

BIDDING DOCUMENTS

FOR

**MAHONEY CREEK TRIBUTARY - MICHAEL WILD
PARK DRAINAGE IMPROVEMENTS**



CITY OF BATAVIA

KANE COUNTY, ILLINOIS

DECEMBER 2025



TABLE OF CONTENTS

Part I

Invitation to Bid.....	IB 1 - 2
Instructions to Bidders.....	ISB 1 - 5
Prevailing Wage.....	PW 1 - 10
Bid Proposal.....	BP 1 - 2
Bid Schedule.....	BS 1 - 3
Bid Conditions.....	BC 1 - 4
Contract.....	C 1 - 1
Standard Form of Performance Bond.....	PB 1 - 2
Notice of Award.....	NA 1 - 1
Notice to Proceed.....	NP 1 - 1

Part II

General Conditions of the Contract.....	GC 1 - 15
---	-----------

Part III

Standard Specifications.....	SS 1
Special Provisions.....	SS 2-30

Part IV

Location Map	
--------------	--



PART I

Invitation to Bid.....IB 1 - 2
Instructions to Bidders..... ISB 1 - 5
Prevailing Wage.....PW 1 - 10
Bid Proposal.....BP 1 - 2
Bid Schedule..... BS 1 - 3
Bid Conditions..... BC 1 - 4
Contract..... C 1 - 1
Standard Form of Performance Bond..... PB 1 - 2
Notice of Award.....NA 1 - 1
Notice to Proceed.....NP 1 - 1



INVITATION TO BID

For the

MAHONEY CREEK TRIBUTARY MICHAEL WILD PARK

1. **NOTICE** is hereby given that the City Council of the City of Batavia, Illinois (hereinafter called the "Owner") will receive sealed bids at the **Office of the City Engineer, 200 N. Raddant Rd., Batavia, Illinois 60510-1930**, until **2:00 PM** local time on **Friday, January 16th, 2026** for the construction of the **Mahoney Creek Tributary Michael Wild Park** (hereinafter called the "Project") at which time and place the bids will be publicly opened and read aloud.
2. This is a cash project.
3. The work for which bids are to be received generally and briefly consists of the following:

The daylighting of storm sewer and establishment of a naturalized stream channel, creation of shallow wetland pools, and stabilization of existing streambank, tree removal, concrete spillway repair, storm sewer removal and restoration with native vegetation along the Mahoney Creek Tributary within the City of Batavia, Kane County, Illinois as shown in the plans. The project location is accessible from Hanson Street to the south and Cleveland Avenue to the north.

Work shall include grading and shaping a stream channel (earthwork), streambank and spillway stabilization, storm sewer removal, seeding, tree removal, stone riprap, pedestrian bridge construction, asphalt trail construction, and all incidental and collateral work necessary to complete the project as described herein.

The success of this project is highly dependent upon the manner in which the restoration and maintenance is completed. A firm or person who is a qualified degreed ecologist who is familiar in native prairie restoration is necessary to ensure that the project is successful.

The general contractor performing ALL work in this contract must have an ecologist, who has knowledge in stream restoration and wetland restoration ecology, on staff who has worked for said company for at least 2 years. A resume for the ecologist will be **required** to be submitted as part of this bid. This person must be on site daily during construction to supervise the technical nature of the project and make sure specs are met and that the restoration is completed successfully. If such documentation is not provided, or is inadequate, the owner shall have the right to reject the bid.

Qualification for the contractor will be **required** to be submitted as part of this bid. These include a company portfolio, as well as evidence and documentation that the company has a minimum of ten years' experience in similar work restoring natural communities and in-stream work. The contractor must also show that they have successfully completed at least 10 ecological restoration projects within the past 10 years.

Past projects shall be listed as the owner will verify that the projects have been completed, are viable and still functioning per the original specifications with no significant infrastructure and native plant failures. If inadequate work product is found in past projects, the owner shall have the right to reject the bid.

The successful bidder will ensure that they have an ecologist on staff that has been employed by said bidder for at least 2 years and will be available for the duration of the project and the post construction maintenance and monitoring period.

The City reserves the right to eliminate or postpone work on the above referenced work.

4. All work shall be in accordance with the specifications as set forth in the Contract Documents, plans and other State and Local regulations as applicable.
5. The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner as well as supporting documentation as required by the Contract Documents. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID BOND provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the City of Batavia in the amount of five percent (5%) of the bid amount. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.
6. Bidders to whom an award may be contemplated shall provide a copy of their I.D.O.T. "Certificate of Eligibility" prior to receiving plans and/or bid documents. The "Certificate of Eligibility" shall demonstrate that the Bidder is capable of performing a minimum of 50% of the total contract work. Also, all Bidders shall complete I.D.O.T.'s "Affidavit of Availability" and include it with their proposal. At the City's sole discretion, the City may waive the I.D.O.T. certification requirement for certain projects.
7. The Contractor shall provide a written statement as part of the Bid submittal of verifying their ability to commence work on the project within the time specified in the Contract Documents. The proposed improvements must be completed with final acceptance given prior to October 31, 2026.
8. The Owner intends to accept the lowest responsible bid and the Owner reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The Owner reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding sixty (60) days after the date of opening the bids. The public bid opening date will take place at **2:00 PM Friday January 16th, 2026**.
9. The successful Bidder to whom the Contract shall be awarded shall sign the Contract, furnish a Performance Bond, or Letter of Credit in amounts equal to one hundred ten



percent (110%) of the Contract Amount and required Certificates of Insurance, within fifteen (15) calendar days after the Contract has been awarded. Failure to do so shall make the Contract null and void.

10. Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 5% Bid Security with submittal of bid; 3) 110% Performance Security within fifteen (15) calendar days after Contract award; 4) IDOT Certification of Eligibility 5) applicable OSHA and EPA requirements.
11. Bid package (Instructions to Bidders, Contract Documents, Plans, Specifications and Special Provisions) for prospective Bidders and interested suppliers may obtain an electronic set by emailing Donovan Kilker at dkilker@bataviail.gov. No charge will be assessed for an electronic set of plans and specifications.

Dated this 16th day of December, 2025

City of Batavia

Donovan Kilker

Donovan Kilker
Civil Engineer



INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

<u>Paragraph Number / Description</u>	<u>Page Number</u>
1. Location.....	ISB - 1
2. Scope.....	ISB - 1
3. Definitions.....	ISB - 1
4. Bid Date.....	ISB - 1
5. Bid Opening.....	ISB - 1
6. Pre-Bid Meeting.....	ISB - 1
7. Interpretations of Contract Documents.....	ISB - 1
8. Preparation of Bid Proposal.....	ISB - 2
9. Signature of Bid Proposal.....	ISB - 2
10. Bid Guarantee.....	ISB - 2
11. Basis of Award.....	ISB - 3
12. Withdrawal of Proposal.....	ISB - 3
13. Comparison of Bids.....	ISB - 3
14. Contract and Performance Security.....	ISB - 3
15. Forfeiture of Bid Deposit.....	ISB - 4
16. Rejection of Proposals.....	ISB - 4
17. Evidence of Ability.....	ISB - 4
18. Examination of Work.....	ISB - 4
19. Laws Affecting Public Work.....	ISB - 4
20. Insurance.....	ISB - 4
21. Contractor Interference.....	ISB - 4
22. Inspection and Testing Materials.....	ISB - 5
23. When Award is Affective.....	ISB - 5
24. Employment of Illinois Workers.....	ISB - 5
25. Prevailing Wages.....	ISB - 5

INSTRUCTIONS TO BIDDERS

1. **LOCATION:**

The proposed work covered by these documents is located as shown on the location map contained in the drawings, or as designated by the Owner.

In general, all work is to be constructed within public land owned and/or dedicated for public use, or easements for which the Owner has obtained clearance for the use intended.

2. **SCOPE:**

The scope of work is outlined in the Contract Documents, Specifications and drawings.

3. **DEFINITIONS:**

Wherever the word "Owner" is used in these documents, it shall be understood to mean **City of Batavia**. Wherever the words "directed", "permitted", "ordered", "designated", "approved", "satisfactory", "acceptable", or words of like import are used, they shall be understood to refer to the exercise of the authority or judgment vested in the City Engineer.

4. **BID DATE:**

Sealed bid proposals will be received for the proposed work specified herein at the **City of Batavia Public Works, 200 N. Raddant Rd., Batavia, Illinois 60510-1930** until **2:00 P.M.** local prevailing time on **Friday, January 16th, 2026**.

5. **BID OPENING:**

The public Bid Opening will be held at the **City of Batavia Public Works, 200 N. Raddant Rd., Batavia, Illinois 60510-1930** at **2:00 P.M.** local prevailing time on **Friday, January 16th, 2026**

6. **INTERPRETATION OF CONTRACT DOCUMENTS:**

If any person, contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, they may submit to the Owner a written request, **no later than 10 AM local time, and three business days prior to the bid opening**, for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an Addendum duly issued by the Owner and a copy of such Addendum will be mailed, faxed, emailed or delivered to each person receiving a set of such documents. All Addenda to Bidders shall be incorporated in the bids and will become a part of the Contract Documents. **No oral interpretations** by the Owner will be binding; only instructions in writing will be deemed valid. All requests for interpretations regarding this project may be directed to **Donvan Kilker, City of Batavia Engineering, 200 N. Raddant Rd., Batavia, IL 60510, phone 630-454-2755 fax 630-454-2351 or email dkilker@bataviail.gov**

7. **PREPARATION OF BID PROPOSAL:**

Each bid proposal shall be submitted on the form provided by the Owner. The bid proposal shall be enclosed in an opaque envelope, which is sealed and clearly marked on the front “**Bid Proposal – Mahoney Creek Tributary Michael Wild Park,**” addressed to the Owner, with the name and address of the Bidder endorsed thereon.

The Proposal from the Contractor shall consist of the Complete Contract Documents and supplemental addendums as received from the Owner, as well as supporting documentation as required by the Contract Documents. The bound contract Documents shall not be separated and shall be submitted as a complete packet. Bid proposals are to be submitted for the work specified on the attached BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID SCHEDULE, all furnished and installed in strict conformance with the specifications, therefore. No proposal will be considered except upon completed work fully installed in place as specified.

All blank spaces in the proposal shall be properly filled in with ink opposite each item, using figures and written words, as indicated in the column headings.

In case of discrepancy between the prices indicated in figures and in written words, the written words shall govern and will be used in computing the total bid price for comparison of proposals.

8. **SIGNATURE ON BID PROPOSAL:**

Each bid proposal shall contain the full name of every person, firm, or corporation interested in the same and the address of each Bidder. When firms bid, the name of each member should be signed and the firm name added. When a corporation is the Bidder, the person signing shall state under the laws of what state the corporation is chartered, and the name and title of the officer having authority under the by-laws to sign contracts. Any one agent signing the bid proposal must file with it legal evidence of their authority to do so.

9. **BID GUARANTEE:**

Each bid proposal shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the bid amount. Said bid guarantee to serve as a guarantee that if the Contractor's proposal is accepted and a contract awarded, the successful Bidder, within the specified time, will enter into a contract agreement with the Owner and post the required Performance Security.

All bid guarantees will be returned to unsuccessful Bidders after a contract has been entered into with the successful Bidder.

10. **BASIS OF AWARD:**

Award of a contract or contracts will be based upon the bid proposals submitted and then **only** to the party (or parties) submitting the lowest responsible bid (or bids) as determined by the Owner in its sole judgment. The Owner reserves the right to waive

any informality in the proposals or to reject any or all bids.

11. **WITHDRAWAL OF PROPOSAL:**

If a Bidder wishes to withdraw its proposal, the Bidder may do so before the time fixed for the opening of bids, without prejudice to the Bidder, by communicating the Contractor's purpose in writing and delivered by certified or registered mail, postage prepaid to the Owner, and when the Contractor's bid is reached, it will be handed to the Contractor or to the Contractor's authorized agent unopened. Bids opened and read may not be withdrawn for a period of sixty (60) days. Corrections, modifications, or amendments to bids for any reason, including any error or miscalculation, shall not be permitted. Withdrawals of bids permitted sixty (60) days after the bid opening may be made in writing and delivered by certified or registered mail, postage prepaid to the Owner.

12. **COMPARISON OF BIDS:**

Proposals for the purpose of awarding a contract will be compared on the basis of the total amount bid, which is to be obtained by applying the unit and/or lump sum bid prices to the quantities listed in the proposal herein.

The estimated quantities of unit price items listed in the proposal, although stated with as much accuracy as is possible in advance, are approximately only, and are given **only** for the purpose of comparing bids. The quantities on which payment will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified in the Contract.

13. **CONTRACT AND PERFORMANCE SECURITY:**

The person, firm, or corporation to whom a contract is awarded will be required to execute a contract, furnish a Performance Bond, Letter of Credit or cash with an acceptable surety company within fifteen (15) calendar days after the contract is awarded to the Contractor. The Performance Bond shall be in the amount of one hundred ten percent (110%) of the award contract amount. The Performance Security as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. Such bond shall remain in full force for a period of one year from and after the final acceptance and payment by the Owner. The cost of such performance security shall be included as part of the bid.

14. **FORFEITURE OF BID DEPOSIT:**

If a person, firm, or corporation to whom a contract is awarded fails or neglects to enter into a contract and bond within the specified time limit, the Bidder will be considered to have abandoned it and the bid deposit shall thereupon be forfeited to the Owner and collected as provided by law.

15. **REJECTION OF PROPOSALS:**

Reasonable evidence or grounds for supposing that any Bidder is interested in more than one (1) proposal for the same item may cause a rejection of all proposals in which the Bidder is interested.

16. **EVIDENCE OF ABILITY:**

Bidders to whom an award may be contemplated shall provide a copy of their I.D.O.T. "Certificate of Eligibility" prior to receiving plans and/or bid documents. The "Certificate of Eligibility" shall demonstrate that the Bidder is capable of performing a minimum of 50% of the total contract work. Also, all Bidders shall complete I.D.O.T.'s "Affidavit of Availability" and include it with their proposal. At the City's sole discretion, the City may waive the I.D.O.T. certification requirement for certain projects.

17. **EXAMINATION OF WORK:**

Bidders must carefully examine the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering and handling materials for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the specifications for the work. The Owner will not be responsible, in any manner, for verbal answers to any inquiries regarding the meaning of the specifications given prior to the awarding of the contract. Bidders must contact the City of Batavia Engineering Department at (630) 454-2750 before visiting the site.

