shall meet the requirements of Section 1004.01 of the *IDOT Standard Specifications* and shall be of gradation CA-7. Aggregate shall be of angular and not rounded material.
3. Coarse aggregate placed outside the footprint of the existing trail shall requirements of Section 1004.01 of the *IDOT Standard Specifications* and shall be quality Type A, gradation CA 1 or CA 3, or CA 7.
4. The aggregate shall be placed over filter fabric, which shall meet the requirements of Section 1080.03 of the *IDOT Standard Specifications*.
5. Culverts used shall be Class A, Type 1 as described in Section 250.03 of the *IDOT Standard Specifications*. The culverts need not be new, but must be free of significant defects and approved by the District.
6. Type(s) of trail crossings:

Two types of trail crossings shall be utilized depending whether the access or haul road is temporary or permanent for duration of the construction.

- a. A trail crossing for **permanent** access/haul road shall be provided where the trail intersects and overlaps.
 - i. Advance warning signs shall be required along the trail 500-feet from both sides of the crossing. Signs shall state, "WARNING CONSTRUCTION TRAFFIC AHEAD" and "WALK YOUR BIKES". Warning signs shall also be required along the trail 10-feet on both sides of the crossing stating, "WATCH FOR CONSTRUCTION TRAFFIC" and, "FLAGGER".
 - ii. Temporary gates shall be installed which may be opened for construction traffic. The gates shall be closed at all times when construction traffic is not using the crossing. Gates shall be labeled with "NO TRESPASSING".
 - iii. At all times when heavy construction traffic is crossing the trail a flagger shall be required.
 - iv. The crossing shall be maintained at all times free of ruts, holes, dirt, debris, and other potential hazards to pedestrians. The Contractor shall immediately make repairs to the crossing at the request of the Engineer.
 - v. The crossing shall be removed upon substantial completion or whenever heavy construction traffic is no longer required to cross at the location. The area shall be restored as outlined in the Protection and Restoration of Property subheading above.
- b. A trail crossing for **temporary** access/haul road may be provided as necessary and approved by the Engineer.
 - i. The contractor shall establish signage, gates, and utilize flaggers at all times as described in trail crossing for permanent access/haul road.
 - ii. Additionally, the contractor shall place filter fabric across the trail, the trail shoulders, and the ditch/swales parallel to the trail. The fabric shall be placed along the alignment of the haul road at a width equivalent to the haul road. Culverts (12-inch) shall be placed in the swale parallel to the trail. The filter fabric shall be covered with coarse aggregate, with a minimum depth of 8 inches. The coarse aggregate shall be graded to form a level to slightly crowned surface appropriate for accommodating pedestrians. Along the trail on either side of the crossing a ramp shall be graded up to the crossing from the trail at a grade of no more than 5%.

Either type of trail crossing shall be maintained at all times free of ruts, holes, dirt, debris, and other potential hazards to pedestrians. The Contractor shall immediately make repairs to the crossing at the request of the District.

All materials shall be removed upon the substantial completion or sooner if heavy construction traffic is no longer required to cross at the location. The area shall be restored as outlined in the Protection and Restoration of Property subheading above.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the charge and care of the Contractor until final acceptance by the Owner. The Contractor shall assume all responsibility for injury or damage to the work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore and make good, at their expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the Engineer, the provisions of this article shall not apply to damage caused by such usage and not due to the Contractor's fault or negligence.

PROHIBITION OF MATERIALS PRODUCED BY FORCED LABOR OR CHILD LABOR

Materials used in the completion of the Work shall comply with all Federal and State laws prohibiting foreign-made equipment, materials, or supplies that have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583) or that have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

PUBLIC ACCESS AFTER SUBSTANTIAL COMPLETION

After Contractor has achieved Substantial Completion, Contractor acknowledges that the Construction Area will become open to the public where active and passive recreational use of entrances, roads, parking lots, trails, river and other amenities will occur during the remaining Contract period. The Contractor is responsible for implementing adequate safety procedures and actions including, but not limited to: posting relevant informational signage and warnings, providing Contractor personnel such as flaggers to direct user traffic when necessary and installing temporary controls such as construction fencing to isolate certain active work areas. Said Contractor actions are to be performed with the specific intent to manage preserve users away from hazardous work areas or hazardous work activities or during movement of any motorized vehicles and equipment upon preserve entrances, roads, parking lots, trails and service roads depicted as accessible routes within the Plans.

CONTRACTOR RESPONSIBILITIES TO PUBLIC USER WITHIN THE PRESERVE

Active construction areas shall be closed to the general public during construction until Substantial Completion is achieved. Contractor is granted restricted use to the exclusion of others with the following exceptions:

- A. Forest Preserve District of DuPage County (District) staff shall have access to the site at any time with coordination with the Contractor. District staff will require access to the site for both construction related activities and periodic access to the trail for regular maintenance and land management operations.
- B. Regulators shall be granted access to the site in accordance with applicable ordinances, laws, and permit conditions.
- C. Designated representatives of the District shall be granted access to the site.
- D. Public trails shall remain open to the public at all times except for:
 - a. Temporary closures for construction traffic with the aid of a flagger. Closure times shall be minimized and shall not exceed fifteen (15) minutes without prior coordination with the Forest Preserve District. Trail crossings/temporary closures shall be in accordance as outlined above.
 - b. The Cenacle Trail shall be closed to the public to accomplish Work. The Contractor will be responsible for the proper location, installation, and arrangement of all traffic

control devices during the period of construction. All trail closures shall be marked with signage and be protected by Type III barricades equipped with bi-directional flashing lights and weighted down by eight sandbags per each barricade.

ENFORCEMENT OF CONTRACT TERMS

The Contractor shall indemnify the Owner and its officers, employees and agents for all costs and expenses, including reasonable attorney fees, incurred by the Owner and its officers, employees and agents in any legal proceeding or action, whether at law or equity, brought by the Owner and its officers, employees and agents for the purpose of enforcing any provision of this Contract.

NO WAIVER OF LEGAL RIGHTS

The Owner shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and their sureties such damages as it may sustain by reason of their failure to comply with the terms of the contract. Neither the acceptance by the Owner, or any representative of the Owner, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

END OF SUB-SECTION – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

2.H. PROSECUTION AND PROGRESS

SUPERINTENDENCE

The Contractor shall keep a competent superintendent on the job at all times who shall have the knowledge and control of all Work under this Contract.

WORKMEN, METHODS AND EQUIPMENT

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required. All workmen shall have sufficient skill and experience to perform properly the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform their work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such person(s) are removed as required above or until suitable and sufficient personnel for the proper prosecution of the Work are furnished.

All equipment which is proposed to be used on the Work shall be sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to adjacent property or highways will result from its use.

The contract specifies that the construction be performed by the use of certain methods and equipment. Such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, they may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If after trial use of the substituted methods or equipment, the Engineer determines that the Work produced does not meet contract requirements, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work meeting the requirements of the contract documents or take such other corrective action as the Engineer may direct. No increase will be made in basis of payment for the construction items involved, nor in contract time as result of authorizing a change in methods or equipment under these provisions.

SUSPENSION OF WORK

The Engineer shall have authority to suspend the Work wholly, or in part for such period of time as they may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension; except when the suspension is ordered for

reasons not resulting from any act or omission on the part of the Contractor, and not related to weather conditions. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public or become damaged in any way. Take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage of the roadway, and erect temporary structures when necessary. The Contractor shall not suspend Work without written authority from the Engineer.

Liquidated damages shall not accrue during the period in which the Work is suspended by written approval of the Engineer unless such suspension is due to the failure of the Contractor to comply with the provisions of the contract.

DEFAULT ON CONTRACT

If the Contractor fails to begin the Work under contract within the time specified, or performs the Work with insufficient workmen and equipment or with the insufficient materials to insure the completion of said Work within the specified time, or performs the Work unsuitably, as determined by the Engineer, or neglects or refuses to remove materials or perform anew such Work rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of the creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the Engineer, the Engineer shall give notice in writing to the Contractor and their surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) calendar days after the date of said notice, shall not proceed in accordance therewith, the Owner shall, upon written certificate from the Engineer of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the Work, in accordance with the terms of the contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work by or on its own force account, or may enter into a new agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said contract in acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the Work under contract shall be deducted from any monies due or which may become due on such contract. In case such expense shall exceed the sum which would have been payable under the contract, the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess, including the cost of any claims for liens which may be filed with the Owner or any prior assignment filed with the contractor or surety.

TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the improvement called for by the contract shall have been completely performed on the part of the Contractor and all parts of the Work have been approved and accepted in writing by the Engineer, according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except as set forth in their Contract Bonds and one-year guarantee, as explained in *Sub-Section 2.1: Measurement and Payment Sub-Section* (Contractor's Responsibility and Guarantee) of these specifications.

END OF SUB-SECTION – PROSECUTION AND PROGRESS

2.I. MEASUREMENT AND PAYMENT

MEASUREMENT

Work completed under this contract shall be measured according to United States Standard Measures. The method of measurement shall be described in the General Specifications and Special Provisions.

SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the Owner; for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks or copyrights, and for completing the Work in an acceptable manner according to the plans and Specifications.

The payment of any current estimate prior to final acceptance of the Work by the Owner shall in no way constitute an acknowledgement of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at their own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The Engineer shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

PAYMENT FOR WORK

Payment for all Work under this contract shall be based on a stipulated sum, fixed price, except as otherwise provided in *Sub-Section 2.D: Scope of Work* (Alterations, Cancellations, Extensions and Deductions) in the *Section 2: General Conditions* of these Specifications or in the detailed specifications or special provisions for each class of work.

A certified payroll record, as outlined in *Sub-Section 2.K: Wage Determination* in *Section 2: General Conditions* of these Specifications must be submitted by the Contractor with each pay request prior to the Owner releasing payment for that request.

PAYMENT FOR EXTRA WORK

Extra work which results from any changes as specified in *Sub-Section 2.D: Scope of Work* (Alterations, Cancellations, Extensions and Deductions) in the *General Conditions Section* shall not be started until receipt of a written authorization by Change Order from the Owner, which authorization shall state the items of Work to be performed and the method of payment for each item. Work performed without such Change Order will not be paid for.

A. Extra work will be paid for:

Either at a lump sum price or at unit prices agreed upon by the Contractor and the Owner. In case a supplemental agreement is signed between the Contractor and the Owner, the agreed prices pertaining thereto shall prevail.

B. On the following force account basis:

1. Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific work for each hour that said labor and foreman are actually engaged in such work, to which cost shall be added 15 percent of the sum thereof for overhead and profit. A foreman shall not be used when there are less than two laborers employed except with consent of the Engineer.
2. Bond, Insurance, Tax, Welfare Fund and Other Payments. The Contractor shall receive the actual cost of Contractor's Bond, Public Liability and Property Damage Insurance, Social Security Tax, Welfare fund and other payments, if any, in accordance with agreements applicable to the contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate of rates paid for such Bond, Insurance, Tax, Welfare Fund and other payment.
3. Materials. The Contractor shall receive the actual cost for all material which are an integral part of the furnished work (exclusive of machinery rentals), including transportation charges as shown by the original receipted bills, to which shall be added fifteen percent (15%) of the sum thereof for overhead and profit. The Contractor will be reimbursed for any materials used in the construction of the work, such as sheeting, falsework, form lumber, curing materials, etc., which are not an integral part of the finished work. The amount of reimbursement will be agreed upon in writing before such materials shall be taken into consideration in the reimbursement agreed upon.
4. Equipment. Machinery and equipment which the Contractor has on the job for use on contract items shall be used on extra work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Public Works, State of Illinois, for the period that said machinery and equipment are in use on such work, to which no percent shall be added. In the event that equipment is used which is not included in aforesaid publications, the latest edition of Equipment Watch's "Cost Recovery" (formerly known as "Rental Rate Blue Book"), available at equipmentwatch.com per IDPW's Construction Memorandum 08-09, shall be used to determine equipment rental rates no percent shall be added.

PAYMENT FOR ITEMS OMITTED WHEN PARTIALLY COMPLETED

Should the Owner cancel or alter any portion of the contract which results in the elimination or cancellation of any portions of the Work partially completed, the Contractor will be allowed a fair and equitable amount covering all such Work up to the time of cancellation or elimination by the Owner. When such elimination or cancellation involves a net decrease in the amount of the contract of more than twenty-five percent (25%) of the original contract price, a supplemental agreement between the Contractor and the Owner will be required. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rates provided under *Sub-Section 2.1: Measurement and Payment* (Payment for Extra Work) above in this *Section 2: General Conditions* for Work paid for on a force account basis, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the Work prior to the date of its cancellation, alteration, or suspension by the Engineer shall be purchased from the Contractor by the Owner at actual cost and shall thereupon become the property of the Owner; or at the option of the Engineer, the

unused acceptable materials shall remain the property of the Contractor, and they shall be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value.

PARTIAL PAYMENTS

At least once each month, the Engineer will make an approximate estimate, in writing, of the materials complete in place, the amount of Work performed, and the value thereof, based on a percentage of the work item prices. The Contractor shall submit pay requests on a Sworn Statement, Certificate for Payment and invoice. Waivers of lien from the general contractor and from all contractors, materialmen and suppliers will be required with each pay request. From the amount so determined of completed Work there shall be deducted ten percent (10%) to be retained until after completion of the entire Work to the satisfaction of the Engineer.

Notwithstanding the above, after fifty percent (50%) or more of the Work is completed, the Engineer may in his sole discretion, approve the remaining partial payments or some of them without any further retention, provided that satisfactory progress is being made in accordance with the Contract requirements and continues to be made, and provided that the amount retained shall not, at any time be less than five percent (5%) of the total adjusted Contract price.

CONTRACT BREAKDOWN (Lump Sum Bid)

When the contract work has been bid as a lump sum, the Contractor, after award of contract but prior to the first request for payment, shall submit to the Owner a breakdown of their contract. The breakdown shall consist of the major items and subdivisions of the construction work. The Contractor shall submit waivers of lien for each subcontractor/supplier used for the current payout request.

ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for, and all conditions called for by the contract shall have been completely performed and met on the part of the Contractor, and all parts of the improvement have been approved by the Engineer and accepted by the Owner, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payment have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished the Owner satisfactory evidence that all sums of money due for labor, materials, equipment, fixtures, or machinery furnished for the purpose of such improvements have been paid or that the person or persons to whom the same may be due have consented to such final payment.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the Owner from any and all claims or liabilities for anything done or furnished to the Work or any act or neglect on the part of the Owner relating to or connected with the contract.

LIEN AGAINST PUBLIC FUNDS

Notwithstanding any provisions of this contract to the contrary, the Contractor agrees that if any person files with the Owner a notice of mechanic's lien or lien against public funds, the Owner will withhold payment from the Contractor an amount equal to the amount claimed in such notice without regard to the merits of the claim, until such time as the Contractor presents to the Owner,

in form satisfactory to the Attorney, a complete release of such claim. Funds withheld from the Contractor by the Owner in accordance with this paragraph will be deducted by the Owner from the next payment that would otherwise be due to the Contractor after receipt by the Owner of such notice, whether or not such payment is in respect to work performed by the Contractor under this contract. All such funds withheld by the Owner and on hand at the time of any default of the Contractor by the Owner for failure to perform all or any portion of this contract or the work required thereby may be applied by the Owner toward the cost of completion of the work by others.

CONTRACTOR'S RESPONSIBILITY AND GUARANTEE

Neither the final payment on this contract nor any provision in these specifications shall relieve the Contractor of the responsibility of faulty materials or faulty workmanship which shows up within the extent and period provided by law or within the guarantee period of one year from final acceptance of the Work performed under this contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship, materials and/or equipment. See *Sub-Section 1.G: Supplementary Conditions* (1-Year Maintenance Bond).

END OF SUB-SECTION – MEASUREMENT AND PAYMENT

2.J. EQUAL EMPLOYMENT OPPORTUNITY

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department") the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contracts may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails, or refuses to cooperate with the Contractor, in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Departments' Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors' and further it will promptly

notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith.

In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

END OF SUB-SECTION – EQUAL EMPLOYMENT OPPORTUNITY

2.K. PREVAILING WAGE ACT REQUIREMENTS

ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGES FOR DUPAGE COUNTY

Pursuant to the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) as applicable in the county where the work is performed. The Illinois Department of Labor (IDOL) publishes the prevailing wage rates on its website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. IDOL revises the prevailing wage rates and the contractor/subcontractor has an obligation to check IDOL’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements, and notice and record keeping duties.

REQUIREMENTS FOR CERTIFIED PAYROLLS

In accordance with Section 5 of the Prevailing Wage Act, 820 ILCS 130/5, Contractor and each subcontractor shall make, keep, and submit records of all laborers, mechanics, and other workers employed by them on the project. See the Prevailing Wage Act for requirements of the Certified Payroll documents.

(The Prevailing Wage Rates are revised by the Illinois Department of Labor and are available on the Department’s official website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>)

DuPage County Prevailing Wage Rates posted on 4/15/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime							Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	HW	Pension						
ASBESTOS ABT-GEN	AII	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92		0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	AII	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02		0.00	0.90		3.11	6.21
BOILERMAKER	AII	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44		0.00	3.34	1.95	0.00	38.26
BRICK MASON	AII	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54		0.00	1.24	0.00	3.99	7.98
CARPENTER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26		2.15	0.93	0.00	0.00	0.00
CEMENT MASON	AII	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00		0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	AII	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82		0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	AII	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68		0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	AII	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59		3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	AII	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22		0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	AII	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93		0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	AII	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10		0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	AII	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33		0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	AII	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19		7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	AII	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96		5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32		0.00	0.75		0.00	0.00
GLAZIER	AII	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18		0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	AII	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01		0.00	0.90		4.60	9.20
IRON WORKER	AII	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31		0.00	0.49	0.00	0.00	0.00
LABORER	AII	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92		0.00	0.91		0.00	0.00
LATHER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26		2.15	0.93	0.00	0.00	0.00
MACHINIST	AII	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95		1.85	1.47		0.00	0.00
MARBLE FINISHER	AII	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32		0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	AII	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01		0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	AII	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92		0.00	0.91		0.00	0.00
MATERIALS TESTER II	AII	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92		0.00	0.91		0.00	0.00

DuPage County Prevailing Wage Rates posted on 4/15/2025

MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILED RIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83	0.00	0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49	0.00	0.00	0.00

DuPage County Prevailing Wage Rates posted on 4/15/2025

SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

END OF SUB-SECTION – WAGE DETERMINATION SCHEDULE

END OF SECTION 2 – GENERAL CONDITIONS

SECTION 3: GENERAL REQUIREMENTS

3.A. PROJECT SUMMARY

PART 1 GENERAL

REQUIREMENTS INCLUDE

- A. Stream restoration including bank stabilization.
- B. Bridge demolition and construction
- C. Ecological management

CONTRACTOR USE OF THE PREMISES

- A. Contractor shall not block the driveway or parking lot.
- B. Do not load structures with weight that will endanger any structure.
- C. It shall be the responsibility of the Contractor to see that all applicable OSHA standards and safety procedures are followed.
- D. Any damaged property shall be repaired by the Contractor to the satisfaction of the Owner and returned to the same condition it was in prior to the Contract starting date.
- E. The Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.
- F. The Contractor shall not interrupt Forest Preserve operations. Temporary trails closures will be permitted as described below and as approved by the Engineer.
- G. Waste materials shall not be burned at the site but shall be promptly removed to prevent the accumulation of combustibles on the site.
- H. Hazardous Material Spills: Contractor shall be responsible for notification of, cleanup of, and legal disposal of all materials associated with a hazardous material spill caused by the Contractor or any of its Subcontractors.
 - a. The Contractor shall locate spill kits within the materials storage area. It is the Contractor's responsibility to clean up all spills immediately upon discovery. Spent absorbent materials and rags shall be hauled off-site immediately after the spill is cleaned up. It is the Contractor's responsibility to ensure all materials used in the clean up are legally disposed of. Contractor shall also be responsible for reporting large spills, that discharge to surface water, to the local fire department and hazardous material response teams. The Contractor must report all spills to the Owner's Engineer within an hour of the incident.
- I. The Contractor shall not allow workers or subcontractors to play radios or other audio devices during the progression of the Work.

STORAGE OF MATERIALS, VEHICLES, AND EQUIPMENT

- A. Contractor shall only store materials, vehicles and equipment in designated areas shown on plans. Written approval from the Owner's Engineer is required for all other others not designated on the plans.
- B. The Contractor and its Subcontractors shall maintain or perform major repairs to all vehicles and equipment off site. All vehicles and equipment including subcontractor

vehicles will be checked for leaking oil and fluids. Vehicles leaking fluids will not be allowed on-site. Drip pans shall be placed under all vehicles and equipment that are parked overnight.

- C. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL-Listed and -Labeled safety cans and shall be stored away from hazardous work areas.
- D. Moveable materials and/or equipment must be flood proofed or removed outside of the flood plain on a daily basis.

PARKING

The Contractor's workers shall park their personal vehicles and construction equipment in staging areas depicted in the plan set or Engineer approved locations only. Personal vehicles may also be parked in the public parking lot adjacent to the Archery Range. Personal vehicles may NOT be parked in the Urban Stream Research Center lot, in the lot adjacent to Ranger Operations shop, or on Morris Ct.

TEMPORARY UTILITIES

- A. Power shall be provided by the Contractor.
- B. Contractor shall provide potable water, portable toilet facilities, and disposables.

GROUNDS

The Contractor shall re-grade, seed, and fertilize the grounds that are disturbed by construction operations. Furthermore, the contractor shall perform a District approved restoration plan in disturbed natural areas.

CONSTRUCTION FENCE

If specified, the Contractor shall secure the work area and material storage areas with a six foot tall chain link fence. The fence shall be removed upon project completion.

DEBRIS CONTROL

- A. Maintain all areas under Contractor's control free of debris. Prevent accumulation of debris at construction site, storage areas, parking areas, roads, and haul routes.
- B. Prohibit overloading of trucks to prevent spillage. Clean Forest Preserve roads and streets surrounding the site daily of dropped and lost debris.

END OF SUB-SECTION – PROJECT SUMMARY

3.B. PROJECT MEETINGS

PART 1 GENERAL

DESCRIPTION

Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Engineer will conduct project meetings throughout the contract period.

Related work described elsewhere: The Contractor's relations with their subcontractors and materials suppliers and discussion relative thereto, are the Contractor's responsibility and are not part of project meetings content.

- A. Submittals
- B. Construction Schedule
- C. Schedule of Unit Prices
- D. Temporary Facilities and Control
- E. Project Record Documents

QUALITY ASSURANCE

Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

SUBMITTALS

Agenda items: To the maximum extent practicable, advise the Engineer at least 24 hours in advance of project meetings regarding all items to be added to the agenda.

PART 2 PRODUCTS

(No products are required in this Section.)

PART 3 EXECUTION

MEETING SCHEDULE

Except as noted below for Preconstruction Meeting and Payment Meetings, Project Meetings will be held as needed. Coordinate as necessary to establish mutually acceptable location and schedule for meetings.

MEETING LOCATION

To the maximum extent practicable, meetings will be held at the job site.

PRECONSTRUCTION MEETING

Preconstruction meeting: will be scheduled within fifteen (15) calendar days after the Owner has issued Notice to Proceed. Provide attendance by authorized representatives of the Contractor

and all major subcontractors. The Engineer will advise other interested parties and request their attendance.

Minimum agenda: Distribute data on, and discuss:

- A. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architect.
- B. Channels and procedures for communications.
- C. Construction schedule, including sequence of critical work.
- D. Contract Documents, including distribution of required copies of original Documents and revisions.
- E. Processing of Shop Drawings and other data submitted to the Engineer for review.
- F. Processing of field decisions and Change Orders.
- G. Rules and regulations governing performance of the Work.
- H. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.

PROJECT MEETINGS

Attendance: To the maximum extent practical, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.

Minimum Agenda:

- A. Review, revise as necessary, and approve minutes of previous meeting.
- B. Review progress of the Work since last meeting, including progress towards meeting Substantial Completion schedule/deadline and status of submittals for approval.
- C. Identify problems which impede planned progress.
- D. Develop corrective measures and procedures to regain planned scheduled.
- E. Complete other current business.

PAYMENT MEETINGS

Payment Meeting: Schedule and administer payment meetings once per month when requested by contractor. Assign person or persons to represent the Contractor at payment meetings throughout progress of Work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.

Minimum Agenda:

- A. Review, revise as necessary, and approve minutes of previous meeting.
- B. Review applications for payment.
- C. Record summary; include significant proceedings and decisions.

- D. Distribute copies of minutes to participants within five (5) business days after meetings, if applicable.

END OF SUB-SECTION – PROJECT MEETINGS

3.C. SUBMITTALS

PART 1 GENERAL

DESCRIPTION

Work included:

- A. Wherever possible in the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined by the Manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
- B. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Engineer.
- C. Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- D. Provide the following for submittal review:
 - 1. Performance & Payment Construction Bonds
 - 2. Other project bonds
 - 3. Product data for silt fence
 - 4. Bridge submittals
 - 5. Cofferdam specifications
 - 6. Product data for erosion control blanket
 - 7. Seed mixes & plug lists
 - 8. As-built drawings (See *Sub-Section 3.1: Project Record Documents*)

Related work described elsewhere: Individual requirements for submittals are described in pertinent other Sections and Special Provisions of these Specifications.

