

THE VILLAGE OF TROUT VALLEY
1 HOWARD'S WAY
TROUT VALLEY, IL 60013

VILLAGE OF TROUT VALLEY
NATURE AREA
PROJECT No. 211549.01

SEPTEMBER 2026

BID PACKAGE

INVITATION FOR BIDDER'S PROPOSAL, GENERAL INSTRUCTION TO BIDDERS,
SPECIAL INSTRUCTIONS TO BIDDERS, BIDDER'S PROPOSAL,
BIDDER'S SWORN ACKNOWLEDGEMENT, BIDDER'S SWORN WORK HISTORY STATEMENT,
FORM OF BID BOND, AND ATTACHMENTS

PREPARED BY
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VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF
Trout Valley Nature Park
PROJECT 211549.01

BID PACKAGE

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VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF
Trout Valley Nature Park
PROJECT 211549.01

INVITATION FOR BIDDER'S PROPOSALS

OWNER:

Village of Trout Valley
P.O. Box 621
Cary, IL 60013

ENGINEER:

HR Green, Inc.
1391 Corporate Drive, Ste. 203
McHenry, Illinois 60050

1. **Invitation to Bid**

Sealed proposals for the Trout Valley Nature Park project described herein will be received at the **Village of Trout Valley** and will be opened at the Village of Trout Valley Barn, second floor, located at 167 Country Commons Rd. Trout Valley, IL 60013 at **11:00 a.m. on September 30, 2026**, at which time they will be publicly read. In advance of the bid opening, bids may be dropped off at the HR Green office located at 1391 Corporate Drive, Suite 203, McHenry, Illinois 60050 until 9:00 a.m. on September 30, 2026, to the attention of Andrea Pracht. Sealed Bids should be marked to indicate the following:

Village of Trout Valley
Trout Valley Nature Park
167 County Commons Road
DO NOT OPEN

2. **Description of the Work**

The work shall consist of restoration of approximately 5 acres of undeveloped residential lots into a nature park. The improvements will include excavation and construction of a 1/3 acre naturalized fishing pond, site grading, 4.7 acres of site restoration including tree removal, brush clearing and establishment of native vegetation and plantings, 0.5 acres of wetland enhancement, 1,911 square yards of crushed gravel walking path, 387 lineal feet of boardwalk through the on-site wetlands, installation of one prefabricated gazebo, other park features including benches, and other related work as indicated on the Engineering Plans.

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3. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other Bidding Documents are defined in the Bidding Documents and the Contract shall have such defined meanings wherever used. The Bid Package consists of the Bidding Documents and the Contract, both as hereinafter defined.

4. **Awarding Authority**

The awarding authority for this contract is the Board of Trustees of the Village of Trout Valley, who reserve the right to waive technicalities and to reject any or all proposals.

5. **The Bidding Documents**

The Bidding Documents consist 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) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
- (6) Bidder's Sworn Acknowledgment;
- (7) Bidder's Sworn Work History Statement;
- (8) Form of Bid Bond;
- (9) Request for Additional Information, if any;
- (10) Bidder's Sworn Statement of Responsibility, if requested;
- (11) Other Information Submitted by Bidder, if requested; and
- (12) Notice of Award.

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6. **The Contract**

The Contract 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) Contract Agreement;
- (2) Contractor's Certification;
- (3) Schedule of Prices;
- (4) General Conditions of Contract;
- (5) Special Conditions of Contract;
- (6) Contract Drawings;
- (7) Specifications;
- (8) Form of Performance Bond;
- (9) Form of Labor and Material Payment Bond;
- (10) Prevailing Wage Ordinance; and
- (11) Addenda, if issued.

Engineer may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.

7. **Inspection and Examination**

The Bidding Documents and the Contract may be examined at the offices of the Engineer, as listed above.

The documents will be provided in electronic form (PDF) on an FTP site by contacting the office of the Engineer. Please contact Christine Borgerding at christine.borgerding@hrgreen.com or at 815-759-8361.

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

INVITATION

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 Bidding Documents, the Contract, and the conditions of the Work Site and the surrounding area.

8. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **11:00 a.m., local time, September 30, 2026**, at the second floor of the Barn located at 167 Country Commons Road, Trout Valley, IL 60013, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

9. **Bid Security, Bonds and Insurance**

- A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit of at least **ten percent (10%)** of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in the form included in the Bidding Documents from a surety company licensed to do business in the State of Illinois with a Best's Key Rating Guide of A- and be listed in the most recently published Listing of Approved Sureties of the U.S. Department of Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the contract.
- 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, in the form included in the Contract and from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract Agreement, Article IV of the General Conditions of Contract, and Section 4 of the Special Conditions of Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this ____ day of _____, 2026.

VILLAGE OF TROUT VALLEY

By: _____
/s/Village President

GENERAL INSTRUCTIONS

VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF
Village of Trout Valley – Nature Park
PROJECT 211549.01

GENERAL INSTRUCTIONS TO BIDDERS

1. **Examination of Bidding Documents, Contract, and Work Site**

A. **Bidding Documents and the Contract.** Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bidding Documents and the Contract as defined in the Invitation for Bidder's Proposals and included in this Bid Package. The Contract contains provisions applicable not only to the successful Bidder but also to all of its Subcontractors and Suppliers. In making copies of the Bidding Documents and the Contract available to prospective Bidders, Owner and Engineer do so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

B. **Work and Work Site Conditions.** Each prospective Bidder shall, before submitting its Bidder's Proposal, personally inform itself, by on-site inspection and investigation and by such other appropriate and lawful means as it may wish, of all conditions under which the Work is to be performed; of the obstacles, unusual conditions or difficulties that may be encountered, whether or not referred to in the Bidding Documents or the Contract; and of all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground and other concealed conditions. In examining the Work Site and the surrounding area, special attention shall be given to the cost and feasibility of the Work to be performed thereon, including the arrangement and conditions of existing or proposed structures that will affect, or that will be affected by, the Work; the procedures necessary for maintenance of uninterrupted operations; the need to interrupt operations for any reason; and the availability and cost of the means and methods of accomplishing the Work. Any prospective Bidder desiring to make borings, explorations or observations to determine conditions at or around the Work Site shall obtain permission from Owner or from any other property owner, as appropriate, prior to commencement of any such activity.

The Contractor shall be responsible for providing soil testing. Preliminary soil testing has been provided by Midland Standard Engineering & Testing, Inc. (MSET) to comply with the applicable IEPA regulations. A copy of the LPC-662 form for export of soil from the project site is included with these specifications.

Limited Storage of barricaded equipment and project materials will be allowed within the proposed Nature Park property area. The Contractor shall coordinate the location(s) with the Village prior to storing materials and equipment.

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Access to and from the site is through residential streets with limited right of way and pavement width. The Contractor is advised to visit the site to gain an understanding of the access route. To the extent possible, the Contractor is to limit truck movement in and out of site to minimize the construction impact on the surrounding residential neighborhood and streets. Contractor should plan to store equipment on site during construction phases when equipment is required. It is expected that the tree removal and excavation phases will involve truck traffic to and from the site. Truck traffic should be timed to minimize traffic impacts during higher travel times within the neighborhood.

Access from Cahill Road shall be limited only for the asphalt trail construction – all other access to the site including for demolition, tree removal, excavation and grading shall be from Fox Harbor Road. The contractor shall coordinate the timing and access from Cahill Road with the Owner.

The stormwater permit shall be approved by McHenry County in accordance with the Stormwater Ordinance before the initiation of any construction activities. The limits of disturbance are greater than one acre and as such an IEPA Notice of Intent (NOI) is applicable per this project. The Owner is in the process of applying for the NOI.

Notwithstanding anything set forth in this Subsection 1B, it shall remain the successful Bidder's responsibility to (i) determine during construction the presence and location of any underground obstructions and to make adjustments in the alignment or grade of the Work to pass around, over, or under them, and (ii) determine during construction the presence and location of any adverse soil conditions and to take all necessary action to eliminate, address, or otherwise deal with such adverse soil conditions, all without any equitable adjustment in the Contract Time or, except as expressly provided, and only to the limited extent set forth, in Sections 2.1 through 2.3 of the General Conditions of Contract included in this Bid Package, the Contract Price.

C. Quantities. Each prospective Bidder shall, before submitting its Bidder's Proposal, satisfy itself, by personal inspection and investigation of the Work Site or by such other appropriate and lawful means as it may wish, as to the correctness of any quantities listed in the Bidding Documents.

D. Equipment, Materials, and Supplies. Each Bidder shall base its Bidder's Proposal on new, undamaged, first-quality equipment, materials, and supplies complying fully with the Contract, and in the event any Bidder names or includes in its Bidder's Proposal equipment, materials, or supplies that do not conform, such Bidder shall, if awarded the Contract, be responsible for furnishing equipment, materials, and supplies that fully conform to the Contract at no increase in the Bidder's Price Proposal.

E. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions or obstructions, soils analysis, borings, test pits, buried structures, utility locations or conditions, conditions of existing structures, and similar site information or data and other investigations is shown or indicated on the Contract Drawings

GENERAL INSTRUCTIONS

included in this Bid Package, is distributed with the Bidding Documents or the Contract, or is otherwise made available to any prospective Bidder by Owner, such information is shown, indicated, distributed, or made available solely for the convenience of such prospective Bidder and is not part of the Bidding Documents or the Contract. 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.

F. Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections and investigations required by these General Instructions to Bidders. Each Bidder submitting a Bidder's Proposal expressly thereby further represents and warrants that Bidder's Price Proposal includes such allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work as the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price or Contract Time.

G. Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from such Bidder's failure or neglect to comply with these General Instructions to Bidders. The successful Bidder shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the progress of the Work, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

2. Interpretation of the Bidding Documents and the Contract

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other Bidding Documents are defined in the Bidding Documents and the Contract and shall have such defined meanings wherever used.

B. Implied Terms. If any workmanship, 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 workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Addenda. No interpretation of the Bidding Documents or the Contract will be made except by written addendum duly issued by Engineer or Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatsoever.

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All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bidding Documents or the Contract, as the case may be. 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 Bidding Documents or the Contract, such prospective Bidder shall submit to Owner or Engineer a written request for an interpretation thereof a minimum of five (5) business days in advance of the scheduled opening of Bidder's Proposals.

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.

D. Informal Responses. Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

3. Calculation of Unit Price Proposals and Compensation

On all items for which Bidder's Proposals are to be received on a unit price basis, Bidder's Proposals will be compared on the basis of the approximate number of units stated in the Bidding Documents multiplied by each Bidder's respective Price Proposal for each Unit Price Item.

Payment on the Contract for each Unit Price Item will be based on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract.

The approximate quantities stated in the Bidding Documents shall not be used in establishing the compensation due under the Contract. Such stated quantities are Engineer's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Any increases in the number of units of Unit Price Items required to complete the Work resulting from risks or changes in the Work that the successful Bidder is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price shall be paid for at the respective Price Proposal for each such Unit Price Item.