18. **LAWS AFFECTING PUBLIC WORK:**

The attention of the Bidder is called to the laws of the State of Illinois and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Illinois relative to licensing of corporations organized under the laws of any other state.

19. **INSURANCE:**

The attention of the Bidder is particularly called to the requirements in the General Conditions, which covers required Insurance.

20. **CONTRACTOR INTERFERENCE:**

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed and the Bidders must employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

21. **INSPECTION AND TESTING MATERIALS:**

The Bidder to whom this contract is awarded must pay for inspection and testing materials in accordance with the requirements of the detail specifications wherever such inspection or testing is called for under the specifications.

22. **WHEN AWARD IS EFFECTIVE:**

Award is effective upon formal acceptance and execution of the Contract by the Owner. A contract shall be deemed as having been awarded when official of the award has been provided to the successful Bidder.

23. **EMPLOYMENT OF ILLINOIS WORKERS:**

Attention is called to the need for compliance with the Illinois Works on Public Works

ACT 30 ILCS 570-0.01 et seq.

24. **PREVAILING WAGES:**

Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

25. **APPRENTICESHIP REQUIREMENTS:**

The proposed improvements are partially funded through an Illinois Environmental Protection Agency grant. As part of the grant stipulations, the contractor must participate in an Apprenticeship Program. 10% of eligible prevailing wage work performed shall be completed by members of the Apprenticeship Program. The Contractor shall furnish the City with documentation of the Program participation and must meet this goal as part of the construction process.

Kane County Prevailing Wage Rates posted on 11/4/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		51.40	52.40	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73
BOILERMAKER	All	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
CARPENTER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
CEMENT MASON	All	ALL		52.15	54.15	2.0	1.5	2.0	2.0	12.86	30.96	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		49.09	49.09	1.5	1.5	2.0	2.0	13.25	17.61	0.00	1.37	0.00	5.57	11.14
CERAMIC TILE LAYER	All	BLD		57.04	62.04	1.5	1.5	2.0	2.0	13.25	21.60	0.00	1.50	0.00	7.63	15.26
COMMUNICATION TECHNICIAN	N	BLD		46.63	49.03	1.5	1.5	2.0	2.0	14.67	19.15	0.00	0.93	0.00	10.04	20.08
COMMUNICATION TECHNICIAN	S	BLD		47.11	50.36	1.5	1.5	2.0	2.0	17.30	17.69	0.00	1.65	0.00	0.00	0.00
CONCRETE SPECIALIST	All	BLD		51.81	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
CONCRETE SPECIALIST WELDER	All	BLD		54.40	58.21	1.5	1.5	2.0	2.0	12.95	27.56	0.00	1.57	0.00	4.88	9.75
ELECTRIC PWR EQMT OP	All	ALL		52.47	71.60	1.5	1.5	2.0	2.0	7.50	14.69	0.00	1.84	1.57	9.05	18.10
ELECTRIC PWR GRNDMAN	All	ALL		40.31	71.60	1.5	1.5	2.0	2.0	7.50	11.29	0.00	1.41	1.21	6.96	13.91
ELECTRIC PWR LINEMAN	All	ALL		63.08	71.60	1.5	1.5	2.0	2.0	7.50	17.66	0.00	2.21	1.89	10.88	21.76
ELECTRIC PWR TRK DRV	All	ALL		41.77	71.60	1.5	1.5	2.0	2.0	7.50	11.70	0.00	1.47	1.25	7.20	14.40
ELECTRICIAN	N	ALL		59.11	64.11	1.5	1.5	2.0	2.0	16.83	24.13	0.00	1.77	0.00	12.71	25.41
ELECTRICIAN	S	BLD		60.17	66.19	1.5	1.5	2.0	2.0	17.55	23.84	0.00	2.11	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		70.68	79.52	2.0	2.0	2.0	2.0	16.28	21.36	5.65	0.80		0.00	0.00
FENCE ERECTOR	All	ALL		50.68	56.76	1.5	1.5	2.0	2.0	13.56	27.20	0.00	1.80	0.00	0.00	0.00
GLAZIER	All	BLD		53.55	55.05	1.5	2.0	2.0	2.0	16.04	26.64	0.00	2.30	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97
IRON WORKER	All	ALL		55.55	62.22	2.0	2.0	2.0	2.0	13.56	31.29	0.00	1.80	0.00	0.00	0.00
LABORER	All	ALL		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
LATHER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00

Kane County Prevailing Wage Rates posted on 11/4/2025

MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00
MARBLE FINISHER	All	ALL		40.21	54.60	1.5	1.5	2.0	2.0	12.95	23.81	0.00	0.98	0.00	3.00	6.00
MARBLE SETTER	All	BLD		52.00	57.20	1.5	1.5	2.0	2.0	12.95	25.57	0.00	1.25	0.00	3.88	7.76
MATERIAL TESTER I	All	ALL		41.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MATERIALS TESTER II	All	ALL		46.40		1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
MILLWRIGHT	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
OPERATING ENGINEER	All	BLD	1	64.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	2	63.50	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	60.95	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	4	59.20	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	5	68.55	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	6	65.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	BLD	7	67.80	68.80	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	FLT		53.25	53.25	1.5	1.5	2.0	2.0	25.20	22.75	2.00	3.00		0.00	0.00
OPERATING ENGINEER	All	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	All	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		59.26	62.76	2.0	2.0	2.0	2.0	14.86	27.70	0.00	2.25	0.00	0.00	0.00
PAINTER	All	ALL		54.30	56.30	1.5	1.5	1.5	2.0	16.20	11.43	0.00	1.75	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		56.71	58.71	1.5	1.5	2.0	2.0	13.64	27.87	2.01	1.04		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		51.10	54.17	1.5	1.5	2.0	2.0	18.43	22.10	0.00	1.25	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		52.00	57.00	1.5	1.5	2.0	2.0	12.20	17.59	0.00	1.14	0.00	0.00	0.00

Kane County Prevailing Wage Rates posted on 11/4/2025

PW- 3 of 10

SHEETMETAL WORKER	All	BLD		58.83	63.54	1.5	1.5	2.0	2.0	17.16	19.90	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		63.25	66.00	1.5	1.5	2.0	2.0	15.45	19.90	0.00	1.15	0.00	0.00	0.00
STONE MASON	All	BLD		53.06	58.37	1.5	1.5	2.0	2.0	12.95	26.26	0.00	1.57	0.00	4.23	8.45
SURVEY WORKER	All	BLD		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
SURVEY WORKER	All	HWY		51.40	52.15	1.5	1.5	2.0	2.0	16.23	19.80	0.00	0.91	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		51.44	51.44	1.5	1.5	2.0	2.0	13.25	18.87	0.00	1.41	0.00	4.45	8.89
TERRAZZO MECHANIC	All	BLD		55.35	58.85	1.5	1.5	2.0	2.0	13.25	20.26	0.00	1.46	0.00	4.70	9.39
TRAFFIC SAFETY WORKER I	All	HWY		43.40	45.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		44.40	46.40	1.5	1.5	2.0	2.0	10.08	10.08	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	45.31	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	45.46	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	45.66	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	45.80	45.80	1.5	1.5	2.0	2.0	12.15	16.00	0.00	0.30	0.00	0.00	0.00
TUCK POINTER	All	BLD		52.53	53.53	1.5	1.5	2.0	2.0	11.05	23.16	0.00	1.46	0.00	0.00	0.00

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

Kane County Prevailing Wage Rates posted on 11/4/2025

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to

exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two

Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and

tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties

Kane County Prevailing Wage Rates posted on 11/4/2025

as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



City of Batavia

ILLINOIS PREVAILING WAGE ACT NOTICE AND ACKNOWLEDGEMENT

Failure to sign this acknowledgement will result in disqualification of Vendor's bid or proposal.

Prevailing Wage: The work included in this bid/request for proposal calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and up-to-date rates are posted on the Department's website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. This Act **does apply to owner/operators** (e.g. a business where the owner is an employee doing work on the job). If awarded this contract, Vendor must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements. **It is your responsibility, as a bidder/proposer, to understand the amount this law requires you to pay workers (including yourself as an owner, if applicable) while working on this City of Batavia project — and to bid/propose accordingly.**

Certified Payroll: The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. **The City of Batavia reserves the right to withhold payment to Vendor until Vendor displays compliance with this provision of the Act.**

By signing below, Vendor acknowledges the applicability of the Prevailing Wage Act to the work that will be performed for the City of Batavia and, if the contract is awarded to Vendor, agrees to comply with the Act.

Vendor Name: _____

Bid/RFP Number (if applicable): _____

Bid/RFP Title: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____



BID PROPOSAL

CITY OF BATAVIA

PROJECT: MAHONEY CREEK TRIBUTARY – MICHAEL WILD PARK DRAINAGE IMPROVEMENTS

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: (_____) _____

TO: City of Batavia
Attn: Office of the City Engineer
200 N. Raddant Road
Batavia, Illinois 60510-1930)

The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner as well as supporting documentation as required by the Contract Documents. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the bid amount. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid, as principals, are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the proposed forms, and the Contract Specifications for the above signed work, all of which are on file in the office of the City Engineer of the City of Batavia and all other documents referred to or mentioned in the Contract Documents and Specifications.

The undersigned Bidder agrees that if this Bid is accepted, the Bidder will contract with the Owner, in the form of the copy of the Contract prepared by the City of Batavia, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as set forth therein. The undersigned Bidder further agrees that if this bid is accepted, to furnish the Contractor's bonds and insurance specified in the General Conditions, and to do all other things required if the Contractor by the Contract Documents, and that he will take, in full payment therefore, the sum set forth in the following Bidding Schedule.



BIDDING SCHEDULE

The Bidder shall include in the following schedule, all labor, materials, shoring, removal, freight, cartage, overhead, profit, insurance, etc. to provide the project complete and ready for use in accordance with the Contract Documents.



BID SCHEDULE

Mahoney Creek Tributary – Michael Wild Park Drainage Improvements

ITEM DESCRIPTION		UNITS	QTY	UNIT PRICE	COST TOTAL
1	CONSTRUCTION LAYOUT	LSUM	1		
2	MOBILIZATION	LSUM	1		
3	TEMPORARY CONTRUCTION ENTRANCE	EACH	2		
4	AS-BUILT SURVEY & RECORD DRAWINGS	LSUM	1		
5	TRAFFIC CONTROL AND PROTECTION	LSUM	1		
6	TEMPORARY INFORMATION SIGNING	SQ FT	32		
7	TREE TRUNK PROTECTION	EACH	5		
8	CLEARING AND GRUBBING	ACRE	0.73		
9	TREE REMOVAL, ACRES	ACRE	0.73		
10	INLET AND PIPE PROTECTION	EACH	4		
11	TEMPORARY DITCH CHECKS	FOOT	120		
12	PERIMETER EROSION BARRIER	FOOT	844		
13	TEMPORARY FENCE	FOOT	800		
14	COFFERDAMS AND BYPASS PUMPING/DEWATERING (SPECIAL)	LSUM	1		
15	EARTH EXCAVATION	CU YD	843		
16	TOPSOIL EXCAVATION AND PLACEMENT - 6"	SQ YD	768		
17	TOPSOIL FURNISH AND PLACE - 6"	SQ YD	180		
18	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	10		
19	REMOVING MANHOLES	EACH	2		
20	STORM SEWER REMOVAL 18"	FOOT	280		
21	STORM SEWERS TO BE CLEANED 15"	FOOT	150		



	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT BASE
22	STORM SEWERS TO BE CLEANED 18"	FOOT	30		
23	STORM SEWERS TO BE CLEANED 30"	FOOT	40		
24	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 15"	EACH	1		
25	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 18"	EACH	1		
26	PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 30"	EACH	1		
27	STONE RIPRAP, CLASS A1	SQ YD	418		
28	STONE RIPRAP, CLASS A3	SQ YD	350		
29	STONE RIPRAP, CLASS A5	SQ YD	68		
30	STONE RIFFLES	EACH	3		
31	GROUT INJECTION	CU YD	20		
32	SPILLWAY SURFACE REPAIRS	FOOT	196		
33	PEDESTRIAN BRIDGE	SQ FT	136		
34	CONCRETE STRUCTURES	CU YD	15		
35	CONCRETE TOE WALL	CU YD	6		
36	ASPHALT TRAIL	SQ YD	137		
37	CONCRETE HEADWALL FOR PIPE DRAIN - 4"	EACH	4		
38	CONCRETE HEADWALL FOR PIPE DRAIN - 6"	EACH	3		
39	SEEDING, CLASS 1B	ACRE	0.35		
40	SEEDING - (NATIVE VEGETATION SPECIAL) - WET PRAIRIE	ACRE	0.84		
41	SEEDING - (NATIVE VEGETATION SPECIAL) - WET MESIC PRAIRIE	ACRE	1.40		
42	SEEDING - (NATIVE VEGETATION SPECIAL) - WET MESIC SAVANNA	ACRE	0.32		
43	MULCH, METHOD 2	ACRE	2.10		
44	MULCH, METHOD 3	ACRE	0.35		
45	EROSION CONTROL BLANKET, S75-BN	SQ YD	9,960		



	ITEM DESCRIPTION	UNITS	QTY	UNIT PRICE	AMOUNT BASE
46	HEAVY DUTY EROSION CONTROL BLANKET, SC150-BN	SQ YD	885		
47	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2" CALIPER, CONTAINER GROWN	EACH	6		
48	TREE, PLATANUS X ACERIFOLIA (LONDON PLANE TREE), 2" CALIPER, CONTAINER GROWN	EACH	9		
49	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, CONTAINER GROWN	EACH	8		
50	TREE, TAXODIUM DISTICHUM (BALD CYPRESS), 2" CALIPER, CONTAINER GROWN	EACH	5		
51	PERENNIAL PLANTS - WET PRAIRIE PLUGS	EACH	3,300		
52	PERENNIAL PLANTS, WETLAND EMERGENT PLUGS	EACH	4,000		
53	MONITORING AND MAINTENANCE	YEAR	3		
54	ITEMS ORDERED BY THE ENGINEER	DOLLAR	10,000		

Total Base Bid Amount in Numbers: \$ _____

Total Base Bid Amount in Writing: _____

Company Name: _____

Signature: _____

BID CONDITIONS

It is expressly understood and agreed that the foregoing Total Bid amount is the basis for establishing the amount of the bid security on this bid for the Mahoney Creek Tributary Michael Wild Park Drainage Improvements. The undersigned has carefully checked the above Bidding Schedule against the Specifications and other Contract Documents before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and in accordance with the Specifications and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to Contract as aforesaid and to give the Performance Security required by the General Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within fifteen (15) calendar days after the date of the award of the Contract, and thereupon the proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The general contractor performing ALL work in this contract must have an ecologist, who has knowledge in stream restoration and wetland restoration ecology, on staff who has worked for said company for at least 2 years and will be available for the duration of the project and the post construction maintenance and monitoring period. A resume for the ecologist will be **required** to be submitted as part of this bid. This person must be on site daily during construction to supervise the technical nature of the project and make sure specs are met and that the restoration is completed successfully. If such documentation is not provided, or is inadequate, the owner shall have the right to reject the bid.