QUALITY ASSURANCE

Coordination of submittals: Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that the coordination has been performed.

Certificates of Compliance:

- A. Certify that all materials used in the Work comply with all specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found not to meet specified requirements.
- B. Show on each certification the name and location of the Work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in

the form of letter or company-standard forms containing all required data. Certificates shall be signed by an officer of the manufacturing or fabricating company.

- C. In addition to the above information, all laboratory test reports submitted with Certificates of Compliance shall show the date or dates of testing, the specified requirements for which testing was performed, and results of the test or tests.

SUBMITTALS

Submittal schedule: Within fifteen (15) calendar days after award of Contract, and before any items are submitted for approval, submit to the Engineer two copies of the Submittal Schedule described in Part 2 of this *Sub-Section 3.C: Submittals*.

Certificates of Compliance: Upon completion of the Work, and as a condition of its acceptance, submit to the Engineer all Certificates of Compliance.

Procedures: Make submittals in strict accordance with the provisions of this Sub-Section.

PART 2 PRODUCTS

SUBMITTAL SCHEDULE

General: Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the Work. Include a list of each type of item for which Contractor's drawing, Shop drawings, Certificates of Compliance, material samples, guarantees, or other types of submittals are required. Upon approval by the Engineer this schedule will become part of the Contract and the Contractor will be required to adhere to the schedule except when specifically otherwise permitted.

Coordination: Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their understanding of the importance of adhering to the approved schedule and their ability to so adhere. Coordinate as required to ensure the grouping of submittals as described in the Coordination of Submittals article of this Sub-Section.

Revisions: Revise and update the schedule on a monthly basis as necessary to reflect conditions and sequences. Promptly submit revised schedules to the Engineer for review and comment.

SHOP DRAWINGS AND COORDINATION DRAWINGS

Shop Drawings:

- A. Scale and measurements: Make all Shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- B. Types of prints required: Submit all Shop drawings in the form of one bond copy of each sheet and one digital PDF format, via e-mail or on compact disc or USB drive. Blueprints will not be acceptable.
- C. Reproduction of review Shop drawings: Printing and distribution of review Shop drawings for Owner's use will be by the Engineer. All review comments of the Engineer will be shown on the bond copy and digital copy when it is returned to the Contractor via e-mail. The Contractor shall be responsible to make and distribute all copies required for their purposes and purposes of their sub-contractors.

MANUFACTURER'S LITERATURE

General: Where contents of submitted literature from Manufacturers include data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

Numbers of copies required: Submit one digital PDF format copy of the literature which are required per the specifications. A digital PDF format copy will be reviewed and returned to the Contractor via e-mail. In addition, a digital PDF format copy will be retained by the Engineer in the project file.

SAMPLES

Accuracy of samples: Samples shall be of the precise article proposed to be furnished.

Numbers of samples required: Unless otherwise specified, submit all Samples in the quantity which is required to be returned plus one which will be retained by the Engineer in the project file.

COLORS AND PATTERNS

Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Engineer for review and selection. Unless otherwise specified, submit all colors and patterns in the quantity which is required to be returned plus one which will be retained by the Engineer in the project file.

APPROVED SUBSTITUTIONS

Approval required:

- A. The Contract is based on the standards of quality established in the Contract Documents.
- B. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Owner.
- C. The decision of the Owner will be final.

MATERIAL SAFETY DATA SHEETS

Submit prior to placement of any potentially toxic or hazardous substances, Material Safety Data Sheets (MSDS) per the Illinois Emergency Planning and Community Right to Know Act (430 ILCS 100 *et seq.*), Illinois Department of Labor, and Illinois Safety Council, as provided by the substance manufacturer.

PART 3 EXECUTION

IDENTIFICATION OF SUBMITTALS

General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

Internal identification: On at least the first page of each copy of each submittal, and elsewhere as required for positive identification, clearly indicate the submittal number in which the item was included.

Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number.

Submittal log: Maintain an accurate submittal log for the duration of the Contract, showing current status of all submittals at all times. Make the submittal log available for the Engineer's review upon request.

COORDINATION OF SUBMITTALS

General: Prior to submittal for approval, use all means necessary to fully coordinate all material including, but not necessarily limited to:

- A. Determine and verify all interface conditions, catalog numbers, and similar data.
- B. Coordinate with other trades as required.

Grouping of submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned.

TIMING OF SUBMITTALS

General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

Engineer's review time: In scheduling, allow at least ten (10) calendar days for review by the Engineer following their receipt of the submittal.

Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

END OF SUB-SECTION – SUBMITTALS

3.D. CONSTRUCTION SCHEDULE

PART 1 GENERAL

DESCRIPTION

Work included: To assure adequate planning and execution of the Work so that the Work is completed within the number of days allowed in the Contract, and to assist the Engineer in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedules and reports described in this Sub-Section.

QUALITY ASSURANCE

Qualifications of scheduling personnel: Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data and in preparation and issue of periodic reports as required below.

Reliance upon approved schedule:

- A. The construction schedule as approved by the Engineer will be an integral part of the Contract, and will establish interim Contract completion dates for the various activities.
- B. Should any activity not be completed within the stated scheduled date, the Owner shall have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary without additional compensation to the Contractor.
- C. Additional costs incurred by the Contractor in connection with expediting construction activity under this Article shall not be reimbursed to the Contractor by the Owner.
- D. It is expressly understood and agreed that failure by the Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered precedent-setting for any other activities.

SUBMITTALS

General: Comply with the provisions of *Sub- Section 3.C: Submittals of Section 3: General Requirements* of these specifications.

Preliminary analysis: Within fifteen (15) calendar days after receipt of Notice of Award of Contract, submit one reproducible copy and four prints of a construction schedule, to be reviewed and approved or revised and resubmitted at the request of the Engineer.

Periodic reports: As determined by the Engineer submit construction schedule updates as described in Part 3 of this Sub-Section.

PART 2 PRODUCTS

CONSTRUCTION ANALYSIS

Diagram:

- A. Graphically show the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and their project field superintendent in coordination with all subcontractors

whose work is shown on the diagram. Activities shown on the diagram shall include, but are not necessarily limited to:

1. Project mobilization;
 2. Submittals and approvals of Shop drawings and Samples;
 3. Procurement of equipment and critical materials;
 4. Fabrication of special material and equipment, and their installation and testing;
 5. Final cleanup;
 6. Final inspection and testing;
 7. All activities by the Engineer that affect progress, required dates for completion, or both, for all and for each part of the Work
- B. The detail of information shall be such that duration times of activities shall normally range from one to fifteen (15) calendar days. The selection and number of activities shall be subject to the Engineer's approval.
- C. Show on the diagram, as a minimum for each activity, preceding and following event numbers, description of each activity, cost, and activity duration in calendar days. Submit diagram on a sheet as supplied by the Owner.

Mathematical analysis:

- A. Furnish a mathematical analysis of the diagram by manual or computer-aided means, including tabulation of each activity. Show the following information as a minimum for each activity:
1. Preceding and following event numbers;
 2. Activity description;
 3. Estimated duration of activities;
 4. Earliest start date (by calendar date);
 5. Latest start date (by calendar date);
 6. Earliest finish date (by calendar date);
 7. Latest finish date (by calendar date);
 8. Slack or float (in calendar days);
 9. Monetary value of the activity;
 10. Percentage of activity completed;
 11. Contractor's earnings based on portion of activity completed.
- B. The means used in making the mathematical analysis shall be capable of compiling the total value of completed and partially completed activities, and be capable of accepting modifications approved for time adjustment.

MATERIALS STATUS REPORTS

Format: The Contractor's standard materials status report form will be acceptable if, in the Engineer's judgment, it provides sufficient pertinent data to determine that materials procurement flow appears adequate for all needs of the work.

Contents: Show at least the following information:

- A. Item description, listed in accordance with Specifications Section in which the item is called for;
- B. Purchase Order number and date of issue;
- C. Vendor name;
- D. Date shipped, and shipping means utilized;
- E. Estimated date of arrival at job site;
- F. Actual date of arrival at job site, and receiving report number.

Data processing: Process the data by manual or computer-aided methods, but to a degree of promptness and accuracy assuring complete display of all pertinent current information at date of each periodic report.

PART 3 EXECUTION

PRELIMINARY ANALYSIS

Contents:

- A. Show all activities of the Contractor under this work for the period between receipt of Notice of Award of Contract and submittal of construction schedule required above.
- B. Show the Contractor's general approach to remainder of the Work.
- C. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.

Submittal: Shall be in accordance with Preliminary Analysis Paragraph of Part 1, Submittals above in this Sub-Section.

CONSTRUCTION SCHEDULE

As soon as practicable after receipt of Notice of Award of Contract, complete the construction analysis described in the Construction Analysis and Materials Status Reports Articles above, in preliminary form. Meet with the Engineer to review contents of proposed construction schedule, and make all revisions agreed upon.

MATERIALS STATUS REPORTS

As soon as practicable after receipt of Notice of Award of Contract, meet with the Engineer, review contents of proposed Materials Status Reports, and make all revisions to format agreed upon.

PERIODIC REPORTS

Contents:

- A. Report actual progress by updating the mathematical analysis.
- B. Note on the summary report, or clearly show on a revised issue of affected portions of the detailed diagram, all revisions causing changes in the detailed program.
- C. Revise the summary report as necessary for clarity.
- D. Show activities or portions of activities completed during the reporting period, and their actual value.

- E. State the percentage of Work actually completed and schedule as of the report date, and the progress in terms of days ahead of or behind the allowable dates.
- F. If the Work is behind schedule, also report progress along other paths with negative slack.
- G. Include a narrative report which shows, but is not necessarily limited to:
 - 1. A description of the problem areas, current and anticipated;
 - 2. Delaying factors, and their impact;
 - 3. An explanation of corrective actions taken or proposed.

Show the date of latest revision. Submit in accordance with the provisions of Periodic Reports Sub-Paragraph of Part 1, Submittals above in this Sub-Section.

Materials Status Reports: On the letter of transmittal accompanying periodic reports, on an accompanying summary sheet, or by other means acceptable to the Engineer, clearly indicate those items the deliveries of which may become overdue or otherwise hazardous to maintenance of the approved schedule.

REVISIONS

Make only those revisions to approved Construction Schedule and approved Materials Status Reports as are approved in advance by the Engineer.

END OF SUB-SECTION – CONSTRUCTION SCHEDULE

3.E. TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

DESCRIPTION

Work included: Temporary facilities and controls required for this Work may include, but are not necessarily limited to:

- A. Temporary utilities such as heat, water, electricity, and telephone
- B. Sanitary facilities
- C. Enclosures such as tarpaulins, barricades, and canopies
- D. Project signs
- E. Fencing of the construction area.
- F. Haul roads
- G. Dust control
- H. Protection
- I. Waste disposal
- J. Traffic control

Related work described elsewhere:

- A. Except that all equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the Work are not part of this Sub-Section.
- B. Permanent installation and hook-up of the various utility lines are described in the pertinent other Sections and Sub-Sections of these Specifications.

PRODUCT HANDLING

Use all means necessary to maintain temporary facilities and controls in proper and safe condition through progress of the Work.

JOB CONDITIONS

Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the Owner's approval and, when required, provide alternate temporary service.

All connections to existing utilities and utility systems shall be approved by the appropriate utility company prior to commencing the Work under this Sub-Section.

PART 2 PRODUCTS

UTILITIES

General: All temporary facilities shall be subject to the Owner's approval.

Water:

- A. Furnish and install all necessary temporary water lines and water supply if necessary, and, upon completion of the Work, remove all such temporary facility.
- B. The Contractor will furnish all water needed for construction.

Electricity:

- A. Furnish and install all necessary temporary wiring if necessary, and up completion of the Work, remove all such temporary facility.
- B. Furnish and install area distribution boxes so located that the individual trades may use 30 m (100') maximum length extension cords to obtain adequate power and artificial lighting at all points where required for the Work, for inspection and for safety.
- C. The Contractor will furnish all electricity consumed during construction. The Contractor shall provide all connections, hardware, distribution boxes required. This shall be incidental to the Contract unless otherwise noted.

Heating: Provide and maintain all heat needed for proper conduct of all operations included in the Work.

Utilities for testing: Normal quantities of utilities required to make final tests of completely installed permanent systems will be furnished by the Contractor.

SANITARY FACILITIES

On Site Facilities: Provide temporary sanitary facilities in the quantity required for use of all personnel.

ENCLOSURES

Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the Work in compliance with all safety and other regulations.

PROJECT SIGNS

Allow no signs or advertising of any kind on the job site except as specifically approved in advance by the Owner.

HAUL ROADS

Provide and maintain all required access to the Work from paved areas and other routes, in strict accordance with all regulations governing the Contractor's use of the site. All Haul Roads are subject to District approval.

DUST CONTROL

- A. Use all means necessary to control dust on and near the Work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the Work or if resulting from condition in which the Contractor leaves the site.
- B. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on the site.

PROTECTION

- A. Use all means necessary to protect all materials of this Sub-Section before, during, and after installation and to protect all objects and existing utilities designated to remain.
- B. In the event of damage, immediately make all repairs and replacements necessary to meet preconstruction conditions and to the approval of the Engineer and at no additional cost to the Owner.

WASTE DISPOSAL

Contractor shall provide waste receptacles on site and debris shall be removed on a continuous basis if necessary, in order to keep the site clean and orderly during the course of the Work. Unless otherwise stated, all debris and waste from construction activity should be removed from site and disposed of at an authorized waste management facility.

TRAFFIC CONTROL

Contractor shall be responsible for the furnishing, installation, maintenance, relocation and removal of all temporary traffic control regulations as required by *IDOT Standard Specifications for Road and Bridge Construction* (current edition).

PART 3 EXECUTION

MAINTENANCE AND REMOVAL

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed in writing by the Engineer.

PAYMENT

Payment for all items under this Sub-Section shall be as incidental to the Contract, unless identified in the Bid Proposal Form as a separate pay item.

END OF SUB-SECTION – TEMPORARY FACILITIES AND CONTROLS

3.F. CONSTRUCTION CLEANING

PART 1 GENERAL

REQUIREMENTS INCLUDE

Clean and dispose of waste materials, debris, and rubbish. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Engineer.

PART 2 PRODUCTS

EQUIPMENT

Provide containers for deposit of waste material, debris, and rubbish.

PART 3 EXECUTION

CLEANING

- A. Maintain areas under Contractor's control free of waste materials, debris, and rubbish.
- B. Clean dust and debris as the result of construction operations.

DISPOSAL

Regularly remove waste materials, debris, and rubbish from the site, and dispose off-site.

END OF SUB-SECTION – CONSTRUCTION CLEANING

3.G. STARTING OF SYSTEMS

PART 1 GENERAL

DESCRIPTION

Work included:

- A. Provide material and labor required to perform start-up of each respective item of equipment and system prior to beginning of test, adjust and balance procedures.
 - 1. Provide information and assistance required, cooperate with test, adjust and balance services.
- B. Comply strictly with specified procedures in starting up systems.

Adjustments:

Provide such periodic continuing adjustment services as necessary to insure proper functioning of mechanical systems after occupancy of the Project, and for a period of one year after Date of Substantial Completion.

END OF SUB-SECTION – STARTING OF SYSTEMS

3.H. CONTRACT CLOSE-OUT

PART 1 GENERAL

DESCRIPTION

Work Included: To enable an orderly review and process of payment application, and to provide a systematic process for contract closeouts, but is not necessarily limited to:

- A. Substantial Completion
- B. Final Completion
- C. Application for Final Payment
- D. Closeout Submittals

Related Work Described Elsewhere:

- A. *Section 4: Bid Submittal*
- B. *Sub-Section 3.1: Project Record Documents*
- C. *Section 2: General Conditions*

SUBMITTALS

Submit application for payment so stating level of completion, include list of items to be completed.

Declaration Letter of Substantial Completion

- A. Submit on formal company letterhead.
- B. States date Contractor feels they are substantially complete.
- C. States any Work that remains to be completed and anticipated completion.
- D. Requests specific date for substantial completion walk-thru.

Declaration Letter of Final Completion

- A. Submit on formal company letterhead.
- B. States date Contractor feels they are fully complete with the project.
- C. States warranty and maintenance bond obligations from the date of Final Acceptance.
- D. Requests specific date for final completion inspection.
- E. Submit with Project Binder and Record Documents.

PART 2 PRODUCTS

DESCRIPTION

Project Binder: Submit (1) one hard copy three ring binder tabbed and organized with all of the following:

- A. Contractor and sub-contractor contact information along with their warranty and maintenance bond information.

- B. Digital and hard copy as-built and/or record drawings of all work.
- C. Compilation of all permits, test reports and inspections, including punch lists and Certificates of Completion.
- D. Operations and maintenance manuals including instructions and video documentation in digital format.
- E. Projected anticipated future life cycle care and maintenance requirements.
- F. Final materials schedules with name, description, model and serial numbers, and manufacturer contact info.
- G. Copies of all approved submittals.
- H. Original contract.
- I. Approved change orders.
- J. Approved field orders.
- K. Final Accounting statement and documents. (See Closeout Submittals below in this Sub-Section.)

PART 3 EXECUTION

SUBSTANTIAL COMPLETION

When the Work is substantially complete, submit written declaration to the Engineer so stating. Include list of items to be completed or corrected.

Prior to substantial completion inspection submit:

- A. Operating and maintenance data, which includes yearly tasks as well reasonable life cycle tasks along with anticipated future replacement date.
- B. Instruct District's personnel in operation and maintenance of all systems and equipment. Owner training shall be videotaped and transferred in the District's desired format to be submitted with the project binder.

Engineer will make a preliminary inspection within seven (7) business days after receipt of Contractor's Declaration.

Upon determining that Work is substantially complete, Engineer will prepare a punch list of items to be completed or corrected, as determined by the inspection.

The Engineer will prepare and process a certificate of substantial completion containing:

- A. Date of substantial completion.
- B. Punch list items to be completed or corrected.
- C. The time in which punch list items shall be completed or corrected.
- D. Date that the project will be open to the public.
- E. Signatures of Engineer and Contractor.

Contractor shall complete all Work listed for completion or correction within designated time.

At time of inspection, should substantial completion not be certified, complete the Work and resubmit the declaration in accordance with the first paragraph of this article, "Substantial Completion."

FINAL COMPLETION

When work is finally completed, submit written declaration to the Engineer that:

- A. Work complies with all aspects of contract documents.
- B. All items on substantial completion punch list have been completed or corrected.
- C. All tools, construction equipment and surplus materials have been removed from site.

Engineer will make final inspection with contractor to ensure completion of all contract requirements.

When Engineer considers that all Work is finally complete in accordance with contract document requirements, closeout documents will be prepared and processed and the Certificate of Final Completion shall be issued.

CLOSEOUT SUBMITTALS

Contractor is required to submit:

- A. Final Sworn Statement
- B. Contractor's Affidavit of Payment of Debts and Claims
- C. Contractor's Affidavit of Release of Liens
- D. Consent of Surety to Final Payments
- E. Contractor's Release of Waiver of Liens
- F. Completed project record documents
- G. Project Binder

Contractor is required to submit separate Releases of Waiver of Liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties. Submittal shall also include but not be limited to:

- A. All Change Orders
- B. Unit Prices
- C. Liquidated Damages
- D. Deduction for uncorrected work

Contractor is required to submit Final Accounting Statement, reflecting all adjustments to contract sum:

- A. Original contract sum
- B. Additions and deductions resulting from all Change Orders, unit prices and/or deductions
- C. Liquidated damages as required
- D. Total contract sum
- E. Previous requirements

F. Remaining sum due

Owner will process adjusted Final Statement in accordance with conditions of the contract.

END OF SUB-SECTION – CONTRACT CLOSEOUT

3.I. PROJECT RECORD DOCUMENTS

PART 1 GENERAL

DESCRIPTION

Work included:

- A. Throughout the progress of the Work of this Contract, maintain an accurate record of all changes in the Contract Documents, as described in the Maintenance of Job Set Article below.
- B. Upon completion of the Work of this Contract, transfer the recorded changes to a set of Record Documents, as described in the Final Record Documents Article below.

QUALITY ASSURANCE

General: Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved in advance by the Owner.

Accuracy of records: Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to properly show the change. Accuracy of records shall be such that future searches for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents.

Timing of entries: Make all entries within 24 hours after receipt of information.

SUBMITTALS

General: The Owner's approval of the current status of Record Documents will be a prerequisite to the Owner's approval of requests for progress payment and request for final payment under the Contract.

Progress submittals: Prior to submitting each request for progress payment, secure the Owner's approval of the Record Documents as currently maintained.

Final submittal: Prior to submitting request for final payment, submit the final Record Documents to the Owner and secure their approval.

PRODUCT HANDLING

Use all means necessary to maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer for the recorded data to the final Record Documents. In the event of loss of recorded data, use all means necessary to secure the data to the Owner's approval; such means shall include, if necessary in the opinion of the Owner, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the Contract Documents.

PART 2 PRODUCTS

RECORD DOCUMENTS

Job set: Promptly following award of Contract, secure from the Owner, at no charge to the Contractor, one complete bond copy set of all Documents comprising the Contract.

Final record documents: At a time near the completion of the Work, secure from the Owner at no charge to the Contractor, one complete set of bond copies of all Drawings included in the Contract.

PART 3 EXECUTION

MAINTENANCE OF JOB SET

Identification: Immediately upon receipt of the job set described in the Job Set Paragraph above, identify each of the Documents with the title "RECORD DOCUMENTS – JOB SET".

Preservation:

- A. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Owner.
- B. Do not use the job set for any purpose except entry of new data and for review by the Owner, until start of transfer of data to final Record Documents.
- C. Maintain a job set at the site of Work as that site is designated by the Owner.

Making entries on drawings:

Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by note and by graphic line, as required. Date all entries. Call attention to the entry by a "cloud" around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

Making entries on other documents:

- A. Where changes are caused by directives issued by the Owner, clearly indicate the change by note in ink, colored pencil, or rubber stamp.
- B. Where changes are caused by Contractor originated proposals approved by the Owner, including inadvertent errors by the Contractor, which have been accepted by the Owner, clearly indicate the change by note in erasable colored pencil.
- C. Make entries in the pertinent Documents as approved by the Owner.

Conversion of schematic layouts:

- A. In most cases on the Drawings, arrangement of conduits and circuits, piping, ducts, and other similar items, is shown schematically and is not intended to portray precise physical layout. Final physical arrangement is as determined by the Contractor, subject to the Owner's approval. However, design of future modifications of the facility may require accurate information as to the final physical arrangement of items which are shown only schematically on the Drawings.
- B. Show on the job set of Record Drawings, by dimension accurate to within 150 mm (6"), the centerline of each run of items such as is described in Paragraph (1) above. Clearly

3.1 Project Record Documents

identify the item by accurate note such as "cast iron drain", "galv. water", "cmp rccp", etc. Show, by symbol or note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed", etc.). Make all identification sufficiently descriptive that it may be related reliably to the Specifications.

- C. The Owner may waive the requirements for conversion of schematic data where, in the Owner's judgment, such conversion served no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Owner.
- D. Timing of entries: Be alert to changes in the Work from how it is shown on the Contract Documents. Promptly, and in no case later than 24 hours after the change has occurred and been made known to the Contractor, make the entry or entries required.

Accuracy of entries: Use all means necessary, including the proper tools for measurement, to determine actual locations of the installed items.

FINAL RECORD DOCUMENTS

General: The purpose of the final Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation, and examination.

Approval of recorded data prior to transfer: Following receipt of the bond copies described in the Final Record Documents Paragraph in Part 2 Products above and prior to start of transfer of recorded data thereto, secure a review by the owner of all recorded data. Make all required revisions.

Transfer of data to drawings: Carefully transfer all change data shown on the job set of Record Drawings to the corresponding plans, coordinating the changes as required, and clearly indicating at each affected detail and other drawing the full description of all changes made during construction and the actual location of items described in the "Conversion of Schematic Layouts" article in Part 3 above of this Sub-Section. Call attention to each entry by drawing a "cloud" around the area or areas affected. Make all change entries on the bond copies neatly, consistently, and in ink or crisp black pencil.

Transfer of data to other documents: If the Documents other than Drawings have been kept clean successfully during progress of the Work, and if entries have been sufficiently orderly thereon to the approval of the Owner, the job set of those Documents (other than Drawings) will be accepted by the Owner as final Record Documents for those Documents. If any such Document is not so approved by the Owner, secure a new copy of that Document from the Owner at the Owner's usual charge for reproduction; carefully transfer the change data to the new copy and to the approval of the Owner. Final record documents shall be submitted in both digital and hardcopy formats. Digital formats shall be scanned and saved as PDF on the closeout USB drive.

Review and approval: Submit the completed total set of Record Documents to the Owner as described in the Final Submittal Paragraph above. Participate in review meeting or meetings as required by the Owner, make all required changes in the Record Documents, and promptly deliver the final Record Documents to the Owner.

CHANGES SUBSEQUENT TO ACCEPTANCE

The Contractor shall have no responsibility for recording changes in the Work subsequent to acceptance of the Work by the Owner, except for changes resulting from replacements, repair, and alterations made by the Contractor as part of their guarantee.

