



CONTRACT DOCUMENTS

FOR THE

SPRING ROAD TRIBUTARY STABILIZATION,

EISENHOWER TO LEAHY ROADS, OAKBROOK TERRACE, DUPAGE

COUNTY, ILLINOIS

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City Of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
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**SPRING ROAD TRIBUTARY STABILIZATION, EISENHOWER TO LEAHY ROADS,
OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS**

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**NOTICE TO BIDDERS AND INVITATION FOR BIDS
FOR THE
SPRING ROAD TRIBUTARY STABILIZATION, EISENHOWER TO LEAHY ROADS,
CITY OF OAKBROOK TERRACE
DUPAGE COUNTY, ILLINOIS**

RECEIPT OF BIDS

Sealed bids to complete all work required for the Spring Road Tributary Stabilization, Eisenhower to Leahy Roads, Oakbrook Terrace, DuPage County, Illinois will be received by the City of Oakbrook Terrace, DuPage County, Illinois, until **2:00 PM**, (Central Time) on **Friday, March 18, 2022**. Thereafter or as soon as thereafter is practicable, all bids received will be publicly opened, and the bid prices read aloud. Sealed envelopes or packages containing bids shall be addressed to the “Office of the City Clerk, City of Oakbrook Terrace, 17W275 Butterfield Road, Oakbrook Terrace, Illinois, 60181,” and shall be marked “**Sealed Bid – Spring Road Tributary Stabilization, Eisenhower to Leahy Roads, Oakbrook Terrace, DuPage County, Illinois.**”

The work in general shall consist of the construction of stabilization of the Spring Road Tributary, Eisenhower to Leahy Roads, for the City of Oakbrook Terrace, DuPage County, Illinois.

CONTRACT DOCUMENTS

This work shall be performed in accordance with the contract documents, copies of which are on file for review, and available at the office of Craig Ward, Director of Public Services, City of Oakbrook Terrace, 17W275 Butterfield Road, Oakbrook Terrace, IL 60181, Phone: (630) 941-1651, Fax: (630) 941-9224, E-Mail: cward@oakbrookterrace.net for a non-refundable cost of \$50.00 per set of bidding documents. No bidding documents will be issued after **4:30 p.m. on Wednesday, March 9, 2022**. All proposals must be submitted on the forms provided and in compliance with the Instructions to Bidders. Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the plans, the site of the work and the local conditions affecting the contract and understands all of the requirements for performance of the work. The bidder will be responsible for all errors in its proposal resulting from failure or neglect to conduct an in-depth examination. The City of Oakbrook Terrace will in no case be responsible for any costs, expenses, losses, or changes in anticipated profits resulting from such failure or neglect of the bidder. The bidder shall not take advantage of any errors or omission in the plans or proposal.

BID SECURITY

Each bid shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier’s check or a certified check payable to the City of Oakbrook Terrace for not less than five percent (5%) of the amount bid. The proposal guaranty checks of all, except the two lowest responsible bidders, will be returned after the proposals have been checked and tabulated. The proposal guaranty checks of the two lowest responsible bidders will be returned after the contract and the contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

RIGHT TO REJECT BIDS

The City of Oakbrook Terrace reserves the right to waive technicalities and to reject any and all proposals for any reason deemed in the best interest of the City of Oakbrook Terrace.

AWARD OF CONTRACT

Unless all bids are rejected, the contract award will be made to the lowest responsive responsible bidder. In determining who the lowest responsive responsible bidder is, the City of Oakbrook Terrace will consider all factors that it, in its discretion, deems relevant in determining who the lowest responsive responsible bidder is. Bidders who are awarded a contract shall be required to provide a Contract Bond conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise, in the total amount of the contract sum upon execution of the contract.

PAYMENT OF PREVAILING WAGES

The general prevailing rate of wages in DuPage County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

Dated: **This 1st day of *March* 2022.**

City of Oakbrook Terrace

Amy L. Marrero, City Administrator

CITY OF OAKBROOK TERRACE, ILLINOIS

INSTRUCTIONS FOR BIDDERS

I. Preparation of Bids

- (A) Bidders shall follow all instructions contained herein and included in the Invitation for Bids and bid forms for submission of bids on the contract item for which bids are sought.
- (B) Bidders shall submit their bids in the manner required by the Invitation for Bids.
- (C) The Bidder must submit its proposal on the supplied Proposal form. Unless otherwise provided, all prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the bid form. When alternate bids are sought for a particular contract item, the alternates will be identified in the bid form. A bid on every alternate is required unless otherwise specifically provided. When required by the Invitation for Bids, the Bidder shall indicate a unit price for each of the separate price items called for in the bid form. The Bidder may be required to show the products of the respective quantities and unit prices in a space provided for that purpose, and a gross sum shown in the place indicated in the bid form as the summation of those products. All writing shall be in a permanent, non-erasable form, except the signature of the Bidder, which shall be written in permanent, non-erasable ink. Proposals shall be free of erasures or interlineations. Proposals modified by erasures or interlineations will not be considered. Partial bids will not be considered.
- (D) Each bid shall be accompanied by a proposal guaranty in the form of a bid bond, executed by a corporate surety company, a bank cashier's check or a certified check payable to the City of Oakbrook Terrace for not less than five percent (5%) of the amount bid. The proposal guaranty checks of all, except the two lowest responsible bidders, will be returned after the proposals have been checked and tabulated. The proposal guaranty checks of the two lowest responsible bidders will be returned after the contract and the contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.
- (E) Bidders, before submitting their proposal, shall carefully examine the provisions of the contract documents, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and the wage rates applicable to the work, become fully informed as to the quality, quantity, cost, sources of supply, and time of delivery of the materials and equipment required and become fully acquainted with the detailed requirements of the construction.
- (F) The general prevailing rate of wages in DuPage County for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform the work.

II. Certifications

Each bid shall be accompanied by a Contractor's Certification in the form provided by the City of Oakbrook Terrace with the bid form package. The Bidder shall certify the following:

(A) Illinois Taxes

The Bidder shall certify that: if it is a partnership, it is not and its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of

Revenue in accordance with 65 ILCS 5/11-42.1-1.

(B) Bid Rigging

The Bidder shall certify that: if it is a partnership, it has not and its general partners have not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

(C) Educational Loan

The Bidder shall certify that: if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

(D) Payment of Employment Security Taxes

The Bidder shall certify that it is not delinquent in any obligation to the Illinois Department of Employment Security.

(E) Drug-free Workplace

The Bidder shall certify that it will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Bidder's workplace;

(b) Specifying the actions that will be taken against employees for violations of such prohibition;

(c) Notifying the employee that, as a condition of employment on such contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

a) The dangers of drug abuse in the workplace;

(b) The Bidder's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance program; and

(d) The penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Contract and to post the statement in a prominent place

in the workplace;

- (4) Notifying the City within ten (10) days after receiving notice under subparagraph (1)(c)(ii) from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(F) Prohibited Interest in Contract.

The Bidder shall certify that:

- (1) No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Bidder, or
- (2) If the Bidder's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Bidder, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of such Bidder, the Bidder has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

(G) Gift Ban.

The Bidder shall certify that:

- (1) No officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Bidder in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois; and
- (2) The Bidder has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

(H) Substance Abuse.

The Bidder shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects

Act (Public Act 95-0635), the Bidder is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(I) Presidential Executive Order 13224

The Bidder shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

III. Experience

The Bidder shall provide the business information, information regarding terminations, litigation, suspension and debarment requested by the City of Oakbrook Terrace and at least four (4) references to the City of Oakbrook Terrace of work successfully performed, similar in nature to the proposed work, within the past three (3) years. The following shall be provided for each project.

- (A) The project owner's name.
- (B) The name, address, telephone number and e-mail address of the project owner's contact person.
- (C) The services provided and the dollar value of work performed on the project.
- (D) The inclusive dates the work was performed.

IV. Delivery of Bids

Bids shall be sealed and submitted in the manner specified or allowed by the Invitation for Bids. When sent by mail, the sealed bid shall be addressed to the City of Oakbrook Terrace at the address listed in the Invitation for Bids and in care of the City Clerk. All bids shall be delivered and received by the City of Oakbrook Terrace prior to the time and at the place specified in the Invitation for Bids. The date and time of receipt will be recorded. Bids will remain sealed and will be stored in a secure place until the date and time established for bid opening. Bids received after the time specified will be returned to the Bidder unopened.

V. Change or Withdrawal of Bids

A Bidder may change or withdraw a bid if written or in-person notice of the change or withdrawal is received by the City Clerk before the time specified for submission of bids. No change or withdrawal is allowed after bid opening except as provided in Section VIII below. Changes must be initialed in ink by the Bidder.

VI. Public Opening of Bids

Bids will be opened and read publicly at the time and place specified in the Invitation for Bids. The name of each Bidder and the price term of each bid will be read aloud and recorded in a tabulation of bids for each contract item advertised. After execution of the contract, the tabulation of bids in the total amount and unit price items, if applicable, of all Bidders will be available for public inspection.

VII. Consideration of Bids

(A) After the bids are opened, read and recorded, the bids will be reviewed for responsiveness to the Invitation for Bids and conformity with all requirements prescribed in these Instructions. If unit prices are required, the bids will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices.

(B) The right is reserved by the City of Oakbrook Terrace to reject any or all bids, to waive minor informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any Bidder regarding information contained in a bid.

(C) Reasons for rejection of all bids include but are not limited to:

(1) The object of the contract being procured is no longer required.

(2) The contract provisions require amendment.

(3) The solicitation did not provide for consideration of all factors of significance to the City of Oakbrook Terrace.

(4) The bid prices exceed available funds or the bid prices exceed the anticipated estimate of costs to the extent that, in the judgment of the City of Oakbrook Terrace, prices are unreasonable.

(5) Evidence of collusion among Bidders.

(6) Actions or events beyond the control of the City of Oakbrook Terrace, such as strikes, acts of God, material shortages, acts of the public enemy or litigation, would have an adverse effect on the completion of the anticipated contract.

(D) Reasons for rejection of any individual bids include, but are not limited to:

(1) More than one bid for the same contract item from a Bidder under the same or different names.

(2) Evidence of collusion among Bidders.

(3) Unbalanced bids in which the bid prices for some items are, in the judgment of the City of Oakbrook Terrace, out of proportion to the bid prices for other items.

(4) If the bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.

(5) If the bid form is other than that furnished or authorized by the City of Oakbrook Terrace, or if the form is altered or any part thereof is detached.

(6) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend, in the judgment of the City of Oakbrook Terrace, to make the bid incomplete, indefinite or ambiguous as to its meaning.

(7) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

(8) If the bid is not accompanied by the proper bid bond or substitute guaranty.

(9) If the bid is prepared in any manner other than as indicated in these Instructions or the

Invitation for Bids making the bid not responsive.

(10) If the Bidder:

- (a) Violated a material term of a prior contract with the City;
- (b) Committed an act or omission that negatively reflects on the Bidder's quality, fitness, or capacity to perform a contract with the City, any other public entity, or engaged in a pattern or practice that negatively reflects on same;
- (c) Committed an act or omission which indicates a lack of business integrity or business honesty;
- (d) Made or submitted a false claim against the City or any other public entity;
- (e) Provided false information to the City;
- (f) Been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;
- (g) Been suspended or debarred by the United States through a federal agency;
- (h) Been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);
- (i) Been suspended or debarred because of bid rigging or bid rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);
- (j) Been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);
- (k) Been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);
- (l) Has been debarred by operation of the Educational Loan Default Act (5 ILCS 385);
- (m) Been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);
- (n) Has filed for protection from creditors pursuant to the bankruptcy laws of the United States;
- (o) Has a performance evaluation determined by the City to be unsatisfactory;
- (p) Has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;
- (q) Has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the City;
- (r) Has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded

contracts; or

- (s) Has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the Bidder.

VIII. Mistakes

(A) If a Bidder claims a mistake in its bid, the bid may be withdrawn in accordance with this section without payment of damages to the City of Oakbrook Terrace as provided in the terms of a bid bond or other bid security, provided the Bidder claiming the mistake demonstrates to the City of Oakbrook Terrace with competent and reliable evidence:

- (1) That the claimed mistake is related to a material feature of the contract;
- (2) That the mistake would have serious, material consequences to the Bidder such that enforcement of a contract would be unconscionable;
- (3) That the mistake occurred notwithstanding the exercise of reasonable care by the Bidder; and
- (4) That the Bidder has raised the claim of a mistake without delay in order to prevent the City of Oakbrook Terrace from altering its position in such a manner that loss to the City of Oakbrook Terrace would occur.

(B) The City of Oakbrook Terrace reserves the right to correct obvious, apparent errors in bids. A bid may not be withdrawn if a mistake is apparent and the intended correct bid is clearly evident on the face of the bid. Examples of mistakes that may be clearly evident on the face of the bid include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.

(C) Mistakes claimed after execution of the contract will not be corrected.

IX. Award after Bid Evaluation

(A) Unless all bids are rejected, an award notification will be made to the lowest responsible Bidder whose bid is responsive to and conforms to the requirements and criteria of the invitation. Tie bids will be decided by lot. All responsibility, responsiveness, and price factors are considered so as to select the bid most advantageous to the City of Oakbrook Terrace. An individual contract item advertised in an Invitation for Bids may state other, additional award and evaluation criteria that will be capable of objective consideration for award.

(B) Responsibility of Bidders will be determined based upon the following factors unless some other or additional factors or prequalification procedures are stated in the Invitation for Bids:

- (1) The Bidder shall possess the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations.
- (2) The Bidder shall have a satisfactory record of performance as determined by the City of Oakbrook Terrace, including, but not limited to, a sound record of integrity and business ethics.
- (3) The Bidder shall be under no legal disability of any kind to contract with the City of Oakbrook Terrace.
- (4) The Bidder shall have submitted all information requested by the Invitation for Bids concerning responsibility.

X. Time for Award

Unless the Invitation for Bids specifies a different time for bid acceptance, a notification of award will be made in writing dated within sixty (60) calendar days after the opening of bids.

XI. Delay in Award

Should circumstances be encountered after the bid opening that may delay the award beyond the sixty- (60-) day or other advertised period, the responsive Bidders may be requested to extend the bid-acceptance period.

XII. Binding Contract

(A) Once an award has been made, the Bidder is bound to perform according to the terms and conditions of the Contract, the Invitation for Bids and these Instructions.

(B) An approved contract executed by the City of Oakbrook Terrace is required before the City of Oakbrook Terrace is bound. An award may be canceled any time by the City of Oakbrook Terrace prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the City of Oakbrook Terrace, the best interests of the City of Oakbrook Terrace will be promoted.

XIII. Requirement of a Contract Bond

The successful Bidder awarded a contract shall furnish the City of Oakbrook Terrace a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the City of Oakbrook Terrace, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the City of Oakbrook Terrace.

XIV. Insurance Requirements

The successful Bidder awarded a contract shall furnish and maintain the insurance coverage specified in the contract documents provided by insurance companies acceptable to the City of Oakbrook Terrace and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City of Oakbrook Terrace will accept companies with a rating not lower than A provided the financial size category is VII or larger. Coverage limits shall be written at not less than the minimum specified in the contract documents.

XV. Execution of Contract

(A) The bid form submitted by the Bidders may be in such a form that the signature of the Bidder on the form is also the signature of the Bidder for purposes of contract execution. In such circumstances, the City of Oakbrook Terrace will, after acceptance and approval of the bid for contracting purposes, execute the contract and return a copy to the Bidder.

(B) If the contract as bid requires additional execution by the Bidder, the contract shall be executed by the successful Bidder and returned, together with any required contract bond, within 15 days after the contract has been mailed to the Bidder. Failure of the successful Bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the Bidder is cause for the cancellation of the award and the forfeiture of the proposal guaranty. If the contract is not executed by the City of Oakbrook Terrace within 15 days following receipt from the Bidder of the properly executed contract and bond, the Bidder shall have the right to withdraw the bid without penalty.

RETURN WITH BID

**PROPOSAL FOR:
SPRING ROAD TRIBUTARY
STABILIZATION, EISENHOWER
TO LEAHY ROADS
CITY OF OAKBROOK TERRACE
DUPAGE COUNTY, ILLINOIS**

To:
City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
Attention: City Clerk

1. In conformity with the Notice to Bidders and Invitation for Bids and the Instructions for Bidders, the undersigned, submits the following proposal of

(Contractor's Name)

for

The City of Oakbrook Terrace, DuPage County, IL is proposing to restore Spring Road Tributary (aka - Oak Brook Tributary), within the City limits. The Tributary is an excavated channel that passes primarily through a residential area. Additionally, a small unnamed tributary to the mainstem will also be restored. A total stream reach of 4,700 linear feet (+/-9,400 linear feet of streambank) was evaluated for restoration. Based on a completed study, a total of 2,819 feet of streambank requires restoration. Additionally, all non-native trees and shrubs adjacent to the 4,700 linear feet of stream will be removed and the herbaceous groundcover restored per the engineering plans. The Contractor shall also provide 3-years of maintenance and monitoring of the installed vegetation in accordance with the "Spring Road Tributary, Oakbrook Terrace, IL – Native Planting and Seeding and BMP Performance Standards and Specifications", dated October 27, 2021, prepared by Christopher B Burke Engineering, Ltd. The Contractor shall be obligated to achieve the performance standards for the applicable areas. Failure to achieve the performance standards may obligate the Contractor to perform remedial activities at their expense to achieve the required performance standards. Factors that are beyond the Contractor's control will be taken into consideration.

The 3-year maintenance and monitoring period shall commence March 1, 2023, and shall be completed December 1, 2025, unless additional remedial activities are required, as described in the preceding paragraph. The Contractor shall also provide interim post construction maintenance from completion of construction, until March 1, 2023, when the formal maintenance and monitoring tasks begin.

The work will be completed for the City of Oakbrook Terrace, Illinois, and is to be constructed in strict compliance with Notice to Bidders and Invitation for Bids, the Contract, General Conditions, Special Provisions, the Specifications, Proposal and Contract Bond which are essential documents of and to which the undersigned agrees to accept as part of the Contract.

2. The undersigned has, before submitting this proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the construction. By submitting this proposal, the undersigned conclusively assures and warrants to the City of Oakbrook Terrace, Illinois, that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Bidders and agrees that the City of Oakbrook Terrace, Illinois, in no case, will be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure

or neglect of the undersigned to make these examinations.

3. The undersigned agrees to complete the work July 29, 2022, following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the City, unless an extension of time is granted in accordance with the Specifications.

4. A proposal guaranty in the proper amount, as specified in the Invitation for Bids accompanies this proposal.

5. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Bid Bond or proposal guaranty check shall be forfeited to the City of Oakbrook Terrace, Illinois.

6. An executed Contractor's Certification on the form provided herein accompanies this proposal.

7. The Contractor certifies that it has thoroughly examined and fully understands all of the provisions of the RFP and the conditions of the contract documents attached thereto, as well as any addenda issued prior to the due date; that it has carefully reviewed and fully supports the accuracy of its Bid; has satisfied itself as to the nature and location of all work, the technical, general, and local conditions to be encountered in the performance of any work, the requirements of the Contract and all other matters which may in any way affect performance or the cost thereof; and that City of Oak Brook Terrace shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

The City of Oakbrook Terrace, Illinois, shall pay the Contractor for the performance of the work, at the **LUMP SUM PRICE** set forth below. The Contractor shall receive in full payment the total amount shown below. The undersigned submits the following Lump Sum Price to cover all work to be performed under this Trade Contract:

Total Lump Sum Cost (Numerical) \$_____

Total Lump Sum Cost (Written)_____

The undersigned Contractor acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

(If an individual):

Individual's Name

Street Address

City

State

Zip Code

Telephone Number

Signature of Bidder:

(If a partnership):

Partnership's Name

Street Address

City

State

Zip Code

Telephone Number

Signature of General Partner:

(If a corporation)

Corporate Name

Street Address

City State Zip Code

Telephone Number

Signature _____
Name of President of President:

Name of Secretary

Attest by Secretary:

Contractor - Return with Proposal

Bid Form

Contractor Name: _____

ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
EXCAVATION (CUT) - HAUL OFF	CY	200		
TREE AND BRUSH CLEARING	ACRE	0.55		
BOULDER TOE	FT	151		
LANDSCAPE BLOCK WALL	SQFT	768		
CULVERT RIPRAP PROTECTION	TON	75		
DUMPED RIPRAP	FT	451		
TUCKED STONE	FT	1986		
STONE BED	SQ YD	115		
TREE REMOVAL	UNIT	200		
SEED AND INTERSEEDING	ACRE	0.5		
EROSION CONTROL BLANKET	SY	1200		
TREES	EACH	8		
FURNISH AND PLACE TOPSOIL 6"	SY	1200		
SHORELINE REPAIR	LF	1400		
COIR LOGS	LF	320		
FABRIC WRAP WITH SHORELINE REPAIR	LF	120		
TRAFFIC CONTROL AND PROTECTION	LSUM	1		
CONSTRUCTION LAYOUT	LSUM	1		
MAINTENANCE AND MONITORING PLAN	YEAR	3		
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (SPECIAL)	CY	10		
ITEMS AS ORDERED BY ENGINEER	UNIT	1	\$ 50,000.00	\$ 50,000.00

Contractor shall confirm all quantities. Quantities provided are for determining Unit Costs and are approximate.

Contractor shall fill in UNIT COST and TOTAL line item Cost for each of the Listed Elements. These UNIT COSTS will be utilized if an issue arises that requires a cost or quantity discussion, and will be utilized for ITEMS AS ORDERED BY ENGINEER.

CONTRACT BOND
(For Projects in Excess of \$50,000)

We, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Oakbrook Terrace, Illinois, in the penal sum of _____ Hundred _____ Thousand Dollars (\$____,000.00), lawful money of the United States, well and truly to be paid unto the City of Oakbrook Terrace, Illinois, the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Oakbrook Terrace, Illinois, this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the City of Oakbrook Terrace, Illinois, acting through its awarding authority for the performance of work on the contract and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money. The Principal and Surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the City of Oakbrook Terrace, Illinois, will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the Contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Oakbrook Terrace, Illinois, and the Principal has been made.

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

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of March 2022 A.D.

PRINCIPAL

SURETY

Name of Principal

Name of Surety

By: _____
_____, President

By: _____
Signature of Attorney-in-Fact

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____,

(Name of individual signing on behalf of Principal) (Office)
of _____

(Name of Principal)

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of Principal, appeared before me this day in person and acknowledged, respectively, that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2022.

Notary Public
My commission expires _____, 20____.

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____ who is personally known to me to be the same

(Name of individual signing on behalf of Surety)
person whose name is subscribed to the foregoing instrument on behalf of Surety, appeared before me this day in person and acknowledged, respectively, that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2022.

Notary Public
My commission expires _____, 20____.

BID BOND

WE, _____, as Principal,
and

_____, as Surety, are held and firmly bound unto the City of Oakbrook Terrace, Illinois, in the penal sum of 5% of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the City of Oakbrook Terrace, Illinois, this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal is submitting a written proposal to the City of Oakbrook Terrace, Illinois, acting through its City Council for furnishing construction services for the construction of the Spring Road Tributary Stabilization, Eisenhower to Leahy Roads, for the City of Oakbrook Terrace, DuPage County, Illinois.

THEREFORE, if the proposal is accepted and a contract awarded to the Principal by the City of Oakbrook Terrace, Illinois, for furnishing construction services for the construction of the Spring Road Tributary Stabilization, Eisenhower to Leahy Roads, for the City of Oakbrook Terrace, Illinois, and the Principal shall within ten (10) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the Contract Documents, then this obligation shall become void; otherwise, it shall remain in full force and effect.

IN THE EVENT the City of Oakbrook Terrace, Illinois, determines the Principal has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the City of Oakbrook Terrace, Illinois, acting through its City Administrator shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorneys' fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of March, 2022 A.D.

PRINCIPAL

Company Name

By: _____
Signature, Title

SURETY

Name of Surety

By: _____
Signature of Attorney-in-Fact

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____,

_____ of _____
(Name of individual signing on behalf of Principal) *(Office)*

(Name of Principal)

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of Principal, appeared before me this day in person and acknowledged, respectively, that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2022.

Notary Public

My commission expires _____, 20____.

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____

(Name of individual signing on behalf of Surety)

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of Surety, appeared before me this day in person and acknowledged, respectively, that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2022.

Notary Public

My commission expires _____, 20____.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of _____, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;

- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: March ____, 2022

Contractor: _____

By: _____
_____, President

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the President of _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed and as the authorized free act and deed of _____.

Dated: March ____, 2022

Notary Public

CONTRACT BOND
(For Projects in Excess of \$50,000)

We, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Oakbrook Terrace, Illinois, in the penal sum of _____ Hundred _____ Thousand Dollars (\$____,000.00), lawful money of the United States, well and truly to be paid unto the City of Oakbrook Terrace, Illinois, the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Oakbrook Terrace, Illinois, this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the City of Oakbrook Terrace, Illinois, acting through its awarding authority for the performance of work on the contract and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money. The Principal and Surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the City of Oakbrook Terrace, Illinois, will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the Contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Oakbrook Terrace, Illinois, and the Principal has been made.

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

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of March 2022 A.D.

PRINCIPAL

SURETY

Name of Principal

Name of Surety

By: _____
_____, President

By: _____
Signature of Attorney-in-Fact

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____,

(Name of individual signing on behalf of Principal) (Office)
of _____

(Name of Principal)

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of Principal, appeared before me this day in person and acknowledged, respectively, that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2022.

Notary Public
My commission expires _____, 20____.

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said county, do hereby certify that _____ who is personally known to me to be the same

(Name of individual signing on behalf of Surety)
person whose name is subscribed to the foregoing instrument on behalf of Surety, appeared before me this day in person and acknowledged, respectively, that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this _____ day of _____ A.D. 2022.

Notary Public
My commission expires _____, 20____.



CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
[Name of Contractor]
for the
SPRING ROAD TRIBUTARY STABILIZATION - EISENHOWER TO LEAHY ROADS

This agreement, hereinafter referred to as the “Contract,” is made and entered into by and between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation, hereinafter referred to as the “City,” and _____, an Illinois corporation, _____, [Name of Contractor]
[Address of Contractor]

hereinafter referred to as the “Contractor,” for the Spring Road Tributary Stabilization, Eisenhower to Leahy Roads, , hereinafter referred to as the “Project,” in Oakbrook Terrace, Illinois.

In consideration of the payments to be made by the City and of the mutual covenants herein set forth, the City and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Drawings, Contractor’s Certification and the Contract Bond which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT.

The City shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor’s Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this Contract. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3. CONTRACT TIME.

The Contractor shall perform the work according to the Project Schedule. The Contractor shall commence the work expeditiously after the date the City gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the City. The Contractor shall complete the work by July 29, 2022, after the issuance of a Notice to Proceed by the City, or in the absence of a Notice to Proceed, following the delivery of the executed Contract, the required Contract Bond and certificates of insurance to the City, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall

extend to the end of the Contract Time provided that an appropriation therefor has been made by the City in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the City and the Contractor shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service or certified mail, return receipt requested, addressed to the respective party as follows:

A. If to the City:

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
Attn: Amy L. Marrero, City Administrator

B. If to Contractor:

[Name of Contractor]
[Street Address]
[City], Illinois 60____
Attn: _____, President

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The City and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The City reserves the right to execute other agreements in connection with the project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City.

4.10 **Non-Assignment.** The Contractor acknowledges that the City is induced to enter into this Contract by,

among other things, the professional qualifications of the Contractor. This Contract is exclusive between the City and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The City shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the City under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Contract
- (b) Contractor's Certification
- (c) Contract Bond
- (d) Standard Specifications for Road and Bridge Construction adopted January 1, 2022. hereinafter referred to as the "Standard Specifications for Road and Bridge Construction", and all Supplemental Specifications listed in the contract documents and those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2022.

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended, or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

- (1) Drawings
- (2) Special Provisions
- (3) Bureau of Design and Environment Special Provisions checked on the Check Sheet
- (4) Supplemental Specifications
- (5) Standard Specifications
- (6) Contract
- (7) Contract Bond
- (8) Contractor's Certification
- (9) Contractor's Proposal

Note: The contract documents listed in subsection 4.12(d) are separate books that will not be furnished by the City but shall be the responsibility of the Contractor to obtain at its own expense. The documents may be obtained from the Illinois Department of Transportation. See <http://www.dot.state.il.us/dobuisns.html>

4.13 **Amendments.** This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2022.

Contractor: *[Name of Contractor]*

By

_____, President

ATTEST:

By: _____
_____, Secretary

Executed by the City this ____ day of _____ 2022.

City: City of Oakbrook Terrace

By

Paul Esposito, Mayor

ATTEST:

By _____
Michael Shadley, City Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: *[Name of Contractor]*

By

_____, President

CITY OF OAKBROOK TERRACE

STANDARD SPECIFICATIONS

The “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2022, hereinafter referred to as the “Standard Specifications for Road and Bridge Construction” and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (Revision 2, January 2020) issued by the Illinois Department of Transportation are hereby incorporated by reference and shall apply to and govern the performance of the Contract for the City of Oakbrook Terrace Spring Road Tributary Stabilization, Eisenhower to Leahy Roads Project in DuPage County, Illinois.

Those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2022, indicated on the Check Sheet included herein supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included herein and the “Manual for Materials Inspection,” May 31, 2021, all issued by the State of Illinois, Department of Transportation are hereby incorporated by reference and shall apply to and govern the performance of the Contract for the City of Oakbrook Terrace Spring Road Tributary Stabilization, Eisenhower to Leahy Roads Project in DuPage County, Illinois.

Copies of the above documents are on file with the City and may be obtained from the following agency:

Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

See: <https://idot.illinois.gov/doing-business/sales/manual-sales/index>

CITY OF OAKBROOK TERRACE
SUPPLEMENTAL SPECIFICATIONS

The following Supplemental Specifications supplement the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2022, hereinafter referred to as the “Standard Specifications for Road and Bridge Construction,” those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 20221, indicated on the Check Sheet included herein supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included herein, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (Revision 2, January 2020) issued by the Illinois Department of Transportation. In case of conflict with any part, or parts, of said Specifications, the Special Provisions shall take precedence and shall govern.

DIVISION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101 DEFINITION OF TERMS

101.14 Department. *Delete Article 101.14 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

101.14 Department. Unless the context indicates otherwise, “Department” shall mean the “City” which shall mean the City of Oakbrook Terrace, Illinois.

101.16 Engineer. *Delete Article 101.16 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

101.16 Engineer. The City of Oakbrook Terrace City Administrator.

101.19 Inspector. *Delete Article 101.19 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

101.19 Inspector. The City of Oakbrook Terrace Director of Public Works, acting as the authorized representative of the City of Oakbrook Terrace, Illinois, assigned to make inspections of any or all portions of the work or material.

101.34 Resident Engineer/Resident Technician. *Delete Article 101.34 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

101.34 Resident Engineer/Resident Technician. The City of Oakbrook Terrace Director of Public Works, acting as the authorized representative of the City of Oakbrook Terrace, Illinois, in immediate charge of the engineering details of the project.

101.44 State. *Delete Article 101.44 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

101.44 State. The City of Oakbrook Terrace, Illinois.

101.56 City. *Add Article 101.56 to Section 101 of the Standard Specifications for Road and Bridge Construction to read as follows:*

101.56 City. The City of Oakbrook Terrace.

101.57 City Administrator. *Add Article 101.57 to Section 101 of the Standard Specifications for Road and Bridge Construction to read as follows:*

101.57 City Administrator. The City of Oakbrook Terrace City Administrator.

SECTION 102. ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION

102.01 Procedures to be in Accordance with Rules. *Delete Article 102.01 of the Standard Specifications for Road and Bridge Construction.*

SECTION 103. CONTRACT REQUIREMENTS *Delete Section 103 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

103.01 Familiarity with Contract Requirements. Prior to execution of the Contract, the Contractor:

103.01.01 Shall carefully examine the provisions of the Contract documents, inspect in detail the observable conditions at the site of the proposed Project, investigate and become familiar with local legal requirements affecting the Contract and become fully acquainted with the detailed requirements of the work and shall promptly report to the City all errors, inconsistencies or omissions which the Contractor may discover;

103.01.02 Shall verify all dimensions and existing conditions by actual measurement and observation. All discrepancies between the requirements of the Contract documents and the existing conditions or dimensions shall be reported to the City as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.

103.01.03 Agrees, subject to the terms and conditions of the contract documents, to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make reasonable examinations or gain a reasonable understanding of the Contract requirements.

103.02 Certifications. The executed Contract shall be accompanied by Contractor's Certification in the form attached hereto as Exhibit "A." The Contractor shall certify the following:

103.02.01 Illinois Taxes. The Contractor shall certify that if it is a partnership, it is not and its general partners are not, and, if it is a corporation, its shareholders holding

more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

103.02.02 Bid Rigging. The Contractor shall certify that, if it is a partnership, it has not and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

103.02.03 Drug-free Workplace. The Contractor shall certify that it will provide a drug-free workplace by:

103.02.03.01 Publishing a statement:

103.02.03.01.01 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

103.02.03.01.02 Specifying the actions that will be taken against employees for violations of such prohibition;

103.02.03.01.03 Notifying the employee that, as a condition of employment on such Contract, the employee will:

103.02.03.01.03.01 Abide by the terms of the statement;
and

103.02.03.01.03.02 Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

103.02.03.02 Establishing a drug-free awareness program to inform employees about:

103.02.03.02.01 The dangers of drug abuse in the workplace;

103.02.03.02.02 The Contractor's policy of maintaining a drug-free workplace;

103.02.03.02.03 Any available drug counseling, rehabilitation, and employee assistance program; and

103.02.03.02.04 The penalties that may be imposed upon employees for drug violations;

103.02.03.03 Making it a requirement to give a copy of the statement required by subparagraph 103.02.03.01.03 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

103.02.03.04 Notifying the City within ten (10) days after receiving notice under subparagraph 103.02.03.01.01.02 from an employee or otherwise receiving actual notice of such conviction;

103.02.03.05 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

103.02.03.06 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

103.02.03.07 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

103.02.04 Educational Loan. The Contractor shall certify that if it is an individual, that it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

103.02.05 Prohibited Interest in Contract. The Contractor shall certify that:

103.02.05.01 No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor, or

103.02.05.02 If the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

103.02.06 Gift Ban. The Contractor shall certify that:

103.02.06.01 No officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or

intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois; and

103.02.06.02 The Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

103.02.07 Substance Abuse. The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

103.02.08 Patriot Act. The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

103.03 Contract Bond. If the contract exceeds \$50,000, the Contractor shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the City, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the City. The City shall have sole discretion to determine acceptability of bonds.

103.03.01 Acceptability of Surety. The Contract Bond shall be issued by a surety that meets all of the following standards:

103.03.01.01 Has a current Best's rating of any level of "B" or better; and a current Best's financial class of "V" or higher;

103.03.01.02 Is duly licensed in the State of Illinois by the Department of Insurance and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance;

103.03.01.03 Does not have a history of unacceptable performance related to the City's claims;

103.03.01.04 Is listed in current U.S. Treasury Circular 570; and

103.03.01.05 Neither the firm nor any of its officers or owners shall have been convicted of a felony, unless more than one year has passed since the completion of the felony sentence, and further, the firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

103.03.02 Unacceptable Performance of a Surety. Unacceptable performance of a surety, related to the City's claims, may consist of one or more of the following:

103.03.02.01 Failure to abide by the terms of the bond;

103.03.02.02 Failure to respond to the City's termination notice within ten (10) working days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient.

103.03.02.03 Failure to begin completion work at the construction project site within fifteen (15) calendar days of the execution of the takeover agreement, absent material factors beyond the control of the surety which delay commencement and the surety's demonstration of good faith efforts to begin work as soon as possible;

103.03.02.04 Failure to respond to the City's communications within a reasonable time;

103.03.02.05 Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein;

103.03.02.06 Failure to pay suppliers, subcontractors and claims on a timely basis;

103.03.02.07 Failure to properly utilize the City's procedures and forms as required;

103.03.02.08 Failure to work cooperatively and in good faith with the City;

103.03.02.09 Failure to provide a copy of its bond in a timely fashion to a subcontractor or material supplier upon request.

103.03.03 Signatures. The contract bond shall contain original signatures in ink of the Contractor and an officer of the surety, including a notary statement authenticating signatures and appropriate power of attorney of the surety.

SECTION 104. SCOPE OF WORK.

104.01 Intent of the Contract. *Add the following to Article 104.01 of the Standard Specifications*

for Road and Bridge Construction:

104.01.01 The work for this project shall consist of a single contract for all materials, equipment, labor, tools and necessary apparatus required and all collateral work needed to complete the project as specified herein.

104.01.02 The Contract is a unit price contract. Any items for which there is not a pay item contained in the Contract shall be considered incidental to the Contract.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work. *Add the following to Article 104.02 of the Standard Specifications for Road and Bridge Construction:*

104.02.02 All changes in work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time the change is ordered. An extension of time shall be the Contractor's sole remedy for any delay caused by changes in the work unless such delay has been caused by acts constituting intentional interference by the City with the Contractor's performance of the work; however, the City's exercise of its rights to make changes in the work pursuant to the contract documents, regardless of the extent or number of such changes, or the City's exercise of any of its remedies to suspend the work or require correction of defective work, shall not under any circumstances be construed as intentional interference with the Contractor's performance of the work. Except for minor changes in the work for which the Engineer gives oral direction, or in an emergency endangering life or property, no extra work or change in the work shall be made except upon the written order of the Engineer; and no claim for an addition to the Contract Sum shall be valid unless so ordered. No course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the work, and no claim that the City has been unjustly enriched by any alteration or addition to the work shall be the basis of any claim to an increase in any amounts due under the Contract or a change in any time period provided for in the contract documents.

The value of any such change in the work shall be determined according to Article 109.04. The Contractor shall proceed with the work under the order of the Engineer. Pending final determination of the value of any change in work, partial progress payments on account of changes ordered by the Engineer shall be based on the Engineer's estimate. Prior to final payment, the Engineer shall certify the amount due to the Contractor, including reasonable allowances for overhead and profit.

SECTION 105. CHANGES IN THE WORK.

105.01 Authority of the Engineer. *Add the following to Article 105.01 of the Standard Specifications for Road and Bridge Construction:*

105.01.01 All change orders less than \$20,000 may be approved by the City Administrator. All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$10,000 or more, but less than \$20,000, and the time of completion by a total of less than thirty (30) days, shall require the City Administrator to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the

contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City. All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a contract by a total of \$20,000 or more or the time of completion by a total of thirty (30) days or more shall require the City Council to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the City.

105.01.02 If a change order authorizes or necessitates any increase in the contract price that is fifty percent (50%) or more of the original contract price or that authorizes or necessitates any increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price, then the portion of the contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original contract was bid.

105.01.03 Claims for extra work that have not been authorized in writing by the City Administrator will be rejected.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC.

107.01 Laws to be Observed. *Add the following to Article 107.01 of the Standard Specifications for Road and Bridge Construction:*

107.01.01 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.01.03 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information. Any documents, data, records or other information relating to the project and all information secured by the Contractor from the City in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the City, unless so required by court order.

107.01.06 Contractor Licensing. The Contractor is responsible for any applicable licensing with the appropriate authority of itself and of its subcontractors and all certificates called for by the specifications (e.g., welding certificate). The Contractor shall forward to the

City Administrator evidence of proper licenses prior to the Contractor's or a subcontractor's commencing any work. The Contractor shall not knowingly allow any activity to commence or accept any work installed by a non-licensed subcontractor or tradesman where licensure is required.

107.03 Employment Preference. *Add the following to Article 107.03 of the Standard Specifications for Road and Bridge Construction:*

107.03.01 In the employment and appointment to fill positions to perform work under the Contract, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country and have served under one or more of the following conditions:

107.03.01.01 The veteran served a total of at least 6 months; or

107.03.01.02 The veteran served for the duration of hostilities regardless of the length of engagement; or

107.03.01.03 The veteran served in the theater of operations but was discharged on the basis of a hardship; or

107.03.01.04 The veteran was released from active duty because of a service-connected disability and was honorably discharged.

107.03.02 Such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment;

107.03.03 No preference shall be given to veterans, not residents of the City, over residents thereof, who are not veterans.

107.08 Sanitary Provisions. *Add the following to Article 107.08 of the Standard Specifications for Road and Bridge Construction:*

107.08.01 The Contractor shall, at the beginning of the work, provide on the premises an acceptable, suitable, temporary convenience and enclosure for the use of the workers on the job and shall maintain same in a sanitary condition, and remove same and all its contents at the completion of the work.

107.09 Public Convenience and Safety. *Add the following to Article 107.09 of the Standard Specifications for Road and Bridge Construction:*

107.09.01 The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed.

The Contractor shall erect substantial barricades to protect its work at all points deemed necessary. The Contractor shall place at such points the necessary warning signs, amber

lights and other suitable devices to protect its work properly and to provide for the convenience and safety of the public at all times. The Contractor shall maintain such barricades, signs, light and protective devices as deemed necessary. Cost of erection and maintenance of the barricades shall be incidental to the Contract. When suitable, the City will install all necessary barricades to protect the public. The charges for the placing of barricades shall be charged to the Contractor at the rate currently in effect by the City and on file with the City and deducted from all invoices due under the Contract.

107.14 Maintenance of Traffic. *Add the following to Article 107.14 of the Standard Specifications for Road and Bridge Construction:*

107.14.01 The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets and at private driveway entrances. The City reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the restoration of daily traffic and permit accessibility to private driveway entrances before work is started on any additional sections of the project.

107.14.02 The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise. Neither the materials excavated nor the materials or equipment used in the construction of the work shall be so placed as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes, fire alarms or police call boxes in the vicinity.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals and the property against injury.

The City reserves the right to remedy any neglect on the part of the Contractor as regards to the protection of the work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due the Contractor.

107.14.03 The Contractor shall advise the Police and Fire Departments daily as to what streets, if any, are to be closed so that they can reroute their emergency vehicles.

107.16 Equipment on Pavement and Structures. *Add the following to Article 107.16 of the Standard Specifications for Road and Bridge Construction:*

107.16.01 No vehicle of any kind shall be placed, parked or operated upon or over any sodded areas at any time except as authorized by the Engineer or his or her authorized representative.

107.26 Indemnification. *Delete the first paragraph of Article 107.26 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

107.26 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or

willful act or omission of the Contractor arising or in consequence of the performance of the work by the Contractor. The Contractor shall defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its officials, agents and employees for their own negligent acts or omissions.

Any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, employees and agents as herein provided.

To the extent that money is due the Contractor by virtue of the Contract as shall be considered necessary in the judgment of the City, may be retained by the City to protect itself against said loss until such claims, suits or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the City.

107.27 Insurance. *Add the following to Article 107.27 of the Standard Specifications for Road and Bridge Construction:*

107.27.1 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

107.27.1.1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the City named as additional insured on a primary and non-contributory basis. This primary, non-contributory, additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement

CG 20 10 (Exhibit "A") or CG 20 26 (Exhibit "B") and CG 20 01 04 13 (Exhibit "C"). CG 20 37 - Completed Operations – (Exhibit "D"); and

107.27.1.2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

107.27.1.3. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.1.4. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal Sites resulting from a pollution incident at, on or migrating beyond the site and also provide coverage for incidents occurring during transportation of pollutants.

107.27.2 Minimum Limits of Insurance.

In addition to the limits of liability specified in Article 107.27 of the *Standard Specifications for Road and Bridge Construction*, the Contractor shall maintain limits no less than the following:

107.27.2.1 Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

107.27.3 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.4 Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

107.27.4.1 General Liability and Automobile Liability Coverages.

107.27.4.1.1. The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's work, including activities performed by or on behalf of 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 to the City, its officials, agents, employees and volunteers.

107.27.4.1.2. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

107.27.4.1.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

107.27.4.1.4. The Contractor’s insurance shall contain a Severability of Interests/Cross Liability clause or language stating that the Contractor’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.

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

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

107.27.4.1.7. The Contractor and all subcontractors shall waive any limitation as to the amount of contribution recoverable against them by the City. 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 held in *Kotecki v. Cyclops Welding*.

107.27.4.2 Workers’ Compensation and Employers’ Liability Coverage.

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

107.27.4.2.1 NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers’ compensation coverage applies under Contractor’s coverage rather than the City’s, if the City is borrowing, leasing or in day-to-day control of contractor’s employee.

107.27.4.3. Professional Liability Coverage.

If the Contractor is required under the Contract to provide design, architectural, engineering, surveying or professional consultant services, the following coverage is required:

107.27.4.3.1 Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Contract, with a deductible not-to exceed \$50,000 without prior written approval of the City.

107.27.4.3.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

107.27.4.3.3 The Contractor shall provide the City with a certified copy of actual policy for review.

107.27.4.3.4 The professional liability insurance policy shall provide indemnification and defense for injury or damage arising out of acts, errors or omissions in providing, but not limited to, the following professional services:

107.27.4.3.4.1 Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

107.27.4.3.4.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

107.27.4.4 All Coverages.

107.27.4.4.1 No Waiver. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of the Contract by any act or omission, including, but not limited to:

107.27.4.4.1.1 Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

107.27.4.4.1.2 Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

107.27.4.4.2 Each insurance policy required shall have the City expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

107.27.5 Acceptability of Insurers. The City shall exercise sole discretion to determine the acceptability of the Contractor's insurance carriers as of the time of contract execution. Subsequent to execution, if the Contractor chooses to change carriers, the City's approval is required. The insurance carriers used by the Contractor shall have a minimum insurance rating of A- and a financial rating of VII according to the Best's Key Rating Guide, shall be duly licensed to do business in the State of Illinois by the Illinois Department of Insurance, shall not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance and shall not have a history of unacceptable performance related to claims involving the City or on City projects.

107.27.6 Unacceptable Performance of Insurance Company. Unacceptable performance of an insurance company related to claims involving the City or on City projects may consist of one or more of the following:

107.27.6.1 Failure to abide by the requirements of the applicable contract for projects or the applicable bidding documents;

107.27.6.2 Failure to respond to the City's communications within a reasonable time;

107.27.6.3 Failure to acknowledge receipt of a claim within thirty (30) calendar days;

107.27.6.4 Failure to investigate and respond to a claim within sixty (60) calendar days;

107.27.6.5 Unjustified denial of coverage or reservation of rights to deny coverage for claims;

107.27.6.6 Failure to pay meritorious claims on a timely basis;

107.27.6.7 Failure to work cooperatively and in good faith with the City;

107.27.6.8 Failure to provide the City with requested documentation within a reasonable time, including but not limited to, insurance policies, inspection reports, certificates, binders, and general correspondence.

107.27.7 Verification of Coverage. The Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit "D"), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 (Exhibit "A") or CG 20 26 (Exhibit "B") and CG 20 01 (Exhibit "C") – Primary and Non-Contributory, and CG 20 37 (Exhibit "D") – Completed Operations, where required. The City reserves the right to request full, certified copies of the insurance policies and endorsements.

The contract will not be executed by the City until acceptable evidence of coverage is on file with the City. The Contractor shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. The City may stop payment to the Contractor if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

107.27.8 Subcontractors. The Contractor 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.

107.27.9 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, 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.

107.28 Contractor Safety Responsibility. *Add the following to Article 107.28 of the Standard Specifications for Road and Bridge Construction:*

107.28.01 Public Safety and Convenience. The Contractor shall be solely responsible for the safety of persons, property or the work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement delivered to the City Administrator at the time of the change.

During its operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust and rubbish as practical and shall remove the same entirely and at once if, in the opinion of the Engineer, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

The Contractor shall be liable for damages to property, real or personal, which may arise from its operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor, prior to the end of a day's work, shall fill all trenches, remove all excess dirt from the street and clean the work area to the satisfaction of the Engineer. No barricades shall remain blocking the street unless approved by the Engineer.

All loss/damage claims to property as a result of the Contractor's work shall be reviewed by the Contractor and/or its insurance carrier within thirty (30) days after the Contractor receives the claim. If the claim is denied in whole or part, the Contractor, or its insurance carrier must notify the property owner and the City of the reasons for denial within thirty (30) days of receipt of the claim. If there are special circumstances that require more than thirty (30) days to process a claim, the property owner and the City may be sent a notice within the thirty- (30-) day period explaining why more time is needed. In all circumstances, however, failure on the part of the Contractor or the Contractor's insurance carrier to process a claim within ninety (90) days of notification, will result in the City's determining the

Contractor responsible for the claim; and the City shall, if need be, reimburse the property owner(s) for the claimed losses out of the Contractor's final payout.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish and debris and shall leave the work site in a neat and presentable condition wherever its operations have disturbed conditions which existed at the time the work began. The cost of this clean-up shall be incidental to the contract.

107.30 Contractor's Responsibility for Work. *Add the following to Article 107.30 of the Standard Specifications for Road and Bridge Construction:*

107.30.01 The Contractor shall supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work and shall have a copy of the Specifications on site at all times.

107.35 Construction Noise Restrictions. *Add the following to Article 107.35 of the Standard Specifications for Road and Bridge Construction:*

107.35.01 All engines and engine-driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Construction shall be confined to a period beginning at 7:00 a.m. and ending at 6:00 p.m. Monday through Friday. These time regulations shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs and lighting or to construction of an emergency nature.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Engineer.

107.42 Selection of Labor. *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

107.42 Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

107.42.01 Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has

exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

107.42.02 Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Administrator. The Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

107.42.03 This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

107.43 **Equal Employment Opportunity.** *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

107.43 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

107.43.01 Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

107.43.02 If it hires additional employees in order to perform the contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

107.43.03 In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

107.43.04 Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so

notify the Illinois Department of Human Rights; and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

107.43.05 Submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

107.43.06 Permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

107.43.07 Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such or provisions of the contract will be binding upon such subcontractor. In the same manner as with other provisions of the contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractor; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the City; and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

107.44 Non-Segregated Facilities. *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

107.44 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding

\$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

107.45 Substance Abuse Prevention. *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

107.45 Substance Abuse Prevention. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

107.46 Public Works Employment Discrimination Act. *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

107.46 Public Works Employment Discrimination Act. The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the City. The Contractor, subcontractor nor any person on his, her or its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the City on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the City, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this article.