Qualification for the contractor will be **required** to be submitted as part of this bid. These include a company portfolio, as well as evidence and documentation that the company has a minimum of ten years' experience in similar work restoring natural communities and in-stream work. The contractor must also show that they have successfully completed at least 10 ecological restoration projects within the past 10 years.

Past projects shall be listed as the owner will verify that the projects have been completed, are viable and still functioning per the original specifications with no significant infrastructure and native plant failures. If inadequate work product is found in past projects, the owner shall have the right to reject the bid.

The undersigned agrees to complete all work, as defined in the Contract Completion section of the Special Provisions. If the Contractor shall fail to complete the work within the contract time, or within any extension of time granted by the City, then the Contractor shall pay the Owner **\$1,000** for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.



PROPOSAL SIGNATURE

1. **CORPORATION:**

The Bidder is a corporation organized and existing under the laws of the State of _____, which operates under the legal name of

Corporate Name: _____

Business Address: _____

Telephone Number: _____

and the full name of its officers names are as follows:

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

The signator is authorized to sign construction proposals and Contracts for the company by action of its Board or Directors taken, a certified copy, which is available upon request.

Signed By: _____
Title:

Date: _____

Attest: _____
Secretary



2. **PARTNERSHIP:**

The Bidder is a partnership consisting of individual partners whose full names and addresses are as follows:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

The Partnership does business under the legal name of:

Firm Name: _____

Business Address: _____

Telephone Number: _____

Signed By: _____

Date: _____

Title:



3. **INDIVIDUAL:**

The Bidder is an individual whose full name is:

Name: _____

and if operating under a trade name, said trade name is as follows:

Trade Name: _____

Business Address: _____

Telephone Number: _____

Signed By: _____

Date: _____

Title:



STANDARD FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ a corporation organized under the laws of the State of _____ and licensed to do business in the State of Illinois, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of Batavia, State of Illinois, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said City of Batavia, Illinois for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents, being One Hundred Ten percent (110%) of the cost of the Public Improvements described herein.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with an Owner which is the City of Batavia, Illinois and acts through the City Council of the City of Batavia for the construction of the work designated **Mahoney Creek Tributary Michael Wild Park Drainage Improvements (“Public Improvements”)**, which contract hereby is referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, sub-contractor, or otherwise, for any such labor, materials, apparatus, fixtures, or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

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



Approved this _____ day of

A.D. 2026

IN WITNESS WHEREOF, we have
duly executed the foregoing obligation

this _____ day of _____,

A.D. 2026

Batavia City Council
Governing Body of Owner

By: _____
Jeffery D. Schielke, Mayor

Corporate
Name: _____

By: _____
President

Attest:

Attest: _____
Secretary

For: _____

City Clerk

Surety _____
(Seal)

By: _____
Attorney in Fact (Seal)

Municipal or Corporate Seal

By: _____
Attorney in Fact (Seal)

State of Illinois

SS.

County of Kane



NOTICE OF AWARD

To:

Contractor Name: _____

Street Address: _____

Town, State, Zip Code: _____

Project Description: _____

The OWNER has considered the Bid Proposal submitted by you for the above-described WORK.

You are hereby notified that your Bid Proposal has been accepted for items in the amount of \$_____ or at the Proposal Unit Prices.

You are required by the Bid Conditions to execute the CONTRACT and furnish the required Performance Security and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice of Award.

If you fail to execute said CONTRACT and to furnish said Performance Security and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice of Award, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Guarantee. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___th day of _____ 202__.

City of Batavia

Owner

By: _____

Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 202__.

By: _____

Printed Name: _____

Title: _____



NOTICE TO PROCEED

To:

Contractor Name: _____
Street Address: _____
Town, State, Zip Code: _____

You are hereby notified that work under the above contract, along with related work as set forth in the Contract Documents, is authorized to proceed on _____, 20___. No work or on-site activity shall take place prior to the above date unless otherwise allowed by OWNER. By that date, you are to start performing your obligations under the Contract Documents.

Prior to start of any work at the site, certificates of insurance required to purchase and maintain must be provided in accordance with the Contract Documents. In accordance with the Contract Special Provisions, the dates of Substantial Completion and Final Completion are _____, 20__ and _____, 20__ respectively.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this ___th day of _____ 20__.

City of Batavia
Owner

By: _____
Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 20__.

By: _____

Printed Name: _____

Title: _____



PART 2

General Conditions of the Contract.....GC 1 - 15



GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

<u>Paragraph Number / Description</u>	<u>Page Number</u>
1. Definitions.....	GC – 1
2. Hold Harmless Agreement (Contractual Liability).....	GC – 1
3. Contractor's Insurance.....	GC – 2
4. Proof of Carrying Insurance.....	GC – 3
5. Definition of Notice.....	GC – 3
6. Intent of Contract Documents.....	GC – 4
7. Plans and Specifications.....	GC – 4
8. Permits, Surveys and Compliance with Laws.....	GC – 4
9. Other Contracts.....	GC – 5
10. Schedule of Unit Prices.....	GC – 5
11. Sub-Contractors.....	GC – 5
12. Assignment of Contract.....	GC – 5
13. Staking Work.....	GC – 6
14. Notice to Start Work.....	GC – 6
15. Superintendent.....	GC – 6
16. Materials and Workmanship.....	GC – 7
17. Use of Job Site.....	GC – 7
18. Use of Private Land.....	GC – 7
19. Labor.....	GC – 7
20. Wage Rates.....	GC – 8
21. Accident Prevention.....	GC – 8
22. Sanitary Convenience.....	GC – 8
23. Engineer.....	GC – 8
24. Decisions of the Engineer.....	GC – 9
25. Direction.....	GC – 9
26. Inspection.....	GC – 9
27. Protection of Work.....	GC – 10



28. Obstruction and Resuming Travel.....	GC – 10
29. Cost of Services.....	GC – 10
30. Payments.....	GC – 11
31. Owner's Right to Withhold Certain Amounts and Make Application Thereof.....	GC – 11
32. Deductions of Uncorrected Work.....	GC – 12
33. Charges – Payments.....	GC – 12
34. Cutting and Patching.....	GC – 12
35. Guarantee and Maintenance of Work.....	GC – 12
36. Termination for Breach.....	GC – 13
37. Correction of Work After Final Payment.....	GC – 13
38. Owner's Right to do Work.....	GC – 13
39. Final Tests.....	GC – 13
40. Cleaning Up and Final Inspection.....	GC – 14
41. Measurement of Work.....	GC – 14
42. Final Acceptance.....	GC – 14
43. Failure to Complete Work on Time (Liquidated Damages).....	GC - 14

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

The following terms as used in these contract documents are respectively defined as follows:

- a. **“Project”**: The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract.
- b. **“Owner”**: The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representatives.
- c. **“Contractor”**: The person, persons, firm or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract. Also the agents, employees, workmen, or assignees of said Contractor.
- d. **“Sub-Contractor”**: A person, firm or corporation other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project.
- e. **“Work”**: All work including materials, labor, supervision, use of tools necessary to complete the project in full compliance with the terms of the contract.
- f. **“Engineer”**: The person, persons or firm named in the Instructions to Bidders as having prepared the Contract Documents, or other Engineers appointed by the Owner for the supervision of construction of the project.
- g. **“Surety”**: The person, firm or corporation that has executed, as Surety, the Contractor’s Performance Bond, securing the performance of the within contract.
- h. **“Contract”**: The term “Contract” shall be understood to mean the agreement covering the performance of the work covered by these specifications, including the Instructions to Bidders, Bid Proposal, Bid Conditions, Bid Schedule, Standard Form of Contract Bond, Performance Bond, these Specifications, supplemental agreements entered into, all general or special provisions pertaining to the work or materials therefore, and all matters and things mentioned in the form of the contract itself as constituting a part or parts thereof.

2. HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY):

The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents (HR Green, Inc.) against any and all claims, loss, damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether

resulting from the negligence or the intentional acts of the Bidder, or otherwise, provided, however, this indemnification shall not apply to any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).

Special Requirement: If the Bidder is an architectural firm or engineering firm, said Bidder shall, in addition to the insurance requirements set forth below, file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional Liability Insurance is requirements are in the amount of \$1,000,000, plus \$2,000,000 umbrella.

3. **CONTRACTOR'S INSURANCE:**

The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Batavia, Batavia Park District, and HR Green, Inc., as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

- a. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$5,000,000/occurrence, \$5,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$5,000,000/occurrence, \$5,000,000/policy limit, subject to the terms and conditions of the policy, plus \$5,000,000 umbrella. A copy of the policy may be required.
- b. **Automobile Liability** insurance, in an amount not less than \$2,000,000 combined single limit, plus \$5,000,000 umbrella. Said insurance is to be extended to cover hired and non-owned vehicles.
- c. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$5,000,000.
- d. **Workers' Compensation** is to be provided as required by statute.
- e. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A.
- f. A certificate of insurance is required as evidence of coverage, with the City of Batavia named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the Contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

4. **PROOF OF CARRYING INSURANCE:**

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the representative insurance companies and filed with Owner. The Contractor shall submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without written notice of ten (10) days in advance to the Owner and consented to by the Owner.

The Contract shall name the City of Batavia as an additional insured on all insurance policies required under this contract. Unless waived by the City, work may not start under this project, until certificates of insurance naming the City as an additional insured have been provided to the City. Any delay in the beginning of work caused by failure to provide such certificates shall not be chargeable to the City of Batavia.

5. **DEFINITION OF NOTICE:**

Where in any section of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given;

- a. **As to the Owner:** When written notice shall be delivered to the Engineer of the Owner, or shall have been placed in the United States mails addressed to the Chief Executive Officer of the Owner at the place where the bids, or proposals for the contract were opened;
- b. **As to the Contractor:** When a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mails addressed to the Contractor at the place stated in the papers prepared by the Contractor to accompany their proposal as the address of the Contractor's permanent place of business;
- c. **As to Surety:** On the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety, and when two (2) copies of such notice shall have been filed with the Owner.

6. **INTENT OF CONTRACT DOCUMENTS:**

The sections of the Contract Documents and the contract plans are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor, water, fuel, tools, plant equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The Contractor shall execute any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

7. **PLANS AND SPECIFICATIONS:**

All work executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

Unless otherwise provided in the Special Conditions of the Contract, the Owner will furnish the Contractor, free of charge, three (3) copies of drawings and specifications. Additional copies will be furnished upon payment to the Engineer, at the Contractor's cost, for each set desired.

Figured dimensions on the plans shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer, and the Engineer's decision thereon shall be final. All notes on the plans shall be followed. The Engineer may make correction or errors, or omissions on the drawings or specifications when such correction is necessary for the proper execution of the work.

8. **PERMITS, SURVEYS AND COMPLIANCE WITH LAWS:**

The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work and/or required by Municipal, State and Federal regulations, and laws, unless otherwise specified in the Special Conditions of the Contract.

The Owner will furnish all site surveys, unless otherwise provided in the Special Conditions of the Contract. The project is located with Waters of the United States. Permits have been applied for and obtained from the United States Army Corps of Engineers. As a condition of the permit, the Kane-DuPage Soil and Water Conservation District will be performing soil erosion and sediment control inspections. The Contractor shall abide by the recommendations and requirements of the Soil and Water Conservation District.

The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. The contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, (which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein).

9. **OTHER CONTRACTS:**

The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully set the Contractor's own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor.

10. **SCHEDULE OF UNIT PRICES:**

Promptly following the execution of the Contract Documents, on Lump Sum Contracts, the Contractor shall prepare and transmit to the Owner an original and three (3) copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment and supplies to be incorporated into the project. This breakdown, when approved, will be used primarily in determining payment due to the Contractor on periodical estimates.

11. **SUB-CONTRACTORS:**

The Contractor shall notify the Owner in writing of the names of the Sub-Contractors proposed on the contract and shall not employ any Sub-Contractor that the Owner objects to as being incompetent or unfit.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of their Sub-Contractors and of anyone employed directly or indirectly by the Contractor of them and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Owner.

The Contractor agrees to bind every Sub-Contractor (any and every Sub-Contractor of a Sub-Contractor) by the terms of the General and Special Conditions of the Contract, Plan and Specifications as far as applicable to their work, unless specifically noted to the contrary in a Sub-Contract approved in writing as adequate by the Owner.

12. **ASSIGNMENT OF CONTRACT:**

No assignment by the Contractor by a principal and/or construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the written approval of the Owner, and

the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve the Contractor of the obligation incurred by the Contractor under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firm or corporations rendering such services or supplying such materials."

13. **STAKING WORK:**

The Contractor shall provide field forces, equipment, and material to set all stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work.

Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract, nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the City Engineer and the acceptance of all or any part of it shall not relieve the Contractor of the Contractor's responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at the Contractor's expense when any are damaged, lost, displaced, or removed or otherwise obliterated. See specification for CONSTRUCTION LAYOUT for more information.

14. **NOTICE TO START WORK:**

The Contractor shall notify the Engineer in writing forty-eight (48) hours before starting work at the site of this Contract. In case of temporary suspension of the work, the Contractor shall give a similar notice before resuming work.

15. **SUPERINTENDENT:**

The Contractor shall provide a personal superintendent to the work or have at the site of the work at all times, a competent, fluently English-speaking foreman, superintendent or other representative satisfactory to the Owner and having authority to act for the Contractor.

Insofar as it is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

16. **MATERIALS AND WORKMANSHIP:**

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose.