END OF SUB-SECTION – PROJECT RECORD DOCUMENTS

END OF SECTION 3 – GENERAL REQUIREMENTS

RETURN WITH BID

SECTION 4: BID SUBMITTAL

4.A. BID SUBMITTAL CHECKLIST

TO BE RETURNED WITH BID SUBMITTAL

Spring Brook No. 1 Wetland & Creek Restoration – Phase 3

Bid Due Date and Time of Bid Opening: Friday, June 13, 2025, at 1:00 p.m. CDT

Bidder should use this Form as a final check to ensure that all required documents are completed and included with the Bid Submittal and Bidder acknowledges and can provide required documentation. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. **Failure to complete the bid submittal checklist in its entirety may result in the rejection of the bid.**

CHECKLIST

1. Bidder Acknowledgements

- ☐ Yes ☐ No Prevailing Wage Certified Payroll: Contractor acknowledges the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01.
- ☐ Yes ☐ No Bidder acknowledges and complies with the Responsible Bidder Requirements as outlined in the District's Purchasing Policy, Ordinance No. 22-123.
- ☐ Yes ☐ No Bidder acknowledges that failure to submit USDOL certified apprenticeship program Sponsor's Letter of Good Standing and Certificate of Apprenticeship, as shown in Section V Sample Documents, for the Bidder and all known Bidders' subcontractors within seven (7) calendar days of the bid opening and prior to the District's award recommendation will determine their bid to be non-responsive and may result in the rejection of the bid. It is in the best interest of the Bidder and all Bidder's known subcontractors to submit each Sponsor's Letter of Good Standing and Certificate of Apprenticeship for all trades performing work on the project, with the bid submittal.
- ☐ Yes ☐ No Bidder has an Equal Opportunity Employer Policy per Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions) and shall be provided upon request.
- ☐ Yes ☐ No Bidder acknowledges the ability to obtain Sufficient Insurance Coverage for Project Certificate and shall be required to submit certificates after contract award. Refer to Section 2.G: Legal

Relations and Responsibility to Public of the specifications for required coverage.

- ☐ Yes ☐ No Bidder acknowledges that Form W-9 with Taxpayer Identification Number shall be required at time of contract award.
- ☐ Yes ☐ No Bidder acknowledges that a Construction Performance Bond and a Construction Payment Bond as outlined in Section 2.C shall be required at time of contract award.
- ☐ Yes ☐ No Bidder has reviewed the Specifications and Bid Proposal, including all referenced documents and instructions, filled in all relevant blanks of Section 4 – Bid Submittal, has visited and become familiar with the project site, and provided any requested information.
- ☐ Yes ☐ No Bidder has signed and filled out all Bidder information and signed necessary document pages including the Bid Proposal Form, Bidder's Qualification Statement, and Bid Security of *Section 4 – Bid Submittal*.

2. Bid Submittal Checklist

- ☐ Yes ☐ No The completion and submission of all of Section 4.A, 4.B, 4.C, 4.D, 4.E and 4.F.
- ☐ Yes ☐ No Acknowledgment any and all addenda to the Specifications and Bid Proposal in making this Bid by noting appropriately on the Section 4.B Bid Proposal Form.
- ☐ Yes ☐ No Bidder has submitted its Bid Security. (See Sub-Section 1.D: Bid Security for details about the Bid Security; if submitting a bid bond for the bid security, include the form from Sub-Section 4.D.)
- ☐ Yes ☐ No Submission of supplemental information as required per Section 1.E - Bidder's Qualification Requirements
- ☐ Yes ☐ No Bidder has packaged the Bid Submittal in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time. (See Table Section 1.A: Important Information of the specifications for bid submittal due date and location.)
- ☐ Yes ☐ No License and Registration to do Business in Illinois: submit a copy of your Current Illinois Secretary of State Certificate of Good Standing

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Bidder's Name (Please print or type): _____

Date: _____

END OF SUB-SECTION – BID SUBMITTAL CHECKLIST

RETURN WITH BID

4.B. BID PROPOSAL FORM

In submitting this Bid Proposal, the undersigned person(s) hereby declares that the only parties having an interest in the Bid Proposal as principals are those named herein, and that the Bid Proposal is made without collusion with any other person, firm or corporation.

The undersigned person(s) further declare, having carefully examined the Construction Drawings, Bid Proposal Form, specifications, form of Contract and contract bonds, general conditions, general requirements and special provisions entitled: "SPRING BROOK NO.1 CREEK AND WETLAND RESTORATION – PHASE 3" dated May 21, 2025, prepared for the construction of this project, and also having received, read, and taken into account all addenda thereto as follows: (list in the following space, the number of and date of each addendum received).

Addendum Number:

Date Received:

and having inspected all of the local conditions affecting the Contract and the detailed requirements of the Work and understanding that in making this bid proposal the undersigned waives all rights to pleading misunderstanding regarding the same.

The undersigned further understands and agrees that if this Bid Proposal is accepted, the undersigned is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work, and to furnish all the labor, materials or equipment specified in the Contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, in accordance with the requirements therein set forth, for the following sum, as calculated in the "*Schedule of Unit Prices*" form:

BASE BID

Base Bid:

\$ _____

(Base Bid written in numerals)

_____ Dollars
(Base Bid written in words)

Accompanying this Bid Proposal Form is a certified check, bank draft, cashier's check or bid bond (using form provided by the Owner) complying with the requirements of the general conditions, as shown in the Invitation to Bid, made payable to the Owner, in the amount of at least ten percent (10%) of the Total Base Bid:

\$ _____
(Bid Bond Amount written in numerals)

_____ Dollars
(Bid Bond Amount written in words)

The undersigned agrees that all Work to be performed under this Contract shall be substantially complete by the Substantial Completion Date and Final Completion Date specified in *Sub-Section 1-F: Completion Dates*. Within 7 days after the dates of substantial completion, the Owner will furnish the Contractor with a punch list specifying the items that need to be completed or corrected. The Contractor shall complete all items on the punch list by the date specified in *Completion Dates Sub-Section*, or within such time as may be allowed by extensions approved by the Owner. **Liquidated damages shall apply to said Substantial Completion Date and Final Completion Date**, per *Sub-Section 1-F: Completion Dates* of these Specifications.

The undersigned further agrees to execute a Contract for this Work and present same to the Owner within fifteen (15) calendar days after receiving a written Notice of the Award of Contract.

The undersigned further agrees to execute and present within fifteen (15) calendar days after receiving a written Notice of the Award of Contract, a Performance Bond, and Material and Labor Payment Bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of the Work and the payment of all labor and materials in accordance with the terms of the Contract.

The undersigned further agrees to furnish within fifteen (15) calendar days after receiving a written Notice of Award of Contract, all Certificates of Insurance required by the Contract, declaration page(s) for all policies specified herein and endorsements or other documentation indicating that the Owner has been named as additional insured under the policies as required by the Contract. The Contractor shall also provide the Owner within said 15-day period with a construction schedule.

The undersigned further acknowledges and complies with the Responsible Bidder Requirements as outlined in the District's Purchasing Policy, Ordinance No. 22-132, Section 11.

The undersigned further acknowledges and complies with the provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.

The undersigned further agrees to begin the Work not later than fifteen (15) calendar days after receiving the Notice to Proceed, and unless otherwise provided, and to prosecute the Work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion by the date specified herein, unless additional time shall be granted by the Engineer in accordance with the provisions of *Section 2: General Conditions*, it being understood and agreed that the completion by the specified date is of the essence of the Contract.

If this Proposal is accepted and the undersigned shall fail to execute a Contract and furnish Contract Bonds or fail to deliver the Certificate of Insurance, declaration pages or Construction Schedule as required herein, it is hereby agreed that the full amount of the ten percent (10%) bid security shall become the property of the Owner and shall be considered as payment of damages

due to delay and other causes suffered by the Owner because of the undersigned's default; otherwise said bid security shall be returned to the undersigned.

(Contractor Name)_____ hereby certifies that it is not barred from bidding on this Contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of 1961.

Signature: _____

Title: _____

Date: _____

(SEAL)

IF AN INDIVIDUAL

SIGNATURE OF BIDDER _____

Doing Business as _____

Business Address _____

(SEAL)

IF A PARTNERSHIP

NAME OF FIRM _____

Signature _____

Business Address _____

Name and Address of all members of Partnership:

IF A CORPORATION

(CORPORATE SEAL)

Corporate Names _____

A Corporation in the State _____

Signature _____

Business Address _____

Names of Officers

PRESIDENT

SECRETARY

TREASURER

Attested by _____

Secretary _____

END OF SUB-SECTION – BID PROPOSAL FORM

RETURN WITH BID

4.C. SCHEDULE OF UNIT PRICES

The following unit prices shall provide the basis for determining the total amount of the Bidder's Base Bid. Bids shall be evaluated on the Base Bid. In addition, the unit prices shall be used for any adjustments to the Work if the District elects to add to or delete from the scope of the Work. It is agreed that the additions or deletions are subject to the General Condition, Special Provisions, Supplementary Conditions and Specifications included in the original Contract Documents. Bidders must bid on all Alternates if applicable.

In case of any discrepancies in the figures submitted, unit prices shall govern over total prices, unless the unit price is omitted. If both the unit price and total price are omitted, the bid shall be rejected.

BASE BID

DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
PERFORMANCE AND PAYMENT BONDS	L SUM	1	\$	\$
MOBILIZATION	L SUM	1	\$	\$
CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	L SUM	1	\$	\$
MISCELLANEOUS ITEMS ORDERED BY ENGINEER	L SUM	1	\$200,000.00	\$200,000.00
SILT FENCE, DUAL ROW	FOOT	6,535	\$	\$
FLOATING SILT CURTAINS	L SUM	1	\$	\$
TEMPORARY CROSSING	EACH	2	\$	\$
TREE TRUNK PROTECTION	EACH	60	\$	\$
TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$	\$
COBBLE FOR BRIDGES, 6"-16"	SQ YD	107	\$	\$
FILTER FABRIC	SQ YD	107	\$	\$
REMOVAL OF EXISTING STRUCTURES	EACH	1	\$	\$
STRUCTURE EXCAVATION	CU YD	360	\$	\$
GRANULAR BACKFILL FOR STRUCTURES	SQ YD	382	\$	\$

MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES	SQ YD	30	\$	\$
THREE-SIDED PRECAST CONCRETE STURCTURES (SPECIAL) 15 FT.	FOOT	16	\$	\$
BICYCLE RAILING	FOOT	32	\$	\$
ROCKFILL	CU YD	26	\$	\$
FORM LINER TEXTURED SURFACE	SQ FT	132	\$	\$
STAINING CONCRETE STRUCTURES	SQ FT	132	\$	\$
LOAD POSTING SIGN	EACH	2	\$	\$
COBBLE SILL	L SUM	1	\$	\$
BARRIER FENCE	L SUM	1	\$	\$
TEMPORARY COFFERDAM AND DEWATERING	L SUM	1	\$	\$
DEBRIS REMOVAL	L SUM	1	\$	\$
BANK STABILIZATION, TYPE 2	FOOT	3,621	\$	\$
BANK STABILIZATION, TYPE 3	FOOT	1,636	\$	\$
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,363	\$	\$
SAND AND GRAVEL MIX	TON	250	\$	\$
COBBLE, 2" TO 12"	TON	750	\$	\$
BOULDERS, 12" TO 16"	TON	500	\$	\$
BOULDERS 24" TO 36"	TON	300	\$	\$
LIMESTONE BANK STABILIZATION	L SUM	1	\$	\$
LIMESTONE TRAIL SURFACE, 2"	SQ YD	530	\$	\$
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, N70, 2"	SQ YD	677	\$	\$
CATCH BASIN, TY C, 2'-DIA, TY8	EACH	1	\$	\$
CATCH BASIN, TY D, 4'-DIA, CL	EACH	1	\$	\$

4.C Schedule of Unit Prices

PVC, SCHEDULE 40, 6"-DIA	FOOT	45	\$	\$
ADJUST EXISTING WET WELL	L SUM	1	\$	\$
EROSION CONTROL BLANKET	SQ YD	10,000	\$	\$
TEMPORARY EROSION CONTROL SEEDING	POUND	540	\$	\$
SHRUB, AMORPHA FRUITICOSA (INDIGO BUSH)	EACH	25	\$	\$
SHRUB, ASIMINA TRILOBA (PAW PAW)	EACH	5	\$	\$
SHRUB, CORNUS SERICEA (RED STICK DOGWOOD)	EACH	25	\$	\$
SHRUB, LINDERA BENZOIN (SPICEBUSH)	EACH	25	\$	\$
SHRUB, RIBES AMERICANUM (WILD BLACK CURRENT)	EACH	25	\$	\$
SHRUB, SAMBUCUS NIGRA SSP. CANADENSIS (ELDERBERRY)	EACH	25	\$	\$
SHRUB, VIBURNUM LENTAGO (NANNY-BERRY)	EACH	25	\$	\$
TREE, AESCULUS GLABRA (OHIO BUCKEYE), 1 1/2"	EACH	2	\$	\$
TREE, CELTIS OCCIDENTALIS (HACKBERRY), 1 1/2"	EACH	15	\$	\$
TREE, OSTRYA VIRGINIANA (HOP HORNBEAM) 5' HT.	EACH	15	\$	\$
TREE, PINUS STROBUS (WHITE PINE), 5' HT.	EACH	3	\$	\$
TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 1 1/2"	EACH	25	\$	\$
TREE, QUERCUS MACROCARPA (BUR OAK), 1 1/2"	EACH	25	\$	\$
TREE, SALIX DISCOLOR (PUSSY WILLOW), 1 1/2"	EACH	15	\$	\$
TREE, THUJA OCCIDENTALIS, EASTERN WHITE CEDAR, 5' HT.	EACH	5	\$	\$
SAVANNA SEEDING	ACRE	5.75	\$	\$
RIVER EDGE PLANTINGS	EACH	2000	\$	\$
LEERSIA ORYZOIDES (RICE CUT GRASS) SEEDING (ARMORED BANK)	ACRE	1.0	\$	\$
ARMORED BANK PLANTINGS	EACH	4,500	\$	\$

4.C Schedule of Unit Prices

BANK ENHANCEMENT SEEDING	ACRE	1.0	\$	\$
BANK ENHANCEMENT PLANTINGS	EACH	4,000	\$	\$
WETLAND SEEDING	ACRE	3.6	\$	\$
WETLAND PLANTINGS	EACH	1,000	\$	\$
STAGING AREA SEEDING	ACRE	1.0	\$	\$
SEEDING, CLASS 1	ACRE	0.3	\$	\$
WILDLIFE FENCE PROTECTION	ACRE	4.4	\$	\$
MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES YEAR 1	ACRE	12.5	\$	\$
MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES YEAR 2	ACRE	12.5	\$	\$
MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES YEAR 3	ACRE	12.5	\$	\$
BASE BID TOTAL \$				

BASE BID

(In writing): \$ _____

END OF SUB-SECTION – SCHEDULE OF UNIT PRICES

RETURN WITH BID

4.D. BIDDER'S QUALIFICATION STATEMENT

PURPOSE OF STATEMENT

The information supplied by the Bidder on this form as provided in *Sub-Section 1.D: Instructions to Bidders*, will be used by the Owner to evaluate the Bidder's understanding of the Project requirements, and the Bidder's financial background, previous experience and overall ability to perform the Work in a proper and timely manner.

BIDDER IDENTIFICATION

Bidder Name: _____

Bidder Address: _____

Phone Number: _____

Submitted By: _____ (Name) _____ (Title)

EXPERIENCE QUESTIONNAIRE

1. How many years has your organization been in business under your present business name? _____
2. How many years' experience in stream restoration or ecological restoration has your organization had: as a prime contractor _____, or as a subcontractor _____?
3. What is your organization's registration or license number, as issued by the State of Illinois? _____
4. Is your organization presently prequalified by the Illinois Department of Transportation (IDOT)? Please circle one: **YES** or **NO**
If yes, please attach a copy of your IDOT prequalification certificate to this document.
5. State the amount of the largest Performance Bond that was obtained by your organization from a certified surety company during the last two years. \$ _____

Also state the name _____ and
telephone number _____ of the surety company from
which this Performance Bond was obtained.

6. Has a claim been filed against any of your Performance Bonds or Labor and Material Payment Bonds within the last five years? Please circle one: **YES** or **NO**
If so, explain in detail on a separate sheet the sureties involved, the circumstances surrounding the claim and the final resolution of the claim.

7. Please list below the approximate dollar amount of contracts awarded to your organization during the current and last two years:

	<u>CURRENT YEAR</u>	<u>LAST YEAR</u>	<u>YEAR BEFORE LAST</u>
(a) Total Work Volume	\$ _____	\$ _____	\$ _____
(b) Amount of (a) That Was Sublet	\$ _____	\$ _____	\$ _____

8. **CONTRACTOR QUALIFICATIONS** - Please list below the most recently completed projects by the Contractor that are most similar in scale and scope to the Project for which this Bid is being submitted. Please see Contractor Qualifications 1.E. BIDDER'S QUALIFICATION REQUIREMENTS for required information. A Corporate Statement of Qualifications may also be submitted:

PROJECT DESCRIPTION	LOCATION	OWNER	CONTRACT AMOUNT	CONTRACT DATES
1.				
2.				
3.				
4.				
5.				
6.				

9. For the projects listed previously, please supply the name of a reference from the Owner and from the Owner's Field Representative (who was acting as the Inspector during each particular project):

NAME OF OWNERS REFERENCE	PHONE NO.	NAME OF INSPECTOR	PHONE NO.
1.			
2.			
3.			
4.			
5.			
6.			

10. Please list below background information on the individuals in your organization that will be principally involved in the administration, coordination, and field supervision of the Project for which this Bid is being submitted:

INDIVIDUAL'S NAME	POSITION/ TITLE	YEARS OF EXPERIENCE	YEARS WITH ORGANIZATION
1.			
2.			
3.			
4.			
5.			
6.			

11. **CONTRACTOR STAFF QUALIFICATIONS** - Please list below the most recently completed projects by proposed staff that are most similar in scale and scope to the Project for which this Bid is being submitted. Please see Contractor Staff Qualifications 1.E. BIDDER'S QUALIFICATION REQUIREMENTS for required information. A resume for each proposed staff member may also be submitted:

<u>PROJECT DESCRIPTION</u>	<u>LOCATION</u>	<u>OWNER</u>	<u>CONTRACT AMOUNT</u>	<u>CONTRACT DATES</u>
<u>1.</u>				
<u>2.</u>				
<u>3.</u>				
<u>4.</u>				
<u>5.</u>				
<u>6.</u>				
<u>7.</u>				

EQUIPMENT PRESENTLY OWNED TO BE USED ON PROJECT

Please list below information on the main pieces of equipment presently owned by your organization that you intend to use on the Project for which this Bid is being submitted:

DESCRIPTION OF EQUIPMENT (Size, Capacity, Etc)	QUANTITY	MANUFACTURER	AGE

EQUIPMENT TO BE LEASED OR RENTED FOR PROJECT

Please list below information on the main pieces of equipment not owned by your organization that you intend to lease or rent in order to complete the Project for which this Bid is being submitted:

DESCRIPTION OF EQUIPMENT (Size, Capacity, Etc)	QUANTITY	MANUFACTURER	RENTOR/LEASOR

EQUIPMENT TO BE PURCHASED FOR PROJECT

Please list below information on the main pieces of equipment not presently owned by your organization that you intend to purchase in order to complete the Project for which this Bid is being submitted:

DESCRIPTION OF EQUIPMENT (Size, Capacity, Etc)	QUANTITY	MANUFACTURER

WORK TO BE SUBCONTRACTED

Please list below that portion of the Work for which you intend to retain a subcontractor:

DESCRIPTION OF WORK TO BE SUBLET	APPROX. COST	PROBABLE SUBCONTRACTOR
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Structural Contractor Qualifications

- A. Company Name _____
- B. Number of Years of Experience in business under current name _____
- C. Number of Employees _____
- D. Number of Years Contractor (or Sub) has performed required work _____
- E. Provide as separate attachment all documents necessary as proof that the Structural Contractor meets the minimum requirements of *Sub-Section 1.E: Bidder's Qualifications Requirements*. For the example projects listed, please supply the project name and location, the name of a reference from the Owner and from the Owner's Field Representative (who was acting as the Inspector during each particular project), as well as a brief description of the scope of work.

BIDDER'S AFFIDAVIT

STATE OF

SS.

COUNTY OF

_____ being duly sworn, certifies that the foregoing statements of experience and qualifications set forth in the Bidder's Qualification Statement and all foregoing statements contained herein are true, correct, and complete and that the answers given to the foregoing questions are also true, correct and complete. Permission is hereby granted by the Bidder for the Forest Preserve District of DuPage County to contact any person or organization herein named, for purposes of obtaining references or to obtain any information the Owner determines is necessary to verify the statements contained herein.

By: _____ (SEAL)
(Signature)

(name of Bidder if Bidder is an Individual)
(name of Partner if Bidder is a Partnership)
(name of Officer if Bidder is a Corporation)

SUBSCRIBED and sworn to before me

this _____ day of _____, 20_____

_____ (SEAL)
(Notary Public)

END OF SUB-SECTION – BIDDER'S QUALIFICATION STATEMENT

RETURN WITH BID



**FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY**
3S580 Naperville Road
Wheaton, IL 60189

4.E. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

(insert name and address of contractor), as PRINCIPAL, and _____

(insert name and address of insurance company), as SURETY, are held and firmly bound unto the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY in the penal sum of 10% of the total bid amount, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the PRINCIPAL is submitting a written proposal to the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY for the improvement designated in the "SPRING BROOK NO.1 CREEK AND WETLAND RESTORATION – PHASE 3," dated May 21, 2025.

NOW THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY for the above-designated improvement and the PRINCIPAL shall, within fifteen (15) days after notice of award, enter into a formal contract, furnish acceptable surety guaranteeing the faithful performance of the work and the payment of all labor and material, and furnish evidence of the required insurance coverages, all as provided for in the aforementioned Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY determines that the PRINCIPAL has failed to comply with any requirement set forth in the preceding paragraph, the FOREST

PRESERVE DISTRICT OF DUPAGE COUNTY shall immediately be entitled to recover the full penal sum set out above, together with all court costs, attorney fees, and any other expense of recovery.

IN WITNESS WHEREOF, the PRINCIPAL, and the SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be affixed hereto this _____ day of _____, 20____.

PRINCIPAL

(COMPANY NAME) By: _____
(SIGNATURE)
Title: _____

SURETY

(NAME OF SURETY) By: _____
(SIGNATURE OF ATTORNEY-IN-FACT)

NOTARIZATION OF PRINCIPAL

STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that _____ (Insert names of individual signing on behalf of the **Principal**), personally know to me to be the same person whose name is subscribed to the foregoing instrument on behalf of the **Principal**, appeared before me this day in person and acknowledged that they signed said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____, 20____.

(NOTARY PUBLIC) My commission expires _____.

NOTARIZATION OF SURETY

STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public and for said county, do hereby certify that _____ (Insert names of individual signing on behalf of the **Surety**), personally know to me to be the same person whose name is subscribed to the foregoing instrument on behalf of the **Surety**, appeared before me this day in person and acknowledged that they signed said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____, 20____.

(NOTARY PUBLIC) My commission expires _____.

RETURN WITH BID

4.F APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

PURPOSE OF STATEMENT

The information supplied by the Bidder on this form as provided in *Sub-Section 1.D: Instructions to Bidders*, will be used by the Owner to evaluate the Bid. The Bidder shall complete this section, provide Letters of Good Standing, and Certificate of Apprenticeships in order to be in compliance with the Responsible Bidder Requirements as outlined in the District's Purchasing Policy, Ordinance No. 22-123, Section 11.

BIDDER CONTACT INFORMATION

Bidder Name: _____

Bidder Address: _____

Submitted By: _____
(Name) (Title)

Contact Email: _____

Contact Phone Number: _____

PARTICIPATION

Does the Bidder participate in an apprenticeship or training program for the type(s) of work or craft for this bid/project?

☐ Yes

☐ No

☐ Not applicable to this bid/project

If "Yes", read and complete the entirety of sub-sections 4.F

If "No" or "Not Applicable to this bid/project", complete by signing at the end of sub-section 4.F.

REGISTRATION

Complete the table below providing the United States Department of Labor's ("USDOL") Bureau of Apprenticeship and Training registration number in compliance with subsequent terms and conditions provided in this section. For an example of a completed form, please see Apprenticeship or Training Program Certification in Section 5: Sample Documents. In addition, please attach the official USDOL Certificate of Apprenticeship and Sponsor's Letter of Good Understanding to the bid submittal. For an example of an official USDOL Certificate of Apprenticeship and Sponsor's Letter of Good Understanding, see Section 5: Sample Documents.

Provide as a separate attached document if number exceed the size of the table below. Bidder is required to provide completed chart for Bidder and all Bidder's subcontractors.

COMPANY NAME	PRIME/SUB	SPONSOR NAME	TYPE OF WORK	USDOL REGISTRATION NO.

