

Skokie Consolidated

DRAINAGE DISTRICT



BIDDING DOCUMENTS FOR THE
SKOKIE RIVER CHANNEL IMPROVEMENTS PROJECT
PHASE 3 HIGHLAND PARK, IL

Issued: June 9, 2025

Deadline for Submission of SOQ; July 2, 2025 by 2:00 p.m.

Deadline for Submission of Sealed Bids; July 30, 2025 by 2:00 p.m.

Prepared By:

Skokie Consolidated Drainage District
Fuqua Winter Ltd.
9 N. County Street, Ste. 200
Waukegan, IL 60085

Engineering Plans By:
V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517

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INVITATION TO BID

OWNER: Skokie Consolidated Drainage District
9 N. County Street, Ste. 200
Waukegan, IL 60085
P: (847) 244-0770

CONTACT: Bryan R. Winter
E: bwinter@fuquawinter.com
P: (847) 244-0770

The Skokie Consolidated Drainage District hereby invites sealed bids for the project designated as the **Skokie River Channel Improvements Project Phase 3 Highland Park** described in detail in these bidding documents and generally described below.

LEGAL NOTICE - INVITATION TO BID

LEGAL NOTICE IS HEREBY GIVEN FOR PRE-QUALIFICATION AND NOTIFICATION OF BIDS TO POTENTIAL BIDDERS that the Skokie Consolidated Drainage District ("District") will receive Requests for Qualifications ("RFQ") to pre-qualify to submit sealed bids for the Skokie River Channel Improvements Phase 3 Project, involving approximately 2,100 linear foot stretch of the Skokie River located at Danny Cuniff Park in Highland Park, Illinois. RFQ Proposals will be received until **2:00 p.m., July 2, 2025, by email to: bwinter@fuquawinter.com**, Attention Bryan R. Winter at the Law Offices of Fuqua Winter Ltd., 9 N. County Street, Ste. 200, Waukegan, IL 60085. Formal pre-qualification will occur by Resolution at 6:30 p.m. on July 9, 2025, during the District's regularly scheduled meeting which will take place at the Deerfield Village Hall, 850 Waukegan Road, Room 207, Deerfield, IL 60015.

All prequalified bidders shall be eligible to submit sealed bids in accordance with instructions to bidders and specifications. Sealed bids will be received until **2:00 p.m., July 30, 2025**, delivered to: Attention Bryan R. Winter at the Law Offices of Fuqua Winter Ltd., 9 N. County Street, Ste. 200, Waukegan, IL 60085. Specifications and Contract Documents, including an electronic version may be obtained from Bryan R. Winter at the Law Offices of Fuqua Winter Ltd., 9 N. County Street, Ste. 200, Waukegan, IL 60085, Phone# 847-244-0770 or by email at bwinter@fuquawinter.com.

Sealed Proposals must be addressed to Bryan R. Winter at the Law Offices of Fuqua Winter Ltd., 9 N. County Street, Ste. 200, Waukegan, IL 60085. Each sealed bid must be submitted on the proper forms contained in the Contract Documents. No bid shall be withdrawn after the opening of bids without the consent of the Skokie Consolidated Drainage District. Contract time: the work shall be completed by October 31, 2026. The Prevailing Wage Act (820 ILCS 130/01, et. seq.), the Equal Employment Opportunity Act, and Illinois Fair Employment Practices Act shall apply to the Project Work. This project is being supported, in whole or in part, by State of Illinois DCEO FUNDING AGREEMENT #24-413046. Funding for this project will be administered through the Illinois Department of Commerce and Economic Opportunity (DCEO) and the Lake County Stormwater Management Commission (SMC). Grant funding for this project requires a mandatory overall Business Enterprise Goal of 28%. The District reserves the right to reject any or all bids or any portion thereof or to accept any bid or portion thereof and to waive any informality or technicality in any Bid in the interest of the District. Dated this 9th day of June 2025. BY ORDER OF THE CHAIRPERSON AND BOARD OF COMMISSIONERS OF THE SKOKIE CONSOLIDATED DRAINAGE DISTRICT.

BID FORM

TO: SKOKIE CONSOLIDATED DRAINAGE DISTRICT
Owner

FROM: V3 Construction Group, Ltd.
Name of Bidder

7325 Janes Avenue
Address

Woodridge, Illinois 60517

630-724-9200
Phone

Dear Skokie Consolidated Drainage District Representatives,

Having examined the Contract Documents and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, tools and services or whatever else is required to complete the construction, all in accordance with the Contract Documents; Terms and Conditions; and Engineering Plans attached hereto as Exhibit "C", which are included as part of the bidding documents issued by the District on June 9, 2025, which are incorporated herein by reference:

SKOKIE RIVER CHANNEL IMPROVEMENTS PHASE 3 PROJECT

HIGHLAND PARK, ILLINOIS

The undersigned agrees that he will commence work not later than five (5) days after Notice to Proceed and execution and approval of the Contract, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment and labor as will ensure its completion within a timely manner in order to achieve the Owner's milestone dates.

Item	Description of Work	Quantity	Unit	Unit Cost	Amount
	PRE-CONSTRUCTION VIDEO RECORDING	1	LSUM		
	PRE-CONSTRUCTION/POST-CONSTRUCTION SANITARY SEWER TELEVISIONING	1	LSUM		
	CONSTRUCTION LAYOUT	1	LSUM		
	IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL ANALYSIS	1	LSUM		
	STABILIZED CONSTRUCTION ENTRANCE	600	SY		
	CLEARING AND GRUBBING	1	LSUM		
	TREE PROTECTION	95	EA		
	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	1,408	IN		
	TREE REMOVAL (OVER 15 UNITS DIAMETER)	1,979	IN		
	STORM DRAIN OUTLET MODIFICATION	5	EA		
	TREES	230	EA		
	SHRUBS	99	EA		
	SEED & BLANKET, CLASS 1	4,840	SY		
	SEED & BLANKET (BROAD SPECTRUM SEED MIX)	12,555	SY		
	GABION BASKET BANK STABILIZATION (4.5 FEET TALL)	27	LF		
	GABION BASKET BANK STABILIZATION (6 FEET TALL)	804	LF		
	GABION BASKET BANK STABILIZATION (7.5 FEET TALL)	462	LF		
	GABION BASKET BANK STABILIZATION (9 FEET TALL)	312	LF		
	PULL BACK SLOPES	4,255	LF		
	TOPSOIL FURNISH AND PLACE, 6"	7,485	SY		
	ROCK TOE PROTECTION	2,660	LF		
	ROCK RIFFLE INSTALLATION	4	EA		
	CONSTRUCTION ACCESS AND RESTORATION	1	LSUM		

	PERIMETER EROSION BARRIER	5,000	LF		
	IN STREAM EROSION CONTROL	2	EA		
	TEMPORARY CHAIN LINK FENCE WITH WIND SCREEN	5,200	LF		
	PATH REMOVAL AND REPLACEMENT	100	SY		
	SAFETY RAILING	1,130	LF		
	RIVER BY-PASS PUMPING AND SITE DEWATERING	1	LSUM		
	AS-BUILT DRAWINGS	1	LSUM		
	MAINTENANCE AND MONITORING	3	YEAR		

Total Bid Amount \$ _____

Attached hereto is the required Bidder Business Enterprise Program Act Utilization Forms (including Section I form) and the Responsible Bidder Affidavit. Further, contractor acknowledges and accepts all Addenda, including No.(s) _____.

SUBMITTED: _____

CONTRACTOR: _____

CORPORATE NAME: _____

BUSINESS NAME: _____

DATED: _____

BUSINESS ADDRESS: _____

(CORPORATE SEAL)

TELEPHONE NUMBER: _____

Attest: _____

Secretary

SIGNED BY: _____

Officer

INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS

1.0 PROJECT DESCRIPTION

This project consists of channel stabilization to the Skokie River, including approximately 2,660 feet of stone toe stabilization; 1,100 feet of gabion baskets on the west bank; 475 feet of gabion baskets on the east bank and construction of four riffle structures to protect Danny Cuniff Park and other properties from severe erosion. Construction work and access will be performed within a highly utilized public park. **Channel stabilization will require construction within the waterway, in accordance with the terms and conditions of U.S. Army Corps of Engineers permit issued under Section 404 of the Clean Water Act (LRC-2023-00665) and Clean Water Act Section 401 Water Quality Certification issued by the Illinois EPA (C-0135-24), copies of which are attached hereto as Exhibit "B".** Special conditions set forth in the Section 404 permit, includes the approval of "contractors of preferred method of cofferdam and dewatering method" prior to commencement of construction.

2.0 PROJECT FUNDING

This project is being supported, in whole or in part, by DCEO FUNDING AGREEMENT #24-413046. This Project is contingent upon and subject to the availability of sufficient funding as provided in whole or in part by the Illinois Department of Commerce and Economic Opportunity. SCDD may terminate or suspend the Project, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Project have not been appropriated or otherwise made available to SCDD by the State, (ii) the Governor or SCDD determines that funds will not or may not be available for payment. SCDD shall provide notice, in writing, to recommended bidder of any such funding failure and its election to terminate pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

3.0 UTILIZATION GOALS OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

Funding for the Project is required to comply with the State of Illinois Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et. seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. This project shall maintain mandatory compliance with an approved BEP Utilization Plan and shall comply with all reporting requirements.

The cumulative BEP for this Project is 28% (MBE/WMBE/WBE/WMBE).

Only MBE/WMBE/WBE/WMBE contractors/subcontractors/suppliers certified through the State of Illinois' Central Management Services' (CMS) Business Enterprise Program can count toward the utilization goals for this project. All MBE/WBE registered and/or certified vendors must be identified within the State of Illinois BEP Certification Portal website database: (<https://cms.diversitycompliance.com/Default.asp>).

4.0 IMPORTANT DATES AND SCHEDULE FOR PROJECT

The District has established the following schedule for this project:

- | | |
|--|----------------------------|
| • Advertise for SOQ and Bids | June 9, 2025 |
| • Deadline to submit SOQ | 2:00 p.m. on July 2, 2025 |
| • District review and pre-qualify a list of contractors | July 9, 2025 |
| • Bid Due Date and Opening of Bids | 2:00 p.m. on July 30, 2025 |
| • Lowest Bid Award shall be submitted to SMC | August 6, 2025 |
| • Bid Award if approved after receipt and acceptance by SMC/DCEO | To be Determined |
| • Execution of Contract | To be Determined |
| • Notice to Proceed | October 20, 2025 |
| • Project Completion Date (No work reimbursable after this date) | October 31, 2026 |

5.0 REQUEST FOR QUALIFICATIONS

Prior to submitting bids, prospective contractors are required to submit a prequalification package, including the required Statement of Qualifications (SOQ) described herein.

5.1 Qualifications Required. Only prospective Contractors with expertise in streambank stabilization and experience with constructing gabion baskets from within the waterway, utilizing cofferdams and dewatering methods should submit SOQs for this project. In order to fully and properly act on the District's behalf in all activities related to construction of the project, interested Contractors must submit a SOQ (if subcontractors are proposed, similar detailed information must be provided for each entity).

6.0 STATEMENT OF QUALIFICATION REQUIREMENTS

SOQs shall be completed by each firm in such detail as to facilitate a complete and comprehensive analysis. The SOQ should describe all qualifications. Specifically, the SOQ shall include the following information and documents:

6.1 General Firm Information. Contractors must include in the SOQ the following information about their firm.

- a. Company Background
- b. Number of years in business
- c. Officers of Company
- d. Annual Volume of Similar Work
- e. Current Capacity (IDOT BC-57)
- f. Listing of existing suits, claims, or pending judgments
- g. List services to be self-performed and separately those services portions to be subcontracted.

