#### **PROJECT MANUAL FOR:**

### **SPRING BROOK #1 STREAM BANK STABILIZATION**



WHEATON SANITARY DISTRICT

1S649 SHAFFNER ROAD

WHEATON, IL 60189

PHONE: (630) 668-1515

BIDS DUE:

**SEPTEMBER 12, 2022** 

AT 10:00 A.M.

HARD COPIES ONLY. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED.

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#### Advertisement for Bids

Sealed proposals for the **Spring Brook #1 Stream Bank Stabilization** will be received at the following location:

Wheaton Sanitary District 1S649 Shaffner Road Wheaton, IL 60189

until 10:00 a.m., local time, September 12, 2022, at which time all bids will be publicly opened and read aloud.

A non-mandatory pre-bid meeting will be held on Tuesday August 30, 2022, at 10:00 a.m., at the Wheaton Sanitary District Administration Building located at 1S649 Shaffner Road, Wheaton, Illinois, 60189.

The project consists of tree removal, erosion and sediment control, excavation, riprap, seeding, planting, natural area management, guardrail, and related work as described in the Project Manual and on the Plans. The location of the work is Wheaton, DuPage County, Illinois.

Each proposal must include the completed Local Public Agency Formal Contract Proposal, Schedule of Prices, Proposal Bid Bond, and Statement of Qualifications included in the Project Manual to be considered responsive.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act.

Wheaton Sanitary District reserves the right to reject any and all bids and waive any/all bid formalities if in their best interest. All proposals shall be valid for a period of sixty (60) days.

PUBLISHED BY THE AUTHORITY OF:

Wheaton Sanitary District

#### **Statement of Qualifications**

To qualify as a responsible bidder and for their bid to be considered, a Bidder must submit a written Statement of Qualifications with their bid demonstrating that they and any chosen subcontractors meet the minimum experience requirements specified herein and provide references for corresponding projects. The expectation is that the staff and subcontractors as submitted by the Bidder within these qualifications will be used as the respective project team. Any changes during project implementation shall be subject to review and approval by the Wheaton Sanitary District (District).

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

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

- Qualified CONTRACTORS must provide two (2) examples of projects, each being a
  minimum of \$250,000 where while serving as "General Contractor", substantially
  contributed (defined as greater than 60% of the work) and caused to be completed said
  projects within the past seven (7) years which have achieved ecological vegetative
  performance standards on a minimum of 5 contiguous acres and received "sign-off" from
  all applicable regulatory agencies. A qualified CONTRACTOR must not have defaulted on
  any ecological management vegetation performance standard within the last five (5)
  years.
- Qualified CONTRACTORS must provide two (2) examples of projects completed in the past 5 years demonstrating earth excavation with cut and fill requirements of a minimum 5,000 cubic yards and subsequent earthwork shaping experience and proficiency to achieve target contour elevations, cross section geometry and drainage way specifications.
- Qualified CONTRACTORS must demonstrate prior experience working in natural areas
  with sensitive resources, specifically plant installation projects. Due to the complexity and
  size of the project, the District will accept bids only from bidders that have successfully
  completed one or more restoration projects involving the installation of at least 500
  native trees and shrubs. Experience in the Chicago region is preferred and project
  experience shall be within the last five years. The bidder must provide examples of each
  type of project.

- Qualified CONTRACTOR must demonstrate completion of restoration project with channel width of at least 15 feet wide with a stream reach equaling at least 2,000 feet of streambank treatments.
- Qualified CONTRACTOR shall demonstrate they have worked on similar stream restoration projects.

#### **Contractor Staff Qualifications**

- A. Prospective CONTRACTORS must have a qualified Restoration Ecologist on staff with a minimum of five (5) years of documented experience in the Chicago Wilderness Region with ecosystems/habitat type field identification skills of local flora, who shall directly perform in-field supervision of all aspects of ecological management including planting crews and control of invasive species. Designated person shall have at least two (2) years' experience regarding plant installation within riverine type hydrologic conditions, and must have five (5) years' experience with Regional Midwest and or Chicago Wilderness Region with ecosystems/habitat types, working knowledge and understanding of basic ecology and restoration principles, skills to competently identify invasive and native species, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, and understanding of effective timing for successful target species application methods.
- B. Prospective CONTRACTORS must have a qualified Field Supervisor on staff to supervise the day-to-day onsite implementation of each phase of the project. This individual will work closely with Engineer. He/she will be expected to keep the crew working in an efficient and safe manner with appropriate Personal Protective Equipment worn as applicable, make sure the proper equipment is available and in good working order when needed by the crew. This person shall be a spokesperson on behalf of the CONTRACTOR, must have five (5) years of experience with Regional Midwest and or Southwest Great lakes ecosystems/habitat types, shall have at minimum 3 years of supervision of restoration crews, at least two (2) years' experience regarding plant establishment within riverine type hydrologic conditions, working knowledge and understanding of basic ecology and restoration principles, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, understanding of effective timing for successful target species application methods, shall possess a current and valid State of Illinois Pesticide Applicator or Operator License, and shall demonstrate extensive and accurate field identification skills of local flora. Field supervisor shall directly perform in-field supervision of all aspects of ecological management including seeding and planting crews, control of invasive species, and ecological management of site. The field supervisor will be required to be onsite during all aspects of the project implementation.
- C. Contractor Staff Qualifications Items A and B may be satisfied by one or more individuals.
- D. Prospective CONTRACTORS must have adequate numbers of qualified Field Crew on staff to implement the day-to-day onsite implementation of each phase of the project and achieve deadlines. All field crew shall have demonstrated experience with Regional

Midwest and or Chicago Wilderness region with ecosystems/habitat type restoration, working knowledge and understanding of basic ecology and restoration principles, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, understanding of effective timing for successful target species application methods, shall possess a current and valid State of Illinois Pesticide Operator License if applying herbicide, and shall demonstrate extensive and accurate field identification skills of local and invasive flora. Field crew shall perform installation of seed and plants, control of invasive species, and ecological management of site. The field crew will be under the direct supervision of the field supervisor/foreman during all aspects of the project implementation.

CONTRACTORS shall indicate their general firm qualifications including but not limited to corporate experience and references as well as individual experience described above.

The Statement of Qualifications shall also identify all SUBCONTRACTORS to be utilized by the CONTRACTOR on this project. Provide a thorough description of the work SUBCONTRACTORS will be completing, and applicable qualifications as described above. Include Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) certifications for CONTRACTOR and/or SUBCONTRACTORS to demonstrate how Public Act 96-1064 Business Enterprise Program requirements described in the Special Provisions will be met.



### Local Public Agency Formal Contract Proposal



COVER	SHEET				
Proposal Submitted By:					
Contractor's Name	1				
Contractor's Address	City			State	Zip Code
STATE OF ILLINOIS					
Local Public Agency		County		Section N	lumber
Wheaton Sanitary District		DuPage		N/A	
Route(s) (Street/Road Name)			Type of Fu	nds	
Spring Brook #1 Stream Bank Stabilization			N/A		
Proposal Only X Proposal and Plans Proposal only, plans	are senara	to.			
For a County and Road District Project  Submitted/Approved  Highway Commissioner Signature	Signatu	Submitte	Municipal Po	•	Date
Submitted/Approved  County Engineer/Superintendent of Highways Date	Official	Title	$\times$		
County Engineer/Superintendent of Highways	Regiona	Departm Released for al Engineer Signa			

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Wheaton Sanitary District	DuPage	N/A	Spring Brook #1 Stream Bank S

NOTICE TO B	IDDERS	
Sealed proposals for the project described below will be received at the o	ffice of Wheaton Sanitary District	
	Name of Off	ice
1S649 Shaffner Road Wheaton IL 60189	<sub>until</sub> 10:00 AM	on 09/12/22
Address	Time	Date
Sealed proposals will be opened and read publicly at the office of $\overline{ ext{Wheat}}$	ton Sanitary District	
	Name of Office	
1S649 Shaffner Road Wheaton IL 60189	<sub>at</sub> 10:00 AM	on 09/12/22
Address	Time	Date
DESCRIPTION O	DF WORK	
Location		Project Length
Wheaton, IL (see plans)		2,650 LF +/-
Pronosed Improvement		,

Plans and proposal forms will be available in the office of

Wheaton Sanitary District 1S649 Shaffner Road Wheaton, IL 60189

2. Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

Streambank stabilization including tree removal, erosion and sediment control, excayation, riprap, seeding,

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

planting, natural area management, guardrail, and associated work.

- a. Local Public Agency Formal Contract Proposal (BLR 12200)
- b. Schedule of Prices (BLR 12201)
- c. Proposal Bid Bond (BLR 12230) (if applicable)
- d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- e. Affidavit of Illinois Business Office (BLR 12320) (do not use for project with Federal funds)
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority 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.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Wheaton Sanitary District	DuPage	N/A	Spring Brook #1 Stream Bank S
		PROPOSAL	
1. Proposal of		Contractor's Name	
		contractor's Address	
2. The plans for the proposed work are	e those prepared by F	dempe-Sharpe Consulting Eng	gineers
and approved by the Department of	Transportation on		
	Construction" and the	by the Department of Transportation e " Supplemental Specifications and	n and designated as "Standard Recurring Special Provisions" thereto,
	, as part of the contrac	ct, the applicable Special Provisions	indicated on the "Check Sheet for
5. The undersigned agrees to comple is granted in accordance with the s		working days or by	unless additional time
6. The successful bidder at the time of	of execution of the con	tract Will be required to dep	posit a contract bond for the full amount of
and the undersigned fails to execu forfeited to the Awarding Authority.	te a contract and cont	ract bond as required, it is hereby ac	lieu thereof. If this proposal is accepted greed that the Bid Bond of check shall be
the unit price multiplied by the qua	ntity, the unit price sha	If no total price is shown or if there all govern. If a unit price is omitted, t eclared unacceptable if neither a uni	
9. The undersigned further agrees that	at if awarded the contr		o be performed under this contract. combinations on BLR 12201, the work specified in the Schedule for Multiple Bids
below.  10. A proposal guaranty in the proper	amount, as specified	in BLRS Special Provision for Biddin	ng Requirements and Conditions for
	. Di Di Li Will	h	
Contract Proposals, will be require a bid bond, if allowed, on Departm			anty. Accompanying this proposal is either ying with the specifications, made payable
to: Wheaton Sanitary District			
The amount of the check is			().
	Attach Cashier'	s Check or Certified Check Here	
	hich would be required	ed to cover two or more bid proposal d for each individual bid proposal. If t y be found.	
The proposal guaranty check will	be found in the bid pro	oposal for: Section Number N/A	·

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Wheaton Sanitary District	DuPage	N/A	Spring Brook #1 Stream Bank S

#### **CONTRACTOR CERTIFICATIONS**

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Wheaton Sanitary District	DuPage	N/A	Spring Brook #1 Stream Bank S
		SIGNATURES	
(If an individual)		Signature of Bidder	Date
		Business Address	
		City	State Zip Code
(If a partnership)		Firm Name	
		Signatura	Date
		Signature	Date
		Title	
		Title	
		Business Address	
		City	State Zip Code
Insert the Names and Addresses of			
(If a corporation)		Corporate Name	
		Signature	Date
		Title	
		Business Address	
		City	State Zip Code
	Insert Names of Officers	President	
		Secretary	
Attest:		Treasurer	
Secretary			



#### **Schedule of Prices**



City	State Zip Code
County	Section Number
DuPage	N/A
	County

#### **Schedule for Multiple Bids**

Combination Letter	Section Included in Combinations	Tetal

Schedule for Single Bid (For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	MOBILIZATION	LS	1		
2	TREE REMOVAL	ACRES	2.72		
3	TEMPORARY HAUL ROAD	EA	75		
4	SILT CURTAIN	LF	4750		
5	ROLLED EROSION CONTROL	LF	220		
6	HIGH-VIS FENCE	LF	100		
7	SILT FENCE	LF	1000		
8	STREAMBANK GRADING	LF	2580		
9	GEOTEXTILE FABRIC	SY	2009		
10	RIP RAP RR3	TONS	2100		
11	TOPSOIL F&P 8"	CY	2624		
12	SEEDING SIDE SLOPES	ACRES	1.27		
13	SEEDING TOP OF BANKS	ACRES	1.16		
14	ECB SIDES OF BANKS	SY	6133		
15	ECB TOP OF BANK	SY	6031		
16	NATURAL AREA MGMT	YEAR	3		
17	LAYOUT & AS-BUILTS	LS	1		
18	TREE PROTECTION	EA	50		
19	NATIVE TREES	EA	400		
20	NATIVE SHRUBS	EA	200		
21	GUARDRAIL	EA	1		
			Bio	dder's Total Proposal	

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Wheaton Sanitary District	DuPage	N/A	Spring Brook #1 Stream

- 1. Each pay item should have a unit price and a total price.
- 2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
   A bid may be declared unacceptable if neither a unit price or total price is shown.