If not otherwise provided, work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers and the trade. The Contractor and the Surety shall guarantee all workmanship for a period of one (1) year from date of final acceptance.

Any workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of this project, when in the opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or the Contractor's employees, the Engineer shall have the right and authority to order all construction to cease, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

17. **USE OF JOB SITE:**

The Contractor shall confine their equipment, apparatus, the storage of materials and operations of the workmen to limits indicated by law, ordinance, permits or direction of the Owner and shall not encumber the premises with the Contractor's materials.

The Contractor shall not load or permit any part of the structure or work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner or Owner's authorized representative instructions regarding signs, advertisements, fires and smoke.

18. **USE OF PRIVATE LAND:**

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without written authorization of the Owner (or the Owner's agent) of the land, a copy of which authorization shall be filed with the Owner.

19. **LABOR:**

The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work in this Contract. The Owner shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its Engineer or inspectors relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project.

20. **WAGE RATES:**

Prevailing minimum wage rates shall apply for this project. A copy of the current prevailing minimum wage is included in these documents.

The Contractor shall post, at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and will authorize deductions, if any, from unpaid wages actually earned.

The Owner shall decide claims and disputes pertaining to the classification of labor employed on the project under this Contract. Provided, that if the parties to the dispute so agree and if the Owner also agrees, the parties concerned may submit such claims and disputes to arbitration by mutually acceptable parties.

The Contractor and each of their Sub-Contractors shall pay each of their employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

21. **ACCIDENT PREVENTION:**

Precaution shall be exercised at all times for the protection of motorists, bicyclists, pedestrians (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not contravention of applicable law.

The Contractor shall put up and maintain as many barriers as will effectively prevent accidents involving motorists, bicyclists and pedestrians. During night hours, the Contractor shall put up and maintain sufficient lights and flares to warn and safeguard motorists, bicyclists and pedestrians against accidents. The Contractor, in executing the work on this project, shall not unnecessarily impede or interfere with vehicular, bicycle or pedestrian traffic on public rights-of-ways. The Owner shall be the sole judge as to what constitutes a hazard. The Contractor shall confer with and keep Police and Fire Departments of the Owner fully informed as to streets or alleys are to be closed (daily or long-term) to traffic for construction purposes.

22. **SANITARY CONVENIENCES:**

The Contractor shall provide and maintain on the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to approval of the State Health Department.

23. **ENGINEER:**

The Engineer for said Owner shall make all necessary explanations as to the meaning and intention of the plans and specifications, shall give all necessary orders and directions, acting within the scope of the particular duties properly assigned to the Engineer by the Owner; shall also make all correction of errors or omissions in the

plans and specifications when necessary for the proper fulfillment of the intention thereof; the effect of such correction to date from the time said Owner or Engineer gives due notice thereof to said Contractor.

24. **DECISIONS OF ENGINEER:**

The decision of the Engineer, acting within the scope of the duties reasonably assigned to the Engineer, will be final. The signing of the contract for construction shall be considered as the Contractor's agreement to accept the Engineer's decision as final in all such matters as may reasonable require engineering decisions, such as the quality of workmanship, the performance of equipment and of the fulfillment of the guarantee thereon.

25. **DIRECTION:**

The directions and orders given by the Owner, or its authorized representatives, shall be received by and obeyed by the Contractor, or in the Contractor's absence, the said order shall be received by the Contractor's foreman or person in charge of the work and shall be obeyed by same as if given to the Contractor. There shall be at all times a competent and responsible person available to represent the Contractor.

26. **INSPECTION:**

The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provided proper facilities for such access and for inspections.

The Owner shall have the right to reject workmanship, which is defective, or require their correction. If the Contractor does not correct such condemned work within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

All labor performed, all tools, appliances and methods used shall be subject to the inspection and approval or rejection of the Owner.

If any authorized agent of the Owner shall point out to the Contractor, the Contractor's foreman or agent, any neglect or disregard to the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued. The right of final acceptance or rejection of the work; however, will not be waived by reason thereof nor by any other act of the Owner or its agents.

The Contractor shall execute the work only in the presence of the Engineer or inspectors during the working hours of the day unless provision has been made for work on other shifts. The presence of the Engineer or inspector shall in no way relieve the Contractor of the responsibility of the Contractor's contract, or by any warrant for the furnishing of poor workmanship.

The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to

release the Contractor from any of the Contractor's contract obligations.

27. **PROTECTION OF WORK:**

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by the Contractor's operations, in the performance of this Contract, and the Contractor shall defend any suit that may be brought against the Contractor or the Owner on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.

28. **OBSTRUCTION AND RESUMING TRAVEL:**

Motorists, bicyclists and pedestrians traveling upon the streets, multi-use paths, sidewalks, or upon any intersecting street or alley shall not be hindered or inconvenienced needlessly; nor shall any portion of the roadway, street, path or sidewalk be excavated, nor shall the same be wholly obstructed without the direction of the Owner, in which latter case, the Contractor shall cause plain and properly worded signs announcing the fact, to be placed, with proper barricades, at the nearest cross streets upon each side of such obstructed portion and upon intersecting streets where travel can pass around the same in the shortest and easiest way. Travel may be resumed at the direction of the proper officers of the Owner upon any part or portion of the roadway, street, path or sidewalk where the work has been completed, whenever, in their opinion, public necessity or convenience may require, and the condition of improvement warrants it. Notice shall be given to the **Fire and Police Departments** of streets open or barricaded for construction purposes at least twenty-four (24) hours before construction is begun.

29. **COST OF SERVICES:**

The cost of all water, power, lighting, heating and other services required during construction shall be paid for by the Contractor and its cost merged in the contract price.

30. **PAYMENTS:**

The Contractor shall prepare and submit to the Owner a detailed estimate of the work performed. Such estimate is to be used after approval as a basis for periodical and final payment.

The Owner will make partial payments to the Contractor on the basis of a duly certified approved estimate of the work performed by the Contractor during the preceding time period. The Owner will retain ten percent (10%) of the amount due to each such periodical estimate until final completion and acceptance by the Owner of all work included in the Contract. At the sole discretion of the Owner, the percentage of retained funds may be reduced to five percent (5%), or a lesser percentage, upon successful completion of at least fifty percent (50%) of the value of work contemplated by the Contract.

Upon presentation of certified copies of receipted bills, freight bills, and waivers of lien, the Owner at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Such material when so paid for by the Owner becomes the property of the Owner and, in case of default on the part of the Contractor; the Owner may use or cause to be used by others these materials in construction of the project.

Final payment of funds retained by the Owner on the monthly periodical estimates will be paid to the Contractor not later than sixty (60) days after final acceptance by the Owner of the work on this Contract, subject to the provisions of the following paragraph.

31. **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:**

The Owner may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

- a. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- b. For defective work not remedied.
- c. For failure of the Contractor to make proper payments to their Sub-Contractor.
- d. Reasonable doubt that the contract can be completed for the balance then unpaid.
- e. Evidence cost of field engineering and inspection.

The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld, pursuant to this paragraph, to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of retained funds due the Contractor until it is satisfied that all Sub-Contractors, material suppliers and employees of the Contract have been paid in full.

32. **DEDUCTIONS FOR UNCORRECTED WORK:**

If the Owner deems it expedient to accept defective work or work not done in accordance with the contract, the Owner will make an equitable adjustment with a proper deduction from the contract price for unsatisfactory work.

33. **CHARGES-PAYMENTS:**

The Owner, may issue written authorization for changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any in the amount to be paid to the Contractor by reason of any such

change, shall be determined by one (1) or more of the following methods:

- a. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
- b. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract;
- c. By an acceptable lump sum proposal from the Contractor;
- d. On a cost-plus-limited basis not to exceed a specific limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance)

No claim for an additional work to the contract sum shall be valid unless prior written authorized has been issued by the Owner.

Inspectors are not authorized to act for the Owner in giving orders for the Owner, for extra or additional work either in writing or verbally.

34. **CUTTING AND PATCHING:**

The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the plans and specifications for the completed project.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging, or otherwise shall not cut or alter the work of any other contract without the consent of the Owner or the Owner's authorized representative.

35. **GUARANTEE AND MAINTENANCE OF WORK:**

The Contractor shall guarantee the work to be free from defects of any nature for a period of one (1) year from and after the final acceptance. The Contractor shall maintain said work and shall make all needed repairs, reconditioning and replacements during this one (1) year period which, in the judgment of the Owner, may be necessary to insure the delivery of the work to the Owner at the expiration of the guarantee period in first class condition and in full conformity with the plans and specifications thereof. The time that the work is in need of repair, reconditioning or replacements to attain full conformity with the plans and specifications shall not be included in the one (1) year guarantees included in this Contract but shall be in addition thereto. Production and performance guarantees included in this Contract shall be in effect for the one (1) year period above specified unless otherwise provided for in the specifications for the item under consideration. The plans and specifications include a pay item for three (3) years of Monitoring and Maintenance. Please see the special provision for this pay item as it relates to vegetation management.

36. **TERMINATION FOR BREACH:**

In the event that any of the provisions of this Contract are violated by the Contractor or any of their Sub-Contractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such contract and unless within ten (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance whereon within thirty (30) days from the date of mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the amount and at the expense of the Contractor and the Contractor and the Contractor's Surety shall be liable to the Owner for any excess cost thereby occasioned by the Owner.

37. **CORRECTION OF WORK AFTER FINAL PAYMENT:**

Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty workmanship as otherwise provided in this contract and the Owner shall have all rights and remedies available to it in law and equity.

38. **OWNER'S RIGHT TO DO WORK:**

If the Contractor shall neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor and the Contractor's Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

39. **FINAL TESTS:**

After completion of the work, the Contractor shall make any and all tests required by Municipal or State regulations and, where so provided in said regulations, shall furnish the Owner with certificates of inspection by the Municipal or State regulation bodies. The Contractor shall also make all test required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public.

40. **CLEANING UP AND FINAL INSPECTION:**

The Contractor shall at all times keep the site of the work free from accumulations of waste material or rubbish caused by their employees or work and at the completion of the work the Contractor shall remove all their rubbish from the above the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors if more than one (1) is employed on the project in proportion to the amount as shall be determined to be just. The Contractor and Sub-contractors shall not dispose of any waste material or rubbish in an open utility trench or a utility trench that is being backfilled.

On or before completion of the work, the Contractor shall, without charge, tear down and remove all buildings and other structures built by the Contractor for facilitation of the execution of the work, and shall remove all rubbish of all kinds from the grounds, which the Contractor has occupied, and shall leave the work clean and in good condition.

The Contractor shall provide a representative to accompany the Owner in performing a pre-construction inspection of all utility manholes, catch basins and inlets. The Owner shall be responsible for ensuring that said utility structures are free and clear of all dirt and debris prior to the start of construction. During the course of construction the Contractor shall be responsible for any necessary removal of dirt and debris caused by construction activities and shall perform such work within five (5) calendar days after receiving notice from the Owner. If the Contractor fails to perform the work within five (5) calendar days, the Owner may remove the dirt and debris and charge the cost of said removal to the Contractor.

All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work, or any part thereof, approached completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish, at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. The Contractor, at their expense, shall promptly correct any undue leakage of water into the structures that would, in the sole opinion of the Engineer, render the work to be less than first class quality. Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning and repairing, as such is needed, will be given by the Engineer, who at the same time may make a final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

41. **MEASUREMENT OF WORK:**

If the proposal for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the proposal sheet or plan, but no variation will be made in the contract unit prices on that account. No extra or customary measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

42. **SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE OF THE WORK:**

Once the Contractor believes the work to be substantially completed, a walkthrough shall be scheduled with the Owner and Engineer to determine the list of items to be completed or corrected (punch list). Once the walkthrough is completed, the Contract shall be deemed substantially complete. Upon issuance of the punch list, the



Contractor shall have 5 working days to complete all items on the list. Final acceptance will be issued by Owner, acting through its Engineer, upon final inspection and written notice by the Engineer. Use of part of the improvement by the Owner before completion of the entire project is not to be construed by the Contractor as an acceptance by the Owner of that part so used.

43. **FAILURE TO COMPLETE THE WORK ON TIME (LIQUIDATED DAMAGES):**
Should the Contractor fail to complete the work within the contract time, the Contractor shall be liable to the Owner in the amount of **\$1,000** a day as liquidated damages, for each day of over run in the contract time.



PART 3

Standard Specifications.....	SS 1
Special Provisions.....	SS 2 - 30



STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS APPLICABLE TO THIS WORK AND CONTRACT:

1. The City Code of Batavia, Illinois.
2. "Standard Specifications for Water and Sewer Main Construction in Illinois", (SSWSMC), latest edition.
3. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.
4. "Supplemental Specifications and Recurring Special Provisions", Illinois Department of Transportation, latest edition.
5. The attached Illinois Department of Transportation traffic control and protection standards.
6. The Manual on Uniform Traffic Control Devices, latest edition.

In the event of conflict between specifications, the more stringent requirements shall apply. Notify the City Engineer of any conflicts between specifications discovered prior to proceeding with work covered by conflicting specifications. The City Engineer will resolve all conflicts.

Copies of said Standard Specifications are included on the plans and are on file with the City Engineering Department for inspection.