107.47 Conflicts of Interest. *Add the following to Section 107 of the Standard Specifications for Road and Bridge Construction:*

107.47 Conflicts of Interest. The Contractor has disclosed and is under a continuing obligation to disclose to the City, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit the Contractor from having or continuing the contract, including those which may conflict in any manner with any of the Contractor's obligations under this contract. The Contractor shall not employ any person with a conflict to perform under this contract. A conflict of interest exists if:

107.47.01 Shareholder, director, officer member or partner of the Contractor (i) holds an elective office in City; (ii) is an appointed officer or employee of the City;

107.47.02 A City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City

officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

107.47.03 Solicitation of City Employees. The Contractor shall notify the City Administrator if it solicits or intends to solicit for employment any of the City's employees during any part of the procurement process or during the term of the Contract and shall notify the City's Mayor if it solicits or intends to solicit for employment the City Administrator during any part of the procurement process or during the term of the Contract.

SECTION 108. PROSECUTION AND PROGRESS.

108.02 Labor, Progress Schedule. *Add the following to Article 108.02 of the Standard Specifications for Road and Bridge Construction:*

108.02.01 The Contractor's attention is directed to Article 3 of the Contract, the number of calendar days for completion of the work.

108.03 Labor, Prosecution of the Work. *Add the following to Article 108.03 of the Standard Specifications for Road and Bridge Construction:*

108.03.01 The Contractor shall not begin work to be performed under the contract until the City issues a Notice to Proceed.

108.03.02 The work herein specified shall be prosecuted with such force as the City may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgment of the City, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the City for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of those specifications, the City shall have full right and authority to take the work out of the hands of the Contractor and employ other workers to complete the unfinished work, or to re-let the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due and owing to the Contractor.

108.05 Completion Date and Completion Date plus Working Days. *Add the following to Article 108.05 of the Standard Specifications for Road and Bridge Construction:*

108.05.01 The Contractor shall complete the work within _____ (____) calendar days after the date of the Notice to Proceed unless additional time shall be granted by the City in accordance with the provisions of the Specifications. In case of failure to complete the Work within the time described herein or within such extra time as may have been allowed by extensions, the City shall withhold from such sums as may be due the Contractor under the

terms of this contract, the costs as set forth in the Schedule of Deductions in Article 108.09 which costs will be considered and treated not as a penalty but as damages due the City from the Contractor by reasons of inconvenience and added costs to the City resulting from the failure of the Contractor to complete the Work within the time specified in the contract.

108.06 Labor, Methods, and Equipment. *Add the following to Article 108.06 of the Standard Specifications for Road and Bridge Construction:*

108.06.01 Overtime Work. Except in connection with the safety or protection of persons, the work or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Engineer's written consent given after prior written notice.

108.06.02 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the director of the City certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.06.03 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract; and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. No additional notice of a change in wage rates is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

The Contractor and each subcontractor shall make and keep, for a period of not less than five years, records of all laborers, mechanics and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit, no later than the 15th day of each calendar month, a certified payroll for the immediately preceding month with the Illinois Department of Labor. The Illinois Department of Labor maintains a Certified Transcript of

Payroll portal for this purpose.

Upon two business days' notice, the Contractor and each subcontractor shall make the records available for inspection to the Director of Labor and his or her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit its employees to be interviewed on the job, during working hours, by compliance investigators of the Illinois Department of Labor.

108.09 Failure to Complete the Work on Time. *Delete the Schedule of Deductions for Each Day of Overrun in the Contract Time of Article 108.09 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

108.09.01

Schedule of Deductions for Each Day of Overrun in the Contract Time	\$500.00 per Calendar Day
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SECTION 109. MEASUREMENT AND PAYMENT

109.01 Scope of Payment. *Add the following to Article 109.01 of the Standard Specifications for Road and Bridge Construction:*

109.01.01 In the measurement and estimation of the quantities in any of the proposed work, no special customary or trade rate shall be considered; but only actual number, length, area, solid contents or weight will govern.

109.02 Scope of Payment. *Add the following to Article 109.02 of the Standard Specifications for Road and Bridge Construction:*

109.02.01 Taxes. The City is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.02.02 Payment Withheld. The City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied;
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the Contractor to submit or properly complete the required documentation to support the payment;
4. Failure of the Contractor to make payments properly to subcontractors or for materials or labor;

5. Damage to other contractors' tools, materials, work or equipment.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

109.07 Partial Payments and Retainage. *Add the following to Article 109.07 of the Standard Specifications for Road and Bridge Construction:*

109.07.01 Progress Payments. No more frequently than one each month the Contractor may make a request for payment not less than fourteen (14) days before the first or third Monday of the month. Upon receipt of a request for payment from the Contractor, if the rate of progress is satisfactory to the City, and if it appears that all claims for labor and materials are satisfied, the Engineer shall make a written estimate of the amount of work performed in accordance with Article 109.07(a) of the value of the work satisfactorily completed and in place at the time of issuing such estimate less the amount of previous payments made to the Contractor. Upon approval of the amount by the Engineer, the City shall inform the Contractor of the approved amount for which the necessary waivers of lien should be made. The City will deduct from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the Engineer. After fifty percent (50%) or more of the work is completed, the Engineer may, at the Engineer's discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than five percent (5%) of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than \$500.00.

Payments shall be made pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

109.07.02 Progress Payments Documentation. The Contractor shall supply and each Engineer's estimate shall be accompanied by the following, all in form and substance satisfactory to the City:

- (A) A duly executed and acknowledged sworn statement (Contractor's Affidavit) substantially in the form attached as Exhibit "F" showing all subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements (Subcontractor's Affidavit) substantially in the form attached as Exhibit "G" from all subcontractors and, where appropriate, from sub-subcontractors;
- (B) Duly executed unconditional waivers of mechanics' and materialmen's liens

of the money due or to become due herein, establishing payment to the Contractor and each and every subcontractor or material supplier of all such obligations to cover the full amount of the Engineer's estimate to release the City of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the City without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the City of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the City harmless from all claims of subcontractors, laborers, workers, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work;

(C) Sworn statements or lien waivers supporting the Engineer's estimates submitted late by the Contractor to the Engineer will result in the Engineer's estimate's not being processed until the following month;

(D) The waiver(s) of lien shall include the amount paid to any subcontractors and suppliers, and their respective supporting waivers of lien shall be submitted to the City prior to approval of payment. The Contractor's Affidavit shall show names of all suppliers and subcontractors providing materials and services for the Contractor or subcontractor. Waivers of mechanics lien from the Contractor shall be substantially in the form attached as Exhibit "H." Waivers of mechanics lien from subcontractors shall be substantially in the form attached as Exhibit "I." Waivers of mechanics lien from material suppliers shall be substantially in the form attached as Exhibit "J."

109.08 Acceptance and Final Payment. *Add the following to Article 109.08 of the Standard Specifications for Road and Bridge Construction:*

109.08.1 Final Payment. Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed.

A request for final payment shall be accompanied by the documentation outlined in Article 109.07. Final waivers of mechanics lien from the Contractor shall be substantially in the form attached as Exhibit "H." Final waivers of mechanics lien from subcontractors shall be substantially in the form attached as Exhibit "I." Final waivers of mechanics lien from material suppliers shall be substantially in the form attached as Exhibit "J."

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, has delivered to the City a complete release of all liens arising out of this Contract and, if required, an affidavit that so far as the Contractor has knowledge and information, the releases include all labor and material for which a lien could be filed; provided that if any subcontractor refuses to furnish a release in full, the Contractor may furnish a bond satisfactory to the City, to indemnify it against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the City may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys' fees.

All warranties and guarantees required under the contract documents shall be assembled and delivered to the City by the Contractor as part of the final application for payment, and the Contractor shall assign to the City any and all manufacturer's warranties relating to materials and labor used in the work. Final payment will not be made by the City until all warranties and guarantees have been received and assigned.

109.09 Contract Claims. *Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read: "All claims shall be submitted to the Engineer."*

Revise subparagraph (e) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:

Procedure. All claims shall be submitted to the Engineer. The Engineer shall consider all information submitted with the claim. Claims not conforming to this article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Circuit Court of DuPage County, Illinois. The Engineer's written decision shall be the final administrative action of the City. Unless the Contractor files a claim for adjudication by the Circuit Court of DuPage County, Illinois, within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.

109.11 Contractor Record Retention. *Add the following to Article 109.11 of the Standard Specifications for Road and Bridge Construction:*

109.11.01 The Contractor shall maintain all books and records relating to the performance of the work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission has been obtained. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the

time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this article or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

EXHIBIT "A"

**POLICY NUMBER:
COMMERCIAL GENERAL LIABILITY**

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 37 07 04

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EXHIBIT "C"

**POLICY NUMBER:
LIABILITY
CG 20 01 04 13**

COMMERCIAL GENERAL

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Name Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

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EXHIBIT "D"

**POLICY NUMBER:
CG 20 37 07 04**

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products -completed operations hazard".

CG 20 37 07 04

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EXHIBIT "E" (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE COMPLETED(MM/DD/YYYY)	
PRODUCER Name of Insurance Broker				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED COVERAGES Name of Contractor				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD=L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP.IDATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNERS & CONT PROT ((If REQUIRED)) <input type="checkbox"/> _____ GEN=L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS= LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATU- _ OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DIESEASE-POLICY LIMIT	\$1,000,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS. List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: City of Oakbrook Terrace, its officials, employees, agents and volunteers. ACORD 25 (2001/08)ACORD CORPORATION 1988				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
				SIGNATURE OF AUTHORIZED AGENT			

EXHIBIT "F"

IN WITNESS WHEREOF the undersigned has executed this Contractor's Affidavit this _____ day of _____ 20__.

By: _____, Authorized Agent
(Authorized Agent of Contractor)

ATTEST:

By: _____

I, _____ do hereby certify that before me this day in person
(Name of Notary Public)

appeared _____, personally known to me to be an authorized agent of _____, a corporation, and _____, personally known to me to be the _____ of the company and each severally acknowledged that they signed and delivered the foregoing instrument in their respective capacities herein set forth, pursuant to the authority given under the operating agreement of the company, as the free and voluntary act of the company, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____ 20__.

Notary Public

EXHIBIT "G"

SUBCONTRACTOR'S AFFIDAVIT

State of Illinois)
) ss.
 County of DuPage)

TO: City of Oakbrook Terrace, Illinois
 17W275 Butterfield Road
 Oakbrook Terrace, Illinois 60181

I, _____, being first duly sworn, depose and say that I am an authorized agent of _____, a corporation, which has a contract with _____

_____ for the furnishing of _____ for the _____ project, located in Oakbrook Terrace, Illinois (the "Project").

The total amount of the contract for the furnishing of _____ for the Project, including extras, is \$ _____ on which payment of \$ _____ has been received prior to this payment.

The names of all parties who have furnished labor or material, or both, for the Project and all parties having contracts or subcontracts for labor or material, or both, the amount due or to become due to each are listed below. All waivers are true, correct and genuine and delivered unconditionally, and there is no claim either legal or equitable to defeat the validity of the waivers.

Name Address	Work	Contract Price	Amount Paid	This Payment	Balance Due
		\$	\$	\$	\$
Total Labor and Material to Complete		\$	\$	\$	\$
Amount of Original Contract	\$ _____	Work Completed to Date		\$ _____	
Extras to Contract	\$ _____	Less _____% Retained		\$ _____	
Total Contract and Extras	\$ _____	Net Amount Earned		\$ _____	
Credits to Contract	\$ _____	Net Previously Paid		\$ _____	
Adjusted Total Contract	\$ _____	Net Amount of this Payment		\$ _____	
		Balance to become Due (Incl. Retention)		\$ _____	

There are no other contracts outstanding, and there is nothing due or to become due to any person for labor or material of any kind done or to be done upon or in connection with the Project other than listed above. The items listed above include all labor and material for the Project according to the plans and specifications.

EXHIBIT "G"

IN WITNESS WHEREOF the undersigned has executed this Contractor's Affidavit this _____ day of _____ 20__.

By: _____, Authorized Agent
(Authorized Agent of Contractor)

ATTEST:

By: _____

I, _____ do hereby certify that before me this day in person
(Name of Notary Public)
appeared _____, personally known to me to be an authorized agent of
_____, a corporation, and _____, personally known to me to be
the
_____ of the company and each severally acknowledged that they signed and delivered the
foregoing instrument in their respective capacities herein set forth, pursuant to the authority given under the
operating agreement of the company, as the free and voluntary act of the company, and as their own free and
voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____ 20__.

Notary Public

EXHIBIT "I"

**WAIVER OF LIEN
ON FUNDS FOR PUBLIC IMPROVEMENTS - SUBCONTRACTOR**

TO: City of Oakbrook Terrace, Illinois
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181

WHEREAS, _____ (the "Contractor") under a contract with the City
of

(Name of Contractor)
Oakbrook Terrace, Illinois (the "City") employed _____ (the
"Subcontractor") to furnish

(Name of Subcontractor)

labor and/or material in the amount of \$ _____ for the public improvement known as
the

(Amount of Payment)
_____ Project.

(Description of Project)

NOW, THEREFORE, for and in consideration of the payment of \$ _____, the receipt of which is
hereby acknowledged, the Subcontractor does hereby release, remises and forever discharges the City and any and all claim for
lien pursuant to Section 23 of the Illinois Mechanic's Lien Act (770 ILCS 60/23) against the money, bonds or warrants due or
to become due the Contractor from the City on account of having furnished materials, apparatus, fixtures, machinery or labor
on said public improvement.

IN WITNESS WHEREOF the undersigned has executed the Final Waiver of Lien on Funds for Public Improvements
this _____ day of _____, 20__.

Subcontractor: _____
(Name of Subcontractor)

By: _____
President

ATTEST:

By: _____
Secretary

State of Illinois)
) ss.
County of _____)

I, _____ do hereby certify that before me this day in person appeared
(Name of Notary Public)
_____, personally known to me to be the _____ of
(Name of officer or agent) (Title or Office)
_____, a corporation, and _____, personally known
(Name of Subcontractor) (Name of Secretary of Subcontractor)

to me to be the secretary of the corporation and each severally acknowledged that they signed and delivered the foregoing
instrument in their respective capacities herein set forth and caused to be affixed thereto the corporate seal of the corporation,
pursuant to the authority given under the articles and bylaws of the corporation, as the free and voluntary act of the
corporation, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

EXHIBIT "I"

EXHIBIT “K”

DuPage County Prevailing Wage Rates posted on 1/6/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		45.90	46.90	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		52.61	57.34	2.0	2.0	2.0	2.0	6.97	22.34	0.00	1.40	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
CEMENT MASON	All	ALL		47.50	49.50	2.0	1.5	2.0	2.0	16.75	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	All	BLD		34.71	37.51	1.5	1.5	2.0	2.0	12.85	23.75	3.20	0.68	0.10
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		41.83	46.08	1.5	1.5	2.0	2.0	12.85	27.00	6.85	0.85	0.10
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	NE	ALL		45.67	47.67	1.5	1.5	2.0	2.0	13.68	16.39	0.00	0.65	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		47.73	49.23	1.5	2.0	2.0	2.0	14.99	23.42	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

EXHIBIT "K"

OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	E	ALL		52.13	54.63	2.0	2.0	2.0	2.0	14.23	23.99	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		48.60	51.52	1.5	1.5	2.0	2.0	11.70	20.98	0.00	1.02	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.58	14.56	0.00	0.96	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STEEL ERECTOR	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.06	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.21	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	3	40.41	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	4	40.61	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TUCK POINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

EXHIBIT "K"

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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

EXPLANATION OF CLASSES

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

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

TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when

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used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state

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which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

SPECIAL PROVISIONS

The following special provisions supplement the IDOT Standard Specifications for Road and Bridge Construction, (Standard Specifications), adopted January 1, 2022, and shall govern the work. In case of conflict with any part or parts of said Standard Specifications, the following Special Provisions shall take precedence and shall govern.

Special Provisions

City of Oakbrook Terrace

Spring Road Tributary Restoration Project

Introduction

The City of Oakbrook Terrace, DuPage County, IL is proposing to restore Spring Road Tributary (aka - Oak Brook Tributary), within the City limits. The Tributary is an excavated channel that passes primarily through a residential area. Additionally, a small unnamed tributary to the mainstem will also be restored. There is a total stream reach of 4,700 linear feet (+/-9,400 linear feet of streambank) that was evaluated for restoration.

- Based on the completed study, a total of 2,819 feet of streambank requires restoration.
- Additionally, all non-native trees and shrubs adjacent to the 4,700 linear feet of stream will be removed and the herbaceous groundcover restored per the engineering plans.
- The CONTRACTOR shall also provide 3-years of maintenance and monitoring of the installed vegetation in accordance with the "Spring Road Tributary, Oakbrook Terrace, IL – Native Planting and Seeding and BMP Performance Standards and Specifications", dated October 27, 2021, prepared by Christopher B Burke engineering, Ltd.
- The CONTRACTOR shall be obligated to achieve the performance standards for the applicable native seeded areas. Failure to achieve the performance standards may obligate the CONTRACTOR to perform remedial activities at their expense to achieve the required performance standards. Factors that are beyond the CONTRACTOR's control will be taken into consideration.
- The 3-year maintenance and monitoring period shall commence March 1, 2023, and shall be completed December 1, 2025, unless additional remedial activities are required, as described in the preceding paragraph. The CONTRACTOR shall also provide interim post construction maintenance from, completion of construction, until March 1, 2023, when the formal maintenance and monitoring tasks begin.

This contract is being established on a Lump Sum basis. If at any time the contractor believes that additional material or labor expenses are required beyond the Lump Sum Fee, that contractor shall submit in writing the request and associated costs for consideration, review, comment, and if acceptable to the ENGINEER, approval. Unit Costs will be established during the contracting process.

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Special Provisions

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION

Revise Article 105.03(a) of the IDOT Standard Specification to read:

“(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction.

When the ENGINEER is notified or determines an erosion and/or sediment control deficiency(s) exists, or the CONTRACTOR’s activities represent a violation of the CITY’s NPDES permits, the ENGINEER will notify and direct the CONTRACTOR to correct the deficiency within a specified time. The specified time, which begins upon notification to the CONTRACTOR, will be from ½ hour to 1 week based on the urgency of the situation and the nature of the work effort required. The ENGINEER will be the sole judge.

A deficiency may be any lack of repair, maintenance, completion of weekly inspection reports or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the CITY’s NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

The CONTRACTOR shall complete the weekly inspection reports provided in the Storm Water Pollution Prevention Plan (SWPPP) and submit them to the ENGINEER and the CITY on a weekly basis and after every rain event for approval. Failure to complete this form shall be considered a deficiency.

If the CONTRACTOR fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the CONTRACTOR and end with the ENGINEER’s acceptance of the correction. The daily monetary deduction will be \$500. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day.”

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (SPECIAL)

Description. Removal and Disposal of Unsuitable Material shall be in accordance with the applicable portions of Sections 202 and 203 of the "Standard Specifications for Road and Bridge Construction".

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (SPECIAL) has been included in the contract with a nominal quantity for miscellaneous debris encountered during the excavation of the channel. Items may include but are not limited to trash, wood debris, concrete, and miscellaneous metals. This material shall be hauled away and properly disposed of. This item shall also include excavated material that does not meet the requirement for disposal at a Clean Construction Demolition Debris (CCDD) fill site.

It shall be noted that the intent of the project is to re-use on-site as much of the material as possible that does not meet the requirements for CCDD disposal.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL (SPECIAL) which shall

include all material, equipment, and labor to excavate, handle, and properly dispose of the material as described herein.

MATERIAL AND EQUIPMENT STORAGE

The project site has limited access and boundary constraints, all of which the CONTRACTOR accepts full responsibility. Any staging area(s) for materials, equipment, or other which are required by the CONTRACTOR shall be the responsibility of the CONTRACTOR. No equipment or materials shall be stored within the floodway/floodplain. If necessary, the CONTRACTOR shall enter into a separate contract with a private property owner which is outside the scope of this contract.

ITEMS AS ORDERED BY ENGINEER

Description. This work shall consist of any work that may be discovered during construction that is deemed necessary by the ENGINEER and/or CITY within the project limits to complete the work described in the contract. The CONTRACTOR will be required to provide backup documentation to the ENGINEER for this work and to justify the costs. Any dollars not used will not be paid to the CONTRACTOR at final payout. In most cases, a request for a cost prior to completion of the work will be requested for review and approval.

Construction Requirements. All work shall conform to the appropriate Articles of the Standard Specifications, CITY ordinances, CITY details and specifications that are considered industry standards or standards set forth by a governing body for the furnishing, fabrication, installation, or removal of the included items.

Disposal of Material and Safety. All materials resulting from this extra work shall be disposed of at the CONTRACTOR's expense, outside the limits of the job, at locations acceptable to the ENGINEER and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-671.

Method of Measurement. This work will be measured for payment in the appropriate dimensions for the work performed.

LANDSCAPE BLOCK WALL AND BOULDER TOE

Description: A big block retaining wall will be installed at the location identified on the Engineering plans. The existing retaining wall shall be removed and legally disposed of by the CONTRACTOR. The new wall and boulder toe shoreline treatment shall be precisely installed at the location and heights as specified on the attached Engineering plans. The CONTRACTOR shall carefully, scale, measure, and survey to accurately install the wall as shown.

Following installation of the landscape wall and boulder toe bank protection, an as-constructed survey of the landscape block wall and associated boulder toe bank protection between stations 13+30 to 15+40, as depicted on the plans, shall be completed to allow review/comparison of the installation to the Engineering plans and to allow submittal for review by the CITY of Oakbrook Terrace and DuPage County. The as-constructed topographic survey shall extend at least 20 feet out from the top of slope to either side of the channel.

This work shall include all grading, demolition of existing wall, disposal of unsuitable materials, acquisition, installation, grades, and dimensions as shown on the plan, and landscape restoration seeding and blanketing, and as constructed topographic survey. All work required to complete the project as shown on the Engineering plans between stations 13+30 to 15+40 will be paid on a lump sum basis.

Materials: The Landscape wall shall consist of Redi-Rock blocks, as shown on sheet 15 of 22 of the Engineering plans. The finish shall be Redi-Rock LedgeStone. No substitutions are allowed unless the Redi-Rock block is no longer available. If that situation arises, substitutions of equivalent materials shall be submitted for review and approval by the ENGINEER, or the CITY of Oakbrook Terrace, prior to the block being ordered from the supplier.

Installation Detail: The block shall be installed in accordance with the details shown on sheet 15 of 22 of the Engineering plans.

Method of Measurement and Payment: The Landscape Block Wall AND BOULDER TOE will be measured in place to confirm height, width, length, and X, Y, and Z location are met. The Landscape Block Wall shall be incidental to the LUMP SUM price as part of the overall contract.

DRAINAGE PIPE CUT-OFF AND EXTENSION

Description: The CONTRACTOR may encounter drainage pipes that were not picked up by the topographic survey within the work limits. The CONTRACTOR shall be aware of the notes found on sheet 2 of the Engineering plans regarding the presence of Utility Lines and their responsibilities.

Additionally, in regard specifically to these unmapped drainage structures, i.e., sump pump discharge pipes, small residential yard drainage pipes, etc., the CONTRACTOR shall cut the pipes off flush to the bank or extend them through the stream bank treatment as necessary to accommodate the pipe and associated flow. If an extension is required, a pipe of same, or similar, material shall be used to create the extension.

If a pipe is more problematic, the issue shall be brought up to the ENGINEER, and a solution discussed. If a solution will be more than minimal expensive, the issue shall be elevated to the "Items Ordered By the ENGINEER" process.

Method of Measurement and Payment: This item will not be measured for payment and is considered incidental to the contract.

SEEDING

Description. This work consists of preparing the seed bed, furnishing, transporting, and placing the seed, of the various mixes on predetermined areas. All work, materials, equipment, and incidentals shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein and as directed by the ENGINEER.

Seed Specifications. The seed mix shall be supplied in pounds of Pure Live Seed. Only local genotypes shall be used; that is, seed shall be harvested from plants whose origin is within 150 miles of the site. If the seed listed is not available within 150 miles the ENGINEER may allow seed sourced from locations no more than 300 miles. The seed mix shall be supplied with appropriate inoculants. Fertilizer is not required.

Species Substitutions or Quantity Deviations. Prior to installation, the ENGINEER will review any species substitutions or quantity deviations submitted by the CONTRACTOR and reserves the

authority to deny use of any species, if deemed unacceptable for the site and evaluate requested deviations in the listed quantities. The ENGINEER may consult with the CITY regarding the suitability of the requested substitution.

All seed materials shall conform to the following requirements:

1. All supplied seed shall meet the requirements of Article 1081.04 of the Standard Specifications
2. Any seed received that does not meet these Specifications will be rejected by the ENGINEER and returned at the CONTRACTOR's expense.
3. All seed furnished by the CONTRACTOR shall be true to species name and variety for each seed mix tabulated in the plans.
4. All seed shall be guaranteed by the CONTRACTOR to be in a vigorous growing condition through three growing cycles (including three summer and two winter seasons). The guarantee period shall begin at time of final acceptance.
5. The original (wild) source of seed shall be guaranteed within a 150-mile radius of DuPage County, Illinois. If the seed listed is not available within 150 miles the ENGINEER may allow seed sourced from locations no more than 300 miles. Any seed that is not shall be specified by geographic location and distance from DuPage County, Illinois, by the Vendor. Preference will be given to seed that originates within 150 miles of DuPage County, Illinois.
 - a. All species with dispersal appendages (e.g. Asclepias, Aster, Liatris, Solidago, etc.) are being requested on a "de-fluffed" (DF) basis. Vendor must indicate if their seed is not available on a de-fluffed basis. Preference will be given to de-fluffed seed rather than bulk seed.
 - b. All "hulled" species (e.g. Desmodium, Lespedeza, Petalostemum, etc.) are being requested on a de-hulled (DH) basis. Vendor must indicate if their seed is not available on a de-hulled basis. Preference will be given to de-hulled seed rather than bulk seed.
6. Packaging for all species shall be clearly labeled on the outside with the following information:
 - a. Scientific name of species;
 - b. PLS value, PLS weight, and bulk weight;
 - c. Pure weight and bulk weight if seed is not available as PLS;
 - d. Seed tests must be attached to the packaging for all species at time of delivery;
 - e. Year of seed production and date of seed tests.
7. The Vendor shall provide (upon request) to the ENGINEER, a written description of the seed materials provided by the Vendor. This description shall include any or all the following:
 - a. Provenance of the various species of seed;
 - b. Name and location of seed supplier, if not from Vendor's nursery;
 - c. Certificate of compliance from appropriate regulatory agencies indicating approval of seeds.
8. All legume species shall have the appropriate inoculants supplied with them.

9. The CONTRACTOR shall provide proof of acquisition of seed and associated seed tests as outlined above no later than **September 30, 2022**. There shall be no seed delivered to the project site or received by the ENGINEER on Fridays or holidays without prior approval.
10. All deliveries of seeds shall be packaged and delivered to ensure the viability of the seed material upon delivery. All seed shall be packed and covered in such a manner as to insure adequate protection against leakage, damage and to maintain dormancy while in transit.
11. Any delivery/shipping costs shall be integrated into the seed price per oz./lb. and the itemized cost. Do not give both a seed cost and a separate shipping/delivery cost.
12. Invoices shall directly reflect the quantities, price per unit, and itemized cost submitted to the Vendor in the form of Purchase Order and/or Attachment.

Mycorrhizal Inoculum: All native seed mixes shall be combined with an appropriate endomycorrhizal inoculant, such as AM 120 Mycorrhizal Inoculum (or comparable). The inoculants shall contain a diverse mixture of glomales fungal species (*Glomus* spp.) in pelletized form. Application rate shall be in accordance with the selected manufacturers recommendations. All seed shall be mixed with a granular form of endomycorrhizal inoculant prior to installation.

Seeding Method. The primary method for seeding is broadcasting with carrier agent via a mechanical spreader. Hydroseeding can be used for areas with erosion issues, or other hard to access areas, as allowed by the ENGINEER. Other methods may be presented to ENGINEER for consideration. The ENGINEER will have final approval of the installation method.

Areas to be seeded shall be firm but not compacted and shall be fine graded to a smooth and natural contour prior to seeding. All rocks, sticks, roots, clods, and debris greater than one inch in diameter shall be removed and disposed on site in locations approved by the ENGINEER.

Immediately after rolling seeded area, place erosion control blanket on all slope's steeper than 3 feet horizontal to 1 foot vertical on the bottom of all ditches and adjacent to all trail and pavement edges. See Typical Section for type.

Schedule. Seeding is to be performed between April 1 and June 15 or August 1 and November 1 when it may be broadcast on top of the ground using traditional broadcast seeding equipment that has been cleaned to prevent the spread of weed seed from another site.

Dormant seeding may be allowed following consultation and approval by the ENGINEER.

Coverage shall mean a uniform coverage of vegetation at least 2 inches tall from the grade planted for any square yard planted. If the CONTRACTOR does not meet the above performance standard by the end of two growing seasons, the CONTRACTOR must complete appropriate tasks (additional seeding, prescribed burns, mowing, and/or selective herbicide application) to comply with the performance criteria and no second payment will be made until performance is met.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

INTERSEEDING, SPECIAL

Description: This work consists of furnishing, transporting, and planting native seed of the type indicated, as listed within the drawings, per Section 250, and as modified herein.

Replace: "Interseeding is the seeding of areas of existing turf."
With: "Interseeding is the seeding of areas of existing herbaceous vegetation".

The remainder of Article 250.06(b) is modified as follows:

INTERSEEDING will be installed within areas that have undergone herbicide application or selective thinning that was implemented to control to large areas dominated by invasive or non-native species in "old field areas". Typically, the resulting effect creates voids to allow for desirable native competition during the establishment period (first and second year).

INTERSEEDING is only intended be used to fill in those voids created by appropriate herbicide applications and pre-seed prescribed burns. INTERSEEDING shall not be used for repair of CONTRACTOR created issues including, but not limited to lack of meeting performance criteria. SEEDING shall govern INTERSEEDING including seed mixes and quantities per acre to be used. INTERSEEDING shall be installed within the planting zones as appropriate for the seed mix.

INTERSEEDING is an adaptive management measure therefore will need to be evaluated by the CONTRACTOR and ENGINEER throughout the project. Final approval of INTERSEEDING shall be made by ENGINEER prior to seed installation.

Seed Mixes. Seed shall conform to the requirements of SEEDING. Species lists, and quantities shall be found with the SEEDING/PLANTING LIST in the plans.

Species Substitutions or Quantity Deviations. Prior to installation, the ENGINEER will review any species substitutions or quantity deviations submitted by the CONTRACTOR and reserves the authority to deny use of any species, if deemed unacceptable for the site and evaluate requested deviations in the listed quantities. The ENGINEER may consult with the CITY regarding the suitability of the requested substitution.

Seedbed preparation shall be completed in accordance with the requirements for seeding specified elsewhere in these Special Provisions.

Seeding Methods shall be in accordance with the requirements for seeding specified elsewhere in these Special Provisions.

Schedule. The schedule shall be in accordance with the IDOT Standard Specifications.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

MAINTENANCE AND MONITORING PLAN

Description and Performance Standards. This work consists of the completion of site maintenance and monitoring necessary to meet the inspection, maintenance, reporting requirements, and vegetative performance standards listed in the following document:

- *Native Planting and Seeding and BMP Performance Standards and Specifications*, dated October 27, 2021, prepared by Christopher B. Burke Engineering, Ltd.

The CONTRACTOR shall complete three (3) growing seasons of maintenance and monitoring. By the end of the 3rd growing season, the CONTRACTOR shall be required to have met the 3rd year standards of the Plan. The growing season contract dates are defined below in the *Maintenance Project Plan Contract Dates* section.

The Contract will have two phases:

- Phase 1 is the major construction/infrastructure work and major vegetation management activities.
- Phase 2 will be performance of 3 growing seasons of the required Maintenance Plan requirements and tasks.

Maintenance Project Plan Contract Dates. Native seed will be installed within the dates listed in the IDOT Standard Specifications, excerpt below:

“In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1.”

Contract Dates for the Phase 2 execution of the Maintenance Plan by the CONTRACTOR will be as specified below.

- Seed installed will be inspected by the CONTRACTOR and ENGINEER in Fall of 2022 to verify Substantial Completion has been met.
 - The 3-year CONTRACTOR requirement to achieve the standards of the Maintenance Plan will begin on March 1, 2023 if the first-year vegetative performance standards have been met.
 - The expected Contract Completion date will be December 31, 2025.
- If seeding occurs after April 1, 2023, the contract end date shall be June 30, 2025, with no change in the contract fee amount authorized.

Annual Report. The CONTRACTOR shall prepare and submit an Annual Report. Annual reports shall be prepared by the CONTRACTOR and/or PM to meet the following requirements:

1. Annual reports will be provided to the CITY by January 31st following each year of management.
2. Annual reports shall be a single document with a cover page including the title, project name, preparer of the document, and the latest revision date. Also include an introduction that provides a brief project description, project location and goals.

3. The report will include the approved landscaping plan, representative photographs, summary of maintenance activities performed, tabular statistics of the vegetative surveys, and progress towards meeting the annual performance standards.
4. If performance standards are not met each year, a detailed explanation and proposed corrective measures shall be provided.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

SITE DEWATERING

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

Products. CONTRACTOR shall be responsible for the choice of the product(s) and equipment as well as “means and methods” for the Site Dewatering Work to be performed subject to the review of the ENGINEER. All products and “means and methods” selected shall be adequate for the intended use/application. ENGINEER’s review does not relieve the CONTRACTOR from compliance with the requirements of the Standard Specifications and the requirements of this special provision.

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

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

Sump Pit

Pumps, Hoses, Etc.

Sediment Filter Bags

Removal and proper disposal of all BMP’s and sediment associated with dewatering

Additional erosion and sediment control BMP’s as per ENGINEER’s direction

Responsibility. The CONTRACTOR shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as “means and methods” of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations, and these Specifications. All product(s), equipment and “means and methods” selected shall be adequate for the intended use/application. Review by ENGINEER does not relieve CONTRACTOR from compliance with the requirements specified herein.

The CONTRACTOR is cautioned that the existing creek operates for the area and its function and capacity may not be impaired during construction. The CONTRACTOR may be granted an extension of time commensurate with the period in which the creek is functioning during a rainfall event, but such extension of time shall in no case be greater than 48 hours after the end of a given rainfall event.

General Requirements. The CONTRACTOR shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the

CONTRACTOR, subject to review by the ENGINEER. The CONTRACTOR shall ensure that downstream water quality shall not be impaired.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water (including ground water, ditch water, storm sewer water, storm runoff, and water generated from CONTRACTOR's activities) entering any excavation or any other parts of the Work.

The CONTRACTOR will be responsible for furnishing the necessary labor and supervision to set up and operate the diversion pumping system. The CONTRACTOR shall provide sufficient inspection personnel to ensure that surcharging and backups do not occur on public or private property while pumping or plugging operations are being completed. If bypass pumping is required on a 24-hour basis, the pumping equipment shall be equipped with mufflers to minimize noise to a level of 75 decibels or less (at 30 feet). The CONTRACTOR shall be required to obtain permission from private property owners if it is necessary to string pipes or hoses on said property.

When flow in a sewer line is plugged, blocked, or diverted, the CONTRACTOR shall take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging, and to ensure that sewer flow control operations do not cause flooding or damage to the public or private property being served by the sewer involved.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent waterways, adjacent property, or streets or to other work under construction. Water shall be discharged with adequate erosion and sediment control protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the CONTRACTOR. The CONTRACTOR is responsible for providing any and all labor, materials and equipment needed for the DEWATERING in order to meet the scheduled completion of the project.

Bypass Pumping. Bypass pumping to keep the work areas relatively dry, shall meet the above requirements. The cost of this work is included in the cost of DEWATERING.

Requirements – Sediment Filter Bags.

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

Materials – Sediment Filter Bags. The filter bags shall be made from a nonwoven, needle punched, polypropylene geotextile that meets the following values:

Weight - Typical	ASTM D-5261	8 oz/sy
Tensile Strength	ASTM D-4632	205 lbs
Elongation @ Break	ASTM D-4632	50%
Mullen Burst*	ASTM D-3786	350 psi
Puncture Strength*	ASTM D-4833	120 lbs
CBR Puncture	ASTM D-6241	535 lbs
Trapezoidal Tear	ASTM D-4533	85 lbs
Apparent Opening Size	ASTM D-4751	80 US Sieve
Permittivity	ASTM D-4491	1.35 Sec-1
Water Flow Rate	ASTM D-4491	90 g/min/sf
UV Resistance @ 500 Hours	ASTM D-4355	70%

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

TREE AND BRUSH CLEARING

Description: This work shall consist of removal and disposal of all non-native and invasive shrubs and non-native herbaceous vegetation and hazardous trees, as identified on the Engineering Plans. Care shall be taken to avoid damaging all preserved trees and shrubs.

Clearing Requirements. Undesirable woody species shall be cut flush with the ground without disturbing the root ball. If undesirable woody species are growing in water, cut stems horizontally flat at a height of four (4) inches above the water or ice surface and all stubs or stumps shall be treated with Rodeo (or equivalent) herbicide as approved by the ENGINEER to prevent regrowth from the stumps. Snow cover shall not designate stump height.

Stumps shall be treated with within 4 hours with Garlon 3A, Garlon 4 Ultra, or an aquatic approved herbicide per label directions as described above for SELECTIVE CLEARING. Diesel fuel, fuel oils, and kerosene may not be used as carriers for cut stump herbicide applications. Herbicide shall be applied to the cambium adjacent to the outer bark on freshly cut stumps, within 2 hours of the cut. The stump herbicide shall be applied with a back-pack or hand-held sprayer using low pressure and an adjustable solid cone or flat nozzle or a wick applicator. Herbicide applicators shall always have on premises the appropriate herbicide labels and Material Safety Data Sheets (MSDS) for all chemicals used at the site.

Performance Standards: The performance criterion for this work is to attain 95% removal of non-native and invasive shrub species on the project site and to attain 95% coverage of herbicide to the cut stumps. If in excess of 5% of the non-native and invasive shrub layer woody vegetation remains, or less than 95% coverage of the stump herbicide application was achieved, the CONTRACTOR shall complete the prescribed activities as necessary at no additional cost to OWNER to achieve the required performance. The retreatment work shall occur within a time period agreeable to the OWNER.

Greater detail regarding treatment of certain species is found in tabular form in GENERAL REQUIREMENTS FOR WEED CONTROL.

Disposal of manmade material shall be done in accordance with Article 202.03. Organic waste may be grouped in brush piles and burned, following receipt of required permits. Procedure for burning brush piles is described below.

Herbicide treatment shall be applied as specified in the Special Provisions for WEED CONTROL NON-SELECTIVE AND NON-RESIDUAL (WETLAND).

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

GENERAL REQUIREMENTS FOR WEED CONTROL

Qualifications.

1. Field Crew Chief must have a minimum of three (3) years of experience in invasive vegetation control and herbicide applications in natural areas to be qualified to work on this project.
2. All field crew members applying herbicide are required to have a current State of Illinois Pesticide Operator's or Applicator's License.

Goals/Performance. The goal of this project is to achieve a ninety-five percent (95%) or greater reduction of target species at the end of the growing season through foliar application of herbicide within the Work Site.

For the purposes of this project, the CONTRACTOR shall apply as many applications of herbicide as necessary to attain at least ninety-five (95%) kill rate for each species. The CONTRACTOR shall make the initial herbicide treatment and make follow-up visits within 14-21 days depending on the chemicals to be used. It is the CONTRACTOR's responsibility to schedule the first follow-up visit in a timely manner and should not rely on the confirmation from the ENGINEER. If ninety-five (95%) kill for each species is not achieved by the follow-up application, additional applications may be required.

Work shall be completed in a diligent, efficient, and timely manner. The ENGINEER will complete unannounced site inspections to assess the efficiency of the field crew. If at any time, the ENGINEER observes work that is unacceptable, whether in application or in efficiency, the CONTRACTOR shall be required to replace the field crew member in question with another qualified crew member.

Equipment. The equipment used shall consist of a vehicle mounted tank, pump, handgun and sponge type applicator, plus any other accessories needed to complete the specified work. Equipment used by the CONTRACTOR shall not cause rutting within the native restoration area.

Prior to beginning work, the CONTRACTOR shall obtain approval from the ENGINEER for the application equipment proposed for completing this work. The proposed equipment shall be in operational condition and available for inspection by the ENGINEER at least two (2) weeks prior to the proposed starting time. If requested by the ENGINEER, the CONTRACTOR shall demonstrate the calibration of the equipment.

The equipment must provide consistently uniform coverage and keep the herbicide mixture sufficiently agitated or the work will be suspended until the equipment is repaired or replaced.

Application methods shall follow product label specifications. Care shall be taken not to damage any non-target species.

The CONTRACTOR shall be responsible for positively identifying all target species before they are treated with herbicide. Care should be taken to prevent non-target species impacts from excessive herbicide drift. Damage to large areas of non-target species shall require the CONTRACTOR to restore these areas to the pre-damage conditions at the CONTRACTOR's expense.

During and after each herbicide application, the area shall be posted with signs stating that herbicide has been applied in the area. Signs shall be posted prior to herbicide application and shall remain in place for at least 24 hours after treatment. The CONTRACTOR shall supply the signs.

The ENGINEER reserves the right to cease herbicide applications if proper precautions are not followed, or if weather conditions prohibit proper application.

Weather Conditions. The CONTRACTOR shall adhere to the following protocol when determining whether conditions are appropriate for chemical application:

- A. Wind speeds within the label specifications at the project site.
- B. If the chance of precipitation is 40% or greater, the CONTRACTOR shall call the ENGINEER 24 hours in advance of the predicted weather to discuss work for the day in question.
- C. The CONTRACTOR shall not apply herbicide if the likelihood of precipitation is greater than 50% within the next 12 hours, unless otherwise authorized by the ENGINEER.
- D. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the ENGINEER.

General Herbicide Application. A NPDES permit determination and EcoCat consultation shall be completed by the CONTRACTOR for all herbicide applications. All herbicides shall be applied according to the manufacturer's label specifications. All herbicides shall be applied with a non-ionic surfactant. Extreme caution shall be used to prevent over-application of herbicides and non-target kill in the Work Site. Aquatic approved herbicides shall be used where applicable according to label specifications.

Before proceeding, the CONTRACTOR shall provide the ENGINEER with a list of herbicides, surfactants, water conditioners, dyes, pH balancers, and other chemicals and adjuvants to be used for implementation of this project.

The CONTRACTOR shall not apply herbicide if precipitation is expected within the window of time that the herbicide mix is considered rainfast (consult herbicide and surfactant labels and recommendations) or if heavy precipitation has resulted in an extremely wet soil surface (i.e. snow, standing water or puddles on the soil surface). Application shall be postponed until the next period of time when conditions are appropriate for herbicide application. If snow amounts cover the cut stump no herbicide application shall occur unless the snow is removed down to the ground surface. If weather conditions are questionable, the decision to proceed shall be left to the discretion of the ENGINEER.

Herbicides shall be applied by a State of Illinois licensed applicator or licensed operator working under the direct (on site) supervision of a licensed applicator. It is required for all applicators and operators working for the CONTRACTOR to have on file with the ENGINEER a copy of their herbicide licenses. The CONTRACTOR shall have on site at all times the appropriate material safety data sheets (MSDS) for all substances utilized in the fulfillment of this Contract. No herbicides shall be mixed or loaded on the Project Area. A supply of chemical absorbent shall be maintained at the Project Area. Any chemical spills shall be cleaned up and immediately reported to the ENGINEER and CITY.

For all target woody species, herbicides shall be applied to the freshly cut surface and down to the root collar, or to growing leaves for foliar application, as per label specifications.

Herbicide Application Areas. This work includes treating areas of various widths and gradients Herbicide areas may require usage of a wick or sponge type applicator.

Exclusion of Treatment Areas. Areas where weed control application is inappropriate or detrimental to the environment, desirable plantings or private property shall be excluded from the treatment area. Areas to be excluded from clearing and treatment, prairie remnants, areas occupied by threatened or endangered species and other high quality natural areas as determined by the ENGINEER, shall be identified prior to the start of the work.

Herbicide treatments will not be permitted where the chemical label prohibits application.

The CONTRACTOR shall exclude application in the vicinity of desirable woody or perennial plants within the treatment area at the ENGINEER's discretion.

Responsibility for Prevention of Damage to Private Property. The CONTRACTOR shall always exercise extreme caution to prevent damage to residential plantings, flower or vegetable gardens, farm crops or desirable plants.

The CONTRACTOR will be allowed to skip areas which he/she determines cannot be successfully treat without the possibility of damaging vegetation or other private property in the vicinity of the application work. Prior to skipping an area, the CONTRACTOR shall obtain the ENGINEER's approval and agree to a proposed reduction or substitution of the treatment area.

Complaint Resolution. If the CONTRACTOR or ENGINEER receives a complaint, the CONTRACTOR shall contact a complainant within ten (10) days after receiving a claim for damages, either in person or by letter. The CONTRACTOR, or his authorized representative, shall make a personal contact with complainant within twenty (20) days. The ENGINEER shall also be notified by the CONTRACTOR of all claims for damages he received and shall keep the ENGINEER informed as to the progress in arriving at a settlement for such claims.

Communication with the ENGINEER. The CONTRACTOR is required to communicate with the ENGINEER to receive all required approvals in a timely way and to assure that the ENGINEER can accurately document the work performed.

It shall be the CONTRACTOR's responsibility to assure that all chemical containers are opened and added to the herbicide mixture in the presence of the ENGINEER. The CONTRACTOR shall obtain approval from

the ENGINEER to proceed with treating at each location 24 hours prior to the proposed herbicide operations so that the ENGINEER may be present.

Record Keeping. An Herbicide Record Sheet for each application shall be kept and a final report submitted to the ENGINEER. This record of application shall document, at the time of each herbicide application, temperature range, percent humidity, wind speed and direction, last precipitation event and amount, type of herbicide used, amount of herbicide used, and number of hours worked during each application.

The staging area does not have electricity or water. Mixing, loading, and rinsing of equipment and herbicide containers shall take place off-site.

Control Method and Schedule.

Initial Cut Stump

For cut stumps of all species excluding Honeysuckles (*Lonicera spp.*) the CONTRACTOR shall use a 25% solution of Triclopyr herbicide (e.g., Garlon 4) in basal oil, as per label specification. Black locust, if encountered shall be treated with Transline or equivalent herbicide in accordance with manufacturer’s recommendations. Diesel fuel, fuel oils, and kerosene shall not be used as carriers for cut stump herbicide treatments. Herbicide shall be applied to the cambium adjacent to the outer bark on freshly cut stumps. Stumps shall be treated immediately (within 30 minutes) after cutting. The herbicide application used on cut stumps shall be a wick or sponge application.

For cut stumps of Honeysuckles (*Lonicera spp.*) the CONTRACTOR shall use a 50% to 100% solution of a Glyphosate active ingredient herbicide i.e. Round-Up, Ranger Pro, Aquamaster etc. Herbicide shall be applied to the cambium adjacent to the outer bark on freshly cut stumps. Stumps shall be treated immediately (within 30 minutes) after cutting. The herbicide application used on cut stumps shall be a wick or sponge application.

All girdled trees shall have herbicide applied to the inside of the girdle ring. The CONTRACTOR shall use a 25% solution of Triclopyr herbicide (e.g., Garlon 4) in basal oil, as per label specification to girdled trees.

If precipitation is expected within the next 12 hours or heavy rains have resulted in an extremely wet soil surface (i.e., standing water or puddles on the soil surface) herbicide application shall be postponed to the next dry 12-hour period. If weather conditions are questionable, the decision to proceed shall be at the discretion of the ENGINEER.

Herbicide Control of Exotic and Invasive Woody Species

The following lists the main species of concern; however, it is the intent to remove non-native species from the site. It is expected that the CONTRACTOR will endeavor to cut and treat non-native and select invasive species for overall project goals to be met.

Botanical Name	Common Name	Control Techniques
<i>Rhamnus spp.</i>	Buckthorn	Cut and apply Garlon 3A to stumps of larger specimen throughout the year (except spring). For saplings or resprouts, apply Garlon 3A to basal bark in fall. If growing in water, use Rodeo instead of Garlon 3A. For
<i>Lonicera x bella</i>	Honey Suckle	
<i>Cornus racemosa</i>	Gray dogwood	

<i>Populus deltoids</i>	Cottonwood	honeysuckles (<i>Lonicera</i> spp.) the CONTRACTOR shall use a 50% to 100% solution of a Glyphosate.
<i>Lythrum salicaria</i>	Purple loosestrife	Herbicide application with RoundUp or Rodeo (if growing in or near water) while flowering in preferably in June or July
<i>Phalaris arundinacea</i>	Reed Canary grass	Herbicide application with Garlon 3A, RoundUp or Rodeo (or mow and remove clippings). Regrow to 12", herbicide again
<i>Pragmites australis</i>	Common reed	Late summer herbicide (RoundUp or Rodeo) treatment burning in mid to late fall, and herbicide again.
<i>Typha latifolia, angustifolia and x glauca</i>	Common cattail	Herbicide with Rodeo preferably in June or July and burn to remove dead stems. Retreat as necessary.
<i>Dipsacus sylvestris and lanciniatus</i>	Teasel	Application of triclopyr (Garlon 3A) to basal rosettes during the growing season before the plants bolt.
<i>Cirsium arvense</i>	Field Thistle	Herbicide application with RoundUp while flowering, preferably in June or July.
<i>Ambrosia trifida</i>	Giant Ragweed	Herbicide application with RoundUp while flowering, preferably in July or August.
<i>Polygonum cuspidatum</i>	Japanese Knotweed	Herbicide application with RoundUp while flowering, preferably in August or September.
<i>Melilotus</i> sp.	Sweet Clover	Herbicide application with RoundUp while flowering, preferably in June or July.
<i>Allairia petiolata</i>	Garlic Mustard	Hand pulling and discard offsite.