This contract requires all Bidders and all Bidders' known Subcontractors to disclose participation in apprenticeship or training programs that are (i) approved by and registered with the USDOL Bureau of Apprenticeship and Training, and (ii) applicable to the work of the above indicated proposals or groups. Participating Bidders are required to complete the following certification:

- By filling out the table above, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the Bidder will perform with its own employees. Exceptions for non-employees are listed in section below, Owners/Partners/Member.
- By filling out the table above, the Bidder further certifies for work to be performed by subcontract that each of its known Subcontractors submitted for approval either (i) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (ii) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- By filling out the table above, the Bidder certifies the official name of each program sponsor holding the Certificate of Registration for all the types of work or crafts in which the Bidder is a participant and that will be performed by or in consultation with the Bidder's employees. Types of work or craft that will be subcontracted shall be

included and listed as “subcontract work.” The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Owners / Partners / Members

Please fill out the table below if any Bidder or Subcontractor individual owners, partners, or members (rather than employees) shall perform all or part of the work of the contract where prevailing rates of wages would be required.

COMPANY NAME	NAME OWNERS / PARTNERS / MEMBERS	POSITION TITLE OWNERS / PARTNERS / MEMBERS

Sponsor Letter of Good Standing

This contract requires all Bidders and Bidders’ subcontractors to provide a Letter of Good Standing from their Sponsor. The letter shall state that the Bidder and/or Bidders’ subcontractors are in good standing with the Sponsor with an expiration date; recognition that the Sponsors apprenticeship and training program is certified by USDOL and has graduated at least 5 apprentices from each program; and list each trade program, program number, and number of successful graduates from that program. See Section 5: Sample Documents for a sample of the Sponsor Letter of Good Standing.

It is in the best interest of the Bidder to submit the Sponsor’s Letter of Good Standing for the Bidder and all Bidders’ known subcontractors with the bid. Failure to provide all letters for Bidder and Bidder’s known subcontractors, may result in the rejection of the bid. If after seven (7) calendar the Bidder has not provided all Sponsor Letters for Bidder and Bidder’s Contractor, the Bidder may be determined to be an unresponsive bidder and may result in the rejection of the bid.

Certificate of Apprenticeship

This contract requires all Bidders and Bidders’ known subcontractors to provide a Certificate of Apprenticeship from their Sponsor. See Section 5: Sample Documents for a sample of a Certificate of Apprenticeship.

It is in the best interest of the Bidder to submit the Sponsor’s Certificate of Apprenticeship for the Bidder and all Bidders’ subcontractors with the bid. Failure to provide all certificates for Bidder and Bidder’s subcontractors, may result in the rejection of the bid. If after seven (7) calendar the Bidder has not provided all certificates for Bidder and Bidder’s Contractor, the Bidder may be determined to be an unresponsive bidder and may result in the rejection of the bid.

Prime Responsibilities

The Bidder shall require this certification provision be included in all approved subcontracts. The Bidder shall be responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. At any time before or after award, the District may require the production of a copy of each applicable Certificate of Registration issued by the USDOL evidencing such participation by the Contractor and any or all its Subcontractors. To fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently accepting, or that it will accept, applications for apprenticeship, training, or employment during the performance of the work of this contract.

Bidder is required to notify the District of any changes to Bidder's subcontractors. The Bidder shall provide the District notice in writing and provide the Bidder's subcontractor Sponsor's Letter of Good Standing, Certificate of Apprenticeship, and all information required in the Registration Table of this sub-section.

Certification

By signing below, the Bidder certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: _____ Signature: _____

Title: _____ Date: _____

END OF SUB-SECTION – APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

LATE BIDS WILL NOT BE ACCEPTED!

<u>SEALED BID PROPOSAL</u>	
PROJECT NAME:	SPRING BROOK NO. 1 CREEK AND WETLAND RESTORATION – PHASE 3
BID DUE DATE:	Friday, 6/13/25
BID DUE TIME:	1:00 p.m.
CONTRACTOR:	
DATED MATERIAL - DELIVER IMMEDIATELY	

*PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO
THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP
ENSURE PROPER DELIVERY!*

LATE BIDS WILL NOT BE ACCEPTED!

END OF SECTION 4 – BID SUBMITTAL

SECTION 5: SAMPLE DOCUMENTS

5.A. CONTRACT

CONTRACT NO. 25-XXX

A CONTRACT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND [CONTRACTOR] PROVIDING FOR SPRING BROOK NO. 1 CREEK AND WETLAND RESTORATION – PHASE 3

THIS CONTRACT is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body politic and corporate (hereinafter the "District"), and [CONTRACTOR]. (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the District's Board of Commissioners has determined that it is reasonable, necessary and desirable to perform certain ecological habitat enhancements within Blackwell Forest Preserve; and

WHEREAS, the District advertised for bids for the work in accordance with section 8(b) of the Downstate Forest Preserve District Act; and

WHEREAS, the District has determined that Contractor is the lowest responsible bidder.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. The provisions contained in the "Specifications and Bid Proposal for: Spring Brook No. 1 Creek and Wetland Restoration – Phase 3," dated May 21, 2025 (hereinafter the "Specifications and Bid Proposal"), as well as the Contractor's bid as if fully set forth as Exhibit 1 (hereinafter all jointly the "Contract") and the Contract shall be the Contract for the project. In the event of any conflict between the Specifications and Bid Proposal and the provisions set forth in this Contract, the more detailed provision shall control.

2. The work for the project shall consist of all terms, conditions, descriptions, specifications and requirements set forth in Bidding and Contract Requirements, General Requirements, and Special Provisions of the Specifications and Bid Proposal and the Contractor's bid and authorized

Change Orders (hereinafter “the Work”). Contractor shall perform and complete the Work in full accordance with the Specifications and Bid Proposal and its bid. Contractor shall perform and complete the Work in full accordance with the Specifications and Bid Proposal

3. The District estimates the cost of the project will be \$[Bid Price]. The parties recognize, however, that this Contract is a combination of a unit price and lump sum contract. Accordingly, Contractor shall be paid an amount equal to the total measured in-place quantities for each Item listed in the Schedule of Unit Prices of the Specifications and Bid Proposal multiplied by the specified Unit Prices set forth in the Schedule of Unit Prices. Parties however recognize the fluid nature of this project and that the quantities referenced in the Schedule of Unit Prices are estimates only and can be increased or decreased by the authority of the Engineer at any time as needed. The parties acknowledge that Contractor’s total base bid amount of \$[Bid Price] includes the sum of \$200,000.00 for “Miscellaneous Items Ordered By Engineer” as provided for in the Schedule of Unit Prices of the Specifications and Bid Proposal. The parties further acknowledge that said \$200,000.00 is only a contingency and is reserved by the District solely for costs associated with unforeseen conditions or contingencies that may arise in the course of performing the Work. As such, payment of all or part of the \$200,000.00 shall be in the sole discretion of the District and shall be paid only for additional work specifically authorized by a written Change Order approved by the District’s Engineer. Any portion not used shall be credited to the District upon completion of the project.

4. Contractor shall perform only the Work. No additional work or services shall be performed unless prior written approval therefore has been authorized by the District pursuant to a properly executed Change Order.

5. The District shall designate a member of its staff to monitor the work solely for the purpose of ensuring that Contractor has complied with the specifications contained in the Contract.

6. Contractor shall comply with the insurance requirements set forth in *SUBSECTION 2.G: LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC* of *SECTION 2: GENERAL CONDITIONS*, as found in the Specifications and Bid Proposal. Contractor shall provide the District with the required evidence of the necessary insurance coverages prior to beginning any work or within 15 days after the execution of this Contract, whichever is earlier.

7. Contractor and its subcontractors shall defend, hold harmless and indemnify the District and all of its officers, elected officials, employees, agents, engineers and consultants according to the provisions found in the General Conditions of the Specifications and Bid Proposal.

8. Pursuant to the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, Contractor shall pay all laborers, workers and mechanics performing work under this Contract not less than the prevailing rate of wages as ascertained by the Illinois Department of Labor. In the event the Illinois Department of Labor revises the schedule of prevailing rate of wages during the term of this Contract, Contractor shall pay the revised rates upon written notification from the District of the revised rates.

In accordance with section 5(a)(2) of the Prevailing Wage Act, 820 ILCS 130/5(a)(2), Contractor and each subcontractor shall submit certified payroll records to the District along with a statement affirming that such records are true and accurate, documenting that the wages paid to each worker are not less than the prevailing wage rate, and acknowledging that the Contractor/subcontractor is aware that filing records it knows to be false is a Class A misdemeanor. Pursuant to Public Act 97-571, effective January 1, 2012, Contractor and each subcontractor shall file the certified payroll record with the District no later than the 10th day of each calendar month for the immediately preceding month. Any contractor or subcontractor who is subject to the Prevailing Wage Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee or agent it is to file the certified payroll who willfully fails to file the certified payroll on or before the date the certified payroll is required to be

filed with the District, and any person who willfully files a false certified payroll that is false as to any material fact is guilty of a Class A misdemeanor.

In accordance with the requirements of section 4(b-1) of the Prevailing Wage Act, if Contractor awards any part of the work to a subcontractor without a contract or written specification, Contractor shall comply with section 4(b) of the Prevailing Wage Act, 820 ILCS 130/4(b), by providing the subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project.

9. Contractor shall comply with the provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* and with all rules and regulations established by the Department of Human Rights. Contractor agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work provided for in this Contract to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

10. Contractor agrees to furnish all records related to this agreement and any documentation related to the Forest Preserve District of DuPage County required under an Illinois Freedom of Information Act (FOIA) request within five (5) business days after the District issues notice of such request to Contractor (*5 ILCS 140/1 et. seq.*). Contractor agrees not to apply any costs or charge any fees to the District regarding the procurement of records required pursuant to a FOIA request.

11. Contractor hereby certifies that it is not barred from entering into this Contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of 1961.

12. To the extent required by law Contractor will comply and cause all its subcontractors to comply and insert appropriate provisions in their contract regarding Substance Abuse Prevention Programs 820 ILCS 265/15.

13. Contractor shall comply with all other applicable federal, state, and local laws, rules and regulations and with all District ordinances and resolutions in the performance of this Contract.

14. Contractor shall commence work upon receipt of the District's written Notice to Proceed and shall complete the work within the deadlines specified in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION* of the Specifications and Bid Proposal. Liquidated damages as provided for in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION* of the Specifications and Bid Proposal shall apply to the substantial and final completion dates contained in *SUB-SECTION 1.F: COMPLETION DATES* of *SECTION 1: INTRODUCTION*.

15. If Contractor fails to properly pay any subcontractor or materialman the amount owed for labor or materials provided by the subcontractor or materialmen, the District shall have the right, upon written notice to Contractor, to pay all subcontractors and materialmen directly.

16. If Contractor fails to perform according to the terms of this Contract, the District may terminate the Contract upon seven (7) days' written notice to Contractor. In the event of a termination, the District shall be entitled to exercise any right or pursue any remedy provided for by law or by the Specifications and Bid Proposal, it being expressly understood that such rights and remedies are cumulative.

17. The provisions set forth herein represent the entire agreement between the parties and may not be modified in any respect unless the modification is in writing, duly approved and signed by both parties.

18. Exclusive jurisdiction and venue for any disputes related to the contract and Work shall be in the 18th Judicial Circuit Court, DuPage County, Illinois. Prior to litigation related to any dispute involving the contract or Work, the District in its sole discretion may elect non-binding mediation in which the Contractor shall participate in good faith and by sharing one half of the mediation costs.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 1st day of
July 2025.

<p>FOREST PRESERVE DISTRICT OF DUPAGE COUNTY 3S580 NAPERVILLE ROAD WHEATON, IL 60189-8761 630-933-7200</p> <p><u>MAILING ADDRESS:</u> P.O. BOX 5000 WHEATON, IL 60189-5000</p> <p>By: _____ President</p> <p>Attest: _____ Secretary</p>	<p>CONTRACTOR STREET ADDRESS CITY, STATE, ZIP CODE</p> <p>PHONE NUMBER</p> <p>By: _____</p> <p>Title: _____</p> <p>Attest: _____</p> <p>Title: _____</p>
--	--

5.B. PAYMENT BOND



License Agreement

Before you use this EJCDC document:

1. **Read this License Agreement in its entirety.** As purchaser, you agree to comply with and are bound by the License Agreement's terms, conditions, and instructions when you use the attached EJCDC document. **Commencement of use of the attached document indicates your acceptance of these terms, conditions, and instructions.** If you do not agree to them, you should promptly return the materials to the vendor.
2. **This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.**
3. The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series)** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.
4. You acknowledge that you understand that the text of the **EJCDC Design and Construction Related Documents** has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format.
6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.

How to Use This Document:

1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
2. The term "Standard EJCDC Text" for the attached document generally refers to all text prepared by EJCDC in the main body of the document, and does not include covers, logos, footers, instructions, license agreement, copyright notices, Notes to Users, or text options. The content of document exhibits (if any) is not Standard EJCDC Text for this purpose.
2. If you do not alter the Standard EJCDC Text of the attached document, you may use it as published, with all EJCDC logos, footers, and copyright notices retained.
3. If you modify the Standard EJCDC Text of the attached document, you must follow the following instructions that address if, when, and how to show the changes to other parties.
4. During the drafting or negotiating process for the document, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus if a draft of the document purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.
6. If the attached document is revised or altered and then presented to others (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.

7. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
 8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

5.C. PERFORMANCE BOND



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Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org



PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the

Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than

EJCDC® C-610, Performance Bond

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5.D. MAINTENANCE BOND

MAINTENANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ (*Contractor name*)
as Principal, hereinafter called Contractor, and _____ (*Surety name*)
_____, (*Surety address*), as Surety, hereinafter called Surety, are
held and firmly bound unto Forest Preserve District of DuPage County, 3S580 Naperville Road, Wheaton, IL 60189, as Obligee, hereinafter called Owner, in the penal sum of _____ (*10% of contract price, written in words*) Dollars, (\$xxx,xxx.xx), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements:
Spring Brook No. 1 Creek and Wetland Restoration – Phase 3, Contract #25-xxx, in accordance with the General Conditions, the Drawings and Specifications which plans are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) Year from the date of final completion of the work provided for in the Plans, or as modified by subsequent contract change orders, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this _____ day of _____, 20_____.

In the presence of:
(Signature of Official Public Notary & Seal)

By: _____
(Principal Name) (Seal)

Title: _____

By: _____
(Surety)

Title: _____

NOTE: Please attach Power of Attorney

END OF SECTION 5 – SAMPLE DOCUMENTS

SPECIAL PROVISIONS

SP-1 PERFORMANCE & PAYMENT BONDS

DESCRIPTION

This work shall conform to Section 00730.5 Performance and Payment Bond of these Specifications, with respect to the Owner's requirements for Construction Performance and Construction Payment Bonds.

BOND FORMS

The Contractor shall be required to furnish Bonds of the forms shown in Sections 00610 and 00615 of the Specifications. Specifically, the type of Construction Performance Bond furnished shall be EJCDC C-610 and the type of Construction Payment Bond shall be EJCDC C-615.

SUBMITTALS

Within 15 days after receiving written Notice of Award from the Owner, the Contractor shall deliver the above described Construction Performance and Construction Payment Bonds to the Project Manager. The Bond forms must be properly signed, sealed, and accompanied by a notarized Power of Attorney Statement, which certifies that the signatory for the Surety company is authorized to sign the Bond forms.

BASIS OF PAYMENT

After the Bonds are reviewed and accepted by the Owner, the Contractor shall be allowed to submit a payment application for the full amount of the bid items for PERFORMANCE AND PAYMENT BONDS. This work shall be paid for at the contract lump sum (L SUM) price for PERFORMANCE AND PAYMENT BONDS.

END OF SPECIAL PROVISION SP-1

SP-2 OTHER PROJECT BONDS

DESCRIPTION

This work shall include all other required highway permit bonds and registrations necessary to construct the improvements outlined in the contract documents. It shall include all associated costs and application submittals required by the appropriate governing agency or municipality to obtain those bonds registrations.

BOND FORMS

The Contractor shall be required to furnish Bonds as required by the appropriate governing agency or municipality to perform work within the right of ways of their roads. In addition, the Contractor shall complete all registration and certification required by these agencies necessary for the Contractor to complete this work. It shall be the contractor's responsibility to obtain and process all application forms.

SUBMITTALS

Prior to the start of work, the Contractor shall deliver copies of the executed highway bond/permits and registrations to the Engineer.

BASIS OF PAYMENT

All highway bonds/permits and registrations shall not be paid for separately and shall be considered incidental to the contract.

END OF SPECIAL PROVISION SP-2

SP-3 MOBILIZATION

DESCRIPTION

All work, materials and equipment will conform to Article 671 of the Standard Specifications. The work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Also see HAUL ROAD special provision.

METHOD OF MEASUREMENT

This work shall not be measured separately for payment.

BASIS OF PAYMENT

This work will be paid for at the Lump Sum (L SUM) price for MOBILIZATION per Article 671.02 of the Standard Specifications. Seventy-five percent (75%) of payment will be paid upon contract execution. Fifteen percent (15%) of payment will be paid at ten percent (10%) of contract completion. Ten percent (10%) of payment will be paid upon removal and restoration of haul roads.

It is understood that substantial completion will be before the date of December 31, 2025 and that three (3) additional years of MAINTENANCE AND MANAGEMENT will be required. This item will only be paid for once for the entire project.

END OF SPECIAL PROVISION SP-3

SP-4 CONSTRUCTION LAYOUT AND AS-BUILT SURVEYS

DESCRIPTION

This work shall consist of furnishing a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying, layout, earthwork volume calculations, and preparation of hard copy and digital As-Built Plans.

WORK REQUIREMENTS AND METHODS

CONSTRUCTION LAYOUT

The Contractor will be required to furnish and place construction layout stakes for this project. Grading slope stakes shall be set at sufficient intervals to accurately outline the proposed slopes, such that the finished Work substantially conforms to the lines, grades, elevations and dimensions shown in the Plans. The work shall be completed by an Illinois registered land surveyor. The Contractor shall exercise care in the preservation of construction stakes and benchmarks, and shall be responsible for having them reset if any are damaged, lost, displaced, or removed.

SURVEYOR QUALIFICATIONS AND RESPONSIBILITIES

The Contractor shall be responsible for procuring the service of an Illinois registered land surveyor, who shall report to and receive instructions from the Contractor, not the District. The registered land surveyor will also establish suitable benchmarks, to be used for horizontal and vertical control and tie into the NAD83 Illinois State Planes, East Zone, US Foot (IL83-EF) Coordination System and NAVD88 Vertical Datum. These benchmarks, established by DuPage County, can be ascertained from the DuPage County website at www.dupageco.org > Departments > GIS > Interactive Maps > Benchmarks NAVD88.

All survey work for the District shall meet the following standards. The completed work must be submitted in both hard copy and digital format, which includes, 5 original reproducible bond copies that are stamped and sealed by a registered professional Illinois land surveyor, an electronic drawing file format, (AutoCAD Civil 3D 2010 or later), and a space or comma-delimited text file or XML file, containing raw data in the form of (PENZD). The .dwg file must have X, Y and Z coordinates attached to all points and contours. If data is not acceptable to District staff, meaning, not meeting the following specifications, we reserve the right to return data to the Contractor until it is corrected to meet the District's specifications with no further compensation due consultant.

The drawing shall meet the following specifications (as required per contract):

- Drawings shall note all dimensions and elevations in imperial (foot) scale to the nearest .01 foot.
- Include legend of symbology and abbreviations used in drawing.
- Show all improvements per construction project specifications. All items to be included but not necessarily limited to: vegetation, foot contours, swales, sanitary and sewer, culvert inverts, pavement delineation and type, exterior footprint of all structures with finished floor elevations, ALL existing & constructed utilities, fences and retaining walls.
- Geomorphic features shall also be shown on as-builts including but not limited to features such as pool bottom elevations, riffle crest elevations, top of bank, and toe of bank.
- Record drawings (AS-BUILTS) and Legal Descriptions as required.

- Show all trees 6" diameter and larger within survey site with a pre-defined tree block symbol.
- Capture mean elevation of water in any excavation, well and / or nearby body of water.
- Do not break contour lines for elevation text nor shall text interfere with any mapping lines. (Do not trim to accommodate text.)
- All contour lines should be continuous / closed polylines with respective "Z" coordinates.
- Spot elevations should have "Z" elevations and represented as a CIVIL 3D AutoCAD COGO point to the nearest .01 foot.
- All text associated with a spot elevation should match that elevation and be on a separate text layer.
- Color and line type shall be "by layer".
- Tie two quarter section corners (X,Y,Z) into survey loop, if in close proximity to project site.
- Survey shall include the Forest Preserve boundary Monuments labeled with an X and Y coordinate point, if in close proximity to project site.
- Set at least one permanent benchmark on site for each 4 acres using an iron pipe marked with lath and with a description and with COGO point in drawing.
- Note all control points. Benchmarks shall be a DuPage County Survey Control Network Benchmark, as required by the DuPage County Department of Development and Environmental concerns, DPCDEC. These should be shown and referenced in drawing using COGO points.
- All entities shall be drawn on the world coordinate system (do not change U.C.S. origin).
- Scale of drawing shall be 1:1 and all symbols shall be inserted at a scale of 1,1,1.
- Mapping shall meet or exceed Geospatial Positioning Accuracy Standards, Part 3
 - (See additional information in this Special Provision below).
- All drawing entities (lines, polylines, blocks, etc.) shall be inserted in model space.
- All title blocks, legends, north arrow, etc. shall be inserted in paper space.
- All paper of survey shall be signed and sealed by a professional land surveyor.
- The District will furnish an AutoCAD .dwg file, Release 2010, base map for use as reference, on request.
- Locate 100 yr. flood, 500 yr. flood and floodway level of streams or adjacent bodies of water.
- Show all easements evidenced by a record document or evident in the field.

The files shall meet the requirements of the *Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy, FGDC-STD-007.3-1998*, per below:

OBJECTIVES

The objective is to facilitate sharing and interoperability of geospatial data by providing a flexible and inclusive standard for testing and reporting accuracy of maps and geospatial data.

SCOPE

The National Standard for Spatial Data Accuracy (NSSDA) implements a well-defined statistic and testing methodology for positional accuracy of maps and geospatial data derived from sources such as aerial photographs, satellite imagery, or maps. Accuracy is reported in ground units. The testing methodology is comparison of data set coordinate values with coordinate values from a higher accuracy source for points that represent features readily visible or recoverable from the ground. While this standard evaluates positional accuracy at points, it applies to geospatial data sets that contain point, vector, or raster spatial objects. Data content standards, such as FGDC Standards for Digital Orthoimagery and Digital Elevation Data, will adapt the NSSDA for particular spatial object representations.

The standard insures flexibility and inclusiveness by omitting accuracy metrics, or threshold values, that data must achieve. However, agencies are encouraged to establish "pass-fail" criteria for their product standards and applications and for contracting purposes. Ultimately, users must identify acceptable accuracies for their applications.

Ground coordinates of points established according to Federal Geodetic Control Subcommittee (FGCS) draft Standards for Geodetic Control Networks and process specifications are used in the National Spatial Reference System (NSRS) control network. NSRS ground control may be used to reference project control surveys to a common georeference system. The accuracy of spatial data derived from control surveys is expressed using the NSSDA. The NSSDA may also be related to FGCS Standards for Geodetic Networks by using NSRS points to test the accuracy of geospatial data. Both the NSSDA and Standards for Geodetic Networks will be integrated into a multipart FGDC Geospatial Positioning Accuracy Standard.

For more information:

- Download the standard, *Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy* (PDF format) at <http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/chapter3>
- *Principles of Error Theory and Cartographic Applications* at <http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/tr96>
- *National Map Accuracy Standard* (1947) – Can be found online at <http://nationalmap.gov/standards/nmas.html>. Defines accuracy standards for published maps, including horizontal and vertical accuracy, accuracy testing method, accuracy labeling on published maps, labeling when a map is an enlargement of another map, and basic information for map construction as to latitude and longitude boundaries.
- The Minnesota Governor's Council on Geographic Information, with support from the Minnesota Land Management Information Center (LMIC), prepared the *Positional Accuracy Handbook: Using the National Standard for Spatial Data Accuracy to measure and report geographic data quality*, October 1999 (33 pages, 920K, PDF at https://www.mngeo.state.mn.us/pdf/1999/lmic/nssda_o.pdf to facilitate use of the FGDC standards. Printed copies of the Handbook are also available. See the LMIC site at <http://www.mngeo.state.mn.us/> for more information. This handbook describes how positional accuracy can be measured and reported for databases that contain geographic features like roads, rivers, and property lines. Five practical examples walk you through the process using databases developed at Minnesota Departments of Transportation and Natural Resources, the City of Minneapolis, Washington County, and Lawrence Mapping.

Related Content:

- *Vertical accuracy calculation spreadsheet* at <http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/VERTICAL.XLS/view>
- *Horizontal accuracy calculation spreadsheet* at <http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/HORIZONT.XLS/view>

DISTRICT RESPONSIBILITIES

The District may make periodic checks of the Contractor's staking to determine if the Work is being done in substantial conformance with the plans. Any errors that are apparent will be immediately brought to the Contractor's attention. The Contractor shall be required to make any necessary corrections or perform any necessary re-staking before the incorrect stakes are used for construction purposes.

SUBMITTALS

The Contractor shall submit copy of surveyor's license and registration to the District prior to layout of any work. Final work shall be submitted in both digital and hard copy format within three (3) months following substantial completion.

