



6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
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Public Works Department

BID PACKAGE
INSTRUCTIONS AND FORM OF PROPOSAL
for the
NORTH SHORE CHANNEL SHORELINE STABILIZATION
Project #2026-04-30-PW

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VILLAGE OF LINCOLNWOOD – PUBLIC WORKS DEPARTMENT
CONTRACT FOR THE
NORTH SHORE CHANNEL SHORELINE STABILIZATION

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Lincolnwood (“*Owner*”)
Public Works Department
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attn: Rachel Mieritz, Staff Engineer

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as:

NORTH SHORE CHANNEL SHORELINE STABILIZATION

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Performance Bond and Labor & Material Bond Forms;
- (8) Contract, including Specifications and all of its Attachments and Appendices.

4. **Inspection and Examination**

Complete digital project bidding documents are available at demandstar.com. No paper copies will be provided by the Owner.

In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use. The City reserves the right to accept or reject any or all bids.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall then inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed

INVITATION

conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Pre-Bid Meeting**

Not applicable for this project.

6. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **10:00 a.m.**, local time, **May 14, 2026** at Village Hall, located at 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712. Each prospective bidder shall include:

- Completed Bidder's Proposal (Attachment A-1) as provided in the Bid Package

7. **Bid Security and Insurance**

A. **Bid Security**. Each Bidder's Proposal shall be accompanied by a security deposit in the form of a Bid Bond and follow the amount in the table below:

Bid Security Amounts

Total Base Bid Amount		Security Amount
From	Thru	
\$ 0	\$ 10,000	0 %
\$ 10, 001	\$ 50,000	10.0 %
\$ 50, 001	\$ 100,000	5.0 %
\$ 100, 001	\$ 5,000,000	3.0 %

B. **Performance and Payment Bonds**. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above.

C. **Insurance**. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award.

Dated April 30, 2026

VILLAGE OF LINCOLNWOOD

By: **John M Welch**

John M. Welch, PE, CFM, Public Works Director

VILLAGE OF LINCOLNWOOD – PUBLIC WORKS DEPARTMENT
CONTRACT FOR THE
NORTH SHORE CHANNEL SHORELINE STABILIZATION

GENERAL INSTRUCTIONS TO BIDDERS

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VILLAGE OF LINCOLNWOOD – PUBLIC WORKS DEPARTMENT
CONTRACT FOR THE
NORTH SHORE CHANNEL SHORELINE STABILIZATION

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("**Addendum**"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract.

4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the Bidder's Proposal form [Attachment A-1] furnished by Owner and included in the Bid Package.

Entries on the Bidder's Proposal form shall be typed or legibly written in **ink**. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall download, acknowledge receipt and upload with its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and include into its Bidder's Proposal the Bidder's Sworn Acknowledgement (both Sealed and Notarized) and the Bidder's Sworn Work History Statement (when applicable) included in the Bid Package.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) **Individuals.** Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) **Joint Ventures.** Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. **Other Documents.** The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. **Bid Security**

A. **Required Bid Security.** Every Bidder's Proposal shall be accompanied by bid security in the form of a Bid Bond as specified in the Invitation for Bidder's Proposals ("***Bid Security***"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. **Return of Bid Security.** Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. The City will hold the Bid Security from the two lowest Bidders until the contract is signed.

C. **Liquidated Damages.** If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. **Submission of Bid and Bidder's Proposal**

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The Bidder's Proposal, properly signed, together *with all other required documents*, shall be included with the sealed bid submission. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal *prior to opening* of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects *may also be requested*.

C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

D. **Owner Requests.** *If Owner requests*, in order to demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below within five days of Owner's request.

1. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Illinois or covenant to obtain such qualifications prior to award of the contract. Acceptable document shall be IDOT's Certificate of Eligibility.
2. The address and description of the Bidder's place of business.
3. The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated.
4. A list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.

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5. A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the Work.
6. The Bidder's performance record giving the description, location, and telephone numbers of all similar projects constructed in the last five years by the Bidder.
7. A list of projects presently under Contract, the approximate Contract amount, and percent of completion of each.
8. A list of Contracts which resulted in law suits.
9. A list of Contracts defaulted.
10. A statement of the Bidder indication whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.
11. A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or filed for bankruptcy.
12. The names and technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other Contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
13. A list of sub-contractors who will be used in completion of this contract.
14. Such additional information as will assist Owner in determining whether the Bidder is adequately prepared to fulfill the Contract.

E. The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file Bids. Neither is it intended to discourage beginning Contractors. It is intended to make it possible for Owner to have exact information on financial ability, equipment, and experience in order to reduce the hazards involved in awarding Contracts to parties who may not be qualified to perform the Work as specified.

F. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

G. Owner's decision as to qualification of the Bidder shall be final.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same *or different names* and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to *more than one Bidder* for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, *until the Contract has been executed* by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance *has been extended* as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award has been delivered to the successful Bidder ("***Effective Date of Award***"). Owner will prepare three copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder.

15. **Closing of Contract**

A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing, and the Contract and *all related documents* shall be executed, submitted and exchanged by Owner and Bidder (“***Closing***”) on, *the tenth day* following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award (“***Closing Date***”).

B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all three copies of the Contract, the Contractor’s Certification, and *all other required documentation* related to the Contract on or before the Closing Date; and (2) submit three executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) (“***Conditions Precedent to Closing***”).

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain two copies of the completed Contract, and tender one copy to the successful Bidder at the Closing.

16. **Failure to Close**

A. **Annulment of Award; Liquidated Damages.** The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. **Subsequent Awards.** Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder’s Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

17. **Special Instructions**

See Attachment D of Contract

18. **Documents Obtained From Other Sources**

DemandStar is the only official source for bid packages and supporting materials. Registration with DemandStar is the only way to ensure Bidders receive all Addenda and other notices concerning the Work that is the subject of this Bid Package. Owner cannot and does not ensure that Bidders who obtain Bid Packages from sources other than DemandStar will receive Addenda and other notices. All Bidders are advised that bids that do not conform to the requirements of this Bid Package, including compliance with and attachment of all Addenda and other notices, may, at Owner’s discretion, be rejected as non-responsive and/or the Bidder disqualified.

INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL

**VILLAGE OF LINCOLNWOOD – PUBLIC WORKS DEPARTMENT
CONTRACT FOR THE
NORTH SHORE CHANNEL SHORELINE STABILIZATION**

BIDDER’S PROPOSAL

Owner will receive sealed Bidder's Proposals for the Work until **10:00 a.m.**, local time, **May 14, 2026** at Lincolnwood Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712.

Name of Bidder _____ (*“Bidder”*)

Office

Address _____

City, State

Zip _____

Contact Person _____

Email _____

Telephone _____ Fax _____

TO: Village of Lincolnwood (*“Owner”*)
Public Works Department
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: **John M. Welch, PE, CFM, Public Works Director**

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely attached to the end of this Bidder's Proposal (*“Bid Package”*).

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (*“Work Site”*) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the North Shore Channel Shoreline Stabilization; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the *“Work.”*

INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following “Schedule of Prices” (“**Price Proposal**”), which Bidder understands and agrees will be made a part of the Contract:

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work related to the North Shore Channel Shoreline Stabilization; the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work and by the Unit Price set forth such Unit Price Item:

SCHEDULE OF PRICES (See Attachment A-1)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the “**Commencement Date**” set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the “**Completion Date**” set forth in Attachment A to the Contract.

INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion**. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred**. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified**. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance**. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith issues a Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of _____ dollars (“***Bid Security***”).

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 20__

ATTEST: **BIDDER**

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

**INSTRUCTION – FORM OF BIDDER’S PROPOSAL
ACKNOWLEDGEMENT**

VILLAGE OF LINCOLNWOOD – PUBLIC WORKS DEPARTMENT

**CONTRACT FOR THE
NORTH SHORE CHANNEL SHORELINE STABILIZATION**

BIDDER’S SWORN ACKNOWLEDGEMENT

_____ NAME (“*Deponent*”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked its Bidder’s Proposal and that the statements contained in its Bidder’s Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

The Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. Partnership

The Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of ____/____/____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

**INSTRUCTION – FORM OF BIDDER’S PROPOSAL
ACKNOWLEDGEMENT**

3. **Individual**

The Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows:

_____ [NAME].

4. **Joint Venture**

The Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of ____/____/____ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

DATED this _____ day of _____, 20__

ATTEST:

BIDDER

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to

My Commission Expires: _____

Before me this _____ day
of _____, 20__

Notary Public

[SEAL]

**INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL
WORK HISTORY**

**VILLAGE OF LINCOLNWOOD – PUBLIC WORKS DEPARTMENT
CONTRACT FOR THE
NORTH SHORE CHANNEL SHORELINE STABILIZATION**

BIDDER'S SWORN WORK HISTORY STATEMENT

_____, (“*Deponent*”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed, and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: _____

2. Composition of Work

During the past three years, Bidder's work has consisted of:

_____% Federal	_____% As Contractor	_____% Bidder's Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

**INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL
WORK HISTORY**

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)			
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 20__

ATTEST:	BIDDER
By: _____	By: _____
Title: _____	Title: _____

Subscribed and Sworn to
Before me this _____ day
of _____, 20__

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

5385236_v1

**INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL
PERFORMANCE BOND SAMPLE**

VILLAGE OF LINCOLNWOOD

NORTH SHORE CHANNEL SHORELINE STABILIZATION

PROJECT/CONTRACT #2026-04-30-PW4

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that *[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]*, as Principal, hereinafter called Contractor, and *[FULL NAME AND ADDRESS OF SURETY]*, as Surety, a corporation organized and existing under the laws of the State of *[INCORPORATION]*, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, in the full and just sum of *[CONTRACT PRICE]* Dollars (*[\$CONTRACT PRICE]*), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys’ fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor’s failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys’ fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *[DATE OF CONTRACT AGREEMENT]*, with Owner entitled “Contract Agreement Between City of Highland Park and *[CONTRACTOR’S NAME]* for the Construction of *[NAME OF WORK]* - Contract *[NO.]*” (the “Contract”), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor’s obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the *[NAME OF WORK]*, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the “Work,” whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

**INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL
PERFORMANCE BOND SAMPLE**

facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner’s termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor’s default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days’ written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this ___ day of _____, 20__.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

By: _____

By: _____

*[NAME OF CONTRACTOR’S
EXECUTING OFFICER]*

Title: _____

Title: *[TITLE OF CONTRACTOR’S
EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

**INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL
PAYMENT BOND SAMPLE**

VILLAGE OF LINCOLNWOOD

NORTH SHORE CHANNEL SHORELINE STABILIZATION

PROJECT/CONTRACT #2026-04-30-PW

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the CITY OF HIGHLAND PARK, 1707 St. Johns Avenue, Highland Park, Illinois 60035, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of ***[CONTRACT PRICE]*** Dollars (***[\$[CONTRACT PRICE]***), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney’s fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled “Contract Agreement Between City of Highland Park and ***[CONTRACTOR’S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***” (the “Contract”), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor’s obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the ***[NAME OF WORK]***, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the “Work,” whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue

**INSTRUCTIONS – FORM OF BIDDER’S PROPOSAL
PAYMENT BOND SAMPLE**

on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner’s termination of Contractor being hereby waived by Surety.

Signed and sealed this ___ day of _____, 20__.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

By: _____

By: _____

*[NAME OF CONTRACTOR’S
EXECUTING OFFICER]*

Title: _____

Title: *[TITLE OF CONTRACTOR’S
EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____



6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
847.675.0888
lincolnwoodil.org

Public Works Department

CONTRACT BETWEEN

Village of Lincolnwood

and

Name of Successful Bidder

for

North Shore Channel Shoreline Stabilization

Project # 2026-04-30-PW

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In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712, a municipal corporation (“*Owner*”), and **NAME AND VILLAGE OF SUCCESSFUL BIDDER**, (“*Contractor*”), make this Contract as of the _____ day of _____, 2026, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. **Permits.** Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. **Bonds and Insurance.** Procure and furnish all Bonds and all certificates and policies of insurance specified in this.
4. **Taxes.** Pay all applicable federal, state, and local taxes.
5. **Miscellaneous.** Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. **Quality.** Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “Completion Date” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. **Submittals Required.** Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract

("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines, and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations, and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Specifically, and without limitation of the foregoing, Contractor acknowledges and agrees that Contractor shall be responsible for completion of all Work within the Contract Time, notwithstanding any strike or other work stoppage by employees of either Contractor or of Owner.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages,

for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (“**Contract Price**”), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A (“**Progress Payments**”).

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner (“**Pay Request**”). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection (“**Notice of Completion**”). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“**Punch List Work**”).

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of

additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. **Final Payment.** As soon as practicable after Final Acceptance, but in no event later than 30 days after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"), which Final Pay Request shall include, without limitation: (i) all final waivers of lien, consistent with the requirements set forth in Section 5.5B of this Contract; and (ii) all final certified payrolls, as required pursuant to Section 7.11B of this Contract. Owner shall pay to Contractor the balance of the Contract Price, after deducting there from all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. **Title.** Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. **Waivers of Lien.** Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("**Lien**") and that no right to file any Lien exists in favor of any person whatsoever.

C. **Removal of Liens.** If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. **Protection of Owner Only.** This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien

regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its

election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: John M. Welch, PE, CFM

With a copy to: Elrod Friedman, LLP.
350 North Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel

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

7.9 Governing Laws

This Contract shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

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

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

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered

substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may be required by this Contract to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

7.18 Conflicts of Interest

Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

Sokol Delisi, Village Clerk

Anne Marie Gaura, Village Manager

ATTEST:

BIDDER:

By: _____

By: _____
Executing Officer

Print Name: _____

Print Name: _____

Title: _____

Title: _____

#2149124_v3

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

The Improvements project shall generally consist of:

- Earth excavation/fill to achieve target cross section geometry, landscape elevation contours
- Installation of limestone terrace walls, Gabion Baskets, rock outlet protection, drop structure, and revised pathway, along with and including associated erosion control measures and in-stream control measures
- Tree/brush clearing and restoration seeding
- 3 years of ecological management
- All other collateral work such as cleanup and restoration.

2. **Work Site:**

The work area consists of the eastern edge of Centennial Park/western edge of the North Shore Channel, which is located west of McCormick Boulevard, between Touhy Avenue to the north and Pratt Avenue to the south.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

Metropolitan Water Reclamation District of Greater Chicago
Army Corps of Engineers

4. **Commencement Date:**

June 22, 2026

5. **Completion Date:**

October 30, 2026

6. **Invoicing:**

Invoices must be submitted within sixty (60) days of completion of the Work. The Village has no obligation to pay any invoices submitted after sixty (60) days of the completion of the invoiced Work.

7. **Insurance Coverage:**

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

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence
\$500,000 disease-per employee
\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

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

All employees shall be included as insured.

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

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury: \$500,000 per person
\$1,000,000 per occurrence
- (3) Property Damage: \$1,000,000 per occurrence, and
\$2,000,000 aggregate
- (4) Other Coverage:

Coverages shall include:

- o Premises/Operations
- o Products/Completed Operations (to be maintained for two years following Final Payment)
- o Independent Contractors
- o Personal Injury (with Employment Exclusion deleted)
- o Broad Form Property Damage Endorsement
- o Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- o Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The \$2,000,000 required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- E. Owner as Additional Insured. Owner shall be named as an Additional Insured on the required policies excluding worker’s compensation.

8. **Contract Price:**

SCHEDULE OF PRICES (SEE ATTACHMENT A-1)

9. **Progress Payments:**

ATTACHMENT A

- A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 95 percent of the Contract Price.
- B. Value of Work. The Value of the Work shall be determined as follows (when applicable):
- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.
 - (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.
- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

END OF SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

SCHEDULE OF PRICES

No.	Items	Unit	Qty	Unit Price	Total
SITE PREPARATION					
SP-1	PRE-CONSTRUCTION VIDEO TAPING	LS	1		
67100100	MOBILIZATION	LS	1		
70100100	TRAFFIC CONTROL AND PROTECTION	LS	1		
SP-2	CONSTRUCTION LAYOUT & AS-BUILT SURVEY	LS	1		
50201101	COFFERDAM	LS	1		
X0301852	DEWATERING	LS	1		
28000400	PERIMETER EROSION BARRIER	LF	540		
Z0013797	TEMPORARY CONSTRUCTION ENTRANCE	EACH	1		
X2800500	INLET PROTECTION	EACH	3		
TREE REMOVAL AND PROTECTION (PER SSRBC 201)					
SP-3	BRUSH REMOVAL	LS	1		
20100110	TREE REMOVAL (6 to 15 UNITS DIAMETER)	UNIT	0		
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	0		
DEMOLITION					
50100100	REMOVAL OF EXISTING STRUCTURES, CATCH BASIN	EACH	1		
X0327989	REMOVE EXISTING BRICK PAVERS	SY	660		
44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 5" FULL DEPTH	SY	305		
X7240600	REMOVE AND RE-ERECT EXISTING SIGN	EACH	2		
EARTHWORK					
X2020410	EARTH EXCAVATION, SPECIAL	CU YD	820		
21101625	TOPSOIL FURNISH AND PLACE, 6"	SY	35		
STREAMBANK STABILIZATION					
SP-4	LIMESTONE OUTCROPPING	LF	240		
SP-5	ROCK TOE, RR5	TON	10		
DRAINAGE					
60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	1		
28400100	GABIONS	CY	50		
SP-6	RIP RAP, RR 4	TON	20		
Z0055900	RUSTIC WOOD POST AND RAIL FENCE	LF	15		

PARKING					
X0540000	BRICK PAVERS	SF	5950		
SP-7	CONCRETE RIBBON	LF	420		
SP-8	SUPPLEMENTAL ISLAND PLUGS	EACH	240		
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	LF	788		
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SF	20		
PATH					
35102000	AGGREGATE BASE COURSE, TYPE B (BIKE), 8"	SY	303		
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 3"	SY	303		
PERMANENT VEGETATIVE COVER					
25000200	SEEDING, CLASS 1B	ACRE	0.150		
25000312	SEEDING, CLASS 4A	ACRE	0.030		
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	880		
SP-8	LIMESTONE TERRACE PLUGS	EACH	300		
ECOLOGICAL MANAGEMENT					
SP-9	ECOLOGICAL MANAGEMENT – YEAR 1	ACRE	0.030		
SP-9	ECOLOGICAL MANAGEMENT – YEAR 2	ACRE	0.030		
SP-9	ECOLOGICAL MANAGEMENT – YEAR 3	ACRE	0.030		
				BASE BID TOTAL	
ALTERNATE 1					
44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 3", MILL AND OVERLAY	SY	2299		
				ALTERNATE 1 TOTAL	

SPECIAL PROVISIONS - GENERAL**1 - Forms of Special Provisions**

Omissions of words or phrases such as “the contractor shall,” “in conformance with,” “shall be,” “as noted on the plans,” “according to the plans,” “a,” “the,” and “all” are intentional, and the Contractor must supply omitted words or phrases by inference.

2 - Notice to Proceed

The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the Invitation for Bids.