The restoration area shall have less than (\leq) 20% cumulative average cover by exotic and invasive species including but not limited to the following species:

- American Silver-Berry (*Elaeagnus commutata*)
- Ash-Leaf Maple (*Acer negundo*)
- Asian Bittersweet (*Celastrus orbiculatus*)
- Black Swallow-Wort (*Vincetoxicum nigrum*)
- Garden Bird's-Foot-Trefoil (*Lotus corniculatus*)
- Black Locust (*Robinia pseudoacacia*)
- Bradford Pear (*Pyrus calleryana*)
- Brittle Waternymph (*Najas minor*)
- Bull Thistle (*Cirsium vulgare*)
- Lesser Burrdock (*Arctium minus*)
- Canadian Goldenrod (*Solidago canadensis*)

Canadian Thistle	(<i>Cirsium arvense</i>)
Chinese Yam	(<i>Discorea oppositifolia</i>)
Chinese Silver Grass	(<i>Miscanthus sinensis</i>)
Common Reed	(<i>Phragmites australis</i>)
Common Water-Hyacinth	(<i>Eichhornia crassipes</i>)
Crack Willow	(<i>Salix fragilis</i>)
Creeping-Jenny	(<i>Lysimachia nummularia</i>)
Crownvetch	(<i>Securigera varia</i>)
Curly Pondweed	(<i>Potamogeton crispus</i>)
Eurasian-Buttercup	(<i>Ficaria verna</i>)
Eurasian Water-Milfoil	(<i>Myriophyllum spicatum</i>)
European Barberry	(<i>Berberis vulgaris</i>)
European Buckthorn	(<i>Rhamnus cathartica</i>)
Garlic-Mustard	(<i>Alliaria petiolata</i>)
Giant Hogweed	(<i>Heracleum mantegazzianum</i>)
Glossy False Buckthorn	(<i>Frangula alnus</i>)
Greater Flowering-Rush	(<i>Butomus umbellatus</i>)
Hedge-Parsley	(<i>Torilis spp.</i>)
Japanese Barberry	(<i>Berberis thunbergii</i>)
Japanese Bristle Grass	(<i>Setaria faberi</i>)
Japanese Honeysuckle	(<i>Lonicera japonica</i>)
Japanese Hop	(<i>Humulus japonica</i>)
Japanese-Knotweed	(<i>Reynoutria japonica</i>)
Japanese Stilt Grass	(<i>Microstegium vimineum</i>)
Jetbead	(<i>Rhodotypos scandens</i>)
Kudzu	(<i>Puereria montana</i>)
Leafy Spurge	(<i>Euphorbia esula</i>)
Littleleaf Linden	(<i>Tilia cordata</i>)
Morrow's Honeysuckle	(<i>Lonicera morrowii</i>)
Mother-of-the-Evening	(<i>Hesperis matronalis</i>)
Nodding Plumeless-Thistle	(<i>Carduus nutans</i>)
Privet	(<i>Ligustrum spp.</i>)
Purple Loosestrife	(<i>Lythrum salicaria</i>)
Ragweed	(<i>Ambrosia spp.</i>)
Rambler Rose	(<i>Rosa multiflora</i>)
Reed Canary Grass	(<i>Phalaris arundinacea</i>)
Reed Manna Grass	(<i>Glyceria maxima</i>)
Russian Olive	(<i>Elaeagnus angustifolia</i>)
Sandbar Willow	(<i>Salix interior</i>)
Seaside Goldenrod	(<i>Solidago sempevirens</i>)
Showy Fly-Honeysuckle	(<i>Lonicera x bella</i>)
Spotted knapweed	(<i>Centaurea stoebe subsp. micranthos</i>)

Tall Goldenrod	(Solidago altissima)
Teasel	(Dipsacus spp.)
Tree-of-Heaven	(Ailanthus altissima)
Twinsisters	(Lonicera tatarica)
Watercress	(Nasturtium officinale)
Water-lettuce	(Pistia stratiotes)
Wild Parsnip	(Pastinaca sativa)
Winged Spindletree	(Euonymus alatus)
Yellow Sweet-Clover	(Melilotus officinalis)

In addition to herbicide applications, the CONTRACTOR is responsible for stopping seed reproduction in herbaceous target species by a supplemental cutting of seed heads prior to seed set, if applicable. This work will be included in the cost of the application of herbicide.

Growing Season Herbicide Application

There shall be a follow-up application of herbicide to any resprouts/regrowth of the target species during the summer of the same year after the initial cutting and stump herbicide application. For all follow-up treatments, herbicide shall be applied to growing leaves using a wick applicator. Caution must be taken to avoid over-application and runoff.

The herbicide application used on re-sprouts of all species shall be a foliar wick application of 25-30% solution of Triclopyr, Garlon 3A (or approved equivalent), in water, as per label specifications. For all follow-up treatments herbicide shall be applied to growing leaves, stems, and base of resprouts utilizing a wick applicator. Caution must be taken to avoid over-application and runoff.

The CONTRACTOR shall initiate follow-up foliar application when resprout growth has reached a height of 3 inches to 6 inches (3" to 6") and enough leaf tissue is present to apply herbicide. It is crucial that the CONTRACTOR treat resprouts when they are in the 3" to 6" height range. Herbicide applications made after this state become more difficult, utilize more herbicide, and are much more likely to impact non-target species.

The CONTRACTOR shall initiate small stem foliar application when plant growth has resulted in enough leaf tissue to effectively apply the herbicide.

If the specified percent removal for each target woody species is effectively killed after the initial resprout treatment, the ENGINEER will approve successful completion of the Contract after inspection. If less than the specified percent removal is achieved, an additional re-sprout / small stem treatment(s) shall occur.

WEED CONTROL NON-SELECTIVE AND NON-RESIDUAL

Description. This work consists of furnishing, transporting, and storing, and applying a non-selective and non-residual herbicide (Roundup Pro or equal) for control of invasive species in upland areas in accordance with the special provision for GENERAL REQUIREMENTS FOR WEED CONTROL.

Materials. The non-selective and non-residual herbicide (Roundup Pro or equal) shall have the following formulation:

Active Ingredient

Glyphosate*, N-(phosphonomethyl) glycine, isopropylamine salt	53.8%
Inert Ingredients	<u>46.2%</u>
Total	100.00%

*Contains 5.4 pounds per gallon glyphosate, isopropylamine salt
(4 pounds per gallon glyphosate acid)

The CONTRACTOR shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal herbicide application conditions.
3. A statement that Roundup Pro or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of Roundup Pro or equal requires that surfactants, drift control agents, or other additives be used with this product. These tank mix additives shall be used as specified by the manufacturer. Required additives will not be paid for separately.

All material shall be brought to the herbicide application area in the original, unopened containers supplied by the manufacturer.

Application Rate. The Roundup Pro or equal non-selective and non-residual herbicide shall be applied at the rate specified on the label. Roundup Pro or equal formulation shall be diluted at the rate specified on the label and applied as a mixture. Water for dilution of the mixture will not be paid for separately. For the purposes of this project, the CONTRACTOR shall apply as many applications of **herbicide as necessary to attain at least 95% kill rate for identified species.**

Method of Measurement: This work will not be measured for payment.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

WEED CONTROL SELECTIVE (WOODY PLANTS AND BROADLEAF)

Description. This work consists of furnishing, transporting and storing, and applying selective and non-residual herbicide on woody plants and teasel. For the purposes of this project, the CONTRACTOR shall apply as many applications of herbicide as necessary to attain a 100% kill rate for identified species in accordance with the special provision for GENERAL REQUIREMENTS FOR WEED CONTROL.

Materials. The selective and non-residual herbicide (Garlon 3A or equal) for control of woody plants and broadleaf weeds shall have the following formulation:

Active Ingredient

Triclopyr*: 3,5,6,- Trichloro-2-Pyridinyloxyacetic Acid,	
Triethylamine salt	44.4%
Inert Ingredients	<u>56.6%</u>
Total	100.00%

*Acid Equivalent: Triclopyr- 31.8%- 3 lbs./Gallon

The CONTRACTOR shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal herbicide application conditions.
3. A statement that Garlon 3A or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of Garlon 3A or equal requires that surfactants, drift control agents, or other additives be used with this product. These tank mix additives shall be used as specified by the manufacturer. Required additives will not be paid for separately.

The Garlon 3A shall be applied on cut stumps in fall or dormant season. This method can be applied between September 1 and February 28. Stumps shall be treated the same day they were cut. If the shrubs are growing in water, stumps will be treated on the same day they were cut using Rodeo at the manufacturer's recommended concentration for target species. All applications of herbicide shall be done by wick or sponge-type applicators in the wetland areas. The face and two inches (2") down the cut stump shall be treated. All material shall be brought to the herbicide application area in the original, unopened containers supplied by the manufacturer.

Application Rate. The Garlon 3A, or equal selective and non-residual herbicide shall be applied at the rate specified on the label.

Garlon 3A or equal formulation shall be diluted at the rate specified on the label and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

Basis of Payment: The cost of WEED CONTROL SELECTIVE (WOODY PLANTS AND BROADLEAF) will not be paid for directly but shall be considered as included in the price for MAINTENANCE AND MONITORING PLAN.

EROSION CONTROL BLANKET

Description. This work shall consist of furnishing all labor, materials, tools and equipment necessary to place erosion control blanket on all seeded and re-graded areas outside of the channel or as directed by the ENGINEER.

Materials shall meet the requirements of Section 251.02 of the Standard Specifications except that all erosion control blanket shall be biodegradable within 2 years. Erosion Control Blanket shall consist of a straw matrix sewn with one-sided netting. The straw matrix shall be 0.5 lbs/sy. The Erosion Control Blanket shall be North American Green S75BN or equivalent to be approved by the ENGINEER.

Erosion Control Blanket shall be placed in accordance with Section 251.04 of the Standard Specifications.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

HEAVY DUTY EROSION CONTROL BLANKET

Description. This work shall consist of furnishing all labor, materials, tools and equipment necessary to place heavy duty erosion control blanket on all seeded and re-graded areas outside of the channel or as directed by the ENGINEER.

Materials shall meet the requirements of Section 251.02 of the Standard Specifications except that all erosion control blanket shall be biodegradable within 2 years. Erosion Control Blanket shall consist of a straw matrix sewn with one-sided netting. The straw matrix shall be 0.5 lbs/sy. The Erosion Control Blanket shall be North American Green Rolenka Bio D 90 Mat or equivalent to be approved by the ENGINEER.

Erosion Control Blanket shall be placed in accordance with Section 251.04 of the Standard Specifications.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

STREET SWEEPING

Description: The CONTRACTOR shall utilize a mechanical street sweeper to clean streets affected by the CONTRACTOR's operations, including haul routes, at least once per week during excavation operations and additionally as directed by the ENGINEER. The street-sweeper shall be a full-sized, municipal- type sweeper having dust collection and street washing capabilities. The water for this will be supplied by the CITY from a hydrant located at the Public Services Building, with a meter.

Should the CONTRACTOR fail to respond within 24 hours or upon responding fail to diligently clean the pavement, sidewalk, or parkways on or adjacent to the section under construction, the CONTRACTOR shall be liable and shall pay to the CITY the sum of \$500 per calendar day, not as a penalty but as liquidated

damages, for each day that the CONTRACTOR fails to either respond or diligently clean the pavement, sidewalk, or parkways. The liquidated damages for failure to respond or diligently clean the pavement, sidewalk or parkways are approximate, due to the impracticality of calculating and proving actual costs. The liquidated damage amount establishes the cost to account for increased administration, engineering, liability, emergency response, inspection, and supervision during periods of extended time of the presence of dirt and debris on pavement, sidewalks, or parkways. The costs represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the CITY during extended and delayed performance by the CONTRACTOR of the cleaning of the pavement, sidewalk, or parkways. The CITY will deduct these liquidated damages from any monies due or to become due to the CONTRACTOR from the CITY.

Water will be obtained from the City from a water fill station located inside the Public Services facility. No fire hydrants shall be utilized.

If, in the opinion of the ENGINEER, dust and debris becomes a problem despite the normal cleanup measures of street sweeping, the CONTRACTOR shall wash down the pavement, or re-sweep streets as necessary, all at no additional cost to the CITY.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

TOPSOIL FURNISH AND PLACE, SPECIAL

Description. This work shall consist of furnishing and placing topsoil in accordance with Section 211 of the STANDARD SPECIFICATIONS.

Construction Requirements. The CONTRACTOR shall be required to furnish and place topsoil in areas deemed necessary by the ENGINEER. The topsoil shall be placed to a depth specified. It shall be the CONTRACTOR'S responsibility to ensure proper drainage from the landscaped areas to the proposed drainage structures. This topsoil shall be approved by the ENGINEER prior to its use.

Topsoil shall not be placed until the area to be covered has been shaped, trimmed, and finished according to Section 212. All irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. If the existing surface has become hardened or crusted, it shall be disked or raked or otherwise broken up to provide a bond with the layer of topsoil to be applied.

The ENGINEER will verify that the proper topsoil depth has been applied. After verification of proper depth, the CONTRACTOR shall completely incorporate the placed material into the existing surface to a minimum depth of 150 mm (6 in.) below finished grade by disking or tilling.

The surface of the topsoil shall be free from clods, stones, sticks and debris and shall conform to the lines, grades and the minimum thickness shown on the plans. If required by the ENGINEER, one rolling of the entire surface shall be made.

Upon completion of the work, all areas shall be cleared of equipment, debris, and excess material. Surplus or waste material resulting from construction operations shall be disposed of by the CONTRACTOR according to Article 202.03.

Method of Measurement – Basis for Payment. This item will not be measured for payment and is considered to the overall LUMP SUM project cost.

PROGRESS SCHEDULES

Progress schedules will be required to be provided by the CONTRACTOR:

Initial Project Overview

At the preconstruction meeting, the CONTRACTOR shall submit to the ENGINEER for his acceptance, a detailed program indicating the breakdown of activities, order, and time scale allocated to complete the works on a **week-by-week basis**, in accordance with applicable portions of Sections 108 of the Standard Specifications.

The CONTRACTOR is advised that this program must accurately represent the sequencing, methods, activities, and timing of the proposed works, and must contain sufficient detail to inform the ENGINEER how and when these works are proposed to be undertaken.

Please note the CONTRACTOR's responsibility to provide construction notifications and ensure that adequate notice is provided for within the progress schedule.

Start of Construction through Project Completion

From commencement on site, the CONTRACTOR shall submit a revised program (Actual Program) for each two-week period to accurately reflect what proposed work is to be undertaken. Each Actual Program will be submitted at the weekly progress meeting.

The Actual Program shall be a detailed program indicating the breakdown of activities, order, and time scale allocated to complete the works on a **day-by-day basis** for the approval of the ENGINEER, in accordance with applicable portions of Sections 108 of the Standard Specifications.

If this program is delayed, interrupted, or abandoned in any event including that of inclement weather, the CONTRACTOR will submit immediately, a revised program indicating the works to be carried out for the remaining days of the two-week period.

Please note the CONTRACTOR's responsibility to provide construction notifications and ensure that adequate notice is provided for within the progress schedule.

For this project, weekly progress meetings will be scheduled to discuss schedules and construction related issues. These meetings must be attended by the CONTRACTOR'S Project Superintendent.

Spring Road Tributary Oak Brook Terrace, IL (CBBEL Project No. 180522)

October 27, 2021

Native Planting and Seeding and BMP Performance Standards and Specifications

The Village of Oak Brook Terrace will be responsible for funding and implementing a three-year monitoring and management plan for establishing the native vegetation areas. This plan does not include manicured lawn or formal landscaped areas. **Please see Attachment 1** which delineates the limits of the area covered by this document.

General Landscape Requirements

1. All plants and seed specified, except temporary cover crop, shall be native to the North Central Region of the United States.
2. Cover Crop: Seed Oats.
3. Native Seed Mixes: Nursery providing seed mix must be from within 150 miles of the project site.
4. No horticultural varieties shall be used. All native plant materials shall be straight species.

Installation Requirements

Areas to be planted with native species shall conform to the following requirements to insure establishment.

1. Planting areas shall have at least 6 inches of clean un-compacted topsoil. If determined to be necessary by the Engineer, soil shall be tilled to a depth of at least 6 inches to reduce compaction within the planting areas.
2. Cover crop may be planted immediately after grading to prevent erosion if conditions are not conducive for native species seeding. Permanent native species shall be planted during the first available growing season at the appropriate time and conditions for such plantings.

Compliance & Final Acceptance of Planting

The maintenance and monitoring period will last for three (3) years or until acceptance of the restoration and enhancement areas by the Corps of Engineers and DuPage County Stormwater Management Department. If after three (3) years, the area has not reached acceptance meetings shall be held to determine the future course of action. It is likely that in such a case that the maintenance and monitoring period will be extended.

Requirements

1. The developer shall notify the Corps and DuPage County Stormwater Management Department upon completion of plantings.
2. The Owner's Environmental Specialist shall inspect the plantings upon completion of all maintenance procedures and notify the Corps and DuPage County Stormwater Management Department of the remedial actions taken.
3. Plantings shall meet the following minimum annual performance criteria. Areas which do not meet annual establishment standards as confirmed by the Corps and DuPage County Stormwater

Management Department shall be replanted and/or managed at developer's/owner's expense. Cover refers to uniform coverage within any square yard area.

- a) First full growing season:
 - 90% cover of cover crop established.
 - No bare areas (<10 percent vegetative cover) greater than two (2) square feet.
 - At least 25% of vegetation cover/coverage shall be native, non-invasive species.
 - Invasive species control measures approved in the plan.
- b) Second full growing season:
 - Full vegetative cover.
 - At least 50% of vegetation cover/coverage shall be native, non-invasive species.
 - Invasive species control measures approved in the plan.
 - There shall be no bare areas greater than 2 square feet.
- c) Third through fifth full growing seasons:
 - At least 80% of vegetation cover/coverage per community (i.e., buffer areas) shall be native, non-invasive species.
 - None of the three most dominant species may be non-native or invasive.
 - Non-native species shall constitute no more than 25% relative aerial coverage (individually or cumulatively).
 - Phragmites must comprise no more than 10 percent of the allowable weed coverage.
 - Invasive species control measures approved in the plan.
 - There shall be no bare areas greater than 2 square feet.
 - The native planting areas shall have a minimum native C-value of 3.5 and a minimum native FQI value of 20.0.
 - There shall be no more than 10 percent cover by non-native woody vegetation.
 - At least 90% of installed woody plants shall be alive, healthy, and representative of the species.
- d) Invasive and non-native species, and non-native woody plant species not specified as part of the planting plan, shall be controlled by appropriate management practices. Invasive species for the purposes of this manual shall include, but not be limited too, the following:

American Silver-Berry	(<i>Elaeagnus commutata</i>)
Ash-Leaf Maple	(<i>Acer negundo</i>)
Asian Bittersweet	(<i>Celastrus orbiculatus</i>)
Black Swallow-Wort	(<i>Vincetoxicum nigrum</i>)
Garden Bird's-Foot-Trefoil	(<i>Lotus corniculatus</i>)
Black Locust	(<i>Robinia pseudoacacia</i>)
Bradford Pear	(<i>Pyrus calleryana</i>)
Brittle Waternymph	(<i>Najas minor</i>)
Bull Thistle	(<i>Cirsium vulgare</i>)
Lesser Burdock	(<i>Arctium minus</i>)
Canadian Goldenrod	(<i>Solidago canadensis</i>)
Canadian Thistle	(<i>Cirsium arvense</i>)
Cattail species	(<i>Typha</i> spp.)
Chinese Yam	(<i>Discorea oppositifolia</i>)
Chinese Silver Grass	(<i>Miscanthus sinensis</i>)
Common Reed	(<i>Phragmites australis</i>)
Common Water-Hyacinth	(<i>Eichhornia crassipes</i>)

Crack Willow	<i>(Salix fragilis)</i>
Creeping-Jenny	<i>(Lysimachia nummularia)</i>
Crownvetch	<i>(Securigera varia)</i>
Curly Pondweed	<i>(Potamogeton crispus)</i>
Eurasian-Buttercup	<i>(Ficaria verna)</i>
Eurasian Water-Milfoil	<i>(Myriophyllum spicatum)</i>
European Barberry	<i>(Berberis vulgaris)</i>
European Buckthorn	<i>(Rhamnus cathartica)</i>
Garlic-Mustard	<i>(Alliaria petiolata)</i>
Giant Hogweed	<i>(Heracleum mantegazzianum)</i>
Glossy False Buckthorn	<i>(Frangula alnus)</i>
Greater Flowering-Rush	<i>(Butomus umbellatus)</i>
Hedge-Parsley	<i>(Torilis spp.)</i>
Japanese Barberry	<i>(Berberis thunbergii)</i>
Japanese Bristle Grass	<i>(Setaria faberi)</i>
Japanese Honeysuckle	<i>(Lonicera japonica)</i>
Japanese Hop	<i>(Humulus japonica)</i>
Japanese-Knotweed	<i>(Reynoutria japonica)</i>
Japanese Stilt Grass	<i>(Microstegium vimineum)</i>
Jetbead	<i>(Rhodotypos scandens)</i>
Kentucky Blue Grass	<i>(Poa pratensis)</i>
Kudzu	<i>(Puereria montana)</i>
Leafy Spurge	<i>(Euphorbia esula)</i>
Littleleaf Linden	<i>(Tilia cordata)</i>
Morrow's Honeysuckle	<i>(Lonicera morrowii)</i>
Mother-of-the-Evening	<i>(Hesperis matronalis)</i>
Nodding Plumeless-Thistle	<i>(Carduus nutans)</i>
Privet	<i>(Ligustrum spp.)</i>
Purple Loosestrife	<i>(Lythrum salicaria)</i>
Ragweed	<i>(Ambrosia spp.)</i>
Rambler Rose	<i>(Rosa multiflora)</i>
Reed Canary Grass	<i>(Phalaris arundinacea)</i>
Reed Manna Grass	<i>(Glyceria maxima)</i>
Russian Olive	<i>(Elaeagnus angustifolia)</i>
Sandbar Willow	<i>(Salix interior)</i>
Seaside Goldenrod	<i>(Solidago sempevirens)</i>
Showy Fly-Honeysuckle	<i>(Lonicera x bella)</i>
Spotted knapweed	<i>(Centaurea stoebe subsp. micranthos)</i>
Tall Goldenrod	<i>(Solidago altissima)</i>
Teasel	<i>(Dipsacus spp.)</i>
Tree-of-Heaven	<i>(Ailanthus altissima)</i>
Twinsisters	<i>(Lonicera tatarica)</i>
Watercress	<i>(Nasturtium officinale)</i>
Water-lettuce	<i>(Pistia stratiotes)</i>
Wild Parsnip	<i>(Pastinaca sativa)</i>
Winged Spindletree	<i>(Euonymus alatus)</i>
Yellow Sweet-Clover	<i>(Melilotus officinalis)</i>

4. Semi-annual monitoring shall be performed during each year of the three-year monitoring period and until final acceptance by the Corps of Engineers and DuPage County Stormwater Management Department. Springtime monitoring shall occur in late May/June; fall monitoring shall occur in August, September, or early October. Monitoring will involve meander surveys, tree/shrub counts, and photo-documentation of the wetland buffer and the wetland (restoration area and wetland enhancement area). Meander survey methodology will involve a review of at least 20 percent of each vegetative community (i.e., buffer, wetland) to take representative photographs and identify the following:
 - a. all plant species (native and non-native) in each zone,
 - b. the three most dominant species within each planting zone,
 - c. the percent survival of installed woody species,
 - d. the approximate percent ground cover by native species per zone,
 - e. the percent ground cover by non-native or invasive species per zone,
 - f. erosion and sedimentation problems,
 - g. water level or drainage problems,
 - h. areas larger than 2 square feet that are devoid of vegetation (i.e., less than 10 percent vegetative cover), and
 - i. observations on specific management strategies necessary to achieve acceptance requirements.
 - j. monitoring of stream and constructed in-stream structures to verify integrity, and to identify if repairs or other issues require addressing.
5. Annual monitoring reports shall be submitted to the Corps of Engineers and DuPage County Stormwater Management Department by January 31st of the following year. The report will contain a location map, a summary of annual monitoring observations, a description of management performed during the year, a summary of annual progress relative to acceptance standards, and a list of recommendations for management during the upcoming year.
6. A final compliance report and Long-Term Operation and Maintenance Plan shall be submitted certifying that the planting meets the performance criteria. Final acceptance and release shall be determined by the Corps and DuPage County Stormwater Management Department upon inspection of the site to verify compliance.
7. Should the performance criteria not be met within the allotted time, the Corps and DuPage County Stormwater Management Department shall require that the area be replanted and/or a remedial action plan be submitted for approval at developer's/owner's expense. A revised compliance report shall be submitted by the developer/owner's Environmental Specialist with follow-up inspection by the Corps and DuPage County Stormwater Management Department shall demonstrate compliance with the performance criteria as a condition of release project sign off.

Maintenance Requirements

Maintenance shall be completed until following final acceptance of the mitigation site by the Corps and DuPage County Stormwater Management Department.

- 1) Prescribed burning may be completed, weather permitting, when conditions warrant or in Year three, whichever comes first.
- 2) Application of herbicide to control weedy or invasive species will be completed to control weeds and invasive species. A certified and licensed pesticide applicator shall select herbicide, which is non-toxic to animal and aquatic life, and shall apply the herbicide by the appropriate method, to prevent killing of desirable native species.

- 3) Mowing will be completed several times the first growing season following seeding to minimize growth of weedy or invasive species. Mowing may also be completed in following years as a surrogate to prescribed burning if weather prevents a burn from occurring.

Best Management Practice (BMP) Maintenance Program

The developer will be responsible for completion of maintenance and monitoring of the onsite best management practices (BMPs) to ensure they are functioning as desired. The onsite BMP consists of a naturalized stormwater management basin. The BMP will require routine monitoring and maintenance. These maintenance and monitoring activities are described below.

Vegetative BMP Management Guidelines

At least 2 growing season visits will be completed each year to evaluate the conditions and assess the functionality of the BMP. An adaptive management plan has been prepared and includes the following:

Plan:

- Identify management issues (e.g. weed infestations)
- Identify management goals (e.g. weeds managed, native seeding)
- Determine management strategies available (e.g. herbicide, hand pulling, burning)
- Select appropriate management action (e.g. hand removal)
- Determine what will be monitored and how (e.g. establish a fixed point in field)
- Determine how change and success will be evaluated (e.g. absence of weeds one month or one year after removal)

Do:

- Carry out action (e.g. remove weeds)

Monitor:

- Monitor results (e.g. revisit site to determine success of activities)

Review:

- Assess previous management strategy and modify plan as necessary to adapt to current site conditions

Return to Planning – begin again, **Adapt** to new site conditions.

The activities completed shall conform to the following:

- Conform to all applicable state and federal regulations and herbicide label directions controlling the loading, mixing, use, storage, and containment of herbicides.
- Use only compounds registered and approved by EPA and IEPA.
- Use a Certified Pesticide Applicator to conduct all herbicide applications.
- Complete spray operations when meteorological conditions are favorable.
- Use the lowest pressure, largest droplet size, and largest volume of water permitted by the herbicide label to obtain adequate treatment success.
- Choose the most effective herbicide that requires the least number of applications.
- Choose the lowest effective rate of application.
- Use only those herbicides with aquatic labeling within no-spray buffer areas around water courses, when necessary.
- Inspect and maintain herbicide application equipment.

Stream Restoration

The Oak Brook Terrace is required to complete monitoring of the completed stream bank stabilization practices. At least twice each year all the restored areas shall be visited and assessed. Any issues should

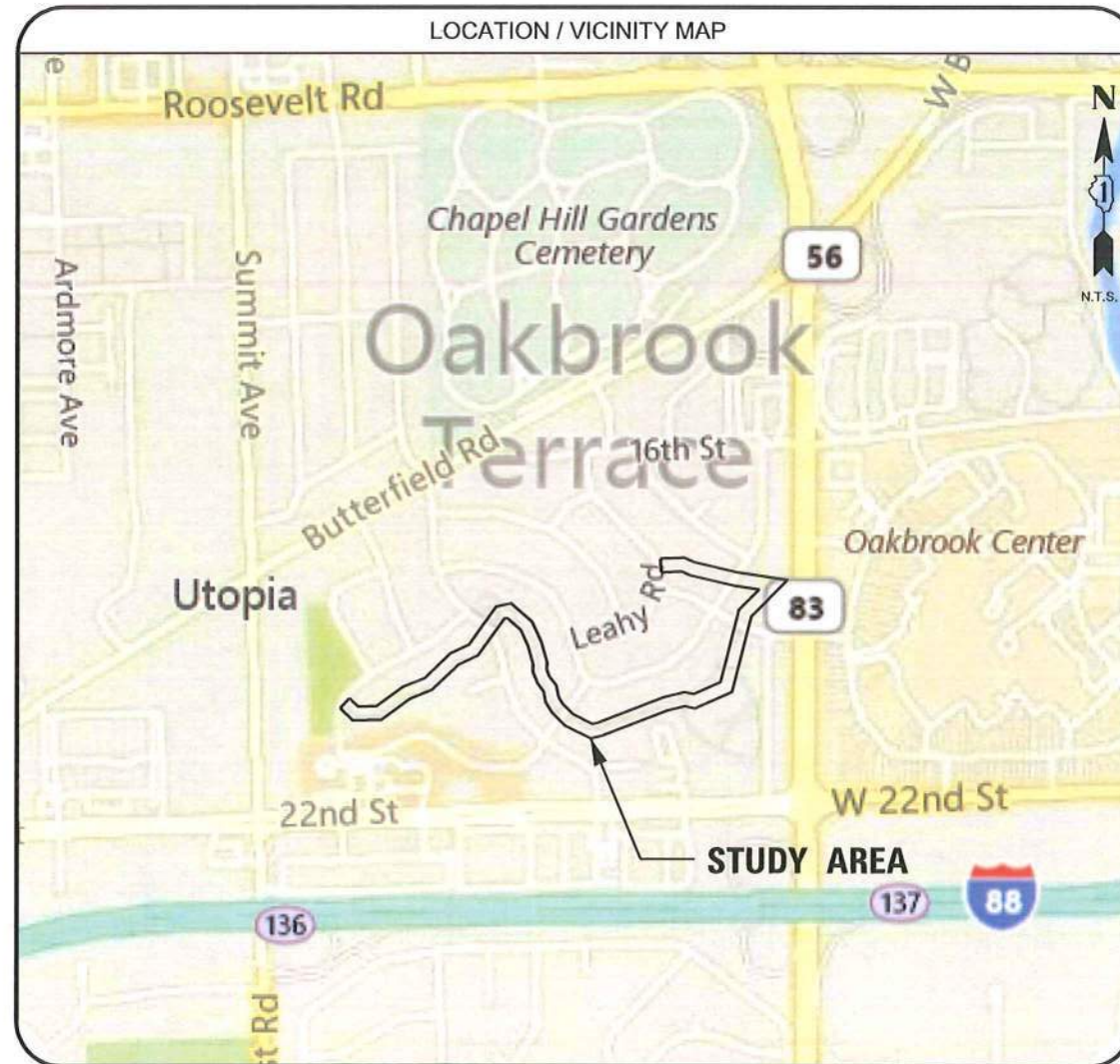
be noted, and a remediation plan executed as soon as possible to address the identified issues. Results of the inspections and remediation shall be included in each year end report along with photographs depicting the existing and, if completed, the remediated conditions.

Annual Report

An annual report shall be submitted to the Corps of Engineers and DuPage County Stormwater Management Department by January 31st. The reports will include a discussion of the progress in meeting the vegetation success criteria (meander survey and FQI), and the proposed actions to deal with any shortfalls. Representative photographs of the restoration areas will be taken at the time of sampling will also be included in the reports. The report shall describe any deficiencies or issues related to soil erosion and sediment control, stream condition, stream structure, etc. The report shall include remedial actions to be taken to address any identified deficiencies. Particular attention will be given to the progress of the vegetation at the end of the second full growing season, as the relative success of the plantings may be reasonably predicted at that time. The report shall describe expected work effort for the following year, including vegetation management tasks and any other identified remedial tasks.

SPRING ROAD TRIBUTARY PROPOSED RESTORATION IMPROVEMENT

INDEX	
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS
4-8	STREAMBANK REMOVAL PLANS
9-15	STREAMBANK RESTORATION PLANS
16-18	CONSTRUCTION AND SESC DETAILS
19-22	CROSS-SECTIONS



IDOT STANDARDS

BENCHMARK

SEE EXISTING CONDITIONS PLAN SHEET 3 OF 12

LOCATION

CALL JULIE 811
WITH THE FOLLOWING:

COUNTY _____
CITY-TOWNSHIP _____

48 HOURS BEFORE YOU DIG,
EXCLUDING SAT., SUN., & HOLIDAYS

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION/DIRECTION AND MEANS/METHODS OF CONSTRUCTION

Erik Gil October 15, 2021
 ENGINEER DATE
062-052385
 ILLINOIS REGISTRATION No. _____
 EXPIRATION DATE: February 28, 2022

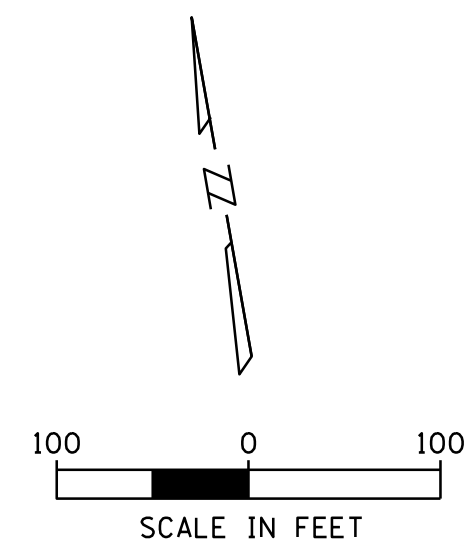
CLIENT :

CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE IL. 60181

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

PROFESSIONAL DESIGN FIRM NO. 184-001175
EXPIRATION DATE: 04/30/19

8/27/2021



ELEVATION BENCHMARKS DATUM: NAVD'88 (GPS OBSERVED)		
NO.	DESCRIPTION	ELEV.
OBT 8	OAKBROOK TERRACE BENCHMARK 8, IS A BRASS DISK SET ON TOP OF THE 36" CONCRETE FLARED END SECTION ON THE EAST SIDE OF TERRACE VIEW PARK ENTRANCE, APPROXIMATELY 28' SOUTHERLY AND 275' EASTERLY OF THE CENTERLINE INTERSECTION OF HODGES ROAD & MONTERY AVENUE (NGVD '29 668.72)	668.57
AJ2796	DUPAGE COUNTY BENCHMARK IS LOCATED WITHIN THE CITY OF OAK BROOK, 2.0 MI NORTH OF CLARENDON HILLS IN SECTION 26, T39N, R1E. REACH FROM THE JUNCTION US RT 34 AND IL RT 83 PROCEED NORTH 1.5 MI TO STATION LOCATED 30 FT WEST OF BACK OF CURB OF IL RT 83 SOUTHBOUND. STATION IS LOCATED 0.8 MI SOUTH OF INTERSTATE 88, 0.1 MI NORTH OF OAKBROOK RD, 35.4 FT EAST OF CENTERLINE OF EXIT RAMP TO OAKBROOK RD, 22 FT EAST OF EDGE-OF-PAVEMENT OF EXIT RAMP TO OAKBROOK RD, 113 FT NORTH OF 6 IN SPRUCE TREE, AND 2 FT NORTH OF ORANGE FIBERGLASS WITNESS POST. NOTE - ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.6 FT BELOW CAP. PK NAILS WERE SET IN WOOD PHYSICAL TIES. (WB)	694.59
DK3132	DUPAGE CO. BENCHMARK IS LOCATED ON THE SOUTHEAST CORNER OF A HEADWALL FOR THE BRIDGE FOR ILLINOIS ROUTE 83 OVER INTERSTATE 88 STATION IS 44' NORTHWEST OF AN MCI VAULT, 120' NORTH OF A SIGN FOR INTERSTATE 88 WEST, AND 53' NORTH OF AN OLD SIGN POST	703.74

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:



CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:	DSGN. JA	EAT
FILE NAME	N:\OAKBROOKTERRACE\180522\Env\Plan Set\103.180522.EX.dgn				DWN. JA	
					CHKD. JA	
					SCALE: 100'	
					PLOT DATE: 8/17/2021	
					CAD USER: elmo@oda	
					MODEL: Default	

TITLE:

**SPRING ROAD TRIBUTARY
 STREAMBANK RESTORATION PLANS
 EXISTING CONDITIONS**

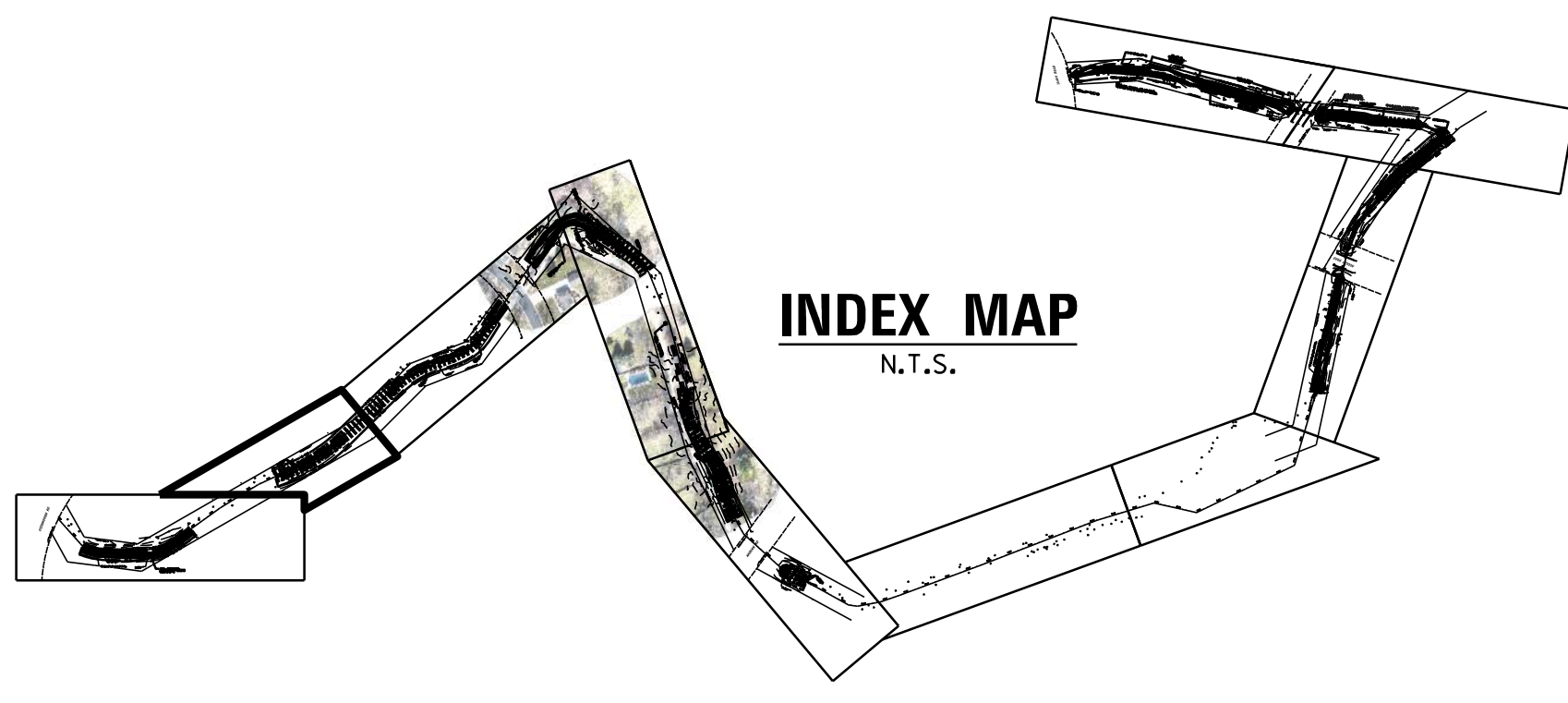
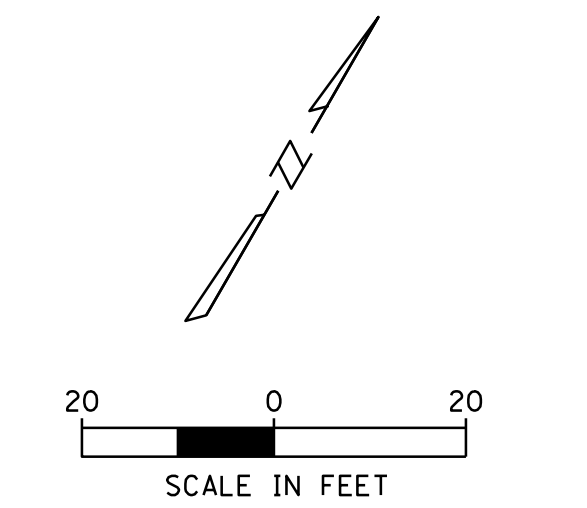
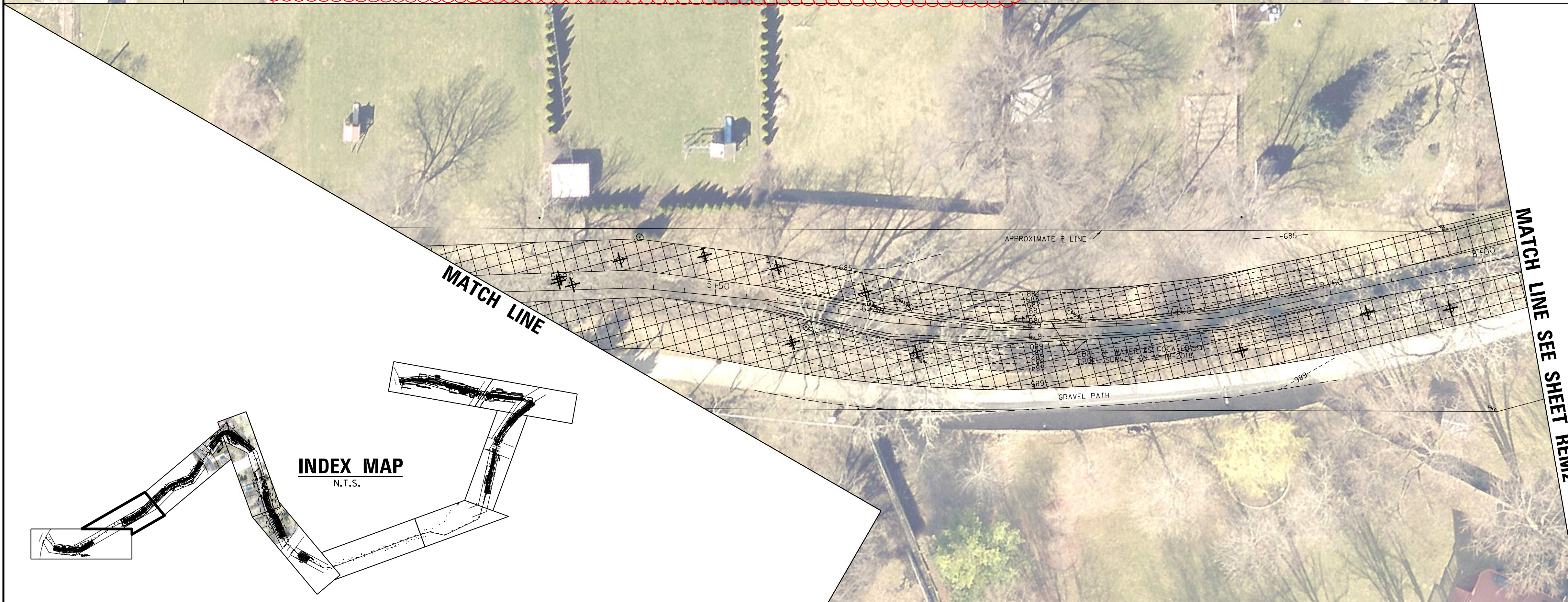
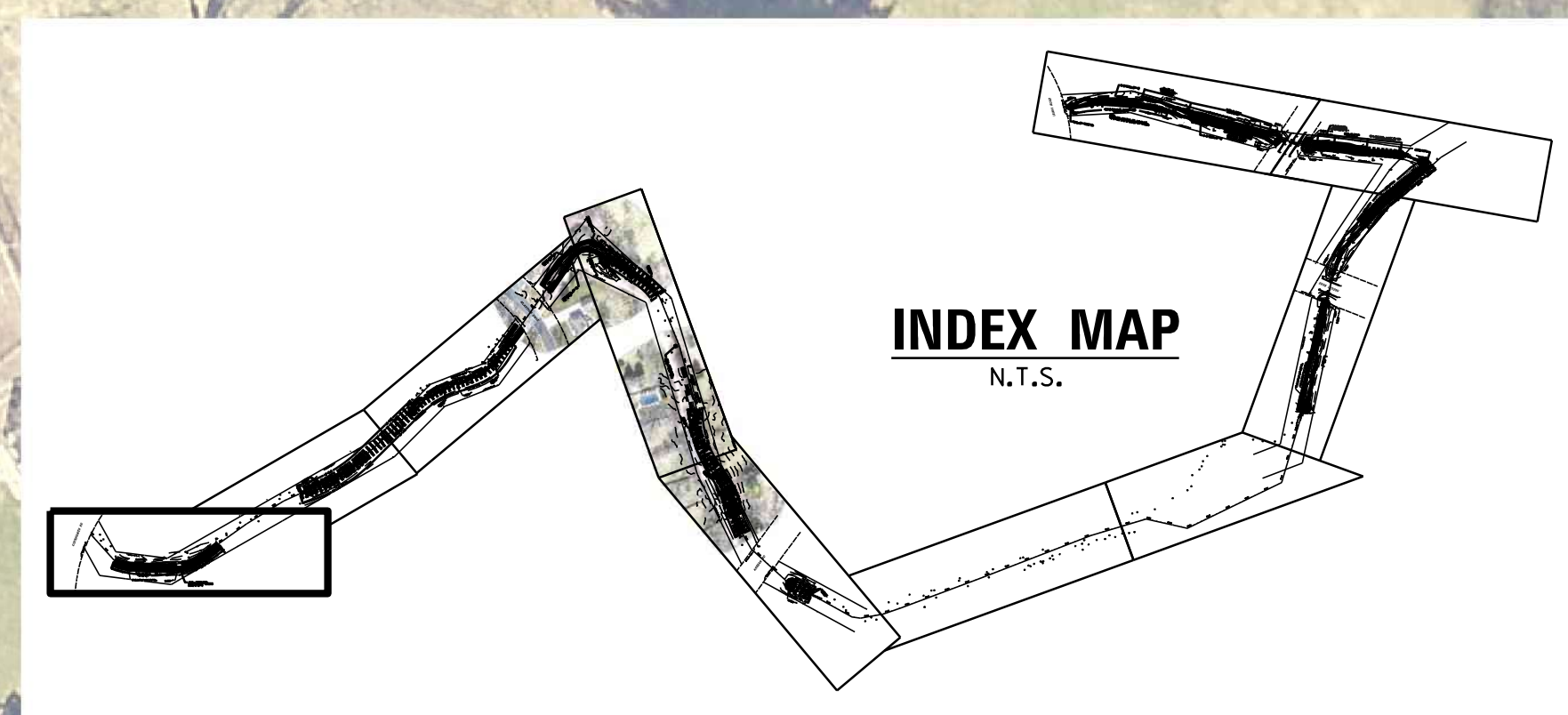
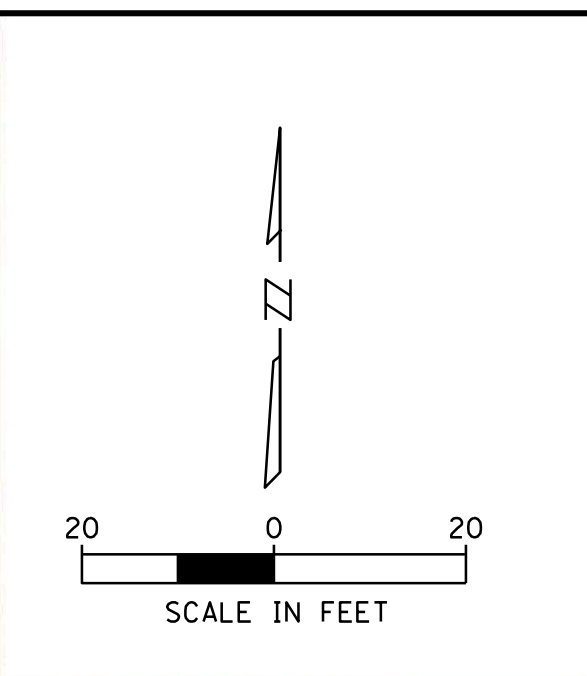
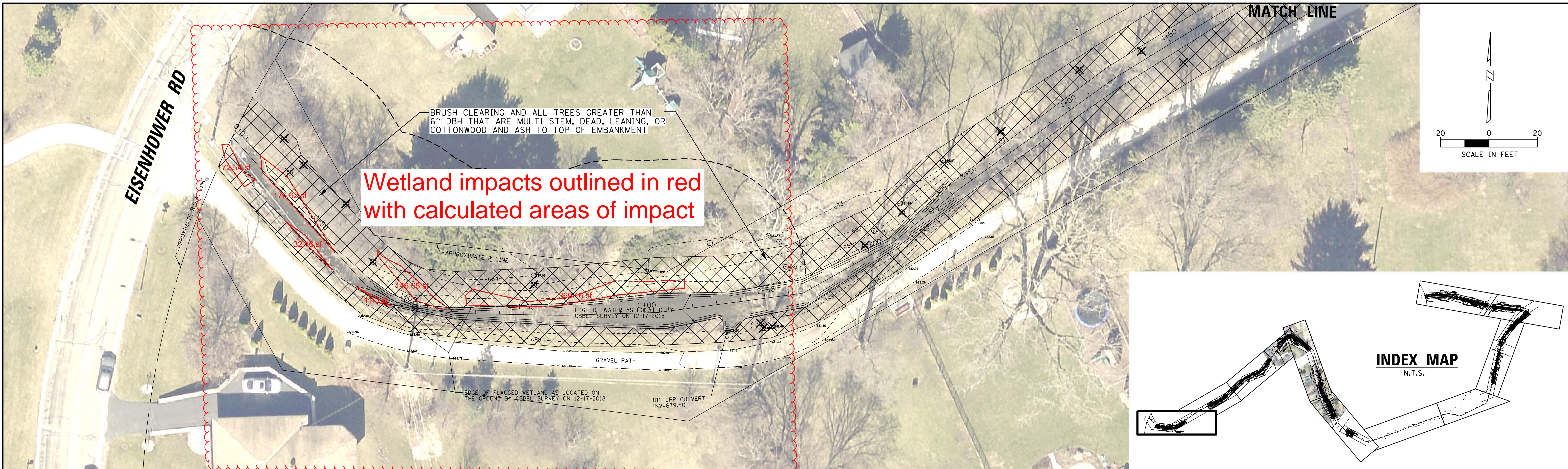
PROJ. NO. 180522

DATE: 8/17/2021

SHEET 3 OF 22

DRAWING NO.