METHOD OF MEASUREMENT

This work shall not be measured separately for payment.

BASIS OF PAYMENT

This Work will be paid for at the contract lump sum (L SUM) price for CONSTRUCTION LAYOUT AND AS-BUILT SURVEY, which price shall be payment in full for all services, materials labor, equipment, tools and incidentals necessary to complete this item of Work. After the initial construction layout has been completed and approved by the District, 50% of the pay item will be paid. Once the as-built survey is completed and approved by the District and DuPage County the remaining 50% of the pay item will be paid.

END OF SPECIAL PROVISION SP-4

SP-5 MISCELLANEOUS ITEMS ORDERED BY ENGINEER

DESCRIPTION

This pay item has been included in the Schedule of Unit Prices to cover the costs of unanticipated items of work not included in the plans that may become necessary during the course of construction.

WORK REQUIREMENTS AND METHODS

If it is determined by the Engineer that additional items of work, not covered by the plans or specifications, are necessary to complete the project, the Contractor and Engineer will negotiate a fair and reasonable price for said work, as well as the method of measurement and payment.

WORK REQUIREMENTS AND METHODS, materials, equipment, and other work requirements shall be negotiated prior to starting work as deemed necessary by the Engineer.

The Contractor must obtain prior written authorization from the Engineer before undertaking any items of work not shown in the plans that will result in a cost increase to the District. All Bidders shall be required to include with the Schedule of Unit Prices the mandatory bid of **\$200,000.00** for MISCELLANEOUS ITEMS ORDERED BY ENGINEER.

The contractor shall be advised that it is anticipated a portion of this item will be used for the purchase of additional plantings.

METHOD OF MEASUREMENT

Work shall be measured as agreed upon between the Contractor and the Engineer.

BASIS OF PAYMENT

If it is determined by the Engineer that additional items of Work, not covered by the plans or specifications, are necessary to complete the project, the Contractor and Engineer will negotiate a fair and reasonable price for said work, as well as the method of measurement and payment. As negotiated, said additional work that is determined MISCELLANEOUS ITEMS ORDERED BY ENGINEER shall be submitted to Engineer and duly authorized by a Field Order for documentation and subsequent payment to the Contractor. Payment for all additional work shall be made from the MISCELLANEOUS ITEMS ORDERED BY ENGINEER pay item, which shall be in units (UNIT) of one (1) dollar. Any portion not used shall be credited to the District upon completion of the project.

END OF SPECIAL PROVISION SP-5

SP-6 SILT FENCE, DUAL ROW

DESCRIPTION

This work shall consist of constructing, maintaining, removing, and disposing of silt fence for use in erosion control applications.

MATERIALS

Materials shall be in accordance with article 280.02 and 1080.02 except as follows.

Revise Article 280.02 (f) to read:

“(f) Silt Fence..... Article 1080.02”

Add the following to Article 1080.02:

“Silt fence fabric shall conform to the specifications of AASHTO M288-00 for Temporary Silt Fence, < 50% elongation, unsupported. This fabric shall be 36 in width.

High visibility silt fence fabric shall conform to the requirements of Silt Fence with the additional requirement of having a high visibility orange color.

Certification. The manufacturer shall furnish a certification with each shipment of silt fence material, stating the amount of product furnished, and that the material complies with these requirements.

Silt Fence support posts shall be of 2x2 in nominal hardwood, a minimum of 48 in long.”

WORK REQUIREMENTS AND METHODS

INSTALLATION

Silt Fence. This silt fence shall consist of a continuous silt fence adjacent to an area of construction to intercept sheet flow of water borne silt and sediment, and prevent it from leaving the area of construction.

The silt fence shall be supported on hardwood posts spaced on a maximum of 5 ft centers. The bottom of the fabric shall be installed in a backfilled and compacted trench a minimum of 6 in deep and securely attached to the hardwood post by a method approved by the Engineer. The minimum height above ground for all silt fences shall be 30 in. The silt fence shall have a wire mesh backing.”

Silt Fence, Dual Row. This shall consist of two parallel rows of silt fence, both meeting the requirements of SILT FENCE.

MAINTENANCE

Work shall be in accordance with article 280.05 of the Standard Specifications with the following addition.

“Silt fence Maintenance shall consist of maintaining silt fence that has fallen down or become ineffective as a result of natural forces. This work shall include the removal of sediment buildup from behind the silt fence when the sediment has reached a level of half

the above ground height of the fence, or as directed by the Engineer. This work shall be considered incidental to SILT FENCE, DUAL ROW.

If silt fence needs to be replaced due to damage as a result of natural forces the silt fence shall be replaced as directed by the Engineer. This work shall be considered incidental to SILT FENCE, DUAL ROW.

Silt fence damaged by the Contractor's operations, negligence, or lack of maintenance shall be repaired at the Contractor's expense, or as directed by the Engineer."

DISPOSAL

Disposal shall be in accordance with article 280.07 of the Standard Specifications.

METHOD OF MEASUREMENT

This work shall be measured for payment in linear feet in place, along the outside (further from the work zone) row of silt fence. The two rows shall not be measured separately for payment.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per linear foot (FOOT) for SILT FENCE, DUAL ROW, which shall include all labor, equipment, materials, maintenance, and removal necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-6

SP-7 FLOATING SILT CURTAINS

DESCRIPTION

This work shall consist of constructing, maintaining, removing, and disposing of silt curtains for use as sediment control barriers across Spring Brook.

WORK REQUIREMENTS AND METHODS

Floating silt curtains shall be in accordance with the Illinois Urban Manual at the locations shown on the Drawings or as approved by the Engineer and regulatory agencies.

BASIS OF PAYMENT

This work will be paid for at the contract lump sum (L SUM) for FLOATING SILT CURTAINS, which shall include all labor, equipment, materials, maintenance, and removal necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-7

SP-8 TEMPORARY CROSSING

DESCRIPTION

Temporary crossings are used to span the channel for construction operations and consist generally of stone, filter fabric, and culverts.

MATERIALS

Culverts used in temporary crossings shall be Class A, Type 1 as described in article 542.03 of the Standard Specifications. The culverts need not be new, but must be free of significant defects and approved by the engineer.

Riprap shall comply with article 1005.01 of the Standard Specifications. The stone shall be of quality A and gradation RR5. Broken concrete shall not be allowed as riprap material.

Coarse aggregate shall comply with requirements of article 1004.01 of the Standard specification and shall be type A, gradation CA 1 or CA 3.

Filter fabric shall meet the requirements of Article 1080.03 of the Standard Specifications.

WORK REQUIREMENTS AND METHODS

The temporary crossing shall consist of seven (7) 36" Culverts or elliptical equivalents shall be placed according to the plans and plan details. The areas between and above the culverts shall be backfilled with riprap to the dimensions shown in the plan details and a road surface of six (6) inches of coarse aggregate graded above the riprap. The entire installation shall be placed on top of filter fabric placed lining the channel.

Alternative culvert configurations may be proposed which can be demonstrated to pass the 2-year event flow of 300 CFS. Alternatives must be first approved in writing by the Engineer.

This work shall include all maintenance of the crossing, including repairs due to damage caused by high water or flooding. No additional payment shall be made for maintenance of repairs. The crossing shall be kept neat and free of fine soil particles. If the crossing becomes a source of sediment contamination of the water the Contractor shall replace the aggregate surface with clean aggregate or take other measures to remediate the problem at the Engineers request. No additional payment will be made for measures to mitigate sediment contamination.

The work shall include removal of the temporary crossing when it is no longer required for construction operations. All material used for the crossing shall be removed and properly disposed of.

METHOD OF MEASUREMENT

This work will be measured for payment in place per each (EACH) for TEMPORARY CROSSING.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per each (EACH) for TEMPORARY CROSSING which shall include all labor, equipment, materials, maintenance, and removal

necessary to complete the work as specified. Upon installation, 75% of the value of this item shall be paid. Upon removal and final approval by the Engineer, the remaining 25% will be paid.

END OF SPECIAL PROVISION SP-8

SP-9 HAUL ROAD

DESCRIPTION

This work shall consist of constructing an aggregate subbase or placing timber mats as necessary to provide a stable driving surface and to be used as a construction haul road at the locations shown on the plans and as specified herein.

MATERIALS

Aggregate Haul Road. When an aggregate haul road is determined necessary, it shall be constructed with six (6) inches of aggregate materials conforming to requirements of article 1004.01 of the Standard specification and shall be quality Type A, gradation CA 1 or CA 3. The aggregate shall be placed over Filter fabric which shall meet the requirements of Article 1080.03 of the Standard Specifications. The width of the aggregate haul road shall be 20' unless a variance is approved by the Engineer. No extra compensation will be granted for an increase in haul road width.

Turf Haul Road. Turf hauls roads will require grading at the Contractor discretion. Contractor should take precautions to avoid washouts or rutting in areas that have potential for high concentrations of flow. It will not be necessary to maintain the stand of grass while the haul road is in use. If problem areas occur, the Contractor may repair those areas with the same materials used for the aggregate haul road.

WORK REQUIREMENTS AND METHODS

All haul roads will be constructed within the project limits. The haul roads will not impede drainage. The Contractor will maintain all roads to be free of rutting or depressions. Prior to the start of construction, the Engineer will coordinate with the Contractor the limits of the haul road(s) to avoid sensitive areas.

Note that it is anticipated that at several locations throughout the project haul road and construction operations will cross above buried utilities. These utilities include, but may not be limited to, fiber optic cable, natural gas main, and other infrastructure. The contractor is to protect the existing utilities at all times. The contractor is to use timber mats or other protection approved by the engineer at all crossings, including Haul Road crossings. Typical aggregate haul road alone shall not be considered sufficient means of utility protection. No additional payment shall be made for utility protection measures and shall be considered incidental to the various pay items.

At the conclusion of the project, the Contractor is responsible for restoring the areas used for the haul road to the preconstruction grade and general condition. The restoration work will require the placement of topsoil, seed and blanket of the type specified in the plans.

Haul road material shall be disposed of in accordance with article 202.03 of the Standard Specifications. Haul road materials may not be disposed of on-site.

METHOD OF MEASUREMENT

Construction of an aggregate haul road will not be measured separately for payment. Turf areas used for haul roads will not be measured separately for payment. Maintenance of the aggregate and turf haul roads will not be measured payment.

Restoration of these areas will be measured separately for payment under the appropriate restoration items shown in the plans.

BASIS OF PAYMENT

HAUL ROAD, which shall include all labor, equipment, materials, maintenance, and removal necessary to complete the work as specified, shall not be paid for separately and shall be paid for in MOBILIZATION (L SUM).

END OF SPECIAL PROVISION SP-9

SP-10 TREE TRUNK PROTECTION

DESCRIPTION

The Contractor shall exercise extreme care when working near existing trees and shrubs to avoid damage and shall replace any damaged plants at their own expense. Trees within the project limits shall be protected prior to beginning any stabilization work.

WORK REQUIREMENTS AND METHODS

The Contractor shall install tree trunk protection meeting the requirements of Article 201.05(b.) and the details shown in the plans. The location will be field determined and a nominal quantity has been added to the plans for this work.

METHOD OF MEASUREMENT

This work shall be measured for payment in place per each (EACH) for TREE TRUNK PROTECTION.

BASIS OF PAYMENT

TREE TRUNK PROTECTION shall be paid for at the contract unit price per each (EACH) which shall include all materials, labor, equipment, maintenance, and removals as required.

END OF SPECIAL PROVISION SP-10

SP-11 TRAFFIC CONTROL AND PROTECTION

DESCRIPTION

This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic (vehicular, pedestrian, and otherwise) during the construction of this project as shown on the plans and as described in this special provision. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices. No waiving of these requirements will be allowed without prior written approval of the Engineer. This work includes direction of pedestrian and vehicular traffic on Forest Preserve District facilities and public routes directly affected by construction.

WORK REQUIREMENTS AND METHODS

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the DuPage County Forest Preserve District at least 72 hours in advance of beginning work.

The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along or adjacent to the project under construction, bike or pedestrian paths or walkways, access road closures for construction operations of any type, or when any section of the access road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations in areas of pedestrian or local traffic shall be protected by Type I barricades equipped with bidirectional flashing lights at each end of the excavation and weighted down by two sandbags per each barricade. All bike paths or walkways closures shall be marked with signage and be protected by Type III barricades equipped with bi-directional flashing lights and weighted down by eight sandbags per each barricade.

The Contractor shall maintain his operations in a manner such that local traffic flow shall not be substantially impeded during the construction of the proposed improvements. No open excavation, excepting those depicted on the Plan Set as permanent planned improvements, may be left overnight or on the weekend without the express written permission of the Engineer.

As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall

be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down.

Barricading and signage shall be monitored on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

The Contractor shall provide a name and phone number for a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

METHOD OF MEASUREMENT

This work shall not be measured separately for payment.

BASIS OF PAYMENT

This work will be paid for at the Lump Sum (L SUM) price for TRAFFIC CONTROL AND PROTECTION, which shall include all labor, equipment, materials, maintenance, and removal necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-11

SP-12 COBBLE FOR BRIDGES, 6"-16"

DESCRIPTION

This work shall consist of furnishing, dumping, spreading and hand sorting COBBLE FOR BRIDGES, 6" - 16" adjacent to the abutments in accordance with the plan details and as directed by the Engineer.

MATERIALS

Cobble shall be natural occurring stone either river-run or bank run or glacial deposit, generally round and screened to remove fraction less than 2-inches. Angular, Crushed or quarried stone shall not be acceptable. The material shall have a D50 of 8". If this size class cannot be readily obtained, other gradations may be considered as approved by the Engineer. The stone shall be reasonably free of laminations, seams, cracks and other structural defects or imperfections tending to destroy its resistance to weather.

The Engineer shall be given 48-hours' notice prior to loading of the source of cobble, and the Contractor shall supply pictures of the cobble stockpile at the proposed source. Pictures shall be provided with a representative measuring device in the picture to illustrate the sizes available. The Engineer may approve or reject the cobble source if it does not meet these specifications based on pictures or a site visit, or if cobble delivered deviate substantially from representations made by the Contractor including pictures.

A 6" layer of stone treatment material shall be provided in accordance with the plan details and shall adhere to the material requirements for the Sand and Gravel Mix in the BANK STABILIZATION (TYPE 2 AND TYPE 3) special provision.

CONSTRUCTION REQUIREMENTS

The Cobble shall be dumped and scattered by excavator or loader bucket so as not to disturb underlying bedding material. Hand sorting of cobble around boulders to fill in spaces shall be required as directed by the Engineer. The material shall be reasonably uniformly scattered with no piles left on the finished surface.

METHOD OF MEASUREMENT

Cobbles will be measured for payment in square yards (SQ YD) of material placed and accepted by the Engineer. The 6" layer of stone treatment will not be measured separately, but included in the cost of COBBLE FOR BRIDGES, 6"-16".

BASIS OF PAYMENT

The work to supply and place the cobble will be paid for at the contract unit price per square yard (SQ YD) for COBBLE FOR BRIDGES, 6"-16", which price shall include the cost of furnishing, transporting, spreading and hand sorting including all labor, tools, equipment and incidentals necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-12

SP-13 MISCELLANEOUS STRUCTURAL SPECIFICATIONS

DESCRIPTION

This work shall consist of the construction of the three-sided precast concrete structure in accordance with the applicable portions of Standard Specifications and as detailed on the plans.

The following items are considered major work items related to its respective bridge structure and shall conform to the referenced Section of the Standard Specifications.

<u>Item Description</u>	<u>Standard Specification</u>
Filter Fabric	282
Removal of Existing Structures.....	501
Structure Excavation	502
Form Liner Textured Surface.....	503
Reinforcement Bars, Epoxy Coated.....	508
Bicycle Railing	509
Granular Backfill for Structures.....	586

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

For each item listed above, the measurement and payment for all work necessary to complete each item will be made at the contract unit price described in the Standard Specifications under the Articles titled "Method of Measurement" and "Basis of Payment".

END OF SPECIAL PROVISION SP-13

SP-14 MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES

DESCRIPTION

This work shall consist of furnishing and placing a membrane waterproofing system on the top slab and sidewalls, or portions thereof, for buried structures as detailed on the contract plans.

All membrane waterproofing systems shall be supplied by qualified producers. The Department will maintain a list of qualified producers.

MATERIALS

The materials used in the waterproofing system shall consist of the following.

(a) Cold-applied, self-adhering rubberized asphalt/polyethylene membrane sheet with the following properties:

Physical Properties	
Thickness ASTM D 1777 or D 3767	60 mils (1.500 mm) min.
Width	36 inches (914 mm) min.
Tensile Strength, Film ASTM D 882	5000 lb./in ² (34.5 MPa) min.
Pliability [180° bend over 1" inch (25 mm) mandrel @ -20 °F (-29 °C)] ASTM D 146 (Modified) or D1970	No Effect
Puncture Resistance-Membrane ASTM E 154	40 lb. (178 N) min.
Permeability (Perms) ASTM E 96, Method B	0.1 max.
Water Absorption (% by Weight) ASTM D 570	0.2 max.
Peel Strength ASTM D 903	9 lb./in (1576 N/m) min.

(b) Ancillary Materials: Adhesives, Conditioners, Primers, Mastic, Two-Part Liquid Membranes, and Sealing Tapes as required by the manufacturer of the membrane and film for use with the respective membrane waterproofing system.

CONSTRUCTION

The areas requiring waterproofing shall be prepared and the waterproofing shall be installed in accordance with the manufacturer's instructions. The Contractor shall not install any part of a membrane waterproofing system in wet conditions, or if the ambient or concrete surface temperature is below 40° (4° C), unless allowed by the Engineer.

Surfaces to be waterproofed shall be smooth and free from projections which might damage the membrane sheet. Projections or depressions on the surface that may cause damage to the membrane shall be removed or filled as directed by the Engineer. The surface shall be power washed and cleaned of dust, dirt, grease, and loose particles, and shall be dry before the waterproofing is applied.

The Contractor shall uniformly apply primer to the entire area to be waterproofed, at the rate stated in the manufacturer's instructions, by brush, or roller. The Contractor shall brush out primer that tends to puddle in low spots to allow complete drying. The primer shall be cured according to

the manufacturer's instructions. Primed areas shall not stand uncovered overnight. If membrane sheets are not placed over primer within the time recommended by the manufacturer, the Contractor shall recoat the surfaces at no additional cost to the Department.

The installation of the membrane sheet to primed surfaces shall be such that all joints are shingled to shed water by commencing from the lowest elevation of the buried structure's top slab and progress towards the highest elevation. The membrane sheets shall be overlapped as required by the manufacturer. The Contractor shall seal with mastic any laps that were not thoroughly sealed. The membrane shall be smooth and free of wrinkles and there shall be no depressions in horizontal surfaces of the finished waterproofing. After placement, exposed edges of membrane sheets shall be sealed with a troweled bead of a manufacturer's recommended mastic, or two-part liquid membrane, or with sealing tape.

Sealing bands at joints between precast segments shall be installed prior to the waterproofing system being applied. Where the waterproofing system and sealing band overlap, the installation shall be planned such that water will not be trapped or directed underneath the membrane or sealing band.

Care shall be taken to protect and to prevent damage to the waterproofing system prior to and during backfilling operations. The waterproofing system shall be removed as required for the installation of slab mounted guardrails and other appurtenances. After the installation is complete, the system shall be repaired and sealed against water intrusion according to the manufacturer's instructions and to the satisfaction of the Engineer.

Replace the last paragraph of Article 540.06 Precast Concrete Box Culverts and replace with:

Handling holes shall be filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation nor project above the outside surface to the extent that may cause damage to the membrane. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar compatible with the membrane.

METHOD OF MEASUREMENT

The waterproofing system will be measured in place, in square yards (SQ YD) of the concrete surface to be waterproofed.

BASIS OF PAYMENT

This work will be paid for at the contract unit price, per square yard (SQ YD) for MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES.

END OF SPECIAL PROVISION SP-14

SP-15 THREE SIDED PRECAST CONCRETE STRUCTURE (SPECIAL)

GENERAL

This work shall consist of designing, furnishing and installing the three-sided precast concrete structure according to applicable portions of Sections 502, 503, 504, 512, and 540 of the Standard Specifications. The three-sided structure shall be sized to provide the design fill, minimum clear span, and maximum waterway opening specified on the contract plans. In addition, the out to out length of the structure shall be as specified on the contract plans.

PREQUALIFICATION

The Department maintains a pre-qualified list of proprietary structural systems permitted for three sided structures. This list can be found on the Department's web site under Prequalified Structural Systems. The Contractor's options are limited to those systems pre-qualified by the Department. These systems have been reviewed for structural feasibility and adequacy only and their presence on this list shall in no case relieve the Contractor of the site specific design or QC/QA requirements stated herein.

The Contractor shall utilize the services of a pre-qualified design engineering firm to coordinate the development of all construction documents and provide any design engineering services not provided by the supplier of the precast structure. The engineering firm shall be pre-qualified according to the Department, in the category of "Structures - Highway: Typical". Firms involved in any part of the project (plan development or management for the Department) will not be eligible to provide these services. Evidence of pre-qualification shall be included with the design submittal.

MATERIALS

Materials shall be according to the following.

Item	Article/Section
(a) Cast-In-Place Concrete	1020
(b) Fine Aggregate (Note 1)	1003.04
(c) Coarse Aggregate (Note 1)	1004.05
(d) Metal Shell Piling	1006.05(a)
(e) Steel Piling	1006.05(b)
(f) Reinforcement Bars	1006.10
(g) Geocomposite Wall Drains	1040.07
(g) Precast Concrete (Note 2)	1042.03

Note 1: Backfill for the structure shall be compacted Granular Backfill except for the areas directly behind drainage openings which shall be Porous Granular Backfill unless a geocomposite wall drain is utilized.

Note 2: All three-sided precast concrete structures, precast headwalls, precast wingwalls and precast footings shall be produced according to ASTM C 1504 and according to the Department's latest Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Concrete Products".

DESIGN

The design of a three-sided precast concrete structure including headwalls, wingwalls, foundations, ground improvement if needed, and railing connections to the structure if applicable, shall be according to the Contract Plans and latest edition of the AASHTO LRFD Bridge Design

Specifications, referenced on the structure plans, and shall include the effects of the foundation deflection during the sequence of construction anticipated. Railings shall be of the type specified on the Contract Plans and the connections shall at a minimum be designed to meet a TL 3 designation unless noted otherwise on the Contract Plans.

The Contractor shall be responsible for all work necessary to design and construct the foundations, including any stub walls, footings, piling, shafts, over excavation and aggregate backfill, geopiers, scour protection, and water diversion necessary to deal with the site conditions encountered. Their design shall be according to the current Departments policies for foundations found in Section 3.10 of the IDOT Bridge Manual. The top of footing depth shown on the plans is assumed based on the foundation scour protection method shown on the plans. Unless otherwise specified, the contractor/supplier may elect to provide and alternate method of scour protection according to Section 2.3 of the IDOT Bridge Manual. The actual scour depth(s) shall be calculated based on the foundation and protection method chosen.

Three sided precast concrete structures located within a Seismic Zone greater than 1, as defined in the AASHTO LRFD Bridge Design Specifications Table 3.10.6-1, shall satisfy the following requirements:

- 1) The structure shall be connected to the footing/pedestal 2 ft. (600 mm) from the outermost exterior edge of the structure at all four corners with a galvanized rigid mechanical connection subject to the approval of the Engineer. This connection shall be located on the interior face of the segment to allow for future inspection.
- 2) All top joints of exterior segments within a length of 12 ft. (3.65 m) at each end of the structure, regardless of the fill cover, shall be mechanically connected as previously described. The mechanical connection is subject to the approval of the Engineer.

The system chosen by the Contractor shall provide a hydraulically equivalent waterway opening to that specified on the plans. Evidence of equivalency shall also be provided in writing to the Engineer for review and approval prior to ordering any materials.

SUBMITTALS

The Contractor shall submit complete design and construction documents to the Department for review and approval prior to starting construction. The submittals shall include all calculations, shop drawings, working drawings, etc. necessary to successfully construct the structure. In addition an initial Structure Load Rating Summary (SLRS- see form BBS 2795), and analysis file(s) shall be submitted. All documents shall be prepared and sealed by Illinois Licensed Structural Engineer(s). The calculations, SLRS, and drawings shall be submitted a minimum of 45 days prior to construction. Shop drawings for three sided precast concrete structures shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications.

The construction plans shall also include a revised waterway information table with the actual opening provided for all events, and any revisions to the scour table (if necessary) to account for the actual structure installed. The remaining information in the waterway information table shall match the waterway information table shown in the contract plans. Upon completion of the project the Contractor shall provide "As-Built" record drawings in CADD format, for the Departments use.

CONSTRUCTION

No construction of the foundations shall be started until written approval of the shop drawings is provided by the Engineer. The Contractor shall be responsible for diverting the water from the construction area as needed using a method meeting the approval of the Engineer. The cost of diverting the water shall be considered as included in the contract unit price bid for the three sided structure being constructed and no additional compensation will be allowed.

The Contractor shall obtain technical assistance from the supplier of the precast units in the form of onsite instruction and monitoring of construction staff to ensure proper installation of all units. In addition, if any issues related to fabrication and/or assembly arise during installation, the Contractor in conjunction with the supplier of the system shall be responsible for any remedial action required to remedy the situation subject to the approval of the Engineer and at no additional cost to the Department.