INDEX OF SPECIAL PROVISIONS

MAINTENANCE OF ROADWAYS	2
REDUCTION IN THE SCOPE OF WORK.....	2
WORK HOURS.....	2
CONTRACT COMPLETION.....	2
APPLICATION FOR PAYMENT.....	2
PERMIT COMPLIANCE.....	3
CLEAN CONSTRUCTION AND DEMOLITION DEBRIS.....	3
PRE-CONSTRUCTION VIDEOTAPING.....	3
CONSTRUCTION LAYOUT	4
MOBILIZATION.....	4
TEMPORARY CONSTRUCTION ENTRANCE	4
AS-BUILT SURVEY & RECORD DRAWINGS	5
TRAFFIC CONTROL AND PROTECTION.....	5
EQUIPMENT ILLUMINATION.....	6
TEMPORARY INFORMATION SIGNING.....	6
TREE TRUNK PROTECTION.....	7
CLEARING AND GRUBBING	8
TREE REMOVAL.....	8
INLET AND PIPE PROTECTION.....	8
TEMPORARY DITCH CHECKS.....	9
PERIMETER EROSION BARRIER.....	9
TEMPORARY FENCE	9
COFFER DAMS AND TEMPORARY FLOW BYPASS.....	10
EARTH EXCAVATION.....	11
TOPSOIL	11
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	12
REMOVING MANHOLES	12
STORM SEWER REMOVAL.....	12
STORM SEWER TO BE CLEANED.....	13
PRECAST REINFORCED CONCRETE FLARED END SECTIONS	13
STONE RIPRAP	13
GROUT INJECTION AND CONCRETE TOE WALL	14

SPILLWAY SURFACE REPAIRS.....	15
PEDESTRIAN BRIDGE	15
ASPHALT TRAIL	19
CONCRETE HEADWALL FOR PIPE DRAINS.....	19
SEEDING, CLASS 1B.....	20
SEEDING - (NATIVE VEGETATION SPECIAL).....	20
MULCH, METHOD 2.....	22
MULCH, METHOD 3.....	22
EROSION CONTROL BLANKET	23
HEAVY DUTY EROSION CONTROL BLANKET	23
TREES.....	23
PERENNIAL PLANTS.....	24
MONITORING AND MAINTENACE	24
ITEMS ORDERED BY THE ENGINEER.....	25
GEOTECHNICAL INVESTIGATION RESULTS	27
CLEAN CONSTRUCTION DEMOLITION DEBRIS LPC-662 FORM	28



MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, 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 Engineer.

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 Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

REDUCTION IN THE SCOPE OF WORK

The "Bid Schedule" is a listing of work to be completed. However, due to budgetary constraints the awarding authority reserves the right to substantially reduce the scope of work to be completed under the contract in accordance with Article 104.02 of the Standard Specifications. No allowance will be made for delay or anticipated profits as the result of a decrease in the quantities of work to be performed.

WORK HOURS

The Contractor must adhere to the City ordinance work time schedule. Construction work may be performed Monday thru Saturday during the hours of 7:00 a.m. to 9:00 p.m. and Sunday during the hours of 8:00 a.m. to 9:00 p.m. No work may be performed prior or beyond this period without prior written approval from the City.

CONTRACT COMPLETION

The Contractor must adhere to schedules and restrictions dictated by permitting agencies and the Standard Specifications. Tree clearing of the site must be completed prior to **April 1, 2026**. Construction of the stormwater best management practices must begin no later than **July 15, 2026**, as part of the project funding stipulations. All earthwork, spillway repair, bridge construction, HMA paving, restoration, planting and stabilization must be completed so that Final Acceptance is issued no later than **October 31, 2026**. At this time, the Monitoring and Maintenance period shall begin. Notification of Substantial Completion should be given by the Contractor no later than **October 16th, 2026**. The Contractor should notify the owner in writing when work is believed to be substantially complete to schedule a final walkthrough with the Owner and Engineer. Upon completion of the walkthrough, the Contract will be considered substantially complete. Upon substantial completion, a list of items to be completed and corrected will be issued to the Contractor. Upon issuance, the Contractor will have **5 working days** to complete all items on the list. Final acceptance shall be given by the Owner, acting through its Engineer, upon final inspection and written notice by the Engineer. The completion date of October 31, 2026 shall be the completion date for all awarded work and items to be completed and corrected.

APPLICATION FOR PAYMENT

Application for payment to the Contractor shall be in accordance with the Standard Specifications and these Special Provisions. The Engineer will submit Engineer's Payment Estimate for partial payment to the Contractor for the work completed to the City not more than once monthly on a date specified by the City.



The Contractor shall procure from each subcontractor and supplier of material or labor a waiver of any claim which they may have under the mechanics lien laws of the state in which the work is located, to insure the City immunity from mechanics liens on subcontractors in carrying out the contract and any work orders for additions thereto, all as a condition of any payment by the City. Any payments made by the City without requiring compliance with this paragraph shall not be construed as a Waiver by the City of the right to require compliance with this paragraph as a condition to later payments.

The Contractor shall submit Partial Waivers of Lien from all subcontractors and suppliers with each partial payment estimate and Contractor's Affidavit for subcontractors and suppliers with second payment request for the previous payment estimates and then with all subsequent payment estimates. The Contractor shall furnish with his final application for payment a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and an affidavit that the releases and receipts include all labor and material for which a lien could be filed.

PERMIT COMPLIANCE

The project is located in and adjacent to Waters of the United States. No work shall be completed without full permit approvals from the United States Army Corps of Engineers (ACOE), Kane County Soil and Water Conservation District (SWCD), Illinois Environmental Protection Agency (IEPA) and the City of Batavia. The City and the Engineer have applied for permits through the above agencies. The Contractor may not begin work without all permit approvals in-hand and must adhere to the permit requirements set forth by the permitting agencies.

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS

In addition to the requirements of Section 107.01 of the Standard Specifications, the Contractor shall be responsible for the proper removal and disposal of excavated materials from the project site. The Contractor will meet all requirements set forth by the IEPA and Public Act 96-1416 for Clean Construction and Demolition Debris which may include, but not limited to, field and laboratory analyses, certification from a licensed Professional Engineer, dumping fees and documentation. This work shall not be paid for separately but will be included in the cost of the contract. No additional compensation will be allowed. Completed LPC-662 forms and soil boring logs are provided as part of the bid package.

PRE-CONSTRUCTION VIDEOTAPING

The Contractor shall prepare pre-construction video documentation of all features in the areas affected by construction, including areas adjacent to the right-of-way and construction easements. All video cameras, recorders, tapes, accessories, and appurtenances shall be high quality digital format equipment. Pre-construction video documentation shall consist of a series of high-resolution color audio-video tapes showing all areas affected by construction. All pertinent exterior and interior features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but not be limited to pavements, curbs, driveways, sidewalks, retaining walls, spillway, manholes, playground equipment, buildings, landscaping, trees, shrubbery, fences, light posts, signs, interior features, and equipment, etc. Viewer orientation shall be maintained by audio commentary on the audio track to help explain what is being viewed.

The pre-construction videotaping shall be completed after the initial walkthrough and two copies of the digital files shall be submitted to the City of Batavia before commencing with any construction



activities, including material delivery. This work shall be included in the cost for CONSTRUCTION LAYOUT.

CONSTRUCTION LAYOUT

This work shall be performed in accordance with the IDOT Supplemental Specifications and Recurring Special Provisions (SSRSP) – Adopted January 1, 2021, and as directed by the Engineer. This work shall be performed per the Special Provision for Construction Layout Stakes outlined in the SSRSP.

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for CONSTRUCTION LAYOUT which price shall include all materials, labor and equipment to complete the items listed in the SSRSP for Construction Layout Stakes.

MOBILIZATION

This work shall be performed in accordance with Section 671 of the Standard Specifications, and as directed by the Engineer.

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for MOBILIZATION which price shall include all materials, labor and equipment to complete the items listed in the Standard Specifications.

TEMPORARY CONSTRUCTION ENTRANCE

This work shall consist of the construction of a temporary stabilized construction entrance. The entrance shall be constructed of stone, timbers, or another non-erodible material as to minimize the amount of debris and sediment tracked from the work area. The temporary stabilized construction entrance must be constructed where construction traffic is leaving the construction site. The entrances shall meet the specifications of the Illinois Urban Manual for Stabilized Construction Entrance Code 930 and the Illinois Urban Manual Standard Drawing No. IL-630. A wash rack must be included in the entrance. The material used in the construction entrance must be approved by the Engineer prior to construction of the entrance. The location of the temporary construction entrances are depicted on the plans but may be relocated at the contractor's request and Engineer's approval. The location shall be coordinated with the contractor and the Engineer prior to installation. The location will depend upon the contractor's proposed access point.

The materials shall be removed and replaced when half full of sediment to ensure continuous functionality.

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for TEMPORARY CONSTRUCTION ENTRANCE which price shall include all materials, labor and machinery necessary to construct, maintain, remove and dispose of the temporary stabilized construction entrance.



AS-BUILT SURVEY & RECORD DRAWINGS

The Contractor shall provide the City with record drawings and field notes detailing the work and denoting any changes from the design as shown on the plan sheets. The drawings shall be submitted as two (2) D size (34"x 22") hard copies, and an electronic version (.dwg and .pdf) on a flash drive. All utilities shall have rim and invert information (Simple strike and re-write). The record drawing shall be stamped and approved by licensed surveyor or civil engineer. Full topographic contours in one (1) foot intervals shall be depicted overlaying the design grades to provide a comparison between proposed and constructed grades. Spot grades are not required for the topographic data with the exception of the elevations along the low flow channel and areas planted with Perennial Plant Plugs where spot elevations shall be provided to verify channel depth and pool depth. Constructed items required to have rim & invert information captured by survey include: Sanitary Manholes, Grease Traps, Clean Outs, Water Valve Vaults, Water Service Boxes (b-box), Storm Manholes, Catch Basins, Inlets, Overflow Structures, & Flared End Sections. All pipes shall have material, slope, and length checked (Simple strike & re-write).

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for AS-BUILT SURVEY & RECORD DRAWINGS which price shall include all materials, labor and equipment to complete the items listed above.

TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and highway standards herein and in the plans.

All roads, sidewalks shall be kept open to traffic except for short duration periods during off-peak hours as determined by the Engineer. The paved trail within Michael Wild Park may be fully closed during construction. The Contractor should take particular note of the applicable portions of Article 107.14 of the Standard Specifications. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 701901 for all projects that exceed four-day duration. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding vehicular and pedestrian traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the Highway Standard contained herein.

Special attention is called to Article 107.09 and Section 701 of the Standard Specifications and the following Highways Standards, Supplemental Specifications, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control. It should be noted that Type I or Type II barricades will be required adjacent to the pavement in areas where a drop off of 3" or more occurs in accordance with Article 701.07.



Standards

701006, 701501, 701801, 701901 and BLR 18-5

Special Provisions

General Notes – Traffic Control and Protection
Maintenance of Roadways
Equipment Illumination
Temporary Information Signing
Construction and Maintenance Signs (LR 702)
Traffic Control Deficiency Deduction (BDE 08273)
Work Zone Traffic Control (LRS#3)
Flaggers in Work Zones (LRS#4)

The Contractor shall contact the City of Batavia, at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to traffic at all times, and access to abutting property shall be maintained.

The Contractor shall be responsible for providing a proposed scheduling, phasing and traffic control plan. The City will review these plans and provide the contractor with any necessary modifications in writing. The Contractor will then be responsible for incorporating these changes into the proposed scheduling, phasing and traffic control plan.

At the preconstruction meeting, the Contractor shall furnish the name and telephone number where he may be reached during non-working hours of the individual in his direct employ that is to be responsible for the installation and maintenance of the traffic control of this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the requirements to have a responsible individual in his direct employ supervise this work.

This work shall be measured for payment in LUMP SUM.

Traffic Control and Protection will be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION.

EQUIPMENT ILLUMINATION

(Revised January 26, 1998; Revised January 1, 2016)

The Contractor shall equip all vehicles entering and exiting the work area with flashing amber lights, installed so the illumination is visible from all directions.

This work shall not be measured for payment and shall be considered incidental to the project.

TEMPORARY INFORMATION SIGNING

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary information signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign



panels which cover portions of existing signs. An estimated quantity has been provided in the plans for temporary information signing.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

- Note 1. The Contractor may use 5/8 inch instead of 3/4 inch thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch thick.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft above the near edge of the pavement and shall be a minimum of 2 ft beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels may be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs must be installed two weeks prior to the start of construction.

This work shall be measured for payment in square feet edge to edge (horizontally and vertically).

This work will be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING and shall include all hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

TREE TRUNK PROTECTION

This work shall be performed in accordance with applicable portions of Section 201 of the Standard Specifications, and as directed by the Engineer. This work shall be performed as necessary due to excavations near existing trees to remain and shall only be completed at the direction of the City or the Engineer. Not all trees identified for preservation will require tree trunk protection. This is intended only to be used for parkway and landscape trees near the limits of earthwork.

This work will be measured for payment in units of EACH per TREE PROTECTION.



This item shall be at the contract unit price, per EACH, for TREE PROTECTION shall include all work, equipment, labor and materials to complete the item.

CLEARING AND GRUBBING

This work shall include all labor, materials, and equipment required to remove brush, saplings and debris, as required to access the work area and complete the project. The intent is to clear all brush from the working area. Brush and saplings shall be removed to the ground, leaving the root system intact.

This work will also include the removal and disposal of mulch or wood chips left on-site following tree removal or tree pruning operations.

All materials and debris removed shall be properly disposed of by the Contractor off the project site at no additional cost to the contract.

This work shall be measured for payment in ACRE.

This work shall be paid for at the contract unit price per ACRE for CLEARING AND GRUBBING which price shall include all of the above.

TREE REMOVAL

This work shall be performed in accordance with applicable portions of Section 201 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within limits shown on the plans.

A tree survey has been completed of the site to identify only the desirable tree species. Trees identified to remain are shown on the plans along with a tree tag number. These numbers correspond to physical tags in the trees. All trees not identified to remain shall be removed.

Due to permitting restraints, all trees within this pay item must be removed prior to April 1st, 2026.

This work shall be measured for payment in ACRE.

This work shall be paid for at the contract unit price per ACRE for TREE REMOVAL, ACRE. which price shall include all of items listed in the Standard Specifications. Trees and brush under 6 units (inches) in diameter will be paid for under the clearing and grubbing pay item.

INLET AND PIPE PROTECTION

This work shall be performed in accordance with applicable portions of Section 280 of the Standard Specifications, and as directed by the Engineer.

The contractor shall provide all necessary equipment, machinery and labor to install the filter baskets prior to disturbing any soil and then removal and disposal upon final stabilization. Geotextile fabric under the inlet grate is not an acceptable form or inlet protection.

This work shall be measured for payment in EACH.



This work shall be paid for at the contract unit price per EACH for INLET AND PIPE PROTECTION which price shall include all of items listed in the Standard Specifications.

TEMPORARY DITCH CHECKS

This work shall be performed in accordance with applicable portions of Section 280.04 of the Standard Specifications, and as directed by the Engineer. This work shall be performed in the locations shown on the plans and according to details shown on the plans.

The ditch checks shall be made of rolled excelsior or a commercial product similar to Siltworm erosion control products. The ditch checks shall be staked using wooden stakes at a maximum four (4)' spacing.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for TEMPORARY DITCH CHECK which price shall include all of items listed in the Standard Specifications.