## Local Public Agency Proposal Bid Bond



Local Public Agency		County		Section Number
Wheaton Sanitary District		DuPag	je	N/A
WE,				as PRINCIPAL, and
			as SUR	ETY, are held jointly,
severally and firmly bound unto the above Local Pub or for the amount specified in the proposal document ourselves, our heirs, executors, administrators, succe	s in effect on the date of	of invitation fo	LPA") in the penal sur r bids, whichever is th	m of 5% of the total bid price, ne lesser sum. We bind
instrument.			at the said DDINCID	AL is submitting a written
WHEREAS THE CONDITION OF THE FOR proposal to the LPA acting through its awarding auth THEREFORE if the proposal is accepted ar	ority for the construction	n of the work	designated as the abo	ove section.
and the PRINCIPAL shall within fifteen (15) days afte performance of the work, and furnish evidence of the and Bridge Construction" and applicable Supplement	required insurance cov	erage, all as	provided in the "Stan	dard Specifications for Road
full force and effect.	iai opcomodiono, inchi	ins obligation	i shan become void, e	therwise it shall remain in
IN THE EVENT the LPA determines the PR set forth in the preceding paragraph, then the LPA ac penal sum set out above, together with all court costs IN TESTIMONY WHEREOF, the said	cting through its awardir s, all attorney fees, and	ng authority s any other ex	hall immediately be el pense of recovery.	ntitled to recover the full
respective officers this of				
Day Mont	h and Year <b>Principal</b>			
Company Name		Company N	ame	
Signature Da	te	Signature		Date
Ву:	Ву:			
Title		Title		
(If Principal is a joint venture of two or more contractor affixed.)	ors, the company name Surety	s, and author	ized signatures of eac	ch contractor must be
Name of Surety		Signature of	Attorney-in-Fact	Date
	By:			
STATE OF IL				
COUNTY OF				
1	, a Notary	Public in and	d for said county do h	ereby certify that
(Insert names of i	ndividuals signing on beha	of PRINCIPA	AL & SURETY)	
who are each personally known to me to be the same PRINCIPAL and SURETY, appeared before me this instruments as their free and voluntary act for the use	day in person and ackn	owledged res		
Given under my hand and notarial seal this	day of			
	Day	Month and Ye	ar	
		ľ	Notary Public Signatu	re
(SEAL)				
			Date commission exp	oires

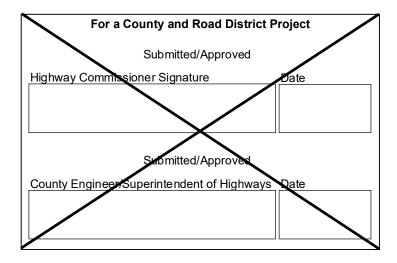
Local Public Agency	County	Section Number
Wheaton Sanitary District	DuPage	N/A
ELECTRONIC BID	BOND	
☐ Electronic bid bond is allowed (box must be checked by LPA if ele	ctronic bid bond is allow	ved)
The Principal may submit an electronic bid bond, in lieu of completing the a electronic bid bond ID code and signing below, the Principal is ensuring the Principal and Surety are firmly bound unto the LPA under the conditions of of two or more contractors, an electronic bid bond ID code, company/Bidde venture.)  Electronic Bid Bond ID Code	identified electronic bid b the bid bond as shown ab	oond has been executed and the pove. (If PRINCIPAL is a joint venture t be affixed for each contractor in the
	Signature Title	Date

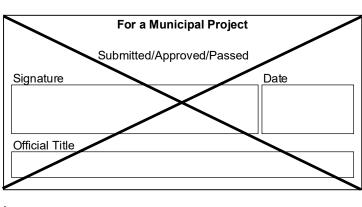


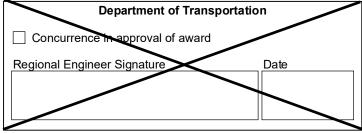
## **SAMPLE**Local Public Agency Formal Contract



Contractor's Name		
Contractor's Address	City	State Zip Code
STATE OF ILLINOIS		
Local Public Agency	County	Section Number
Wheaton Sanitary District	DuPage	N/A
Street Name/Road Name	Тур	e of Funds
Spring Brook #1 Stream Bank Stabilization		
▼ CONTRACT BOND (when required)		







Local Public Agency	Local Street/Road Name		County	Section Number
Wheaton Sanitary District	Spring Brook #1 Strea	am Bank Stabilizat	DuPage	N/A
THIS AGREEMENT, made and concluded the			en the	
of Wheaton Sanitary District , , , , , , , , , , , , , , , , , , ,	Day Mo known as the party of the fil	onth and Year	<del>Leeal</del> l	Public Agency Type
Local Public Agency	. ,	5t part, and	Contracto	<u> </u>
its successor, and assigns, known as the par				
2. For and in consideration of the payments and the party of the first part, and according to the terr				
said party of the first part, at its own proper cost a the work in accordance with the plans and specific				
are work in accordance with the plane and opconin	outions horomation accords	oa, ana in raii oompiian	oo war an or are a	Simo of the contract.
3. It is also understood and agreed that the LPA	•	•		
Apprenticeship or Training Program Certificat	<del>lion</del> , and Contract Bond nei	reto attached, and the	Plans for Section	Section Number
in Wheaton Sanitary District Local Public Agency	<del>approved by the Illinois De</del>	<del>partment of Transporte</del>	ntion on	, are essential
documents of this contract and are a part her	eof.		But	S
4. IN WITNESS WHEREOF, the said parties ha	ve executed this contract o	n the date above ment	tioned.	
Attest:	The	<del>of</del> Wheato	on Sanitary Dis	
Clerk Da	Lesal Public Agency ate	Type  Dorty of the Circl Dort	Name of Local P	_
SIEIK BE	By:	Party of the First Part		Date
	Бу.			
(SEAL)		<u> </u>	(If a Corporation)	
		Corporate Name	(ii a Corporation)	
		President, Party of the	Second Part	Date
	Ву:			
(SEAL)			nited Liability Corp	oration)
		LLC Name		
		Manager or Authorize	d Member Party o	of the Second Part
	Ву:	Manager of Authorizes	a Wellber, Farty C	in the occord i art
			(If a Partnership)	
		Partner	(II a Fartilership)	Date
Attest:				
Secretary Date	<del>9</del>	Partner		Date
		Partners doing Party of the Second F	Business under th	ne firm name of
(SEAL)		raity of the Second P	ait	
			(IF = :: 1	
		Party of the Second P	(If an individual) art	Date

#### TERMS OF CONTRACT WITH CONSTRUCTION CONTRACTOR

For Inclusion in the Local Public Agency Formal Contract (the Agreement)
Between Wheaton Sanitary District ("WSD") and
("Contractor")
WSD's Project Name: Spring Brook #1 Stream Bank Stabilization

- (1.) Performance Bonds to be provided shall contain the following language: "Any suit under this bond must be instituted before the expiration of the statute of limitation applicable to any claims against the Contractor named herein."
- (2.) "As built" drawings from the Contractor are a condition of receipt of the Contractor's final payment.
- (3.) Insurance Requirements:
  - (A.) Prior to commencing the work, Contractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the work, insurance coverage required by this Agreement. At a minimum, the types of insurance policy limits specified in this document below shall be maintained in a form and from insurers acceptable to WSD. All insurers shall have at least an A (excellent) rating by A.M. Best and be qualified to do business in the jurisdiction where the Project is located.
  - (B.) Contractor shall purchase insurance to cover claims and expenses, including costs of defense, asserted against WSD, their agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The coverage afforded WSD shall be primary insurance for WSD with respect to claims arising out of operations performed by or on behalf of the Contractor. If WSD has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of liability of the Contractor under this insurance policy shall not be reduced by the existence of such other insurance.
  - (C.) Contractor shall provide the following minimum coverage limits and criteria on the Certificate of Insurance to WSD:
    - (1.) Commercial General Liability Insurance:
      - (a.) \$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
      - (b.) \$2,000,000 General Aggregate per Project
      - (c.) \$2,000,000 Products & Completed Operations Aggregate
      - (d.) \$1,000,000 Personal and Advertising Injury Limit

- (2.) Business or Commercial Automobile Liability Insurance:
  - a.) \$1,000,000 Combined Single Limit Per Accident
- (3.) Worker's Compensation and Employer's Liability Insurance:
  - (a.) \$1,000,000 Each Accident
  - (b.) \$1,000,000 Each Employee for Injury by Disease
  - (c.) \$1,000,000 Aggregate for Injury by Disease
- (4.) Excess or Umbrella Liability:
  - (a.) To overlay Employer's Liability, Automobile Liability, and Commercial General Liability coverages at the limit of \$10,000,000 per Occurrence and Aggregate
- (5.) Additional Insured:
  - WSD, along with its respective officers, agents, and employees, (a.) shall be named as Additional Insured for Ongoing Operations and Products/Completed Operations, on the Contractor's and any Subcontractor's Commercial General Liability Policy, Excess or Umbrella Policy, and on the Business or Commercial Automobile Liability Policy, all of which must be primary and non-contributory with respect to these additional insureds. It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by the Contractor is not deemed excess, is noncontributory and not co-primary in relation to the coverage(s) procured by the Contractor, any Subcontractor, or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation, or applicable case law.
- (6.) Waiver of Subrogation:
  - (a.) The Contractor's Certificate of Insurance shall have Waiver of Subrogation toggled for General Liability and Worker's Compensation.
- (7.) WSD, Winfield Township Road District and its elected officials, Thomas Engineering Group, LLC, and Hey and Associates Inc. shall be named as additional insureds.

- (4.) Work will not begin nor will any payment be authorized absent submission by the Contractor to WSD and Engineer of proof that all required insurance coverages and bonds are in effect. A Certificate of Insurance is not adequate proof. The Contractor may provide a Certificate of Insurance but shall also provide the actual endorsement from Contractor's insurance company.
- (5.) The responsibilities/liabilities of WSD and the Contractor and their consultants, agents and employees and any concomitant damages and/or consequential damages shall be determined in such amount and to such extent as provided by Illinois law.
- (6.) The Contractor shall reimburse WSD for all reasonable fees charged to WSD by Engineer which WSD incurs as a result of the Contractor's failure to fulfill the Contractor's obligations including, without limitation, timely completion of the project.
- (7.) Contractor shall pay all reasonable attorneys' fees, experts' fees, and costs incurred by WSD in enforcing the terms and provisions of this Agreement and in defending any proceeding to which WSD is made a party as result of the acts or omissions of the Contractor.
- (8.) Any and all claims shall be commenced within the limitations stated in 735 ILCS 5/13-214. The parties intend that modifications in the contract documents of the limitations provided by 735 ILCS 5/13-214, if any, shall be given no effect.
- (9.) Contractor acknowledges full and sole authority for all safety programs and precautions in connection with the work.
- (10.) Contractor shall defend, indemnify, and hold harmless WSD and Engineer from and against all claims, losses, damages, and expenses to the extent such claims, losses, damages or expenses are caused by Contractor's conduct, acts, errors or omissions.
- (11.) The Contractor's standard of care shall be the standard of care consistent with those usual and customary standards of care, skill and diligence which are commonly followed in performing the same or similar services in the locale where the Project is located.
- (12.) Contractor acknowledges that he has examined the property and has familiarized himself with all local conditions affecting the project.
- (13.) Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of any applicable governmental entity including, without limitation, prevailing wage laws.