6.2 Past Project Information. Contractors must include in the SOQ, the project name, description, and year of completion for past projects demonstrating ability to comply with the special conditions set forth in the Section 404 Permit and Section 401 Certification authorizing this project. Past Projects must be listed, which reference the past performance of the following services:

- a. Gabion Basket Installation – Provide detailed information regarding at least four (4) previously completed projects within the past 12 years, which included the construction of multi-tiered gabion basket wall systems of at least 1,000 linear feet for a Public Agency.
- b. Complete River By-Pass Pumping - Provide detailed information regarding at least four (4) previously completed projects within the past 12 years, which included a complete stream/river bypass pumping method with a single or multiple pump system capable of pumping in excess of 4,000 GPM on a stream of at least 1,000 linear feet for a Public Agency.
- c. Maintenance and Monitoring – Provide detailed information regarding at least four (4) previously completed projects within the past 12 years, which included the multi-year Maintenance and Monitoring of native vegetation on a stream of at least 1,000 linear feet for a Public Agency.
- d. DCEO compliance – Provide detailed information regarding at least one (1) previously completed projects within the past 12 years, which included compliance with DCEO Minority and Woman's Utilization Goals and DCEO payment procedures or similar project compliance requirements.

6.3 Project Team Information. Contractors must include in the SOQ, the following information regarding the Project Team proposed to complete this project:

- a. List of key personnel and their qualifications, including Project Manager and full-time onsite construction supervisor proposed for this project.
- b. For the Project Manager - Provide detailed information regarding at least two (2) previously completed projects within the past 12 years, which included gabion basket construction, in-stream construction, and river bypass pumping.
- c. List of current project assignments for key personnel, including anticipated completion dates for current ongoing projects.

6.4 Required Supplemental Signed Submissions. Contractors must include in the SOQ, a signed and completed Responsible Bidder Affidavit (attached hereto as Attachment A); Bidder Business Enterprise Program Act Utilization Form (attached hereto as Attachment B); and if required, Utilization of Certified Vendors (attached hereto as Attachment C).

6.5 Proposed Project Approach. Contractors must include in the SOQ, a narrative of the general approach and techniques proposed for project access, water management and erosion control, gabion basket installation and rock toe protection/slope grading. Contractors must also submit a proposed schedule showing completion of project will occur before 10/31/2026, as required by the DCEO Grant issued for this project.

6.6 References. Contractors must include in the SOQ, a list of four (4) references, including company name, address, contract person, email, and telephone number. By submitting and signing an SOQ, Contractor authorizes any person, firm or corporation identified in the SOQ to furnish any information requested by Skokie Consolidated Drainage District relating to the firm's qualifications to perform the construction services for the Project and releases that person, firm, or corporation from any liability for provided information.

7.0 DEADLINE FOR RFQ SUBMISSION

All SOQs shall be submitted **NOT LATER than 2:00 P.M. on JULY 2, 2025 by email to: bwinter@fuquawinter.com**. The District shall determine qualified contractors at its July 9, 2025, monthly meeting which will take place at the Deerfield Village Hall, 850 Waukegan Road, Room 207, Deerfield, IL 60015, starting at 6:30 p.m. All submittals shall become the property of the Skokie Consolidated Drainage District. Submittals received after the deadline will not be considered. The responding Contractor understands and agrees that the Skokie Consolidated Drainage District shall have no financial responsibility for any costs incurred by the Contractor in responding to this Request for Qualifications and shall not be liable for any Contractor costs attributed to their own study or investigation until the Contractor has executed a contract with the District and has been authorized in writing to proceed.

8.0 PREQUALIFICATION SELECTION PROCESS

All responses to this RFQ that meet the submittal requirements, and the submittal deadline will be evaluated pursuant to the following criteria (Note: These are ranked in no particular order):

- a. Whether the Contractor can perform the required services as demonstrated by the past completion of similar project involving channel stabilization, gabion basket construction, complete river by-pass pumping and compliance with DCEO grant requires.
- b. Identification of and suggested means to address problems unique to this Project.
- c. Reliability of performance by the Contractor on past projects.
- d. Employment of sufficient qualified staff to complete this Project.
- e. Ability to maintain appropriate insurance coverages.
- f. Existence of any suits, claims, or pending judgments.
- g. Whether the Contractor can perform the work in a prompt and timely fashion to complete the project under the terms of the grant funding for this project.
- h. The previous and existing compliance by the Contractor with similar permits that have been issued to authorize this Project.
- i. The sufficiency of the financial resources and ability of the Contractor to perform the contract or provide the service.
- j. Past records of the Contractor's transaction with the District or with other entities as evidence of the Contractor's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.
- k. Ability and record to perform obligations on time and within budgetary limits.
- l. Familiarity with and ability to meet DCEO requirements.

9.0 QUALIFIED CONTRACTORS - INVITATION TO SUBMIT BID

The District will develop a list of Qualified Contractors that will be invited to provide a sealed bid for the Project. Sealed Bids must include completed and signed Bid Form, Bid Bond, Responsible Bidder Affidavit, Bidder Business Enterprise Program Act Utilization Form and Section I Utilization of Certified Vendors Form.

9.1 Bid Bond Requirement. Each bid shall be accompanied by a proposal guaranty in the form of a bid bond executed by a corporate surety company, a bank cashier's check, or a certified check payable to the Skokie Consolidated Drainage District for not less than ten percent (10%) of the total bid. Said proposal guaranty shall be forfeited should the District's chosen bidder fails for any reason whatsoever to provide approved contract performance and payment bonds. The

performance and payment bonds shall be 100 percent of the contract total amount and shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

9.2 Site Visit Requirement prior to submission to bid. A visit to the site shall be arranged for all Pre-Qualified Bidders by the Drainage District. The consulting engineering staff will be on hand to answer questions regarding interpretations of the project plans and specifications and to discuss project scheduling. Contractors must attend a site visit. Bids received from contractors who did not schedule a site visit with the District will be rejected. All requests for interpretations regarding this project may be directed via email to bwinter@fuquawinter.com.

10.0 DEADLINE FOR SUBMITTING SEALED BIDS

All sealed bids shall be submitted **NOT LATER than 2:00 P.M. on JULY 30, 2025 by mail or in-person:** Fuqua Winter Ltd., Bryan R. Winter 9 N. County Street, Waukegan, IL 60085. All bids must be submitted within a sealed envelope. The Bid Opening Officer for the District shall personally and publicly open all bids received before the time starting at 2:00 p.m. on July 30, 2025. Upon bid opening and review of bid results, the District shall submit to SMC/DCEO, the Business Enterprise Program (BEP-UP) Goal DCEO BEP Utilization Plan. After review and approval of these submissions by SMC, the District will determine whether to award the contract to the bidder submitting the lowest responsible bid at future public meeting of the District, which will take place at the Deerfield Village Hall, 850 Waukegan Road, Room 207, Deerfield, IL 60015, starting at 6:30 p.m. The District reserves the right not to award any bid without cause or if there is insufficient funding to proceed with the project. The responding Contractor understands and agrees that the Skokie Consolidated Drainage District shall have no financial responsibility for any costs incurred by the Contractor in responding to a request to submit a sealed bid. Any bid that is not responsive or responsible, or that does not meet the requirements outlined in the bid documents will be rejected.

11.0 AWARDING CONTRACT

If the District accepts and awards a bid, the successful bidder agrees to execute an acceptance of contract consisting of the bid form, which incorporates by reference all bid documents, including terms and conditions, construction plans and attachments. The successful bidder also agrees to provide all documents and executed forms as referenced or attached as part of the bid documents.

12.0 PERFORMANCE AND PAYMENT BONDS

Upon award of the contract, the successful bidder will be required to furnish, as contract security, a Performance Bond and a Payment Bond, each in the sum of the full amount of the initial contract price, on the forms approved by the OWNER and issued by a surety acceptable to the OWNER and authorized to transact business under the laws of the State of Illinois. The successful bidder will be required to furnish such contract security to OWNER within ten (10) days after receipt of a notice of award.

[INTENTIONALLY LEFT BLANK]

ADDITIONAL TERMS AND CONDITIONS

13.0 PRE-CONSTRUCTION VIDEO RECORDING

Description. This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction. Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, the river channel, outfalls, roadways, pavements, curbs, gutters, driveways, driveway aprons, paved walking paths, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area. Video recordings will begin with an audio narrative which provides the current date and time, the name of the City and name of the project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing. Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals. Pre-construction video recordings will be recorded at a rate of travel not exceeding 50 feet per minute and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than 10 percent of ground is obscured by snow, leaves, or other cover. If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existed as determined by the Resident Project Coordinator and will further comply with all standards and provisions which govern the work in question.

Schedule. Preconstruction video recording will be performed according to the following schedule:

- (a) Pre-construction video recording will be completed after a Notice to Proceed has been issued.
- (b) Pre-construction video recording will be completed after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.
- (c) Pre-construction video recording will be completed before any equipment, materials, or other items are delivered to the site.
- (d) Pre-construction video recording will be completed no more than 7 chargeable days prior to the start of construction.
- (e) Pre-construction video recording will be completed, the required pre-construction video recording deliverables will be submitted to the Resident Project Coordinator, and the Resident Project Coordinator will review and issue written approval of the pre-construction video recording before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials

and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Resident Project Coordinator, including the day the deliverables are submitted and the day a response is provided. If the pre-construction video recording or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.

- (f) Pre-construction video recording will be submitted to Resident Project Coordinator for review prior to commencement of any construction and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-recorded at no additional cost to the contract.

Deliverables. Video will be high-definition, with a minimum resolution of 1280×720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected. Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Resident Project Coordinator. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended. Video DVD will be considered an unacceptable format for providing preconstruction video recordings and will be rejected. Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Resident Project Coordinator. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Resident Project Coordinator. Pre-construction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file. Contractor shall maintain copies of all items submitted to Resident Project Coordinator for Contractor's own use and record. **Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort. **Basis of Payment.** Pre-construction video recording will be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO RECORDING.

14.0 RETAINAGE

Retainage for the Project shall be an amount withheld of 10 percent of the payment requested until work is 50 percent complete. When work is 50 percent complete, retainage shall be reduced to 5 percent of the dollar value of all work completed until Substantial Completion (Substantial Completion defined as satisfactory completion of all contract work, less Maintenance and Monitoring activities). Retainage shall be reduced to 0% at Substantial Completion but shall not be made by Owner without receipt of final waivers of lien from all subcontractors/vendors associated with the Project. Retainage will not be withheld for Maintenance and Monitoring activities.

15.0 COMPLIANCE WITH DCEO REQUIREMENTS FOR PROJECTS

This project is being supported, in whole or in part, by DCEO FUNDING AGREEMENT #24-413046. That the bidder agrees to and shall comply with the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375.

