



City of Aurora, IL

## **MASTODON LAKE SHORELINE RESTORATION - REBID 25-232R**

RELEASE DATE: February 13, 2026

DEADLINE FOR QUESTIONS: February 25, 2026

RESPONSE DEADLINE: March 11, 2026, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/aurorail>

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### Attachments:

A - FINAL\_191806-Mastodon\_Lake\_Shoreline Restoration\_Project-Aurora\_IL

## INSTRUCTIONS TO BIDDERS

### 1. SUMMARY

The City of Aurora, IL is seeking a qualified contractor to restore the Mastodon Lake Shoreline. This project includes shoreline restoration of 23-acre Mastodon Lake using native vegetation, stone and bio-engineered techniques all in accordance with the plans and specifications.

### 2. TIMELINE

Release Project Date:	February 13, 2026
Question Submission Deadline:	February 25, 2026, 11:00am
Response Submission Deadline:	March 11, 2026, 11:00am

### 3. ACCEPTANCE OF BID PROPOSALS

a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**

b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the

City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

The Bid will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

#### **4. RECEIPT OF BID PROPOSALS**

1. **Bids must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
2. **Bids must be submitted electronically via the City's E Procurement System. There will be no exceptions!**

#### **5. WITHDRAWAL OF BID PROPOSALS**

**Bids may be withdrawn prior to the deadline for submitting bid proposals through the City's E Procurement System, the responding bidder may "un-submit" their proposal in OpenGov.** After withdrawing a previously submitted proposal, the responding bidder may submit another proposal at any time up to the deadline for submitting bid proposals prior to the opening.

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. No bid proposal will be opened or accepted, which is received after the time and date scheduled for the Bid Proposals to be received.

## 6. BID DEPOSIT

Each Bidder shall deposit with Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, in an amount not less than ten percent (10%) of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within one day after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Bidder, proper insurance certificates and a Performance and Payment Bond in one hundred percent (100%) of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.** Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Bidder shall not be considered complete, until final inspection and acceptance by the City of the Bidder's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

## 7. AWARD

It is the intent of the City to award the bid to the lowest responsive responsible bidder meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

If the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

## 8. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.

## 9. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

## **10. TAXES**

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

## **11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

## **12. SIGNATURES**

Bid Proposals must be signed by the Bidder with his/her usual signature. Bid Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bid Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

## **13. DEMONSTRATIONS**

Bidders are required, if requested to do so, to affect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

## **14. REFERENCES**

Sufficient references of all like public and/or private agencies must be submitted in the Vendor Submission section. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to

cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

## **15. ELIGIBILITY**

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this Bid as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

## **16. DATA**

Complete and detailed brochures and vehicles, equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

## **17. QUESTIONS**

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

**No questions will be accepted or answered verbally.**

**No questions will be accepted or answered after the cut-off date/time.**

**It is the responsibility of the interested bidder to ensure they have received addenda, if any issued.**

## **18. Illinois Freedom of Information Act**

**Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

## **GENERAL REQUIREMENTS**

### **1. REQUIREMENTS OF BIDDER**

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

### **2. CITY'S AGENT**

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the bid proposal and Bid in conjunction thereto.

### **3. BONDS AND INSURANCE**

The Bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the full contract price, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The Bidder awarded the project will need to provide performance and payment bonds for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Payment Bond shall be understood to mean the bond executed by the Bidder and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

The term Performance Bond shall be understood to mean the bond, executed by the contractor and his surety, guaranteeing complete execution of the contract.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

### **4. INVESTIGATION**

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a bid proposal is responsible for examining the complete Invitation to Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the Bid, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed

himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a bid proposal shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Invitation to Bid documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

## **5. BIDDER CAPABILITY**

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among Bidders.

- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Bid.
- Unreasonable failure to complete a previous Bid within the specified time or for being in arrears on an existing Bid without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any Bidder who owes the city money may be disqualified at the City's discretion.**

## **6. ALTERNATE PROPOSALS**

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so by submitting all inquiries via the City's E Procurement System, OpenGov, but all specification deviations must be clearly stated. Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid via the City's E Procurement System by the designated date and time. All answers to inquiries, including requests for alternates or substitutions, will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the interested bidder to ensure they have received addendum, if any issued. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. The Purchasing Director will reject all deviations that amount to material nonconformity with the specifications of the Bid Proposal.

## **7. PAYMENT**

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.) upon receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

**Invoices MUST contain the Purchase Order Number, as issued by the City.**

The successful Bidder shall submit invoices via e-mail to:

**[PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us)**

or Mail to the following address:

**City of Aurora**

**Attn: Purchasing Division**

**44 E. Downer Place**

**Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!*

## **8. DEFAULT**

Time is of the essence of this bid and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Bid by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

## **9. INSPECTION**

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

## **10. WARRANTY**

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

## **11. CANCELLATION**

The City reserves the right to cancel the whole or any part of the Bid if the Bidder fails to perform any of the provisions in the Bid or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

## **12. PERMITS AND LICENSES**

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

## **13. PATENT**

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

## **14. COMPLIANCE WITH LAWS AND REGULATIONS**

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Bid shall be governed by and construed according to the laws of the State of Illinois.

## **15. INSURANCE AND HOLD HARMLESS PROVISION**

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:

- (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
  - (b) \$500,000 per occurrence for Property Damage
  - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
- (a) Bodily injury with limits not less than \$1,000,000
  - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

## **16. WORKERS COMPENSATION ACT**

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Bid, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way shall the City be considered a joint employer of same under any circumstance.

## **17. PERSONNEL AND EQUIPMENT**

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the City.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Bidder's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Bidder, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

## **18. LOCAL BIDDER PREFERENCE**

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

## **19. MINORITY PARTICIPATION**

The City of Aurora encourages minority business firms to submit Bidders and encourages the successful Bid Bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

## **20. PROSECUTION OF WORK**

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the Bid.

## **21. TIME**

Bidder shall schedule its Work to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, Bidders and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Bidder or subcontractors. Bidder's sole remedy for delay shall be an extension in the Bid time.

## **22. SPECIAL CONDITIONS**

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

### **23. REGULATORY COMPLIANCE**

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Safety Data Sheet(s)" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

### **24. PROTECTION AND RESTORATION OF PROPERTY**

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

### **25. RESPONSIBLE BIDDER**

Section 2-331(5) of the Aurora City Code requires that bidders for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

## **26. SUBLETTING OR ASSIGNMENT OF WORK**

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

## **27. GUARANTEE AND MAINTENANCE OF WORK**

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

## **28. CONTRACT**

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Bidder to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

## **CITY OF AURORA GENERAL SPECIFICATIONS**

### **1. SECTION 1 - DEFINITION OF TERMS**

#### **1.1 ADVERTISEMENT**

The word Advertisement shall mean and refer to the official notice as published in the City of Aurora, Illinois, electronic bidding platform inviting bids for the construction of this improvement.