3 - Minor Work

Any minor work not specifically mentioned in the specifications or shown on the plans, but obviously necessary for proper completion of the work, shall be considered as being a part of and included in the contract, shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

4 - Waste Sites

All waste material shall be hauled to a site of the Contractor’s choice. Cost of disposal of same will be included in the contract cost and not paid by the Village as a separate item.

5 - Working Days

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or continue after 5:00 p.m. without specific written permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the Village inspector shall be payable to the Village. Reasonable delays due to weather or conditions beyond the control of the Village or Contractor may not require payment.

6 - Codes and Standards

The “Standard Specifications for Road and Bridge Construction” prepared by the State of Illinois, Department of Transportation and adopted by said Department January 1, 2022, the Supplemental Specifications and Recurring Special Provisions adopted by said Department January 1, 2026 and the latest Standard Specifications for Traffic Control Items, prepared by said Department shall govern the construction of the proposed improvement insofar as applicable and except as modified herein; said specifications shall hereinafter be referred to as the “Standard Specifications.” The following regulations or the latest revisions thereof are adopted by reference and the Contractor shall be responsible for conformance to same:

1. “Lincolnwood Building Code”
2. “Illinois Manual of Uniform Traffic Control Devices”

The following special provisions supplement these specifications, and in case of conflict, the special provisions shall take precedence and shall govern:

Division 1. Add the following articles to Section 101 of the State Standard Specifications –

Definition of Terms:

Art. 101.14 Department

ATTACHMENT B

The terms “, Council, Village Council, Municipality” or other words used to describe the Awarding Authority in these documents and the Standard Specifications shall be interpreted to mean the Village Council of the Village of Lincolnwood.

Art. 101.39 Roadway

Shall also include “Street, Parking Lots, Public Easements, Approaches,” and shall be construed to mean the entire area defined in Art. 101.35.

7 - Water from the Village of Lincolnwood

Water for construction purposes may be available from the Village. A water use permit must be taken out by the contractor without fee. Water from a Village fire hydrant may be available. The Village will dictate which hydrant(s) may be used by the Contractor. A Village meter is required to connect to a hydrant and a deposit is required prior to issuance of the meter. Upon completion of use, the meter must be returned to the Village in good condition. Meters damaged by the Contractor will be either repaired or replaced at the Contractor’s expense.

8 - Access

The Contractor shall conduct his operation so that access to existing homes and businesses are maintained.

9 - Construction Schedule

Prior to commencing construction operations, the Contractor or his authorized representative shall meet with the Engineer of the Village of Lincolnwood and present, in writing, his proposed construction schedule. Said schedule shall contain such information as the Engineer deems necessary, particularly in regard to location and date of starting construction, location of off-site disposal areas and access routes to be used, and when various phases of the work (including restoration) will be completed.

10 - Conduct of Construction Operations

Cooperation shall be extended by the Contractor to notify homeowners and businesses as to when direct vehicular access to their property will be curtailed and approximate length of time of such curtailment and directions where to park. Written notification will be given to all effected properties 48 hours prior to access curtailment. A sample letter shall be provided to the Engineer at the time of the pre-construction meeting.

Heavy construction vehicles will not be permitted to cross over curbs or use private driveways for turnarounds. Any damage to parkways, curbs, and driveways caused by the Contractor’s operations will be repaired at his expense.

11 - Sanitary Facilities & Rubbish Control

The Contractor shall provide suitable toilet facilities at the job site in a location approved by the Engineer. The facility shall be approved by the Village and shall be kept in a clean and sanitary condition.

During construction, the premises shall be kept clean of rubbish, paper and other debris. A suitable refuse container shall be provided in the vicinity of the parking area for disposal of lunch wrappings and garbage. The refuse contained shall be emptied regularly.

12 - Tree Trimming

All tree trimming, pruning and repair of wound surfaces shall be at the Contractor’s expense and under the supervision of the Village Forester. The Contractor shall provide proper tree guards to protect trees from damage due to construction equipment and operations. The Contractor shall provide all labor and materials

required, and the cost thereof shall be incidental to the contract. All dead trees within the right of way of the improvement shall be removed and shall be paid for at the contract unit price listed in the proposal.

13 - Construction Safety

The Contractor shall take all precautions necessary to protect the general public and his workmen from hazardous locations that might occur within the limits of the improvement. All trench openings and other construction openings extending below the pavement subgrade shall be fenced off with an adequately supported four-foot high snow fence at all times when actual construction is not in progress at the opening location.

The duty of the Engineer to inspect all work done and materials furnished and to suspend any work that is being improperly performed does not include review or approval of the adequacy of the contractor's safety measures, methods and bracing of excavated trenches in, on or near the construction site.

14 - Bracing and Sheeting

It shall be the contractor's responsibility to protect open cut trenches as may be required by state or federal law, as may be necessary to protect life, property, or the work. Trenches in the pavements or in close proximity to improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after backfilling has been completed to such elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of three feet below the established street grade. The cost of furnishing, placing and removing sheeting and bracing shall be incidental to construction, and included in the contract unit price for the work being done.

15 - Potable Water Lines

Any work performed on a potable water supply **shall be done under the direction of a plumber licensed by the State of Illinois**. The contractor shall furnish the Engineer with the plumber's license number prior to starting any work on any potable water supply.

16 - Protection of Utilities

In excavating trenches and laying pipe, all existing utilities, including water pipes and services, sewer pipes and services, gas pipes and services, electric or telephone transmission pole lines, cable or conduits, shall be protected, supported, maintained in service and restored to the condition in which they were found, all at no extra remuneration. Where any utility facility, including service connections, is endangered or damaged by the work, the utility management shall be notified by the contractor, and the contractor shall cooperate with the utility and pay the cost of protection and repair, if damaged. The engineers have endeavored to locate subsurface obstructions from field surveys and available records, and known structures are shown on the plans or notice given of their presence. While the work was carefully done, the accuracy of the information cannot be guaranteed. Invert elevations of sanitary and storm sewers have been obtained from field surveys; where possible, elevations are shown on the plans. Wherever the contractor deems it necessary to determine the exact location of existing pipe, valve, or other underground structures, the contractor may make any examinations that he may determine desirable in advance of the work. No added compensation will be paid therefore.

END OF SPECIAL PROVISIONS – GENERAL

SPECIAL PROVISIONS - DETAIL SPECIFICATIONS

NORTH SHORE CHANNEL SHORELINE STABILIZATION

PROJECT SUMMARY

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction, Adopted January 1, 2022”, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, the latest edition of the “Standard Specifications for Water and Sewer Main Construction in Illinois”, the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids, and the “Supplemental Specifications and Recurring Special Provisions, adopted April 1, 2016” indicated on the Check Sheet included herein, which apply to and govern the construction of the project, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

CONTRACTOR will be responsible for furnishing all materials, equipment, labor and incidental items necessary for the implementation and maintenance of the North Shore Channel Shoreline Stabilization at the locations shown on the drawings.

DESCRIPTION

The Improvements project shall generally consist of the following:

- 1.) Earth excavation/fill to achieve target cross section geometry, landscape elevation contours;
- 2.) Installation of limestone terrace walls, Gabion Baskets, rock outlet protection, drop structure, and revised pathway, along with and including associated erosion control measures and in-stream control measures;
- 3.) Tree/brush clearing and restoration seeding;
- 4.) 3 years of ecological management; and
- 5.) All other collateral work such as cleanup and restoration.

Substantial completion, which includes all removals, earth excavation, installation of gabion baskets and limestone terrace walls, plant plugs and seeding, shall be completed by October 30, 2026. The date of final completion is October 31, 2029. Final completion includes successful completion of the PERFORMANCE STANDARDS for planting/restoration areas.

These Special Provisions apply to the proposed work identified as North Shore Channel Shoreline Stabilization. In the event of conflict with any part of the standard specifications and requirements (see STANDARD SPECIFICATIONS below), CONTRACTOR shall coordinate with OWNER and/or ENGINEER to determine governing specification.

SWCD REQUIREMENTS

The soil erosion and sediment control aspects of the project are regulated by the North Cook Soil & Water Conservation District. The CONTRACTOR shall contact the SWCD prior to implementing any dewatering plan in order to receive final approval. The contact information is as follows:

Name: Rick McAndless, CPESC
Number: 224.875.7580

CONTRACTOR QUALIFICATIONS

To qualify as a responsible bidder for the project, a Bidder must demonstrate that they and any chosen subcontractor’s meet the minimum experience requirements specified herein and provide references for corresponding projects. The expectation is that the subcontractors as submitted by the Bidder within these qualifications will be used as the respective project team.

ATTACHMENT B

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

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

- Qualified CONTRACTORS must provide two (2) examples of projects, each being a minimum of \$300,000 where while serving as “General Contractor”, substantially contributed (defined as greater than 60% of the work) and caused to be completed said projects within the past seven (7) years which have achieved ecological vegetative performance standards and received “sign-off” from all applicable regulatory agencies. A qualified CONTRACTOR must not have defaulted on any ecological management vegetation performance standard within the last five (5) years.
- Qualified CONTRACTORS must provide two (2) examples of projects completed in the past 5 years demonstrating earth excavation with cut and fill requirements of a minimum 1,000 cubic yards and subsequent earthwork shaping experience and proficiency to achieve target contour elevations, cross section geometry and drainage way specifications. Additional demonstrated examples of experience and proficiency in the installation of a minimum of 100 lineal feet storm sewer systems shall be provided.
- Qualified CONTRACTOR must demonstrate completion of a shoreline stabilization project with a stream reach equaling at least 500 feet of streambank or shoreline treatments within the last five (5) years. Qualified CONTRACTOR shall demonstrate they have worked on similar lake and stream restoration projects, with experience creating limestone features and stabilization practices comprised of rock gradation type materials, while maintaining proper sediment and erosion control measures as regulated.