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<sup>&</sup>lt;sup>1</sup> \* \* (a) Actions based upon tort, contract or otherwise against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property shall be commenced within 4 years from the time the person bringing an action, or his or her privity, knew or should reasonably have known of such act or omission. Notwithstanding any other provision of law, contract actions against a surety on a payment or performance bond shall be commenced, if at all, within the same time limitation applicable to the bond principal.

<sup>(</sup>b) No action based upon tort, contract or otherwise may be brought against any person for an act or omission of such person in the design, planning, supervision, observation or management of construction, or construction of an improvement to real property after 10 years have elapsed from the time of such act or omission . . .

- (14.) Contractor shall provide WSD with all documents requested by WSD thereby enabling WSD to respond timely to any request to WSD for documents pursuant to the Freedom of Information Act.
- (15.) Contractor, at Contractor's expense, will obtain and maintain all necessary permits and licenses.
- (16.) In an effort to resolve any conflicts that arise under this Agreement, prior to commencing litigation all disputes between the WSD and Contractor arising out of or relating to this Agreement shall be submitted to non-binding mediation. After such non-binding mediation and, unless the parties agree to submit to binding arbitration, any claims, disputes, liabilities of the parties or other matters between WSD and Contractor shall be resolved in the Circuit Court of DuPage County, Illinois in accordance with Illinois law.
- (17.) All payments due Contractor shall be processed by WSD consistent with WSD's usual and customary payment procedures.
- (18.) THIS "TERMS OF CONTRACT WITH CONSTRUCTION CONTRACTOR" (TERMS) ARE EXECUTED ON THE DATES STATED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND ANY OTHER PROVISIONS OF THE AGREEMENT, THESE TERMS CONTROL. THIS PARAGRAPH IS STATED IN ALL CAPITAL LETTERS AND IS INITIALED AS CONFIRMATION OF THE PARTIES' UNDERSTANDING OF THE PRECEDENCE THESE TERMS TAKE OVER ANY OTHER PROVISIONS OF THE CONTRACT DOCUMENTS.

	Contractor (Initial)	WSD (Initial)				
	Date Initialed:	Date Initialed:	-			
	(CONTRACTOR)	WHEATON SANITARY	Z DISTRICT			
		By:Matthew A. Lars				
Title: Date Signed	: , 202	Executive Direct  Date Signed:	or , 202			

 $RAR: flh\ 6/28/19\ \text{M:} \\ \text{WHEATONSANITARYDISTRICT} \\ \text{Terms of Contract With Construction Contractor.} \\ \text{documents} \\ \text{M:} \\ \text{Construction Contractor.} \\ \text{documents} \\ \text{M:} \\ \text{M$ 



# **SAMPLE**Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number						
Wheaton Sanitary District	DuPage	Spring Brook #1	N/A						
Bond information to be returned to Local Public Agency at 1S649 Shaffner Road Wheaton, IL 60189									
		Complete Address							
We,	Contractor's Name	and Address							
a/an organized unc	ler the laws of the State o		NCIPAL, and						
		State							
	Surety Name and								
as SURETY, are held and firmly bound unto the a	bove Local Public Agenc	y (thereafter referred to as "LPA") in	the penal sum of						
	-	be paid to said LPA, the payment o	f which we bind ourselves,						
successors and assigns jointly to pay to the LPA t	his sum under the conditi	ions of this instrument.							
WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, 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 lamages to any person, 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.  NOW, THEREFORE, if the said Principal shall 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, lirect 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 LPA and its awarding authority 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 shall be void;									
IN TESTIMONIV WHEREOF the soid PRINCIPAL	and the said SUDETY h	ave equal this instrument to be significant	and by their reenestive						
IN TESTIMONY WHEREOF, the said PRINCIPAL agents this day of	. and the sald SURETT II	ave caused this institutient to be sig	Jued by men respective						
Day Month and Year	_								
	PRINCIPA	L							
Company Name		company Name							
By	By		Dete						
Signature & Title [	Date S	ignature & Title	Date						
lL Attest	Λ+	test							
		iesi ignature & Title	Date						
		-							

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL				
COUNTY OF				
<b>[</b> ,	a Notar	v Public in :	and for said	county, do hereby certify that
Notary Name	, a Notai	y i ubile iii e	and for Said	county, do hereby certify that
·				
	Insert name of Individual	ls signing or	n behalf of F	PRINCIPAL
	is day in person and ackno	wledged re		e subscribed to the foregoing instrument on behalf that he/she/they signed and delivered said
Given under my hand and notarial	seal this da	y of		
•	Day		Month, Year	
				Notary Public Signature
(SEAL)				
				Date commission expires
	;	SURETY		
Name of Surety			Title	
		By:		
		,		
STATE OF IL				
COUNTY OF				
COUNTY OF				
I,	, a Notar	y Public in a	and for said	county, do hereby certify that
Notary Name				
				OUDETY
	Insert name of Individua			
				e subscribed to the foregoing instrument on behalf at he/she/they signed and delivered said instrument
freely and voluntarily for the uses and p	ourposes therein set forth.	ougou roop	oouvory, are	at horono, thoy digned and donvered data mediament
Given under my hand and notarial	seal this da	ay of		
Given under my hand and notalial	Day		/lonth, Year	·
				Notary Public Signature
(SEAL)				
				Date commission expires
Approved this day of				
Day	Month, Year			
•				
Attest:				
Local Public Agency Clerk Signature	Date	Διλ	arding Auth	ority
Local 7 ability Gloric Orginature	Date		_	anitary District
				•
		Aw	arding Auth	ority Signature Date
Local Public Agency Type	erk			
Local i abilo Agorioy Type				

### DuPage County Prevailing Wage Rates posted on 7/15/2022

						Overtime								
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		47.40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1.5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49.75	51.75	2.0	1.5	2.0	2.0	17.08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
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		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1.40
ELECTRIC PWR GRNDMAN	All	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1.10
ELECTRIC PWR LINEMAN	All	ALL		57.17	64.89	1.5	1.5	2.0	2.0	7.00	16.01	0.00	1.43	1.72
ELECTRIC PWR TRK DRV	All	ALL		37.86	64.89	1.5	1.5	2.0	2.0	7.00	10.61	0.00	0.95	1.14
ELECTRICIAN	All	BLD		43.08	47.33	1.5	1.5	2.0	2.0	13.60	27.57	7.13	1.20	
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	NE	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
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		48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
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		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE MASON	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
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	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55	
ORNAMENTAL IRON WORKER	Е	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
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		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09	
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58	
ROOFER	All	BLD		47.80	51.80	1.5	1.5	2.0	2.0	11.58	14.71	0.00	0.96	
SHEETMETAL WORKER	All	BLD		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
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	Е	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
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		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10	
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03	
TERRAZZO MASON	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07	
TILE MASON	All	BLD		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10	
TRUCK DRIVER	All	ALL	1	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07	

#### <u>Legend</u>

**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 Worker I

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

#### TRAFFIC SAFETY WORKER II

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS TECHNICIAN

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 Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

**OPERATING 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 Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the

mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

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

#### LANDSCAPING

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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



### **Check Sheet for Recurring Special Provisions**



Local Public Agency	County	Section Number
Wheaton Sanitary District	DuPage	N/A

☐ Check this box for lettings prior to 01/01/2022.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

#### Recurring Special Provisions

Chec	k Sheet #	Reference Page No.
1	Additional State Requirements for Federal-Aid Construction Contracts	1
2	Subletting of Contracts (Federal-Aid Contracts)	4
3	☐ EEO	5
4	Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	Required Provisions - State Contracts	20
6	☐ Asbestos Bearing Pad Removal	26
7	☐ Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	☐ Temporary Stream Crossings and In-Stream Work Pads	28
9	Construction Layout Stakes	29
10	Use of Geotextile Fabric for Railroad Crossing	32
11	☐ Subsealing of Concrete Pavements	34
12	☐ Hot-Mix Asphalt Surface Correction	38
13	Pavement and Shoulder Resurfacing	40
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15	☐ Polymer Concrete	43
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20	☐ English Substitution of Metric Bolts	51
21	Calcium Chloride Accelerator for Portland Cement Concrete	52
22	Quality Control of Concrete Mixtures at the Plant	53
23	Quality Control/Quality Assurance of Concrete Mixtures	61
24	☐ Digital Terrain Modeling for Earthwork Calculations	77
25	☐ Preventive Maintenance - Bituminous Surface Treatment (A-1)	79
26	☐ Temporary Raised Pavement Markers	85
27	Restoring Bridge Approach Pavements Using High-Density Foam	86
28	☐ Portland Cement Concrete Inlay or Overlay	89
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30	☐ Longitudinal Joint and Crack Patching	96
31	Concrete Mix Design - Department Provided	98
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Local Public Agency	County	Section Number
Wheaton Sanitary District	DuPage	N/A

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

#### Local Roads And Streets Recurring Special Provisions

Check Sheet #		Page No.	
LRS 1		Reserved	101
LRS 2		Furnished Excavation	102
LRS 3		Work Zone Traffic Control Surveillance	103
LRS 4		Flaggers in Work Zones	104
LRS 5		Contract Claims	105
LRS 6	×	Bidding Requirements and Conditions for Contract Proposals	106
LRS 7		Bidding Requirements and Conditions for Material Proposals	112
LRS 8		Reserved	118
LRS 9		Bituminous Surface Treatments	119
LRS 10		Reserved	123
LRS 11	×	Employment Practices	124
LRS 12	×	Wages of Employees on Public Works	126
LRS 13	×	Selection of Labor	128
LRS 14		Paving Brick and Concrete Paver Pavements and Sidewalks	129
LRS 15	×	Partial Payments	132
LRS 16		Protests on Local Lettings	133
LRS 17		Substance Abuse Prevention Program	134
LRS 18		Multigrade Cold Mix Asphalt	135
LRS 19		Reflective Crack Control Treatment	136

#### **SPECIAL PROVISIONS**

The following Special Provisions supplement the Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheets included herein which apply to and govern the proposed improvement designated as **Spring Brook #1 Stream Bank Stabilization**, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern. The referenced IDOT Standard Specifications can be downloaded at no cost here:

http://www.idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/consultants-resources/

#### PUBLIC ACT 96-1064 BUSINESS ENTERPRISE PROGRAM

This project is subject to Public Act 96-1064 Business Enterprise Program which mandates participation by minority business enterprises (MBEs) and women business enterprises (WBEs) as described in the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105).

In compliance with the Illinois Compiled Statutes Chapter 30 – Finance 30 ILCS 575/ - Business Enterprise for Minorities, Females and Persons with Disabilities Act, not less than 10% of the total dollar amount of this contract shall be completed by MBEs and/or WBEs.

The Contractor shall submit signed monthly statements documenting invoices from and payments to MBE and WBE Subcontractors and suppliers. Lien Waivers from all MBE and WBE Subcontractors and suppliers shall also be submitted as documentation of compliance with these requirements as work progresses.

#### ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/Art. 20)

This project is subject to the Illinois Works Jobs Program Act which mandates compliance with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 15 IL Administrative Code Part 680). Apprentices shall perform 10% of the total labor hours worked in each Prevailing Wage classification.

The Contractor shall submit signed monthly statements demonstrating progress toward achieving this requirement.

#### **DEFINITION OF TERMS**

Terminology shall conform to Section 101 Definition of Terms of the Standard Specifications except as modified herein.