#### **1.2 A.S.T.M.**

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

#### **1.3 ATTORNEY**

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

#### **1.4 BIDDER**

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

#### **1.5 BOARD**

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

#### **1.6 CITY CLERK**

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

#### **1.7 CITY COUNCIL OR COUNCIL**

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

#### **1.8 CONTRACT**

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed Plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

#### **1.9 CONTRACTOR**

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

#### **1.10 ENGINEER**

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

#### 1.11 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the United States Department of Transportation Federal Highway Administration.

#### 1.12 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

#### 1.13 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.

#### 1.14 PLANS

Wherever the word Plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed Plans or reproductions thereof pertaining to the construction involved.

#### 1.15 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

#### 1.16 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

#### 1.17 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

#### 1.18 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

#### 1.19 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

#### 1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

#### 1.21 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

#### 1.22 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

### 1.23 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the Plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

## **2. SECTION 2: AWARD AND EXECUTION OF CONTRACT**

### 2.1 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

### 2.2 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of five (5) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

### 2.3 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

### 2.4 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

## **3. SECTION 3: SCOPE OF THE WORK**

### 3.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the Plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the Plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

### 3.2 SPECIAL WORK

Should any construction conditions which are not covered by the Plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

### 3.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

### 3.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the Plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original Plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

### 3.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

### 3.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

### 3.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

## **4. SECTION 4: CONTROL OF THE WORK**

### 4.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

### 4.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general Plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such Plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

### 4.3 DEVIATIONS FROM THE PLANS

No deviation from the general Plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the Plans, profiles and drawings, and provided for in the specifications.

#### 4.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the Plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the Plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the Plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and specifications.

#### 4.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

#### 4.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the Plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the Plans and specifications on the job at all time.

#### 4.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

#### 4.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

### **5. SECTION 5: CONTROL OF MATERIALS**

#### 5.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall

conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

## 5.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the Plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, it is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

## 5.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

## 5.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

# 6. SECTION 6: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

## 6.1 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night. The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

## 6.2 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

## 6.3 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

#### 6.4 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability	Property Damage Liability	
<u>Each Occurrence</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$3,500,000	\$500,000	\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

#### **6.5 WORKERS COMPENSATION ACT**

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

### **7. SECTION 7: PROSECUTION AND PROGRESS OF WORK**

#### **7.1 SUBLETTING OR ASSIGNMENT OF WORK**

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

#### **7.2 PROSECUTION OF WORK**

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

## 7.3 PAYMENT

### BASIS OF PAYMENT

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

### SUBMISSION OF BID BREAKDOWN

Within 10 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

### PARTIAL PAYMENTS

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

1. CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
2. Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
3. CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the

CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

#### ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

## **SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

### **1. State of Illinois DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

#### **I. SELECTION OF LABOR**

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

#### **II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **2. State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets SPECIAL PROVISION FOR WAGES OF EMPLOYEES ON PUBLIC WORKS**

Effective: January 1, 1999

Revised: January 1, 2015

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

## **SCOPE OF WORK**

### **1. Summary**

The City of Aurora, IL is seeking a qualified contractor to restore the Mastodon Lake Shoreline. This project includes shoreline restoration of 23-acre Mastodon Lake using native vegetation, stone and bio-engineered techniques all in accordance with the plans and specifications.

Phillips Park is considered the jewel of the community. Mastodon Lake, which is in Phillips Park, provides stormwater detention and is used by boaters, anglers and bird watchers and admired by park visitors. However, the Lake has developed an issue with excessive aquatic vegetation which is reducing the aesthetic appeal and negatively impacting the water quality of the Lake.

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 ecologist who is familiar in shoreline and wetland restoration and native vegetation is necessary to ensure that the project is successful.

The successful bidder will have a qualified ecologist, who has knowledge in native prairie restoration, on staff as a direct employee. A resume for the ecologist must be submitted with the bid application. The ecologist must oversee all shoreline grading, stone installation, seeding, perennial and shrub planting and supervise the maintenance of the native vegetation for conformance with the contract documents and specifications for the full maintenance period. Failure to provide required qualifications may result in disqualification of the bid at Owner's discretion.

Since the City has also published a separate bid for dredging of the lake, the awarded contractors may be required to work concurrently onsite.

### **2. SP A.1 – ALTERATIONS TO PROJECT BY ENGINEER**

The Engineer reserves the right to alter the plans and details, extend or shorten the improvement, add such work as may be necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard Specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

### **3. SP A.2 – RESPONSIBILITY OF WORK**

During the progress of the work the Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of Subcontractors or Material Suppliers.

### **4. SP A.3 – PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. This access should not allow the passage of non-local vehicular traffic, which should abide by the approved traffic control plan. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by the construction of these improvements. Adequate use of flaggers and other traffic control devices

shall be used to permit such arrangements during working hours. The Contractor shall remove and reinstall all street signs in conflict with the proposed improvements. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled. **If the project is located in a business district, then business open signs shall be posted and maintained during construction.**

This work shall not be paid for separately, but shall be considered incidental to TRAFFIC CONTROL AND PROTECTION (SPECIAL).

#### **5. SP A.4 – COMPLETION DATE**

The Contractor agrees to execute a contract and a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after notice of award of the contract.

The Contractor further agrees to begin work not later than **ten (10)** calendar days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.

The Contractor shall schedule their construction operations in such a manner so as to meet the following completion deadlines:

- **Obtain Substantial completion of the entire project completion date of October 31, 2026.**
- **Obtain Final completion of the entire project completion date of October 31, 2031, which includes the monitoring and maintenance period of the shoreline restoration.**

Substantially complete shall mean the completion of all work except for minor punch list items.

Final completion shall be obtained when all the work in all respects has been completed; including the punch list work, landscaping and monitoring and maintenance period has concluded.

Special attention is called to Article 108.10 of the Standard Specifications for Road and Bridge Construction and shall be strictly adhered to, in the event the Contractor fails to complete the project by the above-mentioned guidelines. Liquidated damages shall be assessed per **Working Day** for failure to meet the above deadlines.

**The Contractor shall not discontinue progress towards the completion of the work until “Final Completion” has been obtained. This provision will be strictly enforced whether or not the above-mentioned completion deadlines are being met. The Contractor shall be assessed liquidated damages for every working day that work is not being performed on the project.**

**Underground utilities shall not be installed between October 31st and April 1st the following year.**

**Deadline extensions shall not affect the underground utility shutdown dates. Underground work to be performed after October 31st shall be postponed until April 1st the following year. Restoration pertinent to utilities installed prior to October 31st shall be completed November 15th of the same year.**

#### **6. SP A.5 – PERFORMANCE GUARANTEE OF WORK**

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with written directions of the Owner, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer. Construction completion shall be considered with all vegetation has been planted, shoreline work completed and the site stabilized. The Monitoring and Maintenance period is excluded.