PERIMETER EROSION BARRIER

This work shall be performed in accordance with applicable portions of Section 280 of the Standard Specifications, and as directed by the Engineer. The perimeter erosion barrier shall be inspected regularly and repaired if any deficiencies are noted. This work shall be performed within limits shown on the plans.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for PERIMETER EROSION BARRIER which price shall include all of items, materials, labor and equipment listed in Section 280 of the Standard Specifications.

TEMPORARY FENCE

This work shall be performed in accordance with applicable portions of Section 201 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within limits shown on the plans and according to details shown on the plans.

The temporary fence shall be comprised of orange snow fencing material or equivalent. The posts shall be steel tee bar which are included in the cost of the temporary fence. The temporary fencing shall be used to delineate locations identified on the plans. Fence ties shall be plastic zip ties or metal wire to affix fence to post at 3 locations (top, middle, bottom) of fence. Fence splice locations shall be conducted at a post location and have 6 ties.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for TEMPORARY FENCE which price shall include all of items listed in the Standard Specifications. The Contractor shall not be paid for fence replacement in the same locations if damaged by wind, weather, construction impacts or any other manner. The Contractor shall be responsible for maintaining the Temporary Fence.



COFFER DAMS AND TEMPORARY FLOW BYPASS

The stream within the work area must be isolated to prevent potential sources of sediment from entering the stream. This work may be completed by constructing a temporary cofferdam with a bypass pumping system to allow for the required work to be completed. An in-stream work plan shall be submitted for review at least two weeks prior to initiation of any in-stream work. This temporary flow bypass must be in place when work is being completed within the channel of the Mahoney Creek Tributary and particularly when work is being completed below the bank full elevation. The temporary flow bypass will no longer be necessary once the project has been stabilized.

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.

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 fabric, etc.). Acceptable practices include, but are not limited to: pre-fabricated rigid cofferdams, sheet piling, inflatable bladders, sandbags and fabric-lined basins. Earthen cofferdams or other practices that would result in a release of sediment into waters of the U.S. are NOT permissible.

Work may NOT be performed in the water, except for the placement of the materials necessary for the construction of the cofferdam. The cofferdam must be constructed from the upland area and no equipment may enter the 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.

If bypass pumping is deemed necessary by the Contractor or the Engineer, 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. No overnight pumping will be permitted. The streambank shall have all excavated areas protected at the end of each day of work with non-erodible materials.

During dewatering of the coffered area, all water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers, 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. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity. Please see the construction plans for a detail of an example of how to layout a temporary flow bypass.

Cofferdams may not be constructed to be higher than the bank full depth at any given location unless the cofferdams are constructed parallel to flow for isolated foundation construction and do not obstruct the existing channel flow. For cofferdams constructed and used for bypass flow, any flows in excess of the 2-year event must be allowed to overtop the cofferdams and flow its natural course. Special attention to weather forecast shall be paid by the contractor to ensure that work is being completed during appropriate times and that the channel is able to accept forecast rainfall



events. Repairing any damage caused by flood events that occur during construction will not be grounds for extra compensation.

This work shall be measured for payment in LUMP SUM.

This work shall be paid for at the contract unit price per LUMP SUM for COFFERDAMS AND BYPASS PUMPING/DEWATERING (SPECIAL) which price shall include all materials, equipment and labor necessary for installation, maintain, and removal of materials and equipment.

EARTH EXCAVATION

This work shall be performed in accordance with applicable portions of Section 203 of the Standard Specifications, and as directed by the Engineer. This work consists of grading and shaping of a proposed creek channel and shall be performed within limits shown on the plans.

The earth excavation required is to establish a new drainage channel and reshape portions of the existing channel. This work must be completed without any machinery entering the flowing waterway. It is recommended that bypass pumping be used while performing this task.

No additional compensation will be provided for the handling, removal and disposal of any non-soil debris including concrete, concrete block, brick, stone, metal, plastic, wood material or other debris encountered during work. Any non-soil debris encountered during earth excavation shall be removed from the site and disposed of properly in accordance with State and Federal laws and regulations. Earth excavation shall not include the over excavation of material to install stone riprap or other stone structures.

This work shall be measured for payment in CUBIC YARDS based on the quantity of cut. Earthwork has been measured using a surface to surface calculation. These calculations do not account for swelling or compaction. Depending on the means and methods of earthwork utilized by the contractor, approximately 10% shrinkage due to compaction may occur. The contractor shall be responsible for accounting for the impacts of swelling or compaction as it relates to the volume of soil handled. Based on the grading plan it is anticipated that the cut/fill/haul off amounts will be as follows:

Location	Cut (CY)	Fill (CY)	Haul Off (CY)
Base Bid	843	154	684

This work shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION which price shall include all of items listed above and in the Standard Specifications.

TOPSOIL

This work shall be performed in accordance with Section 211 of the Standard Specifications and consists of topsoil excavation and placement. This pay item is intended for the strip of existing topsoil and respread of said topsoil in disturbed areas. Topsoil must be a minimum of 6” thick in all restored areas.

At the direction of the Engineer, topsoil shall be furnished and placed by the contractor in areas identified to be restored with turf grass. Furnished topsoil must be a minimum of 6” thick in areas



directed by the Engineer. Approval from the Engineer must be obtained prior to using the pay item for TOPSOIL FURNISH AND PLACE.

This work shall be measured for payment in SQUARE YARDS.

This work will be paid for at the contract unit price for CUBIC YARDS for TOPSOIL EXCAVATION AND PLACEMENT – 6” and TOPSOIL FURNISH AND PLACE – 6”, which price shall include all work as specified above.

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS

This work shall be performed in accordance with Section 202, 502 of the Standard Specifications and consists of the removal and disposal of unsuitable material. Material must be verified as unsuitable by the City or the City’s Engineer prior to requesting reimbursement under this pay item. Unsuitable material shall be considered soils that are unfit to support the storm sewer, drainage structures, stone riprap or other drainage items. Unsuitable materials may be removed from the site.

This work shall be measured for payment in CUBIC YARD.

This work will be paid for at the contract unit price for CUBIC YARD for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL which price shall include all work as specified above.

REMOVING MANHOLES

This work shall be performed in accordance with applicable portions of Section 605 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within locations shown on the plans. The sanitary structure identified for removal shall be removed in its entirety. The frame and grate of the existing structure shall remain the property of the City of Batavia and shall be delivered to the Public Works Department at 200 N. Raddant Road at no additional cost.

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for REMOVING MANHOLES. which price shall include all of items listed in the Standard Specifications including the removal and disposal of the structure and backfilling the location to match finished grade.

STORM SEWER REMOVAL

This work shall be performed in accordance with applicable portions of Section 551 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within locations shown on the plans.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for STORM SEWER REMOVAL, which price shall include all of items listed in the Standard Specifications including the removal and disposal of the pipes and backfilling the location to match finished grade. Flared end section removal and disposal shall be considered incidental to STORM SEWER REMOVAL.



STORM SEWER TO BE CLEANED

This work shall include cleaning existing storm sewers at the direction of the Engineer and the City. Generally, this pay item will be used for the section of storm sewer between the flared end sections draining into the project area and the next manhole upstream. All sediment, debris, and plant material shall be removed from the sewer and flared end section. A clear path shall be created from the inside of the sewer to the area downstream of the flared end section to allow water to release freely from the structure without encountering any barriers to flow.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for STORM SEWERS TO BE CLEANED 15", STORM SEWERS TO BE CLEANED 18" and STORM SEWERS TO BE CLEANED 30", for which the price shall include all materials, labor and equipment required to complete the work.

PRECAST REINFORCED CONCRETE FLARED END SECTIONS

This work shall consist of the removal of existing precast reinforced concrete flared end sections and installation of precast reinforced concrete flared end sections as directed by the City in accordance with the applicable sections of Section 542 of the Standard Specifications, and as directed by the Engineer. This work shall be performed only at the direction of the City. The Contractor must obtain direction from the City prior to ordering the flared end sections. The Contractor is responsible for securely connecting the proposed end section to existing RCP storm sewers. The City may determine that maintenance of the existing flared end sections is sufficient and replacement may not be required.

This work shall be measured for payment per EACH.

This work shall be paid for at the contract unit price per EACH for PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 15", PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 18", and PRECAST REINFORCED CONCRETE FLARED END SECTIONS, 30" which price shall include furnishing and installation of the end section.

STONE RIPRAP

This work shall be performed in accordance with applicable portions of Section 281 of the Standard Specifications, and as directed by the Engineer. Stone Riprap Class A1, Class A3, and Class A5 gradation shall be placed to the thickness identified in the plans and details.

The Stone Riprap Class A5 shall be placed over Class A1 bedding material as depicted in the storm sewer end section details. Installation of non-woven filter fabric shall be included in the installation of the Class A5 and Class A3 Stone.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for STONE RIPRAP, CLASS A1, STONE RIPRAP, CLASS A3, and STONE DUMPED RIPRAP, CLASS A5 which price shall include all of items listed in the Standard Specifications. Over excavation, non-woven



geotextile fabric and stone bedding for the installation of stone rip rap shall be considered incidental.

GROUT INJECTION AND CONCRETE TOE WALL

This work shall consist of all labor and materials required for filling the void area(s) under the existing concrete spillway where noted in the plans. The grout material and installation procedure shall be compatible for the Contractor's proposed bypass flow conditions & the anticipated return to service time period.

Materials:

Physical Properties of approved quick-setting material shall exhibit the following minimum physical properties:

Compressive Strength (ASTM C109)

30 mins: >1,200 psi / 1 hour: >2,500 psi / 1 day: >3,500 psi

Bond Strength (ASTM C882) 28 Day: >3,000 psi

Shrinkage (ASTM C1090) < 0.1%

The mix design shall be appropriate for the contractor's selected method of pumping / injecting the fill material through ports required to contain the fill to the void areas underneath the existing concrete spillway.

Installation:

The work consists of mixing and applying flowable fill or a rapid setting, high early strength, non-shrink patching material to fill all large voids under the existing concrete spillway. For repairs, ditch / spillway flow must be temporarily restricted prior to beginning repair work.

The area to be repaired must be capable of receiving the appropriate repair material.

Mix water shall be clean potable water and require no additives or admixtures for use with cementitious patching materials.

Pour stop / containment forms shall be installed where necessary, or concrete toe walls proposed as part of foundation improvements, when properly cured, may be utilized to contain the injections of flowable fill.

Flowable fill shall be mixed on-site or delivered to the site ready for use. Fill material shall be mixed per manufacturer's specifications. Ports shall be installed for pumping/injection fill material and for assessing the complete filling of the void (with ports for overflow entered all along the void perimeter to indicate when injected fill material has fully filled various void locations).

Once forms and ports are installed and fill material is mixed to proper consistency, the materials shall be applied to the void areas by pump or other injection equipment. With overflow ports used to confirm when all void areas have been filled.

Measurement

Flowable fill materials and all labor and appurtenances required to install the flowable fill shall be measured on a per cubic foot basis as GROUT INJECTION. This shall be measured only in areas where a substantial void and/or undercutting of the soil subbase below the existing concrete spillway is present.



Concrete toe walls and all associated labor and material, including but not limited to, reinforcement, form work, excavation and backfill shall be measured on a cubic yard basis as CONCRETE TOE WALL.

Basis of Payment

Flowable fill materials and all labor and appurtenances required to install the flowable fill shall be paid for as GROUT INJECTION, per cubic foot.

Concrete toe walls and all labor and material required to install them shall be paid for as CONCRETE TOE WALL, per cubic yard.

SPILLWAY SURFACE REPAIRS

The work consists of sealing the longitudinal joint along the existing concrete spillway and performing crack repairs of the existing concrete for the locations and lengths noted in plan.

Joint sealing and crack repairs of the existing concrete spillway shall be done in conformance with Section 452 of the IDOT Standard Specifications for Road and Bridge Construction, except that the Contractor shall assume that a backer rod ½” diameter is required in the longitudinal joint prior to sealing and shall field verify if a backer rod is feasible and appropriate to install and shall field verify the proper diameter.

PEDESTRIAN BRIDGE

Description:

This work shall consist of the design, fabrication, storage, delivery and erection of a wooden pedestrian bridge superstructure. Also included in this work shall be the furnishing and installation of a wooden deck, all bearings, anchors and/or retainers, railings, fencing, concrete foundations and approach slabs, excavation and backfill, pipe underdrains and miscellaneous items as indicated on the plans.

Submittals:

Shop drawings for the design, detailing, fabrication and assembly of the wooden pedestrian bridge shall be submitted to the Engineer for review. The span length, clear width, low chord and railing layout shall conform to the information provided in the project plans. Shop drawings shall include bridge vertical, lateral and longitudinal reactions for dead loads, live loads (per plan), wind loads and thermal loads. Shop drawings shall be signed and sealed by a Professional Structural Engineer licensed in the State of Illinois. All aspects of the pedestrian superstructure including main structural beams, transverse members, bearings, diaphragms, jointing, deck, railing and hardware shall be included in the design and shop drawing submittal. Any items required for the erection and installation of the pedestrian bridge and not included by the bridge supplier in the delivery of the bridge shall be furnished by the Contractor and shall not be paid for separately unless otherwise noted.

Materials:

Wood -

Wood Structural members shall be wood material equal to or better than Douglas Fir No.1 and shall be rated for outdoor use, treated lumber.

Furnished lumber shall be free of obvious warps, curls, excessive defects, splits, cracks, knots and shall be of reasonably uniform color and size with like members.

Finish color (stain or paint) of exposed bridge elements shall be as direct by the owner. For an example of the style of wooden bridge the Owner will find acceptable see the example photos below (provided by Western Wood Structures, Inc. of Tualatin, Oregon).



All surfaces of wood that come into contact with ground, or set on surfaces that may be in contact with water shall have added protection applied to the wood surfaces in the form of protective wraps, coating and or metal framing to separate the wood surfaces from direct contact with soil and/or water.

Any damaged, or wood members otherwise deemed deficient by the Owner or their Representative for appearance or condition shall be replaced at the Contractor's expense.

Approach Slab -

The approach slab shall use a portland cement concrete material that complies with Section 1020 of the Standard Specifications for Class BS Superstructure Concrete.

Railing -

The railing shall consist of a smooth rub rail, a toe plate and misc. elements, all located on the exterior face of the exterior bridge beam. Vertical or horizontal pickets shall be located along either the interior or exterior face of the railing posts and horizontal framing members, so long as they do not interfere with handrails, rub rails, or clearance widths.