The bidder further agrees to and shall comply with the following State of Illinois provisions and laws which apply to this DCEO Project, which are more fully set forth in the attached Exhibit "A":

DCEO GRANT COMPLIANCE ITEMS	
Prevailing Wages (Davis-Bacon Act) (820 ILCS 130/0.01 et seq.)	
Steel Products Procurement (Domestic Steel) (30 ILCS 565 et. seq.)	
Compliance with Business Enterprise Program Goal (30 ILCS 575/0.01; 775 ILCS 5/2-105)	28%*
Illinois Works Jobs Program Act (820 ILCS 130/0.01 et seq.)	
Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25)	
Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.)	
Bribery (30 ILCS 500/50-5))	
Bid Rigging (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4)	
Forced Labor Act (30 ILCS 583)	
Goods from Child Labor Act (30 ILCS 584)	

***Compliance with Business Enterprise Program Goal is mandatory for this project in an amount equal to or greater than \$560,000 representing 28% of the \$2,000,000 DCEO Grant awarded to complete this project.**

DCEO Payment Procedures

Monthly pay requests are due to Skokie Consolidated Drainage District by the 30th of each month. The following documents are required to be submitted with each application for payment in addition to those within the Standard Specifications for Road and Bridge Construction.

PAY REQUEST DOCUMENTATION REQUIREMENTS
Certified Payrolls (Illinois Public Act 94-0515)
Lien Waivers
Contractor's Affidavits
BEP Partial Waiver / Final Waiver
Illinois Works Job Programs Acts Documents

16.0 COMPLIANCE WITH U.S. ARMY CORP SECTION 404 PERMIT AND IEPA AND CLEAN WATER ACT SECTION 401

All construction activities, including excavation and any work within the project area, shall be conducted in accordance with the terms and conditions of U.S. Army Corps of Engineers Permit Number LRC-2023-00665 and the Clean Water Act Section 401 Water Quality Certification. Contractor shall adhere to all conditions set forth in the permit, a copy of which are attached hereto and marked as Exhibit "B".

17.0 GENERAL PROVISIONS

The Contractor shall access the site only through the routes designated on the plans and finally approved by the Resident Project Coordinator and the City of Highland Park/Park District of Highland Park. Only very limited areas identified on the plans shall be used for Contractor material or equipment storage. The Resident Project Coordinator and the City of Highland Park/Park District of Highland Park must give prior written approval for storage use of any additional sites. No additional payment shall be made for overtime work. No additional payment shall be made for Saturday, Sunday, or holiday work. The Contractor shall secure permission from the Resident Project Coordinator prior to any Sunday or holiday work being performed. Permitted work hours are 7:00 a.m. to p.m. on weekdays, and 9:00 a.m. to 7:00 p.m. on Saturdays. A pre-construction meeting will be held at the site prior to the start of work. The Contractor shall arrange for this meeting being sure that a representative of the SMC is present, a City of Highland Park/Park District of Highland Park representative is present, and a V3 Companies representative is present. At the time of said meeting the construction access/haul route(s) will be discussed as will restoration of damages caused along those routes and elsewhere. Unavoidable damage will be repaired as directed by the Resident Project Coordinator with proper payment to be made to the Contractor. Avoidable damage (anywhere) will be repaired as Resident Project Coordinator directs with no additional payment to be made to the Contractor for such repair work. All property damaged by the Contractor during the course of construction will be repaired by the Contractor to the Resident Project Coordinator's satisfaction with payment as noted above. The Contractor will videotape the site including the access/haul route(s) on-site and adjacent City streets prior to the start of construction. If the Contractor shall fail for any reason whatsoever to perform the work of this contract in the manner and within the time limits indicated herein the Resident Project Coordinator shall give notice in writing to the Contractor and to his Surety of a delinquency. Said delinquency notice shall specify the required corrective measures. If the Contractor fails to proceed in accordance with the actions prescribed in the delinquency notice within a period of 10 days from the date of said delinquency notice the Resident Project Coordinator will notify the District in writing that the Contractor has failed to comply with the terms of a delinquency notice. The Board shall then 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 the District may take over the work and may complete the work on its own force account, or it may enter into a new agreement for the completion of the work according to the terms and provisions of the contract, or it may use other methods to complete the work in an acceptable manner. Should the expenses of completing the work in a default exceed the sum that would have been payable under the contract, the Contractor and the Surety shall be liable and shall pay the District the amount of the excess. Job site safety shall be the Contractor's responsibility.

18.0 INSURANCE REQUIREMENTS

Before work starts, the successful bidder (Contractor) shall provide the District and the Resident Project Coordinator copies of a certificate of insurance which meets or exceeds the following requirements:

CONTRACTOR shall protect, defend, indemnify and hold harmless OWNER, its subsidiaries, its successors and assigns, and its officers, agents, contractors and employees of and from any claim, liability, cost, damage or expense (including, without limitation, reasonable attorney's fees and court costs) of any type, nature or description due in whole or in part to the negligence, act or omission of CONTRACTOR, its officers, agents, employees,

contractors, or invitees, all without limitation. This indemnification shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under Worker's Compensation Acts, disability benefit acts or other employee benefits acts and shall survive termination of this Agreement.

In addition to, and not in limitation of the foregoing, CONTRACTOR covenants and agrees prior to the commencement of Work and at CONTRACTOR'S sole cost and expense, to maintain in full force and affect at all times during the term of this Agreement, insurance with the minimum limits and coverage set forth below from insurance companies having ratings of A-/VII or better in the most recent version of Best's Key Rating Insurance Guide.

- (A) **COMMERCIAL GENERAL LIABILITY (CGL)** - CONTRACTOR shall carry standard ISO CGL coverage. The CGL must be endorsed to names SKOKIE CONSOLIDATED DRAINAGE DISTRICT, PSW Environmental Services LLC, V3 Companies, Park District Highland Park, City of Highland Park, Old Elm Golf Club, and Lake County Stormwater Management Commission as "additional insured" (Form CG2010 10 01 and CG 2037 10 01 or equivalent, providing additional insured status for both Ongoing and Completed Operations. If form is other than in the form described herein, an endorsement shall be attached to the CONTRACTOR'S certificate for review and is subject to District's approval) and include the District, Resident Project Coordinator, V3 Companies, and others as "additional insureds" as required in the contract documents. The policy shall state that this insurance shall be primary and non-contributory from any other insurance available to the "additional insureds" and the amount of the CONTRACTOR'S liability under this policy shall not be reduced by the existence of such other insurance. The CGL shall not exclude or modify coverage provided under a standard ISO Commercial General Liability with respect to premises/operations, employees as insureds, explosion, collapse and underground (XCU), broad form contractual (including personal injury), products/completed operations, independent contractors, broad form property damage or personal injury. The CGL must be written with a minimum of \$1,000,000 per occurrence and per project minimum aggregate of \$2,000,000. The General Liability policy shall contain a Waiver of Subrogation in favor of OWNER.
- (B) **AUTOMOBILE LIABILITY INSURANCE** – CONTRACTOR shall carry commercial automobile liability insurance, written on a standard ISO business or commercial auto form, providing coverage for liability arising out of owned, hired and non-owned vehicles with minimum limits of \$1,000,000 combined single limit. The policy must name OWNER as Additional Insured on a primary and non-contributory basis and contain a Waiver of Subrogation in favor of OWNER.
- (C) **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** – CONTRACTOR shall carry Workers Compensation in the statutory amount and Employers Liability coverage in the amount of \$1,000,000. The policy shall contain a Waiver of Subrogation in favor of OWNER.
- (D) **UMBRELLA LIABILITY** - CONTRACTOR shall provide umbrella coverage with at least as broad as the underlying policies (General Liability, Auto Liability and Employers Liability). The per occurrence and aggregate limits shall be at least \$4,000,000.
- (E) A certificate of insurance on an approved form must be delivered to the Skokie Consolidated Drainage District and must state coverage will not be altered, cancelled, or allowed to expire without thirty (30) days' written notice by certified mail to the Skokie

Consolidated Drainage District. If any of the above coverages are subject to or are in excess of any deductibles or self-retention, these amounts must be stated on the certificate, and said deductibles and self-retention will be the sole responsibility of Contractor.

19.0 ADDITIONAL CONSTRUCTION SPECIFICATIONS AND DEFINITIONS

SUPPLEMENTAL STANDARDS. The following Construction Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted 2022 (referred to hereinafter as the **Standard Specifications**); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2019; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways” (IMUTCD); and the “Standard Specifications for Water and Sewer Construction in Illinois”, 7th Edition, 2014 (referred to hereinafter as the Water and Sewer Specifications). In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

CONTRACTOR. The individual, firm, partnership, joint venture, or corporation contracting with the Skokie Consolidated Drainage District for performance of prescribed work.

DISTRICT/OWNER. The Skokie Consolidated Drainage District. All correspondence with the Owner shall be originated with Mr. Bryan Winter, Fuqua Winter Ltd., 9 N. County Street, Waukegan, IL 60085, bwinter@fuquawinter.com.

RESIDENT PROJECT COORDINATOR. The Resident Project Coordinator who is the authorized representative of the Skokie Consolidated Drainage District is in immediate charge of the engineering details of a construction project.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein. Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. This work will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.

MAINTENANCE OF ROADWAYS

Beginning on the date that mobilization begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement or used to access the construction area. This normal maintenance shall include all repair work deemed necessary by the Resident Project Coordinator but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Resident Project Coordinator. If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Resident Project Coordinator, will be considered incidental to the contract price.

STREET CLEANING

This work shall conform to Section 107.15 of the Standard Specifications. If the CONTRACTOR fails to clean the pavement adjacent to the section under construction to the satisfaction of OWNER and/or RESIDENT PROJECT COORDINATOR at any time during the contract, the OWNER and/or RESIDENT PROJECT COORDINATOR will notify the CONTRACTOR at which time the CONTRACTOR will have 4 hours to respond. If the CONTRACTOR fails to respond within 4 hours, an amount of \$500.00 per incident will be deducted from any monies due the CONTRACTOR. The cost of all STREET CLEANING shall be incidental to the contract price.

EROSION CONTROL INSPECTIONS

The CONTRACTOR shall hire a Designated Erosion Control Inspector (qualified by Lake County SMC) to perform required erosion control inspections. Report shall be provided to the OWNER, RESIDENT PROJECT COORDINATOR, Lake County SMC and other agencies as required. Inspections shall continue until all disturbed areas have been permanently stabilized and approved by Lake County SMC. The cost of all EROSION CONTROL INSPECTION shall be incidental to the contract price.

CONSTRUCTION LIMITS AND SITE ACCESS

Description. Construction activities and site access shall be limited to the areas and boundaries shown on the plans. Additional areas or adjustments to these boundaries will require approval by the District. The project area is located primarily within the District right-of-way with a small portion located in the adjoining golf course along the east and north side of the Skokie River. The Contractor is responsible for preventing damage to private property including, but not limited to, trees, fences, landscaping, driveways, structures, etc. The Contractor is also responsible for preventing damage to public property including, but not limited to, paved walking paths, sidewalks, curbs, gutters, etc. Contractor is responsible for restoring any damaged property to the condition, it was found prior to construction and as shown on the PRE-CONSTRUCTION VIDEO RECORDING. No additional payment will be made for restoring any damaged property and the costs for such restoration or replacement shall be at the Contractor's expense. Site access will be through Danny Cuniff Park as depicted in the plans.

CONSTRUCTION LAYOUT

Description. In addition to the requirements of the Special provision for Construction Layout Stakes (IDOT Check Sheet #10), the contractor shall be responsible for all construction staking required to complete the project. Contractor shall also be responsible for locating property corners as required. **Basis of Payment.** This work shall be paid for at the contract lump sum for CONSTRUCTION LAYOUT, which shall include all labor, equipment, and materials required to complete the work as specified herein. No additional compensation will be provided for delays in the construction process once work has begun.

IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

Description. This item shall consist of all labor, materials, tools, equipment, testing, and reporting required for the Contractor to obtain access for all removal or excavation items to be disposed of at an uncontaminated fill operation or Clean Construction and Demolition Debris (CCDD) facility per the requirements of Public Act 96-1416. Testing/certification for IEPA Clean Construction and Demolition Debris (CCDD) shall be completed by the Contractor prior to the commencement of

any tree clearing or bank stabilization. **Basis of Payment.** IEPA Clean Construction and Demolition Debris (CCDD) will be paid for at the contract unit price per Lump Sum for IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS.

STABILIZED CONSTRUCTION ENTRANCE

Description: This work shall consist of constructing a stabilized construction entrance, including furnishing, installing, maintaining, and removing a stabilized pad of aggregate underlain with filter fabric, as shown on the plans or directed by the Resident Project Coordinator. **Materials:** The materials used shall meet the requirements of the following: Aggregate: The aggregate shall be limited to IDOT Coarse Aggregate Gradations CA1, CA-2, CA-3, or CA-4. Filter Fabric: The Filter Fabric shall be according to Article 1080.03. **Construction Requirements:** The aggregate shall be at least six inches thick. The aggregate shall not be placed until the entrance area has been inspected and approved by the Resident Project Coordinator. The aggregate shall be dumped and spread into place in approximately horizontal layers. The layer(s) shall not exceed three feet in thickness. The aggregate shall be placed in such a manner as to produce a reasonably homogeneous stable fill that contains no segregated pockets of larger or smaller fragments or large unfilled space caused by bridging of larger fragments. No compaction shall be required beyond that resulting from the placing and spreading operations. The construction entrance shall have a minimum width of 14 feet and a minimum length of 50 feet. All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered included in the unit price for STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance shall have positive drainage away from the roadway. The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-way(s) shall be removed immediately. All removed materials shall be disposed of outside the limits of the right-of-way according to Article 202.03 of the Standard Specifications and/or as directed by the Resident Project Coordinator. Construction entrances crossing curb & gutter, sidewalks, HMA shoulders, and/or other roadway appurtenances shall include protection for these items. The cost of such protection shall be included in the contract unit price for STABILIZED CONSTRUCTION ENTRANCE. If any of these appurtenances are damaged by the Contractor, they shall be repaired or replaced to the Resident Project Coordinator's satisfaction at the Contractor's cost. **Method of Measurement:** The STABILIZED CONSTRUCTION ENTRANCE will be measured in place and the area computed in square yards. **Basis of Payment:** The work will be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE. The unit price shall include all material, labor, equipment, and any other items required to complete and maintain the construction entrance in accordance with the erosion control plans.

CLEARING AND GRUBBING

Description. This work shall consist of all material, equipment and labor required for clearing of the proposed work limits adjacent to the bank stabilization of all brush and debris. Brush is defined as woody vegetation less than 6 inches in diameter at breast height (DBH). Contractor is also responsible for removal and disposal of this vegetation and debris off site. **Basis of Payment.** This will be paid for at the contract lump sum price for CLEARING AND GRUBBING.

TREE REMOVAL

Description. Tree Removal shall be in accordance with Section 201 of the Standard Specifications. Trees to be removed are indicated on the Final Engineering Plans. **Basis of Payment.** Tree removal will be paid for at the contract unit price per unit diameter for TREE REMOVAL (6 to 15 UNITS DIAMETER) or TREE REMOVAL (OVER 15 UNITS DIAMETER).

STORM DRAIN OUTLET MODIFICATION

Description. Storm drains outlet modification shall include all equipment, materials and labor required to modify the existing storm sewer outfalls found along or protruding through the existing bank to properly discharge to the channel in its proposed condition. The size and materials of these discharges vary but are less than 12-inches in diameter. The modification will typically consist of shortening, or rarely extending these existing drains to discharge at the proposed grade or through the proposed gabion baskets. Larger culverts and flared end sections have been called out and will be paid for separately under EXISTING OUTLET RESTORATION. Any PVC pipe to be used for storm sewer extensions shall be PVC SDR-26 pipe, and it shall be provided and placed in conformance with ASTM Designation D-2241. Joints shall conform to ASTM Designation F-477. Fittings shall be provided incidentally as necessary to maintain cover and reasonable gradient, all to the Resident Project Coordinator's satisfaction. Any corrugated metal pipe (CMP) and joints to be used for storm sewer extensions shall be in conformance with ASTM Designation A-760. Fittings shall be provided incidentally as necessary to maintain cover to the Resident Project Coordinator's satisfaction. **Basis of Payment.** This item will be paid for at the contract unit price per each for STORM DRAIN OUTLET MODIFICATION.

EXISTING OUTFALL RESTORATION

Description. Existing outfall restoration shall include all equipment, materials and labor required to restore the existing outfalls located within the channel as specified in the final engineering plans. All material (rip rap, geotextile fabric, storm sewer, end sections, etc.) as shown in the construction detail shall be included under this item and will not be paid for separately. **Basis of Payment.** This item will be paid for at the contract unit price per each for EXISTING OUTFALL RESTORATION.

TREES AND SHRUBS

Native trees to be provided are to be as follows with Resident Project Coordinator to approve the final species and quantities selected and direct, as to where on each top of bank and upper four feet of each bank each tree is to be placed:

Highland Park Streambank Stabilization		
Native Tree and Shrub List		
Type	Species	Common Name
Large Tree	<i>Celtis occidentalis</i>	Hackberry
	<i>Quercus bicolor</i>	Swamp White Oak and White Oak
	<i>Tilia americana</i>	American Linden
	<i>Platanus occidentalis</i>	Sycamore
	<i>Quercus palustris</i>	Pin Oak
	<i>Acer saccharum</i>	Sugar Maple

	<i>Betula nigra</i>	River Birch
Multistem Tree	<i>Thuja occidentalis</i>	Arborvitae
	<i>Cercis canadensis</i>	Red Bud
	<i>Carpinus caroliniana</i>	Blue Beech
	<i>Malus ioensis</i>	Iowa Crab
	<i>Ostrya virginiana</i>	Ironwood
	<i>Staphylea trifolia</i>	Bladdernut
	<i>Viburnum prunifolium</i>	Blackhaw
Shrub	<i>Cornus sericea</i>	Red-Twig Dogwood
	<i>Physocarpus opulifolius</i>	Ninebark
	<i>Viburnum lentago</i>	Nannyberry
	<i>Aronia melanocarpa</i>	Black Chokeberry
	<i>Cephalanthus occidentalis</i>	Buttonbush

Tree and shrub planting shall be done in accordance with the provisions of Section 253 of the Standard Specifications. Trees shall be planted where the Owner and Resident Project Coordinator approves. Tree and shrub planting shall be done in the spring or fall during optimum periods and using accepted planting methods for successful establishment. The Contractor in cooperation with the Resident Project Coordinator will provide a tree and shrub planting plan to be included with the as-built records. **Trees shall be 2 ½" caliper or greater. Trees and shrubs will have a one-year warranty period at the time of installation as guaranteed by bond. Basis of Payment.** This item will be paid for at the contract unit price of EACH for TREES and SHRUBS.

SEEDING

This work shall consist of installation of native seed, and other materials in the planting bed and maintenance of the affected areas throughout the performance requirement period. The work shall consist of watering, weeding, and additional installation of seeding when required to meet the performance criteria. All native seed species provenance will be local genotype and will be from a radius of 200 miles from the site.

Broad Spectrum Prairie Seed Mix		
Scientific Name	Common Name	Lbs./Ac
COVER CROP		
<i>Avena sativa</i>	oats	25.000
GRASSES & SEDGES		
<i>Andropogon gerardii</i>	big bluestem	1.500
<i>Andropogon scoparius</i>	little bluestem	7.000
<i>Bouteloua curtipendula</i>	side-oats grama	4.000
<i>Carex bicknellii</i>	Bicknells oval sedge	0.250
<i>Carex crinita</i>	fringed sedge	0.250

<i>Carex molesta</i>	troublesome sedge	0.250
<i>Carex vulpinoidea</i>	brown fox sedge	0.250
<i>Elymus canadensis</i>	Canada wild rye	2.000
<i>Elymus virginicus</i>	Virginia wild rye	2.000
<i>Hystrix patula</i>	bottlebrush grass	1.000
<i>Juncus dudleyi</i>	Dudley's rush	0.031
<i>Panicum virgatum</i>	switch grass	0.250
<i>Sorghastrum nutans</i>	Indian grass	1.500
FORBS		
<i>Asclepias incarnata</i>	swamp milkweed	0.063
<i>Asclepias syriaca</i>	common milkweed	0.063
<i>Asclepias tuberosa</i>	butterfly weed	0.250
<i>Aster novae-angliae</i>	New England aster	0.125
<i>Aster laevis</i>	smooth aster	0.063
<i>Aquilegia canadensis</i>	columbine	0.063
<i>Coreopsis lanceolata</i>	sand coreopsis	0.125
<i>Dalea purpurea</i>	purple prairie clover	0.250
<i>Echinacea pallida</i>	pale purple coneflower	0.125
<i>Echinacea purpurea</i>	purple conflower	0.375
<i>Eryngium yuccifolium</i>	rattlesnake master	0.375
<i>Helenium autumnale</i>	sneezeweed	0.125
<i>Heliopsis helianthoides</i>	early sunflower	0.125
<i>Lupinus perennis</i>	wild lupine	0.125
<i>Monarda fistulosa</i>	wild bergamont	0.063
<i>Penstemon digitalis</i>	foxglove beard tongue	0.250
<i>Pycnanthemum virginianum</i>	mountain mint	0.031
<i>Ratibida pinnata</i>	yellow coneflower	0.375
<i>Rudbeckia hirta</i>	black-eyed Susan	0.125
<i>Rudbeckia subtomentosa</i>	sweet black-eyed Susan	0.125
<i>Rudbeckia triloba</i>	brown-eyed Susan	0.125
<i>Silphium integrifolium</i>	rosin weed	0.375
<i>Solidago rigida</i>	stiff goldenrod	0.375
<i>Solidago speciosa</i>	showy goldenrod	0.125
<i>Verbena stricta</i>	Hoary Vervain	0.125
<i>Zizia aurea</i>	golden Alexanders	0.250
Total Native:		24.877

Seed quality must meet the applicable standards set forth in Standard Specifications Article 1081.04. No seed shall be sown until purity testing has been completed for the seeds to be used. The Contractor shall submit written verification that the seed mixtures meet the agreed upon mix proportions and the noxious weed requirements. Written verification of seed testing shall come from the seed producer. Seed tags will be provided to the Resident Project Coordinator.

Classes of seed mixes are to be provided and placed as follows:

1. Broad spectrum seed mix shall be placed up the slope from Natural or Stone Toe Protection areas as shown on the construction details in the Final Engineering Plans and any areas within the top of bank that were disturbed for construction access.
2. IDOT Seed Class 1 shall be placed within the disturbed limits associated with gabion installation and construction access, with the exception of disturbance that is designated to be seeded with the broad spectrum seed mix.
3. Temporary stabilization – cover crop to be utilized on all disturbed areas as required in Section 251 of the Standard Specifications.