Failure of the Contractor to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Contractor in any event) shall be deemed a default and the Owner may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Contractor.

## **7. SP A.6 – WORK DAYS AND HOURS**

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays. The City has the right, at no additional fee to the City, to impose up to 7 days where work cannot take place due to special events in Phillips Park. The dates of these events will be provided to the contractor prior to the start of construction.

**Equipment shall not be started before 6:45 AM.**

## **8. SP A.7 – INCIDENTAL WORK**

All work required to install the improvements shown or called for on the plans and in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said work in the contract.

## **9. SP A.8 – PRE-CONSTRUCTION MEETING**

A pre-construction meeting shall be held prior to start of construction after execution of the contract documents. The Engineer shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and/or discuss the following:

- Written progress schedule/Completion Deadline.
- Names of Subcontractors and Material Suppliers.
- Names of Project Manager and/or Field Supervisor, including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week.
- Notifications
- Notify the Engineer 72 hours prior to the start of the project.
- General cleanup of the work site at the end of each day. The Contractor must have a water meter and hoses, or water truck on site prior to the start of excavation. Contractors and their sub-contractors will not be allowed to obtain potable water from private property. Water from Mastodon Lake may be pumped for the purposes of irrigating the restored shoreline.

- Granular trench backfill, method and equipment used for compaction.
- Driveway access
- Landscape restoration
- A J.U.L.I.E status for the project site, scheduled by the Contractor, prior to commencement of any work.
- An invitation to the pre-construction meeting must be sent to the Kane-DuPage Soil and Water Conservation District by the contractor a minimum of seven (7) days prior to the meeting.

Upon receipt of the notice of the award, the Contractor shall prepare a traffic control plan and project schedule setting forth the hours and days of operation for each task required by the contract. The project schedule shall be reviewed, and revised as required, and submitted with each payment request and/or request for extension of time.

#### **10. SP A.9 – NOTIFICATION**

The Contractor shall notify the Engineer a minimum of three (3) working days (72 hours) prior to starting the project, and a minimum of two (2) working days (48 hours) prior to starting each different type of work.

##### Parking

The Contractor shall supply and post “No Parking” signs on thirty-six inch (36”) high lath or mounted on barricades every fifty feet (50’), two feet (2’) from the back of curb or edge of pavement, at least two (2) working days (48 hours) prior to work in the affected the proposed work. The Contractor shall contact the City of Aurora Police Department (630-256-5000) prior to placing "No Parking" signs. “No Parking” signs only need to be installed in areas of existing parking.

The supply and posting of “No Parking” signs and all other notifications to various local agencies, residents, or businesses shall not be paid for separately, but shall be considered incidental to the project.

##### Roadway

The Contractor shall notify the ENGINEER twenty-four (24) hours prior to the closure of any road so that the Aurora Police and Fire Departments, the appropriate School District, and the Pace Bus Service can be notified appropriately.

#### **11. SP A.10 – CONTROL OF MATERIALS**

All material used shall meet the requirements of the Illinois Department of Transportation, the Standard Specifications for Water and Sewer Main Construction in Illinois, the City of Aurora Standard Specifications for Improvements, and as outlined in these specifications.

All materials will be inspected, tested, and approved by the Engineer before incorporation into the work. The Contractor shall provide the City with letters of certification from each supplier when requested.

Any work in which untested and unacceptable materials are used without approval or written permission from the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for.

## **12. SP A.11 – BUSINESS ENTERPRISE PROGRAM (BEP) PARTICIPATION REQUIREMENTS**

### Purpose and Applicability

Under the applicability of the Illinois Department of Commerce and & Economic Opportunity (DCEO), an overall Business Enterprise Program (BEP) Goal of **28%** has been determined with **18%** of grant dollars going to minority-owned business enterprises (MBEs or WMBEs), and **10%** going to women-owned business enterprises (WBEs or WMBEs), or persons with disabilities-owned business enterprises (PBE). This goal is based on the availability of State-certified vendors to perform the anticipated direct subcontracting opportunities of the Utilization Plan (UP).

In accordance with the State of Illinois Business Enterprise Program (30 ILCS 575) and the City of Aurora's commitment to equitable contracting, this project shall include the above stated participation goal, comprised of the noted enterprises. These goals apply to the total dollar value of the contract and must be met through subcontracting with certified BEP vendors.

### Certification Requirements

All subcontractors used to meet BEP goals must be certified by the Illinois Commission on Equity and Inclusion (CEI) under the BEP program and will count toward meeting the utilization goals for this grant. Certification must be valid at the time of bid submission and throughout the contract term.

### Utilization Plan

Bidders must submit a BEP Utilization Plan with their bid, identifying:

- Certified BEP vendors to be used
- Scope and dollar value of work assigned to each
- Certification type (MBE or WBE)

Failure to submit a complete Utilization Plan may result in bid rejection.

### Good Faith Efforts and Waiver Requests

If a bidder cannot meet the stated BEP goals, they must submit documentation of good faith efforts, including:

- Outreach to certified vendors
- Copies of communications and responses
- Justification for inability to meet goals

Waiver requests will be reviewed by the City of Aurora in consultation with CEI standards.

### Compliance and Reporting

The awarded contractor shall:

- Maintain BEP compliance throughout the contract
- Submit quarterly participation reports detailing payments to BEP vendors
- Cooperate with audits or reviews by the City or CEI

Non-compliance may result in penalties, including contract termination or disqualification from future city contracts.

### Indemnification and Insurance

Contractors must indemnify and hold harmless the City of Aurora from any claims arising from project performance. Insurance requirements include:

General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate  
Auto Liability: \$1,000,000 Bodily Injury / \$500,000 Property Damage  
Workers Compensation: Statutory limits  
Umbrella/Excess Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate

The City of Aurora must be listed as primary, non-contributory additional insured on General and Auto Liability policies.

## **13. SP A.12 – ILLINOIS WORKS APPRENTICESHIP PROGRAM REQUIREMENT**

### Purpose and Applicability

This project is subject to the Illinois Works Apprenticeship Initiative under 30 ILCS 559/20-20, which mandates that apprentices must perform at least 10% of the total labor hours in each prevailing wage classification for public works projects estimated to cost \$500,000 or more and funded in whole or in part by appropriated capital funds.

### Apprenticeship Participation Goal

Minimum Requirement: Apprentices shall perform 10% of the total labor hours actually worked or estimated in each prevailing wage classification, whichever is less.