Modify Article 101.14 as follows: Department shall refer to the Wheaton Sanitary District.

Add the following to Article 101.15: Standard Specifications. The Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein.

Modify Article 101.16 as follows: Engineer. The Wheaton Sanitary District's authorized representative.

#### **CONTROL OF WORK**

Comply with Section 105 Control of Work of the Standard Specifications except as modified herein.

Add the following to Article 105.03 Conformity with Contract: it is made explicitly clear that the Contractor shall be solely responsible for Quality Control (QC) as necessary to ensure all work is completed in conformance with the plans and specifications. The Contractor shall complete testing, measurements, or other methods acceptable to the Engineer. Provide written documentation of same to the Engineer demonstrating compliance with the plans and specifications. The Engineer will conduct spot checks, random tests, etc. for Quality Assurance (QA). Failure of the Engineer to bring the Contractor's attention to non-conforming work does not relieve the Contractor of their responsibility to complete all work in conformance with the Plans and Project Manual.

Replace Article 105.09 Survey Control Points with the following: A Reference Benchmark is indicated on the plans. It shall be the Contractor's responsibility to recover and maintain this, and others as convenient or necessary, survey control during construction. The Contractor shall provide all layout for the Engineer's approval. The Engineer reserves the right to make minor field adjustments to the layout with no changes in price or time.

#### **CONTROL OF MATERIALS**

Comply with Section 106 Control of Materials of the Standard Specifications except as modified herein.

The Contractor's shall submit in writing to the Engineer manufacturer's and/or supplier's product literature and information demonstrating that all materials to be incorporated into the work comply with contract requirements. Any materials incorporated into the work without the

Engineer's approval may not be measured for payment, and may be subject to removal and replacement by the Contractor at no additional cost to Wheaton Sanitary District.

Add the following to Article 106.01 Source of Supply and Quality Requirements: it is made explicitly clear that the Contractor shall be solely responsible for Quality Control (QC) as necessary to ensure all materials are in conformance with the plans and specifications. The Contractor shall complete testing, obtain material certifications from suppliers, or other measures acceptable to the Engineer. Provide written documentation of same to the Engineer demonstrating compliance with the plans and specifications. The Engineer will conduct spot checks, random tests, etc. for Quality Assurance (QA). Failure of the Engineer to bring the Contractor's attention to non-conforming material does not relieve the Contractor of their responsibility to complete all work in conformance with the plans and specifications.

#### LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Comply with Section 107 Legal Regulations and Responsibility to the Public of the Standard Specifications except as modified herein.

Add the following to Article 107.04 Permits and Licenses: The construction site activities of this project shall be conducted by the Contractor in compliance with the following permits and approvals issued for this project:

- Reginal Permit 10 (RP10) issued by the U.S. Army Corps of Engineers (USACE) including instream work plan to be prepared by the Contractor
- Soil Erosion and Sediment Control (SESC) approval from the Kane DuPage Soil and Water Conservation District (KDSWCD)
- Stormwater Certification and Building Permit issued by DuPage County

The Engineer will provide copies of the listed permits and approvals to the Contractor after project award.

Contractor shall obtain a Road Use Permit from the Winfield Township Road District prior to commencement of construction for work/encroachment on Township right-of-way. Road Use Permit must include a \$50.00 processing fee and a \$5,000.00 fully refundable cash bond.

NPDES PERMIT: The general construction site activities of this project shall be conducted by the Contractor in compliance with the Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination System (NPDES) ILR10 permit issued for this project. The Contractor shall prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for NPDES coverage. The Contractor shall pay all application fees to IEPA for NPDES coverage. The cost of fees shall be incidental to all other work and no additional compensation will be allowed.

The Contractor shall be responsible for completing all weekly and post-rainfall inspections. Reports describing the results of all inspections shall be prepared by the Contractor and filed in the SWPPP. Reports shall be completed within 24 hours of each inspection. The Contractor shall be responsible for all supplemental documentation required by the NPDES permit including but not necessarily limited to Incidence of Noncompliance (ION), Change of Information (COI), and Notice of Termination (NOT). Said documents shall be submitted to the Engineer for review and approval prior to submittal to IEPA by the Contractor. The Contractor shall implement and maintain erosion and sediment control measures necessary for compliance with the NPDES permit throughout the duration of the work. The Contractor will be solely responsible for compliance with the NPDES permit during the duration of the Contract. A copy of the signed SWPPP, all inspection reports, and other required documents shall be kept on the construction site at all times by the Contractor. The Contractor shall maintain the SWPPP including but not necessarily limited to revisions and other updates as changes are made during construction. The Contractor shall make the SWPPP, all inspection reports, and other referenced documents available upon request by the Engineer or regulatory agencies during construction. The Contractor is solely responsible for compliance with the NPDES permit during the duration of the Contract

Effective October 2, 2020, all Illinois EPA General NPDES Permits for Stormwater Discharges From Construction Site Activities (CGP) will be migrated to the Central Data Exchange (CDX), the USEPA's electronic reporting site. Registration for new accounts can be found at: <a href="https://cdxnodengn.epa.gov/net-cgp/action/login">https://cdxnodengn.epa.gov/net-cgp/action/login</a>. Follow the step-by-step instructions provided below or contact the EPA Stormwater Coordinator for assistance. The CDX coordinator can be reached by email at <a href="mailto:Melissa.parrott@illinois.gov">Melissa.parrott@illinois.gov</a> or <a href="mailto:terri.lemasters@illinois.gov">terri.lemasters@illinois.gov</a> or by phone at (217) 782-0610.

The steps needed to gain access to the CDX are below.

#### https://cdxnodengn.epa.gov/net-cgp/douments/CGP\_SUR\_Guide.pdf

#### **Step 1: Register for CDX Account**

- Go to: <a href="https://cdxnodengn.epa.gov/net-cgp/action/login">https://cdxnodengn.epa.gov/net-cgp/action/login</a>
- Select create a new account
- Select Preparer (Individual who will be viewing and editing forms. Preparers are not authorized to sign and certify forms.
- Fill out all required information and click Submit. Confirm that the information is correct.
- Submit Request for Access An access code will be emailed to you for verification –
   Enter the access code you are now approved to login to NETCGP.

#### Step 2: Request Access to Permit

- Sign in <a href="https://cdxnodengn.epa.gov/net-cgp/action/login">https://cdxnodengn.epa.gov/net-cgp/action/login</a>
- From MyCDX Tab click on Preparer for the Program Service of NETCGP: NeT –
   NPDES Stormwater Construction General Permit.
- Click Request Permissions to an existing NOI Search for this NPDES ID (permit Number). Click Request Permissions for this NPDES ID and Project/Site. Preparer should request View and Edit only. IEPA will be notified of the request and you will

receive a copy of the request email. After permission requests have been approved, you will receive an email granting permissions with instructions to log in and, after launching the CGP application, the project/site will be listed on the NeT CGP home page. Information on using the NPDES eReporting Tool (NeT) can be found on the following website: <a href="https://epanet.zendesk.com/">https://epanet.zendesk.com/</a>

#### **Step 3: Begin Using NeT NPDES**

Once you have been granted access, you are able to enter. Complete reporting
and documentation work as described above in cooperation with the Engineer.
For information on any of the related activities, view EPA training materials at the
website listed above.

Additional information can be found at:

https://www2.illinois.gov/epa/topics/forms/water-permits/storm-water/Pages/construction.aspx

IN-STREAM WORK PLAN: Work within wetlands and Waters of the U.S. shall conform to the requirements of permits issued by the U.S. Army Corps of Engineers (USACE). The Contractor shall prepare an in-stream work plan for all work in wetlands and Waters of the U.S. The in-stream work plan shall be submitted to the Engineer for review and preliminary approval. The Contractor shall then submit their in-stream work plan to the KDSWCD and other regulatory agencies as may be required by permit conditions for acceptance prior to the start of in-stream work. The Contractor shall make revisions to their in-stream work plan required by the KDSWCD and other regulatory agencies. The Contractor shall implement their in-stream work plan after it has been accepted by the KDSWCD and other regulatory agencies. The Contractor is solely responsible for compliance with their in-stream work plan and any KDSWCD and other regulatory agencies requirements during the duration of in-stream Work.

Add the following to Article 107.09 Public Convenience and Safety: Hours of work shall be limited 7:00 a.m. to 7:00 p.m. Monday through Saturday, excluding legal holidays as defined in the Standard Specifications.

Add the following to the second paragraph of Article 107.20 Protection and Restoration of Property: The Contractor shall limit their activities, haul routes, temporary staging areas, and vehicular access throughout the site as shown on the plans or as approved by the Engineer. The Contractor shall plan their work to minimize on-site and off-site disturbances, and shall proactively manage noise, dust, vehicular traffic, and other disturbances to the satisfaction of the Engineer.

Add the following to Article 107.20: The Contractor shall maintain conveyance of all flows during construction of this project. When existing drainage facilities are disturbed, the Contractor shall provide and maintain temporary inlets, outlets, and connections for all private and public drains, sewers, culverts, and other drainage facilities. The Contractor shall provide facilities to take in all storm water which will be received by these drains and sewers, and discharge the same. The Contractor shall provide and maintain a pumping plant, if necessary, and a temporary outlet and be prepared at all times to dispose of water received from these temporary connections until such time that they are no longer necessary or permanent drainage facilities are in service.

Add the following to the last paragraph of Article 107.20: The cost of all materials and equipment required and all labor necessary to comply with the above Provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract; no additional compensation will be allowed.

Article 107.26 Indemnification. In addition to the requirements of this Article, for any activity occurring on an easement or any other property not owned by the Wheaton Sanitary District, the indemnification shall also be extended to the property owners and any tenants thereon.

Replace the insurance requirements stipulated in Article 107.27 Insurance with the insurance requirements stipulated in the Terms of Contract with Construction Contractor included herein.

Article 107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. In addition to the requirements of this article, the Contractor is to be aware of and protect existing infrastructure. Such infrastructure may include, but is not necessarily limited to, inlets, underdrains, culverts, storm sewers, electric lines, water lines, and related improvements. Any utility locations depicted on the plans are for informational purposes only and are not guaranteed; the Contractor shall make their own investigations and adjust their work accordingly to avoid impacting infrastructure.

#### **DEMOLITION AND DISPOSAL OF CONSTRUCTION DEBRIS**

General. The Contractor shall complete all demolition as shown on the plans and as necessary for the work. Work shall conform to Sections 201 and 501 of the Standard Specifications except as modified herein.

The Contractor shall comply with all IEPA requirements regarding the certification and disposal of debris including general construction debris, demolition debris, waste, and clean construction demolition debris.

Method of Measurement. Demolition and disposal of construction debris will not be measured for payment.

Basis of Payment. The cost of demolition and construction debris disposal will not be paid for separately but shall be included in the various items of work.

#### TRAFFIC CONTROL AND PROTECTION

Description. This work includes the use of barricades, signs, and other traffic control devices as necessary to protect pedestrians, cyclists, and vehicles from all aspects of the work during the like of the project. Traffic control and protection shall be in accordance with this Special Provision; Section 701 Work Zone Traffic Control and Protection of the Standard Specifications; the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways;" any special details contained

in the Plans or referenced Highway Standards; and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS check sheet LRS3 Special Provision for Work Zone Traffic Control Surveillance.

Special attention is called to Article 107.09 and the following Highway Standards.