Seeding generally will not be paid for until 90 days after seed is sown and plant life is flourishing. Variations in seed mixture must be approved in writing by the Resident Project Coordinator and by the SMC. The Contractor must perform the planting, seeding, and protection work in 2026. However, he must meet the performance requirements as defined below within the contract time or time extended as allowed by the Resident Project Coordinator. Equipment shall be operated in a manner to ensure 95 percent coverage of the entire area to be planted or seeded. The surface of the seed bed shall be prepared so that no clods, over one inch in diameter, weeds, sticks, crusting, or gullying is present. The plant or seed bed shall be thoroughly disked everywhere to a minimum depth of six inches before topsoil is placed. Satisfactory performance shall consist of 95 percent coverage of the planted or seeded area at the end of the first growing season (Fall of 2026). None of the plant species in native mixes in any planting or seeding zone may be non-native or invasive species, i.e., cattail, garlic mustard, or reed canary grass. Coverage shall mean a uniform coverage of vegetation at least two inches tall from finished grade for any square yard planted. If the Contractor does not meet the above performance standard on or by October 30, 2026, another inspection will take place during the following growing season (Spring or Summer of 2027) and no additional payment will be made for any additional reseeding that is required. **Basis of Payment.** These items will be paid for at the contract unit price per SQUARE YARD for SEEDING (BROAD SPECTRUM SEED MIX) AND SEEDING, CLASS 1.

EROSION CONTROL BLANKET

Description. EROSION CONTROL BLANKET shall be performed in accordance with Section 251 of the Standard Specifications. This item shall consist of furnishing all labor, materials, tools, and equipment required install the required erosion control blanket on disturbed areas as indicated in the final engineering plans. This protection work shall be done immediately after planting and seeding is done in any particular area.

After tree and brush removal is accomplished, toe protection has been placed, grading is completed, sewer work is done and riprap work is done, the Resident Project Coordinator will direct revegetating work including placement of erosion blanket.

Two types of erosion control blanket will be used for this project:

1. North American Green S75BN shall be installed over all areas that receive IDOT Class 1 seed. This shall be included in the cost of SEEDING, CLASS 1.
2. North American Green S150BN shall be installed over all areas that receive the Broad Spectrum Seed Mix. This shall be included in the cost of SEEDING (BROAD SPECTRUM SEED MIX).

Basis of Payment. Erosion control blanket shall be included in the cost of the seeding and will not be paid for separately.

GABION BANK STABILIZATION

Description. The work consists of furnishing, assembling, and installing rock filled wire mesh gabion baskets and 2-foot wide stone toe stabilization at the base of the gabions as shown on the drawings and specified herein. This work shall be in accordance with Sections 202, 203, and 284 of the Standard Specifications with the following exceptions.

Submittal Requirements. Contractor shall submit manufacturer's technical data and installation instructions. CONTRACTOR shall also submit to the RESIDENT PROJECT COORDINATOR for review a shop drawing detailing the gabion basket layout, basket orientation and wall elevations including approximate step locations and basket transitions.

Installer Qualifications. Engage an experienced Installer with experience and qualifications that satisfy the requirements of the project pre-qualification process.

Materials. All materials required to complete the installation of the gabion bank stabilization shall be included in the unit cost for GABION BANK STABILIZATION and will not be paid for separately.

GABIONS

- A. Gabions shall be fabricated, assembled, and installed in accordance with the nominal wire sizes and dimensions shown in Tables 1, using the following materials unless otherwise specified.

Table 1 – Minimum requirements*

Gabion baskets—height 12, 18, or 36 inches; length as specified.

Type of wire	Mesh size (in)	Wire diameter (in)	PVC coating (in)	Total diameter (in)	Galvanized coating oz./ft ²
Woven mesh	3.25 x 4.5	0.118	None	0.118	0.8
	3.25 x 4.5	0.105	0.02	0.145	0.8
Selvage		0.153	None	0.153	0.8
		0.132	0.02	0.172	0.8
Lacing and internal connecting wire		0.086	0.02	0.126	0.7

Type of wire	Mesh size (in)	Wire diameter (in)	PVC coating (in)	Total diameter (in)	Galvanized coating oz./ft ²
Welded mesh	3 x 3	0.118	None	0.118	0.8
	3 x 3	0.105	0.02	0.145	0.8
Spiral binder		0.105	0.02	0.145	0.8

*Note: The wire sizes and PVC coating thickness shown are nominal sizes. The wire sizes include the galvanizing coating thickness.

- B. Wire for fabrication and assembly shall be hot-dipped galvanized. The wire shall have a minimum tensile strength of 60,000 pounds per square inch. Galvanized steel wire shall conform to ASTM A 641, class 3, soft temper.
- C. Spiral binders are the standard fastener for welded-mesh gabion baskets and mattresses and shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabion baskets and mattresses.
- D. Alternate fasteners for use with wire mesh gabions, such as ring fasteners, shall be formed from wire meeting the same quality and coating thickness requirements as specified for the gabions.
- E. Standard fasteners and alternate fasteners must provide a minimum strength of 1,400 pounds per lineal foot for gabion baskets and 900 pounds per lineal foot for gabion mattresses. When used to interconnect gabion baskets or mattresses with PVC coating, ring fasteners shall be made of stainless steel, and spiral fasteners will be PVC coated. All fasteners shall meet all of the closing requirements of the gabion manufacturer in addition to any requirements specified in section 7.

ROCK

- A. Rock for gabions shall meet the requirements of the Section 284 and Sub Section 1005.01 contained in the Standard Specifications.
- B. The stone shall conform to the requirements of Quality Designation A and shall not contain objectionable quantities of dirt, sand, clay, or rock fines. The stone shall be well graded with maximum stone dimensions ranging between 4 to 8 in. (100 to 200 mm). No stone shall have a minimum dimension less than 3 in. (75 mm), and the ratio of maximum to minimum dimension shall not be greater than two.
- C. The Gabion material shall be approved and assignable per the Illinois Department of Transportation AGSC Program at the stone provider's quarry. Stone Provider's Quarry shall be Vulcan Materials Company's Barbers Corners Quarry or approved equal.
- D. Coarse aggregate backfill shall meet IDOT requirements for the following gradations CA-1, CA-3, or RR-1.
- E. Stone riprap at face of gabions shall meet IDOT requirements for gradations RR-3.
- F. All rock shall be included in the unit cost for GABION BANK STABILIZATION and will not be paid for separately.

GEOTEXTILE FILTER FABRIC

- A. Geotextile filter fabric shall meet the requirements in Section 592 (Geotextiles) of the Illinois Urban Manual.

VEGETATIVE PLANTINGS

- A. Vegetative plantings shall be planted on the top of gabion baskets. **Soil lift over top of gabion wrap with NAG SC150 (or Approved Equal) place stakes every 18-inches O..C.**

CONSTRUCTION REQUIREMENTS

- A. Construction shall be in accordance with the Sub Sections 284.03, 284.04 and 284.05 contained in the Standard Specifications.

EARTH EXCAVATION

- A. All earthwork excavation and removal from site related to the installation of the gabion baskets shall be included in the unit cost of this item and will not be paid for separately.
- B. Surplus or waste material resulting from the riprap operations shall be disposed of legally by the Contractor at his own expense.

Basis of Payment. These items will be paid for at the contract unit price per linear foot for GABION BANK STABILIZATION of the height specified, which price shall include all required excavation and disposal of excess material, granular backfill, compacted layer of bedding material, filter fabric, stone toe protection, in-stream work (creek diversion), dewatering, labor and any other items or materials required to complete the work for the wall height specified.

PULL BACK SLOPES

Description. The work consists of grading the banks of the channel to a slope as defined on the plans including both behind the Rock Toe Protection and behind the Gabion Bank Stabilization.

Installer Qualifications. Engage an experienced Installer with experience and qualifications that satisfy the requirements of the project pre-qualification process.

Materials. All materials required to complete the installation of the gabion bank stabilization shall be included in the unit cost for PULL BACK SLOPES and will not be paid for separately.

Installation.

CONSTRUCTION REQUIREMENTS

- A. Construction shall be in accordance with the Sections 202 contained in the Standard Specifications.

EARTH EXCAVATION

- A. All earthwork excavation and removal from site related to the construction of the pulled back slopes shall be included in the unit cost of this item and will not be paid for separately.
- B. Surplus waste material resulting from the operations shall be disposed of legally by the Contractor at his own expense. **Basis of Payment.** This work shall be measured and paid for at the contract unit price per foot for PULL BACK SLOPES which includes all labor, equipment, excavation, and disposal of excess material and materials to complete the work as described herein.

ROCK TOE PROTECTION

Description. This item shall consist of furnishing all labor, materials, tools, and equipment required to install the stone toe protection as shown on the plans. This work shall also consist of excavating to the preferred grade and furnishing and placing stone riprap in accordance with Section 281 of the Standard Specifications at the locations and dimensions as shown on the final engineering plans or as directed by the Resident Project Coordinator. The stone shall be IDOT gradation RR-4 and have depth of at least 16-inches. A bedding layer (IDOT gradation CA-1) shall be at least 4-inches thick. The rock toe protection shall be 4-feet wide unless otherwise noted. Rock toe protection in front of the gabions shall be RR-3 and be 2 feet wide and shall be included in the unit cost of GABION BANK STABILIZATION. **Basis of Payment.** This work shall be measured and paid for at the contract unit price per foot for ROCK TOE PROTECTION which includes all labor, equipment, excavation, disposal of excess material and materials to complete the work as described herein.

ROCK RIFFLE INSTALLATION

Description. This work shall consist of the construction of a Rock RIFFLE in the stream bottom at the location shown on the plans in accordance with the special provisions, plan details, and as directed by the Engineer. **Materials.** Material to construct the riffle sill shall be as shown on the plan details and drawings and in accordance with the following:

Boulders shall be naturally occurring having a minimum size class of sixteen (16) inches and a maximum size of thirty (30) inches. The boulders shall be smooth and generally round or oval in shape and reasonable free of seams, cracks, and other structural defects. Crushed or quarried stone shall not be acceptable. Cobble for filling the spaces between boulders and for scattered surfacing shall be natural occurring glacial deposit stone, generally round providing for a uniform gradation from 2" to 10". Crushed or quarried stone shall not be acceptable. **Installation.** The Rock Riffle is the width of the channel bottom perpendicular to flow. The boulders to be used for the Riffle Sill are important and shall be selected and laid in their intended configuration so that when fully installed should be set end to end touching each other, observing that the outer boulders on each end will vary in grade as shown in the plan detail. Cobble shall then be infilled within the boulder matrix to complete the riffle. **Basis of Payment.** This work shall be measured and paid for at the contract unit price per EACH for ROCK RIFFLE INSTALLATION which shall include all labor, equipment, and materials necessary to complete the work as described within.

RIVER BY-PASS PUMPING AND SITE DEWATERING

Description. This work shall consist of dewatering (regardless of the water source) all work areas to dredge and grade the existing creek channel, install streambank stabilization, and storm sewer, etc. to relatively dry conditions to maintain suitable working conditions and sediment control.

Products. CONTRACTOR shall be responsible for the choice of the product(s) and equipment as well as "means and methods" for the River By-Pass Pumping and Site Dewatering Work to be performed subject to the review of the RESIDENT PROJECT COORDINATOR. All products and "means and methods" selected shall be adequate for the intended use/application. RESIDENT PROJECT COORDINATOR'S review does not relieve the CONTRACTOR from compliance with the requirements of the Standard Specifications and the requirements of this special provision.