EX



LEGEND

	BRUSH CLEARING
	TREE REMOVAL
	WETLAND
	WETLAND BUFFER

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:

CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

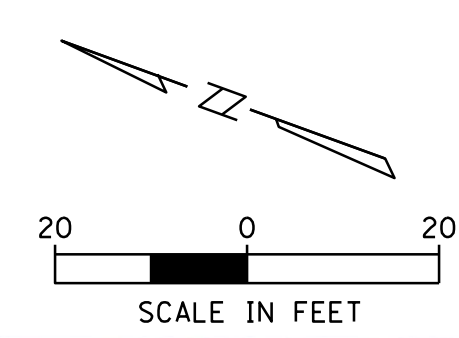
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
				Default

TITLE: **SPRING ROAD TRIBUTARY STREAMBANK REMOVAL PLANS**

PROJECT NO. 180522
 DATE: 8/30/2021
 SHEET 4 OF 22
 DRAWING NO. **REM1**



- LEGEND**
- BRUSH CLEARING
 - TREE REMOVAL
 - WETLAND
 - WETLAND BUFFER



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 Rosemont, Illinois 60018
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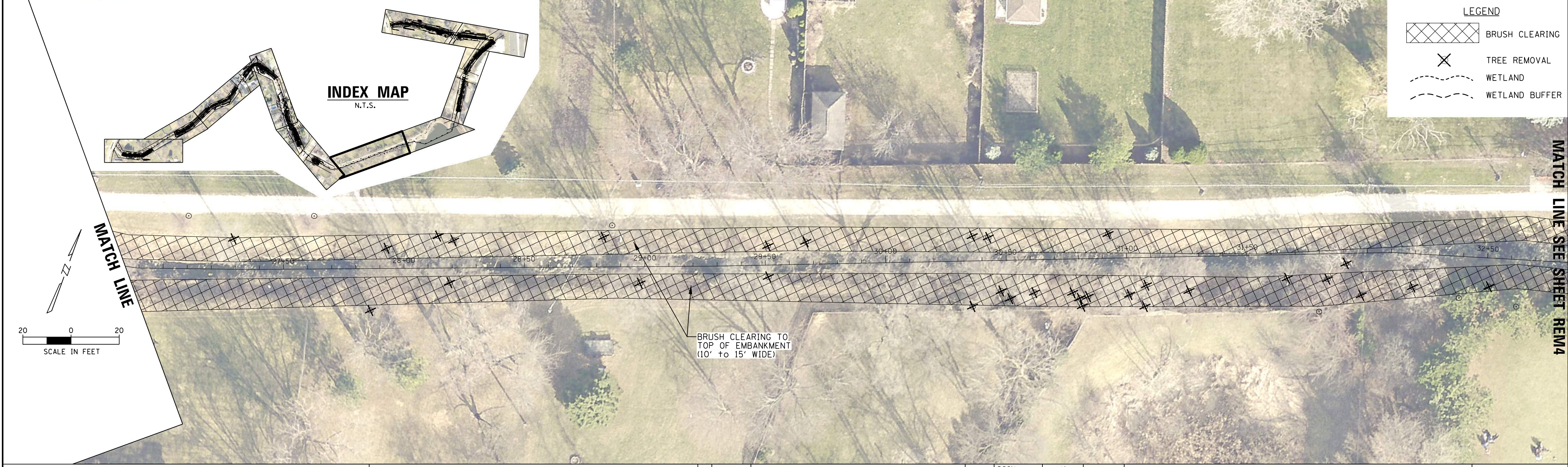
CLIENT:

CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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DSGN.	JA			
DWN.	EAT			
CHKD.	JA			
SCALE:	20'			
PLOT DATE:	8/30/2021			
CAD USER:	elmofoa			

TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK REMOVAL PLANS**

PROJ. NO. 180522
 DATE: 8/30/2021
 SHEET 5 OF 22
 DRAWING NO.
REM2



LEGEND

	BRUSH CLEARING
	TREE REMOVAL
	WETLAND
	WETLAND BUFFER

CHRISTOPHER B. BURKE ENGINEERING, LTD.
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 Rosemont, Illinois 60018
 (847) 823-0500

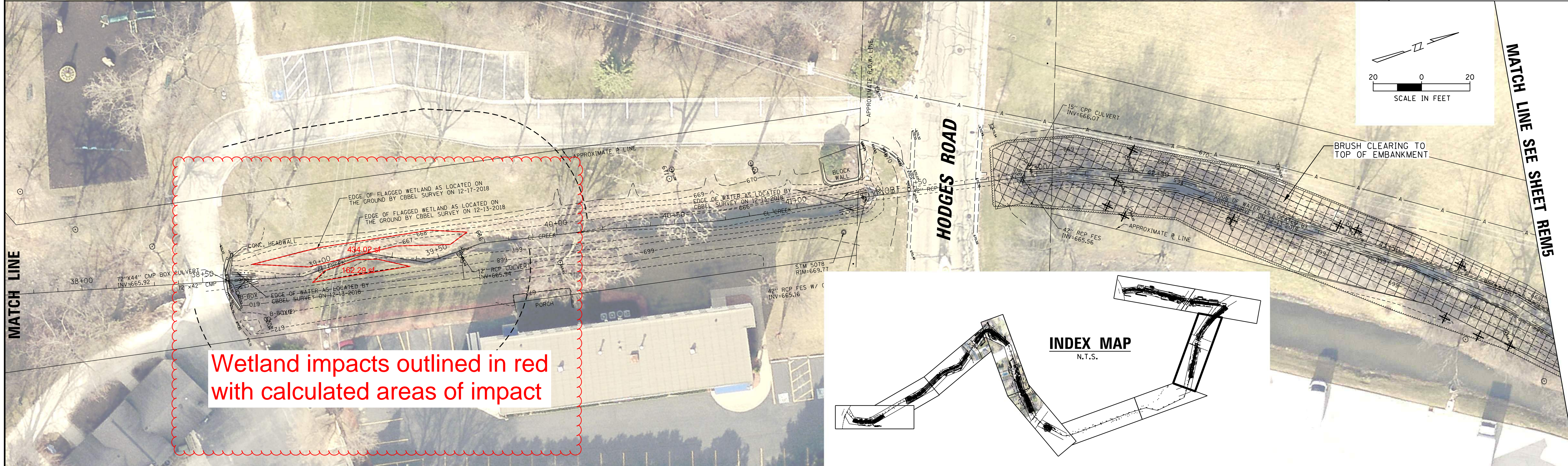
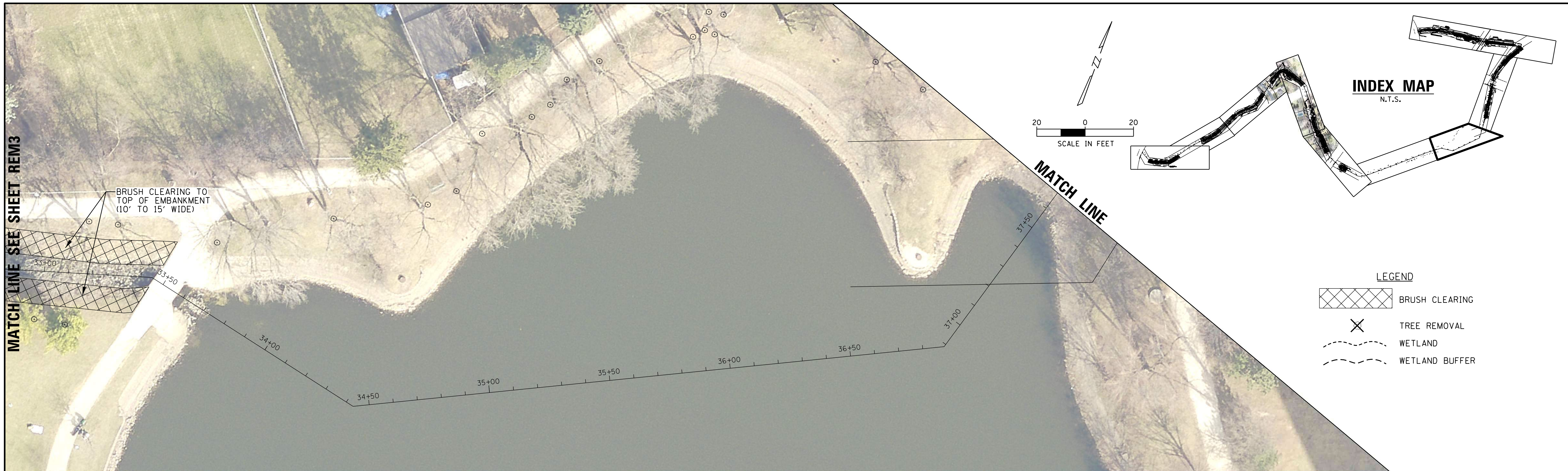
CLIENT:

CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60118

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
				Default

TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK REMOVAL PLANS**

PROJ. NO. 180522
 DATE: 8/30/2021
 SHEET 6 OF 22
 DRAWING NO.
REM3



Wetland impacts outlined in red with calculated areas of impact

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 Rosemont, Illinois 60018
 (847) 823-0500

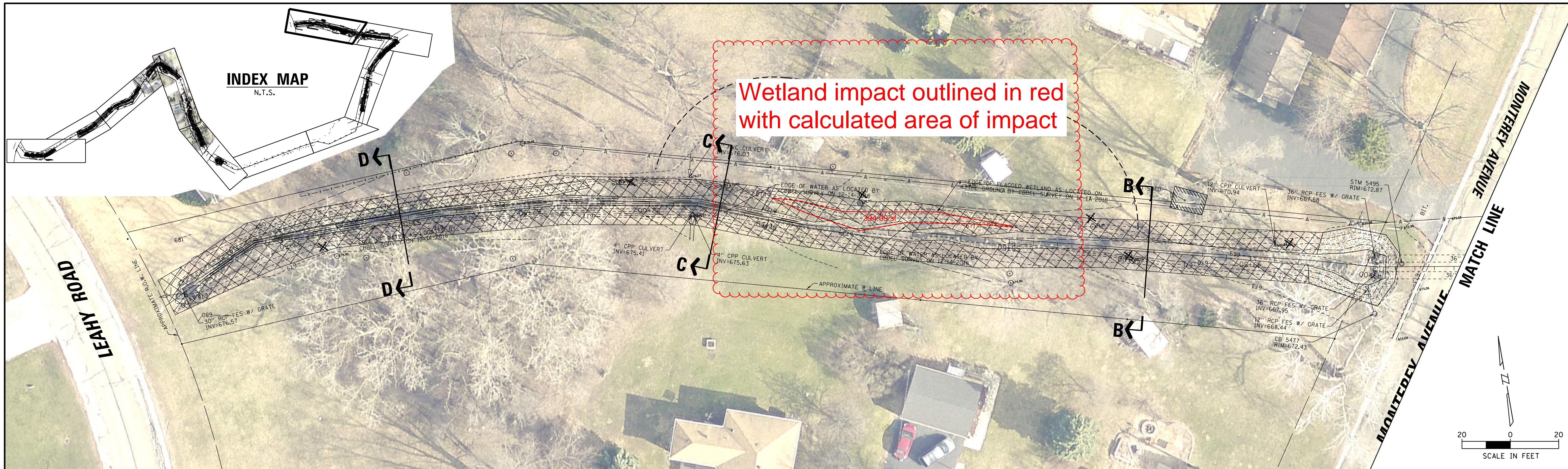
CLIENT:
 **CITY OF OAKBROOK TERRACE**
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60118

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:

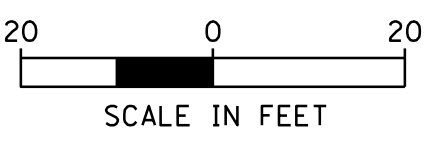
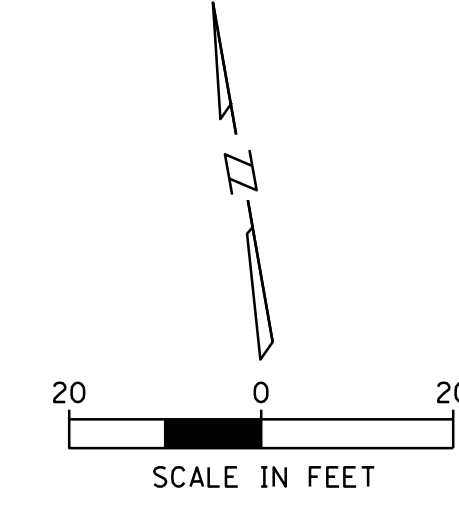
DSGN.	JA
DWN.	EAT
CHKD.	JA
SCALE:	20'
PLOT DATE:	8/30/2021
CAD USER:	elmofoa
MODEL:	Default

TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK REMOVAL PLANS**

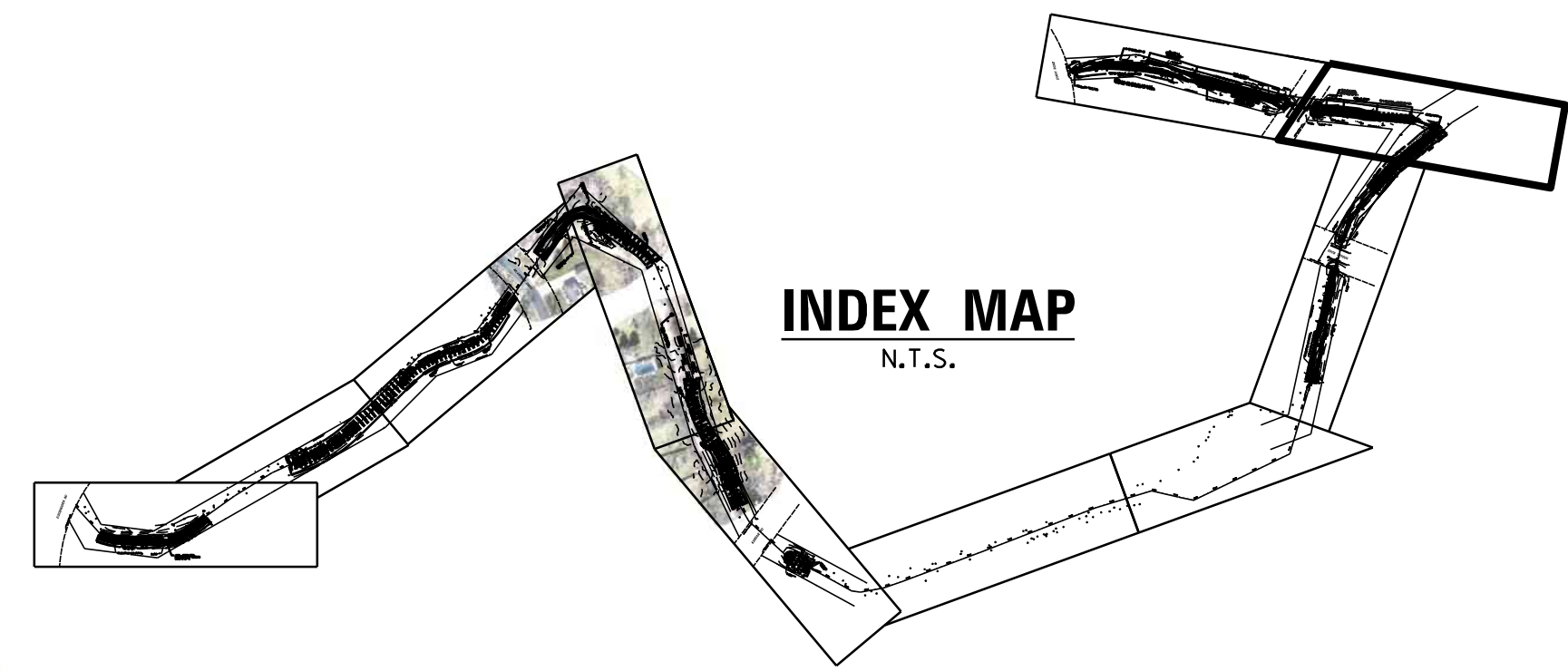
PROJ. NO. 180522
 DATE: 8/30/2021
 SHEET 7 OF 22
 DRAWING NO.
REM4



Wetland impact outlined in red with calculated area of impact




- LEGEND**
- BRUSH CLEARING
 - TREE REMOVAL
 - WETLAND
 - WETLAND BUFFER
 - CROSS-SECTION LOCATION



MATCH LINE SEE SHEET REM4

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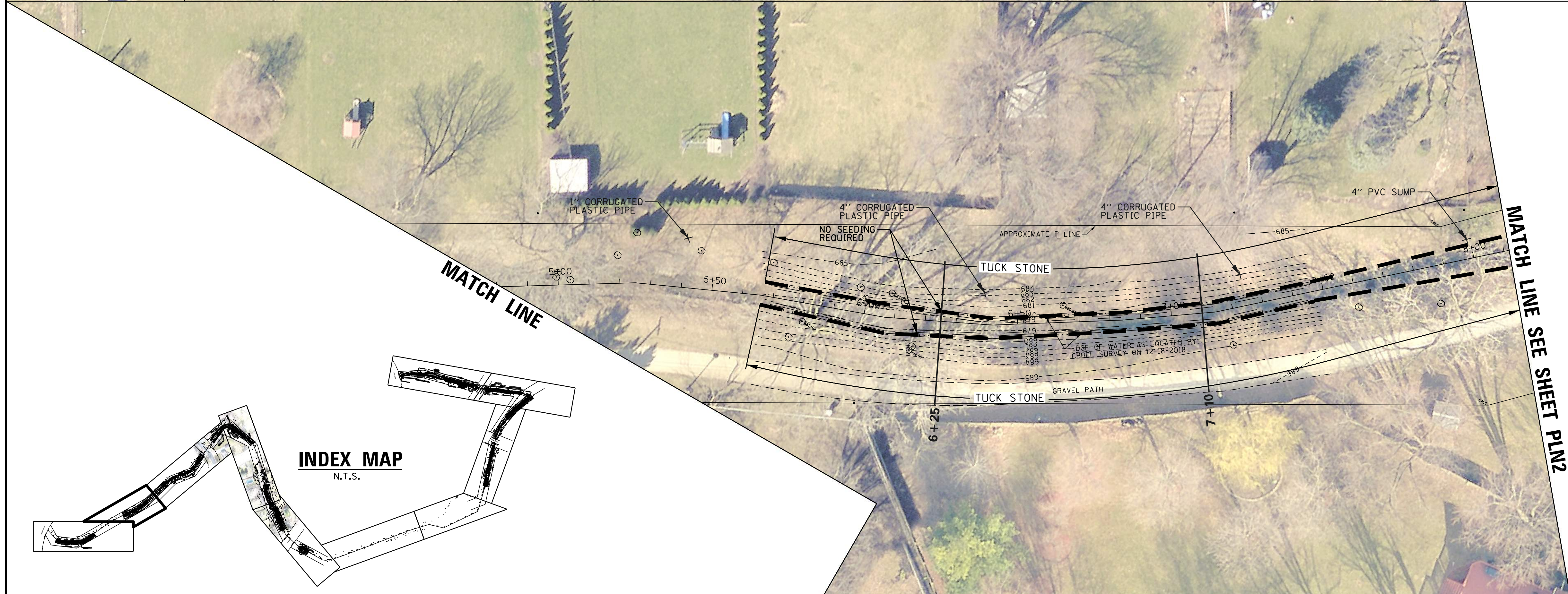
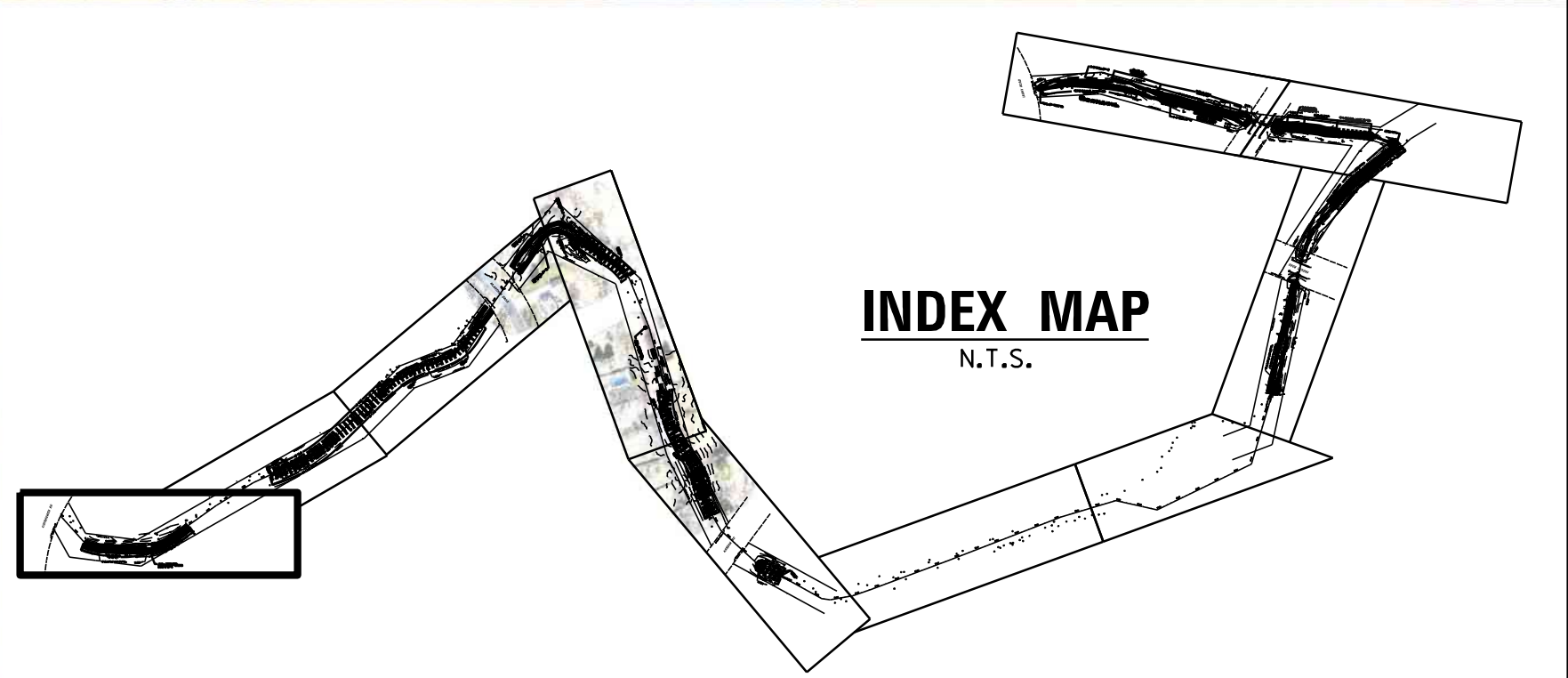
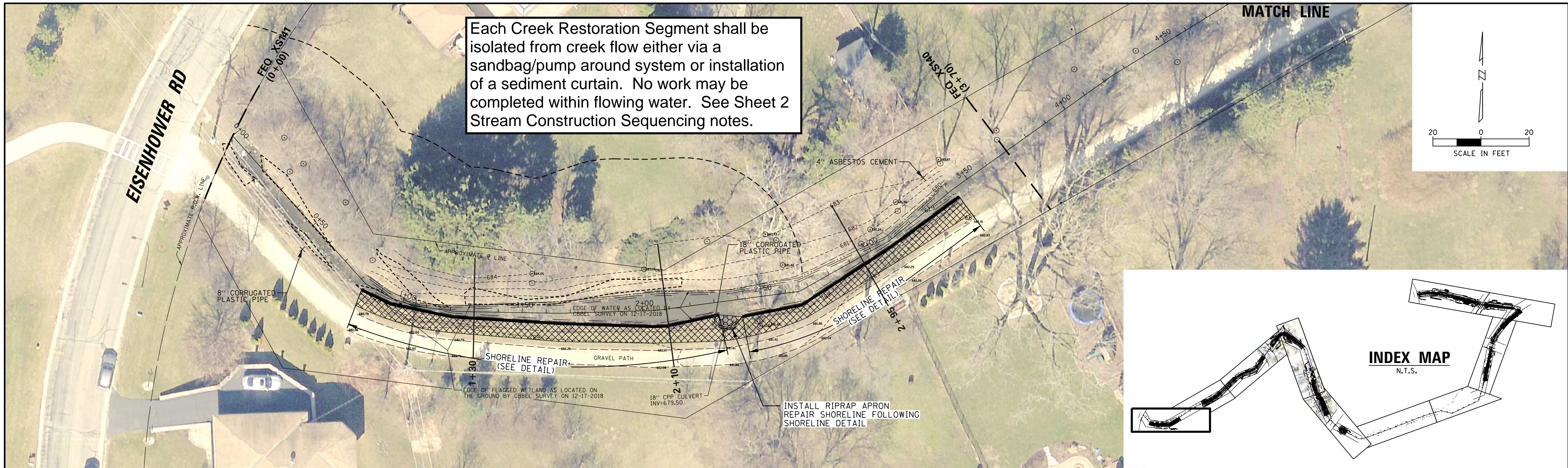
CLIENT:

CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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FILE NAME	N:\OAKBROOKTERRACE\180522\Env\Plan Set\08_180522_REM.05.dgn			

TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK REMOVAL PLANS**

PROJ. NO. 180522
 DATE: 8/30/2021
 SHEET 8 OF 22
 DRAWING NO.
REM5


Each Creek Restoration Segment shall be isolated from creek flow either via a sandbag/pump around system or installation of a sediment curtain. No work may be completed within flowing water. See Sheet 2 Stream Construction Sequencing notes.



LEGEND

- SHORELINE REPAIR WITH COIR LOG
- TUCK STONE
- - - DUMPED RIPRAP
- [Pattern] CULVERT RIPRAP PROTECTION
- [Pattern] FABRIC WRAP SHORELINE REPAIR
- [Pattern] CHANNEL STONE BED
- [Pattern] SHORELINE REPAIR
- [Pattern] PROPOSED BIG BLOCKS
- [Pattern] PROPOSED BOULDER TOE
- 0+00 — CROSS-SECTION LOCATION
- FEQ XS140 (3+70) — FEQ CROSS-SECTION
- - - WETLAND
- - - WETLAND BUFFER

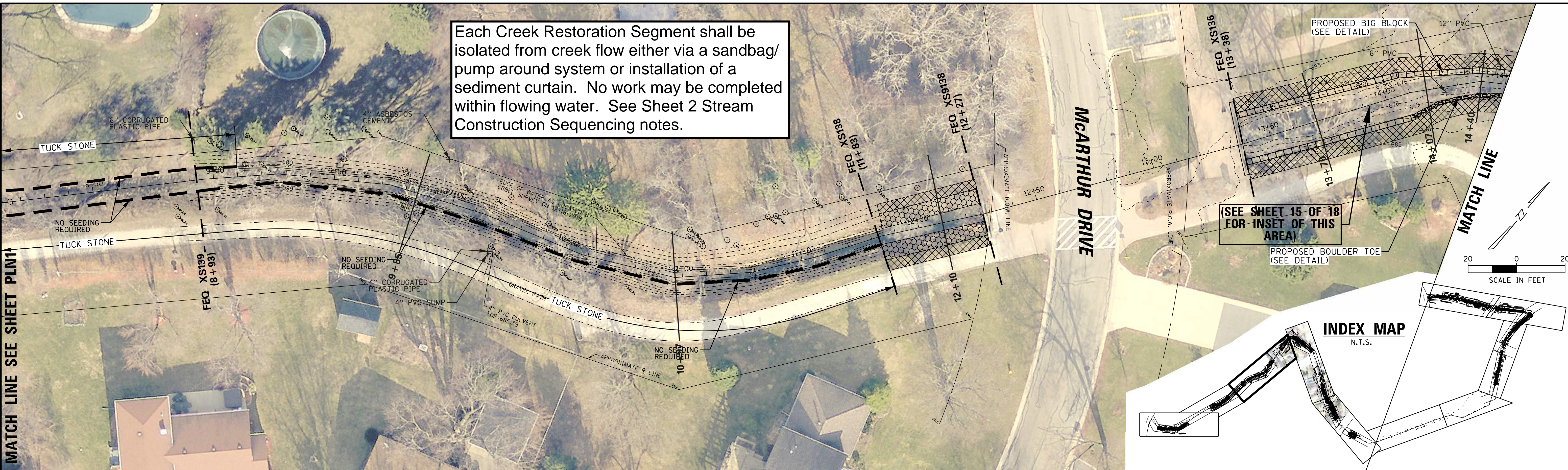
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:

CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60118

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
				Default

TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK RESTORATION PLANS**

PROJ. NO. 180522
 DATE: 8/30/2021
 SHEET 9 OF 22
 DRAWING NO.
PLN1



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CLIENT:

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 OAKBROOK TERRACE IL. 60181

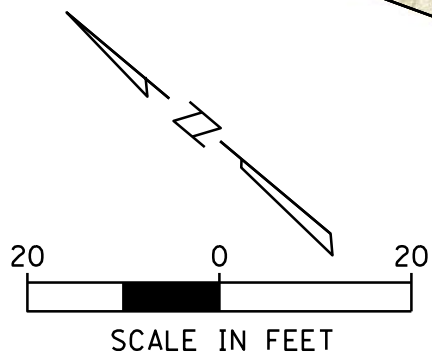
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DWN.	EAT			
CHKD.	JA			
SCALE:	20'			
PLOT DATE:	10/15/2021			
CAD USER:	elmofoa			

TITLE:

**SPRING ROAD TRIBUTARY
 STREAMBANK RESTORATION PLANS**

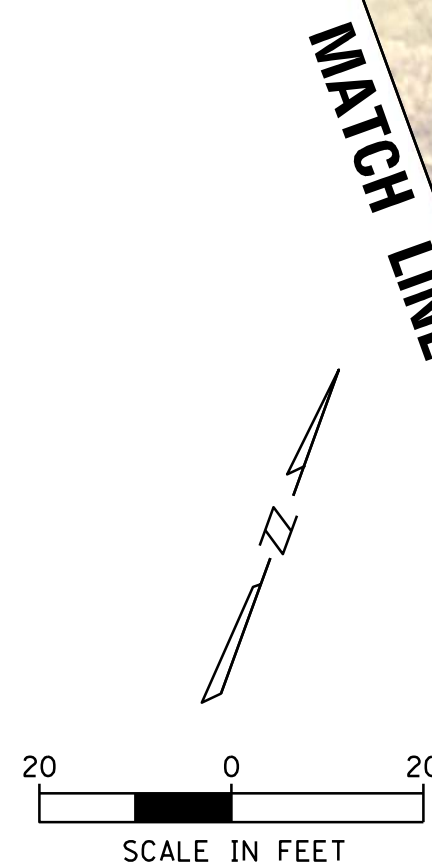
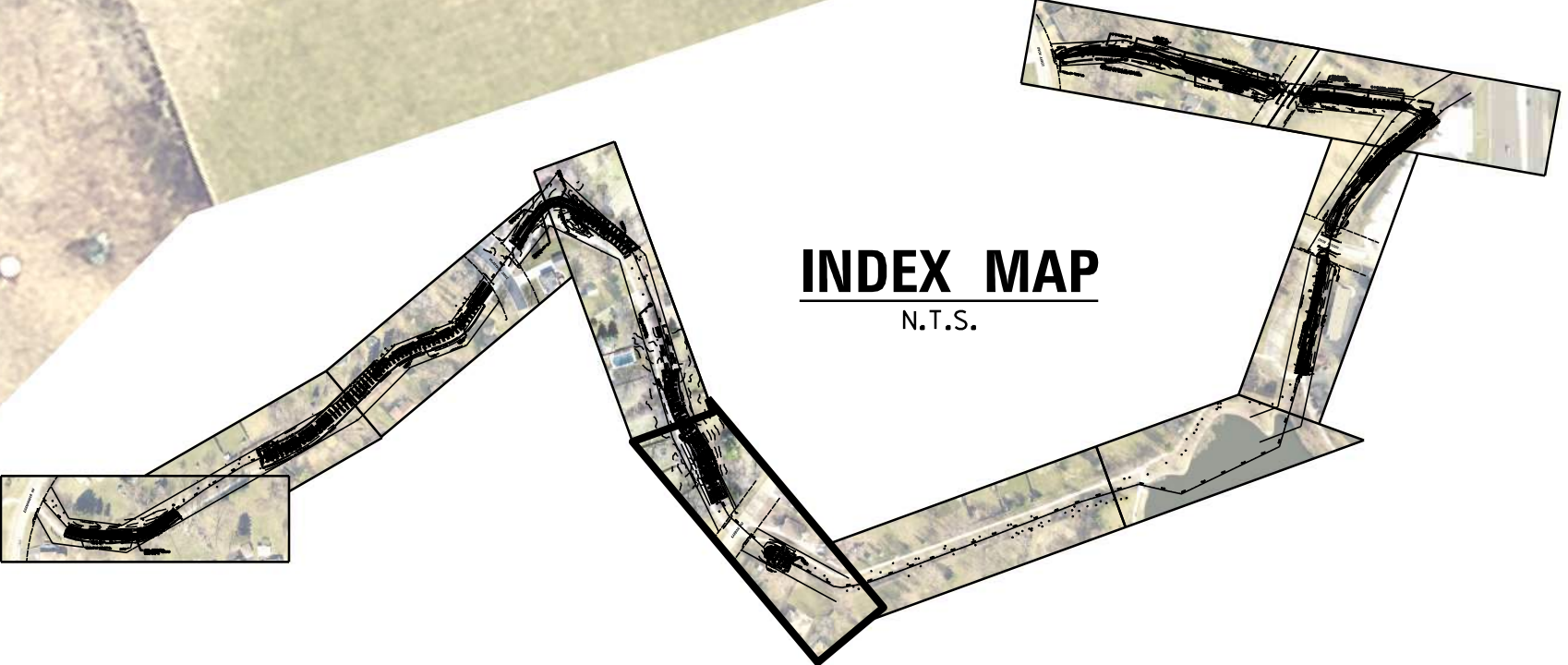
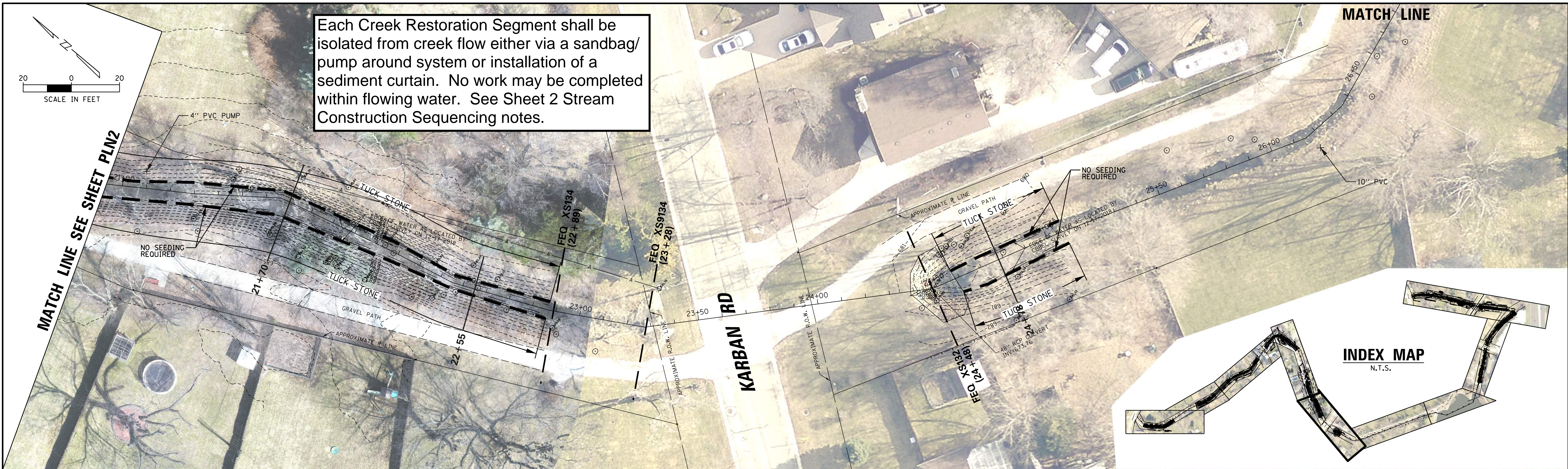
PROJ. NO. 180522
 DATE: 10/15/2021
 SHEET 10 OF 22
 DRAWING NO.
PLN2

Each Creek Restoration Segment shall be isolated from creek flow either via a sandbag/pump around system or installation of a sediment curtain. No work may be completed within flowing water. See Sheet 2 Stream Construction Sequencing notes.



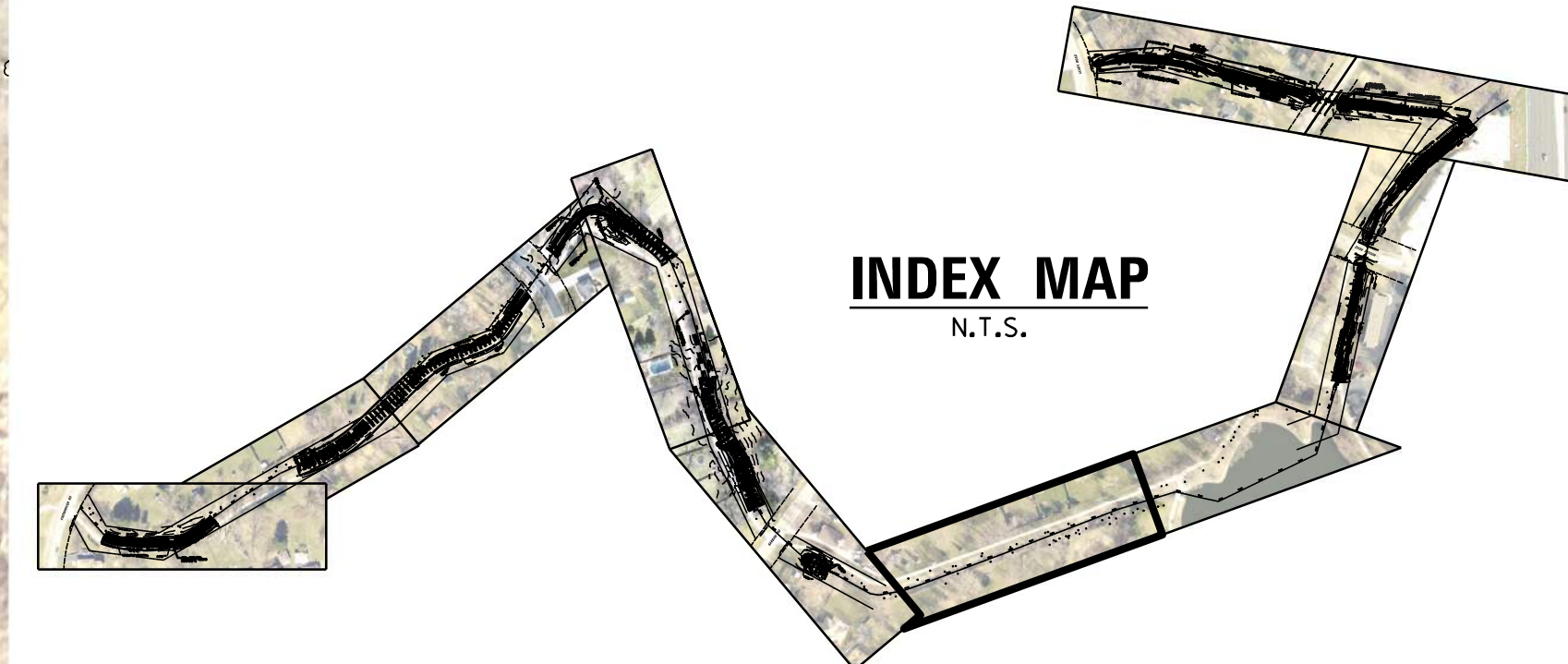
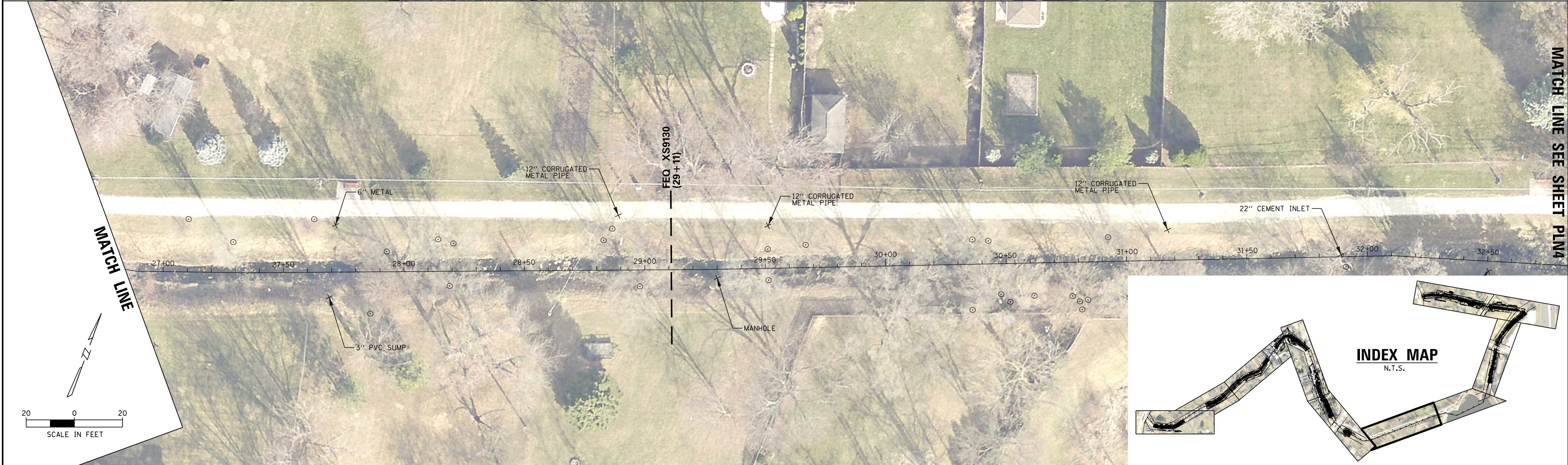
MATCH LINE SEE SHEET PLN2

MATCH LINE




MATCH LINE

MATCH LINE SEE SHEET PLN4



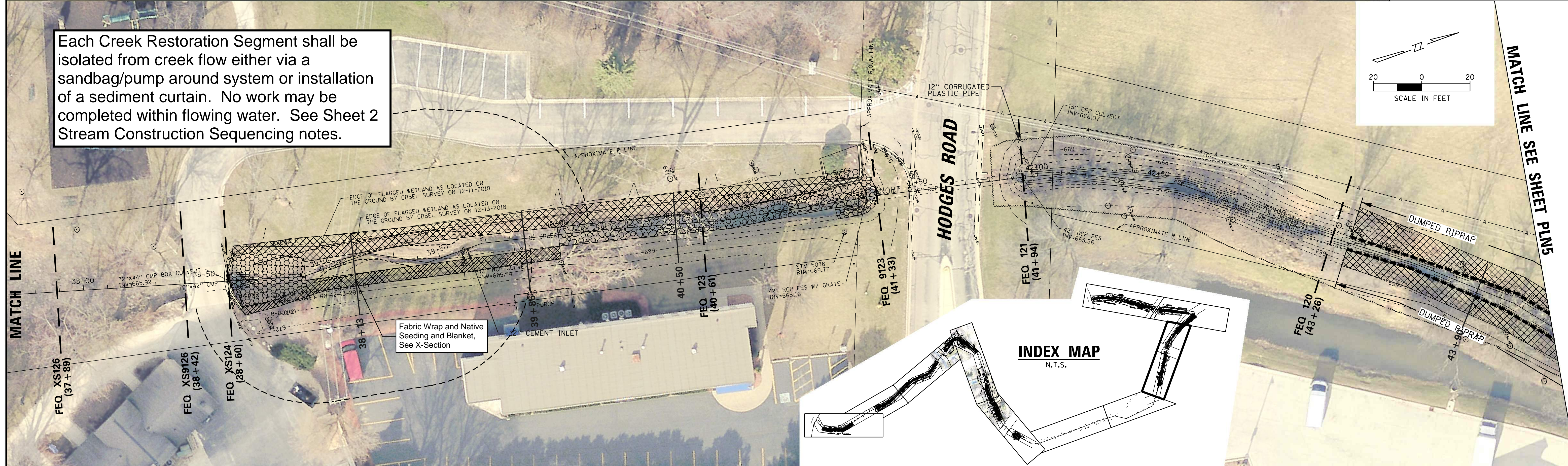
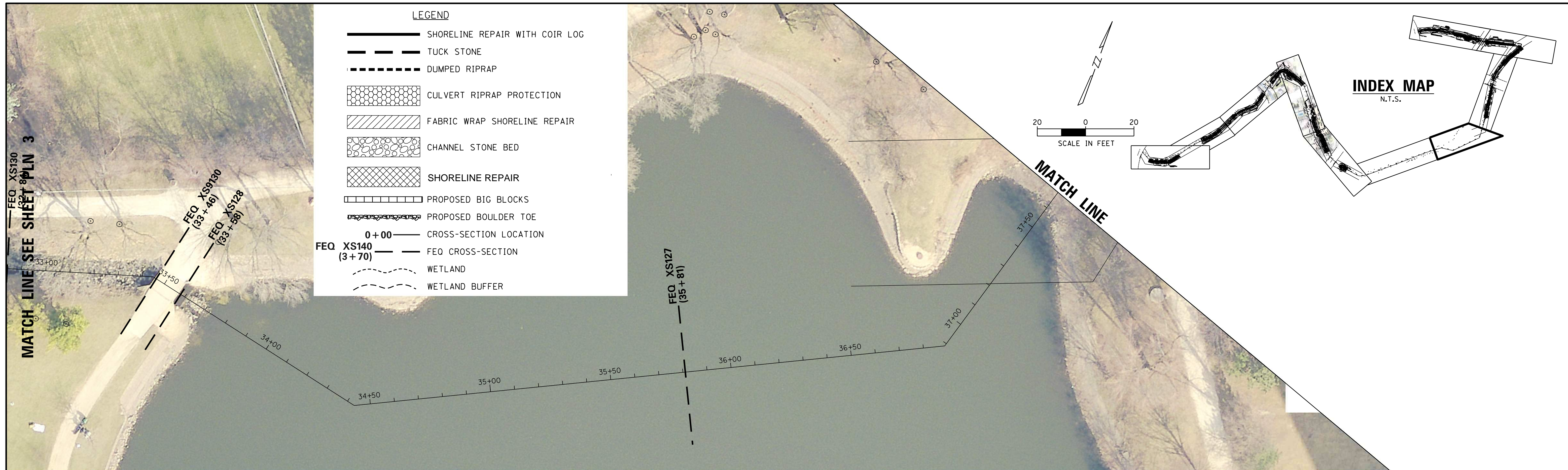
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT:
 **CITY OF OAKBROOK TERRACE**
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK RESTORATION PLANS**