701001	Off-Road Operations, 2L, 2W, More Than 15 ft Away		
701006	Off-Road Operations, 2L, 2W, 15' to 24" From Pavement Edge		
701011	Off-Road Moving Operations, 2L, 2W, Day Only		
701101	Off-Road Operations, Multilane, 15' to 24" From Pavement Edge		
701106	Off-Road Operations, Multilane, More Than 15' Away		
701301	Lane Closure, 2L, 2W, Short Time Operations		
701311	Lane Closure, 2L, 2W, Moving Operations – Day Only		
701421	Lane Closure, Multilane, Day Operations Only, For Speeds >45 MPH to 55 MPH		
701501	Urban Lane Closure, 2L, 2W, Undivided		
701502	Urban Lane Closure, 2L 2W, With Bidirectional Left Turn Lane		
701601	Urban Lane Closure, Multilane, 1 W or 2W With Nontraversable Median		
701602	Urban Lane Closure, Multilane, 2W With Bidirectional Left Turn Lane		
701606	Urban Single Lane Closure, Multilane, 2W With Mountable Median		
701701	Urban Lane Closure, Multilane Intersection		
701801	Sidewalk, Corner or Crosswalk Closure		
701901	Traffic Control Devices		

The Contractor is hereby notified that portions of this site may remain open to the public during construction. The Contractor shall be solely responsible for protecting the public from the Contractor's construction activities until final completion. The furnishing, placing, and removal of any temporary barrier, warning device, and/or signage necessary to protect public health, safety, and welfare from construction shall be included whether or not show on the plans or otherwise specified.

Method of Measurement. Traffic control and protection will not be measured for payment.

Basis of Payment. This work will not be paid for separately but shall be included in the various items of work.

#### **MOBILIZATION**

Mobilization shall conform to Section 671 Mobilization of the Standard Specifications.

#### TREE REMOVAL AND TRIMMING

Tree removal and Trimming shall conform to Section 201 of the Standard Specifications except as modified herein.

#### SPRING BROOK #1 STREAM BANK STABILIZATION WHEATON SANITARY DISTRICT

Modify the first sentence of Article 201.01 Description as follows: This work shall consist of performing the following items within the limits of work as shown on the Plans and as directed by the Engineer.

Add the following to Article 201.01 (a) Clearing: Clearing shall include the removal and disposal of all debris within the project limits regardless of whether the area will be excavated.

Add the following to Article 201.04 Tree Removal: No tree removals, trimming, or brush cutting will be permitted between May 1 and August 30 due to the potential presence of an endangered bird species within the project area.

Omit Articles 201.05 (a) Temporary Fencing and 201.05 (b) Tree Truck Protection.

Omit Articles 201.06 (a) (1) Fertilizer Nutrients and 201.06 (a) (2) Supplemental Watering.

Modify Article 201.06 (b) Tree Pruning. Branch pruning may be completed outside of the specified window with Engineer's approval.

Modify Article 201.10 Method of Measurement. Plan quantity shall be used for all work included in this Special Provision.

Modify Article 201.11 Basis of Payment. The cost of Tree Removal and Trimming will be paid for at the unit price per acre for TREE REMOVAL in the Schedule of Prices.

#### **TEMPORARY HAUL ROAD (14' WIDE X 230' WOOD MATS)**

Description: Work includes furnishing, installing, maintaining, staging, and removing timber matting to be used as a temporary haul road on non-paved surfaces.

Materials: Timber matting shall be TerraLam mats by Sterling Solutions LLC or approved equal.

General: Temporary haul route shall be constructed of timber matting used to minimize soil disturbance and compaction whenever a haul route traverses a non-paved surface or as directed by the Engineer. Work shall conform to manufacturer's recommendations and shall at all times be acceptable to the Engineer. Remove and replace any damaged matting that no longer meets the requirements of this special provision.

Method of Measurement: Temporary haul road shall be measured for payment in place along the longitudinal centerline of the timber matting. Each complete Temporary Haul Road must be 14' in width x 230' in length to qualify for measurement. Shorter lengths may be necessary and will be measured for payment in fractions of a complete Temporary Haul Route (e.g., 46' equal to 0.2 Temporary Haul Route) as long as the width of 14' is maintained. Any Temporary Haul Route less than 14' in width will not be measured for payment unless approved by the Engineer.

Basis of Payment: The cost of Temporary Haul Road (14' Wide x 230' Wood Mats) will be paid for at the unit price per each for TEMPORARY HAUL ROAD in the Schedule of Prices.

#### SILT CURTAIN PLACEMENT, MAINTENANCE AND STAGING

Description: Work includes furnishing, installing, maintaining, staging, and removing floating silt curtain as shown on the Plans and as directed by the Engineer.

Materials: As indicated on the Plans and as approved by the Engineer.

General: Silt curtain to be installed prior to land disturbing activities that could result in a discharge of sediment or debris into Waters of the U.S. Work shall conform to manufacturer's recommendations and shall at all times be acceptable to the Engineer. Remove and replace any damaged silt curtain that no longer meets the requirements of this special provision. Sediment and/or debris trapped by the silt curtain shall be removed and properly disposed of prior to removal of the silt curtain; sediment and/or debris trapped by the silt curtain shall not be returned to the waterway.

Method of Measurement: Silt curtain placement, maintenance and staging will be measured for payment in place along the top centerline of the in-place installation. Any overlapped, bunched up, or otherwise unused and nonfunctioning material will not be measured for payment.

Basis of Payment: The cost of Silt Curtain Placement, Maintenance and Staging will be paid for at the unit price per linear foot for SILT CURTAIN in the Schedule of Prices.

#### **ROLLED EROSION CONTROL PRODUCT**

Description: Work includes furnishing, installing, maintaining, and removing a straw wattle or rolled excelsior product staked in place to intercept a sheet flow of water borne sediment and prevent it from leaving the construction area or discharging into Waters of the U.S.

Materials: As indicated on the Plans and as approved by the Engineer.

General: Work shall conform to manufacturer's recommendations and shall at all times be acceptable to the Engineer. Remove and replace any damaged rolled erosion control product that no longer meets the requirements of this special provision. Sediment and/or debris trapped by the rolled erosion control product shall be removed and properly disposed of prior to removal of the rolled erosion control product.

Method of Measurement: Rolled erosion control product will be measured for payment in place along the top centerline of the in-place installation.

Basis of Payment: The cost of Rolled Erosion Control Product will be paid for at the unit price per linear foot for ROLLED EROSION CONTROL in the Schedule of Prices.

#### **HIGH VISIBILITY CONSTRUCTION FENCE**

Description: Work includes furnishing, installing, maintaining, and removing high visibility construction fence supported by metal posts.

Materials: Fence fabric shall be 4 feet tall, standard heavy-duty orange colored plastic safety fence with an open area of approximately 50%. Fence posts shall be standard metal t-posts not less than 6 feet long. Ties to secure fence fabric to posts shall be plastic zip-types, wire, or similar material approved by the Engineer.

General: High visibility construction fence shall be installed as indicated on the Plans and as directed by the Engineer. Fence posts shall be driven not less than 18 inches into the ground, spaced not more than 6 feet on center, and shall be maintained in an upright plumb position. Fence fabric to be secured to posts with a minimum of three ties per post.

Method of Measurement: High visibility construction fence will be measured for payment in place along the centerline of the in-place installation from post to post. Any sags or gapes in fence fabric will not be included in the measurement.

Basis of Payment: The cost of High Visibility Construction Fence will be paid for at the unit price per linear foot for HIGH-VIS FENCE in the Schedule of Prices.

#### **SILT FENCE (AS NEEDED)**

Description: Work includes furnishing, installing, maintaining, and removing silt fence to intercept a sheet flow of water borne sediment and prevent it from leaving the construction area or discharging into Waters of the U.S.

Materials: As indicated on the Plans and as approved by the Engineer.

General: Work shall conform to the Plans and shall at all times be acceptable to the Engineer. Remove and replace any silt fence that no longer meets the requirements of this special provision. Sediment and/or debris trapped by the silt fence shall be removed and properly disposed of prior to removal of the silt fence.

Method of Measurement: Silt fence will be measured for payment in place along the top centerline of the in-place installation.

Basis of Payment: The cost of Silt Fence (As Needed) will be paid for at the unit price per linear foot for SILT FENCE in the Schedule of Prices.

#### **EARTH EXCAVATION AND HAUL OFFSITE**

Description: This work includes all earth and rock excavation, shaping, and haul off and disposal of spoils necessary to complete the project in substantial conformance with the plans. This work shall conform to the requirements of Section 203 Channel Excavation of the Standard Specifications except as modified herein.

Modify Article 203.03 Clearing, Tree Removal, and Protection of Existing Plant Material as follows: Prior to the start of excavation operations, all clearing, tree removal, and protection of existing plant materials shall be performed according to the Tree Removal and Trimming special provision. Erosion and sediment control practices including but not necessarily limited to Temporary Haul Road, Silt Curtain Placement, Rolled Erosion Control Product, and Silt Fence shall be in place prior to the commencement of excavation.

Add the following to Article 203.04 Excavation: The Contractor shall remove and properly dispose of all surplus material resulting from excavation operations. Other than where specifically called for in the plans, there shall be no temporary or permanent fills placed within Regulatory Floodway or Floodplain, wetlands, or waters. Direct loading of excavated material into trucks may be required. Any excavation volumes given on the plans are for the Contractor's convenience and are not guaranteed. The Contractor shall make their own assessment of excavation, haul off, and disposal as necessary to construct the project to the lines and grades given on the Plans. The cost of haul off and disposal shall be included in the work.

Modify Article 203.05 Method of Measurement as follows: Excavation will be measured for payment in place in linear feet of excavation as shown on the plans. For purposes of this contract, the estimated total length of stream bank to be excavated by Plan sheet is as follows.

Sheet No.	Station	Side	Linear Feet of Excavation
5	0+00 to 5+00	West	375'
5	0+00 to 5+00	East	400'
6	5+00 to 11+00	West	350'
6	5+00 to 11+00	East	515′
7	11+00 to 17+00	West	135'
7	11+00 to 17+00	East	280'
8	17+00 to 23+00	West	125'
8	17+00 to 23+00	East	110'
9	23+00 to 26+50	West	275'
9	23+00 to 26+50	East	15'

Modify Article 203.06 Basis of Payment as follows: This work will be paid for at the unit price per linear foot for STREAMBANK GRADING in the Schedule of Prices.

#### 12 OZ NONWOVEN GEOTEXTILE FABRIC

12 Oz Nonwoven Geotextile Fabric shall conform to Section 282 of the Standard Specifications except as modified herein.

Modify Article 282.02 Materials as follows: A nonwoven geotextile fabric made up of polypropylene fibers meeting the following Minimum Average Roll Values such as TerraTex N12E manufactured by Hanes Geo Components or approved equal.

1. Weight: 12.0 oz/square yard

Grab Tensile: 330 lbs
 Trapezoidal Tear: 125 lbs
 Permeability: 0.30 cm/sec
 AOS: 100 US Std. Sieve

Modify Article 282.09 Basis of Payment. The cost of 12 Oz Nonwoven Geotextile Fabric will be paid for at the unit price per square yard for GEOTEXTILE FABRIC in the Schedule of Prices.

#### **RIPRAP RR3**

Description: Work shall conform to Section 281 of the Standard Specifications except as modified herein.

Modify Article 281.02 Materials as follows: Riprap shall be limestone meeting the requirements of Article 1005.01, Quality A, gradation RR 3. Broken concrete will not be allowed.

Add the following to Article 281.04 Placing: Filter fabric will be required under all stone riprap. Riprap shall be placed to the lines, grades, and thicknesses shown on the plans. The minimum thickness of the riprap section shall be 8 inches.

Modify Article 281.06 Method of Measurement as follows: Riprap will be measured for payment in place based upon weight tickets provided by the Contractor for each load. The Engineer reserves the right to conduct yield checks. If the Engineer determines more material than specified is being placed by the Contractor through yield checks, the theoretical yield may be used for measurement.

Modify Article 281.07 Basis of Payment as follows: The cost of Riprap RR3 will be paid for at the unit price per ton for RIP RAP RR3 in the Schedule of Prices.

#### 8" TOPSOIL FURNISH AND PLACE

8" Topsoil Furnish and Place shall conform to Section 211 of the Standard Specifications except as modified herein.