Submittals. CONTRACTOR shall submit to the RESIDENT PROJECT COORDINATOR for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including sediment and erosion control procedures using Best Management Practices.

Best Management Practices are anticipated (but not limited to) to include:

By-Pass Pumping

Sump Pit

Pumps, Hoses, Etc.

Sediment Filter Bags

Removal and proper disposal of all BMP's and sediment associated with dewatering. Additional erosion and sediment control BMP's as per RESIDENT PROJECT COORDINATOR'S and Lake County SMC's direction

Responsibility. The CONTRACTOR shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as "means and methods" of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations, and these Specifications. All product(s), equipment and

“means and methods” selected shall be adequate for the intended use/application. Review by RESIDENT PROJECT COORDINATOR does not relieve CONTRACTOR from compliance with the requirements specified herein. The CONTRACTOR is cautioned that the existing river operates for the area and its function and capacity may not be impaired during construction. The CONTRACTOR may be granted an extension of time commensurate with the period in which the river is functioning during a rainfall event, but such extension of time shall in no case be greater than 48 hours after the end of a given rainfall event. **General Requirements.** The CONTRACTOR shall select the pumps he/she desires to use and the rate at which the pumps are discharged, but adequate protection at the pump discharge shall be provided by the CONTRACTOR, subject to review by the RESIDENT PROJECT COORDINATOR. The CONTRACTOR shall ensure that downstream water quality shall not be impaired. At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water (including ground water, ditch water, storm sewer water, storm runoff, and water generated from CONTRACTOR’S activities) entering any excavation or any other parts of the Work. The CONTRACTOR will be responsible for furnishing the necessary labor and supervision to set up and operate the diversion pumping system. The CONTRACTOR shall provide sufficient inspection personnel to ensure that surcharging and backups do not occur on public or private property while pumping or plugging operations are being conducted. If bypass pumping is required on a 24-hour basis, the pumping equipment shall be equipped with mufflers to minimize noise to a level of 75 decibels or less (at 30 feet). The CONTRACTOR shall be required to obtain permission from private property owners if it is necessary to string pipes or hoses on said property. Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent waterways, adjacent property, or streets or to other work under construction. Water shall be discharged with adequate erosion and sediment control protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the CONTRACTOR. 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. **Bypass Pumping.** Bypass pumping to keep the work areas relatively dry, shall meet the above requirements. The cost of this work is included in the cost of RIVER BY-PASS PUMPING AND SITE DEWATERING. **Requirements – Sediment Filter Bags.**

- A. Sediment filter bags to be sized based on volume of water being pumped and quantity and type of sediment.
- B. Multiple discharges into a single bag are not permitted.
- C. Sediment filter bag shall be oriented to direct flow away from construction area and discharge filtered water into approved manhole or other receiving area.
- D. Sediment filter bag shall be replaced when it becomes ½ full of sediment or when the sediment has reduced discharge flow rate below the design requirements.
- E. Place straps, cross chains, pallets, or other lifting device under the sediment filter bag for ease of replacement.

Basis of Payment. This work will be measured and paid for at the contract lump sum for RIVER BY-PASS PUMPING AND SITE DEWATERING, regardless of the number of areas that require dewatering. Payment includes construction of the sump pit(s), dewatering filter bag, as detailed on the plans.

20.0 MAINTENANCE AND MONITORING

Description. This work shall consist of monitoring and maintenance of the installed bank stabilization improvements for a period of three years after the completion of construction.

Maintenance. The contractor shall be responsible for the following monitoring and maintenance tasks for a three-year period after the completion of construction.

Task	Frequency
<u>Overall</u>	
Control litter and debris	Spring, Summer & Fall
Gabion basket, stone toe, and riprap failures: Repair to establish original design intent. Seed with temporary cover crop on all slopes.	Spring, Summer, Fall
<u>Bank Stabilization</u>	
Banks/slopes: Inspect for scour, bank failure, erosion deficiencies along the stone toe and channel obstruction. Repair as needed.	After major rain event: Year 1 Spring: Years 2 and 3
Remove sediment deposited during high intensity storm events and mend channelized areas of incoming swales.	After major rain event: Year 1. Spring: Years 2 and 3
<u>Vegetation</u>	
Identify need for reseeding. Supplement alternative native vegetation if a significant portion has not established (90% of the surface area).	Spring & Fall
Remove invasive vegetation. Invasive vegetation including but not limited to purple loosestrife, buckthorn, phragmites, and reed canary grass – to be treated with herbicide and cut or pulled	Spring
High mow (no less than 12” high) in Years 1 and 2 to control invasive weeds and promote native establishment. Annually burn native vegetation after Year 2, or when suitable. Continue burn program every 2 to 3 years. Burning or high mowing in spring prior to plant growth or in fall after plants have gone to seed.	Spring OR Fall
Herbicide applications on an as-needed basis by a licensed applicator to control weed species, usually two applications/year for at least first 2-3 years.	Spring & Fall

Monitoring and Reporting. The CONTRACTOR shall provide quarterly written reports to the OWNER detailing the monitoring and maintenance performed. **Basis of Payment.** This work shall be paid for at the lump sum price per year for MAINTENANCE AND MONITORING. The price shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans.

TEMPLATE FORMS

The administration of this contract requires documentation and compliance with the State of Illinois' Central Management Services' (CMS') Business Enterprise Program (30 ILCS 575/0.01 *et seq.*) and the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriate Capital Funds (30 ILCS 559/20-20 to 20-25) which is the responsibility of the CONTRACTOR.

The following **TEMPLATE FORMS** have been included for reference. Documentation requirements are subject to change based on Project Funding.

[INTENTIONALLY LEFT BLANK]

ATTACHMENT A

RESPONSIBLE BIDDER AFFIDAVIT

This BIDDER submits the following Affidavit as part of our proposal in accordance with the DCEO Grant Compliance items set forth herein.

This project is being supported, in whole or in part, by DCEO FUNDING AGREEMENT #24-413046.

That the bidder agrees to and shall comply with the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375.

The bidder further agrees to and shall comply with the following State of Illinois provisions and laws which apply to this DCEO Project:

DCEO GRANT COMPLIANCE ITEMS	
Prevailing Wages (Davis-Bacon Act) (820 ILCS 130/0.01 et seq.)	
Steel Products Procurement (Domestic Steel) (30 ILCS 565 et. seq.)	
Compliance with Business Enterprise Program Goal (30 ILCS 575/0.01; 775 ILCS 5/2-105)	28%
Illinois Works Jobs Program Act (820 ILCS 130/0.01 et seq.)	
Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25)	
Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.)	
Bribery (30 ILCS 500/50-5))	
Bid Rigging (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4)	
Forced Labor Act (30 ILCS 583)	
Goods from Child Labor Act (30 ILCS 584)	

PAY REQUEST DOCUMENTATION REQUIREMENTS
Certified Payrolls (Illinois Public Act 94-0515)
Lien Waivers
Contractor's Affidavits
BEP Partial Waiver / Final Waiver
Illinois Works Job Programs Acts Documents

I am an authorized signer on behalf of the bidder, and I have read and understand the requirements for this project and that I agree to comply with the requirements set forth herein.

BIDDER Authorized Signature

Date

ATTACHMENT B

BIDDER BUSINESS ENTERPRISE PROGRAM ACT UTILIZATION FORMS

This BIDDER submits the following Utilization Plan as part of our proposal in accordance with the requirements of The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (ACT) (30 ILCS 575). We understand that compliance with this Act is required as part of this plan for the project designated as the **Skokie River Channel Improvements for the Park District of Highland Park.**

[IF NECESSARY, ATTACH ADDITIONAL SUBCONTRACTOR AND SUPPLIER FORMS]

This BIDDER makes the following assurance and agrees to include the assurance in each contract with a contractor, subcontractor or supplier utilized on this plan: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure to carry out these requirements is a material breach of this plan, which may result in the termination of this plan or such other remedy, as the OWNER deems appropriate.

Contractor's person responsible for compliance:

Name: _____

Title: _____

Telephone: _____

Email: _____

We submit one (1) of the following statements:

- ☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- ☐ We attach Section I to demonstrate our plan fully meets the BEP utilization goal of _____% through subcontracting.

BIDDER Authorized Signature

Date

In accordance with the Instructions to Bidders, OWNER reserves the right to conduct, during the evaluation of bidders, such additional investigations as it deems necessary to establish the responsibility, qualifications, and ability of subcontractors, suppliers, individuals, or entities name above to perform the work. This may include, but is not limited to, requests for the submittal of a Bidder's Work History Form and Bidder's Organizational Experience and Workload Form for any subcontractor, supplier, individual, or entity name above. Bidder shall, in accordance with the Instructions to Bidders, promptly and in a timely manner submit such information and data as OWNER may request to conduct such investigations.

ATTACHMENT C

Section I Utilization of Certified Vendors

1) To achieve the BEP utilization goal through contracting, the following is proposed:

Contractor's person responsible for compliance:

Subcontractor/Supplier: _____

Principal Business Address: _____

Contact: _____ Telephone: _____

Fax: _____ Email: _____

At the time of submission, the above certified vendor is:

☐ Certified with the CMS Business Enterprise Program (BEP): ☐ MBE ☐ WBE ☐ WMBE ☐ PBE

☐ Meets the criteria and has submitted an application for certification with BEP

2) A detailed description of the work/services to be done by this certified vendor is as follows:

3) The total estimated cost of the work to be contracted/subcontracted to the Certified Subcontractor is \$ _____, or _____ % of the total cost of the CONTRACT.

4) NOTE: The Prime CONTRACTOR must indicate the percentage of the estimated contract award that will be subcontracted to the Certified MBE/WBE Subcontractor.

5) A joint venture agreement is not required as the arrangement between _____ and _____ is that of contractor and subcontract and not a joint venture.

6) The CONTRACTOR has not prohibited or otherwise limited _____ (Certified Subcontractor) from providing contractor/subcontractor quotes to other potential Bidders.

We understand that DCEO may require additional information to verify our compliance, and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including invoices, canceled checks, books of account, and time records.

BIDDER Authorized Signature

Date

State of Illinois
**GRANT REQUIREMENTS FOR
MINORITY/WOMEN BUSINESS PARTICIPATION**

PARTIAL

WAIVER OF LIEN TO DATE

Waiver of Lien No. _____

STATE OF _____)
COUNTY OF _____)ss

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by: _____

To furnish for the premise known as:

Project: _____
CDB Project No.: _____

of which the State of Illinois, acting through: _____ (Grantee Name), is the owner.

The undersigned, for and in consideration of

_____ (\$ _____) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our _____ hand and seal

this _____ day of _____, _____

(Company Name)

(Affix Corporate Seal Here)

(Signature)

ATTEST: _____
(Signature of Secretary of Corporation)

ITS: _____ (SEAL)
(Title)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.

WAIVER OF LIEN PROCEDURES

Definitions:

CONTRACTOR. Contractor is the individual, partnership, firm, corporation, or other business entity entering into the Contract to perform the Work under the Contract Documents and is identified as such in the Owner-Contractor Agreement.

SUBCONTRACTOR. Subcontractor is a party having a direct contract with the Contractor to perform any of the Work.

SUB-SUBCONTRACTOR. Sub-Subcontractor is a party having a direct or indirect contract with a Subcontractor to perform any of the Work.

SUPPLIER. Supplier is a party having a direct contract with the Contractor, Subcontractor, or Sub-subcontractor to furnish material or equipment for the Work.