PROJ. NO. 180522
 DATE: 7/12/2021
 SHEET 11 OF 22
 DRAWING NO.
PLN3



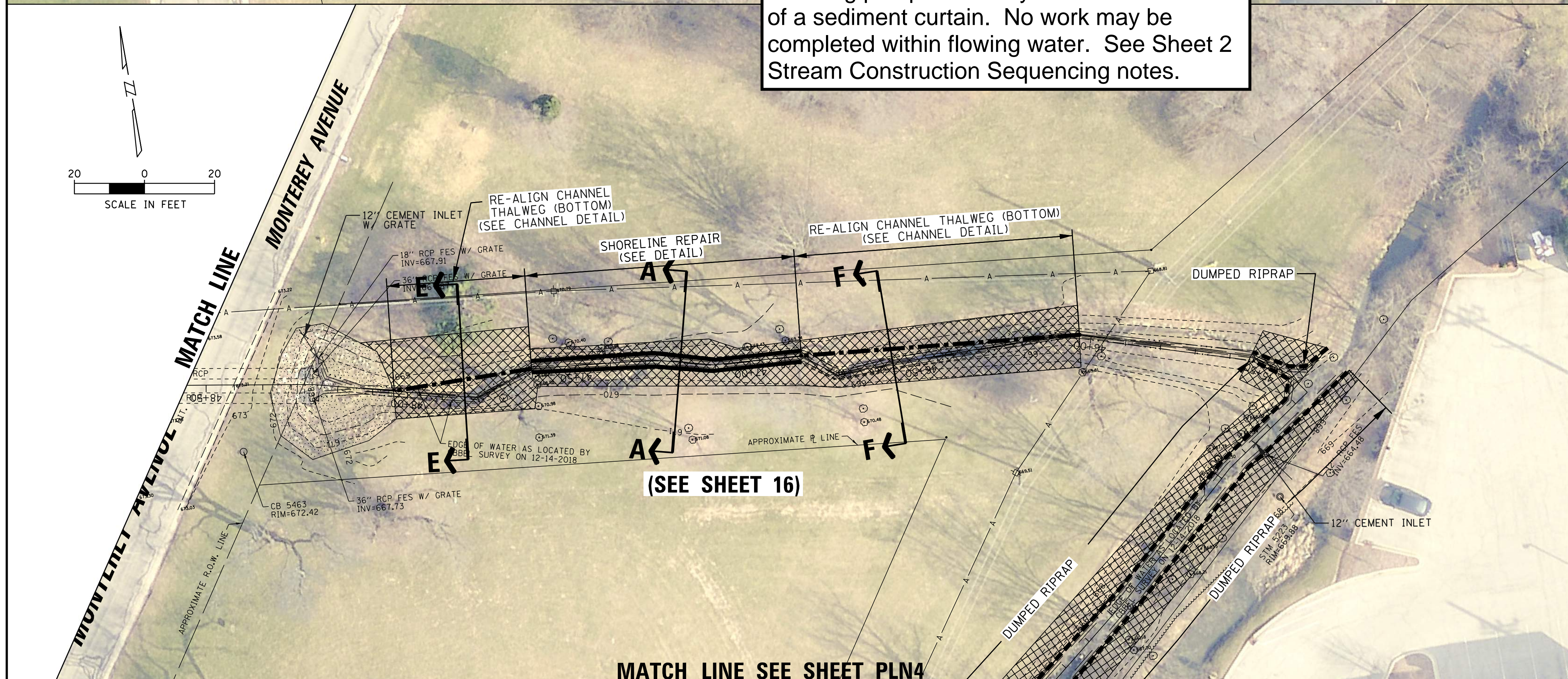
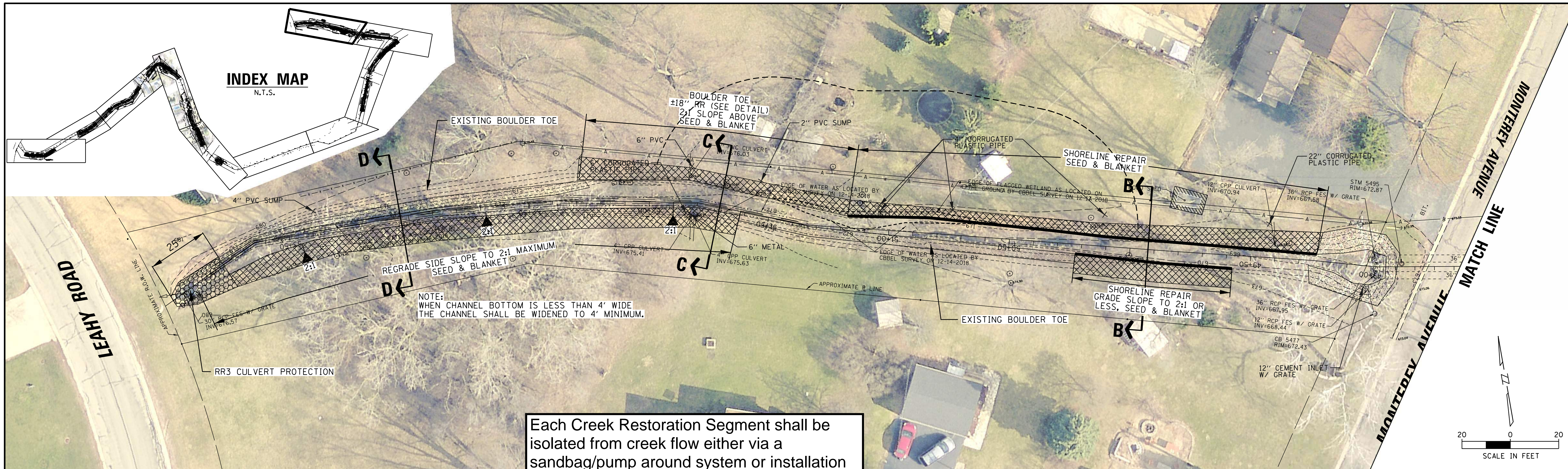
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE IL. 60181

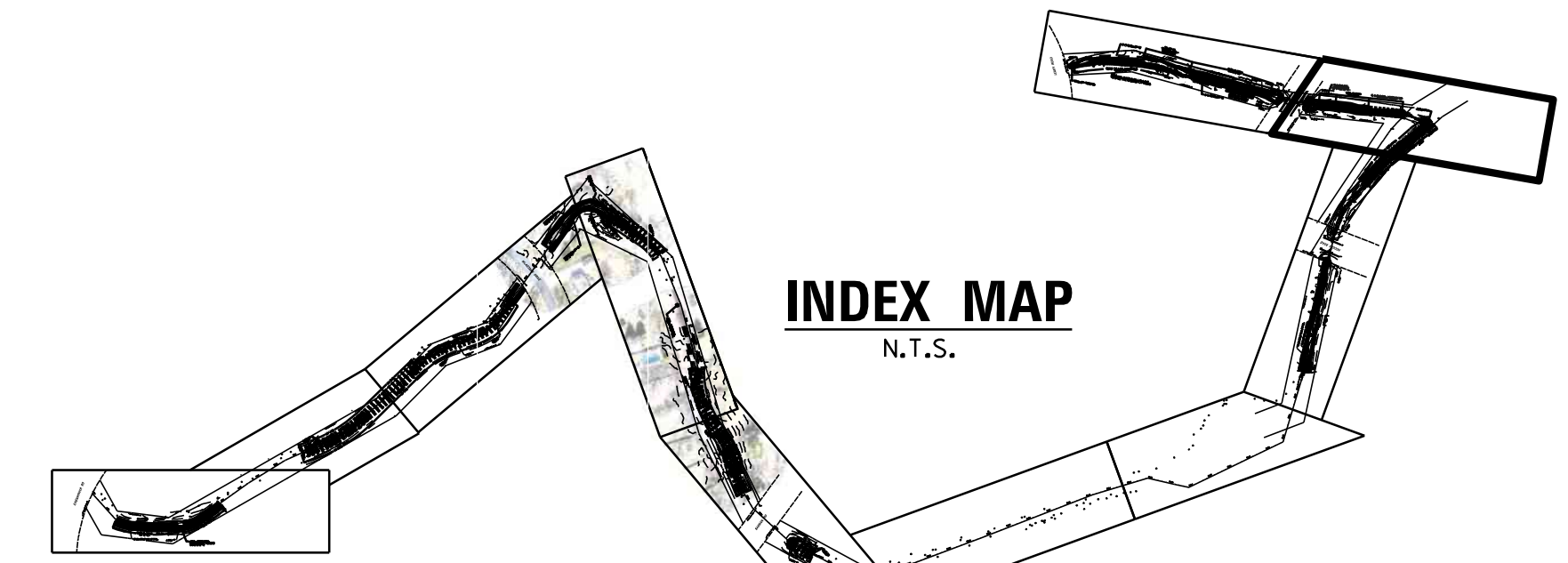
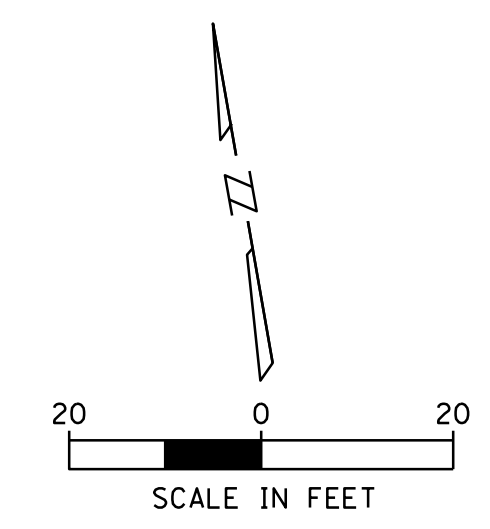
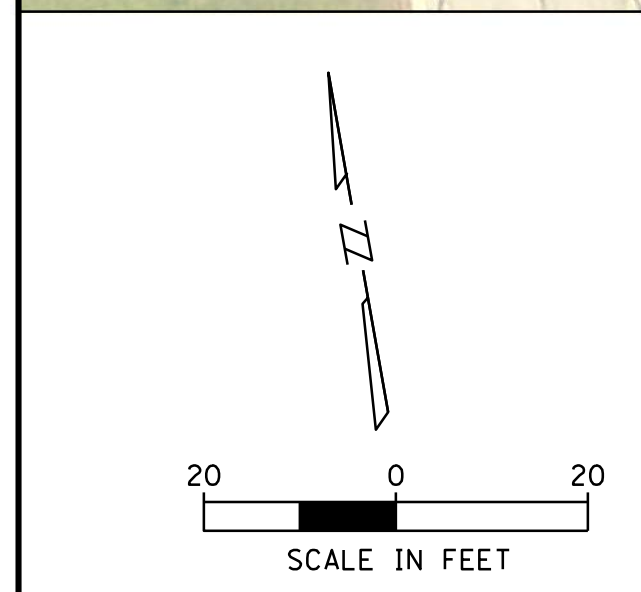
NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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TITLE: **SPRING ROAD TRIBUTARY
STREAMBANK RESTORATION PLANS**

PROJ. NO. 180522
DATE: 8/30/2021
SHEET 12 OF 22
DRAWING NO. **PLN4**



Each Creek Restoration Segment shall be isolated from creek flow either via a sandbag/pump around system or installation of a sediment curtain. No work may be completed within flowing water. See Sheet 2 Stream Construction Sequencing notes.



- LEGEND**
- SHORELINE REPAIR WITH COIR LOG
 - TUCK STONE
 - DUMPED RIPRAP
 - CULVERT RIPRAP PROTECTION
 - FABRIC WRAP SHORELINE REPAIR
 - CHANNEL STONE BED
 - SHORELINE REPAIR
 - PROPOSED BIG BLOCKS
 - PROPOSED BOULDER TOE
 - 0+00 — CROSS-SECTION LOCATION
 - Q XS140 (3+70) — FEQ CROSS-SECTION
 - WETLAND
 - WETLAND BUFFER

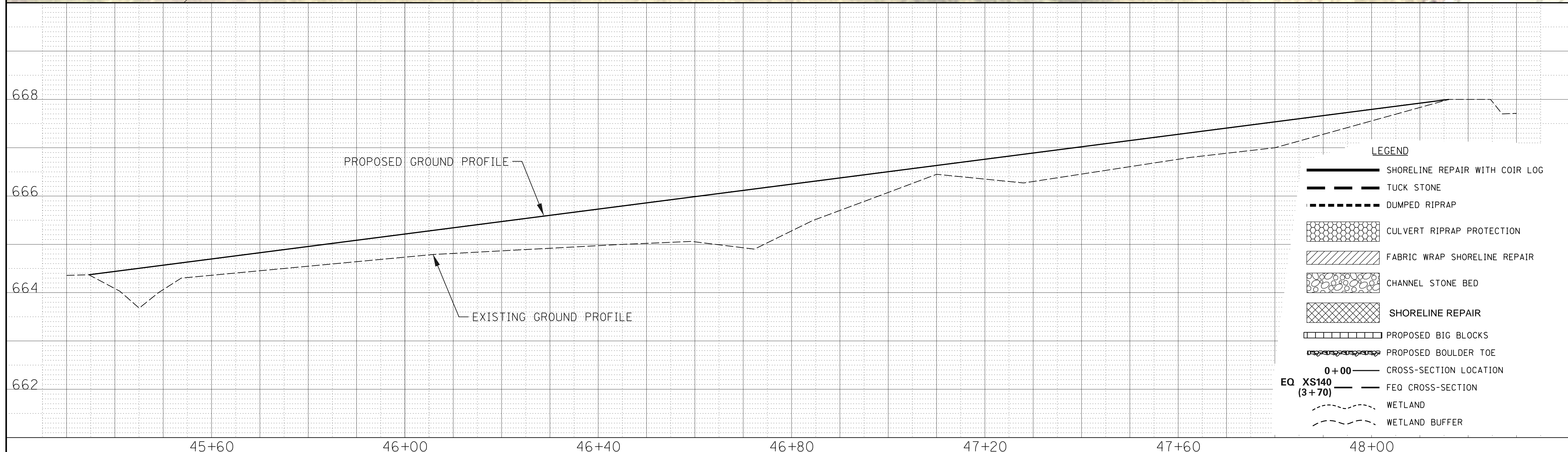
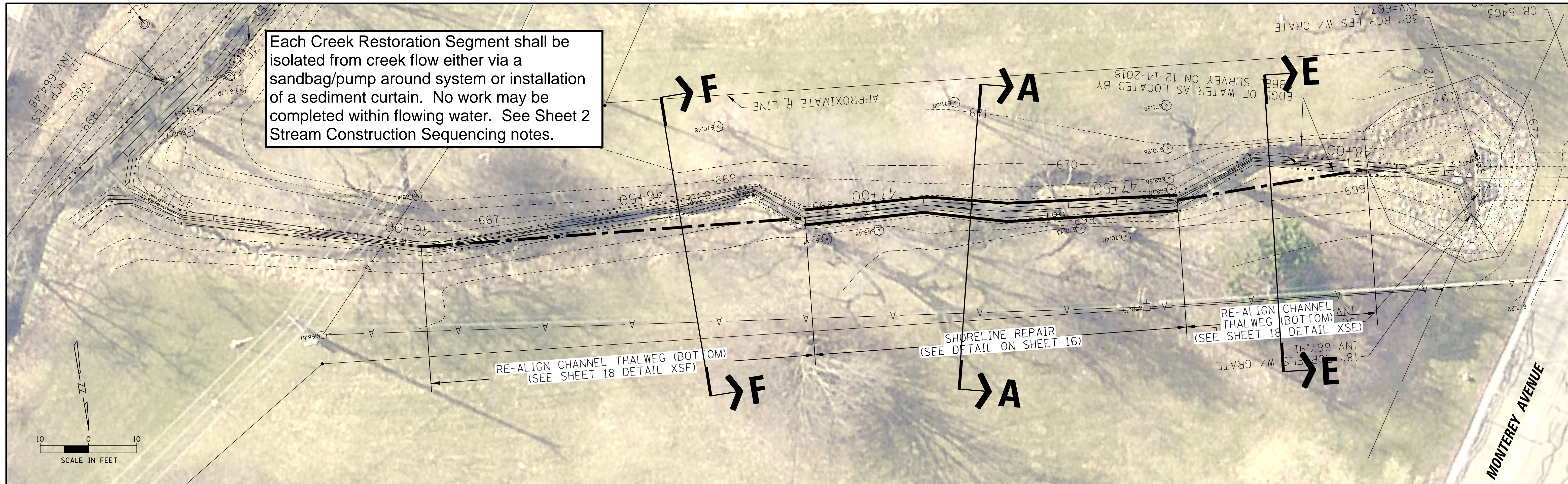
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT: **CITY OF OAKBROOK TERRACE**
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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TITLE: **SPRING ROAD TRIBUTARY
 STREAMBANK RESTORATION PLANS**

PROJ. NO. 180522
 DATE: 8/30/2021
 SHEET 13 OF 22
 DRAWING NO. **PLN5**



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 Rosemont, Illinois 60018
 (847) 823-0500

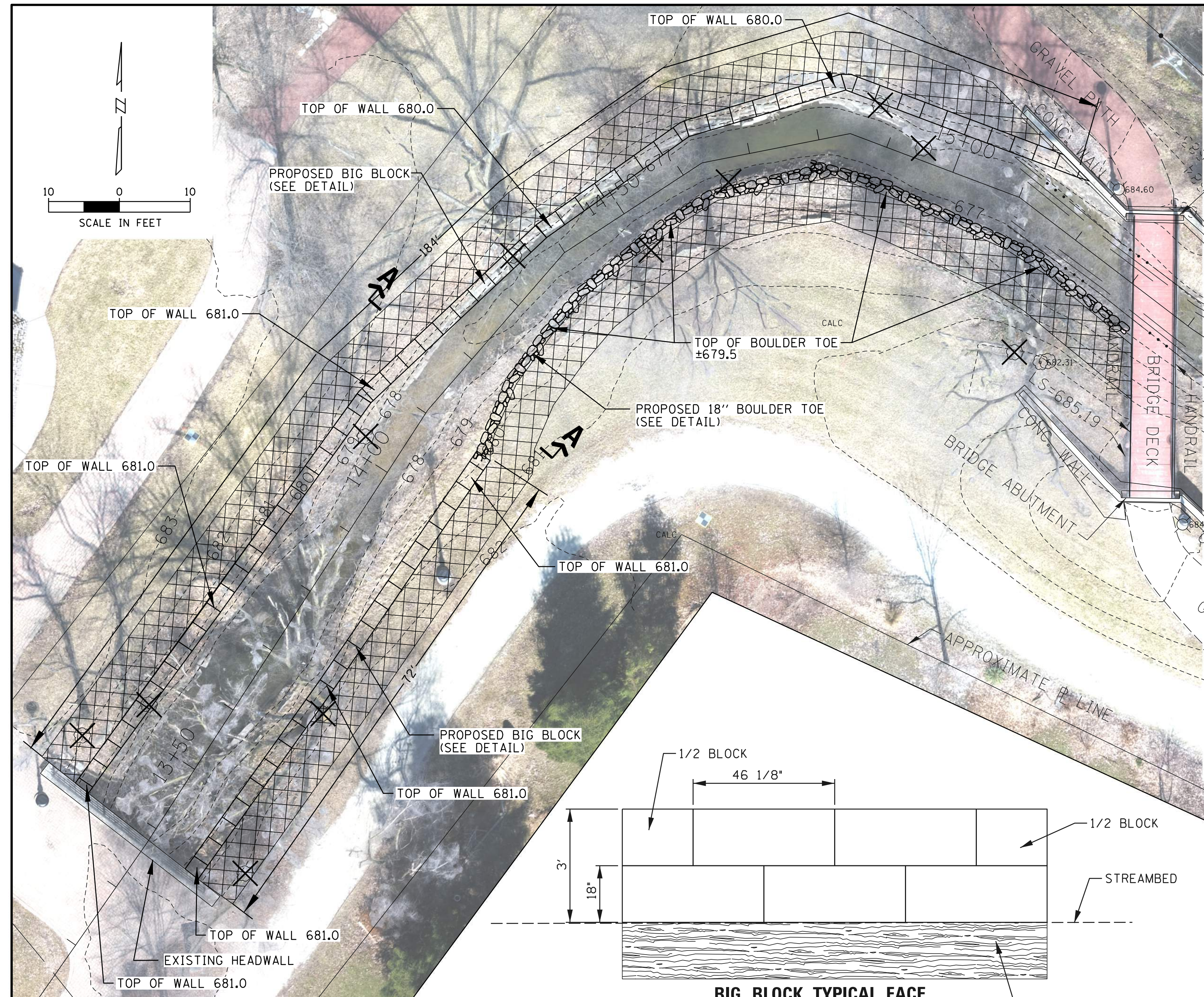
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CITY OF OAKBROOK TERRACE
 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK RESTORATION PLANS
 AND PROFILE**

PROJ. NO. 180522
 DATE: 8/30/2021
 SHEET 14 OF 22
 DRAWING NO.
PLN6

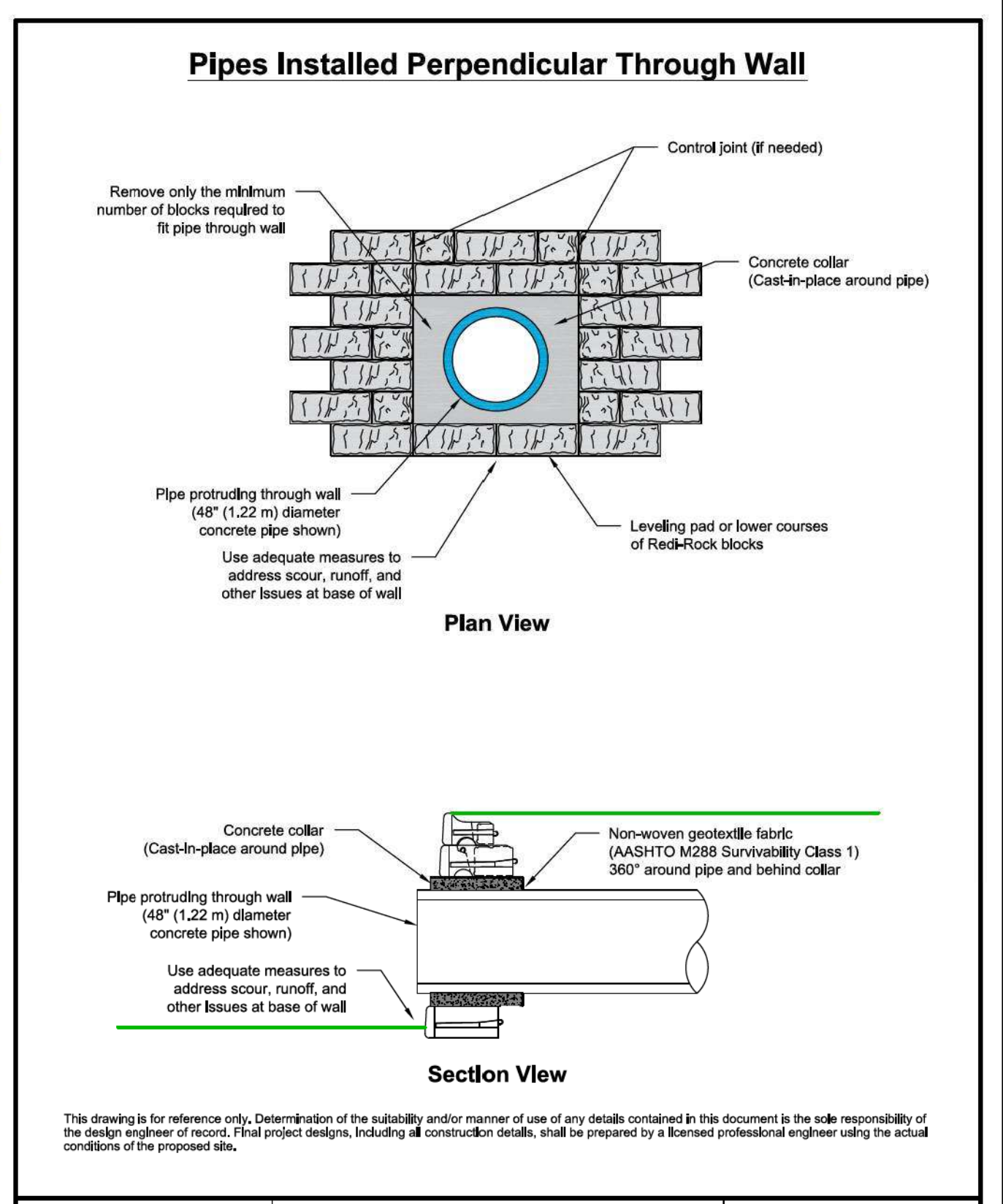


RETAINING BLOCKS Block Library

R-28T 28" (710mm) TOP			R-28HT 28" (710mm) HALF TOP		
Face Texture:	Cobble / Limestone	Ledgestone	Face Texture:	Cobble / Limestone	Ledgestone
Block Weight:	1229 lb (557 kg)	1158 lb (525 kg)	Block Weight:	573 lb (260 kg)	538 lb (244 kg)
Block Volume:	8.57 ft ³ (0.243 m ³)	8.07 ft ³ (0.229 m ³)	Block Volume:	4.01 ft ³ (0.113 m ³)	3.76 ft ³ (0.106 m ³)
Center of Gravity:	14.9" (378mm)	14.2" (362mm)	Center of Gravity:	15.3" (389 mm)	14.7" (373 mm)

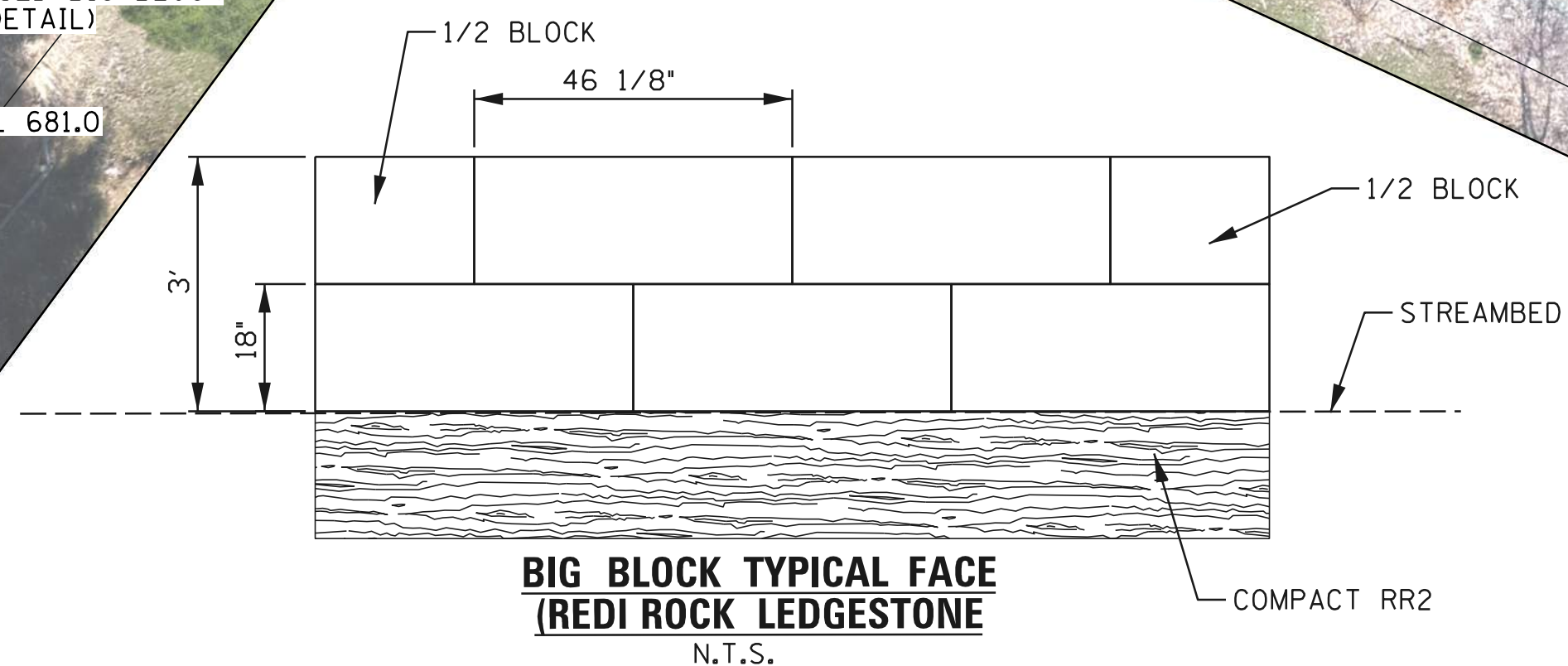
R-28M 28" (710mm) MIDDLE			R-28HM 28" (710mm) HALF MIDDLE		
Face Texture:	Cobble / Limestone	Ledgestone	Face Texture:	Cobble / Limestone	Ledgestone
Block Weight:	1613 lb (732 kg)	1542 lb (699 kg)	Block Weight:	748 lb (339 kg)	713 lb (323 kg)
Block Volume:	11.28 ft ³ (0.319 m ³)	10.78 ft ³ (0.305 m ³)	Block Volume:	5.23 ft ³ (0.148 m ³)	4.98 ft ³ (0.141 m ³)
Center of Gravity:	13.9" (354 mm)	13.4" (340 mm)	Center of Gravity:	14.3" (364 mm)	13.8" (350 mm)

R-28B 28" (710mm) BOTTOM			R-28HB 28" (710mm) HALF BOTTOM		
Face Texture:	Cobble / Limestone	Ledgestone	Face Texture:	Cobble / Limestone	Ledgestone
Block Weight:	1744 lb (791 kg)	1672 lb (758 kg)	Block Weight:	809 lb (367 kg)	774 lb (351 kg)
Block Volume:	12.19 ft ³ (0.345 m ³)	11.70 ft ³ (0.331 m ³)	Block Volume:	5.66 ft ³ (0.160 m ³)	5.41 ft ³ (0.153 m ³)
Center of Gravity:	14.0" (355 mm)	13.5" (343 mm)	Center of Gravity:	14.3" (364 mm)	13.8" (352 mm)

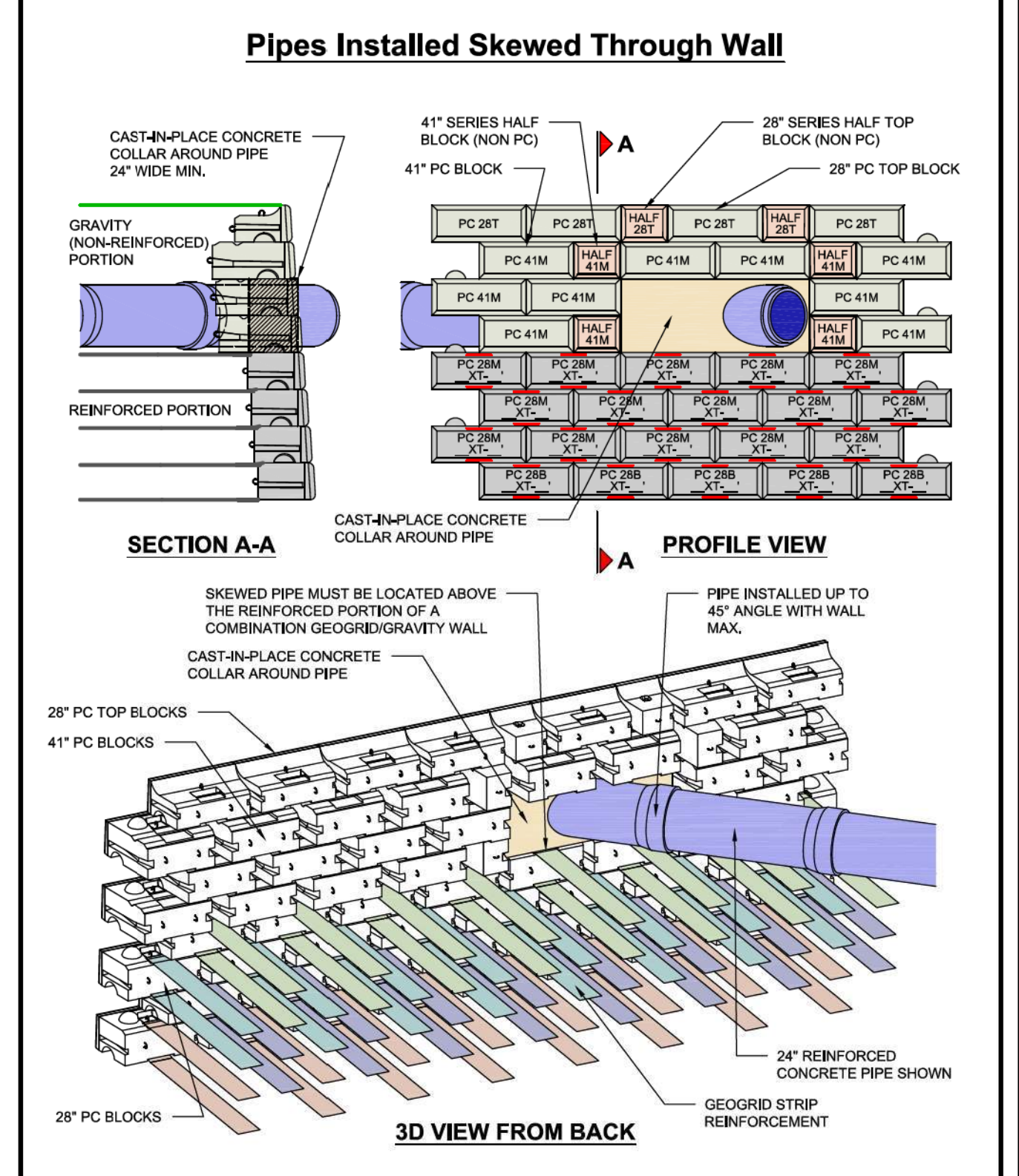
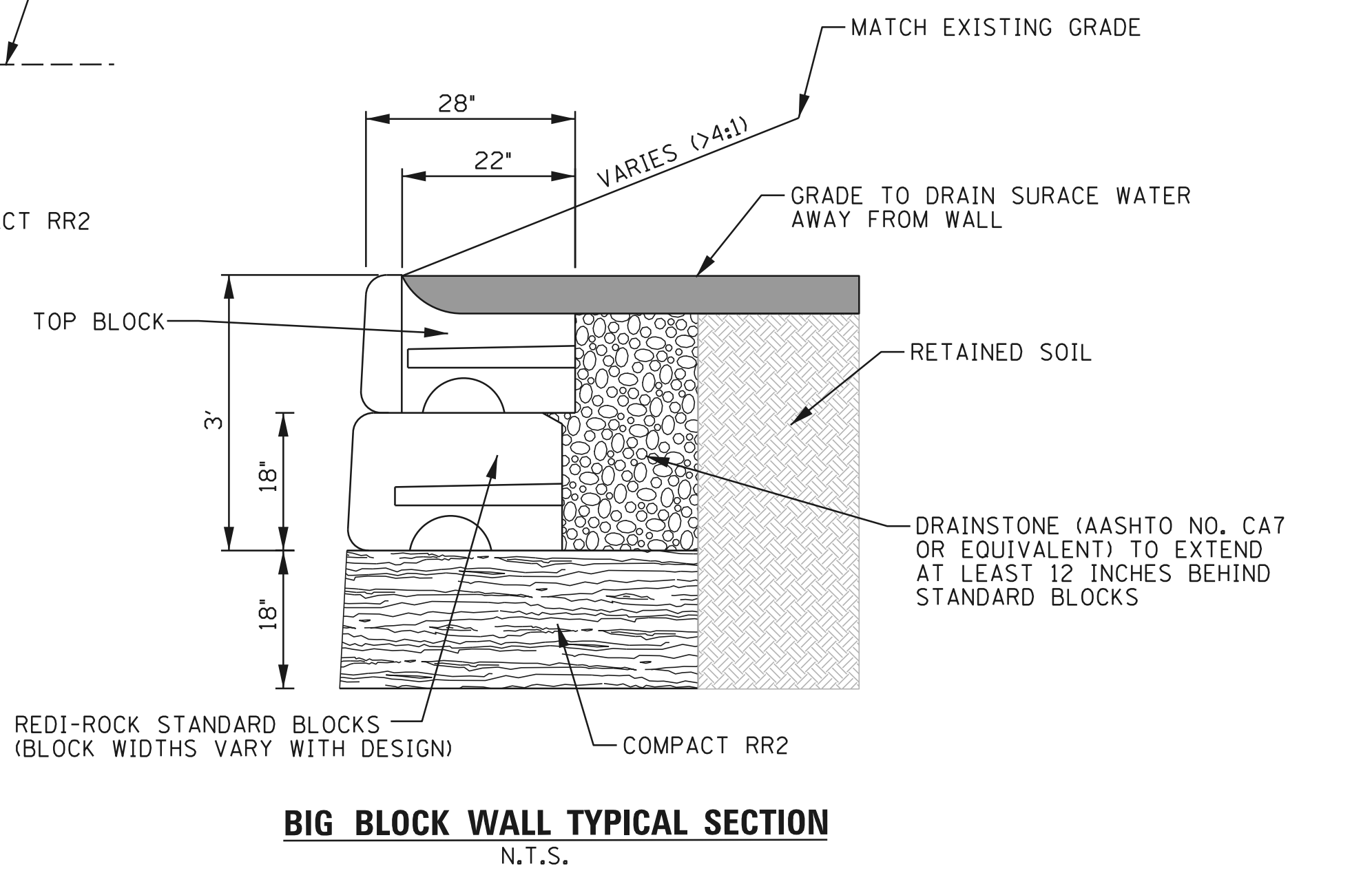


DRAWN BY:	JRJ	TITLE:	Pipes Installed Perpendicular Through Wall	RED-ROCK 05481 US 31 SOUTH, CHARLEVOIX, MI 49720 (866) 222-6000 ext 3010 • engineer@red-rock.com www.red-rock.com
APPROVED BY:	JRJ	DATE:	06-22-2015	
SHEET:	1 of 1	FILE:	1 Pipe Installed Perpendicular Through Wall 062215.dwg	

- ### LEGEND
- SHORELINE REPAIR WITH COIR LOG
 - TUCK STONE
 - DUMPED RIPRAP
 - CULVERT RIPRAP PROTECTION
 - FABRIC WRAP SHORELINE REPAIR
 - CHANNEL STONE BED
 - NATIVE SEEDING PER NATIVE MIX NOTES
 - PROPOSED BIG BLOCKS
 - PROPOSED BOULDER TOE
 - CROSS-SECTION LOCATION
 - FEQ CROSS-SECTION



CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF PROPOSED BIG BLOCK WALL FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.



DRAWN BY:	JRJ	TITLE:	Pipes Installed Skewed Through Wall	RED-ROCK 05481 US 31 SOUTH, CHARLEVOIX, MI 49720 (866) 222-6000 ext 3010 • engineer@red-rock.com www.red-rock.com
APPROVED BY:	JRJ	DATE:	06-22-2015	
SHEET:	1 of 1	FILE:	2 Pipes Installed Skewed Through Wall 062215.dwg	

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Rosemont, Illinois 60018
(847) 823-0500

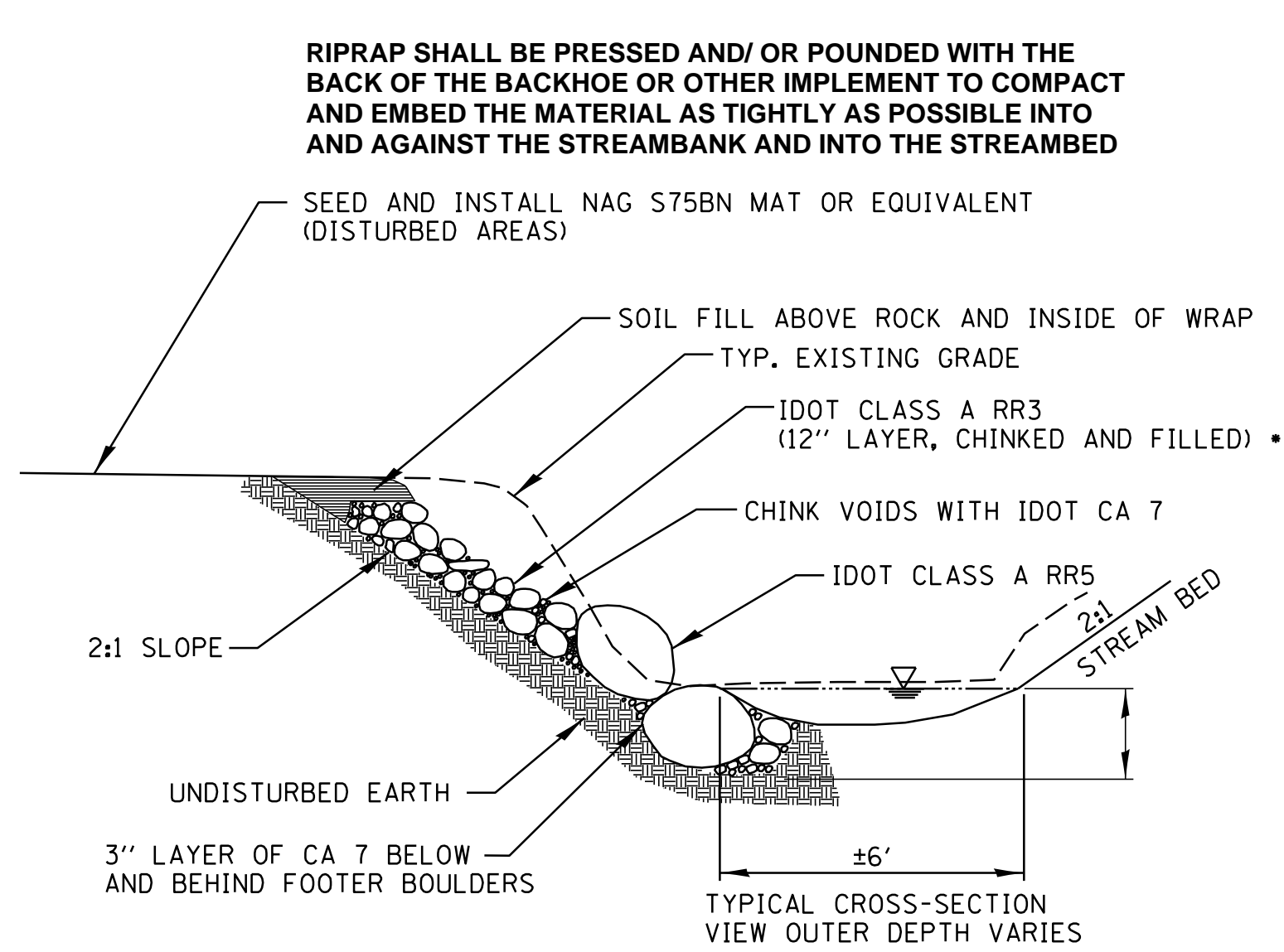
CLIENT:

CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE IL. 60181

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
FILE NAME	N:\OAKBROOK TERRACE\180522\Env\Plan Set\15_180522_PLN-07.dgn			

TITLE:
**SPRING ROAD TRIBUTARY
STREAMBANK RESTORATION PLANS**

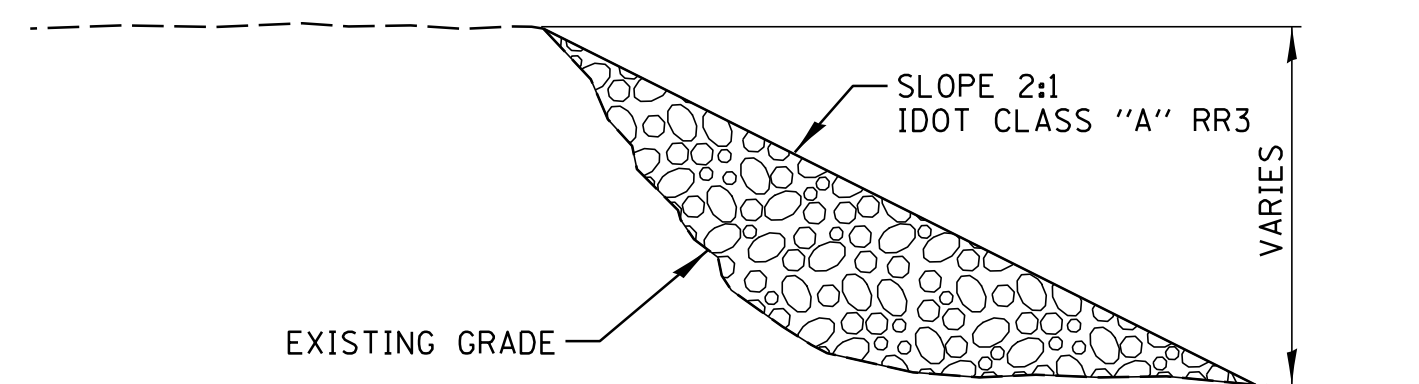
PROJ. NO. 180522
DATE: 8/19/2021
SHEET 15 OF 22
DRAWING NO.
PLN7



LOCATION OF TREATMENT SHOWN ON SHEET 15

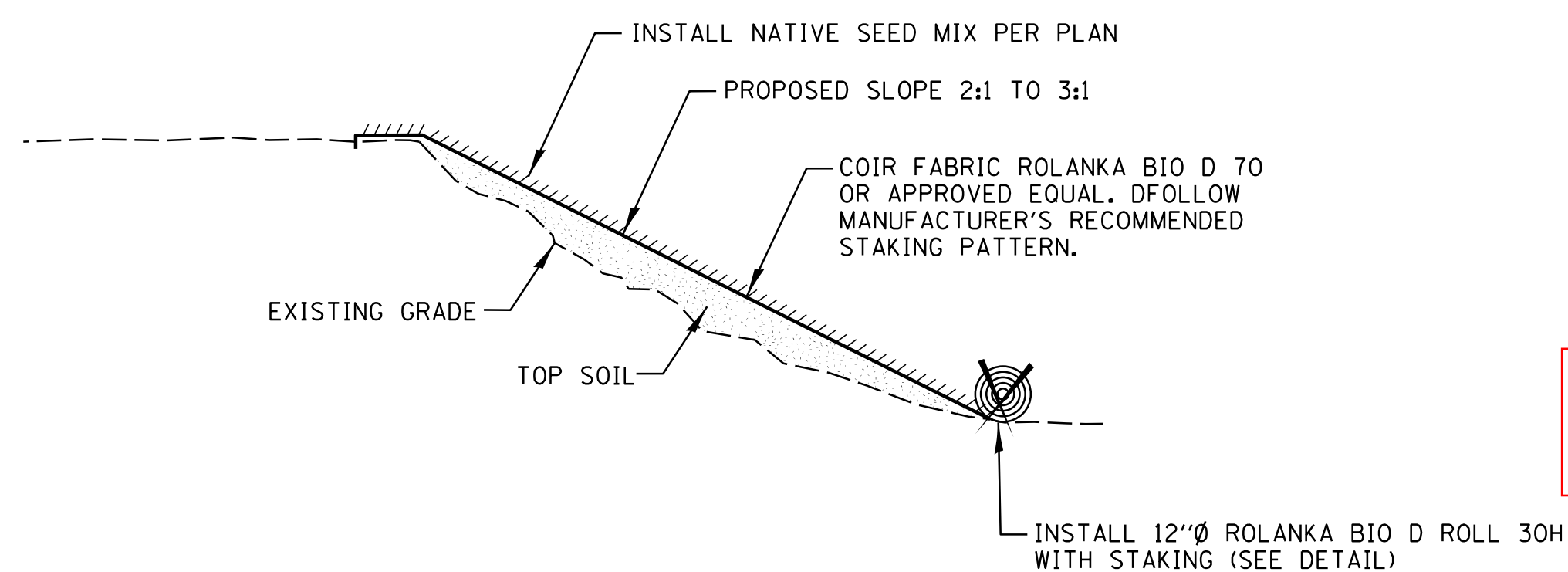
TYPICAL SECTION ARMORED-BOULDER TOE

• THE CONTRACTOR SHALL PROVIDE A SAMPLE OF THE 3"-6" COBBLES FOR APPROVAL BY THE VILLAGE PRIOR TO PLACING THE MATERIAL ORDER



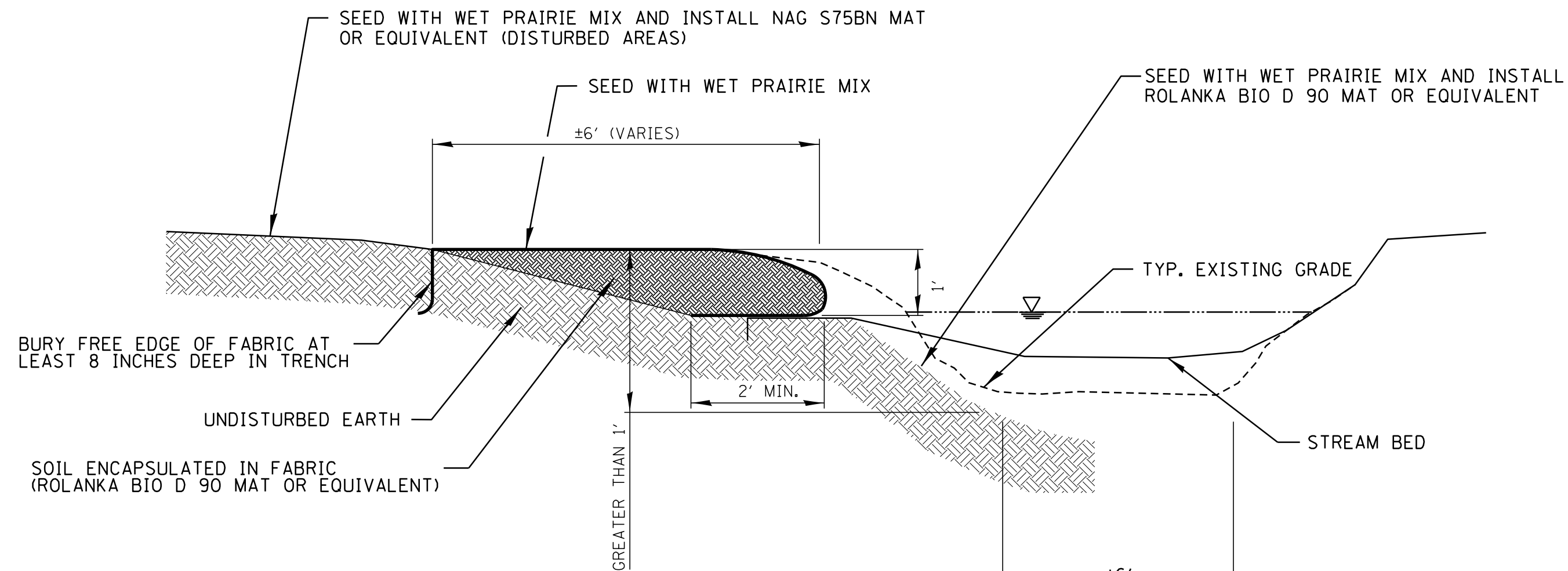
DUMPED RIPRAP DETAIL

RIPRAP SHALL BE PRESSED AND/OR POUNDED WITH THE BACK OF THE BACKHOE OR OTHER IMPLEMENT TO COMPACT AND EMBED THE MATERIAL AS TIGHTLY AS POSSIBLE INTO AND AGAINST THE STREAMBANK AND INTO THE STREAMBED



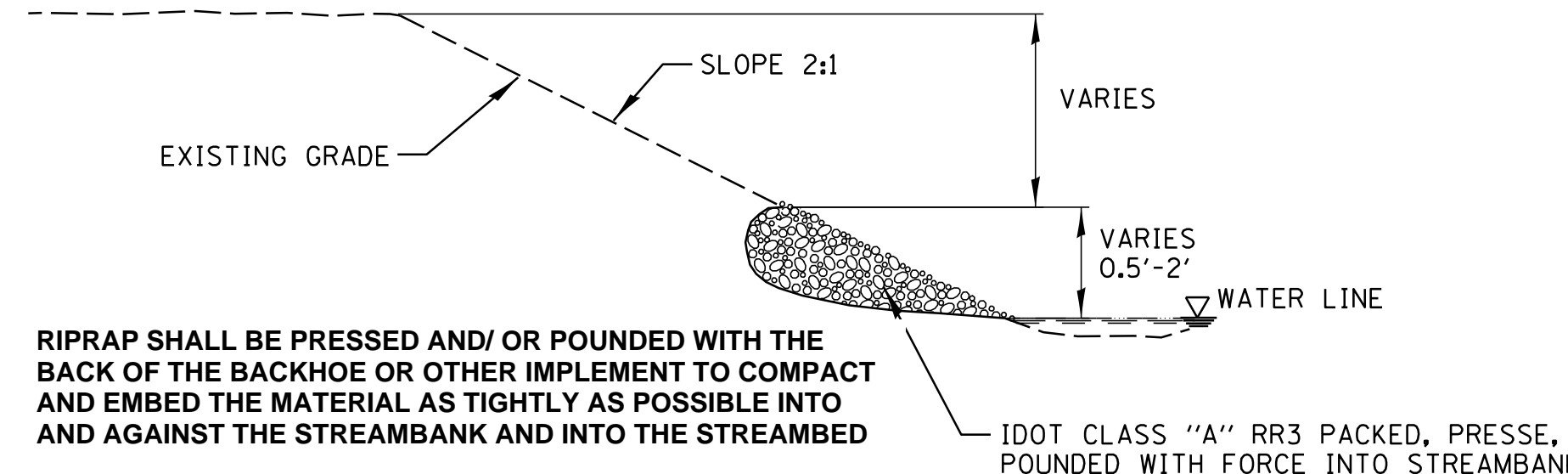
SHORELINE REPAIR WITH AND WITHOUT COIR LOG

REPAIR OF THE EMBANKMENT IS THE SAME FOR BOTH TREATMENTS. LOCATIONS FOR INSTALLATION OF THE COIR LOG ARE SHOWN ON THE ENGINEERING PLANS BY A BOLD LINE



TYPICAL SECTION

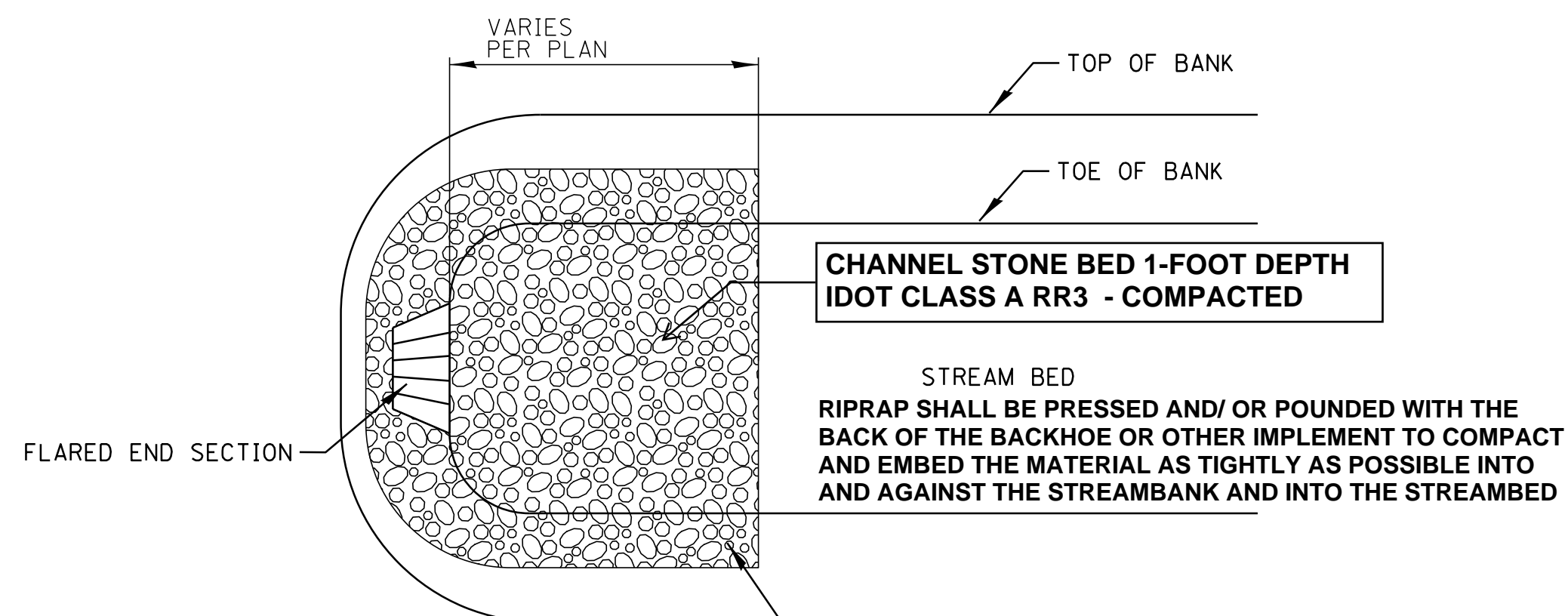
FABRIC WRAP SHORELINE REPAIR
SEE SHEET 12 FOR TREATMENT LOCATION



TUCKED STONE DETAIL

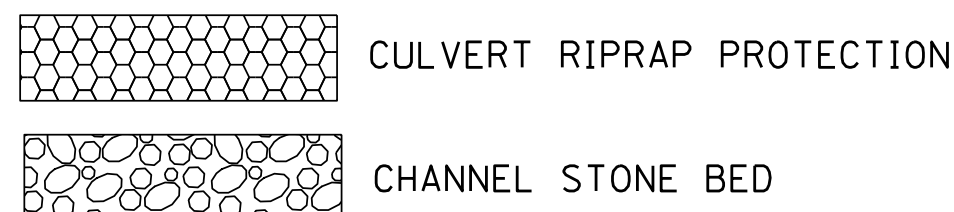
All native seed mixes shall be installed with a granular form of endomycorrhizal inoculant at the rate specified per acre by the manufacturer.