No Bidder shall, after submission of its Bidder's Proposal, dispute or complain of any estimate of Unit Price Items contained in the Bidding Documents nor assert that there was any misunderstanding in regard to the nature or amount of Work to be done.

GENERAL INSTRUCTIONS

4. **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 this 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. Prevailing Wages for McHenry County can be found here:

<http://www.state.il.us/agency/idol>

5. **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. The successful Bidder shall be required to reimburse Owner for any such taxes paid.

Bidder's Price Proposal shall include 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. It shall be the sole responsibility of each prospective Bidder to determine the applicability and amount of such taxes, contributions, and premiums 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. **Permits and Licenses**

Except as otherwise expressly provided in the Special Conditions of Contract included in this Bid Package, 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. The successful Bidder shall be required to display all permits, licenses and other approvals and authorizations as required by law.

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

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in this Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink.

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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. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank, except as may be otherwise provided in the Special Instructions to Bidders included in this Bid Package.

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 by the Bidding Documents may be rejected or interpreted so as to be most favorable to Owner.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are separated from this bound Bid Package may be rejected.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued for the Bidding Documents and the Contract and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda. Bidder's Proposals that fail to comply with this Instruction may be rejected.

Each Bidder shall complete, sign as required pursuant to Section 8 of these General Instructions to Bidders, and submit with its Bidder's Proposal all of the following documentation:

- (1) Bidder's Sworn Acknowledgment included in this Bid Package;
- (2) Bidder's Sworn Work History Statement included in this Bid Package;
- (3) Bid Security as required by Section 9 of these General Instructions to Bidders;
- (4) Surety Commitment Letter as specified in the Invitation for Bidder's Proposals;
- (5) Insurance Commitment Letter as specified in the Invitation for Bidder's Proposals; and
- (6) Such other documentation, if any, as may be required by any Special Instructions to Bidders included in this 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 8 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 8 of these General Instructions to Bidders may nevertheless be rejected.

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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 this Instruction.

8. 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. A certified copy of a resolution of the Board of Directors of the corporation evidencing the authority of the officials signing and attesting the Bidder's Proposal to do so shall be attached to it.
- (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. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by all of the general partners of such partnership evidencing authority of such attorney-in-fact to sign the Bidder's Proposal.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by such individual evidencing the authority of such attorney-in-fact to sign the proposal.
- (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. If signed by an attorney-in-fact, there shall be attached to the Bidder's Proposal a power of attorney executed by each signatory to the joint venture agreement evidencing the authority of such attorney-in-fact to sign the proposal.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

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B. Other Documents. The signature requirements set forth in Subsection 8A 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 Agreement, the Contractor's Certification and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction thereof and award the Contract to Bidder upon satisfactory compliance with this Instruction.

9. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) if Bidder is determined to be one of the Most Favorable Bidders (see Section 14B below), 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 Agreement, the Contractor's Certification, and all other required documentation related to the Contract.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned to all except the Most Favorable Bidders within five Days after the opening of Bidder's Proposals, and to the Most Favorable Bidders within five Days after execution of the Contract Agreement by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Most Favorable 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 Agreement, 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 ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

10. Surety and Insurance Commitments

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The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The Village of Trout Valley is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Shall any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Bidder's work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents and volunteers.

The Bidder's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers. The Bidder's insurance shall contain a Severability of Interests/ Cross Liability clause or language stating that Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Bidder shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The Bidder and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

A Bidder shall maintain limits no less than:

1. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - a) General Aggregate: \$2,000,000
 - b) Bodily Injury & Property Damage:

GENERAL INSTRUCTIONS

\$1,000,000 per occurrence combined single limit

c) Other Coverage's: \$2,000,000 or as otherwise approved or required by owner

Coverage's shall include:

- Premises Operations
- Products/Completed Operations (to be maintained for five years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Bodily injury and property damage
- "X", "C", and "U" exclusions shall be deleted.
- Blasting exclusions shall be deleted if Work involves blasting.
- ISO Additional Insured Endorsement CG2010 shall be provided.

2. Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

a) Workers' Compensation: Statutory limits;

b) Employer's Liability with limits not less than:

\$1,000,000 per occurrence

\$1,000,000 each accident – policy limit

\$1,000,000 each disease – policy limit

\$1,000,000 disease – each employee

Such insurance shall evidence that coverage applies to the State of Illinois and contain an "all States" endorsement.

3. Business Auto 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 must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.

4. Builders Risk Insurance. Reserved

5. Owner's and Contractor's Protective Liability Insurance. (only on projects with exposure of \$50,000.00 and up) Contractor, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000.

6. The named insureds for this insurance shall be the Village of Trout Valley. The Village of Trout Valley, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractors works, including

GENERAL INSTRUCTIONS

activities performed by or on behalf of the Contractor: products and completed operations of the contractor: premises owned, leased, or used by the Contractor: or automobiles owned, leased, hired, or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded the Village of Trout Valley, its officials, agents, employees, and volunteers. The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary coverage for Owner and Engineer.

7. Professional Liability Insurance. Reserved
8. Environmental Impairment/Pollution Liability Coverage - Reserved

Verification of Coverage: The Bidder shall furnish with the Village certificates of insurance, naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

Subcontractors. The Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Assumption of Liability: The bidder assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Village, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same.

GENERAL INSTRUCTIONS

This indemnity hold harmless provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Village under federal or state law in an effort to set aside the contract.

The Bidder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

Safety/Loss Prevention Program Requirements:

Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal if requested by the Village.

Evidence of completed employee safety training can be provided if requested by the Village.

Regulatory Requirements

Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

Site and work area protection, and security

The contractor shall provide and erect acceptable physical barriers, solid barricades, fences, signs, and other vehicular and pedestrian traffic control devices to protect and secure the demolition work site from the public, and to protect from damage or access adjacent properties, adjacent property items, and adjacent occupants and transient persons, as required by applicable regulations. Until the time of substantial completion, the project site shall not be left open and the site shall not be left unsecured at any time the contractor is not on site or the work is being completed.

Legal Jurisdiction

The Contractor and the Village expressly consent to jurisdiction in the Circuit Court of the Twenty-second Judicial Circuit, McHenry County, Illinois.

GENERAL INSTRUCTIONS

Every Bidder's Proposal shall be accompanied by:

- (1) A letter from a surety company, licensed to do business in the State of Illinois with a Best's Key Rating Guide of A-, Class XI or greater and be listed in the most recently published Listing of Approved Sureties of the U.S. Department of Treasury Circular 570, stating that it will execute Bonds in the form included in the Contract Documents upon award of the Contract to Bidder.
- (2) A letter from Bidder's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

Any Bidder's Proposal that fails to comply with this Instruction may be rejected, or, if not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with this Instruction.

11. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with the required Bid Security (see Section 9), the required surety and insurance commitment letters (see Section 10) and all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All documents designated in the Bidding Documents or the Contract, including any Addenda, will be considered part of each Bidder's Proposal whether attached or not. The Bidder's Proposal form shall not be removed from this bound Bid Package.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these General Instructions and the following:

- A. That the Bid is premised upon performing and finishing the Work required by the Contract Documents without exception and applying such means, methods, techniques, sequences or procedures of construction (if any) as may be required by the Contract Documents;
- B. That Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolutions thereof by the Engineer is acceptable to the Bidder; and
- C. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

GENERAL INSTRUCTIONS

12. **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 8 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 8 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.

13. **Public Opening of Bidder's Proposals**

Bidder's Proposals will be opened and the Price Proposals will be read aloud publicly at the time and place indicated in the Invitation for Bidder's Proposals or as soon thereafter as possible. Bidders or their agents are invited to be present. All Bidder's Proposals received after the specified time of opening will be returned unopened.

14. **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. **Most Favorable Bidders.** A preliminary determination as to eligibility of up to three Bidders (herein referred to as "Most Favorable Bidders") who shall be eligible for further consideration 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 Bidder's performance on other relevant projects, and all other relevant facts or matters mentioned in the Bidding Documents or the Contract or that Owner may legally consider in making its determination. The making of such a preliminary determination shall not waive Owner's right to reject any and all Bidder's Proposals nor waive such other rights as are set forth in Section 16 of these General Instructions to Bidders.

C. **Final Determination.** The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders. Such additional information may include, but is not limited to, a listing of available

GENERAL INSTRUCTIONS

personnel, plant and equipment; a description of current workloads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, Owner shall issue a Request for Additional Information in the form included in this Bid Package to one or more of the Most Favorable Bidders. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall, at Owner's option, be grounds for the imposition of liquidated damages, as more specifically set forth in Section 9 above.

15. **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, as a principal, 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 15A 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.

D. Deficiencies. Owner expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that:

- (1) submits a Bidder's Proposal that does not contain a lump sum or unit price for each pay item requested;
- (2) submits a Bidder's Proposal on a form other than the Bidder's Proposal form included in the Bidding Documents or alters such form or detaches any part of such form from this bound Bid Package;
- (3) submits a Bidder's Proposal that contains omissions, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the Bidder's

GENERAL INSTRUCTIONS

Proposal incomplete, indefinite or ambiguous as to its meaning, including, but not limited to, conditional surety and insurance commitment letters;

- (4) submits an unsigned or improperly signed Bidder's Proposal;
- (5) submits a Bidder's Proposal containing any provision reserving the right to accept or reject an award or to enter into a Contract pursuant to award; or
- (6) submits a Bidder's Proposal that is not prepared in ink.

If the deficient Bidder is not disqualified, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders and any Special Instructions to Bidders included in this Bid Package.

16. **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 expressly 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 12 of these General Instructions to Bidders in order to avoid the need for readvertisement. 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.

17. **Notice of Award; Effective Date of Award**

GENERAL INSTRUCTIONS

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

18. **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 before, 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 8), date as of the Closing Date, and submit to Owner all five copies of the Contract Agreement, the Contractor's Certification and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Powers of Attorney and authorizing resolutions, if any (see Section 8), and five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract Agreement, 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 9 above. If the submitted documents or any of them fail to comply with the Bidding Documents 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 Agreement 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 the Bidding Documents and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract Agreement, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its Surety Company or companies. The successful Bidder or its agent shall be present at the Closing.

19. **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 otherwise fail or refuse

GENERAL INSTRUCTIONS

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 9 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.

20. Time of Starting and Completion

Work shall commence, shall be continuously and diligently prosecuted, and shall be completed within the Contract Time stated in the Contract.

21. Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

22. General Provisions

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. Owner shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner prior to its submission by Bidder, or such information was properly obtained or developed independently by Owner, or Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

The work to be performed and included in this project shall include the furnishing of all labor, material transportation, tools, supplies, plant, equipment, and appurtenances necessary for the complete and satisfactory construction of the work described within these specifications. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

GENERAL INSTRUCTIONS

Location of the Project

The proposed improvements will be undertaken throughout approximately 5 acres of vacant undeveloped residential lots in the Village of Trout Valley located immediately north to the location of 211 River Drive, Trout Valley, Illinois 60013, as identified and indicated on the plan sheets.

Description of the Project

In general, the nature of the improvements will consist of excavation and construction of a 1/3 acre naturalized fishing pond, and site grading. Work will generally consist of 4.7 acres of site restoration including tree removal, brush clearing, and establishment of native vegetation and plantings, 0.5 acres of wetland enhancement, 1911 square yards of crushed limestone walking path, 387 lineal feet of boardwalk through the on-site wetlands, installation of one prefabricated gazebo, installation of miscellaneous park features including benches, and all incidental and collateral work necessary to complete the project as shown on the plans and described herein. Improvements will be performed within the following Village of Trout Valley parcels: PIN 19-24-177-001, 19-24-177-002, 19-24-177-003, 19-24-177-004 and 19-24-177-005.

All steel materials must be USA made.

Standard Specifications

The Contractor shall perform all work in conformance with applicable sections of the Standard Specifications for Road and Bridge Construction, latest edition by the State of Illinois, Department of Transportation, including all supplements, the Standard Specifications for Water and Sewer Main Construction in Illinois, prepared by the Illinois Society of Professional Engineers, Consulting Engineers Council of Illinois, et al., current edition, and the Project Specifications as contained within the approved engineering plan set entitled “Village of Trout Valley – Nature Park” latest revisions.

Safety

The Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor’s safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work.

Guarantee

The Contractor shall furnish a satisfactory Payment Bond in the amount of One Hundred (100) percent of the Contract Price as security for the faithful performance and payment of all the Contractor obligations under the Contract Documents. Upon completion of all work performed under this contract, prior to final payment, a Maintenance Bond shall be provided by the Contractor and his surety against all defects in materials and workmanship of whatever nature

GENERAL INSTRUCTIONS

for a period of twelve (12) months from the date of final payment for the work by the Owner in the amount of Ten (10) percent of the Contract Price.

Before acceptance by the Owner and final payment, all work shall be inspected and approved by the Owner or his representative.

Project Duration/ Working Hours

Revised Article 108.05 of the Standard Specifications as follows:

“When a completion date plus guaranteed working days is specified, the Contractor shall complete all contract items by **June 15, 2027**, except as specified herein.”

The Contractor will be allowed to complete all clean-up work and punch list items within 10 guaranteed working days after the completion date. Under extenuating circumstances, the Village’s Contracts Inspector may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the guaranteed working days allowed for cleanup work and punch list items.

If the project is not completed within the above time frame, the Contractor is susceptible to any and all liquidated damages provided for in Article 108.09 of the Standard Specifications. No allowance will be made for delay or suspension of work due to the fault of the Contractor.

The Contractor must adhere to the Village ordinance work time schedule. Construction work must be performed during the hours of 7:30 a.m. to 8:00 p.m., Monday thru Saturday. No work must be performed prior to or beyond this period.

Insurance Requirements

The Contractor shall indemnify and hold harmless the Awarding Authority (the Village of Trout Valley), the Engineer (HR Green, Inc.), and their employees in accordance with Section 10 of the General Conditions of this contract.

The Contractor shall obtain and shall furnish to the Engineer, prior to beginning any work, certificates of insurance in accordance with Section 10 of the General Conditions of this contract and the requirements of Article 107.27 of the Standard Specifications naming the Awarding Authority and the Engineer as additionally insured parties.

Pre-Construction Conference

A pre-construction conference shall be held with the Village prior to work starting. At this time the Contractor shall submit a Progress Schedule to the Village for review. The Contractor shall also provide a list of the intended source of materials and the intended list of subcontractors to be used with respect to the project.

The Contractor shall provide original proof of insurance and all required financial

GENERAL INSTRUCTIONS

guarantees at or prior to this meeting.

Maintenance Bond

A maintenance bond in the amount of **10%** of the final cost of all improvements related to the Trout Valley Nature Park shall be posted with the Village for the purpose of:

- a. Guaranteeing and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character and not discernable at the time of final inspection or acceptance by the Village; and
- b. Guaranteeing against any damage to such improvements by reason of the settling of ground, base of foundation thereof.

Such maintenance Guarantee shall also provide that, if such defects have so developed and have not been corrected by developer, then the guarantee may be applied by the Village to correct such defects.

The contractor shall guarantee for one (1) year all work against all defects.

The Sure or Sureties issuing the bond must be acceptable to the Village and must have a Best's Key Rating Guide rating of "A-", Class XI or greater and be listed in the most recently published "Listing of Approved Sureties of the U.S. Department of Treasury Circular 570, with underwriting limitations in excess of the Contract Price.

The cost of the maintenance bond shall not be paid for separately, but will be considered incidental to the contract.

The Maintenance Bond must be in place with the Village prior to release of the final payment.

Fine Grading of Paved Areas, Pads and Sidewalks

Description

This work shall include all labor, material and equipment necessary to fine grade (finish grade) the proposed paved/hardscape areas (HMA, PCC, PAVERS) to proposed finished subgrade prior to installing aggregate subbase for fished hardscape items.

Subgrade shall be brought within 1/2" of elevations shown on the detailed grading plan, less the proposed pavement, pad, or sidewalk depth. Positive drainage shall be maintained at all times during grading.

Basis of Payment

GENERAL INSTRUCTIONS

This work shall include the price of all labor, material, and equipment required to complete work as shown in the contract documents, and all items listed above. Fine grading of paved areas, pads, and sidewalks shall not be paid for as separate items. Costs shall be considered as included in the contract and no additional compensation will be allowed.

Construction Site Video Recording

Description

The Contractor shall prepare pre-construction video documentation of all features in the area affected by construction. All preconstruction recording shall be conducted with digital format equipment. Pre-construction video documentation shall consist of a series of high-resolution, color, Digital Versatile Discs (DVD)s or USB flash drive showing all areas to be affected by construction.

All pertinent exterior features within the project's zone of influence shall be shown in sufficient detail as to document its pre-construction condition. Features to be documented shall include existing conditions, but not be limited to, pavements, curbs, driveways, sidewalks, retaining walls, buildings, landscaping, trees, shrubbery, fences, light poles manholes, etc. View orientation shall be maintained by audio commentary on each DVD or USB flash drive to explain what is being viewed.

Basis of Payment

The completed video documentation shall be delivered to the Engineer or Owner representative prior to the preconstruction meeting. This work shall be incidental to the contract and shall not be paid for as separate items. Costs shall be considered as included in the contract and no additional compensation will be allowed.

SPECIAL INSTRUCTIONS

VILLAGE OF TROUT VALLEY

BID PACKAGE FOR THE CONSTRUCTION OF

Village of Trout Valley – Nature Park

PROJECT 211549.01

SPECIAL INSTRUCTIONS TO BIDDERS

1. **Special Bidding Considerations**

The bidder must provide unit costs and total costs for all items listed in the Schedule of Prices.

The engineering plans were designed for open-cut construction methods, except where otherwise noted.

2. **Special Construction Considerations**

Construction will take place at several existing vacant lots (work area) in the Village of Trout Valley. Special considerations shall be made to provide access to the surrounding neighborhood during construction. Special considerations shall also be made for correspondence and the scheduling of the project. Village must be notified a minimum of 48 hours in advance of mobilizing near the proposed work area. Plan and coordination with Village will be required for interruption of traffic around the work area. The Contractor shall maintain at least one access point to work area during construction.

Clean Construction & Demolition Debris (CCDD) – information regarding CCDD has been obtained by the Village. A copy of the LPC-662 form is included with these documents. The Contractor shall be responsible for obtaining any additional necessary CCDD information or dispose of it appropriately at a landfill.

BIDDER'S PROPOSAL

VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF
Village of Trout Valley – Nature Park
PROJECT 211549.01

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Village of Trout Valley (“Owner”)
P.O. Box 621
Cary, IL 60013

Attention: Robert W. Baker
Village President

Bidder acknowledges and agrees that all capitalized terms in this Bidder's Proposal shall have the meaning given to them in the Bidding Documents and the Contract.

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 Bid Package, including Addenda Nos. _____, [if none, write “NONE”], which are securely stapled to the end of this Bidder's Proposal.

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 Agreement included in this Bid Package: (1) to provide, perform, and complete at the site or sites described in this Bid Package (“Work Site”) and in the manner described and specified in this 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 construction and installation of the *Nature Park* 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 included in this Bid Package; (3) to procure and

BIDDER'S PROPOSAL

furnish all Bonds and all certificates and policies of insurance specified in this 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."

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

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Article II of the General Conditions of Contract included in this Bid Package, take in full payment for the Work and all other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; compensation to all Subcontractors and Suppliers; and such risks and changes in the Work as Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract Documents:

SCHEDULE OF PRICES

SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

1. UNIT PRICES

BASE BID:

	CODED PAY ITEMS	UNITS	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LSUM	1		
2	CONSTRUCTION LAYOUT	LSUM	1		
3	STABILIZED CONSTRUCTION ENTRANCE	EACH	1		
4	TRAFFIC CONTROL AND PROTECTION - SPECIAL	LSUM	1		
5	INLET AND PIPE PROTECTION	EACH	1		
6	TEMPORARY DITCH CHECK	EACH	3		
7	PERIMETER EROSION BARRIER	FOOT	3,205		
8	TREE REMOVAL, ACRES	ACRE	5.43		
9	SOIL PREPARATION & HERBICIDING (2X) PRIOR TO NATIVE SEEDING	ACRE	3.9		
10	TOPSOIL EXCAVATION AND PLACEMENT - 6"	CU YD	1,326		
11	EARTH EXCAVATION	CU YD	2,621		
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,209		
13	NATURAL LIMESTONE OUTCROPPINGS (12"-48")	SQ FT	739		
14	SEEDING, CLASS 1B	ACRE	0.6		
15	NATIVE SEEDING - MESIC SHORTGRASS PRAIRIE	ACRE	3.2		
16	NATIVE SEEDING - WET MESIC PRAIRIE	ACRE	0.1		
17	NATIVE SEEDING - WET PRAIRIE SEED	ACRE	0.6		
18	EROSION CONTROL BLANKET, S75-BN	SQ YD	21,790		
19	TURF REINFORCEMENT MAT	SQ YD			
20	PAVILLION STRUCTURE - PREFABRICATED	LSUM	1		
21	BENCHES	EACH	8		
22	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	SQ YD	112		
23	GEOTEXTILE FABRIC	SQ YD	4,268		