### Contractor Responsibilities

Documentation: Contractors must submit an Apprenticeship Utilization Plan with their bid, detailing:

- The number of apprentice hours planned per classification
- Identification of participating apprenticeship programs
- Certification of pre-apprenticeship graduates

### Compliance Monitoring:

- Contractors must maintain records of apprentice hours worked.
- Reports must be submitted quarterly to the City of Aurora and/or the Illinois Department of Commerce and Economic Opportunity (DCEO).

### Waiver Requests:

- Contractors may request a waiver or reduction of the apprenticeship goal.
- Waivers must be submitted in writing with justification and evidence of good faith efforts.
- The City of Aurora and DCEO reserve the right to deny waivers and may hold public hearings for review.

### Enforcement and Penalties

Failure to meet the apprenticeship goal or to demonstrate good faith efforts may result in:

- Withholding of payments
- Contract termination
- Disqualification from future City of Aurora contracts

## Definitions

Apprentice: An individual enrolled in a U.S. Department of Labor Registered Apprenticeship Program.

Pre-apprenticeship Graduate: An individual who has completed a recognized Illinois Works pre-apprenticeship program.

Prevailing Wage Classification: As defined by the Illinois Department of Labor for public works projects.

Additional details regarding this requirement can be found at

<https://dceo.illinois.gov/illinoisworks/apprenticeship.html>. Any further questions regarding this policy should be directed to the Illinois Department of Commerce & Economic Opportunity.

## **14. SP S.1 – RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND METHODS**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Engineer shall not be responsible for determining the Contractor's construction means or methods

## **15. SP S.2 – LOCATION OF UTILITIES**

The Bidder, before submitting a Bid, shall carefully examine the Proposal, Plans, Details, Specifications, and Special Provisions. The successful Bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on the plans, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown on the plans may also be encountered in carrying out the work. The Contractor shall be responsible for carrying out all work under this contract without additional compensation for whatever condition is found above or below ground.

The Contractor shall notify all utility companies including the City of Aurora Electrical Department (630) 892-1415, Water and Sewer Department (630) 256-3710, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies, and appropriate school districts, a minimum of two (2) working days (forty-eight hours) prior to beginning any construction or preliminary borings. The Contractor shall have the responsibility to determine from the public utility companies and the City of Aurora Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

The depth and alignment of the existing water mains and sewers are approximate and may vary in both alignment and depth between manholes and valves. The Contractor shall not be due any additional compensation in the event that the alignment of the sewers and water mains vary from what is shown on the plans. The call outs shown on the plans for the existing water mains are approximate and not guaranteed.

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

#### **16. SP H.1 – SOIL EROSION CONTROL**

The project warrants a Storm Water Pollution Prevention Plan (SWPPP). The Contractor and their Subcontractors shall sign the necessary certification forms and follow the requirements of the SWPPP. The Contractor shall coordinate with the Engineer on correcting any deficiencies identified during inspections or Incidents of Non-compliance, and shall notify the Engineer of any changes to the SWPPP's erosion control plans.

This work shall consist of the supply and installation of soil erosion and sedimentation control devices in accordance with Article 280 of the Standard Specification for Road and Bridge Construction, the City of Aurora's Standard Specifications for Improvements, the Kane-DuPage Soil and Water Conservation District, the Illinois Environmental Protection Agency – Division of Water Pollution Control's NPDES Permit No. ILR10, and with the details within the construction drawings.

*Erosion and Sedimentation Control shall not be paid for separately, the supply and installation of erosion control products shall be paid for per with the following pay items: PERIMETER EROSION BARRIER, TEMPORARY DITCH CHECKS, MULCH, METHOD 2 and INLET AND PIPE PROTECTION. See associated specifications for each pay item for more information. All material used for erosion and sedimentation control shall be disposed of off-site along with all debris collected within the control devices. Disposal shall not be paid for separately and shall be considered incidental to the unit prices above.*

#### **17. SP H.2 – DUST CONTROL & DIRT ON PAVEMENT**

The Contractor shall at all times be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement of all dirt and debris **at the end of each day's operations**, and at other times as directed by the Engineer by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the

control of dust as specified in Section 24 of the Standard Specifications for Water and Sewer Construction in Illinois, or by the uniform application of a dust control agent approved by the Engineer.

If City water is used for dust control, the Contractor must have a water meter and hoses on site prior to the start of any excavation.

If the Contractor does not meet the requirement of controlling dust and/or cleaning the pavement, within three (3) hours of notification by the Owner, the Owner shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the Contractor. **Additionally, the City will deduct \$500.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner.** Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to control dust and clean the pavement(s) as required.

Dust control and pavement cleaning shall be considered incidental to the cost of the contract and will not be paid for separately.

#### **18. SP G.1 – WATER FOR CONSTRUCTION PURPOSES**

City water for construction purposes will be available to the Contractor at his cost according to the prevailing rates in effect at the time. Contractors and their sub-contractors will not be allowed to obtain water from private property. The Contractor shall secure a City water meter by presenting a deposit for \$1,600.00 in the form of a certified check made out to The City of Aurora to the Water Billing Department on the First Floor of 44 E. Downer Place, Aurora, Illinois. The name of the Contractor and their Tax ID number will be required. The Contractor will take the resulting forms to the Water & Sewer Maintenance Division located at 649 S. River Street where the City water meter shall be provided. The Contractor and/or sub-contractor will be fined, according to ordinance, which will be deducted from moneys due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use. Water pumped from Mastodon Lake may be used for irrigation purposes.

#### **19. SP G.1 – SURFACE RESTORATION**

The Contractor shall be responsible for performing any surface restoration required due to damages caused by storing material, machinery and/or equipment outside the work areas. The surface restoration shall be performed in accordance with the plans and specifications or as directed by the Engineer and shall be at the Contractor's expense. Restoration of the shoreline areas shall be paid for under the various SEEDING and EROSION CONTROL BLANKET pay items.

#### **20. SP S.1 - CONSTRUCTION LAYOUT**

This work shall be performed in accordance with the IDOT Supplemental Specifications and Recurring Special Provisions (SSRSP) – Adopted January 1, 2023, 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.

## **21. SP S.2 - MOBILIZATION**

This work shall be performed in accordance with applicable portions of Section 671 of the Standard Specifications, and as directed by the Engineer. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of work areas and other facilities necessary for work on the project and for all other work or operations which must be performed or costs incurred when beginning work on the project. The shoreline restoration is anticipated to require one season of construction. Future mobilization for monitoring and maintenance work shall be incidental to the pay item for Monitoring and Maintenance.

Intermittent re-mobilization to the site after potential temporary shut downs shall not be paid for separately and shall be considered incidental to the project. This pay item is intended to compensate the contractor one (1) time as a lump sum for any and all mobilizations including the initial mobilizations to the site at the beginning of the project.