CONTRACTORS shall indicate their qualifications (corporate experience and references as well as individual experience) on the form contained in the Bidding Documents and shall submit the completed form and supporting documentation with their bids.

PROJECT LIMITS

The North Shore Channel Shoreline Stabilization project area is located on the west bank of the North Shore Channel in Lincolnwood, Illinois, south of W Touhy Avenue and north of W Devon Avenue.

The project limits are generally depicted on the plans. Accessible routes to specified work areas will be coordinated during the preconstruction meeting.

CONTRACTOR ADVISORIES

- A. CONTRACTOR further acknowledges that a substantial amount of planned Work is located within the North Shore Channel corridor and adjoining floodplain. CONTRACTORS are strongly encouraged to be aware and vigilant of impending storm forecasts and prepared for peak discharge events that would impact project footprint elevations for sites designated on the Plans applicable to staging areas, access routes, excavation and grading work and particularly all in-stream restoration and bank related work.

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- B. CONTRACTOR further acknowledges that for the CONTRACTOR to comply with reasonably expected performance of sediment controls designed within the Plan details.
- C. CONTRACTOR shall locate and be familiar with all property boundaries and easements in the field. The area to be included in this work shall not exceed existing easements or property boundary unless a properly executed right-of-entry has been authorized by the owner of record. OWNER shall have final determination of any limits in question.

STANDARD SPECIFICATIONS

The proposed work shall be constructed in accordance with the material and installation requirements of the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction," latest edition, including all applicable current supplemental specifications and special provisions; except where said requirements are modified by these project specific Special Provisions.

Standards for traffic control and protection shall be in accordance with appropriate principles and requirements of the IDOT "Illinois Manual on Uniform Traffic Control Devices," latest edition and the IDOT Standard Specifications for Traffic Control Items," latest edition; except where said requirements are modified by these project specific Special Provisions.

DEFINITION OF TERMS

In addition to the definitions included in Section 1 of the General Conditions of the Contract, the following shall be added:

OWNER:	Village of Lincolnwood
ENGINEER:	Engineering Resource Associates, Inc.
WETLAND CONSULTANT:	Engineering Resource Associates, Inc.

SP-1. PRE-CONSTRUCTION VIDEO TAPING

DESCRIPTION

The Contractor shall prepare pre-construction video documentation of all features in the areas affected by construction in the form of a color videos in digital format. All video cameras, recorders, tapes, accessories and appurtenances shall be high quality digital format equipment. Pre-construction video documentation shall consist of a series of high-resolution color audio-video digital images showing all areas affected by construction. All pertinent exterior and interior features within the construction's zone of influence shall be shown in sufficient detail to document its pre-construction condition. Features to be shown shall include but are not limited to pavements, curbs, driveways, sidewalks, gravel trails and roads, buildings, landscaping, trees, shrubbery, fences, light posts, interior features and equipment, etc. View orientation shall be maintained by audio commentary on the audio track of each videotape to help explain what is being viewed. The recording of the video shall be done by a competent and professional person familiar with this type of activity.

The pre-construction videotaping shall be completed after the initial walkthrough and one copy of the video submitted to the Engineer before commencing with any construction activities, including material delivery.

END OF SPECIAL PROVISION #1

SP-2. CONSTRUCTION LAYOUT & AS-BUILT SURVEY

DESCRIPTION

This work shall consist of furnishing a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying, layout, and preparation of As-Built Plans. The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEERS will provide adequate reference points and benchmarks as shown on the plans. Any additional control points set by the ENGINEERS will be identified in the field to the CONTRACTOR and all field notes will be kept in the office and be the property of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish reference points and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line shall be set at sufficient station intervals (not to exceed 50 feet) to assure substantial conformance to the plan lines. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR'S layout by the ENGINEERS and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimensions. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEERS:

- a) The ENGINEER will provide a delineation of the limits of construction. These limits shall be verified and agreed upon at the preconstruction meeting to be in conformance with the plans. Any vegetation outside of these limits shall be saved. Additional vegetation to be saved within the construction limits shall also be defined by the ENGINEER, and/or OWNER at the preconstruction meeting.
- b) The ENGINEER will make arrangements and take areas and lengths from which the various pay items are to be measured unless otherwise noted in these Special Provisions.
- c) Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans. Any additional re-staking required by the ENGINEER will be the responsibility of the CONTRACTOR. The additional re-staking done by the CONTRACTOR will be paid for in accordance with 109.04 of the Standard Specifications.
- d) The ENGINEER will provide electronic files of the design plans in AutoCAD format to the CONTRACTOR for use in construction layout.
- e) It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR'S stakes.
- f) At the completion of construction, the ENGINEER will be responsible to prepare as-built drawings in compliance with the requirements of MWRD, which are to be signed and sealed by a Land Surveyor registered in the State of Illinois. Additionally, these drawings shall be provided in electronic format for the OWNER.

Responsibility of the CONTRACTOR:

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- a) All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the ENGINEER at the completion of the project. All notes shall be neat, orderly and in accepted form.

All survey work for the OWNER shall meet the following standards.

- The completed work must be submitted in both hard copy and digital format, which includes, three original reproducible bond copies and an electronic drawing file format, (AutoCAD Civil 3D 2014 or later), and a space or comma delimited text file, containing raw data in the form of (PENZD).
- The .dwg file must have X,Y and Z coordinates attached to all points and contours and shall be tied into the Illinois State Plane Coordinate System NAD 83 East Zone U.S. Survey Foot. If data is not acceptable to P staff, meaning, not meeting the following specifications, OWNER reserve the right to return data to CONTRACTOR until it is corrected to meet the following specifications with no further compensation due consultant.

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

- Drawings shall note all dimensions and elevations in imperial (foot) scale to the nearest .01 foot.
- Include legend of symbology and abbreviations used in drawing.
- Show all existing and newly constructed improvements per construction project specifications. All items to be included but not necessarily limited to; vegetation, one foot contours, high points, low points, storm sewer, and water piping size and type, manhole rims & pipe invert elevations, culvert inverts, pavement delineation and type, fences, and ALL existing utilities.
- Record drawings (AS-BUILTS) and Legal Descriptions as required.
- Show all trees 6" diameter and larger within survey site with a pre-defined tree block symbol.
- Capture mean elevation of water in any excavation, well and or nearby body of water.
- Do not break contour lines for elevation text nor shall text interfere with any mapping lines (do not trim to accommodate text).
- All contour lines should be continuous/closed polylines with respective "Z" coordinates.
- Spot elevations should have "Z" elevations and represented as a CIVIL 3D AutoCAD COGO point to the nearest .01 foot.
- All text associated with a spot elevation should match that elevation and be on a separate text layer.
- Color and line type shall be "by layer".
- Tie in two quarter section corners (X,Y,Z) into survey loop, if in close proximity to project site.
- Survey shall include the Village of Lincolnwood monuments labeled with an X and Y coordinate point, if in close proximity to project site.
- Set at least one permanent benchmark on site for each 4 acres using an iron pipe marked with lath and with a description and with COGO point in drawing.
- Note all control points. Benchmarks shall be a Survey Control Network Benchmark, as required by the Cook County WMO (North American Vertical Datum of 1988 (NAVD88)). These should be shown and referenced in drawing using COGO points.
- All entities shall be drawn on the world coordinate system (do not change U.C.S. origin).

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- Scale of drawing shall be 1:1 and all symbols shall be inserted at a scale of 1,1,1.
- All drawing entities (lines, polylines, blocks, etc.) shall be inserted in model space.
- All title blocks, legends, north arrow, etc. shall be inserted in paper space.
- All paper and Mylar copies of survey shall be signed and sealed by a professional land surveyor.
- The OWNER or ENGINEER can furnish an AutoCAD .dwg file, Release 2009, 1992 basemap for use as reference, on request..
- Locate 100 yr. flood, and floodway level of streams or adjacent bodies of water.
- Show all easements evidenced by a record document or evident in the field

Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy, FGDC-STD-007.3-1998

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

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

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

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

This work shall include all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project as well as the preparation and delivery of As-Built Drawings.

BASIS OF PAYMENT

This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT AND AS-BUILT SURVEY which will include all materials, equipment, and labor needed to establish, maintain and correct if necessary, the lines and grades as described herein and survey and draft the final improvement features.

END OF SPECIAL PROVISION #2

SP-3. BRUSH REMOVAL

DESCRIPTION

This work shall consist of the removal of all trees and brush, including roots, to facilitate grading operations. BRUSH CLEARING shall consist of the removal of all saplings, shrub and vine species within designated areas of the project in a manner governed under this specification. Trees to remain within these areas will be identified and marked by the OWNER or ENGINEER. Their approximate locations are shown on the Plans.

CONSTRUCTION REQUIREMENTS

The BRUSH CLEARING of all trees, shrubs and vines may be performed with chainsaws, clearing saws, low ground pressure excavator, bulldozer, forestry vehicle; forestry tractors or tracked skid steer, tracked timber harvester, or tracked feller-buncher for cutting and moving brush. All other operator mechanized equipment applicable for cutting trees and shrubs shall only be permitted upon approval from the ENGINEER. All resultant woody debris, including roots, generated by BRUSH CLEARING shall be collected and disposed of through chipping and removal from the site.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per acre for BRUSH CLEARING.

END OF SPECIAL PROVISION #3

SP-4. LIMESTONE OUTCROPPING

DESCRIPTION

The work shall consist of furnishing, transporting and installing all materials required for installation of LIMESTONE OUTCROPPING in accordance with Plan Set.