Unless otherwise specified, structures with a minimum design fill height of 3 ft (900 mm) or less shall be waterproofed with a system as specified elsewhere in the contract.

For structures spanning over water, 3 in. (75mm) diameter drain openings, spaced at a maximum of 8 ft (2.4 m) centers, 2 ft (600 mm) above the flow line shall be provided according to Article 503.11. For structures spanning over traffic, a geocomposite wall drain and pipe underdrain outlet system shall be installed and no drainage openings through the sidewalls will be allowed.

Whenever possible, segments shall be set from the center of the structure outward to minimize growth, caused by variation in the as-cast segment width, to ensure the headwall section and wings can be set where specified. Any joints between segments greater than ½ inch (13 mm) shall be grouted according to Article 504.06(e) prior to waterproofing.

All joints between segments shall be sealed according to Article 540.06. When the minimum fill over the structure, between the edges of the shoulders, is less than or equal to 3 ft. (1 m), the top joints between segments shall also be secured with a previously approved mechanical connection. The mechanical connection shall be used to connect a minimum length of 12 ft. (3.65 m) of exterior segments at each end of the structure. There shall be a minimum of 4 mechanical connections per joint with a maximum spacing of 10 ft. (3 m). All plates, shapes, and hardware shall be galvanized or stainless steel. If the design of the structure also requires grouted shear keys, the keyway shall be cast in the top slab of the segments and grouted according to Article 504.06(e).

The excavation and backfill for three sided precast concrete structures shall be according to Section 502 of the Standard Specifications and any additional backfilling requirements based on the precast supplier's design. All construction inspection and material certification necessary to verify these additional backfilling requirements in the field shall be the responsibility of the supplier. The three-sided precast concrete structure shall be placed according to applicable requirements of Article 542.04(d) of the Standard Specifications. When multi-spans are used a 3 in. (75 mm) minimum space shall be left between adjacent sections. After the precast units are in place and the backfill has been placed to midheight on each exterior side of the sidewalls, the space between adjacent interior legs shall be filled with Class SI concrete. The Class SI concrete shall be according to Section 1020, except the maximum size of the aggregate shall be 3/8 in. (9.5 mm).

METHOD OF MEASUREMENT

Three sided precast concrete structures will be measured in feet (meters). The overall length shall be measured from out to out of headwalls along the centerline of each span of the structure. Class SI concrete placed between adjacent spans, grouted keyways or mechanical connections between precast units, and mechanical connections between the precast units and the substructure will not be measured for payment. All items necessary to construct the wingwalls, headwalls, foundation scour protection options and foundation shall not be measured for payment separately, but shall be included in this work.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per foot (meter) for THREE SIDED PRECAST CONCRETE STRUCTURES (SPECIAL) of the clear span specified. Rock excavation will be paid for separately according to Article 502.13 of the Standard Specifications.

When foundation scour protection is specified, the cost to design and construct it shall be included in this item. Metal railing shall be measured and paid for according to Section 509 of the Standard Specification. The cost of waterproofing when specified will not be included in this item but will be paid for separately.

END OF SPECIAL PROVISION SP-15

SP-16 ROCKFILL

DESCRIPTION

This work shall consist of the furnishing and placement of rockfill where unstable and/or unsuitable materials have been removed below the plan bedding grade of proposed cast-in-place and/or precast footings. This work shall be done as shown on the plans and as directed by the Engineer.

MATERIALS

Materials shall meet the following requirements of the Standard Specifications:

<u>Item</u>	<u>Section</u>
CA 07 and CA 11	1004
Rockfill	1005

The gradation of rockfill shall be selected based on the following table:

Material: Crushed Stone, Crushed Gravel, and Crushed Concrete

<u>Sieve Size</u>	<u>Option 1</u> Percent Passing	<u>Option 2</u> Percent Passing
3 inches (75 mm)	100	
2 1/2 inches (63 mm)	95 ± 5	100
2 inches (50 mm)	60 ± 15	93 ± 7
1 1/2 inches (37.5 mm)	15 ± 15	55 ± 20
1 inch (25 mm)	3 ± 3	8 ± 8
1/2 inch (12.5 mm)		3 ± 3

Geotechnical fabric for ground stabilization shall be nonwoven and meeting the requirements of Article 1080.02 of the Standard Specifications may be necessary dependent upon subgrade soil conditions. The Engineer shall make the determination if Geotechnical fabric utilization is necessary.

CONSTRUCTION REQUIREMENTS

Unstable and/or unsuitable soil shall be excavated according to Article 502.11 of the Standard Specifications. Rockfill shall be placed following the excavation of the unstable and/or unsuitable material. The maximum nominal thickness when compacted shall be 24 in. (600 mm). Each lift of aggregate shall be compacted to the satisfaction of the Engineer.

The rockfill shall be capped with material meeting the aggregate gradations of CA 07 or CA 11 according to Article 1004.01. The minimum cap thickness shall be 3 in. (75 mm).

The fabric, if required, shall be installed according to the applicable portions of Section 210 of the Standard Specifications.

METHOD OF MEASUREMENT

Rockfill will be measured for payment in cubic yards.

Geotechnical fabric for ground stabilization will be measured for payment according to Article 210.05 of the Standard Specifications.

BASIS OF PAYMENT

Rockfill will be paid for at the contract unit price per cubic yard (CU YD) for ROCKFILL.

Geotechnical fabric for ground stabilization will be paid for according to Article 210.06 of the Standard Specifications. When the contract does not contain a pay item for the fabric and this item is required, it will be paid for according to Article 109.04 of the Standard Specifications.

Box culverts, removal and disposal of unstable and unsuitable materials, porous granular bedding material, and the excavation required for bedding will be paid for according to Section 540 of the Standard Specifications.

END OF SPECIAL PROVISION SP-16

SP-17 STAINING CONCRETE STRUCTURES

DESCRIPTION

This work shall consist of providing and applying a concrete stain to exposed fascia surfaces of the three-sided structure.

GENERAL REQUIREMENTS

At least three (3) different stain colors shall be used on cast stone concrete surfaces to accurately simulate the appearance of real stone, including the multiple colors, shades, flecking and veining that is apparent in real stone. It shall also demonstrate the colors that may be apparent from aging, such as staining from oxidation, rusting and/or organic staining from soil and/or vegetation.

Exposed bare concrete surfaces outside the limits of form liner shall be stained a solid color to match the coloring of mortar in joints between the form lined patterns.

SUBMITTALS

Color samples for stain color selection shall be submitted for approval by Engineer as coordinated with the FPDDC.

MATERIALS

Deliver stain materials in original and sealed containers, clearly marked with the manufacturer's name, brand name, type of material, batch number, and date of manufacture. Store concrete stain materials in an area where temperatures will not be less than 50°F (10°C) or more than 100°F (38°C) and in accordance with OSHA and local Fire Code Requirements.

If the contractor elects to use form ties for concrete forming, only fiberglass form ties will be permitted. Use of the removable metallic form ties will not be allowed.

QUALIFICATIONS OF CONTRACTOR

The concrete stain applier shall have a minimum of five (5) years demonstrated experience in applying stains to simulate rock. The contractor shall submit evidence of appropriate experience, job listings, and project photographs from previous work.

CONCRETE STAIN

Special penetrating stain mix as provided by manufacturer, shall achieve color variations discussed herein and as required by the Engineer. The Contractor shall coordinate with the FPDDC regarding the desired stain colors and overall appearance. Submit manufacturer's literature, certificates and color samples to the Engineer. The Contractor shall not purchase materials prior to receiving written approval from the Engineer.

Stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering. Stain mix shall be water borne, low V.O.C. material, less than 1.5 lb/gal, and shall meet requirements for weathering resistance of 2000 hours accelerated exposure.

APPLYING COLOR STAIN

Applying Color Stain. Color Stain Application shall only occur after surfaces are cleaned to ensure that surface is free of latency, dirt, dust, grease, efflorescence, paint or other foreign material, following manufacturer's instructions for surface preparation. DO NOT SANDBLAST SURFACE. Preferred method to remove latency is pressure washing with water, minimum 3000 psi (a rate of three to four gallons per minute), using fan nozzle perpendicular to and at a distance of one or two feet from surface. Completed surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.

Surfaces to receive stain shall be structurally sound, clean, dry, fully cured, and free from dust, curing agents or form release agents, efflorescence, scale or other foreign materials. Methods and materials used for cleaning of substrate shall be as recommended by the manufacturer of the water-repellant stain. Concrete shall be at least 28 days old prior to concrete stain application. Curing agents must be removed a minimum of 14 days prior to coating to allow the concrete to dry out.

The stain shall be thoroughly mixed in accordance with the manufacturer's directions using an air-driven or other explosion-proof power mixer. Mix all containers thoroughly prior to application. Do not thin the material.

Materials shall be applied at the rate as recommended by the manufacturer. Absorption rates could be increased or decreased depending upon surface texture and porosity of the substrate so as to achieve even staining.

Temperature and relative humidity conditions during time of concrete stain application shall be per manufacturer's application instructions. Do not apply materials under rainy conditions or within three (3) days after surfaces become wet from rainfall or other moisture. Do not apply when weather is foggy or overcast. Take precaution to ensure that workmen and work areas are adequately protected from fire and health hazards resulting from handling, mixing and application of materials. Furnish all the necessary equipment to complete the work. Provide drop clothes and other forms of protection necessary to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered, shall be cleaned, restored or replaced to the satisfaction of the Engineer.

Avoid staining the "mortar joints" between the simulated stones by providing suitable protection over the joints during the staining process. Any "mortar joints" which have been stained, shall be cleaned or restored to the satisfaction of the Engineer.

Schedule the color stain application with earthwork and back-filling of any wall areas making sure that all simulated stone texture is colored to the minimum distance below grade. Coordinate work to permit coloring applications without interference from other grades. Where exposed soil or pavement is adjacent which may spatter dirt or soil from rainfall, or where surface may be subject to over-spray from other processes, provide temporary cover of completed work.

METHOD OF MEASUREMENT

This work shall be measured and paid for in place and the area computed in square feet of actual concrete surface area color stained as specified herein.

BASIS OF PAYMENT

Staining of the form lined surfaces will be paid for at the contract unit price per Square Foot (SQ FT) for STAINING CONCRETE STRUCTURES. The unit price bid for these items shall include all labor and material costs associated with staining.

END OF SPECIAL PROVISION SP-17

SP-18 LOAD POSTING SIGN

DESCRIPTION

Work shall consist of furnishing and installation of load posting signs at the bridges.

WORK REQUIREMENTS AND METHODS

GENERAL

This work shall include all components of the sign including the sign panel, sign post, and mounting hardware.

SIGN PANEL

This work shall be in accordance with applicable portions of section 720 of the standard specifications with the following revisions.

The back of all sign panels shall be marked with "FPDDC" instead of "IDOT" as specified in section 720.03.

All sign panels shall have type AP retroreflective sheeting.

Sign panels shall comply the *Manual on Uniform Traffic Control Devices* sign R12-1. The sign panel shall contain the text "WEIGHT LIMIT 10 TONS", where "10" is replaced with the appropriate number as identified on the plans. The sign panel shall be a vertical rectangular sign with exterior dimensions of 24" x 30".

SIGN POST

This work shall be in accordance with applicable portions of section 729 of the standard specifications with the following revisions.

METHOD OF MEASUREMENT

This work shall be measured for payment in place per each (EACH) for LOAD POSTING SIGN. Each LOAD POSTING SIGN shall include the sign panel, sign post, and mounting hardware and these components shall not be measured separately for payment.

BASIS OF PAYMENT

LOAD POSTING SIGN shall be paid for at the contract unit price per each (EACH) which shall include all materials, labor, and equipment, as required.

END OF SPECIAL PROVISION SP-18

SP-19 COBBLE SILL

DESCRIPTION

This work shall consist of the construction of a COBBLE SILL in the stream bottom at a location to be field located by the Engineer in accordance with the special provisions, plan details, and as directed by the Engineer.

MATERIALS

Material to construct the COBBLE SILL shall be as shown on the plan details and drawings and in accordance with the material requirements for COBBLE, 2" TO 12" in the BANK STABILIZATION (TYPE 2 AND TYPE 3) special provision.

WORK REQUIREMENTS AND METHODS

The COBBLE SILL is the width of the channel bottom perpendicular to flow with the entire structure measuring 20 feet along (approximately) across the channel centerline from end to end. The terminus ends of the COBBLE SILL will follow the grade of both the associated banks for 5' and to the excavated depths as shown in the plan detail. The final grade of the COBBLE SILL will match the existing grade of the up and downstream bed. The finished grade of the COBBLE SILL shall not protrude higher than the stream bed as to not cause an impediment.

The Contractor shall excavate the subgrade as a trench to a depth that provides a minimum of a 24" deep x 48" wide of cobble as shown on the plans. COBBLE SILL shall be constructed of clean COBBLE, 2" TO 12", mixed with SAND AND GRAVEL MIX. Cobble will be placed directly on excavated subgrade.

The terminus ends of the COBBLE SILL will be incorporated into to Type 1, 2, or 3 banks as shown on the plans. Terminus end in the Type 1 bank will have SAND AND GRAVEL MIX spread wider than the trench to key in the bank as shown in the plan details.

All placed material will be "tamped" with the installation bucket to assist in settling of the placed materials.

METHOD OF MEASUREMENT

This work shall not be measured for payment.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price lump sum (L SUM) for COBBLE SILL which shall include all labor, equipment, and materials necessary to complete the work as specified, including but not limited to excavation, subgrade preparation, bedding, cobble and cobble placement, the tamping, and mixing of all materials.

END OF SPECIAL PROVISION SP-19

SP-20 BARRIER FENCE

DESCRIPTION

This work shall consist of all labor, tools, equipment and materials to remove existing fence posts, furnish and erect a decorative fence barrier, and extend an existing welded wire fence in locations shown on the plans.

MATERIALS

Material to construct the fence include two, 4" x 4", or 5" x 5" composite posts in a neutral color with decorative post caps, 5' black PVC-coated chain with at least 7/32" thickness, brackets, 6' heavy-duty steel fence t-posts at least 1-3/4" thick with anchor plates, 4' galvanized welded wire fence with 2" x 4' mesh, and other accessories necessary to complete the work as described in the plans and directed by the Engineer.

WORK REQUIREMENTS AND METHODS

All stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed before starting fencing operations. Any trees or brush needing removal shall be approved by the Engineer prior to removal.

Composite posts shall be placed 4' apart at locations directed by the Engineer. PVC-coated chain shall be secured to each composite post 3' above ground. Steel fence t-posts and welded wire shall be installed and connected to extend an existing fence by approximately 10' for continuity. All posts shall be buried 2' into the ground with 4' above ground.

The welded wire fence shall be firmly attached to the steel t-posts. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric 1-2" from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

METHOD OF MEASUREMENT

This work shall not be measured for payment.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price lump sum (L SUM) for BARRIER FENCE which shall include all labor, equipment, and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-20

SP-21 TEMPORARY COFFERDAMS AND DEWATERING

DESCRIPTION

This work shall include the furnishing of all labor, tools, equipment, and materials for multiple temporary cofferdam installations, maintenance, and removal upon completion of work. This work shall also consist of furnishing all labor, tools, equipment, and materials to install, maintain, and operate all necessary dewatering systems to remove water from the work areas within a temporary cofferdam such that work can be completed in the dry during construction operations. This work shall also include all necessary erosion control management and effluent treatment work associated with dewatering activities.

The CONTRACTOR shall be responsible for the choice of the product(s) and equipment; for installation, maintenance, and subsequent removal of the temporary cofferdams and dewatering systems and safety and conformity with local codes, regulations, and these Specifications, as well as “means and methods” for the cofferdam and dewatering system installations, maintenance, and removal subject to the review of the ENGINEER and Kane-DuPage Soil and Water Conservation District. All products and “means and methods” selected shall be adequate for the intended use/application and within the construction limits represented on the plans. The ENGINEER’s review does not relieve the CONTRACTOR from compliance with the requirements of the Drawings, Specifications, and the requirements of this special provision.

The CONTRACTOR shall not be allowed any additional compensation for any damage to materials, equipment, or work in progress in the event that the cofferdam is overtopped for any reason.

WORK REQUIREMENTS AND METHODS

TEMPORARY COFFERDAM

The temporary cofferdams shall satisfy the applicable portions of Article 502.06 of the Standard Specifications for Road and Bridge Construction. The temporary cofferdams shall be non-erodible, shall create a watertight enclosure, and shall be maintained such that work can be completed in the dry.

The cofferdams shall be designed to provide protection of the work areas for a minimum flood stage per the chart on Sheet EC 1.06 of the Plans, representing approximately a 2-year return frequency storm. The Contractor shall also demonstrate that the cofferdams will not adversely affect off-site lands in events up to and including a 100-yr flood event.

The cofferdams and any associated systems shall be the responsibility of the CONTRACTOR. The proposed temporary cofferdams shall be designed to remain in place for the amount of time it takes to complete all improvements in the coffered area.

DEWATERING

The CONTRACTOR shall identify the proposed dewatering method to be used and submit for review and approval by the ENGINEER prior to starting any in-stream work. In-stream work shall take place only during dry or manageable conditions unless otherwise allowed by the ENGINEER. Concentrated flow shall be isolated from the work area.

The CONTRACTOR shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the CONTRACTOR, subject to review by the ENGINEER. The CONTRACTOR shall ensure that downstream water quality shall not be impaired and that further erosion is not created.

Water pumped or drained from the worksite shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. No water shall be discharged directly into the creek, without treatment to remove suspended solids. The turbidity of the pump effluent may not exceed the turbidity of the water unaffected by construction activities which is naturally entering the site. Treatment type and discharge water quality standards shall be coordinated with the ENGINEER. Testing shall be done at the request of the ENGINEER.

No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the CONTRACTOR. The CONTRACTOR will have up to 24 hours to modify systems such that future damages and/or violations do not occur. In the event that the above requirements are not met, the CONTRACTOR will be notified that the activities represent a violation of the Owner's permit, and as a result, enforcement process will be initiated. Should any monetary penalty be assessed by regulatory agencies, it will be the sole responsibility of the CONTRACTOR in the form of a deduction from any monies due the CONTRACTOR as part of this contract. The CONTRACTOR is responsible for providing any and all labor, materials and equipment needed for the dewatering in order to meet the scheduled completion of the project.

The CONTRACTOR is responsible to notify and coordinate with the ENGINEER the shut-down of the dewatering system. CONTRACTOR shall provide the ENGINEER 48 hours advanced notice prior to the scheduled date of shut down of the system. The purpose of this coordination is for the ENGINEER to ensure that all work designated for the project within the coffered area is accounted for, satisfactorily complete, and measured and surveyed as an "as built" construction.

SUBMITTALS

The CONTRACTOR shall submit drawings and design calculations showing the proposed design, method of construction, removal, as well as all other details for the construction of the cofferdam. The design and method of construction shall provide necessary clearance for completion of the work, pumping, and protection of the inside of the cofferdam from rising water. These drawings shall be prepared and submitted the ENGINEER. Installation of the cofferdam shall not begin prior to approval by the ENGINEER.

The CONTRACTOR shall submit to the ENGINEER for review a description of dewatering techniques and equipment to be used, together with detail drawings showing items such as, but not limited to type of pumps, pump size, lengths and sizes of discharge piping, effluent treatment methods, and points(s) of discharge including erosion control procedures. Changes to the site dewatering plan are to be reviewed by the ENGINEER. The ENGINEER's review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the part of ENGINEER.

TEMPORARY STREAM BYPASS

It is anticipated that the cofferdam will be staged and that the cofferdam will encompass only one side of the channel at a time. The Contractor, however, may submit alternative concepts and plans for approval. If the contractor elects to coffer flow across the entire stream and bypass all

stream flow around the work zone, by pumps or other means, the contractor must submit for approval a plan for bypassing the stream. This must demonstrate that the bypass system has capacity for diverting normal flows and a contingency plan for accommodating flood flows to protect upstream landowners from flooding caused by a cofferdam. This must be submitted for approval in addition to the requirements listed elsewhere in this special provision. Bypass system plans must be approved by DuPage County and the ENGINEER.

CONSTRUCTION

The CONTRACTOR shall verify locations of all underground utilities before cofferdam installation. Any disturbance or damage to existing structures, utilities, or other property, caused by the CONTRACTOR'S operation, shall be repaired by the CONTRACTOR in a manner satisfactory to the ENGINEER at no additional cost to the contract. The CONTRACTOR shall be responsible for determining the appropriate equipment necessary for proper installation according to the CONTRACTOR'S approved design. When an obstruction is encountered that is preventing the proper installation of the cofferdam, the CONTRACTOR shall notify the ENGINEER and upon concurrence of the ENGINEER, the CONTRACTOR shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where its presence was not obvious or specifically noted on the plans prior to bidding and requires additional excavation or other procedures to remove or miss the obstruction. The cofferdam shall remain in place until the ENGINEER determines it is no longer required.

METHOD OF MEASUREMENT

This work shall not be measured separately for payment.

BASIS OF PAYMENT

This work will be paid for at the contract unit price for lump sum (L SUM) for TEMPORARY COFFERDAMS AND DEWATERING which shall include all necessary labor, equipment, materials, necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-21SP-20

SP-22 DEBRIS REMOVAL

DESCRIPTION

Work shall consist of removal and disposal of concrete structures and natural debris in Spring Brook as encountered. Concrete debris is known in proximity to the private bridge at the end of Morris Ct. and near the confluence of Spring Brook and the West Branch of the DuPage River. Natural debris is known throughout the creek corridor.

WORK REQUIREMENTS AND METHODS

Concrete debris above the stream bed shall be removed. Excavation below the stream bed is prohibited.

Natural debris shall be removed from the stream and stream banks to provide cobble and boulder contact with banks in accordance with Type 2 and Type 3 treatments indicated in the Plans.

Debris removal shall be conducted so that no debris or equipment contacts the existing private bridge. Labor, material, and equipment necessary to ensure this requirement is met, shall be considered incidental and shall not be paid for separately.

Disposal of all materials shall be in accordance with article 202.03 of the Standard Specifications. Material shall be disposed of offsite unless otherwise directed by Engineer.

METHOD OF MEASUREMENT

This work shall not be measured for payment.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price (L SUM) for DEBRIS REMOVAL, which shall include all labor, equipment, materials, and disposal necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-22

SP-23 BANK STABILIZATION (TYPE 1)

DESCRIPTION

Work shall consist of vegetation management to stabilize stream banks through native vegetation establishment in locations shown on the plans.

WORK REQUIREMENTS AND METHODS

Native plant communities are established in some locations labeled as Type 1 treatment in the plans, and therefore, not all locations labeled as Type 1 treatment may require herbicide, planting, or seeding. Specific locations for treatment shall be approved by Engineer.

This work shall be completed in accordance with Special Provisions for SEED PREPARATION HERBICIDE, BANK ENHANCEMENT PLANTING, BANK ENHANCEMENT SEEDING and MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES.

METHOD OF MEASUREMENT

This work shall not be measured for payment.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price for SEED PREPARATION HERBICIDE (ACRE), BANK ENHANCEMENT PLANTING (EACH), BANK ENHANCEMENT SEEDING (ACRE) and MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES (ACRE), which shall include all labor, tools, materials, and equipment necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-23

SP-24 BANK STABILIZATION (TYPE 2 AND TYPE 3)

DESCRIPTION

Work shall consist of furnishing and installing sand, gravel, cobble, and boulders on stream banks in accordance with the plan details and in locations as shown on the plans.

MATERIALS

Sand and Gravel Mix

The sand and gravel mix shall be of rounded river-run material. The sand and gravel mix shall have a D_{50} of between 1.75" to 2.25" with a maximum diameter of 2" and contain no more than 20% fines (passing No. 230 U.S. sieve). Fines shall be sand and not clay.

Cobble, 2" to 12"

Cobble shall be natural occurring stone either river-run or bank run or glacial deposit, generally round and screened to remove fraction less than 2-inches. Angular, Crushed or quarried stone shall not be acceptable. The 2" to 12" cobble shall have a D_{50} of 8". The stone shall be reasonably free of laminations, seams, cracks and other structural defects or imperfections tending to destroy its resistance to weather.

Boulders, 12" to 16"

Boulders shall be natural occurring stone either river-run or bank run or glacial deposit, generally round and screened to remove fraction less than 12-inches. Angular, Crushed or quarried stone shall not be acceptable. The 12" to 16" boulders shall have a D_{50} of 14". The stone shall be reasonably free of laminations, seams, cracks and other structural defects or imperfections tending to destroy its resistance to weather.

APPROVAL OF SOURCE MATERIAL

The Engineer shall be given 48-hours' notice prior to loading of the source of materials, and the Contractor shall supply pictures (samples preferred) of the material stockpiles at the proposed source. Pictures shall be provided with a representative measuring device in the picture to illustrate the sizes available. The Engineer may approve or reject the materials sources if they do not meet these specifications based on pictures or a site visit, or if cobble and boulders delivered deviate substantially from representations made by the Contractor including pictures.