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.

## **22. SP S.3 - EARTH EXCAVATION SPECIAL – SHORELINE SHAPING**

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 shaping portions of the lakeshore to match the typical sections and in locations identified on the plans and as directed by the Engineer.

The typical sections for shoreline restoration included in the plans generally conform with the existing shoreline however, portions of the shoreline will require earth excavation to grade the existing shoreline to a more gradual slope. The desired shoreline slope is approximately a 4:1 (H:V) slope in areas where erosion control blanket and vegetation are the primary method of bank stabilization. In areas where stone or coir logs are used to stabilize the shoreline then a 2:1 slope near the water's edge is acceptable. Shoreline shaping shall be completed in a manner to minimize impacts to the existing trees and their root structures.

Any damage to the existing HMA trail or other paved surfaces shall be the responsibility of the contractor to repair. Excavated materials shall be hauled offsite at no additional cost to the City. Loading and hauling of excavated material shall be included in this pay item. The quantity assumed for this pay item includes shaping in the areas identified on the plans as typical section #1. No machinery shall enter the water at any time to complete this task.

This work shall be measured for payment in FOOT of shoreline shaped measured at the water's edge.

This work shall be paid for at the contract unit price per FOOT for EARTH EXCAVATION SPECIAL – SHORELINE SHAPING which price shall include all of items listed above and in the Standard Specifications

## **23. SP S.4 - GRADING AND SHAPING DITCHES**

This work shall be performed in accordance with applicable portions of Section 214 of the Standard Specifications, and as directed by the Engineer. 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 GRADING AND SHAPING DITCHES which price shall include all of items listed in the Standard Specifications.

#### **24. SP S.5 - PIPE CULVERTS TO BE CLEANED**

All existing storm sewers and pipe culverts regardless of diameter shall be considered as pipe culverts insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of the pipe culverts to be cleaned will be as shown on the plans or as directed by the Engineer.

All existing pipe culverts as shown on the plans or as directed by the Engineer shall be cleaned in accordance with Article 602.15 of the Standard Specifications. This work will be paid for in accordance with Article 602.16 of the Standard Specifications.

This work shall be measured for payment in FOOT.

This work shall be paid for at the contract unit price per FOOT for PIPE CULVERTS TO BE CLEANED 12", which price shall include all of the above.

#### **25. SP S.6 - 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 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.

#### **26. SP S.7 - 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 and as directed by the Engineer.

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

#### **27. SP S.8 - 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.

## **28. SP S.9 - 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 or Engineer. 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 or Engineer. If temporary erosion control measures are required during construction then Mulch Method 2 shall be the primary method of stabilization.

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.

## **29. SP S.10 – TEMPORARY EROSION CONTROL SEEDING**

This work shall be performed in accordance with applicable portions of Section 280 of the Standard Specifications for Temporary Erosion Control Seeding and as directed by the Engineer. This work shall be performed during construction if a temporary erosion control measure is required by the Owner or Engineer. Seeding shall be applied at a uniform rate of 50 pounds per acre. Fertilizer nutrients will not be required. The temporary seed shall consist of Common Oats and Annual Ryegrass.

This work shall be measured for payment in POUND.

This work shall be paid for at the contract unit price per POUND for TEMPORARY EROSION CONTROL SEEDING which price shall include all of items, materials, labor and equipment listed in the applicable sections of the Standard Specifications.

## **30. SP S.11 - 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.

### **31. SP S.12 - COIR LOG - TOE OF SLOPE PROTECTION**

This work shall be performed in accordance with applicable portions of Section 280 of the Standard Specifications, and as directed by the Engineer. A coconut coir log shall be keyed into the existing bank at the approximate normal water level. The coconut coir log shall be staked in place with a wooden stake spaced no more than four (4) feet apart. Please see the detail for Bank Treatment Typical #1 for more information.

The coconut coir log shall be constructed of an interior mattress of coir fibers bound with bristle coir twine. The log diameter must be at a minimum of 12-inches in diameter and a density of 9lbs/ft<sup>3</sup>, weight of 7lbs/ft. In select locations, as directed by the Engineer, two coir logs may be required to be stacked to provide a taller toe of slope stabilization measure. An example of the coir log – toe of slope protection is depicted in the photo below:



This work shall be measured for payment in FEET as measured along the shoreline, not the length of coir log installed.

This work shall be paid for at the contract unit price per FOOT for COIR LOG – TOE OF SLOPE PROTECTION which price shall include all of items, materials, labor and equipment listed in Section 280 of the Standard Specifications.

### **32. SP S.13 - 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. Tree protection is not identified on the plans and will only be used as directed by the Engineer or the City.

This work will be measured for payment in units of EACH per TREE PROTECTION where EACH referred to each tree regardless of the DBH of the tree.

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.

### **33. SP S.14 - STUMP REMOVAL ONLY**

Special attention is called to this item since the Contractor will, in this case, be required to remove stumps only and associated surface roots. The trees have previously been removed by others. A tree stump that cuts off at a height of 4.0 feet or below will be considered as a stump for the purposes of measurement and removal. All excess chips and debris from this operation shall be removed from the City's property.

This work shall be done in accordance with Section 201 of the Standard Specifications for tree removal, except that stumps are to be removed to a minimum of twelve (12) inches below the natural surface of the ground and surface roots shall be ground out.

Stumps to be removed as a payment item will be measured per UNIT of diameter, where one unit is equal to one (1) inch, at flush with the ground. Surface roots will not be measured for payment but shall be included in the stump removal.

Stump removal shall be paid for at the contract unit price per UNIT diameter for STUMP REMOVAL ONLY. All references to tree removal in the Standard Specifications shall include the item STUMP REMOVAL ONLY. Payment for STUMP REMOVAL ONLY shall include the cost of all material, equipment, labor, removal, disposal, cleanup, and incidentals required to complete the work as specified herein and to the satisfaction of the Engineer.

### **34. SP S.15 - STABILIZED 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 material used in the construction entrance must be approved by the Engineer prior to construction of the entrance. The construction entrance is not shown on the plans. 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.

### **35. SP S.16 - 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 A3 gradation shall be placed to the thickness identified in the plans and details.

Installation of non-woven filter fabric shall be included and is incidental to the installation of the 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 A3 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.

### **36. SP S.17 - LIMESTONE OUTCROPPING**

This work shall be performed in accordance with applicable portions of Section 281 and 282 of the Standard Specifications, with detail drawings found in the plans, and as directed by the Engineer. This work shall be performed within locations shown on the plans.

Non-woven geotextile shall be keyed in to the native soils as shown in the plan details. The subbase for the limestone outcroppings shall consist of aggregate adhering to ASTM No. 57, and shall be washed CA-7 aggregate. The subbase shall be applied in compacted in lifts no greater than six (6) inches. The outcropping slabs shall be keyed into the surrounding soil such that the uphill edge of each stone is no greater than two (2) inches is protruding from the ground surface.