SCHEDULE OF PRICES

24	CRUSHED GRAVEL TRAIL - MAIN, LABYRINTH	SQ YD	1,911		
25	INCIDENTAL HOT MIX ASPHALT SURFACING, MIX "D", IL-9.5, N50, 3"	TON	77		
26	ELEVATED WALKWAY	FOOT	387		
27	NATIVE HERBACEOUS PERENNIAL PLANTING (EMERGENT PLANT PLUGS)	EACH	475		
28	DECIDUOUS TREE 2" CALIPER, BALLED AND BURLAPPED	EACH	27		
29	EVERGREEN TREE 6FT HT, BALLED AND BURLAPPED	EACH	60		
30	DECIDUOUS SHRUB, CONTAINER GROWN, 5-GALLON	EACH	7		
31	EVERGREEN SHRUB, CONTAINER GROWN, 5-GALLON	EACH	29		
32	PERENNIAL, CONTAINER GROWN, 1-GALLON	EACH	8		
33	BALANCE CHALLENGE ELEMENT	EACH	6		
34	DECORATIVE BOULDER	EACH	5		
35	TREE PROTECTION	EACH	6		
36	SOLAR POWER PANEL ASSEMBLY	EACH	1		
37	SOLAR POND AERATOR	EACH	1		
38	TRASH RECEPTACLES	EACH	2		
39	DOG WASTE STATIONS	EACH	2		
40	FISHING LINE RECYCLING BIN	EACH	3		
41	MULCH PLACEMENT 3"	SQ YD	77		
42	FORMAL PLANTING BED PREPARATION	SQ FT	687		
43	MANAGEMENT, MONITORING & REPORTING OF NATIVE PLANTINGS	YEAR	3		

TOTAL BASE BID CONTRACT PRICE (the sum of the extensions):

_____ Dollars and _____ Cents
 (in writing) (in writing)

_____ Dollars and _____ Cents
 (in figures) (in figures)

SCHEDULE OF PRICES

If there is a "Last Minute" change in a price for an item in this Schedule of Prices, Bidder may utilize the item below to avoid changing the tabulated extension of the affected Unit Price Item and resulting Contract Price Total. The amount, if any, shown in the item below shall be added or deducted to the Total Contract Price for the Work, as indicated by Bidder by placing an "X" in the applicable box or boxes below. **Any Bidder's Proposal that fails to indicate whether the amount or amounts shown are to be added to or deducted from the Contract Price Total for such Unit Price Item may be rejected or may be interpreted as a "deduct."**

We will ☐ ADD \$ _____

or

☐ DEDUCT \$ _____

for _____

(Describe the Unit Price Item No. and/or Basis for the Change)

We will ☐ ADD \$ _____

or

☐ DEDUCT \$ _____

for _____

(Describe the Unit Price Item No. and/or Basis for the Change)

We will ☐ ADD \$ _____

or

☐ DEDUCT \$ _____

for _____

(Describe the Unit Price Item No. and/or Basis for the Change)

NOTE: THE AMOUNT OR AMOUNTS SHOWN TO BE ADDED TO OR DEDUCTED FROM THE CONTRACT PRICE TOTAL FOR SUCH UNIT PRICE ITEM (I) SHALL NOT BE UTILIZED AS AN ALTERNATE TO SUPPLYING A SEPARATE REQUESTED PRICE FOR EACH AND EVERY ITEM NAMED IN THE BIDDER'S PROPOSAL FORM AND (II) SHALL BE BASED ON UNIT PRICE ITEMS THAT FULLY COMPLY, WITHOUT EXCEPTION, TO THE SPECIFICATIONS INCLUDED IN THIS BID PACKAGE AND ALL OTHER REQUIREMENTS OF THE CONTRACT.

SCHEDULE OF PRICES

2. 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 Engineer'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. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. 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
6. 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 such risks, changes, and Subcontractor or Supplier claims, or payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

Revised Article 108.05 of the Standard Specifications as follows:

“When a completion date plus guaranteed working days is specified, the Contractor shall complete all contract items by **June 15, 2027** except as specified herein.”

The Contractor will be allowed to complete all clean-up work and punch list items within **10**

SCHEDULE OF PRICES

guaranteed working days after the completion date. Under extenuating circumstances the Village's Contracts Inspector may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the guaranteed working days allowed for cleanup work and punch list items.

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 12 and 16 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only Persons interested in this Bidder's Proposal as principals are those named in the Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other Person.

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 Bidders, 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 7 of the Invitation for Bidder's Proposals included in this Bid Package.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 7 of the Invitation for Bidder's Proposals included in this Bid Package for the sum of _____ dollars (\$_____), which is equal to at least ten percent of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

SCHEDULE OF PRICES

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 Agreement, 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 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 ten percent of Bidder's Price Proposal, whichever is greater, 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 16 of the General Instructions to Bidders and Section 1 of the Special Instructions to Bidders included in this Bid Package.

10. **Bidder's Obligations**

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 Bidding Documents and the Contract, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 2026.

Attest/Witness

Bidder

By: _____

By: _____

Title: _____

Title: _____

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

SCHEDULE OF PRICES

ADDENDA TO BID PACKAGE

Each Bidder shall securely staple to this page any and all Addenda issued prior to the opening of Bidder's Proposals. Each Bidder shall also list all such Addenda in the place provided therefor in the Bidder's Proposal form.

If Bidder received no Addenda, Bidder shall so indicate by placing an "X" in the box below:

☐

No Addenda Received

ACKNOWLEDGMENT

VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF
Village of Trout Valley – Nature Park
PROJECT 211549.01

BIDDER’S SWORN ACKNOWLEDGMENT

_____ (“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 Acknowledgment are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

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 _____.

Pursuant to a Resolution of the corporation’s Board of Directors taken on _____, a certified copy of which is hereto attached, _____, who is the _____ of the corporation, is authorized to sign this Bidder’s Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

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

The stockholders of the corporation who own 10 percent or more of its stock of any class are as follows:

ACKNOWLEDGMENT

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **Partnership**

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>	<u>PERCENTAGE OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable]**

3. **Individual**

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:
_____.

ACKNOWLEDGMENT

Pursuant to a power of attorney executed by Bidder on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder’s Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

4. Joint Venture

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</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____

[For each signatory indicate the type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder’s Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable]**

ACKNOWLEDGMENT

DATED this _____ day of _____, 2026.

Attest/Witness

Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 2026.

My Commission Expires: _____

[SEAL]

Notary Public

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

WORK HISTORY STATEMENT

VILLAGE OF TROUT VALLEY

BID PACKAGE FOR THE CONSTRUCTION OF

Village of Trout Valley – Nature Park

PROJECT 211549.01

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

WORK HISTORY STATEMENT

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>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Commenced	_____	_____	_____
Date Completed	_____	_____	_____
DATED this _____ day of _____, 2026.			
Attest/Witness	_____		
	Bidder		
By: _____	By: _____		
Title: _____	Title: _____		
Subscribed and Sworn to before me this _____ day of _____, 2026.	My Commission Expires: _____		
_____	[SEAL]		
Notary Public			

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

BID BOND

VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF

Village of Trout Valley – Nature Park
PROJECT 211549.01

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____,
(Here insert full name and address of Bidder)

as Principal, hereinafter called Bidder, and

_____,
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Trout Valley, P.O. Box 621, Cary, IL 60013, as Oblige, hereinafter called Owner, in the full and just sum of _____ Dollars (\$ _____), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated _____, 2018, to Owner entitled "Contract for the Construction of ***Trout Valley Nature Park (Contract 211549.01)*** -- Bidder's Proposal" (the "Proposal"), 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 Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract Agreement and the Contractor's Certification, in the form included in the bound Bid Package, and all other required documentation related to the Contract, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Proposal, 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 the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Proposal, and Surety does hereby waive notice of any such extension.

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

BID 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 _____, 2026.

Attest/Witness:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

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

STATEMENT OF RESPONSIBILITY
VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF
Village of Trout Valley – Nature Park
PROJECT 211549.01

REQUEST FOR ADDITIONAL INFORMATION

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: **[MOST FAVORABLE BIDDER]**
[ADDRESS OF MOST
FAVORABLE BIDDER]
("Bidder")

FROM: Village of Trout Valley
P.O. Box 621
Cary, IL 60013
("Owner")

Owner has preliminarily found your Bidder's Proposal for the "Contract for the Construction of *Nature Park (Contract 211549.01)*" dated _____, 2026, to be one of the most favorable to the interests of Owner.

To be eligible for further consideration, you must provide the items of information checked below:

- ☐ 1. The attached Sworn Statement of Responsibility.
- ☐ 2. Other Information identified as follows:

[LIST OTHER REQUIRED INFORMATION]

The requested information must be provided at the address of Owner set forth above within business days of your receipt of this Request.

Failure to supply the requested information within the indicated time shall result, at Owner's option, in the imposition of liquidated damages as more specifically set forth in Section 9 of the General Instructions to Bidders.

DATED this ____ day of _____, 2026.

VILLAGE OF TROUT VALLEY

By: /s
Robert W. Baker
Village President

STATEMENT OF RESPONSIBILITY

VILLAGE OF TROUT VALLEY

BID PACKAGE FOR THE CONSTRUCTION OF

Village of Trout Valley – Nature Park

PROJECT 211549.01

BIDDER’S SWORN STATEMENT OF RESPONSIBILITY

Confidential

**THIS FORM NEED NOT BE COMPLETED WHEN
SUBMITTING INITIAL BIDDER’S PROPOSAL**

_____ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Statement of Responsibility 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 Statement of Responsibility and that the statements contained in this Sworn Statement of Responsibility are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

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

1. **Superintendent**

The following superintendent will be assigned to supervise the Work:

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YEARS IN CURRENT OCCUPATION</u>
_____	_____	_____

2. **Owned Equipment**

The following equipment is owned by Bidder, is in good working order, and is available for, and will be employed in, the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>

3. **Purchased Equipment**

The following equipment is known by Bidder to be available, will be purchased by Bidder, and will be employed in the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>

4. **Leased Equipment**

The following equipment is known by Bidder to be available, will be leased by Bidder, and will be employed in the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>

5. **Inventory**

The following materials and supplies are currently in Bidder's inventory, are uncommitted to any other project, and will be employed in the Work:

<u>INVENTORY ITEM</u>	<u>QUANTITY AVAILABLE</u>

6. **Subcontractors' and Suppliers' Commitments**

Bidder has entered into contracts for, or has received firm offers for, all subcontract work and all materials required to complete the Work except as noted and explained below:

7. **Subcontractor and Supplier Relations**

Bidder normally employs one or more of the following subcontractors or suppliers for projects such as the Work:

<u>SUBCONTRACTOR OR SUPPLIER</u>	<u>TRADE OR TYPE</u>

8. **Unions**

Bidder anticipates employing, either directly or through subcontractors, trades represented by the following union locals:

<u>TRADE</u>	<u>UNION LOCAL</u>	<u>CONTRACT EXPIRATION</u>

9. **Current Projects**

Bidder is currently involved in the following on-going construction projects and no others:

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>PROJECTED COMPLETION DATE</u>	<u>CONTRACT BALANCE</u>

10. **Status of Current Projects**

None of the current projects listed in Item 8 above are in default, subject to damages or penalties for delay, behind schedule or over budget except as noted and explained below:

11. **Potential Projects**

Bidder currently has outstanding bids or proposals on the following construction projects and no others:

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>SCHEDULED COTRACT TIME</u>	<u>APPROX. BID AMT.</u>

12. **Contracts Abandoned**

Neither Bidder nor any predecessor organization has ever failed to complete a contract except as noted and explained below:

13. **Contract Defaults**

Neither Bidder nor any predecessor organization has ever defaulted on, or been terminated for cause on, a contract except as noted and explained below:

14. **Litigation**

Neither Bidder nor any predecessor organization is, or within the past five years has been involved as, a party to any litigation except as noted below:

<u>CASE NAME</u>	<u>COURT JURISDICTION</u>	<u>DOCKET NUMBER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. **Financial Strength**

Provide copies of Bidder's (or any predecessor organization's) audited financial statements for the last two fiscal years, including, at a minimum, income statement, balance sheet and statement of changes in financial position, together with footnotes. In addition, complete the following Condensed Net Worth Statement as of the most recently ended calendar quarter:

CONDENSED NET WORTH STATEMENT

ASSETS

1.	Cash.....	\$ _____
2.	Stocks and Bonds.....	_____
3.	Notes Receivable	_____
4.	Accounts Receivable (including bid deposits & amounts accrued on uncompleted contracts)	_____
5.	Accrued Interest	_____
6.	Real Estate	_____
7.	Material Inventory	_____
8.	Equipment (depreciated value)	_____
9.	Furniture and Fixtures (depreciated value)	_____
10.	Other Assets	_____
	Total Assets.....	\$ _____

LIABILITIES AND EQUITY

1. Notes Payable..... \$ _____
 2. Accounts Payable..... _____
 3. Mortgages Payable..... _____
 4. Other Liabilities _____
 5. Reserves _____
 6. Capital Stock..... _____
 7. Surplus (net worth) _____
 - Earned \$ _____
 - Unearned \$ _____
- Total Liabilities and Equity \$ _____

16. **Joint Venture Documents**

If Bidder is a joint venture, provide a true and correct copy of Bidder's Joint Venture Agreement, together with any and all agreements between the signatories thereto relating to the Bidder's Proposal, the Work or the Contract.

DATED this _____ day of _____, 2026.

Attest/Witness

Bidder

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 2026.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 8,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF TROUT VALLEY
BID PACKAGE FOR THE CONSTRUCTION OF
Village of Trout Valley – Nature Park
PROJECT 211549.01

NOTICE OF AWARD

PERSONAL DELIVERY OR CERTIFIED MAIL/RETURN RECEIPT REQUESTED

TO: **[SUCCESSFUL BIDDER]**
[ADDRESS Of
SUCCESSFUL BIDDER]
 (“Contractor”)

FROM: Village of Trout Valley
 P.O. Box 621
 Cary, IL 60013
 (“Owner”)

On the [/] day of **Month**, 2026, Owner found to be most favorable to the interests of Owner the Bidder’s Proposal submitted by Contractor and dated on the [/] day of **Month**, 2026, in which Contractor proposes to contract with Owner, in the form of the Contract Agreement included in the Bid Package to perform the following Work: (1) to provide, perform, and complete at the 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 construction and installation of the **Nature Park**, 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 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.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE UNIT PRICES SET FORTH IN THE BIDDER’S PROPOSAL.

A Closing will be held at [__:___.m.] on the [/] day of **Month**, 2026, at the above listed office of Owner at which time the Contract Agreement will be executed by Owner provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 18 of the General Instructions to Bidders included in the Bid Package on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner’s option, in the imposition of liquidated damages and the annulment of this award, or in Owner’s exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 9, 18, and 19 of the General Instructions to Bidders included in the Bid Package.

NOTICE OF AWARD

**CONTRACTOR WILL BE DIRECTED TO COMMENCE THE WORK IMMEDIATELY
UPON EXECUTION OF THE CONTRACT AGREEMENT BY OWNER AT THE CLOSING.**

DATED this / / day of Month, 2026.

VILLAGE OF TROUT VALLEY

By:

Robert W. Baker
Village President

VILLAGE OF TROUT VALLEY
TROUT VALLEY NATURE PARK

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CIVIL, LANDSCAPING, & PARK AMENITIES

STABILIZED CONSTRUCTION ENTRANCE

Description

This work shall consist of the construction of a temporary stabilized construction entrance as needed by the contractor and at the direction of the Village. If additional site access locations are deemed necessary to complete the project as described in these Special Provisions, they shall be coordinated with the Village prior to installation. Construction entrances may be constructed in the locations identified on the plans east adjacent to the intersection of Golf Lane and Fox Harbor Road. Under no circumstances shall the contractor access the site adjacent from any wetlands identified on the plans.

Materials

Each additional site access location approved by the Village shall require installation of temporary stabilized construction entrance. The entrance shall be constructed of stone, timbers, or another non-erodible material as to minimize the amount of debris and sediment tracked from the work area. The material used in the construction entrance must be approved by the Engineer prior to construction of the entrance. The temporary construction entrances must protect and avoid all existing infrastructure including but not limited to HMA pavement, roadway culverts, and existing signs.

Method of Measurement

This work shall be measured for payment in Each. Prior to placement of the temporary construction entrance, the Village must approve the location and size. It is assumed that one construction entrance will be necessary. Any additional entrances must be coordinated with the Engineer prior to placement.

Basis of Payment

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

TREE REMOVAL, ACRES

Description

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

As directed by the Engineer, work located within the wetlands shall be done by hand and no tracking or equipment shall be allowed within the wetland limits. Refer to notes on the plans regarding preservation of select species.

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

Removal of any tree or shrub greater than 3" DBH may only be completed between the dates of November 1st and March 31st.

Work includes the removal of tree stumps greater than 4 inches diameter. Stumps and root balls of trees/shrubs less than 4 inches diameter are not to be removed but rather allowed to decompose in place.

Submittals

The Contractor shall submit to the Owner for approval a complete list of all materials to be used during this portion of the work. Include complete data on source, amount and quality. This submittal shall in no way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the owner.

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

The contractor shall preserve all woody species that are identified to be preserved and do not interfere with the proposed improvements. Trees and shrubs that are preventing access to the site shall be removed by cutting with machinery deemed necessary by the contractor and/or with hand tools including, but not necessarily limited to, gas powered chain saws, gas powered clearing saws, bow saws, and loppers.

All stumps shall remain and be cut flush with the surrounding grade. All cut material shall be hauled to a staging area for temporary stockpile, and then disposed of off-site.

Burning of debris will not be allowed on site.

No piles shall remain on-site for more than 14 days.

A supply of chemical absorbent shall be maintained at the project site. Any chemical spills shall be properly cleaned up and reported to the Owner within 24 hours. The contractor shall maintain copies at the project site of all MSDS's (material safety data sheets) for all chemicals utilized during completion of the work.

Inspection.

After completion of selective woody brush and tree removal, the contractor shall schedule with the Owner a provisional acceptance inspection of the work.

Method of Measurement.

This work shall be measured for payment in ACRES.

Basis of Payment.

This work shall be paid for at the contract unit price per ACRES for TREE REMOVAL which price shall include all materials, labor, machinery, and associated work..

SOIL PREPARATION & HERBICIDING PRIOR TO NATIVE SEEDING (2X) PRIOR TO NATIVE SEEDING

General

Description

Preparation of soil prior to native seeding.

Submittals

- Equipment: List of equipment intended to be used.

Materials and Products

- Glyphosate or equivalent use in areas without standing water
- Glyphosate or equivalent in a form approved for aquatic applications in areas with standing water or saturated soils
- Garlon 4 or equivalent use for woody basal applications
- Garlon 3 or equivalent for use for foliar applications
- Other products such as grass-specific herbicides may be proposed

Execution of Work

Method

- Areas not regraded shall be herbicided twice (2×) during the growing season and lightly

disced/tilled once (1×) between herbicide treatments until near 100% of vegetation is dead.

- In areas not regraded ruts, rills, etc should be fine graded prior to seeding.
- Areas that are regraded do not need additional preparation prior to seeding.
- Areas with standing water or saturated soils shall be herbicided so that near 100% of vegetation is dead.
- No seeding shall be done sooner than 2 weeks after the last herbicide treatment.
- All foreign matter and soil clumps larger than three inches in any dimension shall be removed.
- Soil must be recently lightly scarified and no rain events shall have occurred between scarification and seeding or soil needs to be re-scarified immediately prior to seeding.
- Seeding areas shall be stabilized with erosion control measures per the plans within 24 hours of seeding.

Inspection and Acceptance

- The contractor will meet with the owner or representative after completion of soil preparation to inspect and accept work.

Basis of Payment

This work shall be paid for at the contract unit price per ACRE for SOIL PREPARATION & HERBICIDING (2X) PRIOR TO NATIVE SEEDING which price shall include all materials, labor, machinery, and associated work.

EARTH EXCAVATION

Description

This work shall be performed in accordance with applicable portions of Section 202 and 205 of the Standard Specifications, and as directed by the Engineer. This work shall be performed within limits shown on the plans.

Construction

The earth excavation required to reshape the existing grade shall be graded and shaped into a pond which shall be utilized for fishing. Side slopes may not exceed 3:1 (Horizontal:Vertical) up to the pond safety shelf and 4:1 sloping up towards the 6' trail tie-in. Sloped grading must be free flowing and natural appearing.

Shaping of permanent stockpiles (berm locations) shown on plans must be coordinated with the Engineer to ensure positive drainage.

If excavated materials are required to be dewatered prior to trucking, the engineer shall approve dewatering location.

No additional compensation will be provided for the handling, removal and disposal of any non-soil debris including concrete, concrete block, brick, stone, metal, plastic, wood material or other debris encountered during work. Any non-soil debris encountered during earth excavation shall be removed from the site and disposed of properly in accordance with State and Federal laws and regulations. This work shall be consistent with the plans and the Fishing Pond Typical Section and contours depicted on the Grading sheets. Earth excavation shall not include the over excavation of material due to the installation of stone riprap or other stone structures.

The plans identify two forms of earth excavation. Earthwork for grading and shaping is assumed where the existing surface is being excavated for the proposed fishing pond as well as the placing of cut top soil material for the creation of proposed berms (permanent stockpiles). Earthwork for proposed berms will include embankment construction utilizing the methods specified in accordance with Section 205 of the Standard Specifications. Shaping of permanent stockpiles (berm locations) shown on plans must be coordinated with the Engineer to ensure positive drainage.