Stones shall be weather edge lannon outcropping stone such as quarried by Halquist Stone, comparable Eden Stone Co. product, or approved equal and shall come from pre-approved, CONTRACTOR supplied stone sources.

Stones may vary in size but must conform to the following dimensions: 6"-8" thickness, 36"-72" length, 12"-18" width. Stone shall have a minimum acceptable unit weight of 160 pounds per cubic foot.

Acceptable limestone colors are: buff with brown and gray highlights (color to be approved by OWNER). Unacceptable colors are white, dark gray and dark brown.

Acceptable shapes are: generally rectangle without cut or dress marks. Unacceptable shapes and features are: misshapen, triangular, squared, cut dress lines, boring or blast marks. Stone shall be free of sand, silt, clay, rock fines, and other materials not meeting the requirements of this section. Stones shall be free of cracks, seams, weak bedding planes, and other defects that would unduly increase its deterioration from natural forces.

Stones shall be installed under the oversight of a site superintendant with a minimum of three similar projects of 100 lineal feet each of experience installing limestone terrace walls. If multiple crews are utilized to set stone, each crew shall have a designated site superintendant with the qualifications above.

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The CONTRACTOR is responsible for staking and layout of the stone prior to commencement of work. No construction shall begin prior to OWNER or ENGINEER approval of staking and layout. Prior to ordering, OWNER requires a sample piece of stone for review and approval.

INSTALLATION

Geotextile fabric shall be non-woven 100% polypropylene with a tensile strength of 160 pounds, tear strength of 65 pounds and water flow rate of 90 gallons/minute/square foot (GPM/ft²).

Leveling bed: A well-graded gravel and gravel-sand mixture that contains little or no non-plastic fines. Stone for bedding and backfill shall be 6" deep minimum CA-7 aggregate.

Heavy earthwork equipment should maintain a minimum horizontal distance away from the limestone stacks of 1 foot per foot of vertical wall height. Lighter compaction equipment should be used adjacent to the walls. Where light (e.g., hand) compaction equipment is employed, the maximum lift thickness should be reduced to 6 inches.

The surface on which the geotextile is to be placed shall be constructed to the lines, grades, and other requirements of Plan Set and specifications, or as specified by the OWNER or ENGINEER. The surface shall be reasonably smooth and free of depressions, soft spots, rills or gullies, as well as stones, sticks, or other irregularities that might tear or puncture the geotextile. The geotextile fabric shall be placed at the locations and in the manner indicated on the drawings of Plan Set, or as directed by the OWNER or ENGINEER. Geotextile shall be laid smooth and free of excess folds or wrinkles, and also free of tensile stress, tears, and unauthorized cuts. Construction equipment shall not operate directly on top of the geotextile. Geotextile damaged during storage or installation shall be replaced by the CONTRACTOR without additional compensation.

Geotextile segments shall be placed with the longest dimension from top to bottom of slopes, unless otherwise directed, and shall be seamed in accordance with the manufacturer's recommendations or overlapped a minimum of 1 foot. Overlaps shall be shingled in the direction of water flows so as to direct the flow over the seam without undermining. Geotextile segment lengths and placement procedures shall consider that the geotextile length required on a slope is longer than the slope length.

Bedding stone shall be placed atop the geotextile fabric to the specified depths/dimensions prior to limestone placement.

The granular backfill shall be compacted to at least 90% of the maximum dry density obtained in accordance with Plan Set, Modified Proctor Method to achieve a desirable balance between minimizing excessive pressures against the limestone stacks and reducing the settlement of the stack backfill where peat is located. Lighter compaction equipment should be used close to the walls. Where light (e.g., hand) compaction equipment is employed, the maximum lift thickness should be reduced to 6 inches.

Stone shall be underlain with geotextile fabric and bedding stone as specified on the drawings in Plan Set and in these Special Provisions.

Stone shall be carefully placed onto the prepared bedding stone base, and shall not be dropped onto geotextile fabric or bedding stone. Any geotextile fabric damaged during stone placement shall be removed and replaced.

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Stone shall be carefully placed to the lines, grades, and elevations specified, generally by starting at the lowest elevations and working upwards. Stone shall be installed as shown on the drawings of Plan Set, with top surface of stones level with existing grade or to proposed grade per cross sections. Any stone damaged prior to or during installation shall be replaced at the CONTRACTORS expense.

Placement shall be accomplished in a manner to avoid segregation of stones by size or shape. If necessary, individual stones shall be rearranged at the direction of the OWNER or ENGINEER. Stones shall be securely nested such that individual stones are firmly in contact with adjacent Stones and the finished mass contains the least practical amount of void space.

Individual stone pieces shall be laid level and true. Stone shims shall be installed on the backside of the wall as necessary to prevent rocking or other instabilities of individual pieces.

The sub-surface preparation shall be inspected and approved by the OWNER or ENGINEER prior to placing the geotextile.

Stone shall not be placed until the subgrade surface, geotextile fabric, and bedding stone on which it is to be placed have been inspected and approved by the OWNER or ENGINEER.

LIMESTONE OUTCROPPING shall be accepted if, following a rainfall of 1" within 24 hours, stones are firm to stand or sit on without tipping or shaking.

CONTRACTOR shall level stones until firm and stable when stood on or sat on as determined by the OWNER or ENGINEER.

This work shall include all necessary labor, material, and equipment needed to install the work described herein and as specified on the plans.

BASIS OF PAYMENT

This work shall be measured and paid for at the contract unit price per linear foot of exposed area of stone for LIMESTONE OUTCROPPING, which shall include at labor, equipment, and materials necessary to perform this work.

END OF SPECIAL PROVISION #4

SP-5. ROCK TOE, RR5

DESCRIPTION

This work shall consist of obtaining and placing the cobble bank loading material as shown on the plans and details or as directed by the ENGINEER.

Suitable material for the bank loading material shall be or range between or be a mixture of a minimum of 6-inch clean cobble to a maximum of 12-inch clean cobble. Cobble may be comprised of any exclusive size or dominant size or be a mixture of size classes within the stated suitable material. A representative sample of the Cobble shall be presented for visual inspection to the ENGINEER and OWNER for approval prior to the CONTRACTOR ordering and delivering cobble.

The cobble shall be placed in accordance with the locations and general dimensions as shown on the plans.

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The purpose of the Rock Toe installation is to stabilize and arrest existing bank erosion areas, reduce sediment loading of the lake, provide a protected bank area, armor shoreline areas not able to be graded to a slope of 1:3 or greater, provide hydraulic variability and niche habitat, promote aggradation of sediment loading, and provide suitable planting zones for establishing plant communities and associate habitat within the lake water edge.

Rock Toe cobble loading shall be generally installed to a bank elevation as denoted in the engineering cross section plans and attenuate in elevation in a supportive slope of a maximum of 3:1 to a minimum of 5:1 into and submerging below lake normal water level under base flow conditions. Such general installation description is a guide recognizing the degree of variability of existing bank slope, degree of erosion, depth of water that will be encountered along the bank and total availability of cobble material designated for installation.

This work shall include all necessary labor, material, and equipment needed to install the work described herein and as specified on the plans.

BASIS OF PAYMENT

Payment shall be measured and paid for at the contract unit price per ton for ROCK TOE, RR5. The price shall include all necessary labor and related materials such as landscape fabric or backfill material if required to install the rock as shown on the plans at the unit price agreed upon in the contract.

END OF SPECIAL PROVISION #5

SP-6. RIP RAP, RR4

DESCRIPTION

This work shall consist of furnishing and placing bedding material, a protective course of stone or broken concrete laid as riprap for erosion protection or sediment control.

PREPARATION

The bed for the riprap shall be excavated to allow the finished surface to conform to the lines specified. At the toe of the slope, the riprap shall commence on a continuation of the slope after excavation to accommodate the full depth of fabric, bedding lift, and riprap specified.

MATERIALS

Elongated pieces (length is greater than five times the average thickness) shall not exceed ten percent by weight. The stone, when checked in a full gradation product, shall have a specific gravity (dry) greater than 2.450, as determined by the Department. The stone shall be reasonably free of chert.

PLACING

No riprap shall be placed until the preparation has been approved by the Engineer. Installation of filter fabric and bedding material will be required under stone riprap gradations RR 4 for all uses, and under broken concrete and stone, or broken concrete dumped riprap when used for erosion protection. The fabric shall be installed according to the plans and Section 282. The placement of material shall begin at the lower elevations, progressing up the slope.

- (a) Stone Riprap. Class A1 bedding material shall be used with riprap Classes A4, A5, B4, and B5. Class A2 bedding material shall be used with riprap Classes A6, A7, B6, and B7.

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Bedding material shall be spread uniformly on the filter fabric to the lines specified. Placing of material by methods which will tend to segregate particle sizes within the bedding will not be permitted. Any damage to the surface of the bedding material or the filter fabric during placing of the bedding shall be repaired before proceeding with the work.

Compaction of the bedding material will not be required; but it shall be finished to present a reasonably even surface, free from mounds, windrows, or depressions.

The thickness of the stone riprap lift shall be according to the following table.

Gradation	Min. Thickness	Bedding Thickness
RR 1 & RR 2	6 in. (150 mm)	-
RR 3	8 in. (200 mm)	-
RR 4	16 in. (400 mm)	6 in. (150 mm)
RR 5	22 in. (550 mm)	8 in. (200 mm)
RR 6	26 in. (650 mm)	10 in. (250 mm)
RR 7	30 in. (750 mm)	12 in. (300 mm)

Stone riprap shall be placed to the lines and grades shown on the plans. All tapers between minimum thickness and any high points shall be at a uniform rate. There shall be no abrupt changes in the riprap surface.

The riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the bedding material. The riprap shall not be placed or dropped from a height of more than 1 ft (300 mm). Placing riprap by dumping into chutes or by similar methods likely to cause segregation of the various sizes will not be permitted.

The finished riprap shall be reasonably well graded with a minimum of voids. The desired distribution of the various sizes of stones shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. Rearranging of individual stones by mechanical equipment or by hand will be required to the extent necessary to obtain a reasonably well-graded distribution of stone sizes as specified above.

- (b) Broken Concrete Riprap. Bedding placement, when required, shall be as described for stone riprap in (a). The individual pieces of broken concrete shall be placed by hand, flat upon the slope. The pieces shall be laid with close joints, the larger pieces being placed in the lower courses. Any open joints shall be filled with spalls thoroughly rammed into place. The finished surface of the riprap shall present an even, close surface, true to the lines, grades and sections given.
- (c) Stone or Broken Concrete Dumped Riprap. Bedding placement, when required, shall be as described for stone riprap in (a). The dumped riprap shall be a minimum of 16 in. (400 mm) thick. Dumped riprap of stone or broken concrete, as specified, shall be placed on slopes or in channels by mechanical means. End dumping of material using mechanical equipment will be permitted, provided the larger stones or pieces of broken concrete are well-distributed and the entire mass, in final position, is roughly graded to conform to the gradation specified. Placement by dumping into chutes or other methods likely to cause segregation will not be permitted.

The finished riprap shall be reasonably free from objectionable pockets of small pieces and clumps of large pieces, and the surface shall be shaped to follow the grade of the slope or channel. Rearranging of the dumped stone or broken concrete by mechanical equipment or by hand will be required only to the extent necessary to remove objectionable pockets or clumps of small or large material, and to obtain a surface reasonably true to line and grade.

METHOD OF MEASUREMENT

This work will be measured for payment in tons (metric tons); or measured in place, and the area computed in square yards (square meters). The area for measurement will include the upper sloped surface of the riprap and upper horizontal surface of the toe anchor.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per ton for RIPRAP, RR4, which shall include at labor, equipment, and materials necessary to perform this work.

END OF SPECIAL PROVISION #6

SP-7. CONCRETE RIBBON

DESCRIPTION

This work shall consist of all labor, equipment and materials necessary for complete installation of concrete work: slabs, paving, curbs, and concrete work as called for in the plans and details. All work, which is without a specification herein, shall be performed in accordance with the Standard Specifications for Road and Bridge Construction, latest edition adopted by the Illinois Department of Transportation.

SUBMITTALS

Mix Design: Submit for approval mix design proposed for use. One copy of the delivery ticket shall be furnished to the Owner's Representative at the time the truck arrives at the job site.

MATERIALS

Crushed Stone Base:

CA-6 crushed aggregate, Type B, shall be placed, to a compacted depth as indicated on plans as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of IDOT State Specifications.

Concrete Materials

The concrete shall be constructed of Portland Cement Concrete Type A, which shall have a minimum of six (6) bags of type one cement per cubic yard. Concrete shall meet ASTM C94.

The coarse aggregate used shall contain a maximum of 2%, by volume, deleterious material (commonly called chert free aggregate) and the maximum size of the stone shall be three-quarter inch (3/4").

Air content shall be not less than 5%, or more than 8%, and the slump shall not exceed five inches (5"). Fourteen (14) day compressive strength tests resulting in less than 3500 p.s.i. shall be cause for removal and replacement at Contractor's cost. Portland Cement shall

conform to the requirements of the current ASTM Specifications for Air-Entraining Portland Cement.

Fiber Reinforcing

Fiber reinforcing material to be Grace MicroFiber™ or approved equal, manufactured from 100% virgin polypropylene in a microfilament form and contain over 50 million individual fibers for each 1.0 lb/yd³ dosed. MicroFiber shall be engineered specifically for use in concrete, alkali resistant, non- absorptive and completely non-corrosive. MicroFiber shall comply with ASTM Designation C 1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete, Type III Synthetic Fiber-Reinforced Concrete or Shotcrete.

Fibers shall be 20 mm (3/4 in.) multifilament polypropylene fibers as supplied by Grace Construction Products, 62 Whittemore Avenue, Cambridge, MA 02140. 450 grams (1 lb) of fibers shall contain no less than 50 million individual fibers. 225 grams (0.5 lb) of fibers shall contain no less than 25 million individual fibers. Required dosage rate shall be as specified by the design engineer or architect. Grace MicroFiber shall be used in strict accordance with the supplier's recommendations and within time as specified in ASTM C 94. The fiber shall comply with ASTM Designation C 1116 Type III. 4.1.3. Standard ACI 302 procedures for placing, finishing and curing shall be followed when using Grace MicroFiber.

Additives

Additives that have not been aforementioned within this specification shall not be used in any concrete without written approval from the Owner or Owner's Representative.

Forms

Forms shall be of lumber with a minimum two-inch (2") nominal thickness and six-inch (6") nominal width or steel with equal rigidity. They shall be held securely in place by stakes, braces, or other means and shall not allow concrete leakage. Forms for curves shall be flexible or shall be curved forms conforming to radius of curves shown on drawings. The use of straight sections will not be permitted for curves. Forms shall be clean and those for surfaces to be exposed shall produce a smooth, even finish without fins or board marks.

Expansion Joint Material

Expansion joint material shall meet the Illinois Department of Transportation Standard for Road and Bridge Construction, latest edition, Section 1051.00 Preformed Expansion Joint Fillers. Approved filler shall be as described in Section 1051.03 Bituminous Preformed Joint Filler and 1051.04 Preformed Fiber Joint Filler and 1051.05 Bituminous Preformed Inorganic Fiber Joint Filler and 1051.08 Preformed Closed Cell Plastic Joint Filler. All applicable sections shall apply for the above approved items.

EXECUTION

Concrete shall be mixed only as required for immediate use and any which has developed initial set shall not be used. Concrete, which has partially hardened, shall not be re-tempered or re-mixed. The use of a fractional sack of cement will not be permitted unless the fractional part is measured by weight. The mixer shall be cleaned thoroughly each time when out of operation for more than thirty minutes.

Concrete mixes will be measured as described in the current Method Test for Consistency of Portland Cement Concrete of the ASTM Designation C-143. The concrete shall at times be of

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such consistency and workability, that it will puddle readily into corners and angles of the forms and around joint, dowels, tie bars and reinforcement without excessive spading, segregation or undue accumulation of water.

The mixing of concrete in truck mixers in route from the batching plant to the site will not be allowed without prior approval. Mixing shall take place at the batching plant. The mixing shall be done on a level area, sloping not more than two percent in any direction.

The concrete shall be discharged within a period of one hour after the introduction of the mixing water with the dry materials or within a period of 1- 1/2 hours after the cement has been placed in contact with the aggregates. It shall be within the specified limits for consistency and air content, and it shall not be segregated.

Sub-grade or base shall be accurately graded and compacted as specified in these documents. The sub-grade or base shall be moistened just before the concrete is placed.

The forms shall be set so that concrete slabs will have a slope of not less than one-quarter inch (1/4") per foot. Forms shall be held in line and grade by stake or braces at intervals to produce layout as specified in plans. Straight lines shall change to curve where line is tangent to curve. Forms shall be constructed in a manner that will permit their removal from exposed areas without damage to fresh concrete. Forms shall be of the full depth of the structure. Provide uniform bearing for all forms. The inside surface of the forms shall be oiled with a light, clear paraffin-base oil which will not discolor or otherwise injuriously affect the concrete as on walls or other exposed surfaces. All forming shall be approved by Owner or Owner's Representative before pouring concrete.

All steel reinforcement shall be accurately placed in position shown on plans and firmly held during the placing of concrete. When placed in the work, steel shall be free from dirt, rust, mill scale, paint, oil or other foreign material. Bars shall be placed with a variation in spacing between adjacent bars of not more than one-sixth of the spacing shown on the plans, and the clear distance from the near surface of the concrete and the reinforcement shall not vary from the distance shown on the plans by more than one-fourth the plan distance. Bars shall be tied at all intersections except where the spacing is less than one foot in each direction in which case every other intersection shall be tied. Supports for reinforcement which are to remain in the work shall be either precast concrete blocks of approved shape and dimensions, or approved preformed steel bar-chairs. Bars shall not be spliced except as provided on the plans or as authorized by the Owner or Owner's Representative.

MicroFiber may be added to concrete at any point during the batching or mixing process. MicroFiber may be added to the aggregate during weighing or charging, or to the central mixer or truck before, during, or after charging. The concrete must be mixed at high speed for 5 minutes, or 70 revolutions, after the addition of MicroFiber to ensure uniform distribution. The standard range of addition for MicroFiber is 300 to 600 g/m³.

Placing concrete shall not be permitted until the sub-grade and forms have been approved by the Owner or Owner's Representative. The concrete shall be placed in one pour for the full depth of stated structure unless otherwise approved by the Owner or Owner's Representative. The concrete shall be placed in successive batches for the entire width of structure. It shall be struck off from 1/2" to 3/4" higher than the finished grade, tamped until all voids are removed and free mortar appears on the surface. Finally, it shall be thoroughly spaded along the edges, struck off to the proper grade, and finished to a plane, even surface with floats and trowels. The final

troweling shall be done with steel trowel, leaving a smooth even surface.

After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk or structure at right angles to the edges of the walk or structure, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks. Brush marks should be of a depth to produce a light broom finish.

Edges on all concrete shall be rounded to a radius of one-quarter inch (1/4") with a finishing tool unless otherwise specified. All joints shall be rounded with a double edging tool having a radius of one-quarter inch (1/4") on each side and the surface shall then be brushed lightly to produce a slightly roughened surface and remove the finishing tool marks.