Limestone outcropping slabs furnished by the Contractor shall comply with the following requirements:

<b>Parameter and/or Testing Procedure</b>	<b>Acceptable Value</b>
Type/Classification	Class 2 medium density dolomitic limestone
Average Adsorption, ASTM C97	Less than 8%
Average Bulk Specific Gravity, ASTM C97	2.10 or greater
Average density, ASTM C97	At least 130 lbs/cubic foot
Compressive Strength, ASTM C-170	At least 10,000 psi (average)
Modulus of Rupture, ASTM C-99	At least 1,000 psi (average)
Flexural Strength, ASTM C-880	At least 900 psi (average)

Avoid damaging limestone slabs. Limestone damaged by the Contractor's operations will be replaced by the Contractor at their own cost. Follow limestone supplier's recommendations, if any, for delivery, handling, storage, and placement.

This work shall be measured for payment in EACH where EACH is considered to be a completed stone outcropping consisting of stone slab steps providing access to the lake, bedding, geo-textile fabric and over excavation. .

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for LIMESTONE OUTCROPPING 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 limestone outcropping shall be considered incidental.

### **37. SP S.18 - HERBICIDE APPLICATION**

This work shall be performed in accordance with the applicable portions of Section 107 of the Standard Specifications. The Contractor must be fully licensed and/or certified to handle and apply herbicide.

Portions of the project area are vegetated with existing prairie species that were planted along the island's shoreline in 2019/2020. Portions of this restored area as well as portions of the outer perimeter of the Lake are beginning to become infested with phragmites and other non-native plants. This pay item is included with the intent of fully eradicating phragmites from the shoreline of the entire Lake. This pay item is intended for use in areas that are not already identified as locations to have bank treatments which require the establishment of native plants. Areas to be seeded around the outer perimeter of the lake will have herbicide treatment be incidental to the establishment of the seed.

In areas identified on the plans as having identified phragmites or areas to be restored, herbicide existing invasive and not-desirable vegetation with a 2.5% solution of the aquatic approved herbicide, Glyphosate, N-(phosphonomethyl) Glycine, Rodeo, Aqua Neat, or equivalent.

Active ingredients in all herbicides used for the project must be equal to 53.8% composition or higher. Only spray the invasive, non-desirable species when vegetation is green or actively growing. Reapply herbicide three weeks later to ensure 100% of vegetation is dead following application. It is intended that this work be completed as a spot spraying or wicking application and not a broadcast spraying. If broadcast spraying is preferred by the Contractor then treated areas must be restored with native vegetation and will be included in the Monitoring and Maintenance portion of this contract.

Measurement will be the plan quantity in ACRES.

This work shall be paid for at the contract unit price per ACRE for HERBICIDE APPLICATION which shall include all items, materials, chemicals, labor and equipment necessary to complete this work.

### **38. SP S.19 - NATURAL STONE BOULDERS (12" DIA MIN.)**

This work shall be performed in accordance with applicable portions of Section 281 and 282 of the Standard Specifications, with detail drawings for Bank Treatment Typical #2 Stone Toe Water Access found in the plans, and as directed by the Engineer. This work shall be performed within locations shown on the plans.

Installation of non-woven filter fabric and CA-7 bedding material shall be included in the installation of the natural stone boulders. The natural stone boulders shall be granite type with smooth, rounded, glacially deposited, multi-colored appearance. The boulder diameter shall be a minimum of 12" but may be larger. The stone will be installed along the southwest portion of the lakeshore as depicted in the plans. The stone will be used to provide toe of slope protection from wave action and erosion along the shoreline. The stone will extend a minimum of 6" below the normal water level and vary in height to tie into existing grade. The average height is approximately 12" to 30" but may be higher in some locations.

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 NATURAL STONE BOULDERS (12" DIA MIN.) 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 boulders shall be considered incidental.

### **39. SP S.20 - 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. Mesic Seeding and Wet Mesic 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.

Seeding shall be completed under the supervision of an ecologist who is familiar with the establishment of 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.

Areas identified for planting with new perennials, shrubs or seed must be treated with herbicide no less than 14 days prior to planting of the new vegetation. Prior to seeding/planting in areas with standing water or saturated soils, herbicide treatment shall take place and vegetation allowed to sit for at least four weeks, then herbicided a second time during the growing season until 100% of vegetation is dead.

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.

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. The work shall be considered 100% complete after the contractor has met or exceeded the performance standards below:

- 80% total vegetative cover
- 60% of the vegetated area to be native plants species included in the seed mixtures

- Less than 30% of the area to be covered with non-native plants including but not limited to phragmites, buckthorn, honeysuckle and purple loosestrife.

If the project fails to meet the requirements above then the contractor shall develop and submit a remedial action plan to City for review and approval then implement the remedial action plan and submit a report that describes the remedial action taken. Remedial actions will not be required until the first growing season has completed to allow for ample time to determine if germination and plant establishment is taking place.

This work shall be measured for payment in ACRES.

This work shall be paid for at the contract unit price per ACRE for – SEEDING (SPECIAL), WET MESIC and SEEDING (SPECIAL), MESIC PRAIRIE which price shall include all of items listed in the Standard Specifications including soil preparation and pre-planting herbicide treatment.

#### **40. SP S.21 – SEEDING – AURORA MIX**

This work shall consist of re-establishing turf grass areas, furnishing and placing 6” of pulverized topsoil, fine grading, fertilizer and sowing of “Aurora Mix” grass seed by hand raking. Stabilization shall be completed by installing loose straw mulch stabilized with hydraulic mulch (Mulch Method 3) at the locations designated by the Engineer in accordance with the applicable portions of Section 250 and 251 of the Standard Specifications for Road and Bridge Construction. Stabilization with hydraulic mulch shall be paid for under the pay items for Mulch, Method 3. Pulverized topsoil shall be furnished in placed as needed and as directed by the Engineer to provide a minimum of 6” of topsoil through the entire Seeding – Aurora Mix area.

Fertilizer nutrients shall be applied to the prepared areas at a 9:18:9 ratio at a rate of 200 pounds per acre.

##### **Aurora Mix:**

The City of Aurora grass seed mixture consists of:

- 24.93% ASAP Perennial Ryegrass
- 24.46% Caddieshack Perennial Ryegrass
- 24.33% Goalkeeper Perennial Ryegrass
- 12.37% Geronimo Kentucky Bluegrass
- 12.29% Kentucky Bluegrass (variety not stated)
- 1.34% Inert Matter, 0.28% Crop, 0.00% weed

This mixture shall be sown in such a manner as to produce a growth of grass similar in quality and appearance to the grass of adjoining areas. Grass seed mix shall be proportioned by weight and planted at a minimum rate of eight (8) pounds per thousand (1,000) square feet. Seeds furnished shall be first grade in quality, high in germination, and free from weeds. Seed shall not be sown in high wind, foul weather conditions, or when ground conditions are not proper in the opinion of the Engineer.