CONSTRUCTION METHODS

Minor earth excavation and bank shaping shall be performed to facilitate material placement and provide a final slope of not greater than 3:1. Excavated material may be placed and graded onsite or hauled and disposed offsite at the direction of the Engineer. Hauled and disposed material shall conform to Article 202 of the Standard Specifications.

Cobble shall be placed by excavator or loader bucket so as not to disturb underlying bedding material. It is understood that some shaping of the banks shall be performed to provide a final slope of not greater than 3:1. Hand sorting of cobble around boulders to fill in spaces shall be required as directed by the Engineer. The material shall be reasonably uniformly placed with no piles left on the finished surface.

METHOD OF MEASUREMENT

Bank stabilization will be measured for payment in lineal feet (FOOT) of material placed and accepted by the Engineer.

Removal and disposal of excess material will be measured for payment in cubic yards (CU YD) of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL as evidenced by load tickets or other evidence approved by the Engineer.

BASIS OF PAYMENT

The work to supply and place sand, gravel, cobble, and boulders will be paid for at the contract until price per lineal foot (FOOT) for BANK STABILIZATION, TYPE 2 and BANK STABIAZATION, TYPE 3, which price shall include the cost of excavation, furnishing, transporting, placing, spreading, and hand sorting materials including all labor, tools, equipment and incidentals necessary to complete the work as specified.

Removal and disposal of unsuitable material will be paid for at the contract until price per cubic yard (CU YD) for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

END OF SPECIAL PROVISION SP-24

SP-25 SAND, GRAVEL, COBBLE AND BOULDERS

DESCRIPTION

Work shall consist of furnishing and installing sand, gravel, and cobble on stream banks and on the project site as directed by the Engineer. Material stockpiles amounts will be approved by the engineer on an as-needed basis.

MATERIALS

Materials shall be in accordance with Bank Stabilization (Type 2 and Type 3) Special Provision.

APPROVAL OF SOURCE MATERIAL

Approval shall be in accordance with Bank Stabilization (Type 2 and Type 3) Special Provision.

CONSTRUCTION METHODS

SAND AND GRAVEL MIX, COBBLE 2" TO 12", and BOULDERS 12" TO 16" shall be placed and scattered by excavator or loader bucket to serve as additional armament at locations observed in the field and/or directed by the Engineer. SAND AND GRAVEL MIX may be mixed prior to loading or placed on top of cobble.

METHOD OF MEASUREMENT

Sand, gravel, cobble, and boulders will be measured for payment in tons (TON) of material placed and accepted by the Engineer. Load tickets to be supplied to Engineer.

BASIS OF PAYMENT

The work to supply and place sand, gravel, cobble, and boulders will be paid for at the contract until price per tons (TON) for SAND AND GRAVEL MIX, COBBLE, 2" TO 12", and BOULDERS 12" TO 16", which price shall include the cost of furnishing, transporting, spreading, placing and hand sorting materials including all labor, tools, equipment and incidentals necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-25

SP-26 BOULDERS, 24" TO 36"

DESCRIPTION

Work shall consist of furnishing and installing boulders in stream to enhance riffles in accordance with the plan details and at locations directed by the Engineer.

MATERIALS

Boulders shall be natural occurring having a minimum size class of twenty-four (24) inches and a maximum size of thirty-six (36) inches. The 24" to 36" cobble shall have a D_{50} of 30". Measurement shall be of the median dimension of the boulder, averaging the smallest and largest axis. The boulder(s) shall be smooth and generally round and/or oval in shape where the minimum dimension through the center of the boulder shall not be less than 80% of the greatest dimension also measured through the center of the boulder. The stone shall be reasonably free of laminations, seams, cracks and other structural defects or imperfections tending to destroy its resistance to weather. Crushed or quarried stone shall not be acceptable.

APPROVAL OF SOURCE MATERIAL

The Engineer shall be given 48-hours' notice prior to loading of the source of materials, and the Contractor shall supply pictures of the material stockpiles at the proposed source. Pictures shall be provided with a representative measuring device in the picture to illustrate the sizes available. The Engineer may approve or reject the materials sources if they do not meet these specifications based on pictures or a site visit, or if boulders delivered deviate substantially from representations made by the Contractor including pictures.

METHOD OF MEASUREMENT

This work will be measured for payment in place in tons (TON) as evidenced by load tickets from an approved scale or other evidence approved by the Engineer.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per ton (TON) for BOULDERS, 24" to 36", which shall include all labor, equipment, and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-26SP-22

SP-27 LIMESTONE BANK STABILIZATION

DESCRIPTION

This Work shall consist of protecting shoreline side slopes against instability and erosion by placement of flagstone materials.

MATERIALS

The stone used for this Work shall be that known commercially as “Wisconsin Flagstone” and shall meet the requirements for medium density (135-160 lb/ft³) Class II Limestone Building Stone, as specified in ASTM C568. The individual stones may vary in size as follows:

DIMENSION	RANGE OF SIZE	AVERAGE SIZE
Stone Width	42 to 54 inches	48 inches
Stone Depth	24 to 30 inches	27 inches
Stone Thickness	4 to 8 inches	6 inches

SUBMITTALS

The Contractor shall furnish a full-size sample of the proposed stone to be used for this Work, which must be approved by the Owner prior to shipment of the remaining stones. The sample will be inspected by the Owner at the job site.

CONSTRUCTION REQUIREMENTS

Prior to placement of the CA-7 bedding material, the CA-1 foundation toe support must be installed, as shown in the Plans. The flagstones shall be placed in random joint patterns, with the long joints running in the horizontal direction. The intent is to make the slope protection look like a natural rock outcropping as much as possible. The individual stones shall be placed such that the top surface of adjoining stones are flush with each other. The stones will not need to be mortared together, but a layer of geotextile fabric is to be placed between the CA-7 bedding and the flagstone, to prevent the migration of bedding material through the joints of the flagstone.

METHOD OF MEASUREMENT AND PAYMENT

This work shall be paid for at the contract unit price (L SUM) for LIMESTONE BANK STABILIZATION, which shall include all labor, equipment, materials, and disposal necessary to complete the work as specified. The related items for CA-7 (Flagstone Bedding) and CA-1 (Flagstone Toe Support), and geotextile fabric will not be measured separately for payment but will be considered incidental to the pay item for LIMESTONE BANK STABILIZATION.

END OF SPECIAL PROVISION SP-27

SP-28 LIMESTONE TRAIL SURFACE

DESCRIPTION

This work shall consist of refurbishing the surfaces of existing trails that may be damaged during the course of construction, by furnishing, placing, shaping and compacting limestone screenings. This work shall consist of all materials, tools, equipment and labor necessary to provide a crowned trail surface, suitable for multiple uses.

MATERIALS

The crushed limestone screenings shall conform to IDOT gradation FA-5, and meet requirements of Article 402.

WORK REQUIREMENTS AND METHODS

Before the surface aggregate is placed on the trail, any ruts, caked earth, or other undesirable surface matter will be removed with the blade of a motor grader. Before the aggregate is deposited on the prepared trail with a spreader, it shall contain sufficient moisture to provide satisfactory compaction. The spread aggregate shall be compacted with a roller to a thickness of two inches (2"), to the satisfaction of the Owner's Engineer. If the moisture content of the material is not such as to permit satisfactory compaction, water shall be added in such a quantity so that satisfactory compaction can be obtained. If any sub grade material is worked into the surface aggregate during the finishing operation, all granular material within the affected areas shall be removed and replaced with new aggregate. The limestone screenings shall be sloped away from a crowned centerline for positive drainage. The limestone screenings shall be placed and compacted in accordance with Article 402 of the *IDOT Standard Specifications*.

METHOD OF MEASUREMENT

This work will be measured for payment in place in SQUARE YARDS (SQ YD).

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per SQUARE YARDS (SQ YD) for LIMESTONE TRAIL SURFACE, 2" which shall include trail preparation and furnishing, placing, shaping and compacting the aggregates and all labor, equipment, and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-28

SP-29 HOT-MIX ASPHALT SURFACE COURSE, MIX “D”, IL-9.5, N70, 2”

DESCRIPTION

This work shall consist of refurbishing the surfaces of existing trails that may be damaged during the course of construction, by milling and replacing 2” of hot-mix asphalt (HMA) surface course on a prepared base. Work shall generally comply with article 406 of the standard specifications except as modified below.

MATERIALS

Materials shall be in accordance the applicable portions of article 406 of the Standard Specifications.

WORK REQUIREMENTS AND METHODS

Work shall be in accordance with the applicable portions of article 406 of the Standard Specifications.

Contractor will be required to place the wearing surface with power propelled equipment. Free dumping of material and hand placing of the surface course materials will not be allowed.

METHOD OF MEASUREMENT

This work will be measured for payment in square yards (SQ YD) in accordance with applicable portions of article 406 of the Standard Specifications.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per square yard (SQ YD) as HOT-MIX ASPHALT SURFACE COURSE, MIX “D”, IL-9.5, N70, 2”, which shall include bituminous materials (Tack Coat), HMA surface materials, and all labor, tools, equipment, and incidentals to complete the work as specified.

Temporary Ramps will be considered incidental to the various pay items and will not be paid for separately.

END OF SPECIAL PROVISION SP-29

SP-30 MISCELLANEOUS WATER INTAKE SPECIFICATIONS

DESCRIPTION

This work shall consist of furnishing, installing, and connecting two catch basins and modification to an existing wet well in accordance with the applicable portions of Standard Specifications and as indicated on the plans.

The following items shall conform to the referenced Section of the Standard Specifications.

<u>Item Description</u>	<u>Standard Specification</u>
Catch Basin, TY C, 2'-DIA, TY8.....	602
Catch Basin, TY D, 4'-DIA, CL.....	602
PVC, Schedule 40, 6"-DIA.....	550

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

For catch basins listed above, the measurement and payment for all work necessary to complete each item will be made at the contract unit price each (EACH) for CATCH BASIN, TY C, 2'-DIA, TY8, and CATCH BASIN, TY D, 4'-DIA, CL. For PVC listed above, the measurement and payment for all work will be made at the contract unit price per lineal foot (FOOT) for PVC, SCHEDULE 40, 6"-DIA described in the Standard Specifications.

END OF SPECIAL PROVISION SP-30

SP-31 SEED PREPARATION HERBICIDE

DESCRIPTION

Work shall consist of the application of herbicide to control existing invasive and non-native vegetation prior to seeding to ensure seed contact with soil.

MATERIALS

Herbicide shall be Rodeo, or equivalent aquatic-safe glyphosate herbicide.

WORK REQUIREMENTS AND METHODS

Since many non-native and weedy species are currently present at the site, it may be necessary to pretreat some areas prior to SEEDING, as approved by the Engineer. Rodeo, or equivalent aquatic-safe herbicide, shall be used to perform weed control along with an appropriate additive to achieve ninety eight percent (98%) kill of all targeted invasive species within the planting zones, prior to any planting for each scheduled application.

Weed control shall be completed in sufficient time to allow evidence of an adequate kill to be present prior to seed installation and shall be timed so that non-native and weedy plants do not have excess time to reemerge prior to completion of planting of the specific phase. If the Contractor does not achieve a ninety eight (98%) kill or reemerge of non-native and weedy plant species in any area for each scheduled application the Contractor shall repeat the prescribed activities as necessary to meet performance standards, at no additional cost. The re-treatment(s) shall occur within a time period agreeable to the Owner, using methods and materials agreeable to the Owner and Engineer.

The actual area requiring weed control prior to planting will be determined based on field observation during the growing season.

Certain invasive species may require additional applications or other herbicide types to achieve adequate kill. All herbicide types shall be approved by the Owner prior to application. The Contractor must supply all materials, equipment and labor necessary to perform the plant control as specified and directed by the Engineer. Herbicide shall be applied by State Licensed Operator or Applicator. A copy of valid license (State of Illinois Department of Agriculture Pesticide Applicator and Operator) for all persons applying herbicide shall be provided to the Owner. All work shall be conducted by staff experienced in conducting weed eradication within local natural areas. Prior to applying chemicals, the Contractor must supply a copy of the label to the Engineer and receive written approval from the Owner to use that chemical.

Low ground pressure terrestrial equipment (i.e. agricultural boom sprayer, ATV boom and pistol sprayer, Tractor boom and pistol sprayer, etc.) may be used to apply herbicide. However all equipment used by the Contractor must be approved by the Owner prior to use. The Engineer may require trial runs of the equipment to verify application rates or to determine whether or not the equipment will eradicate the designated species only and not harm desirable species.

METHOD OF MEASUREMENT

This work will not be measured for payment.

BASIS OF PAYMENT

SEED PREPARATION HERBICIDE, which shall include all labor, equipment, materials, maintenance, and removal necessary to complete the work as specified, shall not be paid for separately and shall be paid for in SEEDING, of the type specified.

END OF SPECIAL PROVISION SP-31

SP-32 EROSION CONTROL BLANKET

DESCRIPTION

This work shall consist of furnishing, transporting, placing, securing and maintaining erosion control blanket over recently seeded areas.

MATERIALS

The following supplier and type of EROSION CONTROL BLANKET materials has been pre-approved by the District. Any other proposed substitutions must be pre-approved by the Engineer prior to installation.

Product Description:	S75BN
Composition:	100% Straw Fiber
Netting & Thread:	Single Net – 100% Biodegradable
Weight:	0.5 lbs. per SY
Functional Longevity:	12 months
Manufacturer:	Tensar/North American Green

WORK REQUIREMENTS AND METHODS

Erosion control blanket shall be installed within 24 hours after proper seedbed preparation and placement of seed. Prior to placing the blanket, the areas to be covered shall be free of rocks, stones, or clods greater than 1 ½" diameter and sticks or other foreign matter that would prevent close contact between the blanket and the seedbed. The blanket shall be laid out flat, evenly, and smoothly, without stretching the material. Fasteners shall be Tensar/North American Green biodegradable Wood EcoStake (12") in all turf seed areas and native seed areas, or other biodegradable stake approved by Engineer, and shall be installed in strict accordance with the manufacturer's installation instructions.

Locations for EROSION CONTROL BLANKET will be field determined and a nominal quantity has been added to the plans for this work.

METHOD OF MEASUREMENT

This work shall be measured for payment in place, in square yards (SQ YD) based on the actual surface area covered.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per square yard (SQ YD) for EROSION CONTROL BLANKET, which shall include all labor, equipment and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-32

SP-33 TEMPORARY EROSION CONTROL SEEDING

DESCRIPTION

This work shall consist of preparing placing temporary seed and other materials required in seeding operations to provide temporary soil stabilization as shown in the plans or as directed by the engineer.

MATERIALS

Materials shall be in accordance with the Standard Specifications, article 250.07, Seeding Mixtures – Table 1, and applicable portions of article 1081.

WORK REQUIREMENTS AND METHODS

All work, materials and equipment shall conform to Articles 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed and comprised of oats (*Avena sativa*) and Canada Wild Rye (*Elymus canadensis*). Seed shall be applied at a rate of 40 lbs/acre for oats and 5 lbs/acre for Canada Wild Rye.

Class 7 seed mix shall NOT be used.

Contractor shall approve the timing of seed installation with the Engineer prior to installation. Any temporary erosion control seeding installed without written approval of the Engineer shall not be paid for.

METHOD OF MEASUREMENT

This work shall be measured for payment in pounds (POUND) of seeding applied.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per pound (POUND) for TEMPORARY EROSION CONTROL SEEDING, which shall include all labor, equipment and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-33

SP-34 TREES AND SHRUBS

DESCRIPTION

This work shall consist of all material, tools, equipment and labor necessary to perform tree and shrub plantings of the type specified within the limits of areas specified on the plans and shall conform to articles 253 and 1081.01 of the *IDOT Standard Specifications* except where additional requirements are listed below.

MATERIALS

The woody plant species and quantities shall be "Shrubs" and "Trees", as designated on the Plans. Plant quality must meet the applicable standards set forth in *IDOT Standard Specifications*, Article 1081.02 and shall meet the requirements in the applicable sections of American Standard for Nursery Stock (ANSI Z60.1-2004), American Joint Committee on Horticultural Nomenclature "Standardized Plant Names," Plants of the Chicago Region (Indianapolis: Indiana Academy of Science, 5th edition, 2017). The plant species and quantity shall be as designated on the Seeding and Planting Lists in the Plan set.

All native species shall be local genotype and origin and shall be from a radius not to exceed 100 miles from the site. Proof of origin shall be presented to the Engineer at the site prior to installation.

Plants shall be nursery propagated in accordance with good horticultural practice. Collected stock or nursery grown wild plants will not be permitted. Plants from which plant propagation is taken may have been wild collected. All plants shall be healthy, free of all fungi and bacterial discoloration and deformities.

WORK REQUIREMENTS AND METHODS

LAYOUT OF PLANTING

Tree planting locations shall be coordinated with the District prior to planting. The locations shown on the plans are subject to change. Locations shall be determined solely at the District's discretion.

SCHEDULE

Planting times for woody plants shall be between April 1 and June 15 or between and September 15 and October 31.

DELIVERY AND INSTALLATION

Guarantee: Plant material shall remain alive and be in healthy, vigorous condition for the duration of entire project.

The Contractor shall provide the Engineer 48-hours' notice as to when the plants will be delivered to the site. Plants shall be delivered with legible labels stating the correct name and size of the plant, securely attached to individual plants or to bundles of like variety and size. If delays beyond the Contractor's control occur after delivery, plants shall be kept watered and protected from sun, wind, and mechanical damage.

Plants shall be handled at all times in accordance with the best horticultural practices. Plants handled otherwise will be subject to rejection by the Engineer. Plants shall not be bent, stacked

or bound in a manner that deforms roots or destroys natural shape. The Contractor shall examine and verify the acceptability of the job site and shall replace any rejected plants at his expense.

Inspection of plants will be made by the Engineer at final walk-through. Plants that do not meet requirements for final acceptance shall be removed and replaced as part of the initial planting installation, at the Contractor's expense.

Prior to elapse of the one-year guarantee period, tree wrap, and bracing shall be removed from all plant material, as directed by Engineer.

PLANT CARE

During the establishment period (90 days after installation or until June 1 if planted during the Fall Planting Window), the Contractor shall properly care for all plants including weeding, watering, debris removal, or other work which is necessary to maintain the health and satisfactory appearance of the plantings.

After the establishment period has been completed, a maintenance period will be in effect until the end of the maintenance period (final contract completion after achieving all performance criteria). General maintenance tasks during this period shall include additional watering, weeding, and mulch maintenance to sure performance standards are met. Annual inventories shall be made of living and dead Trees and Shrubs. Individuals that are dead shall be replaced annually and required to meet the performance criteria until the end of the maintenance period (final contract completion after achieving all performance criteria).

The Engineer may direct the Contractor to adjust the watering rate and frequency depending on weather conditions. The plants to be watered and the method of application will be approved by the Engineer. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

All requirements of proper care during the period of establishment and maintenance shall be included in the cost of the contract and shall be performed within 5 days following the notification by the Engineer.

PERFORMANCE STANDARDS

All trees and shrubs shall be alive and healthy at the end of the maintenance period (final contract completion after achieving all performance criteria). 100% of the planted trees and shrubs shall be alive, in healthy condition, and typical in size and habit for the species in the region of the country in which it is grown at the end of the maintenance period (final contract completion after achieving all performance criteria). Trees shall have symmetry, fullness of crow, six or more branches, a single or single dominant leader, free of branching to 6ft height for shade trees and 3ft for small upright trees (single stem) and a minimum of three or more main stems or trunks for clump or multi-stem trees.

SUBMITTALS

Plants shall be delivered with legible labels stating the correct name and size of the plant, securely attached to individual plants or to bundles of like variety and size. The grower must provide certification that plugs were obtained from a genetic source (provenance) within 100 miles of DuPage County.

METHOD OF MEASUREMENT

This work will be measured for payment in place for each (EACH) tree and shrub.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per each (EACH) for SHRUB, of the type specified or TREE, of the type specified which shall include all labor, equipment, and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-34

SP-35 NATIVE SEEDING

DESCRIPTION

This work shall consist of all material, tools, equipment and labor necessary to perform restoration seeding as called out in the plans and shall conform to Articles 250 and 251 of the *IDOT Standard Specifications* for seeding except as modified herein or on the plans.

MATERIALS

The native seed communities are designated on the Landscape and Planting Plan and Seeding and Planting List Sheets in the Plan set. The communities applicable to this special provision include: SAVANNA SEEDING, LEERSIA ORYZOIDES SEEDING FOR ARMORED BANK, BANK ENHANCEMENT SEEDING, WETLAND SEEDING, and STAGING AREA SEEDING. The District must approve variations in seed mixture in writing. Seed quality must meet the applicable standards set forth in *IDOT Standard Specification* 1081.04 and shall meet the requirements in the applicable sections of *Plants of the Chicago Region* (Indianapolis: Indiana Academy of Science, 5th edition, 2017) and Illinois Seed Law (PA 77-1332, 1972).

All seed must be obtained from a genetic source (provenance) within 100 miles of DuPage County. Proof of Origin shall be presented to the Engineer at the site prior to any seeding application.

Seed mixes shall be supplied in pounds of Pure Live Seed. **Each species shall be bagged and tagged individually for inspection (onsite or at a mutually agreed upon location) prior to installation.** Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the pounds of Pure Live Seed (PLS) specified. All species (grasses, sedge, and forbs) will be supplied at 100% PLS. Seed not compliant with PLS requirements will be augmented with additional quantities in order to compensate for lack of viability and achieve specified amounts of PLS.

Prior to installation, the Engineer shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site. The Engineer must approve all variations to seed mixture in writing.

WORK REQUIREMENTS AND METHODS

SCHEDULE

This work shall be completed during the same construction year in which stream stabilization activities are completed for the project area. Please see Table 1 in MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES Special Provision.

SEEDING CONDITIONS

Contractor shall examine the grade, verify the elevations and water levels, observe the conditions under which work is to be performed, and notify the Engineer of unsatisfactory conditions. Proceeding with the work constitutes acceptance of existing conditions, including current water levels and soil condition.

Contractor shall notify the Engineer at least two working days prior to seed installation and indicate the seed installation method to be used. After completion of seeding, Contractor shall provide

the Engineer with copies of all seed receipts and labels, notated with the date of seed installation, seed origin, % PLS, and conditions under which the seeding was performed.

SEEDING METHODS

No seed shall be sown during high winds, rain events, or when the ground is not in a proper condition for seeding, nor shall seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements.

Prior to starting work, seeders, trailers, and interseeders shall be cleaned (free of any previous seed, soil, or plant material, including tires), calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded or interseeded.

If site conditions are too wet to physically access the permanent seeding areas with a tractor and native seed drill without rutting and/or otherwise altering the proposed seeding and planting surface, an ATV or similar type equipment equipped with a broadcast seeder may be a viable seed installation alternative. Again, the broadcast seeder shall not rut and/or otherwise alter the proposed restoration area seeding and planting surface. For the floodplain and slope seeding area, it is anticipated that seed will be broadcast on the surface using an ATV or by hand due to the limited size and accessibility. Following seeding, the surface will be raked by hand to incorporate the seed into the soil. Grass/sedge mixtures and forb mixtures shall be as noted on the plans. Hydraulic seeding or hand broadcast seeding shall only be allowed as approved by the Engineer and only for inaccessible areas where the use of the equipment as specified is physically impossible. Hydraulic seeding shall utilize mulch.

SEEDING CARE & MAINTENANCE

During the establishment period, the Contractor shall properly care for the seeded area including weeding, watering, mowing, debris removal, or other work which is necessary to maintain the health and satisfactory appearance of the seeded area. All requirements of proper care during the period of establishment shall be considered as included in the cost of the contract and shall be performed within 5 days following the notification by the Engineer.

PERFORMANCE STANDARDS

Seeding native areas including SAVANNA SEEDING, LEERSIA ORYZOIDES SEEDING FOR ARMORED BANK, BANK ENHANCEMENT SEEDING, and WETLAND SEEDING shall meet the requirements of the performance standards in the MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES Special Provision.

SUBMITTALS

Provide seed labels from each species. **The Engineer shall inspect seed prior to installation, each species shall be bagged and tagged individually with original labels attached in the field or at a mutually agreed upon location.** Provide written certification that the seed has been obtained from the specified genetic source (provenance). An as-built vegetation map of the communities shall be developed and submitted at seeding completion.

METHOD OF MEASUREMENT

This work will be measured for payment in place in acres (ACRE) as determined by Contractor based on field measurements (representative hand measurements and/or GPS) and visual observation and approved by Engineer.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per acre (ACRE) for SEEDING, of the community specified, which shall include all labor, equipment, and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-35

SP-36 PLANTINGS

DESCRIPTION

This work shall consist of all material, tools, equipment and labor necessary to perform restoration plantings using the plugs list of the RIVER EDGE, ARMORED BANK, BANK ENHANCEMENT, and WETLAND within the limits of areas specified on the plans and shall conform to Articles 254 and 1081.02 of the *IDOT Standard Specifications* for planting perennial plugs except where additional requirements are listed below.

MATERIALS

The perennial plugs species and quantities shall be RIVER EDGE, ARMORED BANK, BANK ENHANCEMENT and WETLAND plantings as designated on the Planting Lists in the Plan set. Plug quality must meet the applicable standards set forth in *IDOT Standard Specifications*, Article 1081.02 and shall meet the requirements in the applicable sections of American Standard for Nursery Stock (ANSI Z60.1-2004), American Joint Committee on Horticultural Nomenclature "Standardized Plant Names," second edition, 1942 and Plants of the Chicago Region (Indianapolis: Indiana Academy of Science, 5th edition, 2017)

Soil volume in each plug cell shall be between 11 cu. in. and 18 cu. in and plants shall be substantially rooted in.