Bearings -

The bearing shall be designed and furnished as detailed in the plans, in the absence of details, the bearings details shall be rated for anchoring into concrete and providing a fixed connection at one end of the bridge and a slotted connection at the other to allow for movement due to thermal expansion and contraction.

When specified for use, elastomeric bearings shall be according to Article 1083 of the Standard Specifications. Teflon surfaces shall be per Article 1083.02(b) of the Standard Specification and shall be bonded to the bearing plate.

Foundations –

The abutments and sleeper slabs shall use a portland cement concrete material that complies with Section 503 and 1020 of the Standard Specifications for Class SI Concrete.

Reinforcement –

The epoxy coated reinforcement and welded wire mesh in the foundations and approach slabs shall conform to Section 508 of the Standard Specifications.

Concrete Sealer –

The concrete sealer to be applied to the exposed vertical and horizontal surfaces of the abutments shall conform to Section 587 of the Standard Specifications.

Porous Granular Backfill –

The porous granular backfill to be installed behind the abutments and wingwalls shall conform to Section 209 of the Standard Specifications.

Material Testing-

The Contractor shall include in his unit pricing the cost to have a geotechnical engineer, hired by the Contractor, to verify allowable bearing pressure of soils at proposed abutment spread footing foundations and for completing concrete cylinder compressive strength tests, per the requirements of the standard specification section 503, for concrete to be used in the installation of the abutments, sleeper slabs, approach slabs and concrete deck.

Finishing:

Final paint and/or stain color shall be per the owner's direction. A sample must first be provided to the City for acceptance prior to installation. Contractor shall be responsible for proper preparation, and number of application steps and various application materials recommended by a professional painter for a lasting final finish. This includes, cleaning, sanding, wood fillers, wood preparation material such as conditioners or primers, number of finish coats, sanding and other corrective measured between coats and final sealers, where recommended by professional painter. The areas to be finished shall include, but not be limited to, the following areas:

- Exposed railing surfaces and unexposed surfaces that will be mounted to portions of the structure or otherwise subject to weathering.
- All surfaces of the deck boards.
- All surfaces of the bridge beams and ancillary wood framing.
- Any areas damaged due to shipping, handling, and erection of the bridge and components.



Painter Qualifications:

- All painters shall be certified by the appropriate paint manufacturer for proper handling, mixing, thinning (if required) and application of the paint and/or stain system in accordance with the manufacturer’s instructions.

Hardware:

- All hardware at bolted connections for beam anchorages and railing anchorages shall be stainless steel. Unless otherwise noted, hardware shall be countersunk where it is exposed on the interior of the bridge.
- All mechanical fasteners, screws, and/or nails between deck boards and bridge beams shall be rated appropriate for use with treated lumber. All exposed fasteners at top of deck shall be countersunk, or, at least flush with surface such that no snagging edge of the fastener is exposed.

Design:

The superstructure shall conform to the clear span, clear width, and railing configuration shown on the contract plans. The design conforms to the LRFD Guide Specifications for the Design of Pedestrian Bridges. The design loads are as specified by the Guide Specification except as follows:

Design Wind Loads (Pz) for Pedestrian Bridges in Illinois		
Application	psf (kPa)	Applied to:
Circular Members	35 (1.68)	Projected vertical area of member
Flat Members	55 (2.63)	Projected vertical area of member
Signs	35 (1.68)	Projected vertical area of sign
Chain Link Fencing	10 (0.48)	Full projected area of fencing as if solid

The railings are designed per the appropriate Bridge Design Specifications for pedestrian railings as shown on the plans.

The substructure is designed per the appropriate Bridge Design Specifications and based on the assumed bridge loads, as shown on the plans. No construction vehicles are permitted to drive over the pedestrian superstructure at any point during or after construction.

The proposed spread footings, as detailed in the design plans, have been designed for an anticipated allowable soil bearing capacity of 1,500 psf. Contractor shall have a geotechnical engineer field verify the adequacy of the soils at bottom of footing elevations for providing the anticipated allowable soil bearing capacity.

Concrete Abutments

The concrete abutments shall be installed per plan for dimensions, reinforcement and location. Concrete abutments construction shall follow the IDOT Standard Specifications for Concrete Structures, Article 503 for concrete mix material, excavation and backfill, formwork, placing and consolidating, finish, curing, protective coat application and method of measurement and basis of payment, except that all work associated with the concrete abutments, including pipe underdrains,



structural excavation, backfill and removal and disposal of unsuitable material shall all be included in the unit pricing for CONCRETE STRUCTURES, per cubic yard.

Method of Measurement:

The pedestrian superstructure, consisting of the furnished, field assembled and installed prefabricated pedestrian bridge as detailed in the plans and as specified herein is measured in SQUARE FOOT for PEDESTRIAN BRIDGE. The concrete abutments and all associated materials and labor for the foundation construction, including field work and testing by a geotechnical engineer as required to verify soil conditions and concrete compressive strength tests, structural excavation, concrete structures, reinforcement bars epoxy coated, sleeper slabs, approach slabs, porous granular backfill, geocomposite drain, finishing, concrete sealer and all appurtenances required to furnish, install and complete shall be measured in CUBIC YARD for CONCRETE STRUCTURES.

Basis of Payment:

The pedestrian superstructure will be paid for at the contract unit price per SQUARE FOOT for PEDESTRIAN BRIDGE.

The concrete abutments and all associated materials and labor for the foundation construction shall be paid for at the contract unit price per CUBIC YARD for CONCRETE STRUCTURES.

ASPHALT TRAIL

This work shall consist of the removal of the existing asphalt trail and aggregate base course to a minimum depth of 12 inches (12") and disposal of surplus material, placement and compaction of proposed subgrade and installation of Aggregate Base Course Type B to a minimum compacted thickness of 12 inches (12"), prime coat, and two 1.5" lifts of hot-mix asphalt surface course, IL-9.5, Mix "D", N50.

After the subgrade has been brought to a smooth grade and proper shape, it shall be compacted by use of vibratory rollers and/or compactors.

Subgrade preparation shall consist of installing CA-6 crushed aggregate. This work shall be done in accordance with the applicable articles of Section 351 of the Standard Specifications. This item shall also be used for subgrade removal and replacement.

This work will be paid for at the contract unit price per SQUARE YARD for ASPHALT TRAIL, which price shall include all equipment, labor and materials required to complete this work.

CONCRETE HEADWALL FOR PIPE DRAINS

This work shall be performed in accordance with applicable portions of Section 601 of the Standard Specifications, and as directed by the Engineer.

The contractor shall provide all necessary equipment, machinery and labor to install the concrete headwalls to the underdrain systems at the proposed bridge and existing tile network that may be exposed as part of the grading activities. Any outfall location that a perforated drain is exposed must be equipped with a concrete headwall.



This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for CONCRETE HEADWALL FOR PIPE DRAIN -4" and CONCRETE HEADWALL FOR PIPE DRAIN -6" which price shall include all of items listed in the Standard Specifications.

SEEDING, CLASS 1B

This work shall consist seeding Class 1B, fertilizer nutrients, and supplemental watering in disturbed areas as shown on the plans and as directed by the Engineer.

This work shall be done in accordance with the applicable portions of Section 250 and 251 of the Standard Specifications. Fertilizer Nutrients shall be applied in accordance with Article 250.04.

The Contractor shall coordinate with the Engineer on restoration of the disturbed areas. Blending of the disturbed areas with the adjacent terrain based on this coordination is considered part of this contract and shall be paid at the contract unit price for the necessary items, which prices shall include all labor, material and equipment necessary to perform the work.

Seeding performed after November 1st and prior to April 1st shall consist of a Winter Wheat seed mixture as a temporary measure. The Contractor will be required to re-visit the project locations after April 1st to broadcast additional seed of the specified seed class to ensure adequate coverage and growth. Areas to be seeded with Class 1B seed will also be stabilized with Mulch Method 3. The contractor may apply the Class 1B seed via hydroseeding methods upon receiving the approval of the Engineer. Mulch Method 3 is paid for under its own pay item and is not included in seeding.

This work shall be measured for payment in ACRE.

This work will be paid for at the contract unit price per ACRE for SEEDING, CLASS 1B which price shall include all labor, material, and equipment as specified above.

Payment for this item shall not be made until the seed has germinated and a growth of 2" grass strand has been established.

SEEDING - (NATIVE VEGETATION SPECIAL)

This work shall be performed in accordance with applicable portions of Section 250 of the Standard Specifications, and as directed by the Engineer. Wet Prairie/Sedge Meadow seeding shall be within limits shown on the plans. Seeding shall be performed in conformance within the times outlined in Article 250.07 of the Standard Specifications. The contractor's ecologist, who is knowledgeable in native prairie restoration must oversee the installation of all native seeding and maintenance of the native plant communities.

The Contractor shall submit to the owner for approval a complete list of all materials to be used during this portion of the work prior to delivery of any materials to the site. Include complete data on source, amount and quality. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the owner. Any substitutions made to the original seed lists shall be approved in writing by the City's consultant.



The Contractor shall provide a list of equipment and a description and location of its intended use, and a list of said persons performing the work and their qualifications for operating and maintaining the listed equipment.

After the work is completed the contractor shall submit to the owner record drawings that show in red ink on the original plans any field changes or deviations from the original plans.

All grass species shall be supplied as pure live seed. See plan for seeding lists and quantities.

Seed of all species native to Illinois shall be from within a 250-mile radius of the project site unless approved in writing by the City's consultant.

Prior to seeding, areas not regraded and containing turf, old field, or other non-native herbaceous vegetation shall be herbicided at least one time (1×) during the growing season until 100% of vegetation is dead following application methods in the soil preparation for native seeding & planting section. Soils shall be scarified prior to seeding.

Prior to seeding/planting in areas with standing water or saturated soils, all non-native herbaceous vegetation shall be herbicided once (1×), during the growing season, allowed to sit for at least four weeks, then herbicided a second time during the growing season until 100% of vegetation is dead. Seeding shall be done no sooner than 2 weeks after the last herbicide treatment.

All seed shall be preferentially installed by broadcasting into a lightly scarified soil surface. All methods shall be approved by the owner. Scarification must be completed within 5 days and with no rain events occurring between scarification and application of seed to ensure that soils are not compacted during seeding. Final topsoil grading must be completed prior to seeding.

If soil is too wet or grade is too steep to install seed as described in above, a mechanical broadcast seeder, such as a cyclone, shall be used. Hand broadcasting of seed may also be employed.

Within 24 hours of seeding, specified erosion control blanket of the type specified shall be installed per manufactures' specifications and as shown on the plans.

All native seed shall be approved by the City's consultant prior to installation.

If area to be seeded was treated with herbicide, seeding shall occur no less than 14 days after herbicide application.

Please see the plans for the seed mixture information.

After completion of native seeding, the contractor shall schedule with owner a provisional acceptance inspection of the work.

The work shall be considered 90% complete after all seed has been installed and the contractor has completed all required clean up, removal, and repair.

Final acceptance: the work shall be considered 100% complete after the contractor has met or exceeded the performance standards given in the following paragraph.



The contractor shall guarantee seeded and/or planted areas will meet or exceed the following performance criteria for three full growing seasons after provisional acceptance: 80% total (aerial) plant cover and at least 60% relative cover by seeded and/or planted native species in each native plant community/zone. In addition, non-native and/or invasive native species shall collectively not comprise greater than 30% relative cover in each native plant community. Opportunistic invasive/non-native shrubs and trees shall not exceed 10% of any plant community.

Remedial action: if seeded areas fail to meet the terms of the guarantee, the contractor will develop a remedial action plan that takes into consideration the site goals and specific deficiencies. The contractor will submit the remedial action plan to the owner for approval then implement the remedial action plan and submit a report that describes the remedial action taken. Contractor will not be required to perform additional remedial seeding/planting for a minimum of two growing seasons

This work shall be measured for payment in ACRES.

This work shall be paid for at the contract unit price per ACRE for – SEEDING - (NATIVE VEGETATION SPECIAL) - WET PRAIRIE, SEEDING - (NATIVE VEGETATION SPECIAL) - WET MESIC PRAIRIE and SEEDING - (NATIVE VEGETATION SPECIAL) – MESIC PRAIRIE which price shall include all of items listed in the Standard Specifications.

MULCH, METHOD 2

This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications for Mulch, Method 2 and as directed by the Engineer. This work shall be performed during construction if a temporary erosion control measure is required by the Owner, Engineer or the Kane-DuPage County Soil and Water Conservation District. Upon application of straw mulch, the mulch must be crimped into the soil to ensure it remains in place and is not blown off the site. **This pay item will be utilized only if directed by the Owner, Engineer or the Kane-DuPage County Soil and Water Conservation District.**

This work shall be measured for payment in ACRES.

This work shall be paid for at the contract unit price per ACRE for MULCH, METHOD 2 which price shall include all of items, materials, labor and equipment listed in the applicable sections of the Standard Specifications.

MULCH, METHOD 3

This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications for Mulch, Method 3 and as directed by the Engineer. Mulch Method 3 or hydromulch shall be applied in areas restored with turf grass. No erosion control blankets will be allowed within turf grass areas.

This work shall be measured for payment in ACRES.

This work shall be paid for at the contract unit price per ACRE for MULCH, METHOD 3 which price shall include all of items, materials, labor and equipment listed in the applicable sections of the Standard Specifications.



EROSION CONTROL BLANKET

This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications, and as directed by the Engineer. Erosion control blanket type NAG S75-BN or approved equivalent shall be used in the locations shown on the plans. The netting must be fabricated with natural fiber such as coir or jute. Photodegradable plastic netting will not be acceptable. Erosion control blankets must be secured using wooden or biodegradable stakes. Steel staples will not be acceptable.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for EROSION CONTROL BLANKET –S75-BN which price shall include all of items, materials, labor and equipment listed in Section 251 of the Standard Specifications.

HEAVY DUTY EROSION CONTROL BLANKET

This work shall be performed in accordance with applicable portions of Section 251 of the Standard Specifications, and as directed by the Engineer. Erosion control blanket type NAG SC150-BN or approved equivalent shall be used in the locations shown on the plans. The netting must be fabricated with natural fiber such as coir or jute. photodegradable plastic netting will not be acceptable. Erosion control blankets must be secured using wooden or biodegradable stakes. Steel staples will not be acceptable.