Partial Lien Waivers:

1. The Contractor's partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract sum.

Final Lien Waivers: The Contractor's request for final payment shall include:

1. The Contractor's Final Declaration (CDB Form CFD).
2. Final lien waivers in the full amount of their contracts from all subcontractor and suppliers for which final lien waivers have not previously been submitted.

Use of CDB Waiver Forms

All waivers shall be submitted on CDB Forms. On special request, when the use of CDB's form will result in the Contractor's inability to obtain a waiver, the project manager may allow the use of an alternate form.

Corporate seal is not a required element.

<p>IMPORTANT NOTICE DISCLOSURE OF THIS INFORMATION IS MANDATORY IN ACCORDANCE WITH THE STANDARD DOCUMENTS FOR CONSTRUCTION. FAILURE TO COMPLETE THIS WILL PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE A MATERIAL BREACH OF CONTRACT.</p>
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STATE OF ILLINOIS
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS¹

Grantee Instructions: Please complete this form as soon as: (1) the estimated total project costs (Part I) are known; and (2) the prevailing wage classifications and estimated hours are known (**only required if the estimated total project costs are over \$500,000**). See Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than, at the time, the first periodic reports are due.

Part I. Organization and Project Information

Organization Name	NOFO Number (if known)
Grant Number (if known)	Grant Term (if known)
Project Description	
Estimated Total Project Cost	Estimated Project Term

1. Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total \$500,000 or more**: Yes No
If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

Part II. Applicable Apprenticeship Goal

¹ For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

Please respond to question number 1 OR 2, as applicable:

1. For projects estimated to receive \$500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost: Yes No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

2. For projects estimated to receive less than \$500,000 in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost: Yes No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II:
the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)

the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)

the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

Will fully comply with the 10% apprenticeship goal.

Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

C. Complete this chart, below to provide the total hours estimated for work on the project for each prevailing wage classification as directed in Part III.A, above.

Prevailing wage classifications and rates can be found from the Illinois Department of Labor. Please visit <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> for rate and classification information.

Part IV. Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization Name

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date

2. State Agency Acknowledgement:

State Agency

Title

Printed Name

Signature

Date

State Agency Instructions: If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this grant, please forward this form to the Department of Commerce and Economic Opportunity at CEO.ILWorks@illinois.gov. If the State Agency determines that no apprenticeship goal applies to this grant, the State Agency should maintain a copy of this form in its grant file.

**Grant Compliance Requirements
for the
Department of Commerce and Economic Opportunity (DCEO)
Funding Agreement#24-413046**

The Grant Agreement Between The State of Illinois, Department of Commerce and Economic Opportunity and Lake County, agreement number 24-413046 ("the Grant Agreement") is hereby incorporated into this agreement. [Contractor] is hereby notified of and acknowledges its obligations with respect to abiding by all applicable laws, regulations, terms, and conditions of the Grant Agreement.

This document and its contents are for use by the local project sponsor for bidding, contracting and coordination purposes. A separate Intergovernmental Grant Agreement between SMC and the local sponsor will be in place to ensure agreement to these compliance obligations.

In following:

- **Table 1: DCEO Grant compliance requirements**
- **Table 2: DCEO Grant payment documentation requirement**
- **Table 3: DCEO Grant closeout documentation requirement**
- **DCEO Documentation and reimbursement procedures**
- **DCEO Reimbursement policies**
- **Example language for bidding documents**
- **Template Forms**
 - **Business Enterprise Program (BEP) Goal**
 - **How to locate certified BEP vendors for your DCEO grant project**
 - **Good faith effort documentation checklist**
 - **DCEO BEP Utilization plan**
 - **Partial BEP waiver**
 - **Illinois Works Jobs Program Act apprenticeship initiative budget supplement for public works projects funded by state appropriated capital funds**
 - **Apprenticeship goal form**
 - **Request for waiver or reduction of public works project apprenticeship goal form**
 - **Sample AIS Step certifications for domestic iron and or steel**
 - **Bidder Certification Regarding the Use of American Iron and Steel Products**

EXHIBIT "A"

The DCEO agreement requires project compliance with the following:

Table 1: DCEO GRANT COMPLIANCE REQUIREMENTS	
REQUIRED BY PROJECT OWNER AND CONTRACTOR	
a) Prevailing Wage Act Compliance	<p>The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the agreement and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.</p> <p>To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).</p>
b) Steel Products Procurement Act (30 ILCS 565/1 et seq.).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification of domestic iron and steel with shop drawing submittals.</p>
c) Domestic Preferences for Procurements.	<p>In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification with shop drawing submittals.</p>
d) Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.</p>

<p>e) Compliance with Business Enterprise Program.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.</p> <p>The Cumulative BEP for this funding is 28% of subproject grant award value for BEP firm designations: MBE/WMBE/WBE/WMBE (i.e. a project cost of \$2,750,000 will require \$770,000.00 in construction costs from BEP firms).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 1, 2, and 3. To be documented with a Business Enterprise Program utilization plan, pay request waivers and final contractual paperwork. Contractor is required to submit a completed form with bid "Business Enterprise Program (BEP) Goal DCEO BEP Utilization Plan" Upon contract award by project owner, no modification of contractors BEP bid submittal is approved without input to SMC. Modification of subcontractor lists specific to BEP compliance will need to be presented to SMC for review and approval. All modification requests will need to include a summary of reasons and proposed alternative firms and/or subcontract values that contract proposes to meet BEP percentages.</p>
<p>f) Compliance with Illinois Works Jobs Program Act.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre- apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.</p>

g) Compliance with the Employment of Illinois Workers on Public Works Act.	<p>In a period of excessive unemployment rates, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.</p> <p>To be documented per bid solicitation, contract, and final contractual paperwork and completed. Contractor is required to submit a completed form with bid "State of Illinois, Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds." Goal is 10%</p>
h) Illinois Works Review Panel.	<p>For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).</p>
i) Clean Air Act and Clean Water Act.	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).</p>
j) Historic Preservation Act (20 ILCS 3420/1 et seq.).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).</p>

k) Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1)	No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.
l) Illinois Endangered Species Protection Act [520 ILCS 10/11], the Illinois Natural Areas Preservation Act [525 ILCS 30/17], Interagency Wetland Policy Act Title 17 Illinois Administrative Code Part 1075 and Title 17 Illinois Administrative Code Part 1090.	<p>PROJECT OWNER AND CONTRACTOR:</p> <ul style="list-style-type: none"> - If tree clearing is necessary, removing trees will occur between November 1st and March 31st to avoid impacts to bats and birds. - Good housekeeping practices should be implemented and maintained during and after construction to prevent trash and other debris from inadvertently blowing or washing into nearby natural areas. - Soil erosion and sediment control BMPs should be implemented and properly maintained. Wildlife friendly plastic-free blanket should be used to prevent the entanglement of native wildlife where practicable. - This agreement does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code and other applicable authority. - All equipment, including but not limited to boots, tools, equipment, tires, and treads, should be cleaned of all debris prior to entry of the project area, where feasible. Equipment should be power washed off-site, where feasible, to remove exotic/invasive seed or propagules. - Should any herbicide use be required for construction or operation, wind speed and direction should be carefully monitored, in order to avoid herbicide drift. - Projects near and/or adjacent to Illinois Natural Areas Inventory (INAI) sites - Parking and staging in areas adjacent to the INAI site should also be avoided. - Fencing and signage clearly delineating access limits and/or boundaries of INAI site. <p>PROJECT OWNER</p> <ul style="list-style-type: none"> - A long-term invasive species management program should be implemented to avoid the spread of invasive species.
m) Anti-Discrimination.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
n) Bid Rigging.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
o) Bribery.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

<p>p) Criminal Convictions.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that: Neither it nor a managerial agent of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (for non-governmental Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and only, this includes any officer, director or partner of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and receives over \$10 million in total federal Financial Assistance, during the period of this Award, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.</p>
<p>q) Debt to State.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.</p>
<p>r) Debarment.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).</p>
<p>s) Discriminatory Club Dues or Fees.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).</p>
<p>t) Drug-Free Workplace.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is not an individual, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is an individual and this Agreement is valued at more than \$5,000, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will not</p>

u) Equal Pay Act of 2003 (820 ILCS 112 et seq.).	If the Contractor has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Contractor pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Contractor to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement 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.
v) Gift Ban.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.
w) Health Insurance Portability and Accountability Act.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain, for a minimum of six (6) years, all protected health information.
x) International Boycott.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
y) Lien Waivers.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Funds to contractors and subcontractors. To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).

z) Lobbying.	<p>1. Improper Influence. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.</p> <p>2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.</p> <p>3. Lobbying Costs. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.</p> <p>4. Procurement Lobbying. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.</p> <p>5. Subawards. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(1) to 2 CFR Part 200, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must forward all disclosures by contractors regarding this certification to Grantor.</p> <p>6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.</p>
aa) Non-procurement Debarment and Suspension.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
bb) Pro-Children Act.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

cc) Sexual Harassment.	Parties to this agreement certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantee upon request.
dd) Victims' Economic Security and Safety Act (820 ILCS 180 et seq.).	If the Contractor has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Contractor is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Contractor to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement 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.

Table 2: DCEO GRANT PAYMENT DOCUMENTATION REQUIREMENT	
CONTRACTOR PAY REQUESTS (this table does not address project owner specific requirements)	
The following will all be required to be provided to SMC per project owner payment request:	
1. Pay Application, including all quantities to date and approved payment values.	
2. Certified Payrolls (Illinois Public Act 94-0515)	
3. Contractor's Affidavits/Lien Waivers (partial(s) and final).	
4. BEP Partial Waiver/ Final Waiver per applicable prime and/or subcontractor	
5. Also to be included per pay request an Excel file of quantities included in pay request per bid cost schedule.	

Table 3: DCEO GRANT CLOSEOUT DOCUMENTATION REQUIREMENT	
PROJECT OWNER, ENGINEER AND CONTRACTOR (this table does not address project owner specific requirements)	
The following will all be required to be provided in PDF file format to SMC prior to final payment by grant:	
1. Final Overall Project Schedule	7. Copy of all construction contracts funded by grant. Applicable contracts include design engineering, construction engineering, construction, as reimbursed by grant.
2. Photo Documentation (Before, During, Final)	8. Operations And Maintenance Plan
3. All Final Contract Waivers and DCEO BEP waivers	9. Maintenance/Warranty Bond
4. Copy of approved As-built Plans	10. Final Approved Shop Drawings. All materials comprised of iron and steel will require certification that material is domestically sourced from manufacturer and or supplier.
5. Copy of all Project Permits	11. Completed Illinois Works Program Act Forms of goal percentage meet and/or waiver for not meeting percentage.
6. PDF copies of all Project Easements	



DEPARTMENT OF THE ARMY

PERMIT

PERMITTEE: Bryan Winter
Skokie Consolidated Drainage District

APPLICATION: LRC-2023-00665

ISSUING OFFICE: U.S. Army Corps of Engineers, Chicago District

DATE: 4/4/2025

You are hereby authorized to perform work in accordance with the terms and conditions specified below.

Note: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the U.S. Army Corps of Engineers, Chicago District.

PROJECT DESCRIPTION: Highland Park Skokie Riverbank Stabilization, as described in your notification and as shown on the plans titled, "Final Engineering Plans for Skokie River Channel Improvements for the Park District of Highland Park", dated 06/01/2024 (revised 12/17/2024 and 01/31/2025), prepared by V3 Companies, Ltd.