All native species shall be local genotype (provenance) and origin and shall be from a radius not to exceed 100 miles from the site. Proof of origin shall be presented to the Engineer at the site prior to installation.

Immediately following contract award and upon authorization of the Engineer, the Contractor shall begin plant material procurement. During the procurement period, the Contractor shall locate sufficient quantities of specified plant materials and set up growing or collecting contracts, if necessary, to ensure that the quantity and quality of plant material will be available during the planting window specified. If specified planting material is unavailable, the Engineer may consider substitutes. Adjustments will be made at no cost to the contract.

The planting stock shall comply with governmental regulations prevailing at the source of supply and the job site. All planting stock shall be nursery propagated in accordance with good horticultural practice. Collected stock or nursery grown wild plants will not be permitted. Planting stocks from which plant propagation is taken may have been wild collected. All planting stock shall be healthy, free of all fungi and bacterial discoloration, and deformities.

All container plant material shall be inoculated with mycorrhizal fungi. Container plants shall exhibit root growth sufficient to hold all soil intact when removed from container.

Plants shall be shipped with legible labels stating correct name and size of plant, securely attached to individual flats or bundles of plants. Shipping shall be scheduled to minimize on-site storage of plants. Planting stock shall not be shipped until the planting preparations have been completed. The Contractor shall notify the Engineer of all delivery times and subsequent plant deliveries. The Engineer shall be notified at least 48 hours prior to shipping.

WORK REQUIREMENTS AND METHODS

SCHEDULE

Planting times for native plug type plants shall be between May 1 and June 15 (ARMORED BANK, BANK ENHANCEMENT, and WETLAND communities) or between June 15 and September 15 (RIVER EDGE community) as scheduled in MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES Special Provision.

Supplemental planting(s) may occur during the maintenance period to fill in any bare locations or augment as determined necessary by the Engineer. If supplemental planting occurs it shall be paid at the established PLANTING unit prices of the respective community. Any supplemental plantings shall be paid out of the MISCELLANEOUS ITEMS ORDERED BY ENGINEER line item.

DELIVERY & HANDLING

The Contractor shall provide the Engineer 48-hours' notice as to when the plugs will be delivered to the site. If delays beyond the Contractor's control occur after delivery, plants shall be kept watered and protected from sun, wind, and mechanical damage. Dormant materials shall be stored in refrigerated compartment or environmentally controlled structures only, as approved by the Engineer, until plant installation. Plants shall be handled at all times in accordance with the best horticultural practices. Plants handled otherwise will be subject to rejection by the Engineer. Plants shall not be bent, stacked or bound in a manner that deforms roots or destroys natural shape. The Contractor shall examine and verify the acceptability of the job site.

PLANTING LAYOUT & DEMONSTRATION PLANTING SESSION

The Owner will hold one demonstration session prior to scheduled planting operations open to all employees of the Contractor whom will be supervising, directing, or performing planting operations. The demonstration session will review various planting methods that will be used to properly establish the plug materials within the stream corridor.

PLANTING PROCEDURES

The Contractor shall notify the Engineer if conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions, or obstructions. The Contractor shall not proceed with the work until unsatisfactory conditions have been corrected or resolved in writing by the Engineer. The Engineer reserves the right to adjust plant material locations, without adjusting plant quantities, to meet field conditions, at no additional cost to the contract. Plant materials shall be subject to final approval by the Engineer at the site prior to installation.

At the start of each week (no later than end of day Tuesday) during the plant installation period, Contractor shall provide an annotated planting plan exhibit identifying the plant installation areas and associated plant species and quantities that were installed during the previous week. The packing slip documenting the species and quantities installed shall be attached to the provided exhibit.

Holes for plugs shall be dug in locations shown in the plans or adjusted by the Engineer in the field. Holes shall be dug with a trowel, spade, dibble planting bar, or implement approved by the Engineer. Holes shall be of a minimum depth and diameter to accommodate the plug without damage. Once planted, the hole shall be backfilled with existing material. When planting of an

area has been completed, the area shall be cleared of all debris, soil piles, and containers within one day.

PLANT CARE

During the establishment period (90 days after installation or until June 1 if planted during the Fall Planting Window), the Contractor shall properly care for all plants including weeding, watering, debris removal, or other work which is necessary to maintain the health and satisfactory appearance of the plantings.

After the establishment period has been completed, a maintenance period will be in effect until contract completion and all performance standards have been met. General Maintenance tasks during this period shall include additional watering, weeding, and mulch maintenance.

Additional watering shall be performed a minimum of four (4) times during each of the months of April through October. The Engineer may direct the Contractor to adjust the watering rate and frequency depending on weather conditions. The plants to be watered and the method of application will be approved by the Engineer. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

After the establishment period is completed, the Contractor shall be required to perform the general planting maintenance as part of the MAINTENANCE AND MANAGEMENT special provision and pay item.

All requirements of proper care during the period of establishment and maintenance shall be considered as included in the cost of the contract and shall be performed within 5 days following the notification by the Engineer.

PERFORMANCE STANDARD

All PLANTINGS (OF THE COMMUNITY SPECIFIED) areas shall meet the requirements of the PERFORMANCE STANDARDS in MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES Special Provision.

SUBMITTALS

Plants shall be delivered with legible labels stating the correct name and size of the plant, securely attached to individual plants or to bundles of like variety and size. The grower must provide certification that plugs were obtained from a native source within 100 miles of DuPage County. Following installation, the Contractor must provide an as-built drawing that illustrates the location of each single species group and the number of plants in each group.

METHOD OF MEASUREMENT

This work will be measured for payment in place for each (EACH) for plantings.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per each (EACH) for PLANTINGS, of the community specified which shall include all labor, equipment, and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-36

SP-37 SEEDING, CLASS 1

DESCRIPTION

This work to conform to Sections 250 AND 1080 of the IDOT Standard Specifications except for those items as amended below:

Work included: Completing grading, seeding, mulching and erosion control in a professional manner and in accordance with these specifications. It shall be the responsibility of the Contractor to complete the Work in order to produce a smooth, high quality, thick turf free of weeds, debris, and bare patches.

Before seeding and blanketing begins, the Contractor shall be responsible for completing all preparatory requirements including stump grinding, grading, compaction, debris removal, etc.

MATERIALS

The pure live grass seed mixture shall meet the requirements of each class seed mixture as specified herein. Each bag shall be tagged or labeled as required by the Illinois Seed Law. The label shall bear the dealer's guarantee of mixture and year grown the percentages of purity and germination and date of test. All seed shall have a date of test within twelve months of the date of sowing. Seed, which has become wet, moldy, or otherwise damaged, will not be acceptable. Prior to application, Engineer must approve seed mix in the bags.

WORK REQUIREMENTS AND METHODS

The Contractor shall apply seed and mulch only during the following time intervals: For fall seeding between August 15th and October 1st. Variation in seeding and mulching dates will not be allowed without permission of the Owner. Spring seeding times shall be between April 1st and June 15th. Seeding and mulching shall be performed only when weather and soil conditions are favorable for such operations. Engineer to approve site conditions prior to beginning seeding and blanketing.

All areas seeded with turf grass shall be protected with erosion control blanket in accordance with EROSION CONTROL BLANKET Special Provision.

All seeded areas shown on the drawings shall be protected against all types of damage, including soil erosion, from the time work is started until the date of acceptance by the Engineer. The subsequent moving of heavy equipment or materials over newly seeded areas shall be done on planks, if necessary. Contractor shall be responsible for repairing any and all damaged areas in accordance with the above specifications, regardless of the cause of the damage. The area shall be protected against traffic or other use, by placing "NEWLY SEEDED" signs or other appropriate approved means until all seeding and mulching work under Contract is completed and accepted.

All seeded areas shall be mowed regularly to maintain a height of 4" or less with mowing equipment approved by the Engineer during the establishment period. When amount of grass is heavy, cut grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to smother planted species, the Engineer shall require chemical control of weeds to ensure performance standards will be met. No more than 1/3 of the total growth of grass shall be cut off at one time and only when plants are dry and soil is not wet.

Only when the Engineer has determined by inspection that turf is thick and vigorous and that bare spots and weeds do not constitute more than 2% of the total seeded area and that no bare spots or weeds exceed 1 square foot shall these specifications be considered to have been completed as required in the contract. Such inspection for establishment is to occur not less than 90 growing season days and not more than 120 growing season days after seeding. Inspection of areas seeded after September 1st will occur the following spring.

Maintenance and guarantee of all seeded areas, which shall include all watering, weed control, mowing, and fertilization necessary, is the responsibility of the Contractor until a thick, vigorous and weed free covering has been produced over all areas designated to be seeded and shall include a minimum of three (6) cuttings. In the event the grass does not properly develop in certain areas, these areas are to be reseeded until a dense growth of grass is established and acceptable to the Engineer.

After final inspection and acceptance of the seeded areas a notice of satisfactory final inspection will be sent to the contractor; which will then allow submittal of an invoice for final payment for seeding and mulching.

METHOD OF MEASUREMENT

This work will be measured for payment in place in acres (ACRE) as determined by Contractor based on field measurements (representative hand measurements and/or GPS) and visual observation and approved by Engineer. EROSION CONTROL BLANKET shall be paid for separately in accordance with respective special provision.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per acre (ACRE) for SEEDING, of the TYPE specified, which shall include all labor, equipment, and materials necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-37

SP-38 WILDLIFE FENCE PROTECTION

DESCRIPTION

This work will include the installation, maintenance, and removal of planter fence installed around the ARMORED BANK PLANTINGS, BANK ENHANCEMENT PLANTINGS, and WETLAND PLANTINGS for protection from herbivory. All work, materials, and equipment shall be in accordance with Article 665 of the Standard Specifications except as modified herein.

MATERIALS

Planter Fence shall be a minimum of 3' in height and consist of galvanized steel chicken wire fencing with a maximum opening size not to exceed 1". The corners of the planter fence shall consist of 1.5-inch square wooden stakes, 4' minimum height, to allow for 12" to be pounded into the soil. A 30-pound monofilament line shall be weaved between the wooden stakes 1" from the top to cover the planted area. The wooden stakes should be placed approximately 8' apart, and the fence should be a maximum of 20 feet wide. The District may consider alternative contractor proposed WILDLIFE FENCE PROTECTION methodology, however in either case it will be the Contractor that shall ensure protection from herbivory.

WORK REQUIREMENTS AND METHODS

SCHEDULE

This work shall be completed immediately upon plug planting operations.

GENERAL REQUIREMENTS

WILDLIFE FENCE PROTECTION shall be installed around the areas of the WETLAND plantings on the same day of installation of the plantings or as directed by the Engineer. WILDLIFE FENCE PROTECTION shall be maintained in an upright condition until instructed by the Engineer to remove and dispose of the fence. The Contractor is responsible to protect against wildlife damages.

METHOD OF MEASUREMENT

This work will be measured for payment in place in acres (ACRE) which shall be equal to the measured area of ARMORED BANK, BANK ENHANCEMENT, and WETLAND plantings.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per acre (ACRE) for WILDLIFE FENCE PROTECTION which shall include all labor, equipment, materials, maintenance, removal, and disposal necessary to complete the work as specified.

END OF SPECIAL PROVISION SP-38

SP-39 MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES

DESCRIPTION

This work shall consist of the post-installation MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES. The Contractor is required to provide MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES of the project for a minimum of 3 years post-construction. This item shall include all work described within this special provision unless work is specifically identified as paid for separately.

WORK REQUIREMENTS AND METHODS

The following sub-categories of MAINTENANCE AND MANAGEMENT will be referred to in this special provision:

1. SELECTIVE HERBICIDE APPLICATION
2. SITE-WIDE MOWING
3. SELECTIVE MOWING
4. SUPPLEMENTAL SEEDING
5. PERFORMANCE STANDARDS

SCHEDULE

This work will consist of maintenance and management including the years following substantial completion of the construction contract. The work will take place primarily during the growing season of each maintenance year. The growing season is defined by the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)* prepared by the US Army Corps of Engineers, August 2010. Construction years as referred to in other special provisions of this contract is defined as Year 0 which covers the entire construction period. Years 1 through 3 within the special provision refer to the maintenance and management which begins only after final construction completion.

Table 1. Installation and maintenance schedule

Task	Dates	Maintenance Year
<i>Installation</i>		
SEED PREPARATION HERBICIDE	Prior to seeding	0
SEEDING, Native Communities	October - December	0
SEEDING, CLASS 1	August 15 - October 1 OR	0
	April 1 - June 15	1
PLANTINGS, ARMORED BANK, BANK ENHANCEMENT and WETLAND	May 1 - June 15	1
PLANTINGS, RIVER EDGE	June 15 - September 15	1
Trees & Shrubs	September 15 - October 31 OR	0
	April 1 - June 15	1
<i>Maintenance</i>		
Selective Herbicide	April - November	0, 1, 2, 3
Site-wide Mowing	May - October	1, 2
Selective Mowing	June - October	0, 1, 2, 3
Supplemental Seeding & Plantings	As directed by Engineer	2, 3

1. SELECTIVE HERBICIDE APPLICATION

Description

The work consists of application of appropriate herbicide products that shall be utilized for spraying or wicking using handheld, backpack sprayers, and/or by all-terrain vehicles equipped with boom and/or gun sprayers/wickers to eradicate target weeds without damaging adjacent native plants. All herbicides shall be utilized per manufacturer's label and recommendations and shall be submitted for approval by the Engineer.

Herbicide Application and Record Keeping Requirements

Contractor or any subsequent Subcontractor applying pesticide shall comply with the Illinois EPA requirements for point source discharges under NPDES Pesticide General Permit No. ILG87 (hereinafter the "Permit").

With the recent implementation of the Permit, all pesticide applicators are required to submit a Notice of Intent (hereinafter "NOI") to the Illinois EPA if they are planning on applying any pesticides to Waters of the United States. The Permit requires detailed records and annual reports be kept on every pesticide application made to Waters of the U.S. This information includes dates, locations, application methods, products, product amounts, applicator name(s), and target species for each application.

As proof of compliance with the Permit, the Contractor shall provide a copy of their NOI to the District prior to beginning work. No pesticide work shall commence until the Contractor's NOI document has been received by the Engineer. The Contractor shall also submit all pesticide application records made in accordance with this project to the Engineer at the end of each day that pesticide application has occurred.

The NOI requires that each applicant conduct an EcoCAT consultation with the Illinois Department of Natural Resources (IDNR) to determine if protected resources, including endangered and threatened species, are in the vicinity of the project. The District has entered into a Memorandum of Understanding with IDNR that gives authority to District Ecology staff to perform internal EcoCAT consultations for activities on District property. Prior to the commencement of work, the District shall perform an internal consultation for the proposed project. The Contractor can satisfy the EcoCAT requirement by performing work in accordance with the Bid Proposal, Specifications and Special Provisions of this project. Therefore, each Contractor may check "Yes" in the appropriate box of their NOI for consultation related to pesticide work conducted on District property for the duration of the project. The above consent does not apply to sites that are outside the boundaries of the District, and additional consultation with IDNR is required for pesticide applications to such sites.

NPDES Pesticide General Permit application documents can be found at the following website: <http://www.epa.state.il.us/water/permits/pesticide/forms.html>

Contractor shall utilize an herbicide log sheet to record time spent herbiciding, weather conditions, species targeted and amount of product applied. It is necessary to record herbicide usage to the nearest ounce, to indicate if basal oil, colorant or other additives

were used. The Contractor is required to return all log sheets to the Engineer for the previous year.

Herbicide Qualifications

Herbicide shall be applied by State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within natural areas and wetlands. Copies of the valid herbicide applicator or operator license must be supplied to the District prior to the start of any herbicide application. A licensed Operator or Applicator must be on site daily to properly supervise herbicide application. Contractor shall perform herbiciding activities necessary to achieve project performance standards.

Herbicide Mixing and Filling

Filling of containers or mixing of herbicides shall be done at a point away from any natural area, trees, shrubs, herbaceous or woody growth, or body of water. A tarp beneath a catch basin shall be utilized to guard against any spills being leaked onto the ground. All mixing shall be done in or directly above the catch basin. Cleaning of all herbicide equipment or storage containers shall be done away from Forest Preserve District Property or any surrounding area. A significant supply of chemical absorbent shall be available for spill containment. Any spill will be treated with absorbent and reported to the Forest Preserve Districts' Engineer at once. The telephone number is (630) 399-4515.

Containment

A spill kit or kits, or other herbicide containment supplies shall be accessible to each individual applying herbicide. Containment kits and supplies must be capable of containing 100% of the storage totals and be maintained within 500 yards of the area of application.

Water Source

Water shall be brought to the site by the Contractor.

Conditions Affecting Application

Herbicide drift should be minimized by not applying herbicide in unsuitable weather conditions and by using low-pressure spray techniques. Herbicide should not be applied to the bark of target species if the bark is wet or if rain or snow prohibits proper application.

Adjuvants

An applicable tracer colorant shall be in all chemical mixes. The Contractor shall inform the Owner of the color to be used.

Personal Protective Equipment (PPE)

Herbicide applicators and operators should use all applicable and standard personal protective equipment during this work.

SDS Requirements

Herbicide applicators shall have on the premises the appropriate herbicide labels and Safety Data Sheets (SDS) for the chemicals being applied.

Herbicide Signs

The Contractor will post a minimum of 3 signs designating the areas which have been treated by herbicide and pin flags indicating the application area. The signs and flags will be reposted daily by the Contractor as work progress through the site. The flags will remain in place for at least 72 hours after the last herbicide application and removed 24 hours after the reentry interval has passed. Signs will be provided by the Contractor as well as a means for displaying them.

Selective Herbicide Target Species

The herbicide application periods are generally defined as follows:

Early Spring – March 15 to May 1

Early Summer – May 15 to June 30

Late Summer – July 15 to September 1

Fall – September 15 to November 1

The four annual application periods shall consist of, but are not limited to, controlling the Critical Target Invasive Species and any Non-Native/Invasive Species.

Contractor's Guarantee

A minimum of 4 visits per year will be required per calendar year in each seasonal period (Early Spring, Early Summer, Late Summer, and Fall) for SELECTIVE HERBICIDE APPLICATION across the MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES. One season period visit constitutes a pass through all project areas seeking out invasive species as noted in the Selective Herbicide target species list to achieve 85% control of invasive species specific to the seasonal period with each visit. The SELECTIVE HERBICIDE TARGET SPECIES list provides a typical time window, but the herbiciding shall ultimately be performed according to site conditions. If 85% control is not achieved, the Contractor shall make another visit within the specific timing window in order to meet the 85% control rate, which shall be at no additional cost to the District. This list does not constitute a full list of invasive species and the Contractor shall be responsible to control additional invasive species as dictated by the Forest Preserve District's Engineer.

Submittals

Provide a list of all herbicides to be used, herbicide applicator's licenses or certificates, permit, IEPA NOI, and all herbicide log sheets as outlined in Article 01300 of the bid proposal and specifications book.

2. SITE-WIDE MOWING

Description

This work shall consist of completing a high-mow over all SEEDING areas to manage invasive species and reach PERFORMANCE STANDARDS.

Schedule

See Table 1. Areas should be mowed to maintain a height of 12 inches to manage weedy, invasive species and allow for the establishment of native, seeded species.

Equipment

This is traditionally accomplished with a tractor and a rotary field mower deck. The Contractor shall keep all mowing equipment sharp and properly equipped for operation. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc.

Method

The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation shall be removed and disposed of according to article 202.03. Damage to the turf, such as ruts or wheel tracks more than 2 inches in depth, or other plantings or trail appurtenances caused by the mowing operation shall be repaired and the contractor's expense.

3. SELECTIVE MOWING

Description

This work shall consist of completing a high-mow selectively or brush cutting target species over all MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES areas to manage invasive species yet allow areas of quality vegetation grow and produce seed and reach PERFORMANCE STANDARDS.

Schedule

See Table 1. Areas should be mowed to manage weedy, invasive species and allow for the establishment of native, seeded species.

Equipment

This is traditionally accomplished with a tractor and a rotary field mower deck or in later years as the vegetation matures a hand held brushcutter or clearing saw. The Contractor shall keep all mowing equipment sharp and properly equipped for operation. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedlings, etc.

Method

The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation shall be removed and disposed of according to Article 202.03. Damage to the turf, such as ruts or wheel tracks more than 2 inches in depth, or other plantings or trail appurtenances caused by the mowing operation shall be repaired and the Contractor's expense.

4. SUPPLEMENTAL SEEDING

Description

SUPPLEMENTAL SEEDING shall be installed within areas not meeting annual perform criteria or in areas that contain voids of desirable native species during the MAINTENANCE AND MANAGEMENT period at no cost to the District. Please see Table 1 for schedule. SUPPLEMENTAL SEEDING is intended to be used when the PERFORMANCE STANDARDS are not being met. SUPPLEMENTAL SEEDING shall be installed within the designed planting zones as appropriate.

Seed Mixes

Species lists and quantities shall be found with the Seeding and Planting List within the Plan set. Prior to installation, the Owner shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site.

Methods

Refer to the respective Special Provision of SEEDING (of the type specified) for details on seeding application methods.

5. PERFORMANCE STANDARDS

Description

During the MAINTENANCE AND MANAGEMENT PLANT COMMUNITIES Years 0, 1, 2, and 3 the Contractor is responsible for maintaining the full project area. Final performance shall be met at the end of Year 3 (2028) in order for the Contractor to receive final completion. **The Contractor shall not receive partial sign off of any area(s) or performance standard prior to final completion, the Contractor shall only receive final completion once all performance criteria has been met simultaneously after Year 3 MAINTENANCE AND MANAGEMENT PLANT COMMUNITIES.** If a performance standard has not been met during any time during the project period the Contractor shall enact appropriate measures including over seeding, at no additional cost to the District, to ensure performance standards are met in the shortest time possible. The contractor shall not receive completion and payment for that particular item until performance standards have been met.

Site Wide Performance Standards

- A. A temporary cover crop shall be established on all exposed soils within 3 months following completion of earthwork operations. At least 90% of the disturbed ground, as measured by aerial coverage, will be vegetated.
- B. By the end of the first full growing season:
 - a. No area over the entire project site greater than two square feet shall be devoid of vegetation, as measured by aerial coverage.
 - b. At least 25% of vegetation coverage shall be native, non-invasive species.

- C. By the end of the second full growing season:
- No area over the entire project site greater than two square feet shall be devoid of vegetation, as measured by aerial coverage.
 - At least 50% of vegetation coverage shall be native, non-invasive species.
 - The three most dominance species must be native, non-invasive species.
- D. By the end of the third full growing season:
- No area over the entire project site greater than two square feet shall be devoid of vegetation, as measured by aerial coverage.
 - At least 75% of vegetation coverage shall be native, non-invasive species.
 - Non-native species shall constitute no more than 25% relative aerial coverage.
 - The three most dominance species must be native, non-invasive species.
 - The FQI must meet or exceed 20.
 - The Coefficient of Conservatism must meet or exceed 3.5.
- E. During years 1 through 3, the following invasive species shall be herbicide controlled and prevented from producing viable seed at the following minimum control rates:

Critical Target Invasive Species	Required Control
<i>Dipsacus species</i> – Teasel	100%
<i>Lythrum salicaria</i> – Purple loosestrife	100%
<i>Phragmites australis</i> – Common Reed	100%
<i>Typha angustifolia</i> , <i>Typha x glauca</i> , or <i>Typha domingensis</i> – Narrow, Hybrid, or Southern Cattail	90%
<i>Phalaris arundinacea</i> – Reed Canary Grass	90%
<i>Celastrus orbiculatus</i> - Oriental bittersweet	95%
<i>Securigera varia</i> - Crown Vetch	95%

- F. During years 1 through 3, no area greater than 7.5 square meters (~9 feet by 9 feet) shall be dominated by non-native/invasive species as measured by ocular estimate.
- G. Plugs: 100% healthy survivorship during the establishment period (90 days after installation or until June 1 if planted during the Fall Planting Window).
- H. Trees and Shrubs: 100% of the planted trees and shrubs shall be alive, in healthy condition, and typical in size and habit for the species in the region of the country in which it is grown until final contract completion including achieving all contractual performance standards. Planted trees and shrubs shall be, at minimum, alive and grown in place for one full calendar year prior to meeting 100% survivability performance standards.

METHOD OF MEASUREMENT

This work will be measured for payment in place in acres (ACRE).

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per acre (ACRE) for MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES, of the year specified, which shall include all labor, equipment, and materials necessary to complete the work as specified. All work required to meet the performance standards for the year specified shall be included in, or incidental to, the pay item for the corresponding year. Year 0 shall be considered incidental to the contract and shall not be paid for separately.

Failure to meet annual Performance Standards will result in twenty-five percent (25%) of payment for MAINTENANCE AND MANAGEMENT NATIVE COMMUNITIES to be withheld until Performance Standard is met.

END OF SPECIAL PROVISION SP-39

END OF SPECIAL PROVISIONS