**Within twenty-four (24) hours from the time seeding has been performed, the seeded area shall be stabilized with Method 3, as identified on the plans.**

The Contractor shall notify the Engineer a minimum of 48 hours prior to performing any landscape restoration. The Contractor shall demonstrate to the Engineer seeding and fertilizer applications rates prior to performing this work. Documentation regarding seed mixtures and fertilizer concentrations shall be provided to the

Engineer prior to performing this work. In the event that the Contractor fails to adhere to these requirements, the work shall not be eligible for payment.

This work shall not be considered complete until a mowable weed-free stand of grass is obtained.

The work specified herein shall be paid for by the contract unit price per ACRE

This work shall be paid for at the contract unit price per ACRE for – SEEDING – AURORA MIX *which price shall be payment in full for all labor, materials, and equipment necessary, including seed, fertilizer, pulverized top soil, loose straw mulch, and all other appurtenances required to perform this work in accordance with the plans, details, and specifications.*

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

#### **41. SP S.22 - 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.

Upon delivery to the site, the plants must be sheltered from direct sunlight and protected from damage. Wetland type plugs must be kept moist by means of wet burlap, buckets or other means to prevent drying.

This work shall be measured in EACH.

This work will be paid for at the contract unit price per EACH for PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG and PERENNIAL PLANTS, PRAIRIE TYPE, 2" DIAMETER BY 4" DEEP PLUG, which price shall include all labor, material and equipment necessary to complete the work as specified above.

#### **42. SP S.23 - SHRUBS - CORAL BERRY**

This work shall be done in accordance with the applicable articles of Section 253 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within limits shown on the plans. Shrubs shall be a five (5) gallon container and exhibiting vigorous growth and root structure. The species shall be as depicted in the plans.

This work shall be measured in EACH.

This work will be paid for at the contract unit price per EACH for SHRUBS – CORAL BERRY, which price shall include all labor, material and equipment necessary to complete the work as specified above.

#### **43. SP S.24 - PERIMETER EXCLUSION BARRIER - WILDLIFE EXCLUSION**

This work shall be done in to protect newly planted PERENNIAL PLANTS, SHRUBS and SEEDING from predation by birds and other wildlife. The Contractor and their ecologist may determine which temporary

exclusion barrier will be the most effective based on the site conditions. The perennial plant plugs are typically the most susceptible to predation however newly germinated seed is also vulnerable to predation.

Potential barriers include black or green plastic snow fence placed parallel to the water's edge to prevent turtles, musk rat, geese and other wildlife from accessing the perennial plant plugs. If plastic snow fencing is used it may not be orange in color. Alternatively, wooden stakes placed in an alternating pattern parallel with the shoreline and twine strung in a zig-sag pattern over the top of the stakes and along the sides can be an effective deterrent to waterfowl from accessing newly planted vegetation.

The contractor shall be responsible for replacement of vegetative material even in the event of predation by wildlife and therefore an exclusion barrier is highly recommended for this shoreline restoration project. Once the vegetation has matured to a level that predation is no longer a concern, the Contractor shall remove the perimeter exclusion barrier and dispose of the materials.

Upon establishment of the native plants, the contractor shall remove the perimeter exclusion barrier – wildlife exclusion and dispose of the materials. It is anticipated that the execution barrier may be removed one growing season after the installation of the native plant plugs.

This work shall be measured for payment in FOOT where the length is measured along the water's edge. The quantity shall not be increased for multiple rows of exclusion barrier.

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, installation, removal, disposal and equipment necessary to install a temporary protective barrier around the shoreline.

#### **44. SP S.25 - 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 C125-BN, NAG SC150-BN, and NAG S75-BN or approved equivalent shall be used in the locations shown on the plans.

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 - C125-BN, HEAVY DUTY EROSION CONTROL BLANKET - SC150-BN and EROSION CONTROL BLANKET, S75-BN which price shall include all of items, materials, labor and equipment listed in Section 251 of the Standard Specifications.

#### **45. SP S.26 – 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 all areas identified to be restored with turf grass.

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

#### **46. SP S.27 - SELECTIVE MOWING STAKES SPECIAL**

This work shall be performed in accordance with applicable portions of Section 250 of the Standard Specifications for Selective Mowing Stakes. The stakes shall be used to delineate the boundary between the turf grass and native prairie plant seeding zones. The stakes shall be steel posts driven into the ground to a height of 3.5' above ground. The stakes shall be spaced at 200' spacing around the lake at the seeding zone boundary depicted in the typical sections on the plans. Each stake shall be furnished with a 9" x 12", 2mm aluminum sign finished with a matte UV laminate. The signs shall have rounded corners and pre-drilled 3/16" holes for mounting. The signs shall be the Native Wildflower Planting sign panel from Prairie Moon Nursery or approved equivalent

This work shall be measured for payment in EACH.

This work shall be paid for at the contract unit price per EACH for SELECTIVE MOWING STAKES SPECIAL which price shall include all of items, materials, labor and equipment listed in the applicable sections of the Standard Specifications.

#### **47. SP S.28 - 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 planted with native plant plugs, shrubs and seeded with Wet Mesic Prairie, and Mesic Prairie seed. A minimum of twice annual monitoring of all native plant communities shall be conducted for five (5) 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 October 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 professional who is capable of identifying the native plant 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 Aurora and the Engineer.

The City will hold a retainer for the 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. If areas require overseeding after herbicide treatments then the overseeding must take place a minimum of 14 days after the herbicide treatments. Overseeding shall be considered if areas are not meeting the coverage percentages discussed in the seeding section of these specifications.

Mowing:

The contractor shall mow native plant communities to a height of 8"-10" after vegetation in 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 be 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.

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.

**48. SP S.29 - TRAFFIC CONTROL AND PROTECTION**

*All roads shall be kept open to traffic. 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 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.

The paved pedestrian path around Mastodon Lake will remain open to pedestrians during shoreline restoration work, segments of the trail may be temporarily closed with barricades and signage while work is being

performed on the adjacent shoreline. The temporary closure shall be removed after work on the adjacent shoreline has been completed the pedestrian trail is safe to access by the public.

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

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 submit to the Engineer a Traffic Control Plan for approval by the Engineer. The Contractor shall adhere to the approved Traffic Control Plan. The Contractor shall obtain written approval from the Engineer forty-eight (48) hours in advance of the implementation of any and all alterations or deviations from the Traffic Control Plan.