A temporary topsoil stockpile location is identified on the plans and shall be utilized to store excavated topsoil material exclusively. The temporary stockpile location may be modified as directed by the Village or the Engineer.

The topsoil obtained from the earth excavation associated with the fishing pond shall be set aside and utilized onsite for proposed berms and prairie planting areas. Onsite topsoil in excess of what is required for prairie planting areas may be respread over the site in low areas, with Engineer approval.

The basis of payment for topsoil work shall be TOPSOIL EXCAVATION AND PLACEMENT – 6" and shall be performed in accordance with applicable portions of Section 211 of the Standard Specifications, and as directed by the Engineer. With this consideration, all berm structural fill (cut from pond) shall achieve a laboratory tested standard proctor density or 95% (ASTM D698 or D1557) and the top 6" of topsoil on the berm shall only require a visual inspection for light compaction where "firm" but not "overly dense" and suitable for effective germination, root growth, and water infiltration.

The project area may be a potential habitat for state threatened or endangered species, including the Prairie Buttercup. No excavations shall be left open overnight. The area where work is being conducted shall be searched prior to starting excavation. If the species is encountered, the Contractor must contact the Engineer immediately to allow for conservation measures to be taken to help promote the continued existence of this plant in the area.

Two (2) soil borings were completed on the site. The results of the borings and LPC-662 form are included at the end of these special provisions.

Method of Measurement

This work shall be measured for payment in CUBIC YARDS.

Basis of Payment

This work shall be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION which price shall include all of the items listed above and in the Standard Specifications. TOPSOIL EXCAVATION AND PLACEMENT – 6" and associated work shall be paid for separately.

NATURAL LIMESTONE OUTCROPPING (12"-48")

Description

This work shall consist of installation of limestone outcropping slabs in the location shown on the plans. The stones shall adhere to the typical dimensions as shown on sheet C-07 of the plans. Non-woven geotextile shall be keyed in to the native soils as shown on sheet C-07. The subbase for the limestone outcroppings shall consist of CA-7 washed aggregate. The subbase shall be applied in compacted in lifts no greater than six (6) inches. The outcropping slabs shall be keyed into the surrounding soil such that the uphill edge of each stone is no greater than two (2) inches is protruding from the ground surface. Limestone outcropping slabs furnished by the Contractor shall comply with the following requirements:

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

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

An example of a limestone outcropping is depicted in the photo below:



Method of Measurement

This work shall be measured for payment in SQUARE YARDS.

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE YARDS for NATURAL LIMESTONE OUTCROPPING (12"-48") which shall include all materials, labor, machinery, geo-textile fabric, stone bedding, Limestone and associated work to install the Limestone Outcropping.

NATIVE SEEDING

- MESIC SHORTGRASS PRAIRIE
- WET MESIC PRAIRIE
- WET PRAIRIE SEED

General

Description

- Installation of native seed.

Submittals

- Equipment: list of equipment intended to be used.
- Materials: list of all nursery pull sheet information. Substitutions made to the original seed lists shall be approved by the project ecologist.
- Submit record drawings that show in red ink any field changes from the original plans.

Materials & products

Materials

- Native seed shall be from within a 250-mile radius of the project site.
- Native seed mixtures and quantities: see plan

Execution of work

Method

- Seeding should be conducted in spring as soon as the soil is in a workable condition but no later than June 30 or as a fall/winter dormant seeding after November 1st.

- Native seed can be installed from July 1 – October 31 at the contractor's discretion and with owner approval.
- Seed should be installed with a drill or no-till seeder or broadcast by hand or spreader into a recent lightly scarified soil surface. No rain events shall have occurred between scarification and seeding or soil needs to be re-scarified immediately prior to seeding.
- Seeding shall not occur within two weeks of areas treated with herbicide.
- Specified erosion control shall be installed within 24 hours of seeding.

Inspection & acceptance

- The contractor will meet with the owner or representative after completion of seeding to inspect and accept work.

Performance standards

- Seeded areas will meet or exceed 80% total (aerial) plant cover with at least 60% relative cover by seeded species in each plant community zone at the end of the third growing season. Non-native and/or invasive native species collectively will not be greater than 30% relative cover in each plant community zone. Invasive/non-native shrub and tree resprouts will not exceed 5% of any plant community zone.
- If seeded areas fail to meet the performance standard the contractor will remediate as agreed upon by the owner. Note that contractor is not required to perform remedial seeding/planting for a minimum of one growing season. Reseeding is not held to an additional three-year years of maintenance and performance standards.

Method of Measurement

This work shall be measured for payment in ACRE.

Basis of Payment

This work shall be paid for at the contract unit price per ACRE for NATIVE SEEDING, MESIC SHORTGRASS PRAIRIE, NATIVE SEEDING, WET MESIC PRAIRIE, and NATIVE SEEDING, WET PRAIRIE SEED, which price shall include all material, storage, machinery, labor, all other items associated with installing the seed. Work associated with soil preparation will be paid for separately under Soil Preparation & H pay item

PAVILLION STRUCTURE – PREFABRICATED

Description

This work shall consist of the installation of pavilion structure per manufacturer's specifications. The green roof system shall be supplied by the Contractor and installed by Intrinsic landscaping, Inc. or approved equal. The Contractor shall supply a shop drawing of the green roof system for approval. Pre-vegetated mats shall be used for vegetation. A list of plant species used in the per-vegetated mats shall be provided for approval prior to installation. A rain barrel adjacent to the green roof structure will need to be tied into the system and is considered included as part of the system.

Intrinsic Landscaping Inc.
Kurt Horvath – 847-391-9266
4336 Regency Dr.
Glenview, IL 60025

At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

Green Roof Contractor Qualifications

Utilize an installer having successfully completed green roof installation similar in design, material, and extent indicated on this project within the last five (5) years.

Method of Measurement

For this item of work for which specific LUMP SUM price is established in the contract, the quantity of work will not be measured for payment.

Basis of Payment

Payment for this item is made at the contract LUMP SUM price for PAVILLION STRUCTURE – PREFABRICATED and will constitute full compensation for the completion of the work which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

BENCHES

Description:

This work shall consist of the installation of benches per manufacturer's specifications.

Construction

Refer to details on sheet L 504 for details. Furnishing shall be surfaced mounted.

Method of Measurement:

This work shall be paid for at the contract unit price per EACH.

Basis of Payment:

This work shall be paid for at the contract unit price per EACH for BENCHES which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH

Description

Add the following to the end of Section 423.02 to include the following:

"Synthetic fibers for reinforcement shall be added to the concrete mixture. Synthetic fibers shall comply with ASTM C 1116 and shall be added to the concrete mix and mixed per the manufacturer's recommendation."

Method of Measurement

This work shall be measured for payment per SQUARE YARD.

Basis of Payment

This work will be paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH, which shall include all labor, material, and equipment required to complete the work as shown in the contract documents.

GEOTEXTILE FABRIC

Description

This work shall consist of furnishing and installing geotextile fabric beneath proposed fishing pond rock outcropping CA-7 washed stone and beneath excavated subgrade from pond on the Crushed Gravel Trail – Main Path, Labyrinth Path and Hot-Mix Asphalt (HMA) Trail. Beneath the rock outcropping's compacted CA-7 washed stone base, the fabric shall be keyed into the native subgrade soils to primarily prevent soil and stone from mixing, maintaining a stable foundation. Beneath the excavated subgrade from pond and beneath the limestone screening, the geotextile fabric shall serve as a separation and stabilization layer. See plan landscape details for more information.

Materials

The geotextile shall be a non-woven, polypropylene fabric meeting the following minimum properties:

Grab tensile strength: ≥ 250 lbs (ASTM D4632)

Puncture resistance: ≥ 90 lbs (ASTM D4833)

Trapezoidal tear strength: ≥ 100 lbs (ASTM D4533)

Permittivity: $\geq 1.5 \text{ sec}^{-1}$ (ASTM D4491)

UV resistance: $\geq 70\%$ retained strength after 500 hours (ASTM D4355)

Minimum weight: 8 oz/sy

Associated Base Materials:

- Fishing Pond Outcroppings: Compacted washed stone base under the rock outcropping stones. CA-7 washed stone placed above the geotextile fabric.
- Crushed Gravel Trail: Compacted gravel base with a 6" depth aggregate gravel base placed over geotextile fabric.

Method of Measurement

This work shall be measured for payment in SQUARE YARDS including any overlaps, keyed edges, and vertical returns as shown on the plans or directed by the Engineer.

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE YARD for GEOTEXTILE FABRIC which price shall include all labor, materials, equipment, and incidental work necessary for furnishing, placing, and securing the fabric in accordance with the plans and Standard Specifications.

CRUSHED GRAVEL TRAIL

- **MAIN PATH**
- **LABRYINTH PATH**

Description

This work shall consist of all labor, materials, and equipment to construct a limestone screening trail on a prepared subgrade. This work shall be done in accordance with Article 481 and 301 of the Standard Specifications except as noted below:

This work shall consist of furnishing, placing, shaping, and compacting the aggregate to the satisfaction of the Resident Engineer. It is recommended to use bottom dump trailers for furnishing and placing of the path due to the tree overhang but no damage shall occur to any trees with the chosen method. The area of the path is not wide enough for trucks and equipment to pass in opposite directions. Coordination should be utilized to complete this work safely while protecting the trees.

Materials:

Excavated material from the on-site pond is to be used as the sub-base for the crushed gravel trail.

The limestone trail top course shall meet the gradation requirements as follows:

Sieve Size	Percent Passing
3/8" square sieve	100
No. 4	84-100
No. 100	0-40
No. 200	0-30

Quality Assurance:

It is the responsibility of the Contractor to verify the accuracy of all survey information prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.

Earthwork:

Earthwork shall consist of furnishing all labor, materials, tools and equipment necessary to grade the trail in accordance with the drawings and details for Crushed Gravel Trail – Main Path and Crushed Gravel Trail – Labyrinth Path. This will at a minimum include rough and finish grading to approved grades, excavation of organic or unstable soils; excavation, stockpiling and redistribution of topsoil; placing and grading supplemental topsoil, hauling away excess material, grading and shaping ditches, and all other grading and excavation operations unless otherwise called for in the plans and specifications.

Subgrade shall be prepared in accordance with Section 301 of the Standard Specifications and shall be graded to accomplish the proposed lines and levels indicated on the plans.

Grading:

Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified areas. Compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades. Finish surfaces free from irregular surface changes.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations and drip lines of trees to remain.

Dispose of excess soil material and waste materials as herein specified.

Compaction:

Subbase shall be compacted in accordance with Section 311 of the Standard Specifications. Control soil compaction during construction providing minimum percentage of density specified for area classification. Do not allow equipment traffic to overly compact areas beyond specified percentages. Remediate over compaction as directed by the Engineer including ripping, regrading and re-compaction or over-excavation and in-kind replacement per plan.

1. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages for maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D1557; and not less than the following percentages of relative density; determined in accordance with ASTM 2049, for soils which will not exhibit a well defined moisture density relationship (cohesionless soils).

a. Limestone Screening Surface Course - 95%

2. Moisture Control:

a. Where sub-grade or lift of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

b. Before compaction, moisten or aerate each layer as necessary to provide optimum content. Compact each later to required percentages of maximum dry density or relative dry density for each area classification.

c. Do not perform compaction operations on excessively wetted soils.

Provide a 4" compacted lift of specified Crushed Limestone Screening Top Course to the elevations either described or implied by the Contract Drawings or as required by the Engineer.

Shape the trail or pathway to the desired grades. Slightly crown or cross-slope the surface so as to provide natural runoff and drainage.

Method of Measurement

This work shall be measured for payment per SQUARE YARD.

Basis of Payment

This work will be paid for at the contract unit price per SQUARE YARD for CRUSHED GRAVEL TRAIL – MAIN PATH or CRUSHED GRAVEL TRAIL – LABRYINTH, which shall include all labor, material, and equipment required for establishing grades and alignment as shown in the contract documents.

INCIDENTAL HOT MIX ASPHALT SURFACING, MIX "D", IL-9.5, N50, 3"

Description

This work shall be constructed in accordance with Section 408 of the Standard Specifications and as directed by the Engineer. If the site is accessed via Cahill Road for construction of the asphalt path, this work shall include restoration of the access point.

Construction

Mix designs and verification of IDOT certification must be submitted to the Owner for approval prior to Notice to Proceed on contract.

Method of Measurement

Measurement for this work will be on a per TON basis.

Basis of Payment

This work will be paid for at the contract unit price per ton for INCIDENTAL HOT-MIX ASPHALT SURFACING, MIX "D", N50, 1.5".

ELEVATED WALKWAY

Description

This work shall be performed in accordance with the manufacturer's specifications, the details shown in the plans and as directed by the Engineer. Elevated Walkway shall be supplied by the Contractor and installed in locations shown on the plans. The Elevated Walkway shall be permanently installed using concrete footings and shall meet the elevations of abutting areas as identified in the grading plans.

Product Requirements

Width – 6'-0"

Finish – Self Weathering Steel

Decking – Nominal 2x10 composite wood decking, Trax, or approved equal

Curbing – 4" Vertical Safety Curbs

AASHTO LRFD Design

120 PSF Live Load

35 PSF Wind Load

Contractor has the option to submit alternate framing details for review and approval. All wood framing members shall be composite wood, Trax, or approved equal. Framing and piles shall be capable of supporting combined dead and live load of 120 psf. Maximum 8' spacing, for piles. All steel shall be galvanized (excluding piles). All seams/joints in fascia shall be centered behind pipe piles at center of pipe. Walkway decking shall be a dark brown tone color, or color approved by Owner.

Method of Measurement

This work shall be measured for payment in FOOT.

Basis of Payment

This work shall be paid for at the contract unit price per FOOT for ELEVATED WALKWAY which price shall include all the material, labor and equipment to complete the work described above.

NATIVE HERBACEOUS PERENNIAL PLANTING (EMERGENT PLANT PLUGS)

General

Description

- Installation of native herbaceous perennial plants (plant plugs)

Submittals

- Equipment: list of equipment intended to be used.
- Materials: list of all nursery pull sheet information. Substitutions made to the original seed lists shall be approved by project ecologist.
- Submit record drawings that show in red ink any field changes from the original plans.

Materials & products

Materials

- Plants shall be potted, at least two-year old nursery grown stock from within a 250-mile radius of the project site.
- Native plant plug lists & quantities: see plan

Execution of work

Method

- Planting shall be completed between May 15 and September 15.
- If planting is delayed, keep plants in shady/cool and moist location.
- Plant plugs shall be installed using triangular spacing as shown on plan.
- Plants installed in wet prairie must be watered in.
- Plants shall not be installed not less than 14 days after any herbicide treatment.

Inspection & acceptance

- The contractor will meet with the owner or representative after completion of seeding/planting to inspect and accept work.

Performance standards

Native herbaceous perennial plants (emergent & wet prairie plant plugs)

- Emergent and wet prairie plant plugs will meet or exceed 70% survivorship after one full year following installation. The contractor is required to install additional plants as specified by the owner if 70% survivorship is not achieved. Re-planting is not held to an additional one year performance standard.

Method of Measurement

This work shall be measured for payment in EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for NATIVE HERBACEOUS PERENNIAL PLANTING (EMERGENT & WET PRAIRIE PLANT PLUGS) which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

DECIDUOUS TREE 2" CALIPER, BALLED AND BURLAPPED

Description

This work shall consist of the furnishing and installation 2-1/2" caliper canopy trees balled and burlapped.

Construction

Refer to details on sheet L501.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for DECIDUOUS TREE 2" CALIPER, BALLED AND BURLAPPED, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

EVERGREEN TREE 6FT HT, BALLED AND BURLAPPED

Description

This work shall consist of the furnishing and installation 6 foot height canopy trees balled and burlapped.

Construction

Refer to details on sheet L501.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for EVERGREEN TREE 6FT HT, BALLED AND BURLAPPED, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

DECIDUOUS SHRUB, CONTAINER GROWN, 5-GALLON

Description

This work shall consist of the furnishing and installation of 5-gallon container deciduous shrubs.

Construction

Refer to details on sheet L501.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for DECIDUOUS SHRUB, CONTAINER GROWN, 5-GALLON, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

EVERGREEN SHRUB, CONTAINER GROWN, 5-GALLON

Description

This work shall consist of the furnishing and installation of 5-gallon container evergreen shrubs.

Construction

Refer to details on sheet L501.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for EVERGREEN SHRUB, CONTAINER GROWN, 5-GALLON, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

PERENNIAL, CONTAINER GROWN, 1-GALLON

Description

This work shall consist of the furnishing and installation of 1-gallon container perennials.

Construction

Refer to details on sheet L501.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for PERENNIAL, CONTAINER GROWN, 1-GALLON, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

BALANCE CHALLENGE ELEMENTS

Description

This work shall be performed in accordance with the manufacturer's specifications, the details shown in the plans and as directed by the Engineer. Balance Challenge Elements shall be supplied by the Contractor and installed in locations shown on the plans. The Balance Challenge Elements shall be permanently installed per details. All wood framing members shall be pressure treated lumber. Contractor shall provide shop drawings for all fabrication components and installation of these elements for review and approval prior to installation. Contractor shall assume full structural and manufacturing responsibilities for durability and integrity of these elements. Boulders shall be of a smooth river variety with no sharp edges. Color range: Color pallet shall be submitted to Village for approval. Logs shall be peeled black locust or approved equal. See plans for balance challenge module layout and alignment.

Method of Measurement

This work shall be measured for payment in EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for BALANCE CHALLENGE ELEMENTS which price shall include all the material, labor and equipment to complete the work described above.

DECORATIVE BOULDER

Description

This work shall consist of furnishing and placement of 36" to 48" diameter natural granite stone boulders as indicated on the plans. This pay item includes excavation in accordance with the Decorative Boulder details.

Submittal

The contractor shall provide the owner with sample rock for approval prior to installation.

Method of Measurement

This work shall be measured for payment in EACH.

Basis of Payment

This work will be paid for at the contract unit price per EACH for DECORATIVE BOULDER, which price shall include all labor, material, and equipment as specified above. Earth excavation and top soil stockpiling associated with placement of the DECORATIVE BOULDER is included in the cost of the pay item and will not be paid for separately. Disposal of soils will be paid for separately as NON-SPECIAL WASTE DISPOSAL.

SOLAR POWER PANEL ASSEMBLY

Description

The solar power panel assembly shall be supplied by the Contractor and installed per manufacturer's specifications and details in plan.

SEPCO

SEPA 275PC-QSPC-2LNC15-MPPT21

2 Laredo Fixtures 15 Watt LED

Maximum Power Point Tracker: Dusk to Dawn Operation

10' Aluminum Pole with Anchor Base

Or approved equal.

Method of Measurement

This work shall be measured for payment in EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for SOLAR POWER PANEL ASSEMBLY which price shall include all the material, labor and equipment to complete the work described above.

SOLAR POND AERATOR

Description

This work shall consist of the installation of a solar pond aeration system per manufacturer's specifications and details in plan.

RPS AIR-ation Kits - Solar Pond Aeration System with Brushless Solar Air Compression Air 200 kit

Or approved equal.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment

This work shall be paid for at the contract unit price per EACH for SOLAR POND AERATOR which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

TRASH RECEPTACLES

Description

This work shall consist of the furnishing and installation of Dumor trash receptacle 124. Trash receptacle shall be Dumor receptacle 124, finish IPE S4S EE, or approved equal.

Construction

Refer to details on sheet L504 for details. Furnishing shall be surfaced mounted.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for TRASH RECEPTACLES, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

DOG WASTE STATIONS

Description

This work shall consist of the furnishing and installation of Dog Waste Station, in accordance with engineering plans and manufacturer's guidelines.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for DOG WASTE STATION, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

FISHING LINE RECYCLING BIN

Description

This work shall consist of the furnishing and installation of Fishing Line Recycling Bin, in accordance with engineering plans and manufacturer's guidelines.

Method of Measurement

This work shall be paid for at the contract unit price per EACH.

Basis of Payment: This work shall be paid for at the contract unit price per EACH for FISHING LINE RECYCLING BIN, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

MULCH PLACEMENT 3"

Description

This work shall consist of the furnishing and installation of shredded bark mulch at a depth of 3" as shown on the landscaping plans.

Construction

Installation of shredded bark mulch shall be completed following the construction of the planting bed after all standard practices including but not limited to soil amendments, raking, debris removal and planting installation.

Method of Measurement

This work shall be paid for at the contract unit price per SQUARE YARD.

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE YARD for MULCH PLACEMENT 3", which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

FORMAL PLANTING BED PREPARATION

Description

This work shall consist of the furnishing and installation of planting bed preparation.

Construction

Planting bed preparation shall adhere to all standard practices including soil amendments, raking, leveling, debris removal and topsoil.

Method of Measurement:

This work shall be paid for at the contract unit price per SQUARE FEET.

Basis of Payment

This work shall be paid for at the contract unit price per SQUARE FEET for FORMAL PLANTING BED PREPARATION, which price shall include all material, storage, machinery, labor, hauling and all other items associated with completing this work.

MANAGEMENT, MONITORING & REPORTING OF NATIVE PLANTINGS

General

Description

- Three-year management, monitoring & reporting schedule & performance standards.

Submittals

- Materials: complete list of all materials to be used.
- Equipment: list of equipment intended to be used.
- Licenses: current copy of the state of Illinois commercial pesticide applicator's license.
- Permits: controlled burn permit.
- Annual monitoring report summarizing management activities/performance standard assessments, etc.