Buffer/Mesic Prairie		NWL to Limits of Seeding
Botanical Name	Common Name	lbs/acre
Andropogon gerardii	Big Bluestem	4
Bromus ciliatus	Fringed Brome	1
Bromus pubescens	Woodland Brome	1
Bouteloua curtipendula	Side Oats Grama	2
Elymus canadensis	Canada Wild Rye	3
Elymus histrix	Bottle Brush Grass	1
Elymus riparius	Riverbank Wild Rye	1
Elymus virginicus	Virginia Wild Rye	3
Glyceria striata	Fowl Manna Grass	1
Panicum virgatum	Switch Grass	1.5
Poa palustris	Fowl Bluegrass	1
Schizachyrium scoparium	Little Bluestem	3
Sorghastrum nutans	Indian Grass	3
	Total	25.5
Temporary Cover		
Avena sativa	Common Oat	90



PLAN VIEW

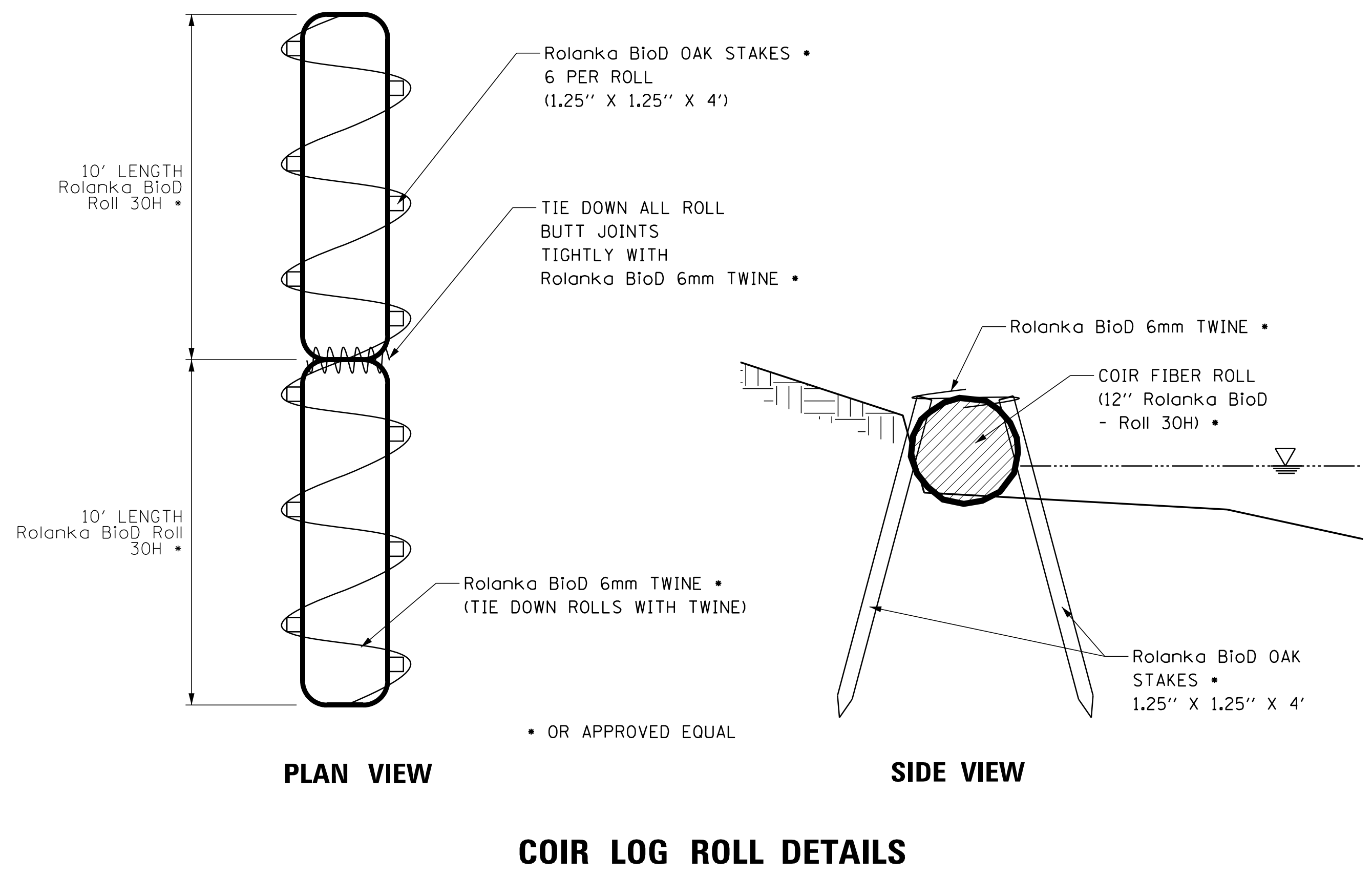
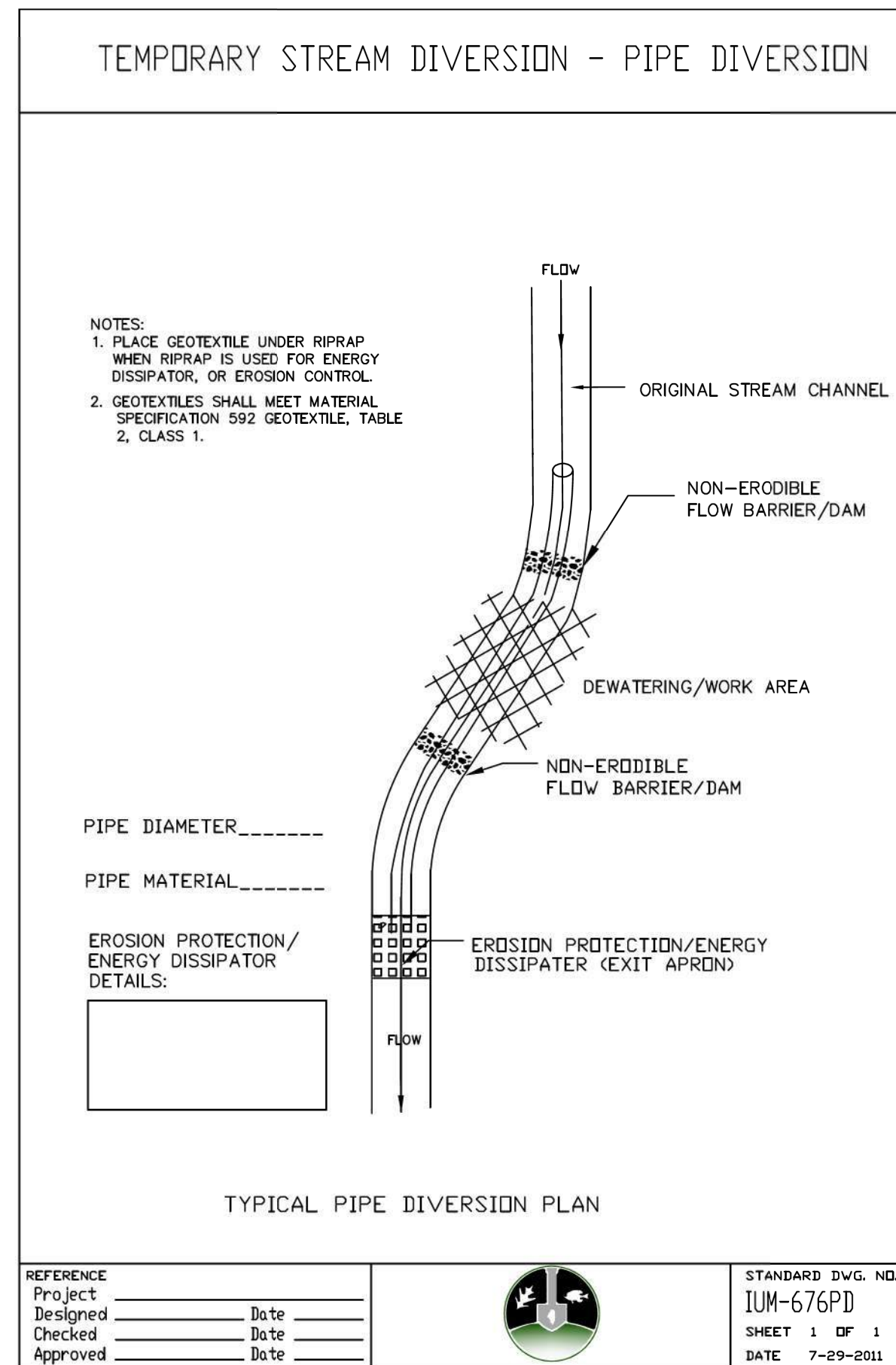
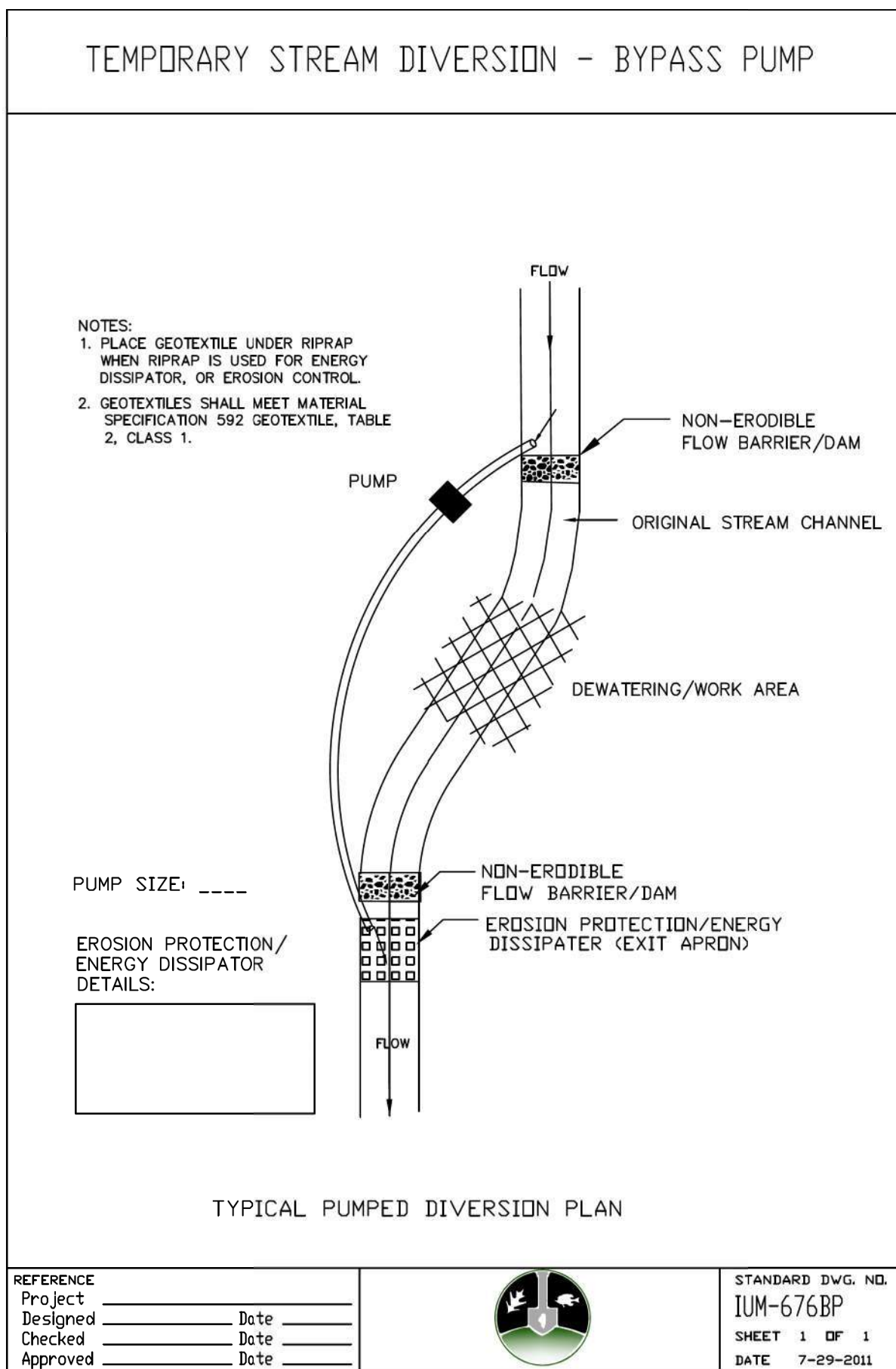
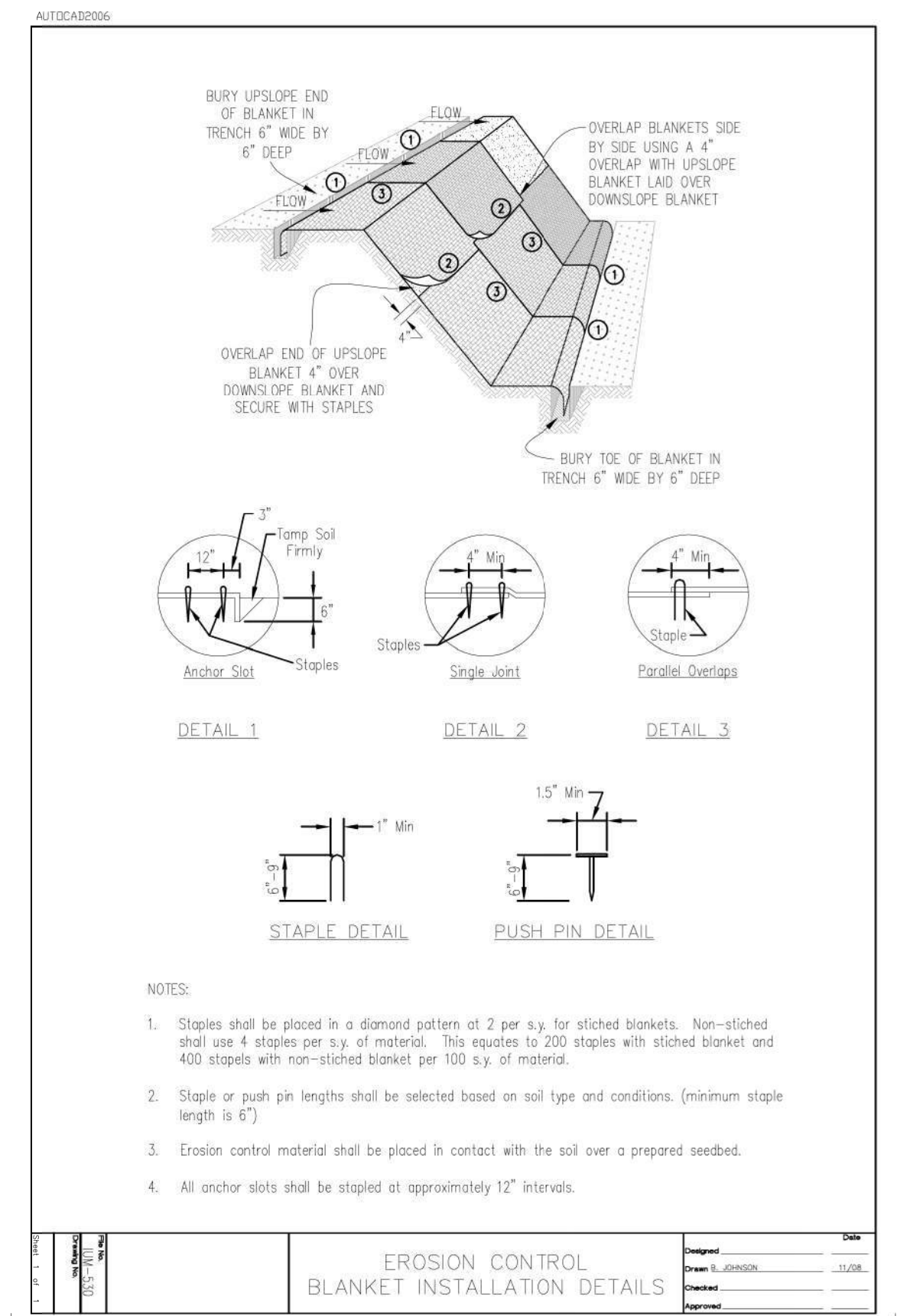
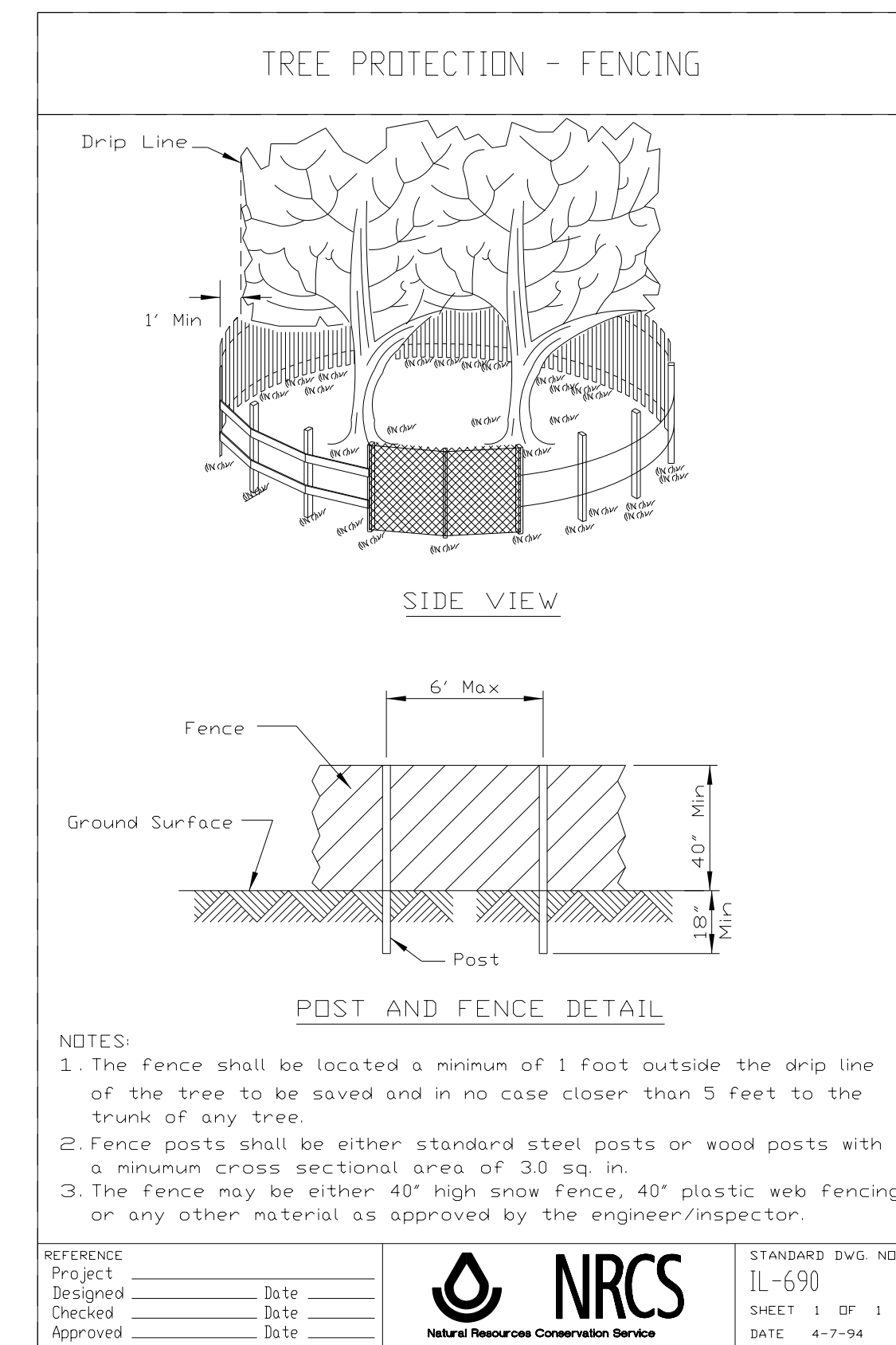
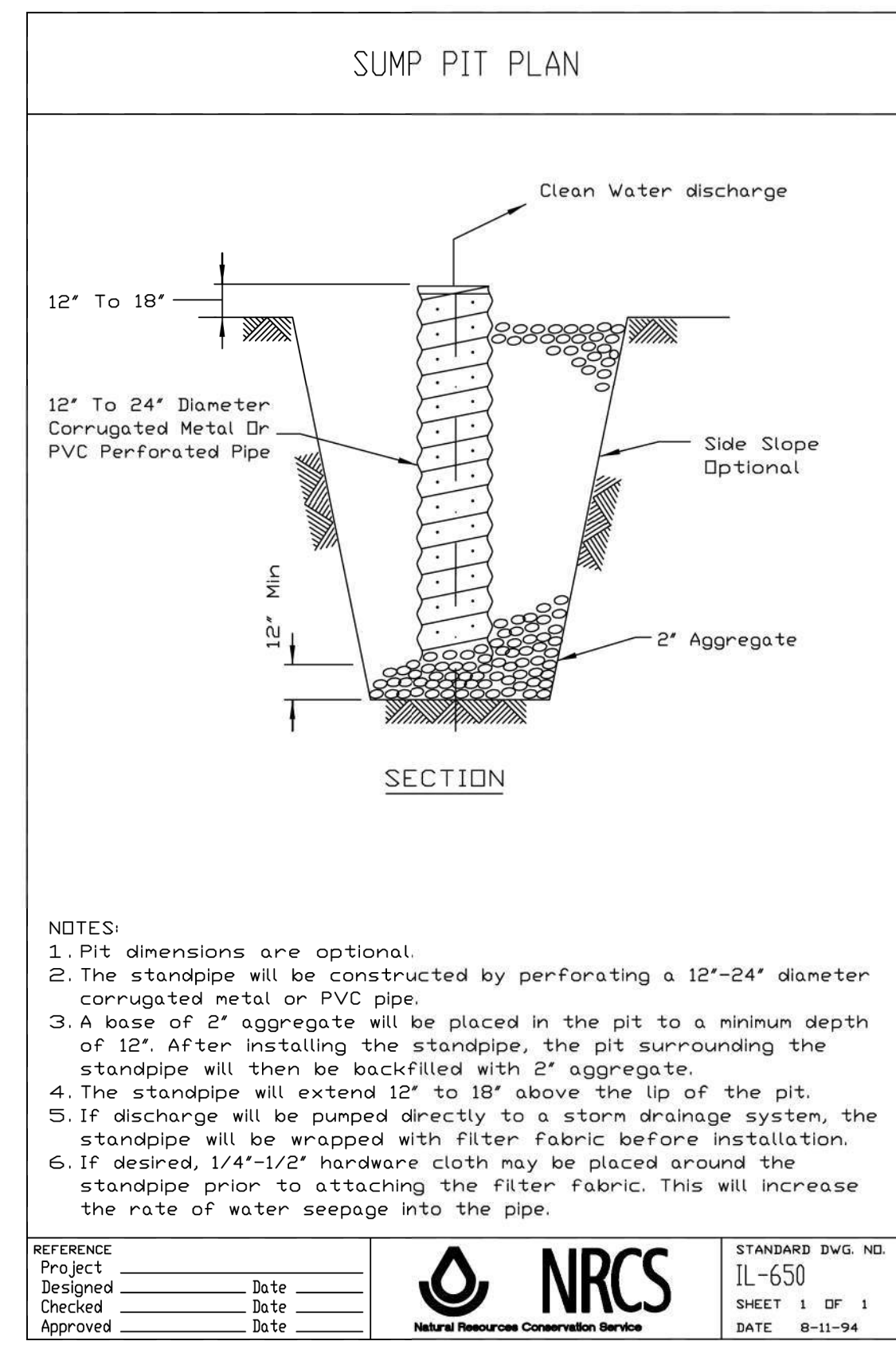
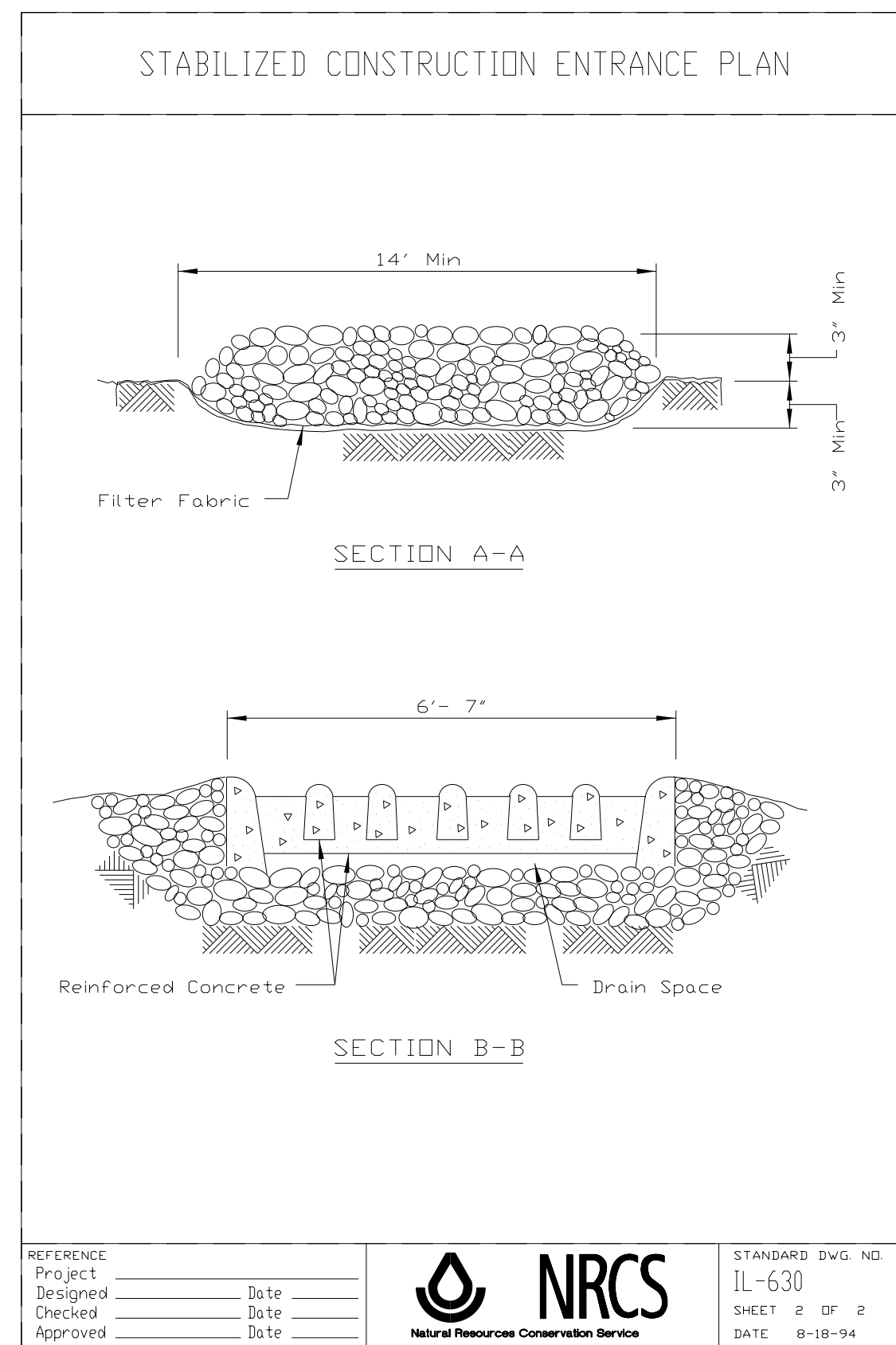
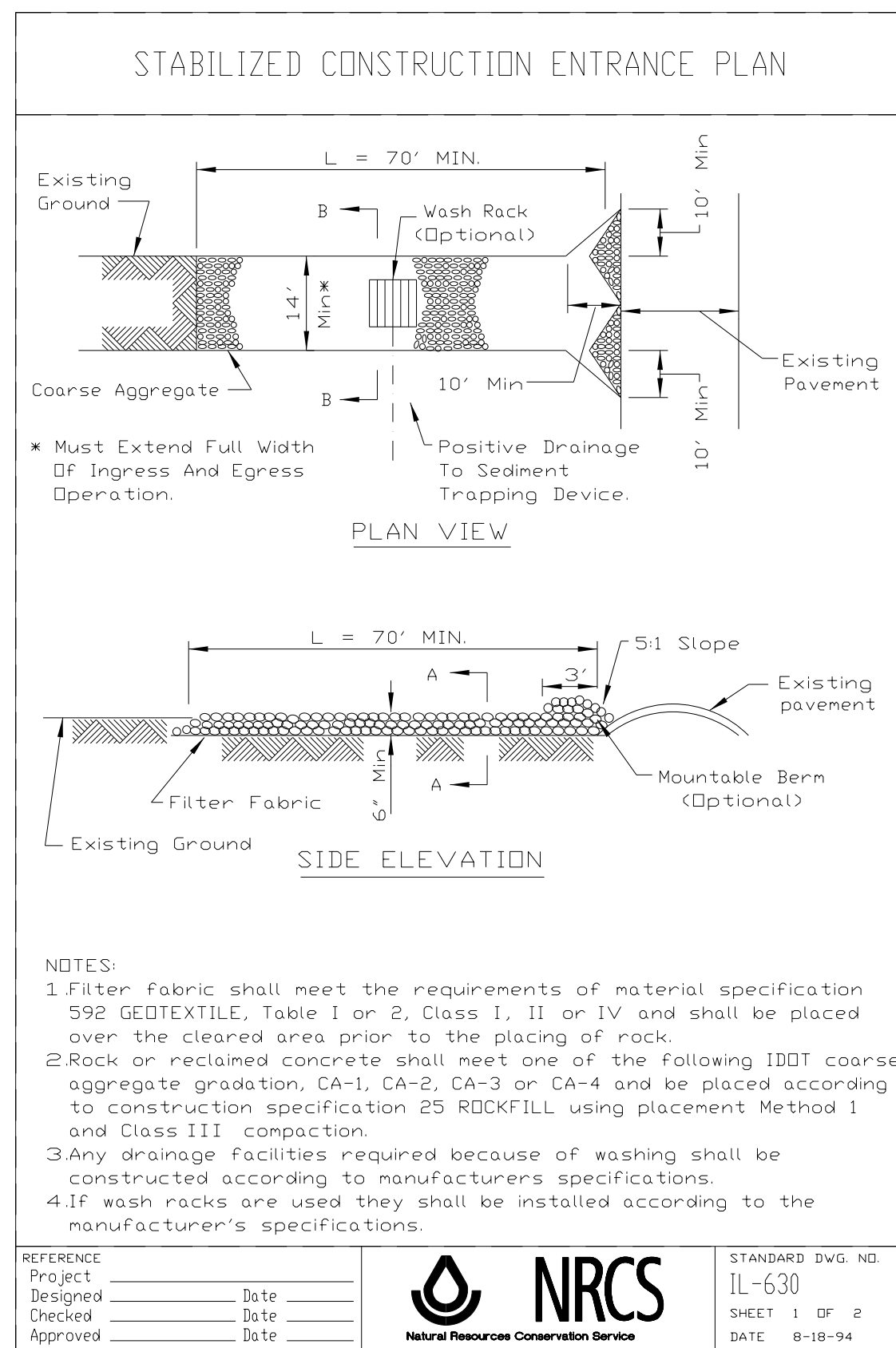
SIDE VIEW



Native Tree List		
Scientific Name	Common Name	Size
Carya ovata	Shagbark Hickory	2"
Juglans nigra	Black Walnut	2"
Plantanus occidentalis	Sycamore	2"
Populus tremuloides	Quaking Aspen	2"
Quercus alba	White Oak	2"
Quercus coccinea	Hill's Oak	2"
Quercus macrocarpa	Bur Oak	2"
Quercus rubra	Red Oak	2"

For Lawns-IDOT Class 1B-Low Maintenance Lawn Mix shall be installed

Wet Prairie		NWL to 2' above NWL
Botanical Name	Common Name	lbs/acre
Carex lurida	Bottlebrush Sedge	0.3
Carex vulpinoidea	Brown Fox Sedge	0.6
Elymus histrix	Bottle Brush Grass	1
Elymus riparius	Riverbank Wild Rye	1
Elymus virginicus	Virginia Wild Rye	3
Glyceria striata	Fowl Manna Grass	1
Juncus effusus	Common Rush	0.3
Juncus torreyi	Torrey's Rush	0.3
Leersia oryzoides	Rice Cut Grass	3
Panicum virgatum	Switch Grass	3
Poa palustris	Fowl Bluegrass	1.5
Puccinellia pallida	Pale Manna Grass	0.5
Scirpus atrovirens	Dark Green Rush	0.6
Scirpus cyperinus	Wool Grass	0.6
Scirpus fluviatilis	River Bulrush	0.2
Scirpus validus	Great Bulrush	0.6
Zizania aquatica	Wild Rice	0.5
	Total	18
Temporary Cover		
Avena sativa	Common Oat	90



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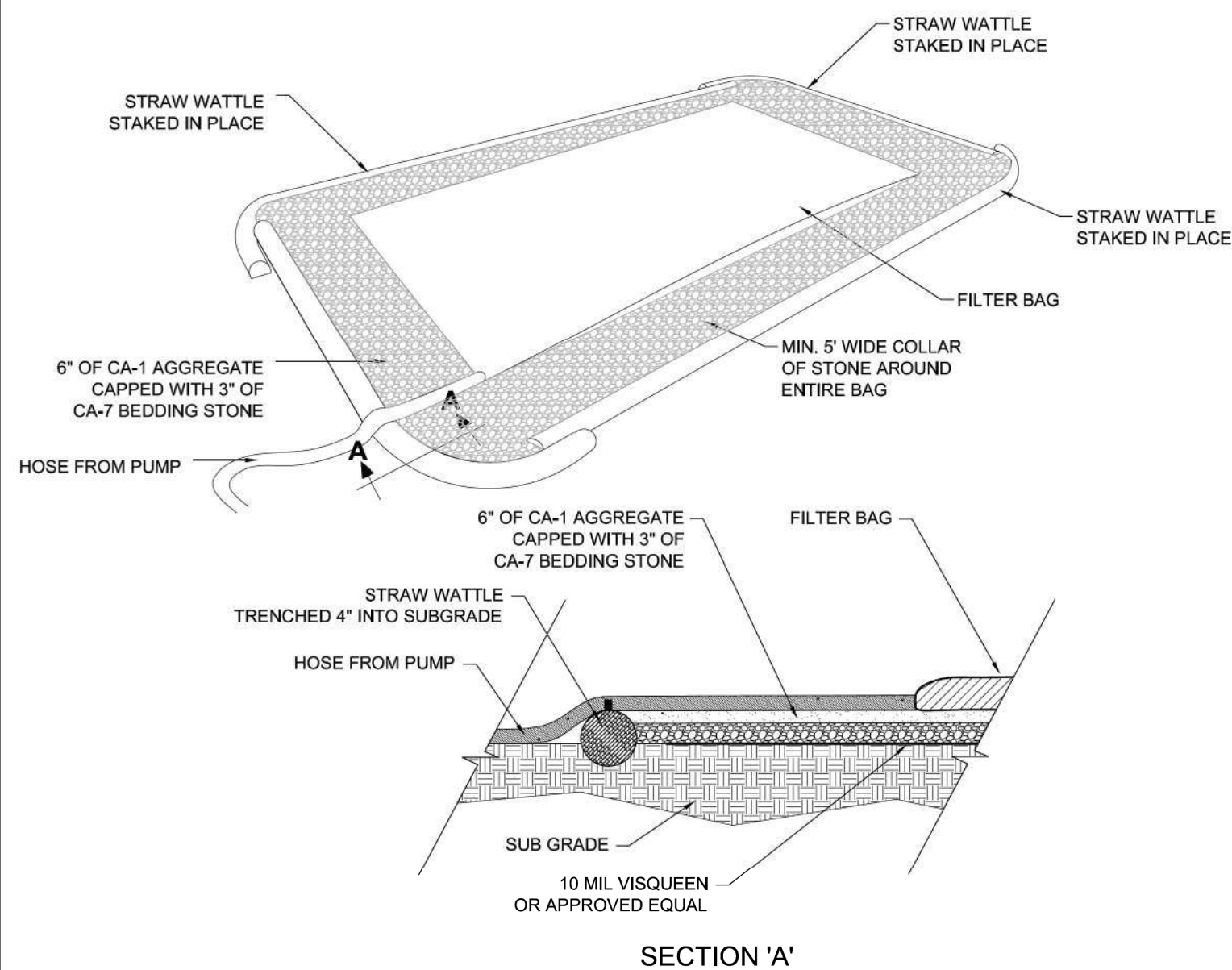
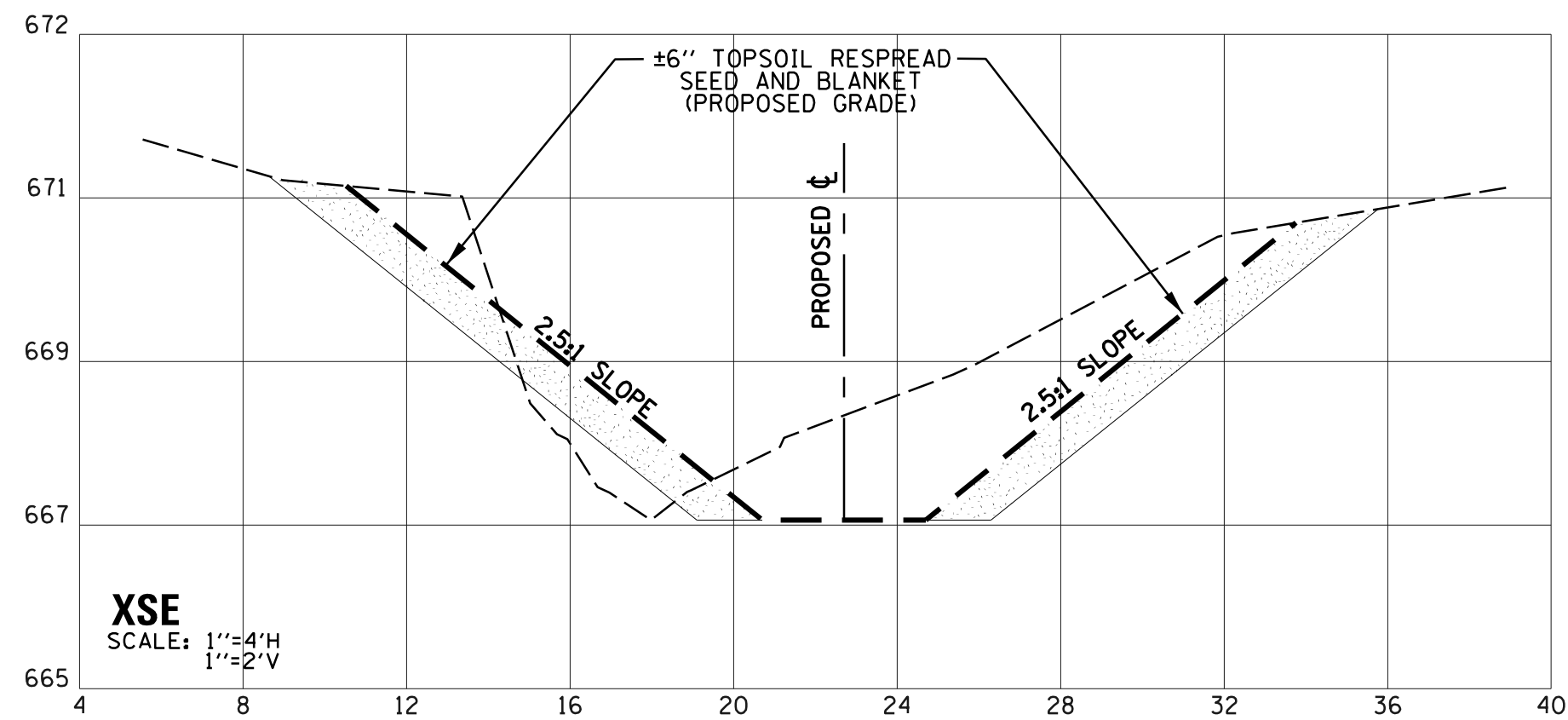
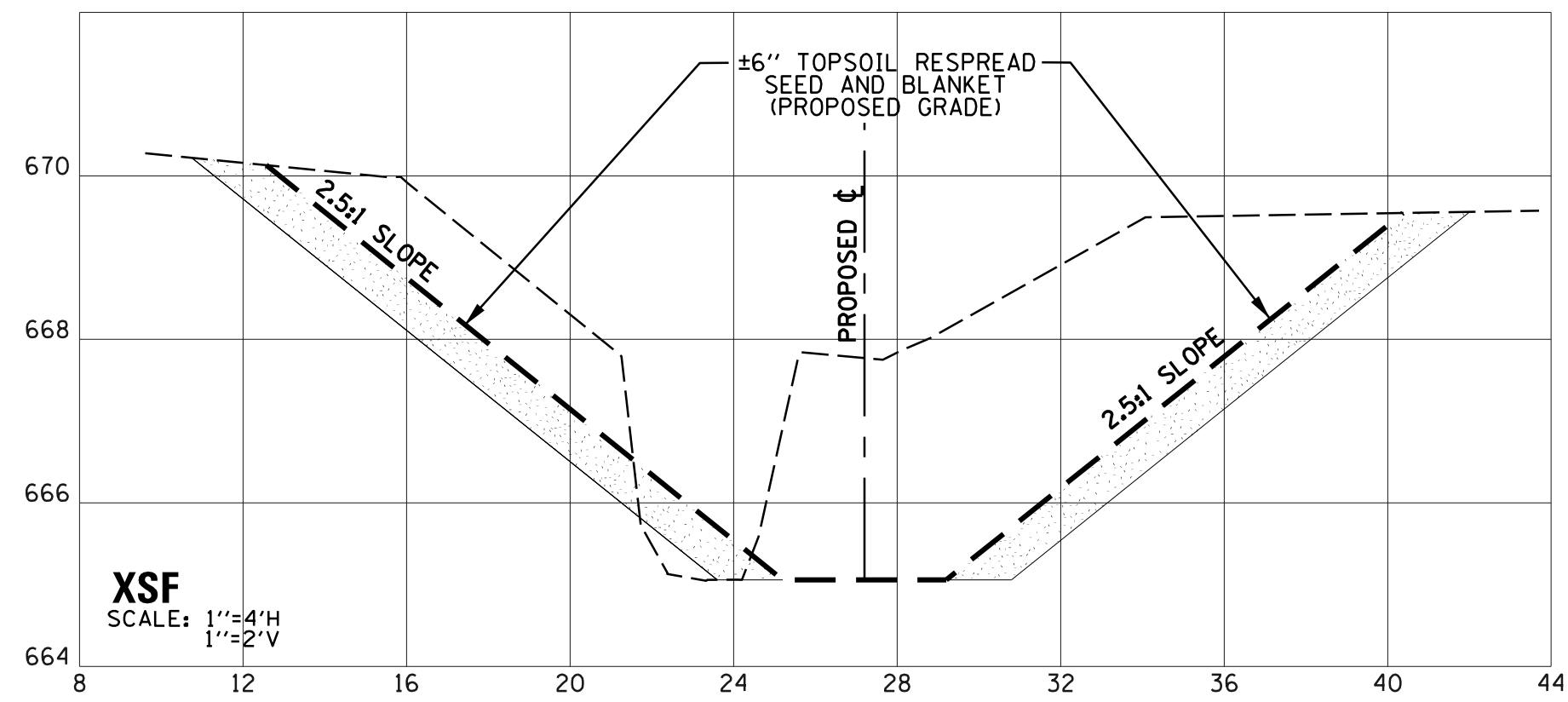
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 17W275 BUTTERFIELD ROAD
 OAKBROOK TERRACE IL. 60181