PROJECT LOCATION: Along the Skokie River, north of Half Day Road, south of Old Elm Road, east of Trail Way Road, and west of Old Elm Golf Club, Highland Park, Lake County County, IL. Quarter of Section 23, Township 43 N, Range 12 E (Latitude 42.185892, Longitude -87.798646).

GENERAL CONDITIONS:

1. The time limit for completing the authorized work ends five (5) years from when the Federal official, designated to act for the Secretary of the Army, has signed below. If you find that you need more time to complete the authorized activity(s), submit your request for a time extension to this office for consideration at least 60 days before the above date is reached.

EXHIBIT "B"

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. Please note that this site is within the aboriginal homelands of several American Indian Tribes. If any cultural, archaeological or historical resources are unearthed during activities authorized by this permit, work in that area must be stopped immediately and the Corps, State Historic Preservation Office and/or Tribal Historic Preservation Office must be contacted for further instruction. The Corps will initiate the coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing on the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project. Conditions of the certification are conditions of this authorization. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being accomplished in accordance with the terms and conditions of your permit.

The following special conditions are a requirement of your authorization:

1. This authorization is based on the materials submitted as part of application number LRC-2023-00665. Failure to comply with the terms and conditions of this authorization may result in suspension and revocation of your authorization.
2. You shall undertake and complete the project as described in the plans titled, "Final Engineering Plans for Skokie River Channel Improvements for the Park District of Highland Park", dated 06/01/2024 (revised 12/17/2024 and 01/31/2025), prepared by V3 Companies, Ltd. and, including all relevant documentation to the project plans as proposed.
3. This site is within the aboriginal homelands of several American Indian Tribes. If any human remains, Native American cultural items or archaeological evidence are discovered during any phase of this project, interested Tribes request immediate consultation with the entity of jurisdiction for the location of discovery. In such case, please contact Charissa Lindquist by telephone at (312) 846-5536, or email at

Charissa.J.Lindquist@usace.army.mil. You can also contact my Supervisor, Kathleen Chernich at (312) 846-5531, or email Kathleen.G.Chernich@USACE.Army.Mil.

4. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You must comply with the Lake County Stormwater Management Commission (LCSMC) verbal recommendations and written approval of the project's soil erosion and sediment control (SESC) plans. In addition, you must comply with the manufacturer's installation recommendations for each SESC measure implemented at the project site, provide daily maintenance of the measures during active construction.
 - a. You shall schedule a preconstruction meeting with this office and the SMC to discuss the SESC plans and provide a schedule for installation and maintenance requirements of each measure employed. You shall contact this office and the SMC at least 10 calendar days prior to any pre-construction meeting so that a representative from each agency may attend.
 - b. You must notify this office and the SMC of any changes or modifications to the approved plan set. Please note that field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office will require more frequent site inspections to ensure compliance with your Corps permit.
 - c. Prior to commencement of any in-stream work, you must submit construction plans and a detailed narrative disclosing the contractor's preferred method of cofferdam and dewatering method to this office and to the SMC. Work in the waterway shall NOT commence until the SMC notifies you in writing that the plans have been approved.
5. You shall fully implement the practices identified in the Best Management Practices (BMP) Maintenance and Monitoring (M&M) Plan titled, "Native Planting Summary and Management and Monitoring Plan", dated 12/17/2024, revised 03/03/2025, prepared by V3 Companies, within the first year of project construction. All BMP's shall meet performance criteria in accordance with the approved document. Your responsibility to complete the plan will not be considered fulfilled until you have demonstrated BMP success and have received written verification of that success from this office.
6. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
7. A copy of this authorization must be present at the project site during all phases of construction.
8. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive

approval from this office before work affected by the proposed modification is performed.

9. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.
10. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
11. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
12. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
13. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
14. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment laden as a result of the current construction activities.
15. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
16. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or pre-construction conditions and fully stabilized prior to accepting flows.

Further Information:

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this Authorization.

a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on the behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modifications, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. The office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

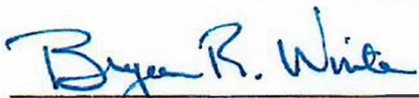
- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 established a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally consider a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this authorization.



PERMITTEE

Bryan Winter

Skokie Consolidated Drainage District

3-24-25

DATE

LRC-2023-00665

Corps Authorization Number

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



For and on behalf of

Colonel Aaron W. Reisinger

Commander, Chicago District

4.4.2025

DATE

If the structures or work authorized by this authorization are still in existence at the time the property is transferred, the terms and conditions of this authorization will continue to be binding on the new owner(s) of the property. To validate the transfer of this authorization and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. The document shall be attached to a copy of the permit and submitted to the Corps.

LRC-2020-665

CORPS PROJECT NUMBER

TRANSFeree

DATE

ADDRESS

TELEPHONE



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

2520 WEST ILES AVENUE, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JAMES JENNINGS, ACTING DIRECTOR

March 25, 2025

Corrected Copy

Corrected Copy Date: April 1, 2025

APR 01 2025

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
231 South LaSalle, Suite 1500
Chicago, IL 60604

Subject: Clean Water Act Section 401 Water Quality Certification
RE: Skokie River Channel Streambank Stabilization, Lake County
Illinois EPA Log No.: C-0135-24 / Federal Agency Permit No.: LRC-2023-665

Sir or Madam:

The Illinois Environmental Protection Agency (Agency) received a request for water quality certification subject to Section 401 of the federal Clean Water Act from Skokie Consolidated Drainage District (Proponent) on Tuesday, December 17, 2024, concerning the subject project. This request was submitted pursuant to a Department of the Army, Corps of Engineers permit request subject to the provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344). The project will involve the placement of stone fill and gabion baskets within approximately 0.38 acre (Ac) of Waters of the U.S. to protect the Danny Cuniff Park and other nearby properties from severe erosion and to protect infrastructure that discharges to the Skokie River. This activity is described in the application material titled:

"V3_NWP13_SkokieRiverChannelImp_APP.pdf", "NWP 13 Final Cover Letter_HighlandPark_230560.pdf", and "FIG1loc230560_UPD.pdf", submitted electronically on July 31, 2024, "C0135_24_SkokieRiverChannel_WQCRrequest_2024_0919.pdf" submitted electronically on Sept. 19, 2024, and "V3_AltAnalysis_EastSkokie_20241216.pdf" submitted electronically on December 17, 2024,

Based on our review of the application material and finalization of this Agency's public participation process, it is the judgment of this office that the proposed project may be completed without causing water pollution as defined in the Illinois Environmental Protection Act and will comply with applicable provisions of Sections 301, 302, 303, 306 and 307 of the Clean Water Act, provided the project is carefully planned, supervised and is performed in compliance with conditions specified in this water quality certification.

This Agency hereby issues certification under Section 401 of the Clean Water Act (PL 95-217), subject to the conditions identified below. This certification becomes effective when the Department of the Army, Corps of Engineers includes the following conditions no. 1 through no. 6 as conditions of the requested permit pursuant to Section 404 of PL-95-217. These conditions are directed at the effect on water quality of the construction procedures involved in the above described project and are not an approval of any discharge resulting from the completed facility, nor an approval of the design of the facility. These conditions do not supplant any permit responsibilities of the applicant toward the Agency.

Any modifications to the proposed activity that is not described in the application material or covered by conditions below and 1) would not meet all the conditions of this certification or 2) may cause a new or an additional pollutant loading to waters of the State of Illinois are not approved.

Water Quality Condition No. 1. General.

The Proponent shall provide adequate planning and supervision for construction methods, processes, and cleanup procedures necessary to prevent water pollution and control erosion. The discharge and associated activity shall not cause:

- a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C, Water Pollution Rules and Regulations;
- b. water pollution defined and prohibited by the Illinois Environmental Protection Act;
- c. interference with water use practices near public recreation areas or water supply intakes; or
- d. violation of applicable provisions of the Illinois Environmental Protection Act.

Water Quality Condition No. 2. Spill Response Plan.

The Proponent shall ensure that a spill avoidance and response plan has been developed and implemented for management of accidental releases of petroleum products to the aquatic environment during construction and for emergency notification of applicable downstream water supply operators and the Illinois EPA. Absorbent pads, containment booms and skimmers shall be available to facilitate the cleanup of petroleum spills. If floating hydrocarbon (oil and gas) products are observed, the proponent or their designee will be responsible for

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
115 S. LaSalle Street, Suite 2203, Chicago, IL 60603
1101 Eastport Plaza Dr., Suite 100, Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000

595 S. State Street, Elgin, IL 60123 (847) 608-3131
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

PLEASE PRINT ON RECYCLED PAPER

Water Quality Certification

IEPA Log no.: C-0135-24

Page 2 of 2

directing that work be halted so that appropriate corrective measures are taken in accordance with the plan prior to resuming work. For the purposes of this certification, "petroleum" means crude oil, refined petroleum, intermediates, fractions or constituents of petroleum, oil sheens, lubricants, and any other form of oil or petroleum.

Water Quality Condition No. 3. Equipment within Waterbody.

All construction equipment and material that enter the waterbody shall be free of contaminants of any kind including, but not limited to: sludge, clay, dirt, oil, grease, organic matter, or any other pollutant that would produce offensive conditions or otherwise violate water quality standards.

Water Quality Condition No. 4. Construction within Waterway.

All construction within the waterway shall be conducted during zero or low flow conditions or otherwise provide appropriate bypass measures (i.e. flumes, culverts, etc.) to minimize sedimentation and maintain normal stream flow during construction. Construction activities shall be conducted in a manner to minimize resuspension of materials in the water column. Techniques such as careful equipment use, construction during favorable weather conditions that minimize turbulence and transport of suspended contaminants and other methods such as turbidity curtains should be used as necessary to minimize re-suspension of sediment material. Turbidity curtains shall be used in accordance with the current version of the "Illinois Urban Manual" <https://illinoisurbanmanual.org/> Practice Standard for Floating Silt Curtain (no. 917).

Water Quality Condition No. 5. Hydraulic Machinery.

All hydraulic machinery utilized for the permitted activity and used in or immediately adjacent to waters of the State shall utilize biodegradable or bio-based hydraulic fluids to minimize pollution in the case of broken or leaking hydraulic equipment. More information about environmentally acceptable alternatives are available at:

https://www3.epa.gov/nepes/pubs/vgp_environmentally_acceptable_lubricants.pdf

Water Quality Condition No. 6. Erosion and Sedimentation Control Measures.

The Proponent shall implement all necessary sedimentation and erosion control measures consistent with the current edition of the "Illinois Urban Manual" found at <https://illinoisurbanmanual.org/>. Interim measures to prevent erosion during construction shall be taken and may include the installation of sedimentation basins, silt fencing and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. All areas affected by construction shall be seeded and stabilized as soon after construction as possible.

This Section 401 water quality certification does not obviate the permittee's responsibility to obtain other required federal, state, or local authorizations, nor does it grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

If you have any questions about this final determination, please contact Oyetunde Tinuoye of my staff at either 217/782-0610 or Oyetunde.Tinuoye@illinois.gov

Sincerely,


Darin E. LeCrone, P.E.
Manager, Permit Section
Division of Water Pollution Control
Illinois Environmental Protection Agency

CC: Applicant
USEPA
Consultant
IDNR
FOS
BOW File