#### SPRING BROOK #1 STREAM BANK STABILIZATION WHEATON SANITARY DISTRICT

Modify the first sentence of Article 211.02 Materials as follows: The Contractor shall furnish clean topsoil meeting the requirements of Article 1081.05(a).

Modify Article 211.03 Furnishing and Excavating Topsoil. All topsoil shall be furnished from off-site sources.

Modify Article 201.10 Method of Measurement. Topsoil shall be measured for payment in place based upon truck counts or shipping tickets provided by the Contractor for each load. The Engineer reserves the right to conduct yield checks. If the Engineer determines more material than specified is being placed by the Contractor through yield checks, the theoretical yield may be used for measurement.

Modify Article 201.11 Basis of Payment. The cost of 8" Topsoil Furnish and Place will be paid for at the unit price per cubic yard for TOPSOIL F&P 8" in the Schedule of Prices.

#### SEEDING SIDE SLOPES SEEDING TOP OF BANKS

Description: This work consists of seed bed preparation, and furnishing and planting seed. All work shall conform to Section 250 of the Standard Specifications except as modified herein.

Modify Article 250.02 Materials as follows: All seed quantities shall be provided as pure live seed (PLS); adjust bulk quantities as necessary to achieve PLS rates.

Modify Article 250.04 Fertilizer and Agricultural Ground Limestone Application as follows: Fertilizer and agricultural ground limestone are not required.

Add the following to Article 250.05 Seed Bed Preparation: All areas to be seeded shall be worked to eliminate crusting, glazing, and compaction to create a seedbed suitable for germination and growth of vegetation. Existing herbaceous weeds, and woody weeds including, but not limited to, buckthorn (*Rhamnus* spp.) and sandbar willow (*Salix interior*) less than six inches (6") diameter at breast height, debris, gravel, and other foreign matter shall be removed and properly disposed of by the Contractor.

Modify Article 250.06 Seeding Methods as follows: Contractor shall work to ensure even and thorough distribution of seed. Seed shall be lightly incorporated into the topsoil. Seeding method(s) shall be subject to Engineer's review and approval.

Add the following to Article 250.07 Seeding Mixtures: Seed mixtures shall be as specified on the plans. Planting times shall be January 1 to June 15 and October 15 to December 31. Neither soil preparation nor seeding shall be conducted when the ground is inundated, snow is present, or the ground is frozen or otherwise unworkable, as determined by the Engineer.

Omit Article 250.08 Selective Mowing Stakes. Selective mowing stakes will not be required.

Modify Article 250.09 Method of Measurement as follows: Seeding will be measured for payment in place.

Modify Article 250.10 Basis of Payment as follows: The cost of Seeding Side Slopes will be paid for at the unit price per acre for SEEDING SIDE SLOPES in the Schedule of Prices. The cost of Seeding Top of Banks will be paid for at the unit price per acre for SEEDING TOP OF BANKS in the Schedule of Prices.

#### EROSION CONTROL BLANKET (SIDES OF BANK) EROSION CONTROL BLANKET (TOP OF BANK)

Description: This work consists of furnishing and installing straw erosion control blanket with biodegradable netting. All work shall conform to the requirements of Section 251 Mulch of the Standard Specifications except as modified herein.

Modify Article 251.02 Materials as follows: Erosion Control Blanket (Sides of Bank) shall be 100% biodegradable stitched double net straw blanket such as S150BN by North American Green or approved equal meeting the following requirements: matrix 100% straw, weight 1.85 lbs per square foot. Erosion Control Blanket (Top of Bank) shall be 100% biodegradable stitched single net straw blanket such as S75BN by North American Green or approved equal meeting the following requirements: matrix 100% straw, weight 1.60 lbs per square foot.

Modify Article 251.04 Erosion Control Blanket as follows: Only materials meeting the requirements of this section and approved by the Engineer shall be used. Install erosion control blanket on the same day seed is planted. Follow all of manufacturer's directions including staple pattern and density, keying in, and other requirements for successful application. Re-secure or replace any erosion control blanket that becomes displaced prior to establishment of vegetative cover.

Modify Article 251.06 Method of Measurement as follows: Erosion control blanket will be measured for payment in place. Folds, overlaps, and key ins will not be included; only the actual surface area covered will be measured.

Modify Article 251.07 Basis of Payment as follows: The cost of Erosion Control Blanket (Sides of Bank) will be paid for at the unit price per square yard for ECB SIDES OF BANK in the Schedule of Prices. The cost of Erosion Control Blanket (Top of Banks) will be paid for at the unit price per square yard for ECB TOP OF BANK in the Schedule of Prices.

#### MONITORING AND MAINTENANCE w/ REPORTING (3 YEAR)

Description: Work includes conducting adaptive management activities as necessary to ensure vegetation performance standards in the Plans are met. The Engineer will complete monitoring and reporting.

Definitions. The following terms used in this special provision are defined below.

- A. Herbicide: A chemical compound used to kill weeds, including root system.
- B. Weeds: Ecologically objectionable and undesirable species of vegetation in a given area. Specifically:
  - 1. Any species not native to DuPage County, Illinois, as defined in the text Flora of the Chicago Region (2017) shall be considered a weed.
  - 2. The following low quality and/or aggressive species shall also be considered weeds:
    - a. Acer negundo Boxelder (excluding trees preserved as part of the project)
    - b. Acer saccharinum Silver maple (excluding trees preserved as part of the project)
    - c. Amaranthus hybridus Green amaranth
    - d. Ambrosia spp. Ragweed
    - e. Cornus racemosa Gray dogwood
    - f. Equisetum arvense Horsetail
    - g. Erigeron annuus Annual fleabane
    - h. Juniperus spp. Juniper
    - i. Lactuca canadensis Wild lettuce
    - j. Lepidium virginicum Common peppergrass
    - k. Oxalis stricta Common wood sorrel
    - I. *Plantago rugelii* Red-stalked plantain
    - m. Populus deltoides Cottonwood (excluding trees preserved as part of the project)
    - n. Potentilla norvegica Rough cinquefoil
    - o. Rhus glabra Smooth sumac
    - p. Rhus typhina Staghorn sumac
    - q. Solanum ptychanthum Black nightshade
    - r. Solidago altissima Tall goldenrod
    - s. Solidago canadensis Canada goldenrod
    - t. Toxicodendron radicans Poison Ivy
    - u. Verbena bracteata Creeping vervain

Schedule. Adaptive management shall commence immediately following installation of seed and plants, and shall continue for three years or until all vegetation performance standards are met, whichever is longer.

Materials. All materials used during the completion of this work shall meet or exceed those originally specified for this project or as approved by the Engineer.

Requirements. The Contractor shall conduct adaptive management within project limits to ensure all are met. The Contractor shall make their own assessments and plan their work accordingly. The Engineer will provide results of monitoring but is not responsible for directing the Contractor's work.

Adaptive management shall be conducted to encourage the growth of desirable species and control the growth of undesirable weeds. The Contractor shall be solely responsible for determining what work, materials, means, and methods are necessary to meet the vegetation performance standards.

- A. Contractor shall guarantee that vegetation performance standards will be met within the given timeframes.
- B. If vegetation performance standards are not met within given timeframes, the Contractor shall perform additional work and/or continue work at their own expense until such time as all vegetation performance standards have been met. Payments may be withheld if vegetation performance standards are not met.
- C. Final acceptance shall be granted after the term of the required monitoring and management has passed and all vegetation performance standards have been met.

Complete management activities, including but not limited to the following, as necessary to meet all vegetation performance standards.

#### A. Herbicide application

- 1. The Contractor shall selectively control weeds with an approved herbicide.
- 2. Care shall be taken not to affect surrounding desirable vegetation. The Contractor shall be required to replace any vegetation affected by their herbicide other than weeds.

#### B. Selective mowing

- 1. Selectively mow or weed whip weeds or cover crop to minimize competition and prevent reseeding.
- 2. Ensure cut vegetation does not drop seed or smother desirable vegetation. Remove and properly dispose of cut vegetation as necessary.
- 3. Care shall be taken not to affect surrounding desirable vegetation. The Contractor shall be required to replace any vegetation affected other than that which was approved.

#### C. Prescribed controlled burning

- 1. Prescribed controlled burning may be employed as a management and weed control tool at the project site with authorization from the Engineer.
- Prior to the commencement of prescribed controlled burning, the Contractor shall compile a burn plan that outlines a plan of action, identifies contingencies, and lists the names and contact information of local emergency agencies. Proper notice of intent to burn shall be given by the Contractor to all affected parties.
- 3. The Contractor shall apply for and receive all required permits prior to the commencement of prescribed controlled burning. Provide copies of permits to the Engineer prior to conducting prescribed controlled burning.

#### D. Seeding

1. Complete supplemental seeding as necessary to achieve performance criteria.

#### E. Planting

1. Complete supplemental planting as necessary to achieve performance criteria.

#### F. Erosion and sediment control

- 1. Repair erosion within the work area including washouts, rills, gullies, and other soil loss as necessary to achieve performance criteria.
- 2. Remove sediment accumulations resulting from erosion which affect performance.

#### G. Watering

 Provide temporary irrigation as necessary during dry periods for seeding and planting work to establish and/or sustain growth necessary to achieve vegetation performance standards.

Method of Measurement: Monitoring and maintenance w/ reporting (3 year) will be measured for payment by vegetation monitoring conducted by the Engineer.

Basis of Payment: The cost of Monitoring and Maintenance w/ Reporting (3 Year) will be paid for at the unit price per year for NATURAL AREA MGMT in the Schedule of Prices. Payment will be made according to the following schedule.

- (a) Initial Payment. Up to 67% of the unit price per year of monitoring and maintenance w/ reporting may be paid during the growing season as adaptive management work is completed.
- (b) Final Payment. Upon completion of monitoring and confirmation that ALL annual vegetation performance standards for the given year have been met, the remaining amount of the annual cost of monitoring and maintenance w/ reporting will be paid. If annual vegetation performance criteria are not met, the remaining amount will be withheld until all such vegetation performance standards are met.

#### **CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS**

Description: This work consists of construction layout and staking, and preparation of as-built drawings demonstrating substantial conformance with the Plans and any approved changes. Construction layout and staking shall conform to the requirements of Check Sheet #9 Special Provision for Construction Layout Stakes of the Standard Specifications except as modified herein.

Modify Check Sheet #9 Special Provision for Construction Layout Stakes – Description as follows: Contractor shall use the Reference Benchmark given on the plans in their layout and staking of the project. Any reference to layout by the Engineer in the Plans shall be considered void and superseded by this special provision.

#### SPRING BROOK #1 STREAM BANK STABILIZATION WHEATON SANITARY DISTRICT

Modify Check Sheet #9 Special Provision for Construction Layout Stakes – Responsibility of the Department as follows: Omit Articles (a) through (h).

Modify Check Sheet #9 Special Provision for Construction Layout Stakes – Responsibility of the Contractor as follows: Omit Articles (b), (c), and (f).

As-Builts. As-built record drawings shall be submitted to the Engineer in digital PDF format. Other materials shall be subject to Engineer's review and approval. As-built record drawings must be prepared under the direct supervision of, and be signed and sealed by, an Illinois licensed Professional Engineer (PE) or Professional Land Surveyor (PLS). As-built record drawings shall include surveyed spot elevations clearly annotated on project grading plans. The spot elevations shall be at a frequency and distribution to adequately illustrate all work was completed in substantial conformance with the approved plans.

Modify Check Sheet #9 Special Provision for Construction Layout Stakes — Measurement and Payment as follows: The cost of Construction Layout, Staking and As-Builts will be paid for at the lump sum price for LAYOUT & AS-BUILTS in the Schedule of Prices. Payment will be made according to the following schedule.

- (a) Initial Payment. As construction layout and staking progresses, up to 50% of the lump sum price for LAYOUT & AS-BUILTS may be paid.
- (b) Final Payment. Upon receipt of approved as-built record drawings, the remaining amount of the lump sum price for LAYOUT & AS-BUILTS will be paid.