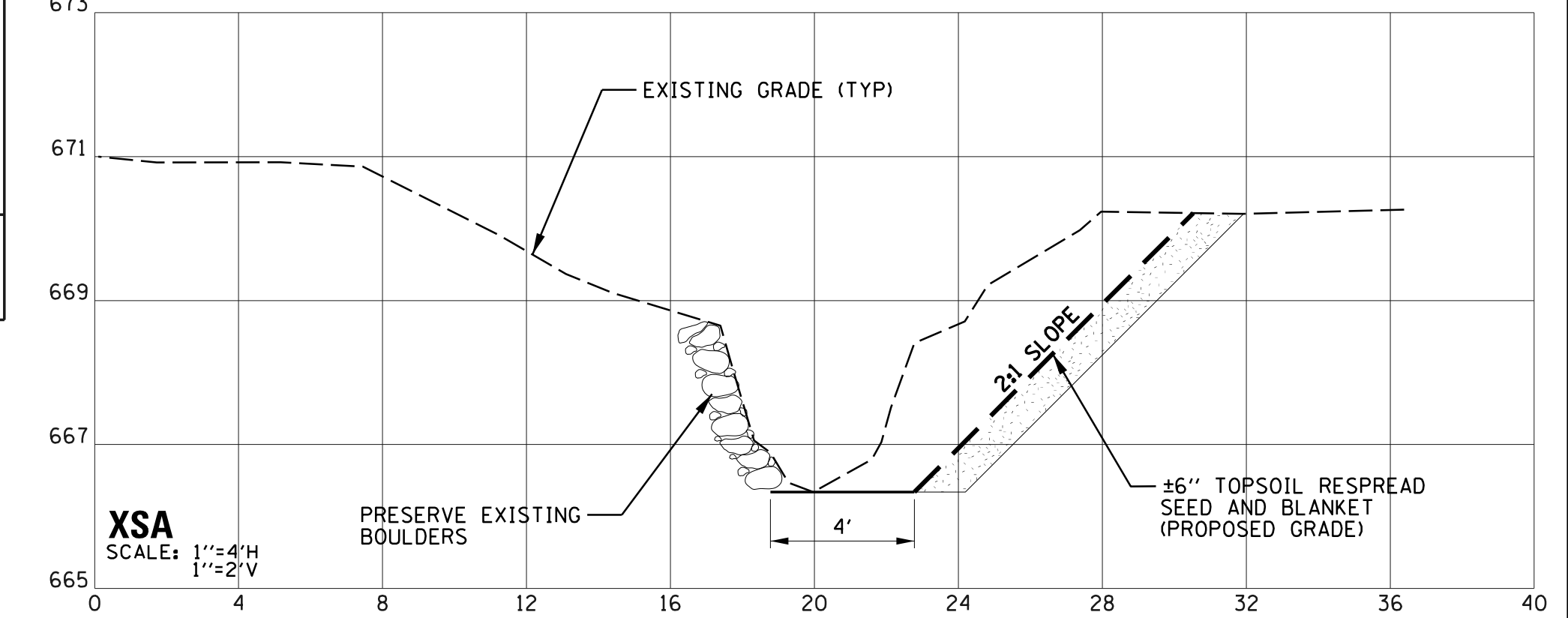
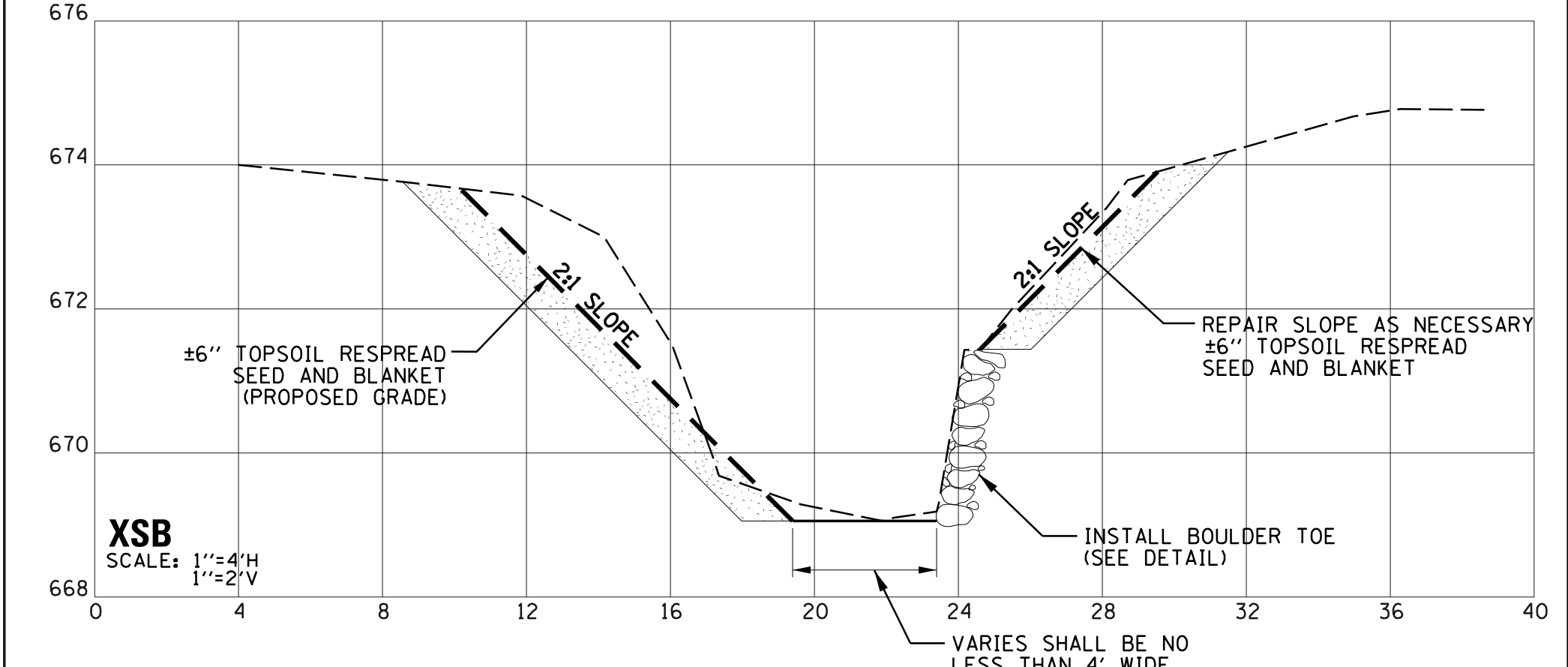
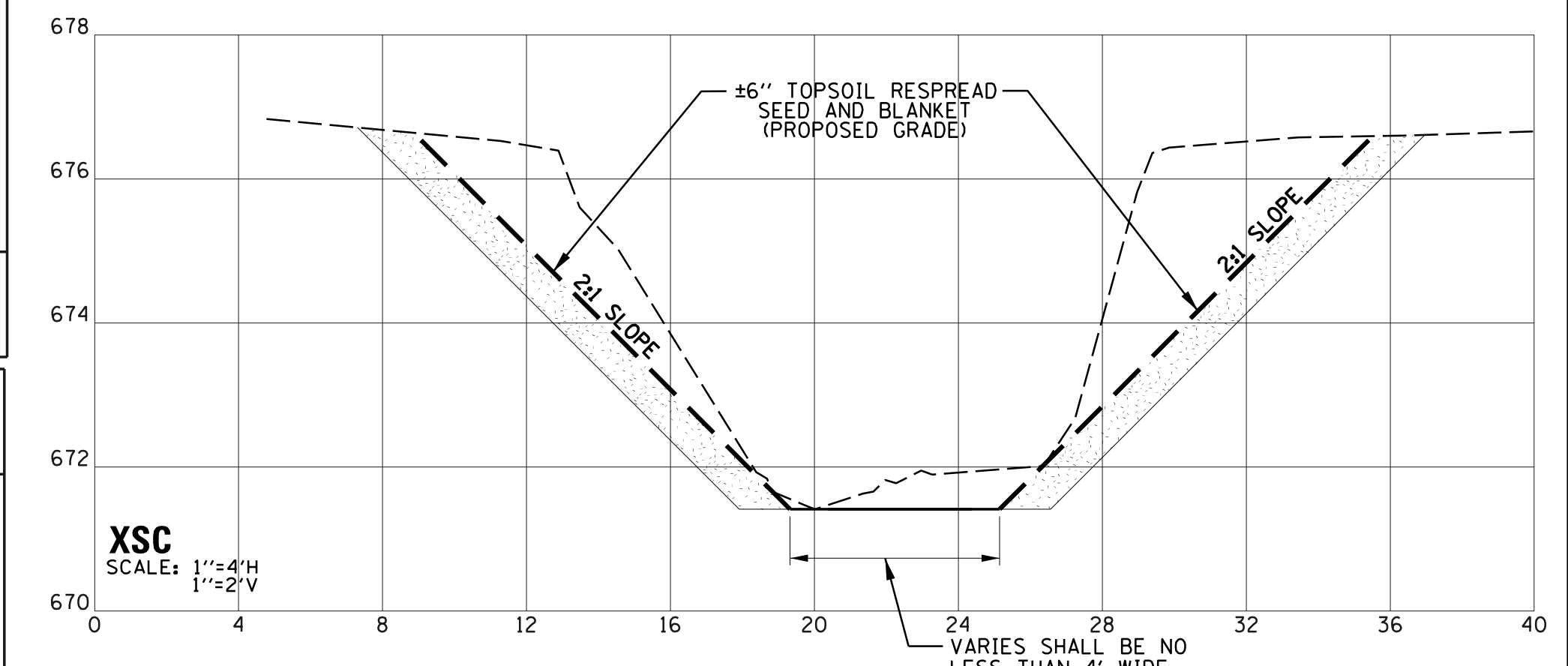
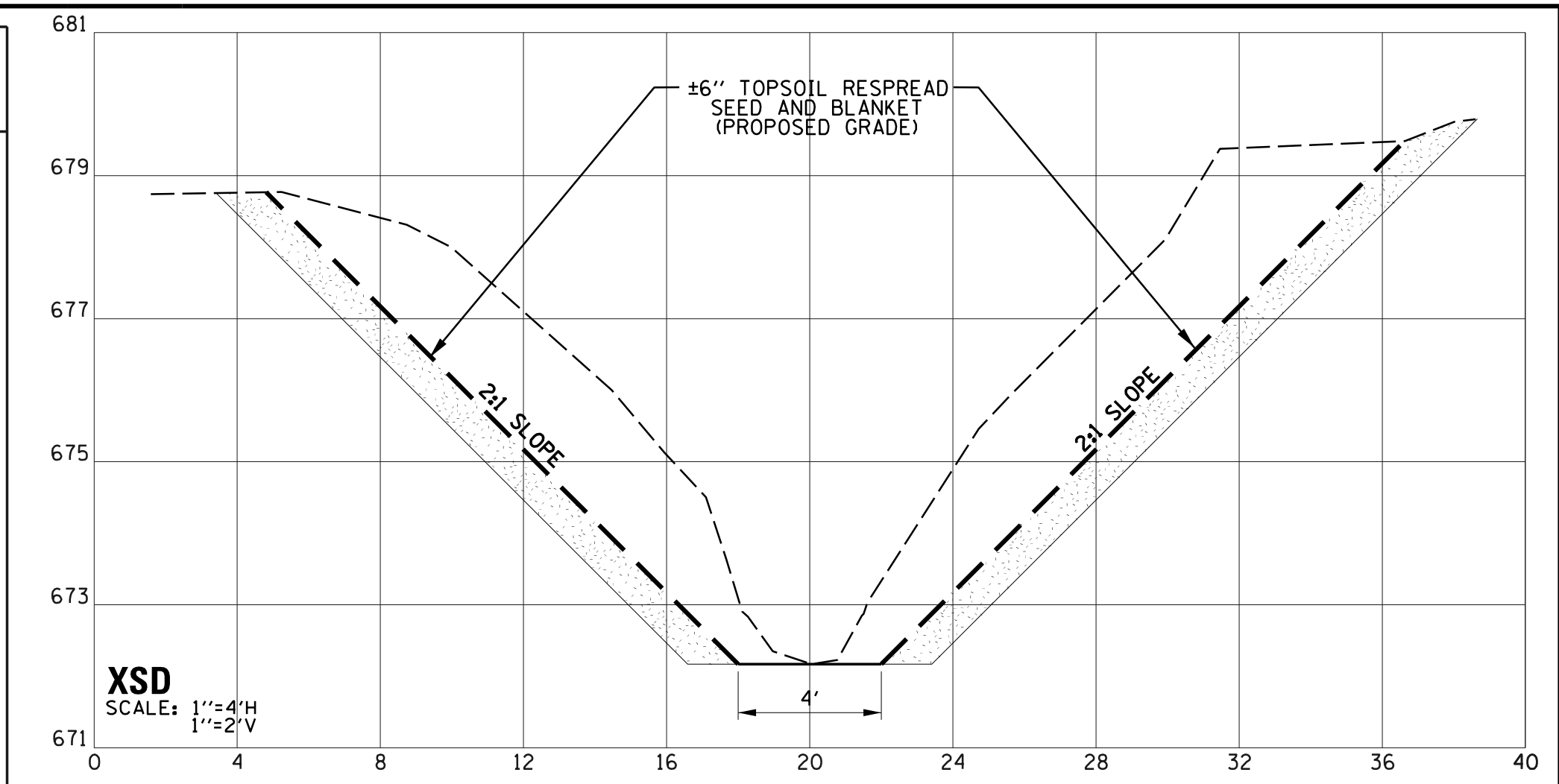
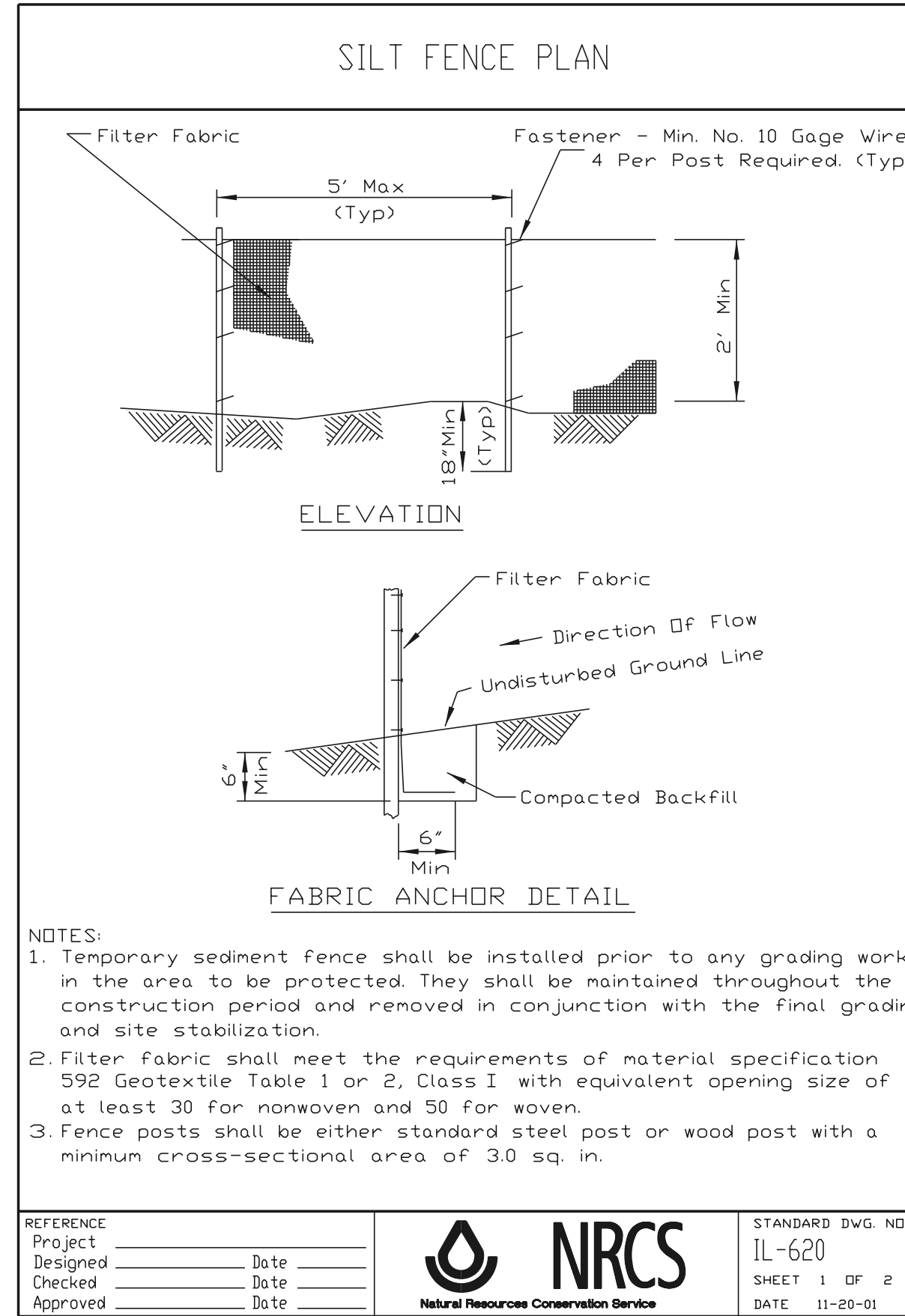
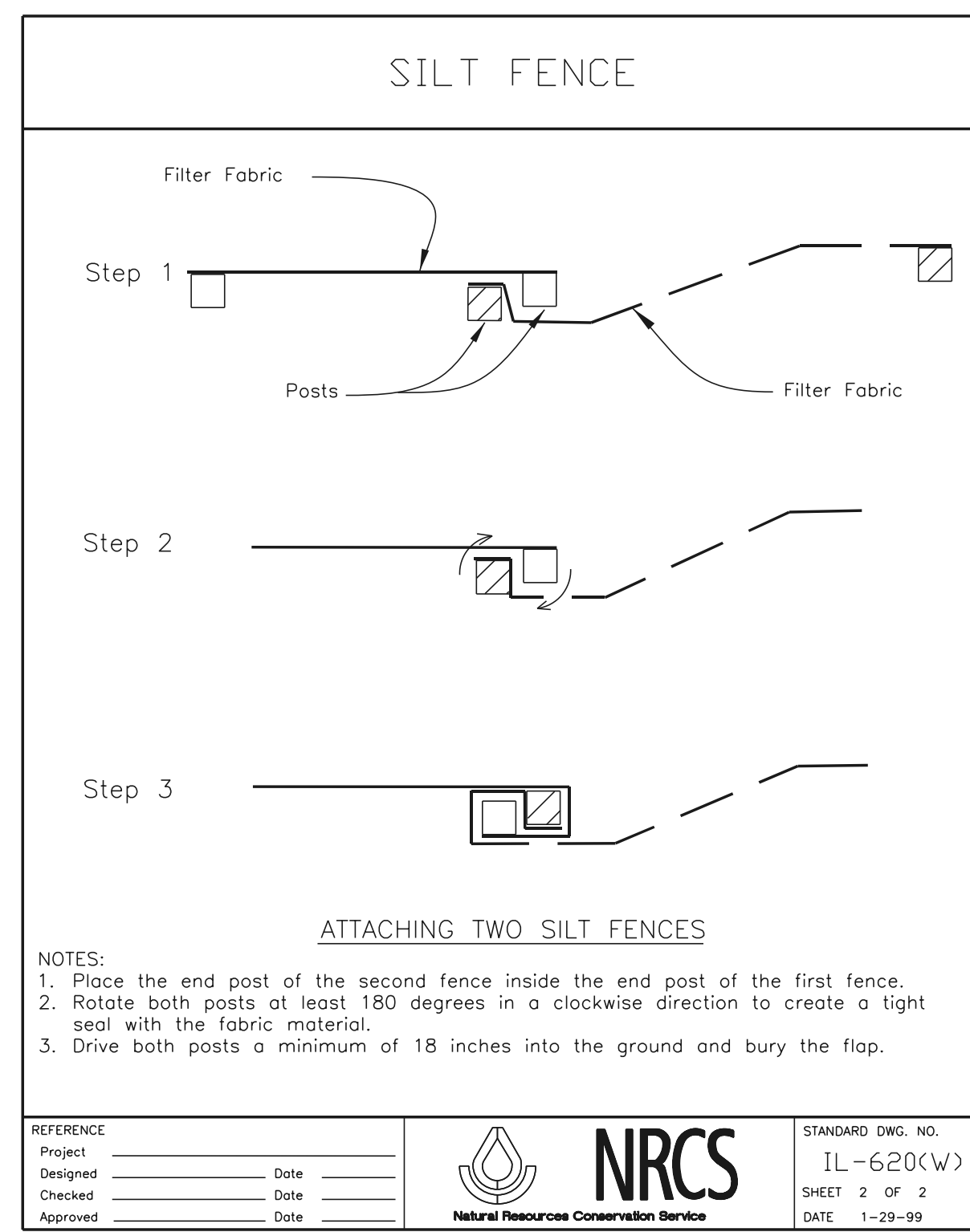
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TITLE:
**SPRING ROAD TRIBUTARY
 STREAMBANK RESTORATION PLANS
 CONSTRUCTION AND SESC DETAILS**

PROJ. NO. 180522
 DATE: 1/19/2021
 SHEET 17 OF 22
 DRAWING NO.
DET-2



NOTES:
(1) ACTUAL SIZE AND LAYOUT DETERMINED IN THE FIELD
(2) PUMP INTAKE HEAD SHOULD BE FLOATED AT SURFACE OR PLACED IN A STABILIZED SUMP PIT



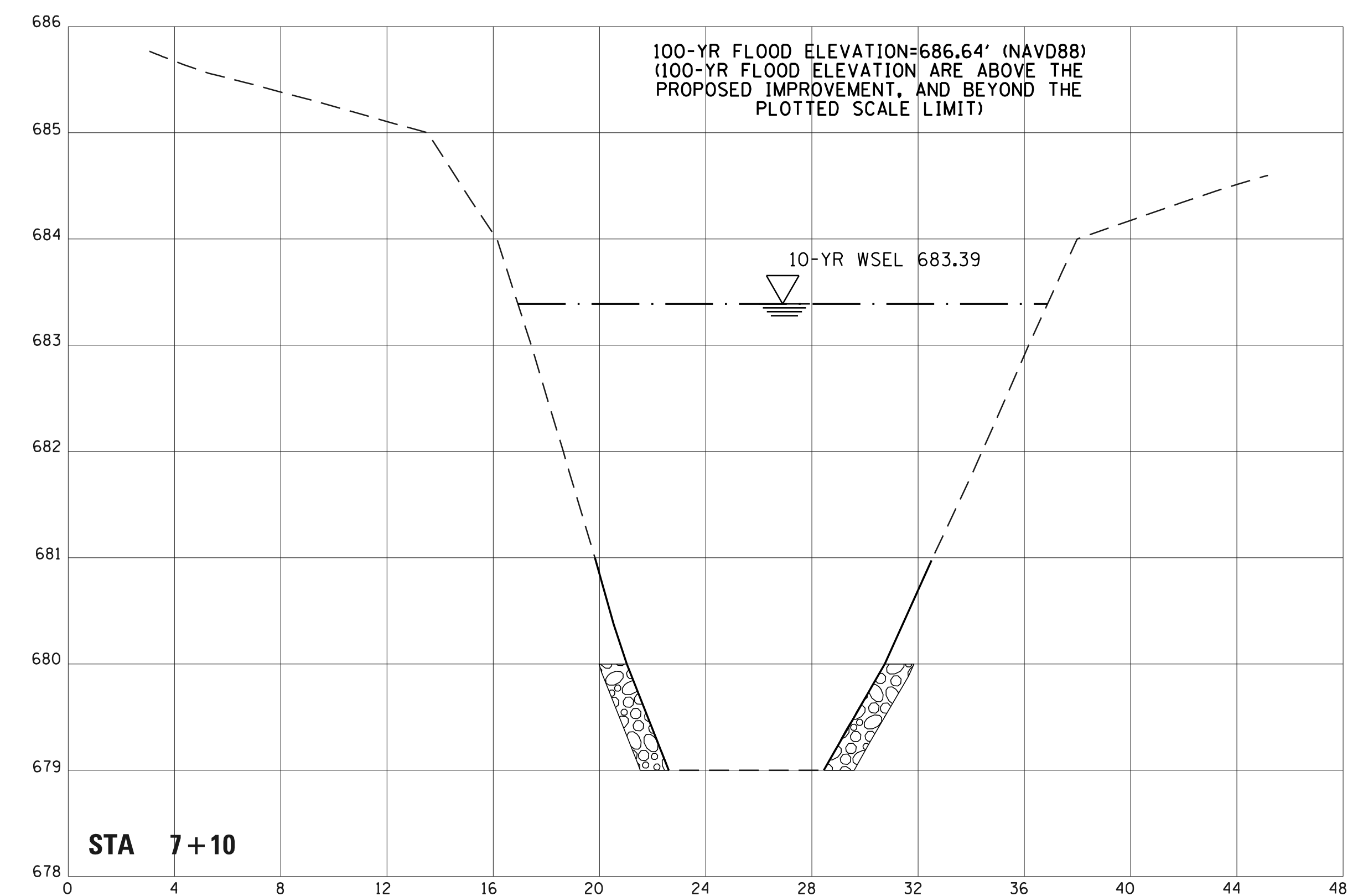
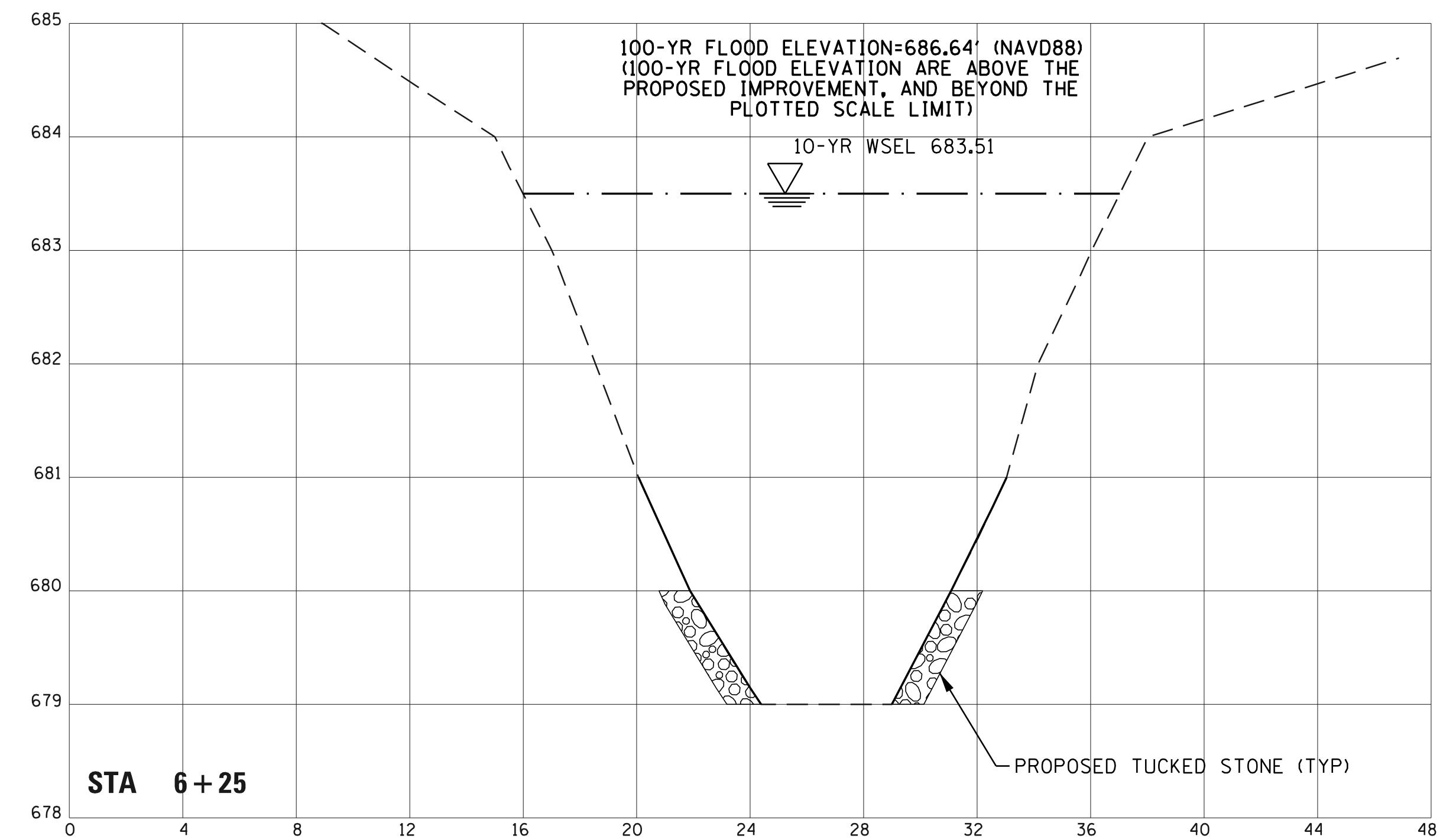
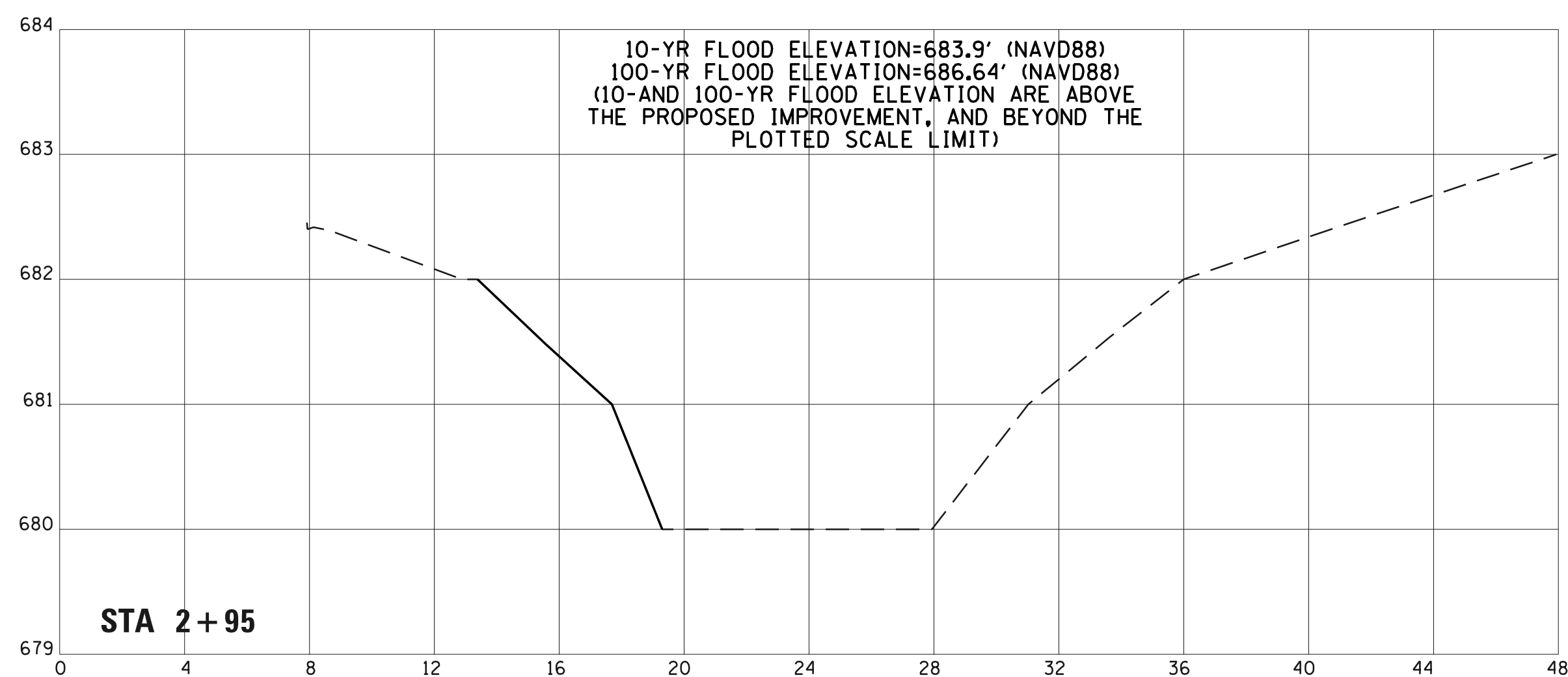
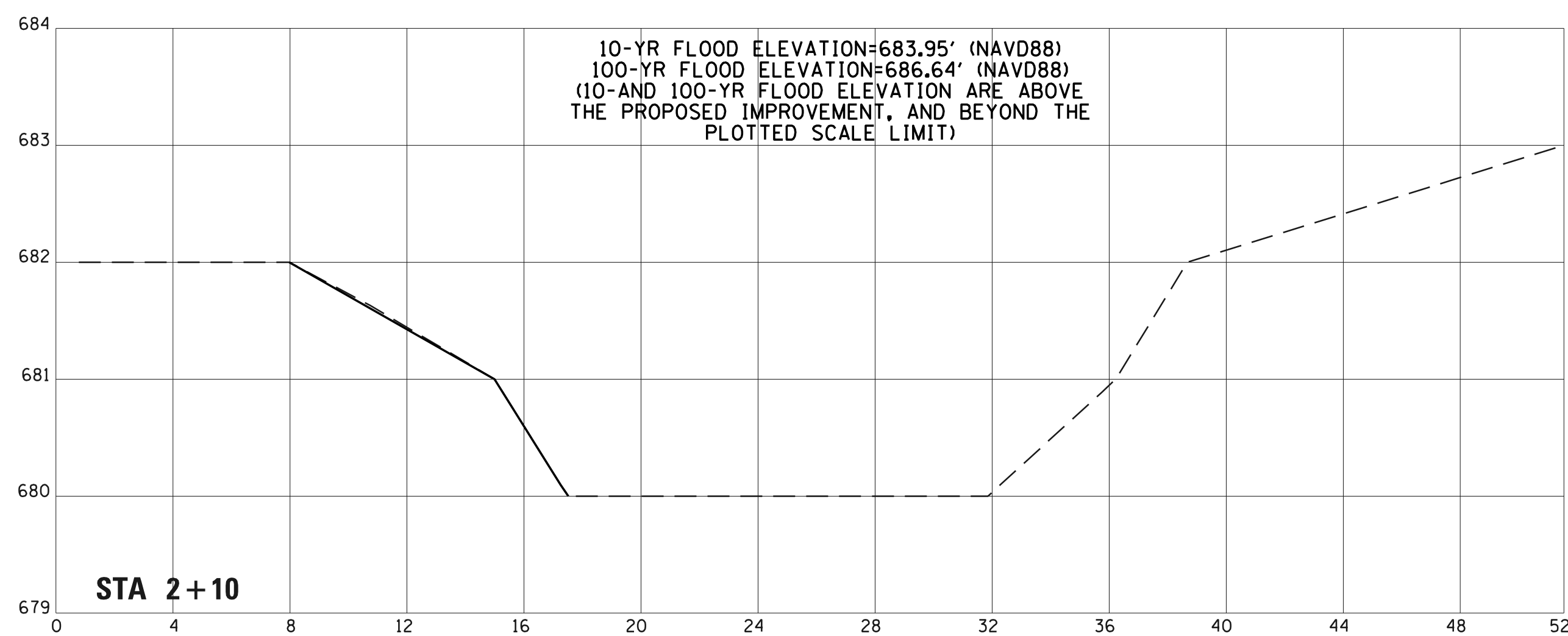
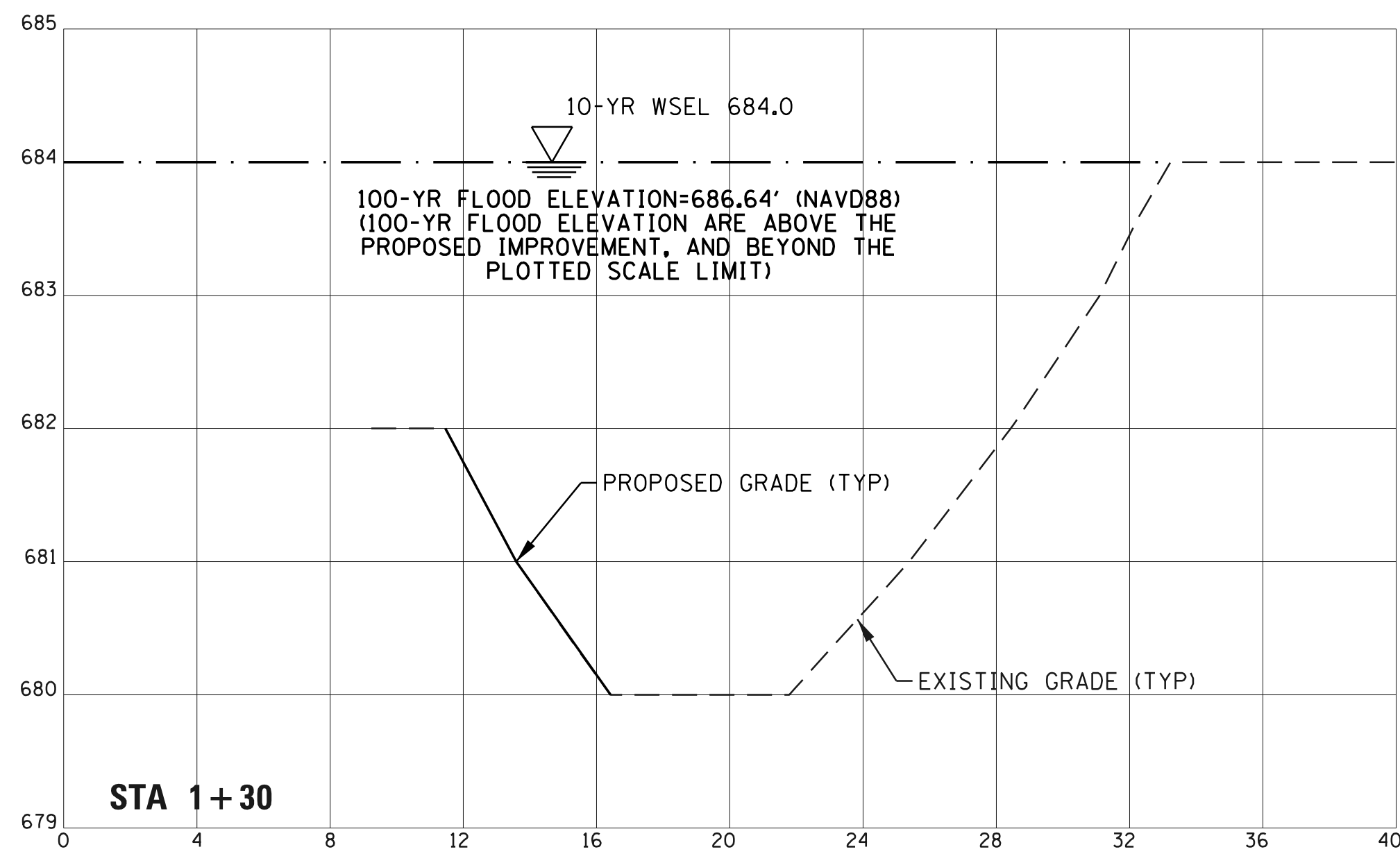
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NO.	DATE	NATURE OF REVISION	CHKD.	MODEL:
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TITLE:
**SPRING ROAD TRIBUTARY
STREAMBANK RESTORATION PLANS
CONSTRUCTION AND SESC DETAILS,
CROSS-SECTIONS (LOOKING UPSTREAM)**

PROJ. NO. 180522
DATE: 1/19/2021
SHEET 18 OF 22
DRAWING NO.
DET-3



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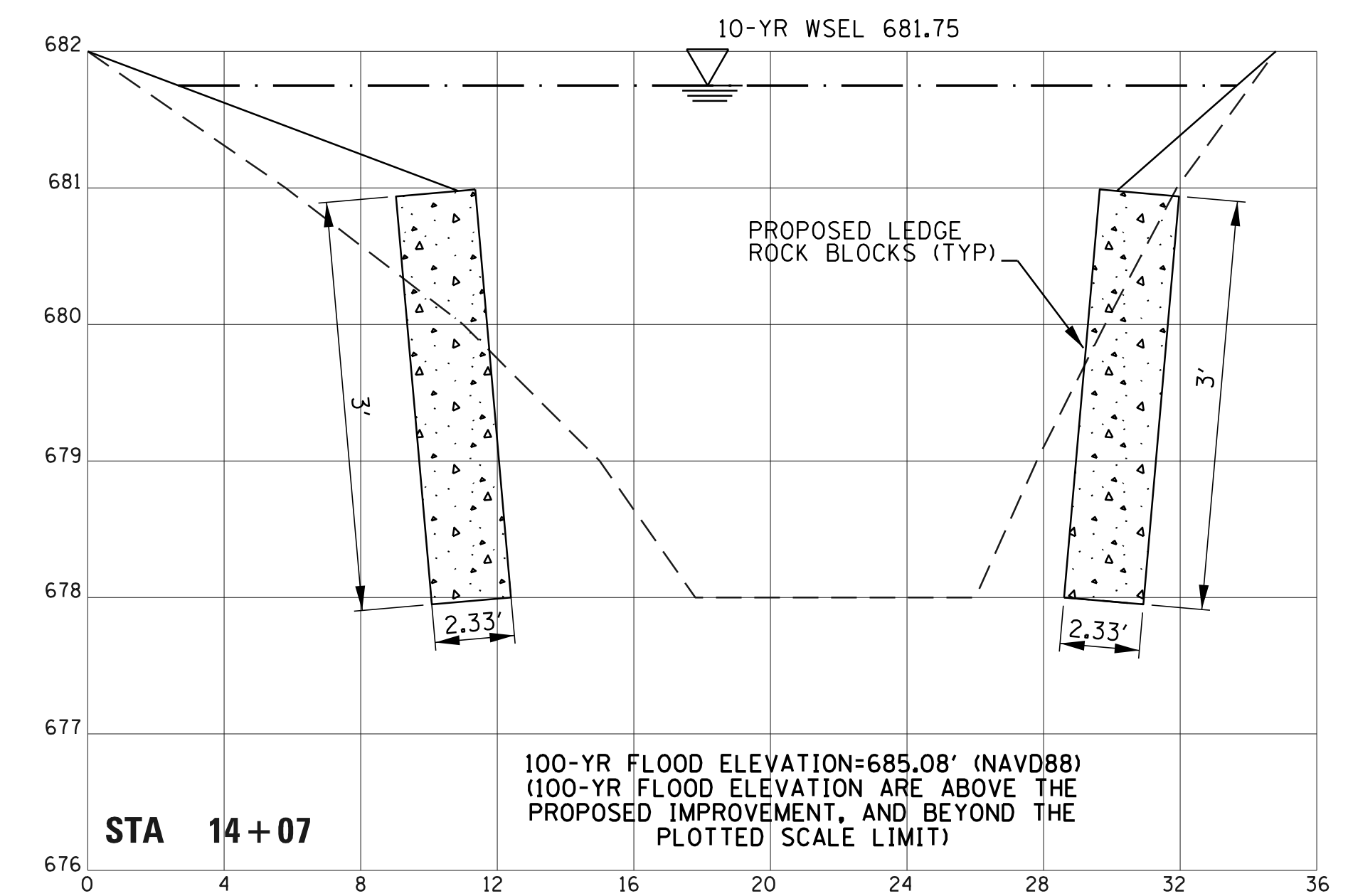
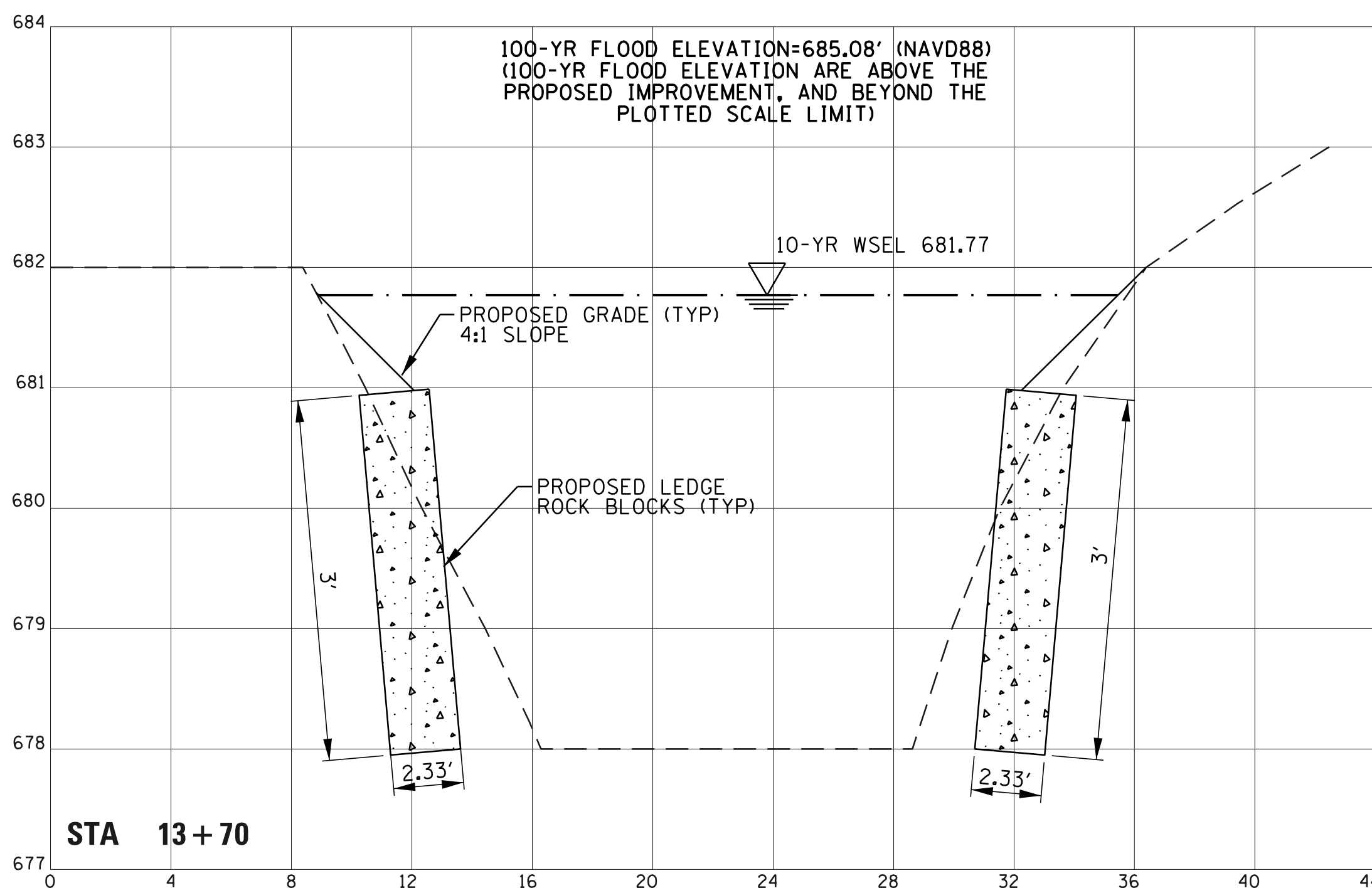
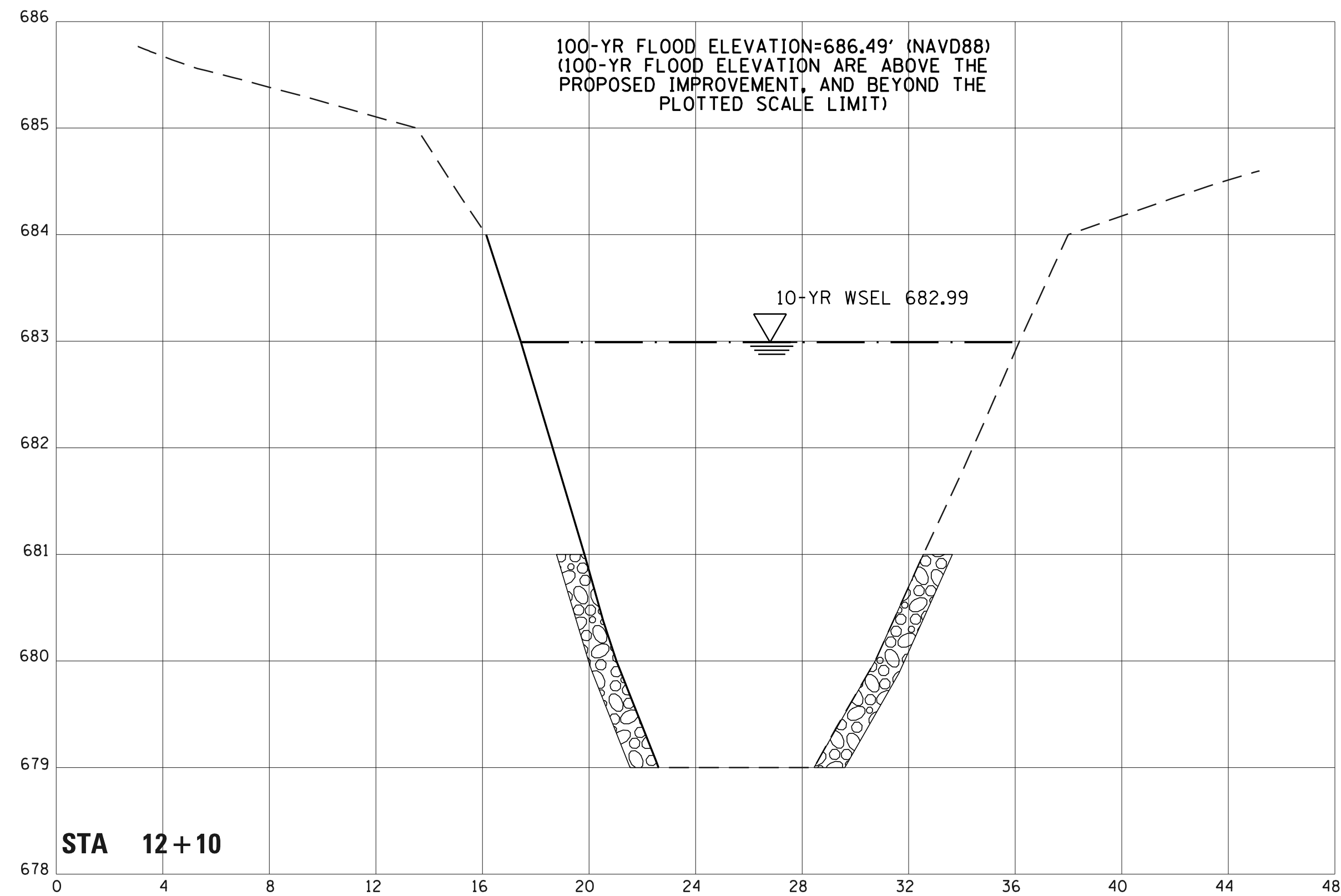
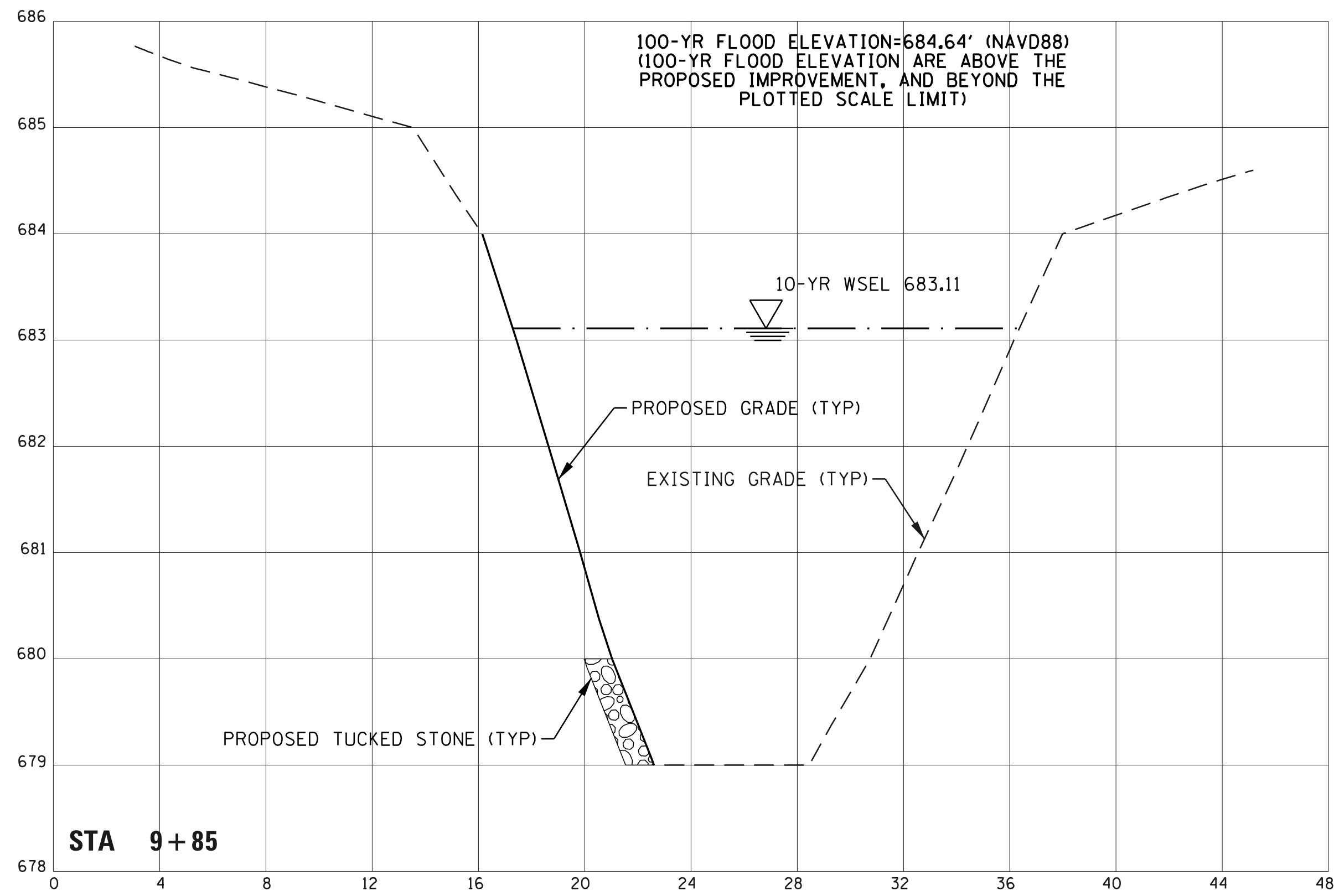
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TITLE:

**SPRING ROAD TRIBUTARY
STREAMBANK RESTORATION PLANS
CROSS-SECTIONS**

PROJ. NO.	180522
DATE:	8/17/2021
SHEET	19 OF 22
DRAWING NO.	XS1



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**SPRING ROAD TRIBUTARY
STREAMBANK RESTORATION PLANS
CROSS-SECTIONS**

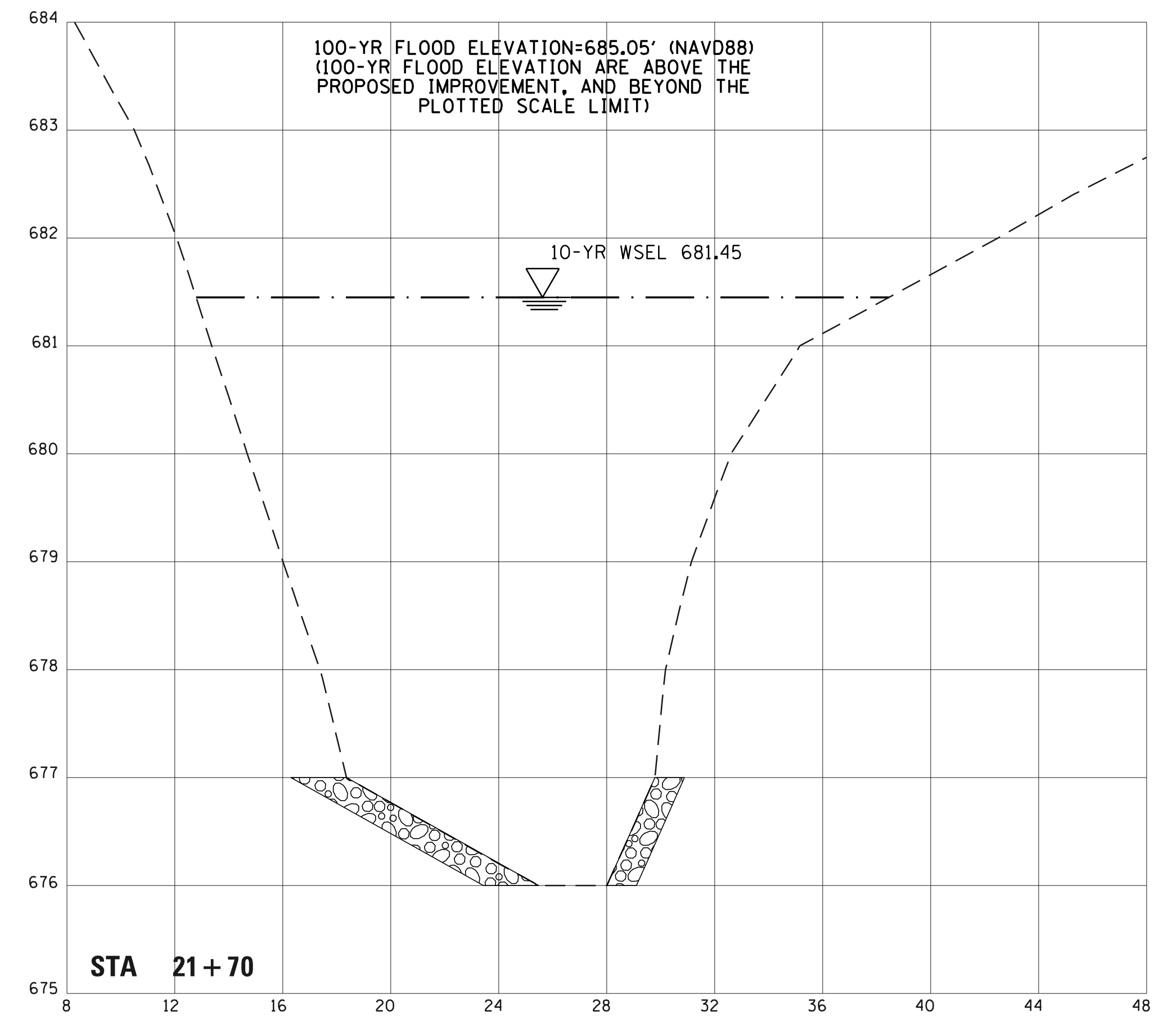
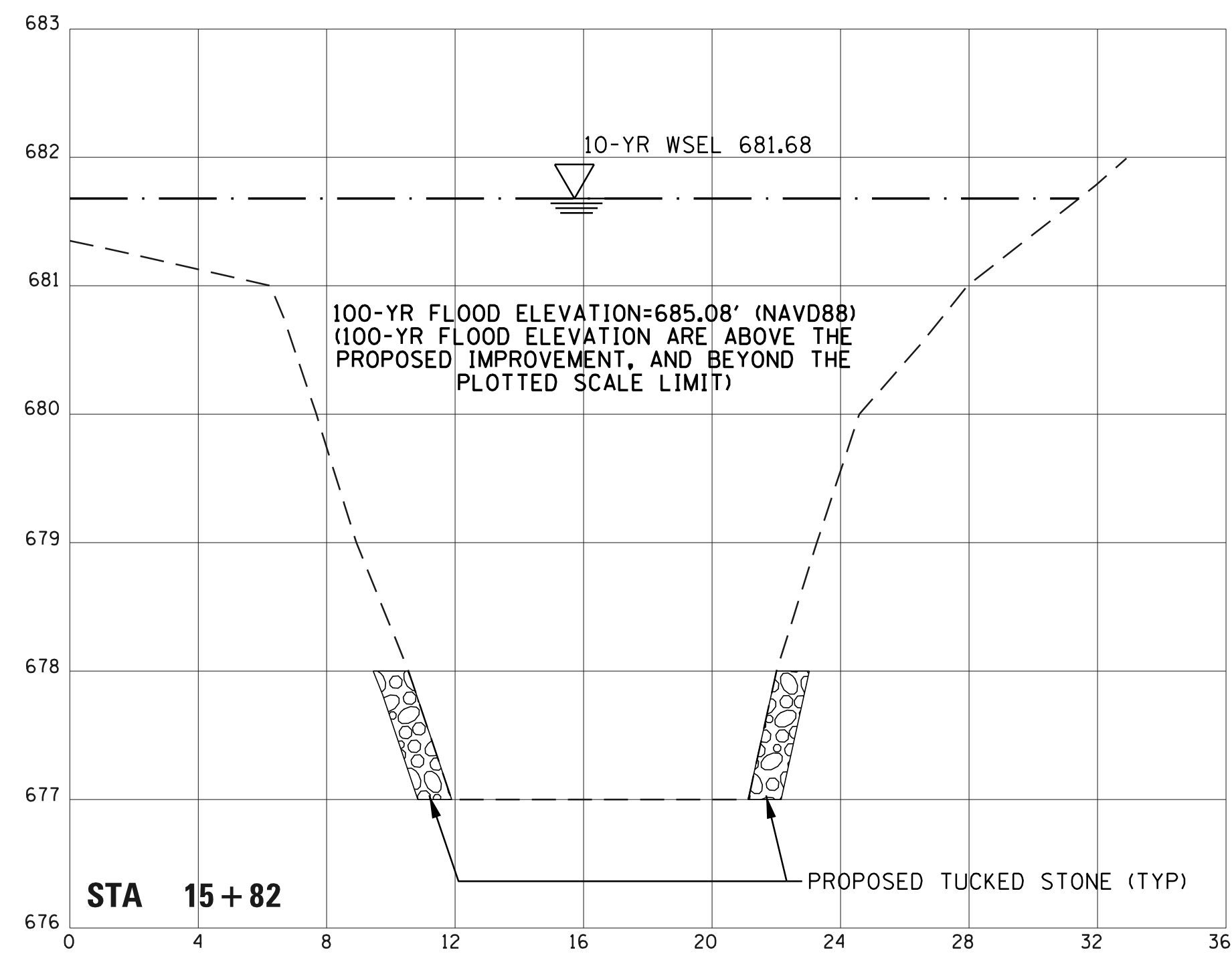
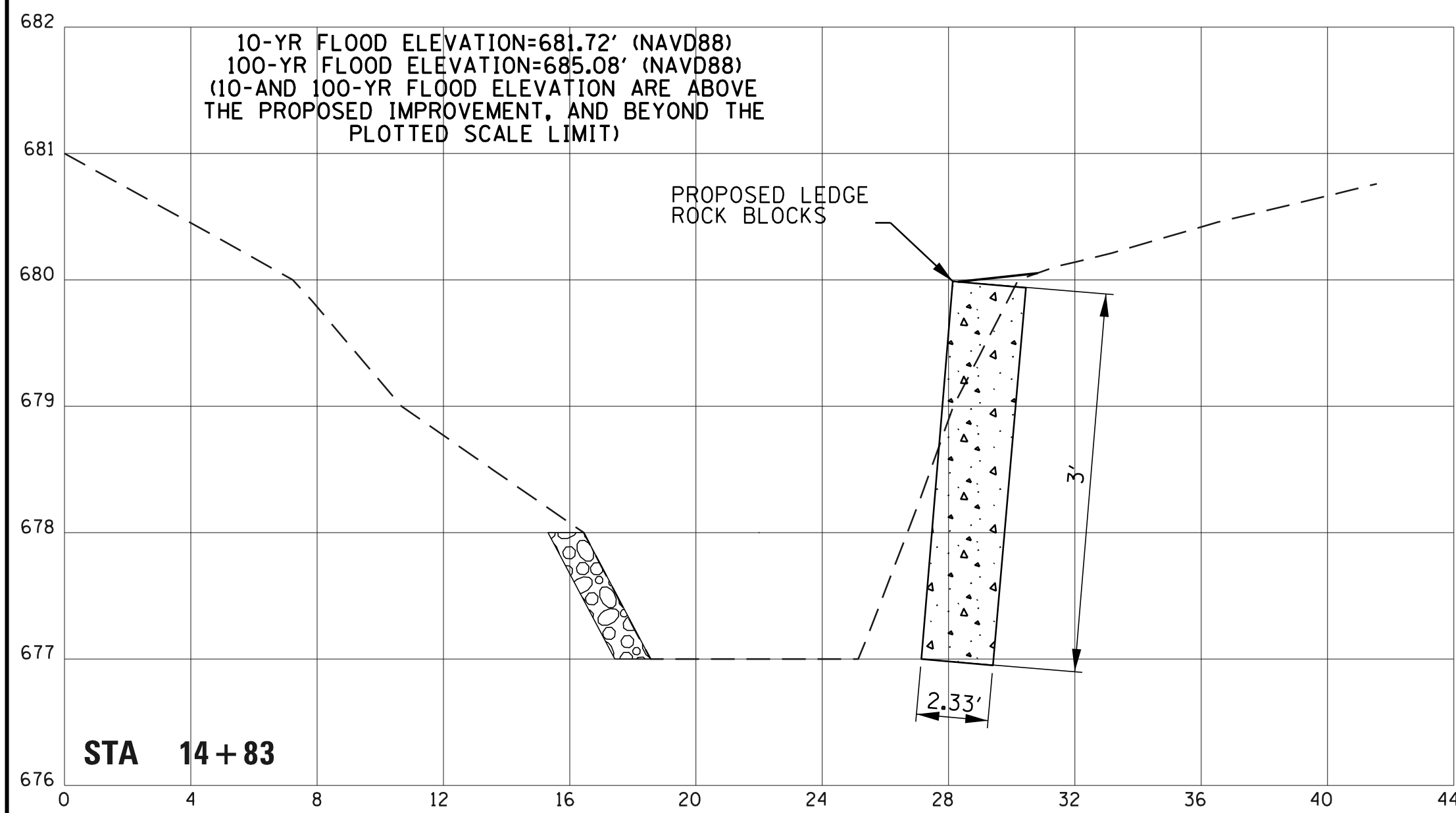
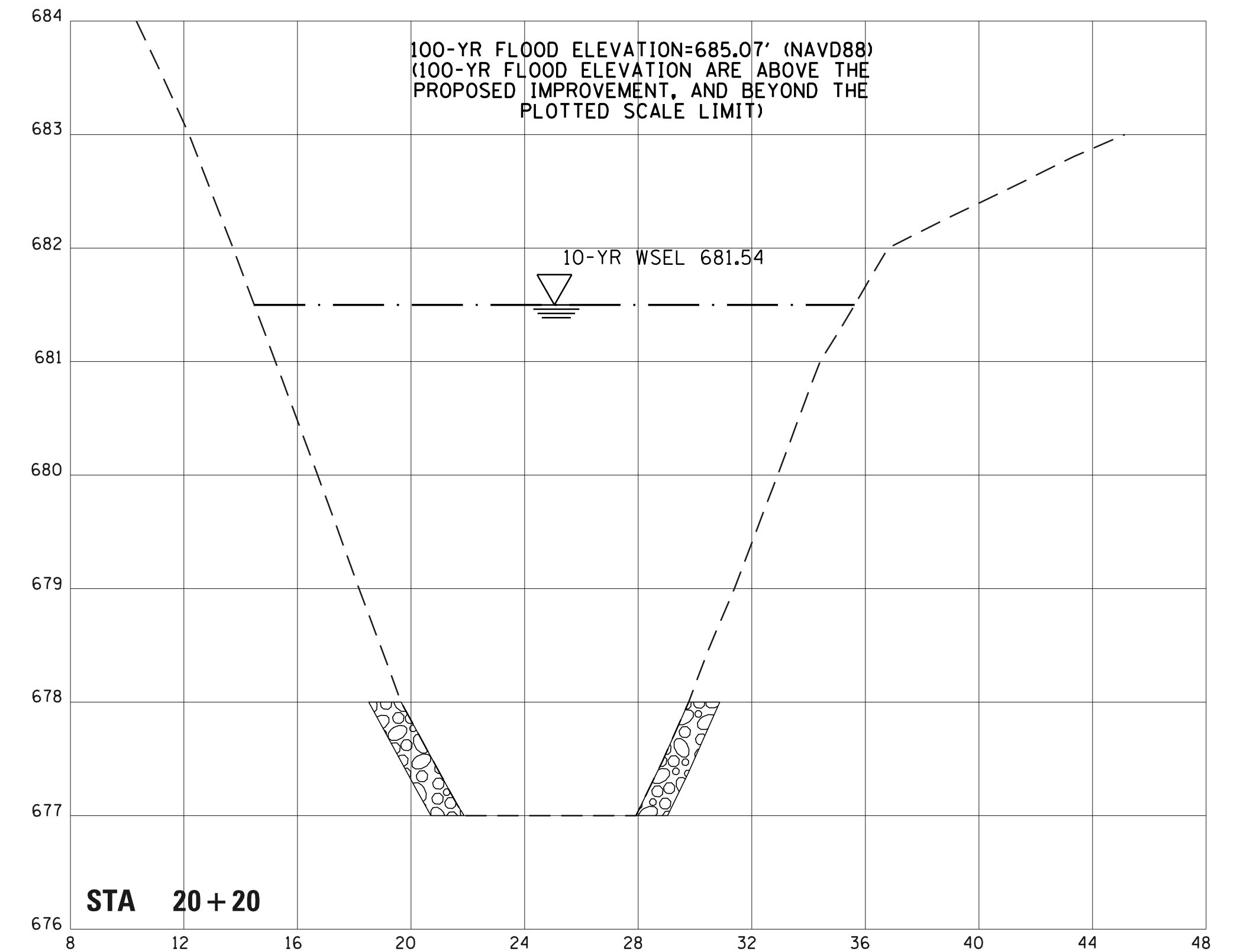
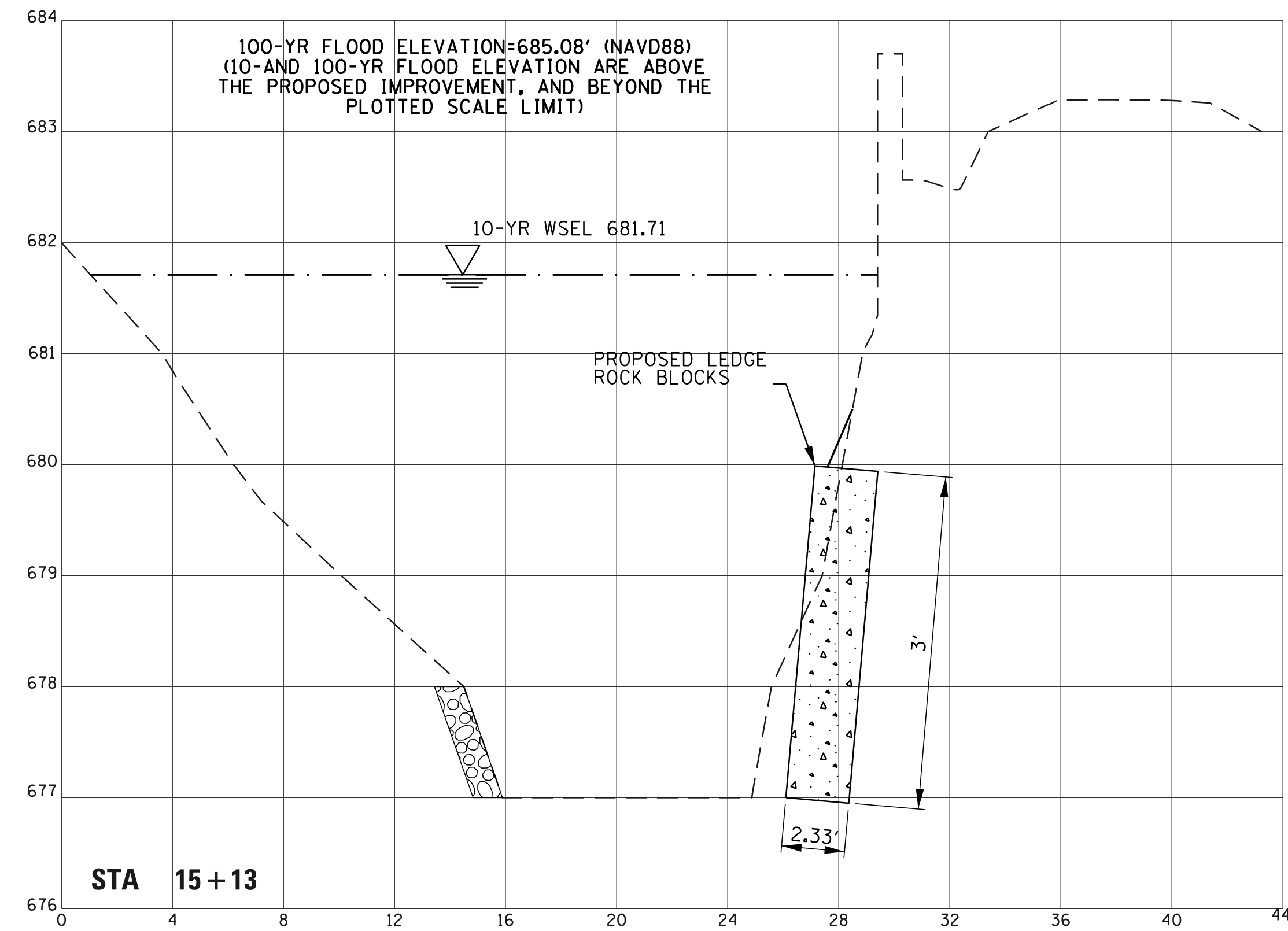
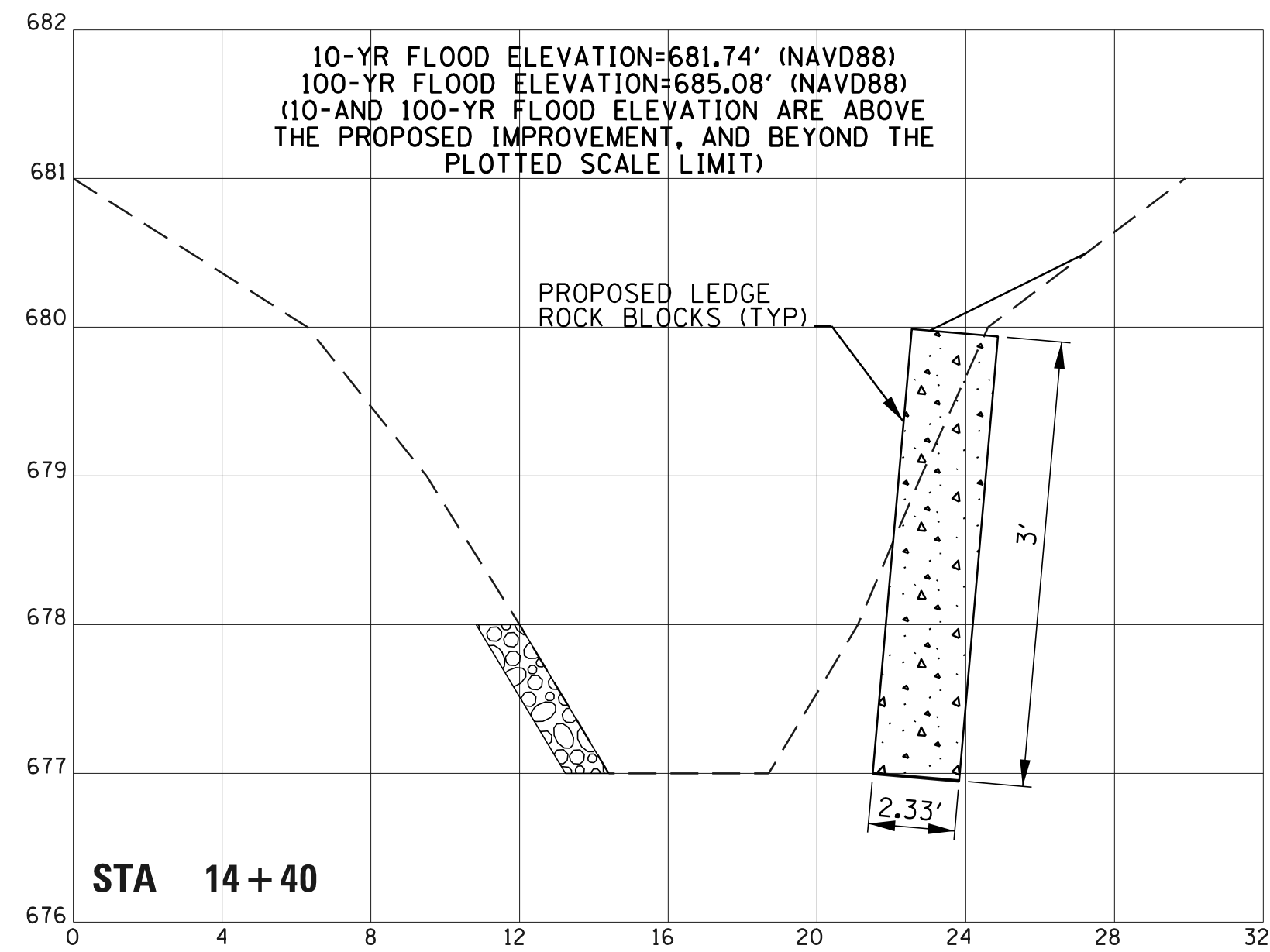
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DATE: 8/18/2021

SHEET 20 OF 22

DRAWING NO.

XS2



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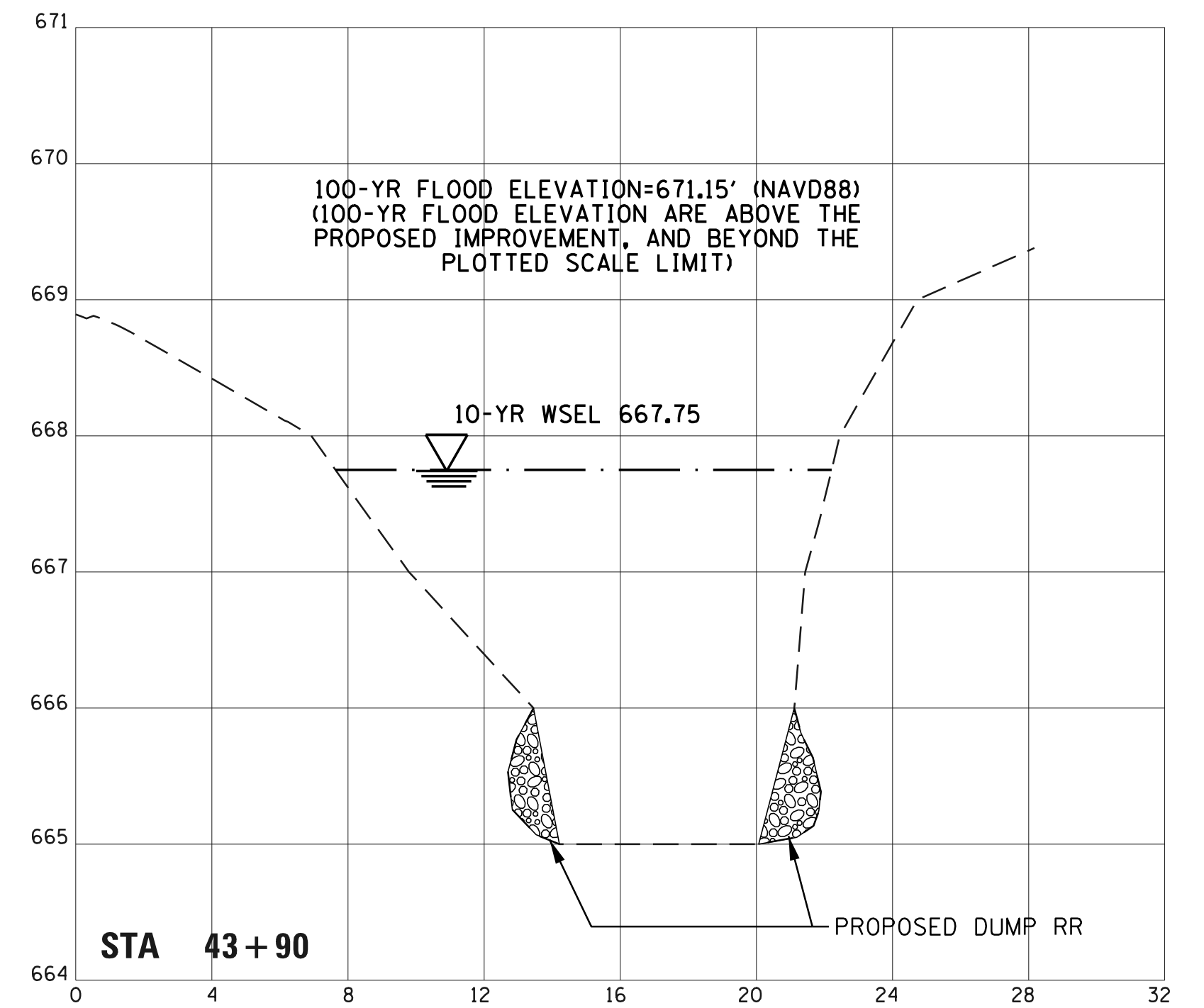
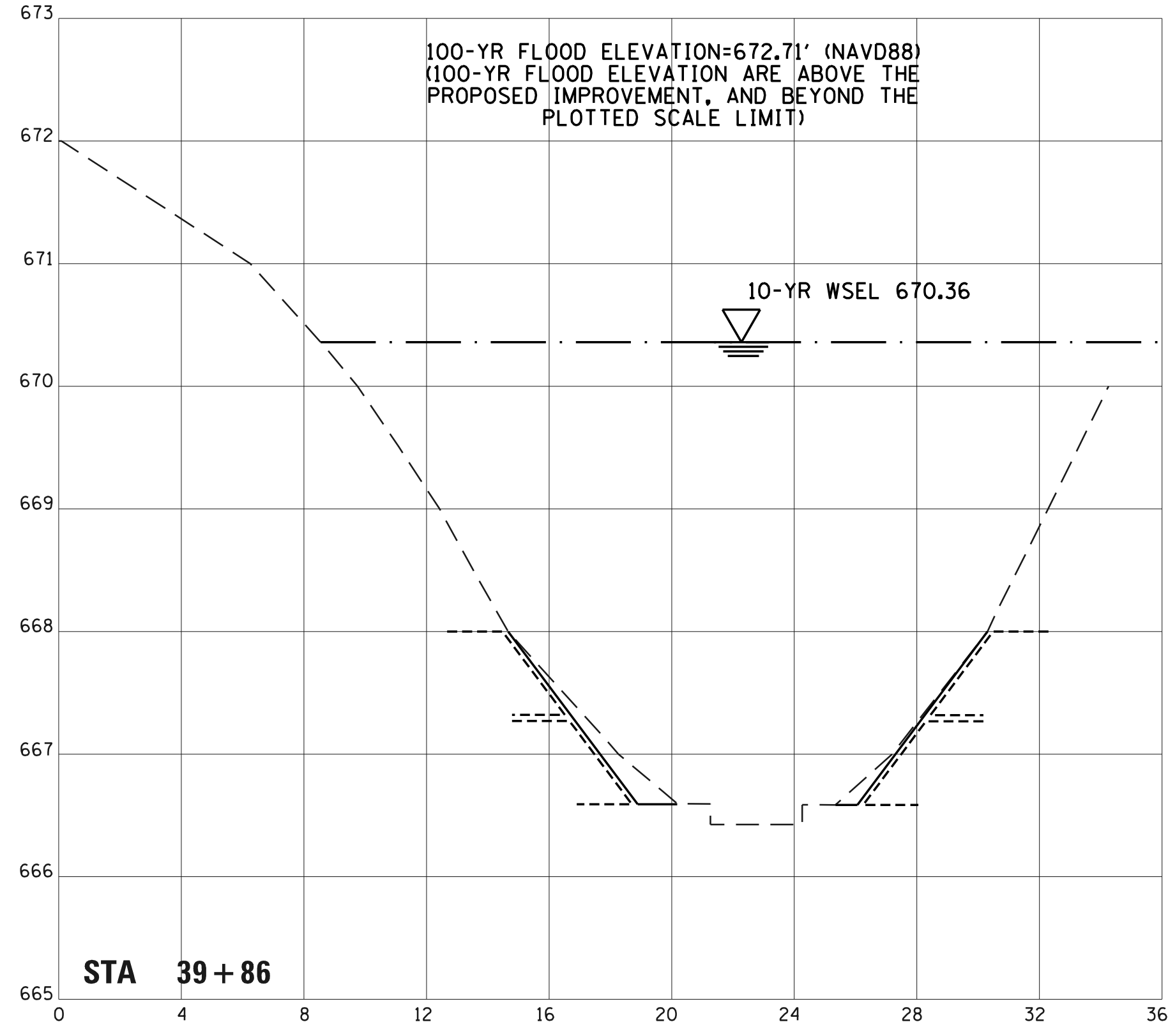
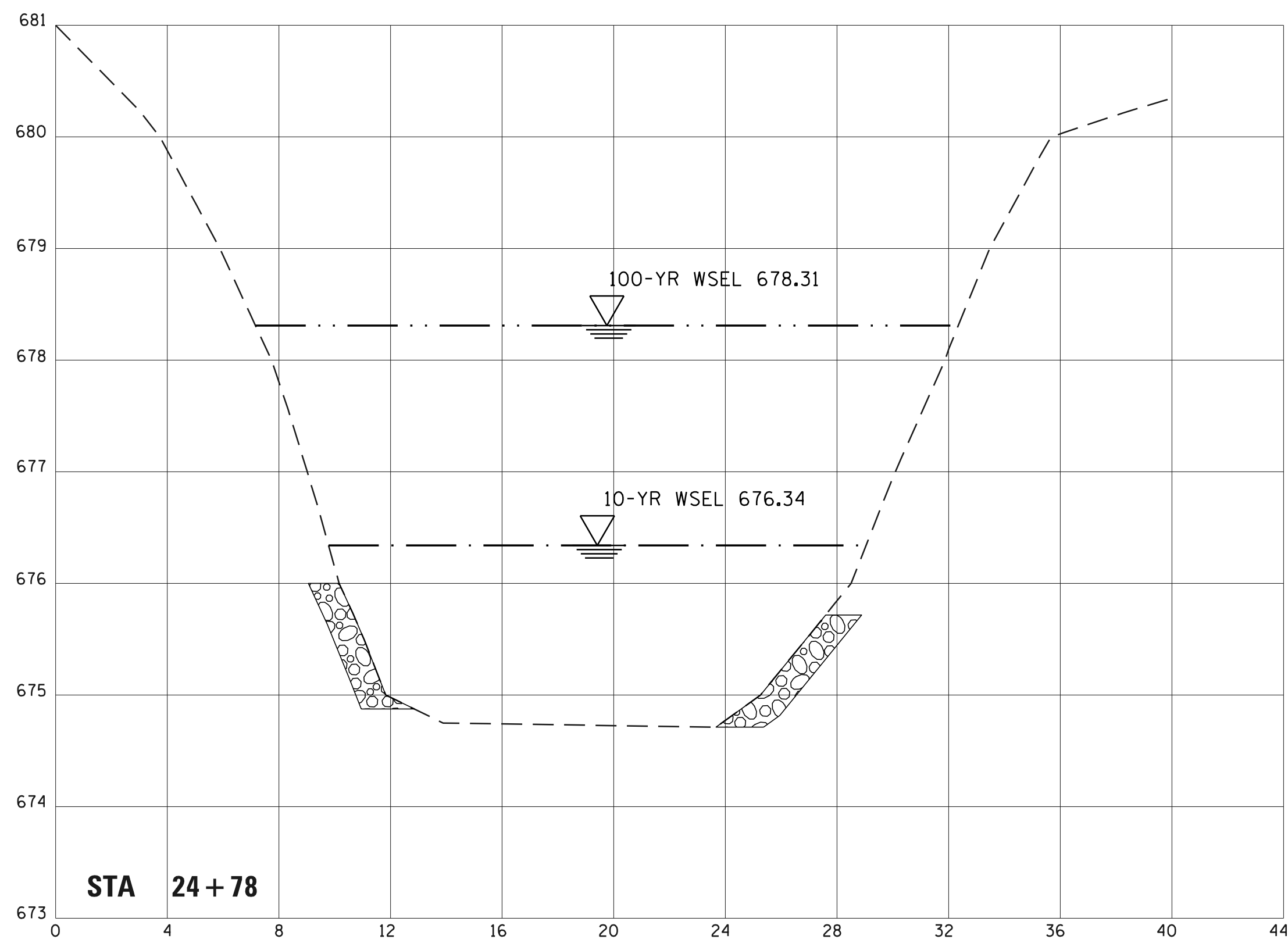
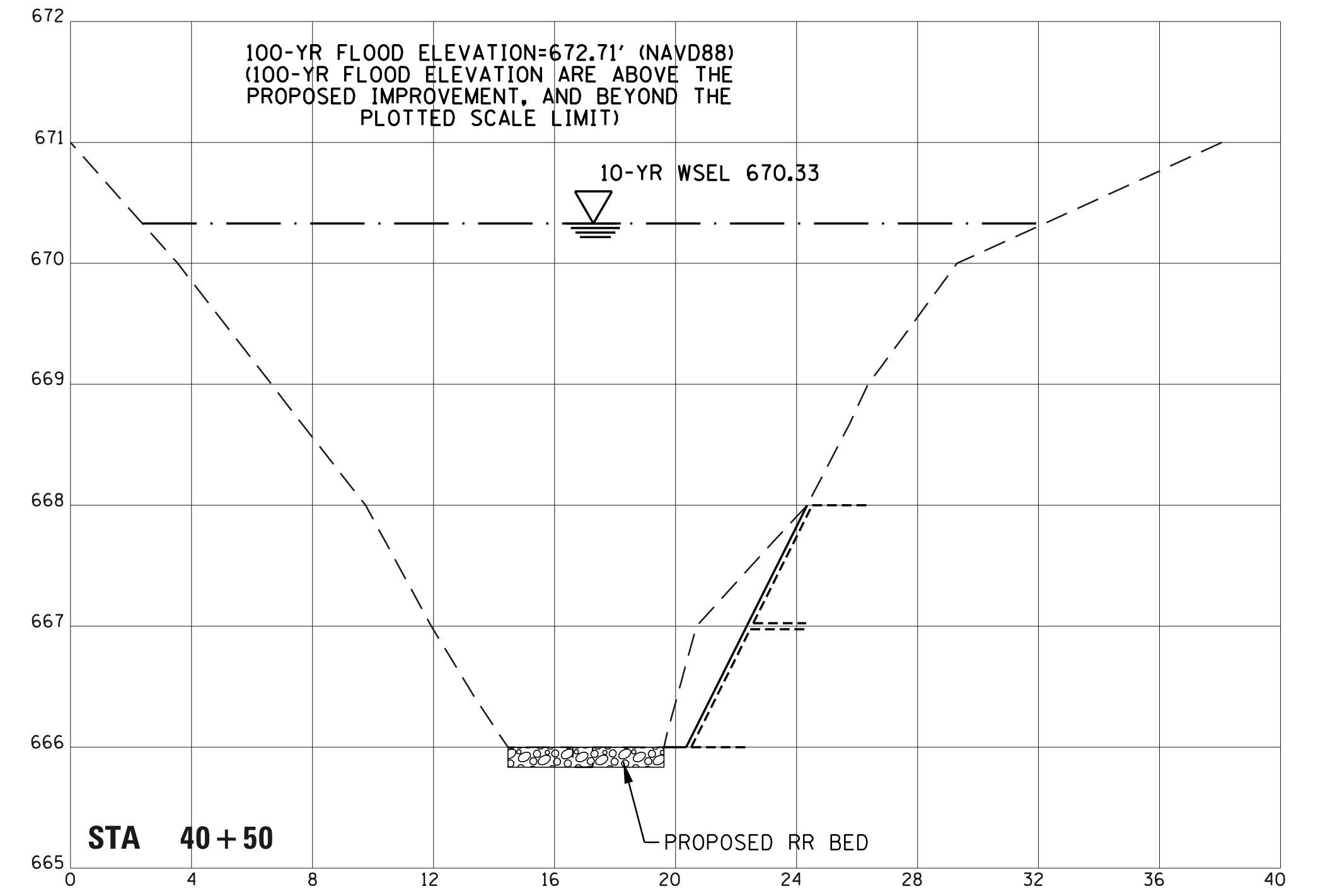
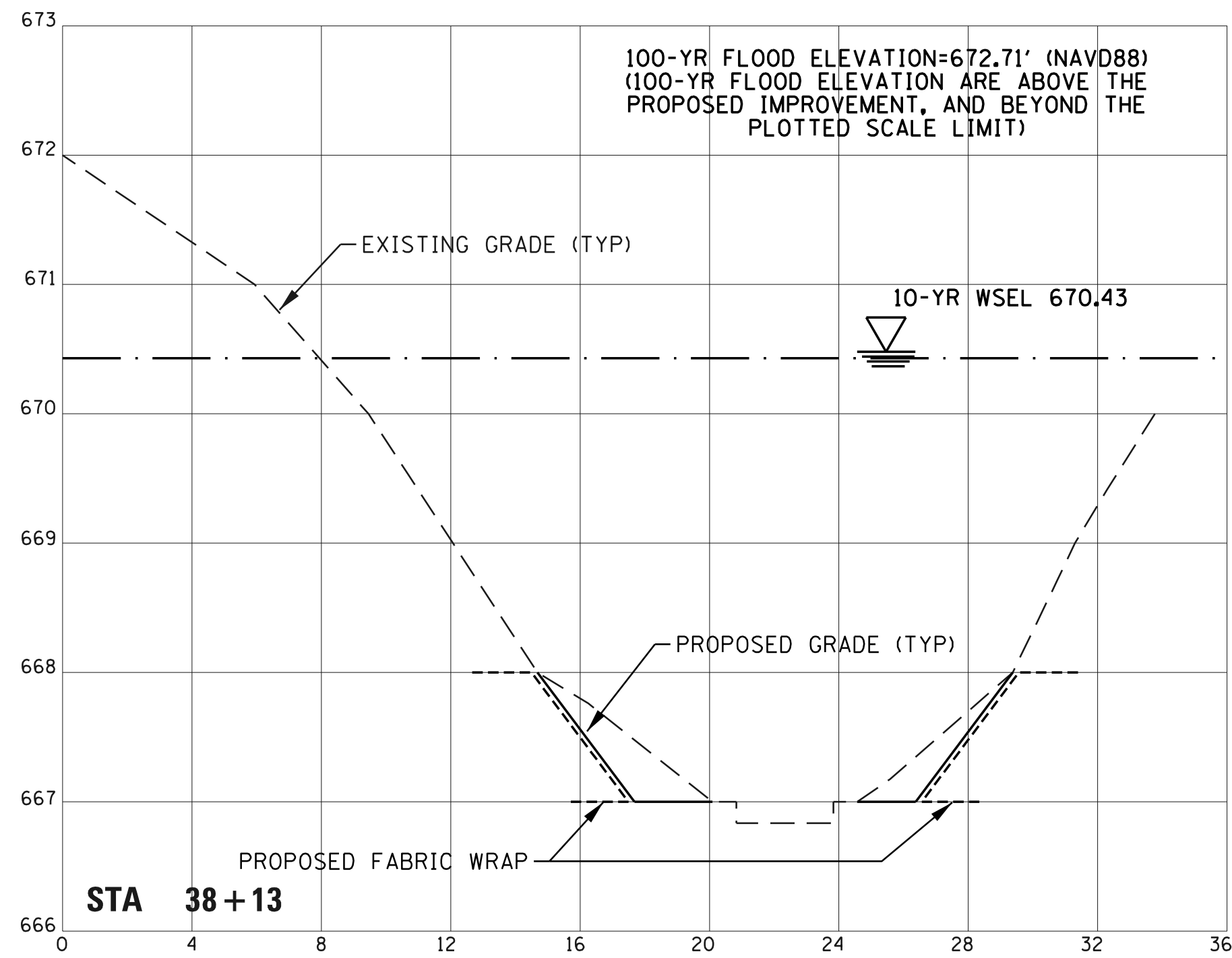
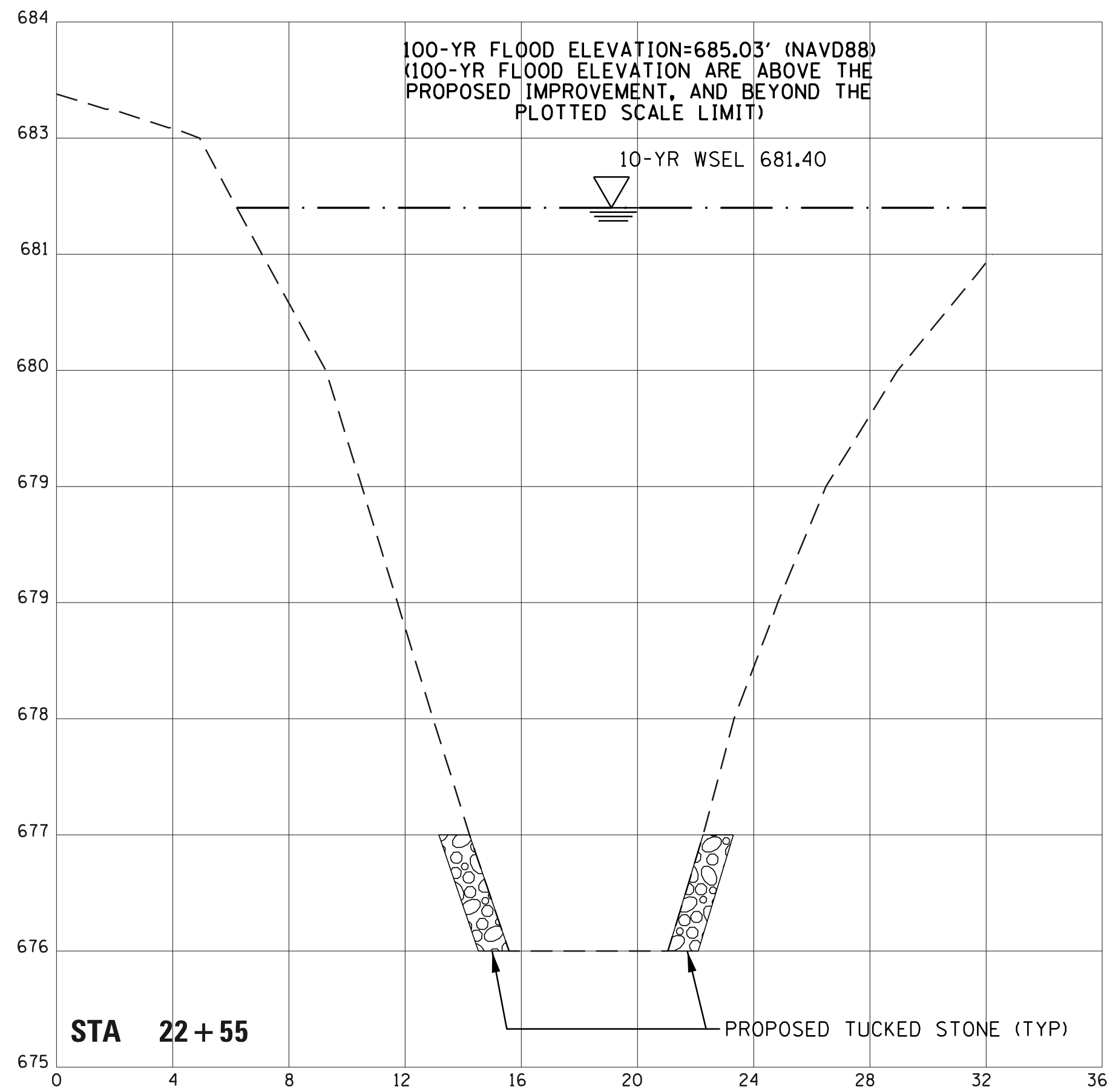
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TITLE:

**SPRING ROAD TRIBUTARY
STREAMBANK RESTORATION PLANS
CROSS-SECTIONS**

PROJ. NO. 180522
DATE: 10/15/2021
SHEET 21 OF 22
DRAWING NO.
XS3



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**SPRING ROAD TRIBUTARY
STREAMBANK RESTORATION PLANS
CROSS-SECTIONS**

PROJ. NO. 180522
DATE: 8/18/2021
SHEET 22 OF 22
DRAWING NO.
XS4