Materials & products

Materials

- Glyphosate or equivalent use in areas without standing water
- Glyphosate or equivalent in a form approved for aquatic applications in areas with standing water or saturated soils
- Garlon 4 or equivalent use for woody basal applications
- Garlon 3 or equivalent use for foliar applications

Execution of work

Herbicide application

- Herbicide non-native species and preserve native species per the plan.

Mowing & spot mowing

- Mow native areas to a height of 6-12 inches before non-native target species go to seed which may be required multiple times during growing seasons 1 and 2.

Prescribed burning

- A prescribed burn shall be conducted in the fall (November-December) of the third growing season or spring (mid march-april) of the fourth growing season. Prescribed burns must be performed by a qualified and certified contractor.

Inspection and acceptance

- Contractor shall schedule an inspection with the owner or representative to review completed work. Management and monitoring is complete after the contractor meets all performance standards. Performance standards shall be documented for three growing seasons as outlined below.

Monitoring:

- Monitoring of all plant communities shall be conducted biannually for three full growing seasons. Site visits should be conducted between May and September.
- Monitoring visits should be performed by a person able to identify plant species and determine needed management.
- Vegetation monitoring shall be conducted via a “meander search” method to generally assess performance standards. Note that floristic quality calculations (mean c & fqi) are not required.
- Photographs of the site will document annual conditions.

Reporting:

- An annual letter report shall be prepared and submitted to the owner or representative at the end of each growing season and not later than December 31.
- The report shall identify management tasks completed for the year and recommend tasks for following year(s).
- The report shall address performance standards for the year.
- Site photographs shall be included in the report.

Performance standards:

Native seeding

- Seeded areas will meet or exceed 80% total (aerial) plant cover with at least 60% relative cover by seeded species in each plant community zone. Non-native and/or invasive native species collectively will not be greater than 30% relative cover in each plant community zone. Invasive/non-native shrub and tree resprout will not exceed 5% of any plant community zone. Re-seeding is not held to an additional three-year performance standard.

Native tree planting

- Planted trees will meet or exceed 90% survivorship of all planted trees after one year following installation. The contractor is required to install additional plants as specified by the owner if 90% survivorship is not achieved. Re-planting is not held to an additional one year performance standard.

Native herbaceous plants (emergent & wet prairie plant plugs)

- Plant plug areas will meet or exceed 70% survivorship of all plant plugs after one full year following installation. The contractor is required to install additional plants as specified by the owner if 70% survivorship is not achieved. Re-planting is not held to an additional one year performance standard.

Method of Measurement

This work shall be measured for payment per YEAR.

Basis of Payment

This work shall be paid for at the contract unit price per YEAR for MONITORING AND MAINTENANCE which price shall include all mobilization, inspection overseen by ecologist, reporting, machinery, herbicide, permitting, labor, equipment, interseeding and all associated items as described above. The area of management will include the entire project area including areas restored by the Contractor and areas identified on the plans as “Existing Vegetation to Remain and be Managed”.



www.msetinc.com

MIDLAND STANDARD ENGINEERING & TESTING, INC.

410 Nolen Drive, South Elgin, Illinois 60177

(847) 844-1895 f(847) 844-3875

September 16, 2025

Mr. Logan Gilbertsen, P.E.

HR Green, Inc.

323 Alana Drive

New Lenox, Illinois 60451

lgilbertsen@hrgreen.com

Re: Clean Construction Demolition Debris (CCDD)

Golf Lane Wetland Basin (HRG 211549.01)

Trout Valley, Illinois

MSET File No. 25647

Dear Mr. Gilbertsen:

Please see Midland Standard Engineering & Testing, Inc. (MSET) has completed an evaluation of the onsite soils for disposal at a CCDD facility.

Project Location and Description

The project site is located on the east side of Golf Lane between River Drive and Cahill Road in Trout Valley, Illinois. Plans include creating a wetland detention basin and natural grass area. Excavations are anticipated with excess material be hauled off and disposed of offsite.

Potentially Impacted Property Assessment

The property consists of vacant lot. The property is generally surrounded by neighboring residential properties on the north, south and west property lines. An existing golf course borders the east property line. Historical imaging of the dating to the 1980's indicate no previous use of the property.

An EDR Radius Map search was performed at the target property. A search of the surrounding properties identified one under ground storage tank (UST) to the east of the property at Cary Country Club. The UST sits at an elevation lower than the target property and the status of the UST is reported as closed and removed. No additional sites were reported within ½ mile of the target site and as such is NOT considered a potentially impacted property.

Field Exploration

The exploration program consisted of making two (2) soil borings, labeled B-1 and B-2, in the planned excavation area to a depth of 10 to 15 feet below ground surface. The soil borings were performed using a track mounted Geoprobe® 7822DT drill rig equipped with a rotary head. Samples of the various soil strata were obtained using split spoon sampling techniques.

Subsurface Conditions

The soil profile encountered at the boring locations include 16 to 36 inches of black Sandy TOPSOIL overlying natural brown to grey SAND with Silt and Gravel (SP-SM). Groundwater was noted at a depth of 3 feet below the existing ground surface. Samples collected in the field were screened for volatiles using a photo ionization detector (PID). All samples screened had PID measurements of 0.0 ppm.

Laboratory Analysis

Discrete samples were selected of the various soil strata and underwent pH testing to determine the suitability for disposal as CCDD. The soil was found to have pH measurements ranging between 6.96 to 7.84 and meet the requirements for disposal at a CCDD facility. Reference the attached IEPA LPC-662 certification.

Closure

Thank you for the opportunity to be of service. If you have any questions regarding this letter, please feel free to call.

Very truly yours,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



Michael H. Prigge, P.E.
Project Engineer

Attachments: IEPA LPC-662 Certification
Boring Location Map
EDR Radius Map Report (attached separately)
Soil Boring (B-1 and B-2)
Laboratory Test Data



Illinois Environmental Protection Agency

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

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

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

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

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

I. Source Location Information

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

Project Name: Golf Lane Wetland Basin Office Phone Number, if available: N/A

Physical Site Location (Street, Road): Golf Lane & Fox Harbor Drive

City: Trout Valley State: IL Zip Code: 60013 County: McHenry

Township: Algonquin

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

Latitude: 42.19373 Longitude: - 88.24826

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

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

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

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

II. Owner/Operator Information for Source Site

Site Owner

Name: HR Green, Inc

Street Address: 323 Alana Drive

PO Box: _____

City: New Lenox State: IL

Zip Code: 60451 Phone: 815-462-9324

Contact: Logan Gibertsen, P.E.

Email, if available: lgilbertsen@hrgreen.com

Site Operator

Name: _____

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

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

Source Site Certification**III. Descriptions of Current and Past Uses of Source Site**

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

Number of pages attached: 52

The project site is located within the Village Limits of Trout Valley, Illinois. The park is located within a predominately residential area and an existing golf course. Historical imaging dating back to 1980s shows no alternate use of the property. A search of the site identified one UST site to the east at the adjacent golf course sitting at an elevation lower than the target property. No other potentially impacting sites were noted within 1/2 mile of the property. Reference EDR search dated 9/16/25.

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

IV. Soil pH Testing Results

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

Number of pages attached: 3

Reference attached MSET boring logs B-1 and B-2 and laboratory data sheets, dated 9/10/2025.

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

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

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

☐ Owner☐ OperatorMichael H. Prigge

Printed Name

Signature

☒ Owner's Duly Authorized Representative☐ Operator's Duly Authorized RepresentativeSep 16, 2025

Date

Boring Location Map

Golf Lane Wetland Basin
Trout Valley, Illinois
MSET File No. 25647

Legend

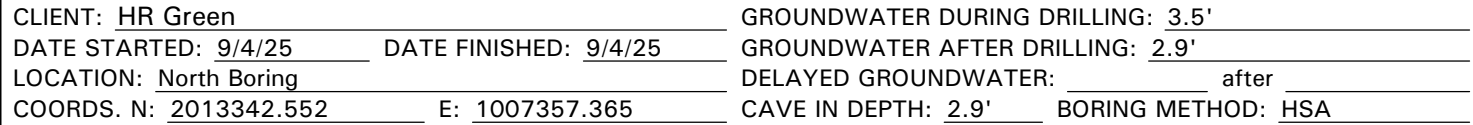
✦ Soil Boring



Google Earth

Image © 2025 Vexcel Imaging US, Inc.

BORING LOG B-1 PROJECT NO.: <u>25647</u> Pg. 1 of 1	PROJECT: <u>Trout Valley - Golf Lane Wetland Basin</u> LOCATION: <u>Trout Valley, IL</u> LOGGED BY: <u>MM</u> DRILL RIG: <u>7822DT</u>
---	--

DRILL RIG: 7822DT

Midland Standard Engineering & Testing, Inc. 410 Nolen Drive, South Elgin, Illinois 60177 (847) 844-1895 f(847) 844-3875

BORING LOG **B-2**

PROJECT: Trout Valley - Golf Lane Wetland Basin

LOCATION: Trout Valley, IL

Pg. 1 of 1

DRILL RIG: 7822DT



GROUNDWATER DURING DRILLING: 3.5'

DATE FINISHED: 9/4/25

GROUNDWATER AFTER DRILLING: 3.0'

DELAIED GROUNDWATER: _____ after

E: 1007321.94

CAVE IN DEPTH: 3.0'

BORING METHOD: HSA

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS	
				TYPE/ INTERVAL	NO.	N-VALUE Blows per ft.	Wc %	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf		
0		16" Black Sandy TOPSOIL	740.7								
		Brown (f-c) SAND with Silt and Gravel, SP-SM, medium dense	739.4	SS	1	15	8				
2.5											
				SS	2	13	11				
5											
				SS	3	18	10				
7.5											
			Grey (f-c) SAND with Silt and Gravel, SP-SM, medium dense	732.7							
				SS	4	28	10				
10											
				SS	5	16	8				
12.5											
			SS	6	11	10					
15		End of Boring at 15.0'	725.7								

MIDLAND STANDARD ENGINEERING TESTING, INC.
410 NOLEN DRIVE, SOUTH ELGIN, IL 60177 (847) 844-1895 F(847) 844-3875

pH of Soil
ASTM D 4972/ AASHTO T289

Project # 25647
Project Name: Golf Lane Wetland Basin
Location Trout Valley, IL

Date Received: 9/4/25
Date Tested: 9/10/25
Tested by: PP

Sample# B-1 SS-1 (1-2.5')

pH 6.96 ☒ Distilled Water
☐ CaCl

Sample# B-1 SS-2 (3.5-5')

pH 7.76 ☒ Distilled Water
☐ CaCl

Sample# B-2 SS-1 (1-2.5')

pH 7.54 ☒ Distilled Water
☐ CaCl

Sample# B-2 SS-2 (3.5-5')

pH 7.84 ☒ Distilled Water
☐ CaCl