The surface shall be divided by grooves called contraction joints constructed at right angles to the centerline of the sidewalk or structure. These joints shall extend to one-quarter inch (1/4") the depth of the sidewalk, shall be not less than one-eighth inch (1/8") and no more than one-quarter inch (1/4") in width, and shall be edged with a jointing or edging tool having one-quarter inch (1/4") radius. The joints shall be five feet (5') apart on sidewalks and ten feet apart on curbs unless otherwise specified. Expansion joints shall be placed between all separate pours, all structures and at thirty-foot intervals on both sidewalks and curbs.

Protection of Concrete shall be performed in following manner:

- Protection Against Vandalism: The Contractor shall take all necessary precautions to ensure the protection of work against vandalism or graffiti. Any work, which is blemished in the finish, will be cause for rejection of flat work or curbing.
- Protection Against Rain: The Contractor shall take such precautions as are necessary to protect the concrete from damage.
- Hot Weather Limitations - Casting of concrete during hot weather shall be limited by the temperature at the time of placing. Concrete shall not be cast when the temperature is above 90° F. Care shall be taken to properly wet and protect all concrete placed indirect sun or in hot weather.
- Cold Weather Limitations - No concrete shall be placed unless the temperature of the air in the shade and away from artificial heat is at least 32° F and rising unless specifically approved. All concrete poured at less than 40° F, or at a time when within 24 hours of pouring concrete the temperature shall dip below 40° F shall be insulated. The Contractor shall be responsible for the concrete placed during cold weather and any concrete injured by frost action shall be removed and replaced at Contractors expense.

Forms shall be left in place for a period of not less than 12 hours. Immediately after they have been removed, all porous or honeycomb areas thus uncovered shall be filled smooth with mortar consisting of one part cement and two parts fine aggregate. Also, the ends of all expansion joints shall be cut open to the full width of the expansion joint material.

Placing concrete, once started, shall be a continuous operation. No portion of a walk, curb or paved area shall be partially poured except as shown for installation of joints.

BASIS OF PAYMENT

This work shall be measured and paid for at the contract unit price per linear foot of CONCRETE RIBBON, which shall include at labor, equipment, and materials necessary to perform this work.

END OF SPECIAL PROVISION #7

SP-8. SUPPLEMENTAL ISLAND PLUGS

DESCRIPTION

This work shall consist of furnishing, transporting, and installing the container plants as shown on the Plans and as directed in the field by the ENGINEER. Please note that the planting areas shown on the plans are approximate limits based on anticipated normal water levels, limited bathymetric survey information, aerial imagery and field observations during past drawdown conditions. The limits of the different plant communities will be determined by the CONTRACTOR in the field in cooperation with the ENGINEER during the on-site Pre-Planting Meetings to observe spring hydrology. The planting will be completed in Spring/Summer 2026 or Spring/Summer 2027 if unable to plug within the planting time.

MATERIALS

All plug sizes shall be provided in a 38-cell format with 2" x 5" dimensions and soil/root volume of 11 cu. in., or Project Representative approved equivalent. Plug quality must meet the applicable standards set forth in *IDOT Standard Specifications*, Article 1081.02 and shall meet the requirements in the applicable sections of American Standard for Nursery Stock (ANSI Z60.1-2004), botanical nomenclature shall follow "Flora of the Chicago Region" (Wilhelm and Rericha, 2017) and "The National Wetland Plant List: 2016 Wetland Ratings" (Lichvar et al, 2016).

All native species shall be local genotype and origin and shall be from a radius not to exceed 150 miles from the site. Proof of origin shall be presented to the ENGINEER at the site prior to installation.

Immediately following contract award and upon authorization of the ENGINEER, the CONTRACTOR shall begin plant material procurement. During the procurement period, the CONTRACTOR shall locate sufficient quantities of specified plant materials and set up growing or collecting contracts, if necessary, to ensure that the quantity and quality of plant material will be available during the planting window specified. If specified planting material is unavailable, the ENGINEER shall identify substitutes in writing. Adjustments will be made at no cost to the contract.

The planting stock shall comply with governmental regulations prevailing at the source of supply and the job site. All planting stock shall be nursery propagated in accordance with good horticultural practice. Collected stock or nursery grown wild plants will not be permitted. Planting stocks from which plant propagation is taken may have been wild collected. All planting stock shall be healthy, free of all fungi and bacterial discoloration, and deformities.

All container plant material shall be inoculated with mycorrhizal fungi. Container plants shall exhibit root growth sufficient to hold all soil intact when removed from container.

Plants shall be shipped with legible labels stating correct name and size of plant, securely attached to individual flats or bundles of plants. Shipping shall be scheduled to minimize on-site storage of plants. Planting stock shall not be shipped until the planting preparations have been completed. The CONTRACTOR shall notify the ENGINEER of all delivery times and subsequent

plant deliveries. The ENGINEER shall be notified at least 48 hours prior to shipping.

If delays beyond the CONTRACTOR's control occur after delivery, plants shall be kept watered and protected from sun, wind, and mechanical damage. Dormant materials shall be stored in refrigerated compartment or environmentally controlled structures only, as approved by the ENGINEER, until plant installation. Plants shall be always handled in accordance with the best horticultural practices. Plants handled otherwise will be subject to rejection by the ENGINEER. Plants shall not be bent, stacked or bound in a manner that deforms roots or destroys natural shape. The CONTRACTOR shall examine and verify the acceptability of the job site.

PLUGGING PLAN

The CONTRACTOR shall provide a plugging plan to the PROJECT REPRESENTATIVE for review prior to plugging. The COMMUNITY TYPES and their associated seed mixes as proposed on the Planting Plan have been provided as an approximate and generalized location for these communities. However, the CONTRACTOR shall determine based on the constructed site conditions and ecological, hydrological, geological, and soil conditions the appropriate locations for community plug placement and installation. The plug plan shall indicate the planned installation location of the various Community types and shall be based upon the appropriate ecological, hydrological, geological, soil and site conditions. Plug installation shall commence only after the ENGINEER has no objections to the plugging plan.

PLANTING CONDITIONS

The container plant mixtures shall be installed in locations designated on the plan and/or in which the anticipated average water level is appropriate for the individual plant species. Planting locations must be determined by the CONTRACTOR's Ecologist/Botanist with guidance based on on-site observations and hydraulic data as available and upon request.

During the plant establishment period, CONTRACTOR may need to manually irrigate the planting area(s) to provide suitable hydrologic conditions as needed to sustain the installed plants. At the same time, plant installation is prohibited when water levels are greater than 3" above the anticipated average water levels unless approved by the ENGINEER. Please note that plant installation may be postponed following a flooding event until water levels return to suitable conditions.

PLANTING TIMING

Planting activities for plants shall be performed no earlier than May 15 and no later than August 15 under favorable conditions (i.e., water levels as specified). Supplemental watering may be necessary to ensure survival at no additional cost to OWNER.

DEMONSTRATION PLANTING SESSION

The Owner will hold one demonstration session prior to scheduled planting operations open to all employees of the Contractor who will be supervising, directing, or performing planting operations. The demonstration session will review various planting methods that will be used to properly establish the plug materials within the stream corridor.

PLANTING PROCEDURES

The CONTRACTOR shall notify the ENGINEER if conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions, or obstructions. The CONTRACTOR shall not proceed with the work until unsatisfactory conditions have been corrected or resolved in writing by the ENGINEER. The ENGINEER reserves the right to adjust

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plant material locations, without adjusting plant quantities, to meet field conditions, at no additional cost to the contract. Plant materials shall be subject to final approval by the ENGINEER at the site prior to installation.

During the plant installation period, CONTRACTOR shall provide an annotated planting as-planted plan exhibit identifying the plant installation areas and associated plant species and quantities that were installed during the previous week. The packing slip documenting the species and quantities installed shall be attached to the provided exhibit.

Holes for plugs shall be dug in locations shown in the plans or adjusted by the ENGINEER in the field. Holes shall be dug with a trowel, spade, dibble planting bar, or implement approved by the ENGINEER. Holes shall be of a minimum depth and diameter of 1.5 times the plug size to accommodate the plug without damage. Plugs should be pushed deep enough so they meet the surrounding grade and have 1/4 inches of cover to cap the plug soil medium to reduce evapotranspiration. Once planted, the hole shall be backfilled with existing material. When planting of an area has been completed, the area shall be cleared of all debris, soil piles, and containers within one day.

Following installation, the CONTRACTOR must provide an "As Planted" drawing that illustrates the plug community type and species quantities in each community. Plugs to be planted are specified below:

Supplemental Parking Island Plugs			
<u>Scientific Name</u>	<u>Common Name</u>	<u>Quantity%</u>	<u>Quantity</u>
<i>Asclepias tuberosa</i>	Butterfly Milkweed	10%	24
<i>Baptisia alba</i>	False Indigo	10%	24
<i>Bouteloua curtipendula</i>	Sideoats Grama	10%	24
<i>Dalea candida</i>	White Prairie Clover	10%	24
<i>Echinacea purpurea</i>	Purple Coneflower	10%	24
<i>Liatris aspera</i>	Rough Blazingstar	10%	24
<i>Monarda punctata</i>	Spotted Bee Balm	10%	24
<i>Penstemon pallidus</i>	Hairy Beardtongue	10%	24
<i>Schizachyrium scoparium</i>	Little Bluestem	10%	24
<i>Sporobolus heterolepis</i>	Prairie Dropseed	10%	24
TOTAL PLUGS		100%	240

Limestone Terrace Plugs			
<u>Scientific Name</u>	<u>Common Name</u>	<u>Quantity%</u>	<u>Quantity</u>
<i>Bouteloua curtipendula</i>	Side Oats Gramma	30.0%	50
<i>Carex annectens</i> *	Yellow-fruited Sedge	10.0%	50
<i>Carex bicknellii</i> *	Bicknells Sedge	10.0%	50
<i>Carex brevior</i> *	Plains Oval Sedge	10.0%	50
<i>Carex molesta</i> *	Field Oval Sedge	10.0%	50
<i>Sporobolus heterolepis</i>	Prairie Dropseed	30.0%	50

	TOTAL PLUGS	100%	300
*Plant on Lowest Terrace			

SPECIES SUBSTITUTIONS

Prior to installation, the ENGINEER shall review any species substitutions and reserves the authority to deny use of any species or quantity if deemed inappropriate for the site. Any species substitutions and/or change in quantity shall be discussed and approved by the ENGINEER during the pre-planting site meetings as specified below.