This work shall be measured for payment in SQUARE YARDS.

This work shall be paid for at the contract unit price per SQUARE YARD for HEAVY DUTY EROSION CONTROL BLANKET – SC150-BN which price shall include all of items, materials, labor and equipment listed in Section 251 of the Standard Specifications.

TREES

This work shall consist of the installation of new trees to locations noted in the plans and as directed by the Engineer and shall be done in accordance with Section 253 of the Standard Specifications. The contractor's qualified ecologist, who is knowledgeable in native vegetation must oversee the installation of all trees.

See plan for tree list, and quantities. All trees must be a minimum of 2" caliper and be container grown. All trees must meet ANSI standards for nursery stock. Trees native to Illinois shall be from within a 250-mile radius of the project site unless approved in writing by the Engineer.

Native trees must be container grown according to specifications in the plan and meet caliper, height, and container size requirements where applicable. Container grown trees shall be produced by a root-pruned method to develop a dense, fibrous, non-curling root system.

Species shall be true to their scientific name (genus & species) as specified. Trees shall be installed per the tree details in the plan. Staking of trees should only be done upon approval of the Engineer.

This work shall be measured for payment in EACH.



This work shall be paid for at the contract unit price per EACH for TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2" CALIPER, CONTAINER GROWN, TREE, TAXODIUM DISTICHUM (BALD CYPRESS), 2" CALIPER, CONTAINER GROWN, TREE, PLATANUS X ACERIFOLIA (LONDON PLANE TREE), 2" CALIPER, CONTAINER GROWN and TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, CONTAINER GROWN which price shall be payment in full for all of the work as specified above.

PERENNIAL PLANTS

This work shall be done in accordance with the applicable articles of Section 254 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within limits shown on the plans. Plant plugs shall be a minimum of 2" diameter by 4" deep and exhibiting vigorous growth and root structure. The species shall be as depicted in the plans. The wetland emergent plugs must be planted within the corresponding water depths indicated on the plans. The contractor's ecologist, who is knowledgeable in native prairie restoration must oversee the installation of all perennial plants and maintenance of the native plant communities. The plants must be nursery grown within a 250 mile radius of the project location.

This work shall be measured in EACH.

This work will be paid for at the contract unit price per EACH for PERENNIAL PLANTS - WET PRAIRIE PLUGS and PERENNIAL PLANTS, WETLAND EMERGENT PLUGS, which price shall include all labor, material and equipment necessary to complete the work as specified above.

MONITORING AND MAINTENANCE

Maintenance of the native vegetation is vital to the success of the project. The items outlined in this specification are recommendations for achieving a successful establishment and management of the native vegetation in the areas identified to be seeded with Wet Prairie, Wet Mesic Prairie, and Mesic Prairie seed, planted with perennial plants and trees. Twice annual monitoring of all native plant, tree and evergreen communities shall be conducted for three full growing seasons following initial implementation; one season for the stone rip rap streambank areas. **This work falls under the category of landscaping and therefore the prevailing wage requirements are not applicable to this work.**

The site visits each year shall be conducted between May 1 and September 30. The City must be notified at least seven days prior to the site visit and provided with a description of the work that is proposed. **Each visit shall be conducted by a qualified ecological professional who is capable of identifying the native plants species which are desirable to the native landscape.** The site inspector shall collaborate over the needed maintenance requirements for a given year with the City of Batavia and the Engineer.

The City will hold a retainer for the seeding, perennial plants and tree plantings during the Monitoring and Maintenance period or at the discretion of the contractor and the City, a maintenance bond may be provided for this work. If both parties agree to a maintenance bond arrangement, the contractor may provide the City with a maintenance bond for the full term of the monitoring and maintenance period at no additional cost to the City. Upon final acceptance of the vegetation, the retainer or bond will be released by the City.



The preferred management schedule and performance standards for all native plant communities following initial installation is as follows:

Herbicide application:

Contractor shall eradicate noxious and invasive species from the site. Herbicide treatments shall be applied in a manner to minimize loss of desirable species. Treatments shall be completed by licensed pesticide applicators.

Mowing:

The contractor shall mow native plant communities to a height of 8"-10" after vegetation is said areas reaches a height of 24" and before non-native species go to seed two times during first growing season. The contractor shall also mow to a height of 12" up to two times during the second growing season (approximately mid-June and mid-August) and possibly one time during the third growing season (approximately mid-June) unless the Engineer determines that mowing is not needed. Mowing should be done in a manner to reduce clumping of mowed vegetation. If excess debris is left after mowing, then the contractor shall distribute the material in a way such that it will not smother desirable vegetation.

Prescribed Burning:

Prescribed burning shall be the primary method for long-term ecological management and weed control on the site. Burning shall begin following the third growing season and conducted in spring (mid-March-April) or fall (November-December). Burning should be conducted by a licensed contractor experienced in burn planning and permit application as well as prescribed burn management. Prior to the commencement of prescribed burning, the contractor shall compile a burn plan that outlines a plan of action, identifies contingencies, and lists the names and phone numbers of emergency agencies (fire department, police department, etc.). Proper notice of intent to burn shall be given. The contractor shall apply for and receive all required permits prior to the commencement of prescribed burning. At least one prescribed burn must be completed as part of this pay item.

Reporting:

Contractor shall provide the City and the Engineer with a written report prior to December 31st of each year during the monitoring and maintenance period. The report shall provide a summary of the monitoring findings including but not limited to percent vegetated cover, percent native vegetation, itemized list of native plant species on the site. The report shall also summarize the maintenance tasks and dates completed during the year and a summary of planned maintenance for the following year.

This work shall be measured for payment in YEAR.

This work shall be paid for at the contract unit price per YEAR for MONITORING AND MAINTENANCE which price shall include all machinery, herbicide, permitting, labor, equipment and all associated items as described above.

ITEMS ORDERED BY THE ENGINEER

This item is to provide for additional budget in the contract for additional scope of work that may be required but not specifically included in the contract plans and specifications and/or work that may be included in the contract plans and specifications but not covered by a contract pay item prior to the bidding process.



All furnished material shall conform to appropriate articles of the Standard Specifications, City ordinances, City details and specifications that are considered industry standards or standards set forth by a governing body (i.e. SWCD, ACOE, City, Park District, etc.) for the furnishing, fabrication, installation or removal of the included items.

All work shall conform to appropriate articles of the Standard Specifications, City ordinances, City Details and specifications that are considered industry standards or standards set forth by a governing body (i.e. SWCD, ACOE, City, Park District, etc.) for the furnishing, fabrication, installation or removal of the included items.

All materials resulting from this extra work shall be disposed of at the contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-761.

This item shall be measured for payment in the appropriate dimensions for the work performed.
Basis of Payment.

The Contractor will include in his/her bid a per DOLLAR quantity of 10,000 units for a total of \$10,000.00 for miscellaneous additions to the project at the Engineer's discretion. Only additional work, as approved by the Engineer, will be eligible for payment. Additional work may consist of construction items that may be deemed necessary by the Engineer to add to the project and not otherwise identified as a bid item.



GEOTECHNICAL INVESTIGATION RESULTS

MSET PROJECT NO.: 25448		LOG OF BORING NO. B-1				Page 1 of 1				
PROJECT: Mahoney Creek Tributary				SITE LOCATION: Batavia, Illinois						
BORING LOCATION: 996,479E, 1,887,090N				CLIENT: HR Green, Inc.						
DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE		TESTS			REMARKS	
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf		Unconfined Compressive Strength, tsf
0		16" Black Clay TOPSOIL	712.0							
		Grey (c-f) SAND with Silt and Gravel, SW-SM, medium dense	710.7	SS	1	16	11			PID = 0.2 ppm pH = 7.14
3				SS	2	12	12			PID = 0.4 PPM
6		Grey Lean CLAY with Sand, CL, hard	706.5	SS	3	11	16	108	5.35	PID = 0.2 ppm
9				SS	4	14	11			Sample Shredded By Gravel
		Grey Lean CLAY, CL, stiff	701.5	SS	5	7	26	97	1.47	PID = 0.4 ppm pH = 8.01
12		Grey Silty CLAY, CL-ML, medium dense	699.0	SS	6	13	20		2.25 Qp	PID = 0.2 ppm
		End of Boring at 15 feet	697.0							

DURING DRILLING: IMMEDIATELY AFTER DRILLING: DELAYED READING AFTER CAVE IN DEPTH	11.0 Dry 3.0		BORING STARTED: 6/18/25 BORING COMPLETED: 6/18/25 LOGGED BY: MM BORING METHOD: HSA
--	--------------------	--	---



CLEAN CONSTRUCTION DEMOLITION DEBRIS LPC-662 FORM



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

**Source Site Certification
by Owner or Operator
for Use of Uncontaminated Soil as Fill in a
CCDD or Uncontaminated Soil Fill Operation
LPC-662**

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: H. Michael Wild Park Office Phone Number, if available: N/A

Physical Site Location (Street, Road): 516 Viking Drive

City: Batavia State: IL Zip Code: 60510 County: Kane

Township: Batavia

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.84768 Longitude: - 88.28845

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): Aug 1, 2025 Approximate End Date (mm/dd/yyyy): Aug 1, 2026

Estimated Volume of debris (cu. Yd.): 200

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: Batavia Park District

Name: Batavia Park District

Street Address: 327 W. Wilson Street

Street Address: 327 W. Wilson Street

PO Box: _____

PO Box: _____

City: Batavia State: IL

City: Batavia State: IL

Zip Code: 60510 Phone: 6308795235

Zip Code: 60510 Phone: 6308795235

Contact: _____

Contact: _____

Email, if available: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.



Project Name: H. Michael Wild Park Latitude: 41.84768 Longitude: -88.28845

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: _____

The project site is an existing recreational Park. Prior to development as a Park, the land was agricultural. Grading was performed with materials from on site sources. One soil boring was performed at the location of the proposed excavation. Discrete samples were screened with a PID and measured VOC readings less than 0.4 ppm. The soil has a pH of 7.14 to 8.01.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: _____

See attached pH report.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I ROBERT L. GAY (owner, operator or authorized representative of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner

Owner's Duly Authorized Representative

Operator

Operator's Duly Authorized Representative

ROBERT L. GAY, P.E.
Printed Name

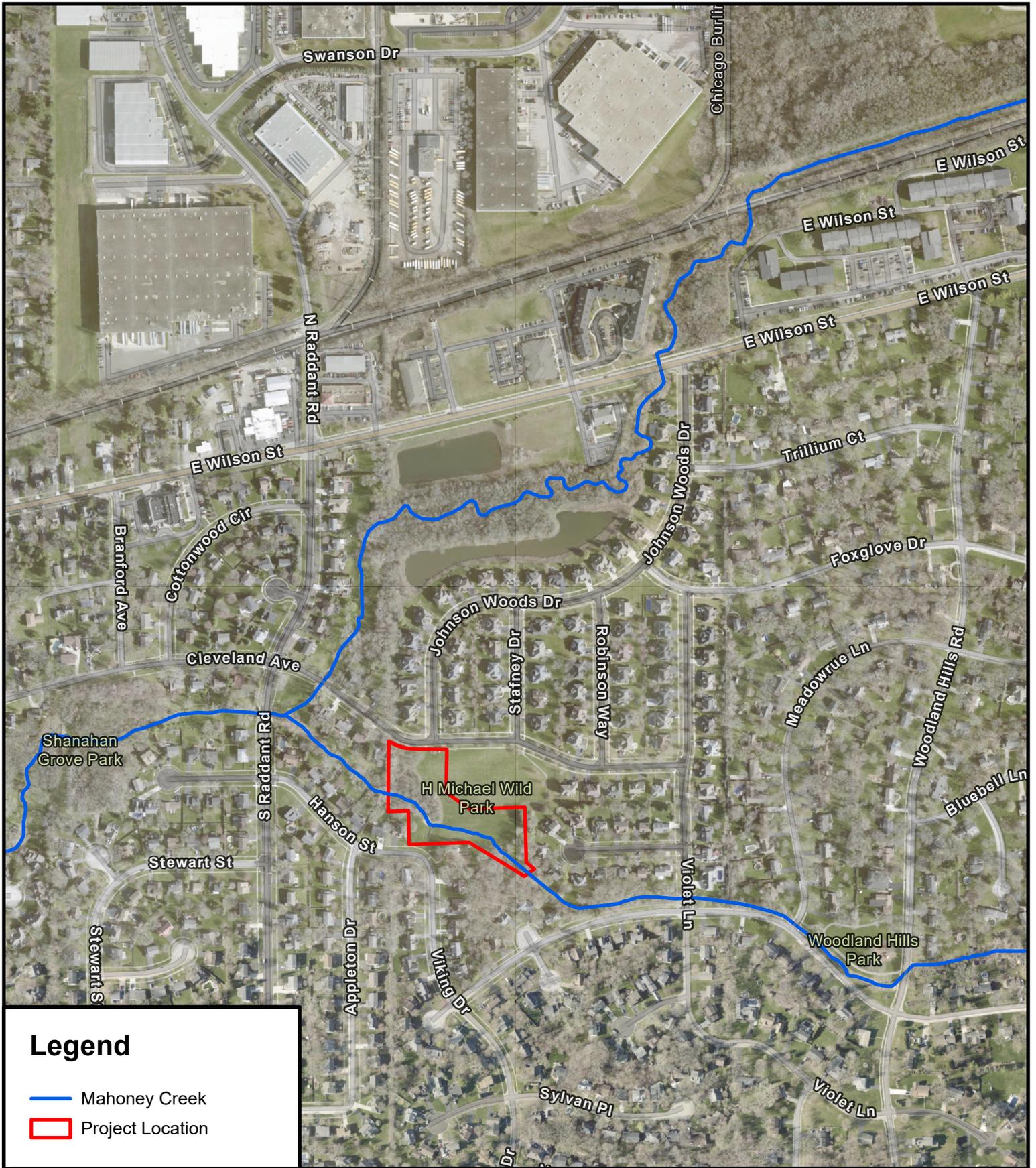
4/27/25
Date

[Signature]
Signature



PART 4

Location Map.....	LM 1 - 1
-------------------	----------



Legend

- Mahoney Creek
- Project Location

**Mahoney Creek Tributary -
Michael Wild Park Drainage
Improvements**

City of Batavia, Illinois



August 2025

Project Location Map