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.

All orange signs used shall be fluorescent orange in color. Deteriorated, damaged, or signs with non-original material on the front surface will not be allowed.

Prior to the start of work the Contractor shall have a sufficient number of barricades, signs, and flagmen at the jobsite for the scheduled work. If satisfactory traffic control as determined by the Engineer is not in place, the Engineer shall order the work to be halted. Traffic control devices shall not be removed without prior written notice and approval of the Engineer.

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 (SPECIAL).

#### **49. SP S.30 - SUPPLEMENTAL WATERING**

This work shall be in accordance with Section 201 of the Standard Specifications, and as directed by the Engineer. This work shall consist of watering existing plant material to maintain health and vigor during and following construction activity or as directed by the Engineer.

During the establishment period of the SHRUBS, PERENNIAL PLANTS, SEEDING (SPECIAL), MESIC PRAIRIE, SEEDING (SPECIAL), WET MESIC and restored dewatering locations, the vegetation will require a minimum of one (1) inch of water per week. If this is not provided through natural rainfall then the contractor shall supply water through irrigation. The Contractor shall provide all mechanical equipment, water and labor to provide irrigation. There are no potable water services within the project location to provide water. The contractor may, at their own choosing, utilize water from Mastodon Lake to irrigate the shoreline plantings. The contractor shall confirm with the City prior to utilizing water from the Lake that no herbicide treatments have been recently applied to the Lake. Any damage to the shoreline associated with pumping water from the Lake shall be repaired by the contractor at no additional cost to the City.

This work shall be measured for payment in MONTH.

This work shall be paid for at the contract unit price per MONTH for SUPPLEMENTAL WATERING which price shall include all machinery, water, labor, equipment and all associated items as described above.

#### **50. SP S.31 – ITEMS ORDERED BY 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. IDOT, City, 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. IDOT, City, 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.

Only additional work beyond the original awarded scope of base bid and bid alternative items, as approved by the Engineer, will be eligible for payment from this item. 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.

## PRICING TABLE

### BASE BID

Pay Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
Z0013798	CONSTRUCTION LAYOUT	1	LUMP SUM		
6700100	MOBILIZATION	1	LUMP SUM		
SPECIAL	EARTH EXCAVATION SPECIAL - SHORELINE SHAPING	1,073	FT		
21400100	GRADING AND SHAPING DITCHES	125	FT		
SPECIAL	PIPE CULVERTS TO BE CLEANED - 12"	22	FT		
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50	CY		
28000400	PERIMETER EROSION BARRIER	3,757	FT		
28000305	TEMPORARY DITCH CHECKS	200	FT		
25100115	MULCH, METHOD 2	1	ACRE		
28000250	TEMPORARY EROSION CONTROL SEEDING	100	POUND		
28000500	INLET AND PIPE PROTECTION	18	EACH		

Pay Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
SPECIAL	COIR LOG - TOE OF SLOPE PROTECTION	2,275	FT		
2101100	TREE TRUNK PROTECTION	10	EACH		
X2010400	STUMP REMOVAL ONLY	80	UNIT		
X0322671	TEMPORARY CONSTRUCTION ENTRANCE	2	EACH		
28100705	STONE RIPRAP, CLASS A4	236	SY		
SPECIAL	LIMESTONE OUTCROPPING	4	EACH		
K0012950	HERBICIDE APPLICATION	6.22	ACRE		
SPECIAL	NATURAL STONE BOULDERS (12" DIA MIN.)	197	SY		
XX006144	SEEDING (SPECIAL), MESIC PRAIRIE	2.58	ACRE		
XX006145	SEEDING (SPECIAL), WET MESIC	3.64	ACRE		
SPECIAL	SEEDING - AURORA MIX	1	ACRE		
K0013030	PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG	3,200	EACH		

Pay Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
K0013000	PERENNIAL PLANTS, PRAIRIE TYPE, 2" DIAMETER BY 4" DEEP PLUG	3,800	EACH		
25301700	SHRUBS - CORAL BERRY, 5 GAL CONTAINER	55	EACH		
SPECIAL	PERIMETER EXCLUSION BARRIER - WILDLIFE EXCLUSION	6,694	FT		
25100630	EROSION CONTROL BLANKET, S75	7,405	SY		
25100635	HEAVY DUTY EROSION CONTROL BLANKET - C125-BN	1,468	SY		
25100635	HEAVY DUTY EROSION CONTROL BLANKET - SC150-BN	4,972	SY		
25100125	MULCH, METHOD 3	1	ACRE		
SPECIAL	SELECTIVE MOWING STAKES SPECIAL	36	EACH		
SPECIAL	MONITORING AND MAINTENANCE	5	YEAR		
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	LUMP SUM		

Pay Item Code	Description	Quantity	Unit of Measure	Unit Cost	Total
20101700	SUPPLEMENTAL WATERING	3	MONTH		
<b>TOTAL</b>					

### ITEMS ORDERED BY ENGINEER

Line Item	Description	Unit of Measure	Unit Cost
SPECIAL	ITEMS ORDERED BY ENGINEER	Lump Sum	\$50,000.00

## VENDOR SUBMISSIONS

### 1. Bid Deposit\*

**Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.** Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days.

\*Response required

### 2. Resume of Ecologist\*

The successful bidder will have a qualified ecologist, who has knowledge in native prairie restoration, on staff as a direct employee. The ecologist must oversee all shoreline grading, stone installation, seeding, perennial and shrub planting and supervise the maintenance of the native vegetation for conformance with the contract documents and specifications for the full maintenance period.

Failure to provide required qualifications may result in disqualification of the bid at Owner's discretion.

\*Response required

### 3. BEP Utilization Plan\*

Bidders must submit a BEP Utilization Plan with their bid. See Section 3.12 SP A.11 Business Enterprise Program (BEP) Participation Requirements.

\*Response required

### 4. Contact Information\*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

\*Response required

### 5. References\*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

\*Response required

### 6. Sub-Contractor List\*

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

\*Response required

## **7. Eligibility\***

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

☐ Please confirm

\*Response required

## **8. Bidder's Tax Certification\***

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

☐ Please confirm

\*Response required

## **9. Bidder's Certification\***

I/We hereby certify that:

A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.

B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.

C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

☐ Please confirm

\*Response required

**10. Apprenticeship or Training Program Certification\***

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

\*Response required

**11. Union/Apprenticeship Requested Documentation\***

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

\*Response required

**12. Local Vendor Preference Application\***

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

\*Response required

**13. Standard City of Aurora Contract\***

Please download the below documents, complete, and upload.

- [Sample Standard Contract IT...](#)

\*Response required

**14. Additional Information**

Invitation For Bid #25-232R  
Title: Mastodon Lake Shoreline Restoration - Rebid