CONTRACTOR shall plan on attending an on-site pre-planting meeting to evaluate hydrologic conditions and discuss overall plant installation approach. At the final pre-planting meeting, CONTRACTOR shall provide a plant installation work plan that documents the anticipated plant installation logistics, plant installation schedule (plant delivery schedule) and any proposed changes to plant species and/or quantities as a result of observed site conditions.

CONTRACTOR shall be asked to attend a planting exercise using the appropriate supervision and crew responsible for planting demonstrating the selection of hydrologic conditions found on site applicable to certain plant species and demonstrating the planting tools, techniques and field procedures for planting certain plants species with active feedback from the ENGINEER to demonstrate a satisfactory level of competency and standards acceptable under this CONTRACT.

NOTIFICATION & DOCUMENTATION

CONTRACTOR shall notify the ENGINEER two working days prior to the start of planting activities and all subsequent plant deliveries. All plant material must be approved by the ENGINEER prior to installation to be eligible for payment.

During the plant installation period, CONTRACTOR shall provide an annotated as-planted plan exhibit identifying the plant installation areas and associated plant species and quantities that were installed. The packing slip documenting the species and quantities installed shall be attached to the provided exhibit.

PLANT CARE

During the establishment period, the CONTRACTOR shall properly care for all plants including weeding, watering, debris removal, or other work which is necessary to maintain the health and satisfactory appearance of the plantings. All requirements of proper care during the period of establishment shall be considered as included in the cost of the contract and shall be performed within 5 days following the notification by the ENGINEER.

After the establishment period has been completed, a maintenance period will be in effect until Final Project Acceptance. General Maintenance tasks during this period shall include additional watering, weeding, and mulch maintenance.

Additional watering shall be performed a minimum of four (4) times during each of the months of April through October. The ENGINEER may direct the CONTRACTOR to adjust the watering rate and frequency depending on weather conditions. The plants to be watered and the method of application will be approved by the ENGINEER. The CONTRACTOR will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

PERFORMANCE STANDARDS

CONTRACTOR shall meet all applicable planting performance standards outlined in PERFORMANCE STANDARDS.

PLANT SPECIES

The following list includes the species and quantities that shall be installed by the CONTRACTOR in the planting areas as shown on the planting plan exhibit.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per each plug for LIMESTONE TERRACE PLUGS and SUPPLEMENTAL ISLAND PLUGS and shall include all labor, equipment, and materials necessary to complete the work as specified. Payment of 70% of the contract unit price will be made following receipt of the documentation specified above and that the planting was completed in accordance with these specifications as approved by the ENGINEER. The remaining 30% of the contract unit price will be made once all the applicable one-year performance standards are met each subsequent year following planting (see PERFORMANCE STANDARDS special provision). Plant maintenance activities including irrigation and installation and removal of plant protection measures will not be paid for separately, but shall be included in the contract price per plant, and no additional compensation will be allowed.

END OF SPECIAL PROVISION #8

SP-9. ECOLOGICAL MANAGEMENT

DESCRIPTION

The work consists of conducting routine ecological management activities in the planting areas shown on the Planting Plan drawings. At the beginning of each year, CONTRACTOR shall provide a management schedule to the OWNER that specifies the management activities to be conducted during the year.

Appropriate herbicide product shall be utilized for spraying or wicking to eradicate target weeds without damaging adjacent native plants. Glyphosate (Rodeo) or approved equal shall be utilized per manufacturer’s recommendations.

EXECUTION

Herbicide shall be applied by State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within natural areas and wetlands. A copy of valid license (State of Illinois Department of Agriculture Pesticide Applicator or Operator) to be provided upon request of OWNER and/or ENGINEER. CONTRACTOR shall perform herbiciding activities necessary to achieve project performance standards (see PERFORMANCE STANDARDS special provision). Weed control may also require manual methods such as supplemental cutting of seed heads prior to seedset for preventing seed reproduction. The herbicide application periods are generally defined as follows:

- Early Spring - March 15 – May 1
- Early Summer – May 15 to June 30
- Late Summer – July 15 to September 1
- Fall – September 15 to November 1

The four annual application periods shall consist of, but are not limited to, controlling the following target weed species per each period;

<u>Target Species</u>	Early Spring	Early Summer	Late Summer	Fall
Red/white clover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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Reed canary grass	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garlic mustard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Field/bull thistles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cattails	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
White/yellow sweet clover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teasel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Common reed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sandbar willow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purple Loosestrife	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERFORMANCE STANDARDS

CONTRACTOR shall meet all applicable ecological management performance standards outlined in PERFORMANCE STANDARDS special provisions.

BASIS OF PAYMENT

This work shall be paid for at the contract unit price per year for ECOLOGICAL MANAGEMENT, which shall include all necessary labor, material and equipment needed to perform the work described herein and as specified on the plans. The payment for each year shall be paid in a lump sum amount by December 31st after successfully meeting the performance standard requirements for that specified year. For partial payment of lump sum amount during the year, CONTRACTOR shall provide summary memo with invoice to document that management work effort performed during the invoicing period appropriately reflects invoice amount.

END OF SPECIAL PROVISION #9

SP-10. PERFORMANCE STANDARDS

DESCRIPTION

Performance standards are established for restoration projects in order to evaluate overall restoration success, to comply with regulatory requirements, and to measure CONTRACTOR compliance with the approved plans and specifications. If performance standards are not achieved, CONTRACTOR shall be responsible for rectifying any deficiencies through additional site management activities, which may include but not limited to re-planting and re-seeding, at the sole expense of CONTRACTOR.

PERFORMANCE STANDARDS

1. First year: 90% coverage of the cover crop shall be established within the first three months. There shall be no bare areas greater than 0.5 meters. By the end of the first complete growing season, at least 25% of the native planting areas, as measured by aerial coverage, shall consist of native/non-invasive species or those of what was planted in the above list.
2. Second year: At least 50% of the native planting areas shall consist of native/non-invasive species or those of what was planted in the above list.
3. Third year: By the end of the third growing season, no area throughout the native planting areas greater than 0.5 square meters shall be devoid of vegetation, as measured by aerial coverage, unless specified on approved plans. At least 75% of the planted areas shall consist of native/non-invasive species or those of what was planted in the above list. None of the three most dominant species may be non-native or

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invasive or constitute greater than 25% aerial coverage (individually or cumulatively) by the end of the third growing season, including but not limited to the following species: *Cirsium arvense* (Canada Thistle), *Dipsacus laciniatus* (Cut-leaved Teasel), *Dipsacus sylvestris* (Common Teasel), *Lythrum salicaria* (Purple Loosestrife), *Melilotus alba* (White Sweet Clover), *Phalaris arundinacea* (Reed Canary Grass), *Phragmites australis* (Giant Reed), *Polygonum cuspidatum* (*Fallopia japonica*, Japanese Knotweed), *Rhamnus cathartica* or frangula Buckthorn.

BASIS OF PAYMENT

PERFORMANCE STANDARDS shall not be paid for separately but shall be included in the cost of the other items within these contract documents.

END OF SPECIAL PROVISION #10

END OF SPECIAL PROVISIONS - DETAIL SPECIFICATIONS

LIST OF DRAWINGS

Number of Pages	File Name	Date Last Revised
19	2026-04-02 North Shore Plan Set	04/02/26

SPECIAL INSTRUCTIONS

1. Working Days

Except for such work as may be require to properly maintain lights and barricades, no work will be permitted on Sunday, legal holidays, or weekdays between 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 8:00 a.m. or continue after 12:00 p.m. without specific permission of the Engineer.

If work outside of normal working day hours is necessary, payment at 1.5 times the salary and benefits of the Village inspector shall be payable to the Village. Reasonable delays due to weather or conditions beyond the control of the Village or Contractor may not require payment.

Without specific permission of the Village Engineer (Village of Lincolnwood) and except for such work as may be required to properly maintain lights and barricades, no work will be permitted on:

- A. Weekdays between 6:00 p.m. and 7:00 a.m.
- B. Saturdays between 12:00 p.m. and 8:00 a.m.
- C. Sundays
- D. Holidays listed below

Holiday	Date Observed
New Year’s Day	01/01/2026
Martin Luther King Jr Day	01/19/2026
Passover (beg. Sundown 04/01/26)	04/02/2026
Memorial Day	05/25/2026
Independence Day (observed)	07/03/2026
Labor Day	09/07/2026
Rosh Hashanah (beg. Sundown 09/11/26)	09/12/2026
Yom Kippur (beg. Sundown 09/20/26)	09/21/2026
Veterans Day	11/11/2026
Thanksgiving Day	11/26/2026
Day After Thanksgiving Day	11/27/2026
Christmas	12/25/2026

2. Liquidated Damages

If the contractor fails to complete the project within the time limit specified, liquidated damages in the amount specified in the Standard Specifications, Article 108.09, “Failure to Complete Work on Time”, shall be imposed for each calendar day until the project is completed.