#### TREE PROTECTION

Description: Work includes constructing temporary fencing to protect existing trees to remain.

Materials: Fence fabric shall be 4-foot non-treated wood lath snow fence or wire mesh fencing. Posts shall be 6-foot steel posts or 2" x 2" (nom.) wood posts. Ties to secure fence fabric to posts shall be plastic zip-types, wire, or similar material approved by the Engineer

General: The Contractor shall manually erect a temporary fence as designated on the plans or where directed by the Engineer. The temporary fence shall conform to the typical detail on the Plans and as directed by the Engineer. Fence shall be removed after excavation is complete and prior to commencement of seeding operations.

Method of Measurement: Tree protection shall be measured for payment in place as each individual application of tree protection constructed in conformance with contract requirements.

Basis of Payment: The cost of Tree Protection will be paid for at the unit price per each for TREE PROTECTION in the Schedule of Prices.

#### NATIVE TREES NATIVE SHRUBS

Description: This work consists of furnishing and planting woody plants. The work shall also include mulching, watering, weeding, and replacements as required. All work shall conform to the requirements of Section 253 Planting Woody Plants of the Standard Specifications except as modified herein.

Add the following to Article 253.02 Materials: Plants shall be true to their species and of the size and condition indicated on the plans. All 5 gallon (i.e., #5 container) shrubs shall be at least 18" in height. All 5 gallon (i.e., #5 container) trees shall be at least 48" in height.

Modify Article 253.11 Mulch Cover as follows: Weed barrier fabric is not required. All plants shall be mulched within 24 hours of planting.

Omit Article 253.12 Wrapping: Wrapping is not required.

Replace Article 253.14 Period of Establishment with the following: 100% of all native trees and shrubs shall be alive at the end of the third year of monitoring and management, or whatever additional time is necessary to meet all vegetative performance standards. During this time, the plants shall ensure a period of establishment. To qualify for final acceptance at the end of the monitoring and management period, plants must be in a live healthy condition representative of their species. Plants that are 50% or more dead, as determined by the Engineer, at any time during the period of establishment shall be removed immediately and replaced during the soonest acceptable planting time at no additional cost. Plant material that is 50% or more dead within 15 days after planting shall be removed and replaced at that time.

Modify Article 253.16 Method of Measurement as follows: Tree and shrub planting will not be measured for payment.

Modify Article 253.17 Basis of Payment as follows: This work will not be paid for separately but shall be included in the various items of work.

#### **PROJECT SIGNAGE**

Description: Project signage will be furnished and installed by Wheaton Sanitary District.

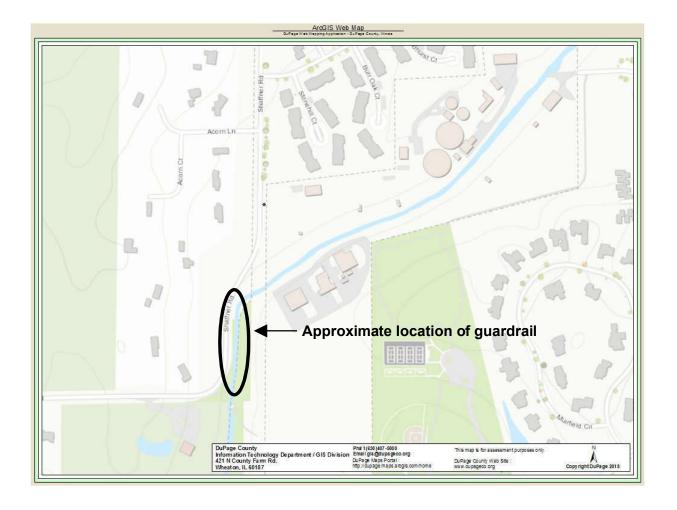
#### **GUARDRAIL**

Description: This work consists of furnishing and installing guard rail and appurtenances. Work shall include the following.

1. 488 feet of Steel Plate Beam Guardrail, Type A, 6 Foot Posts. All work shall conform to the requirements of Section 630 Steel Plate Beam Guardrail of the Standard Specifications

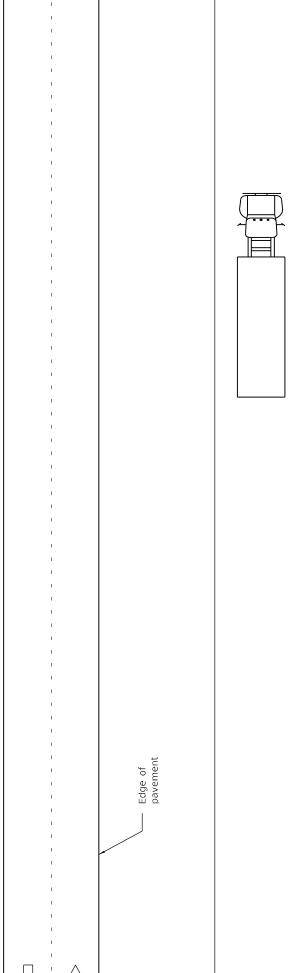
- except as modified herein.
- 1 each Traffic Barrier Terminal, Type 1 (Special) Tangent. All work shall conform to the requirements of Section 631 Traffic Barrier Terminals of the Standard Specifications except as modified herein.
- 3. 39 each Guardrail Markers, Type A and 1 each Terminal Marker-Direct Applied. All work shall conform to the requirements of Section 782 Reflectors of the Standard Specifications except as modified herein.

Location of Work: This work shall be performed on the east side of Shaffner Road adjacent to the project area. General reference map provided below. Specific location per Engineer.



Method of Measurement: Guardrail will not be measured for payment.

Basis of Payment: The cost of Guardrail will be paid for at the unit price per each for GUARDRAIL in the Schedule of Prices.



# TYPICAL APPLICATIONS

Landscaping work

Utility work

Fencing contracts and maintenance

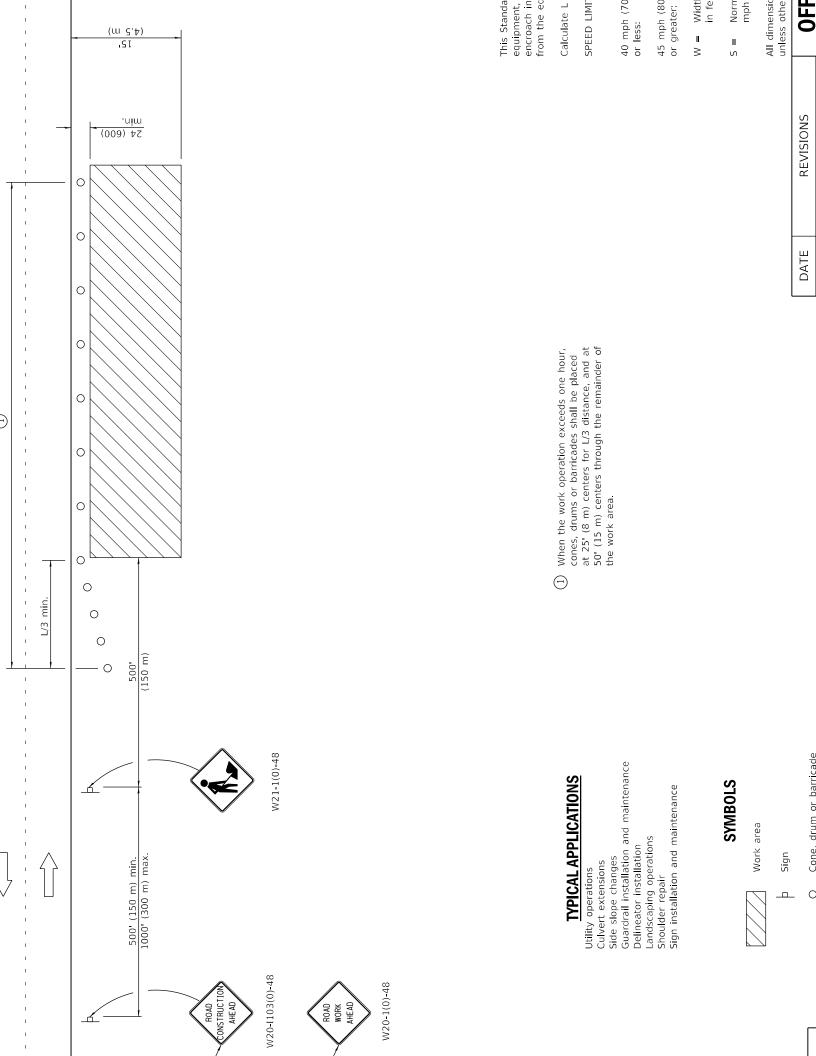
Cleaning culverts

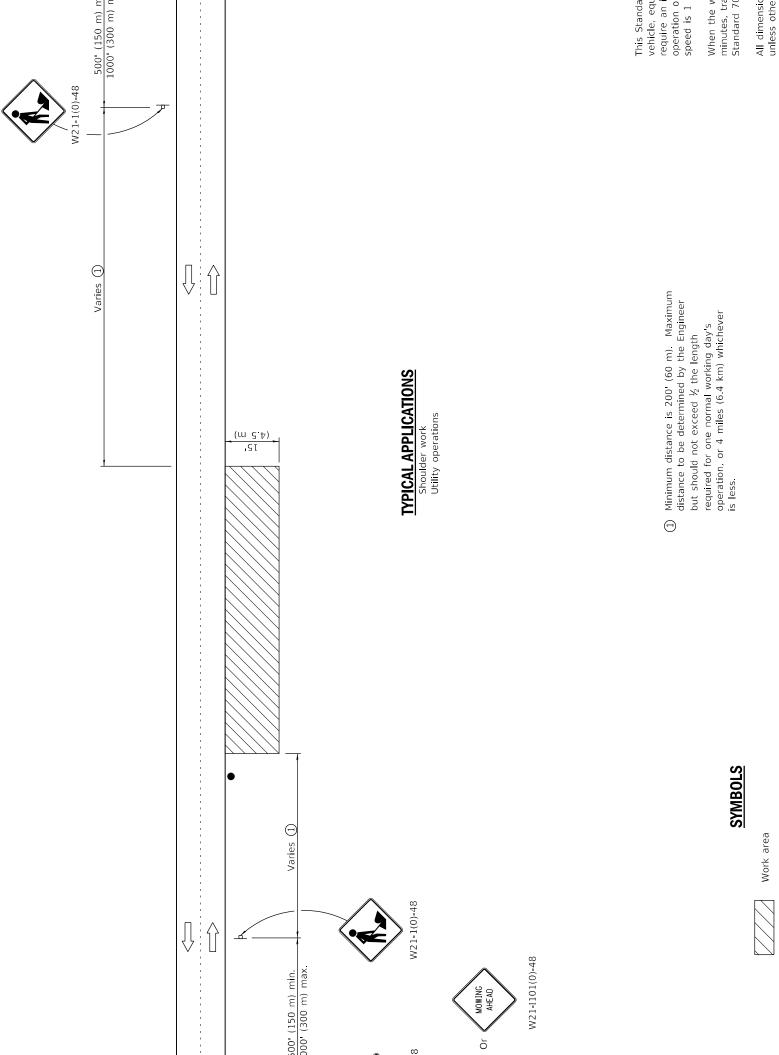
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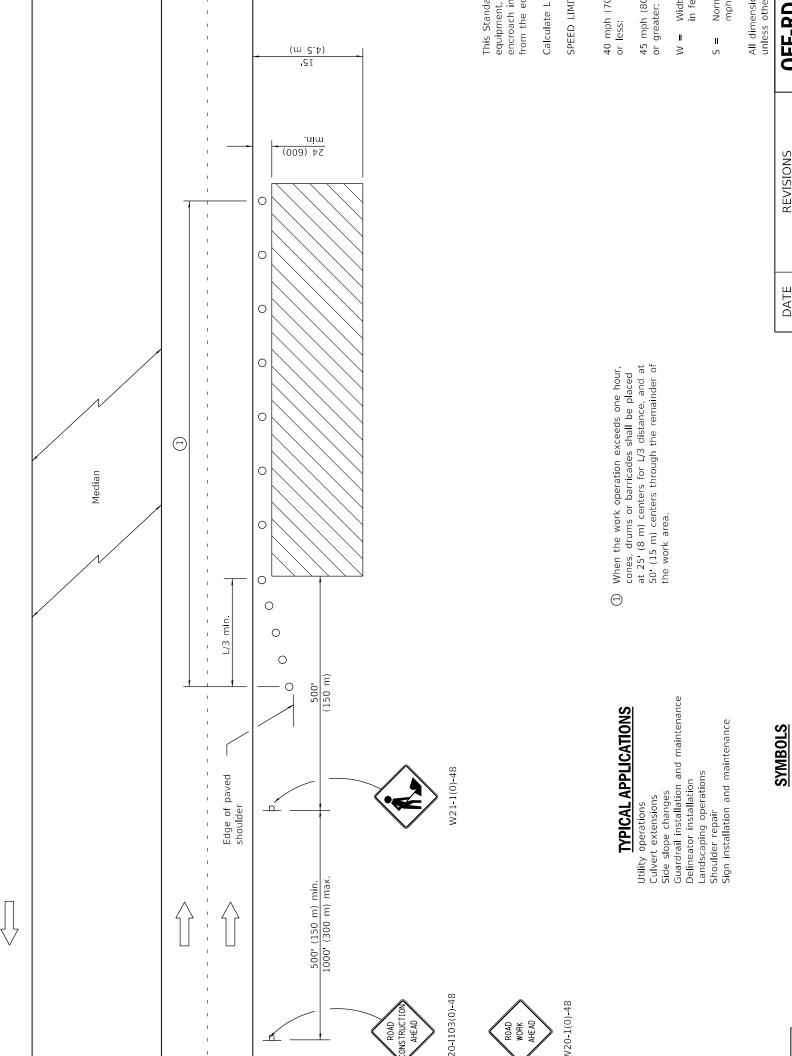
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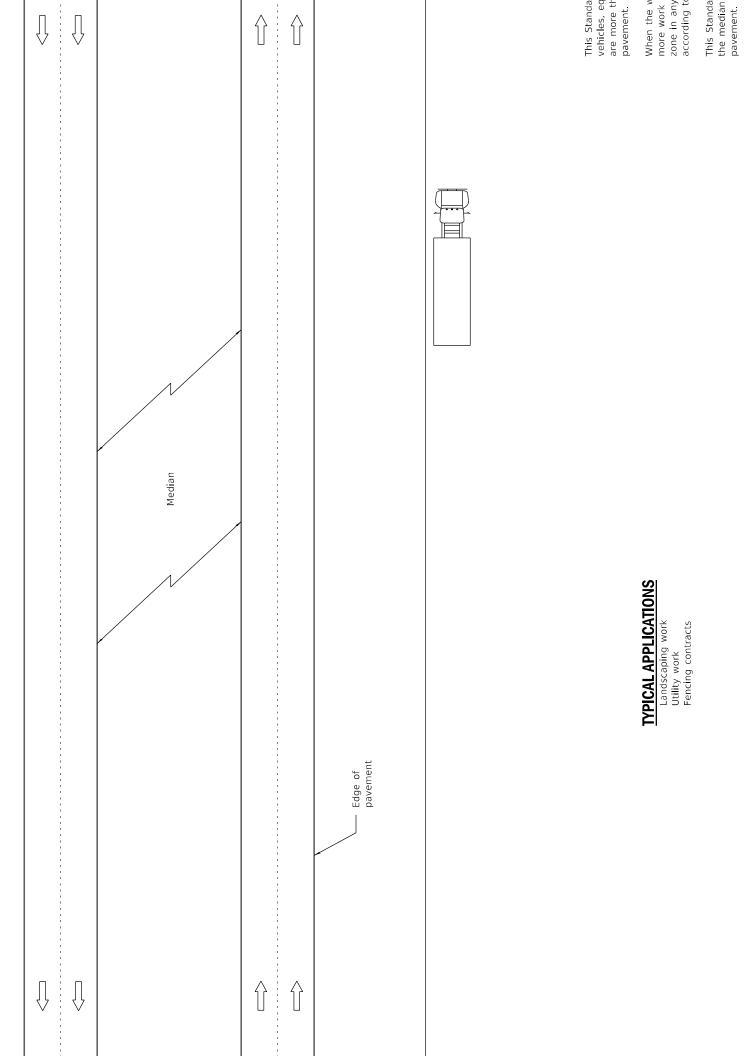
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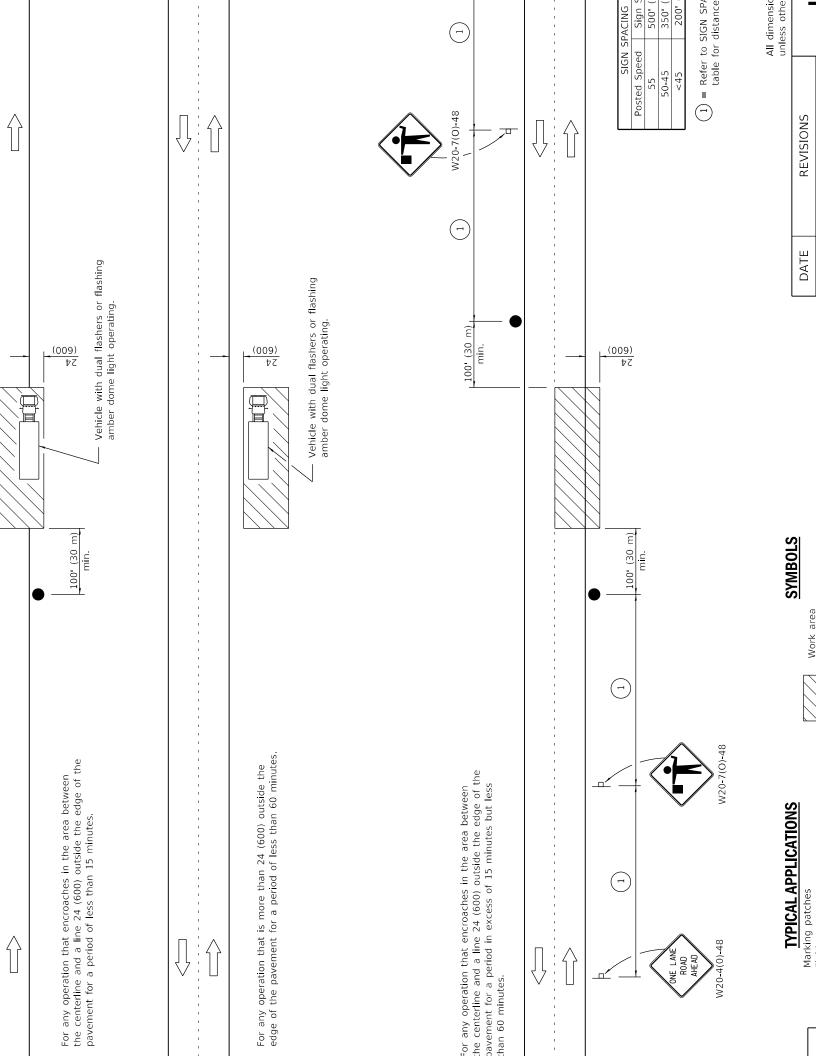
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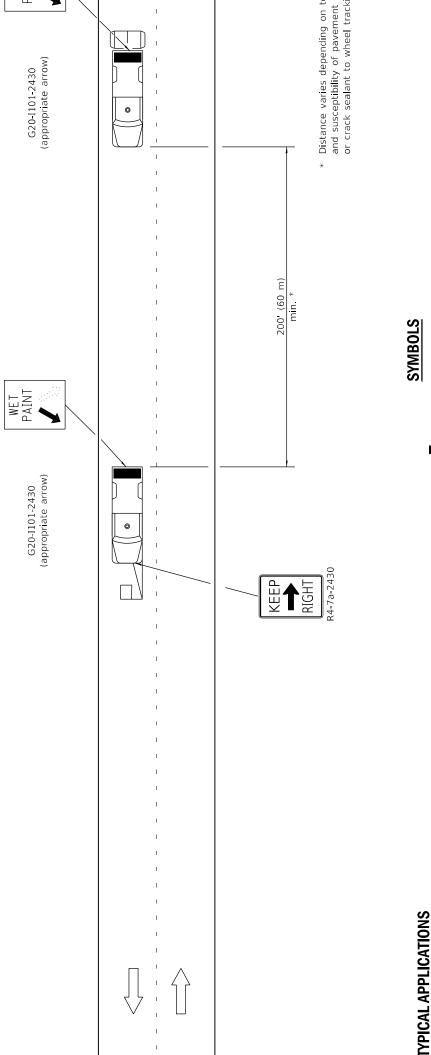


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Arrow board (Hazard Mode only)

Truck with headlights, emergency flashers and flashing amber light. (visible from all directions)

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Need spraying Soadometer measurements Debris cleanup Crack pouring

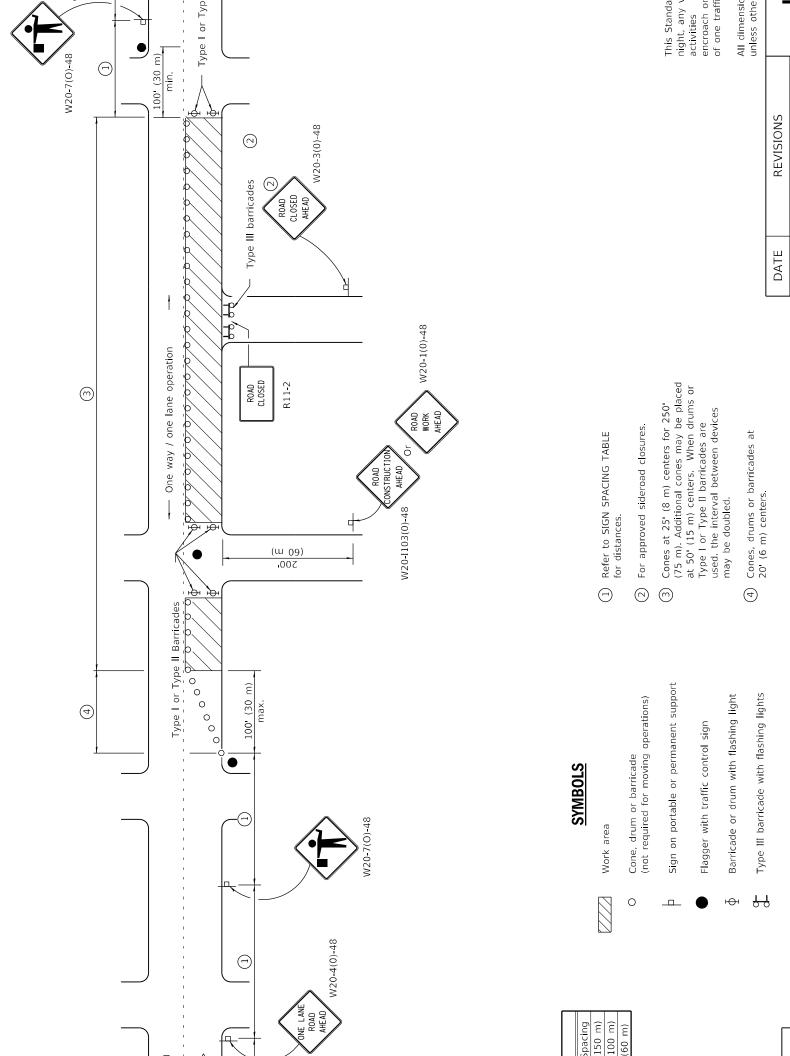
avement marking andscaping work Jtility work

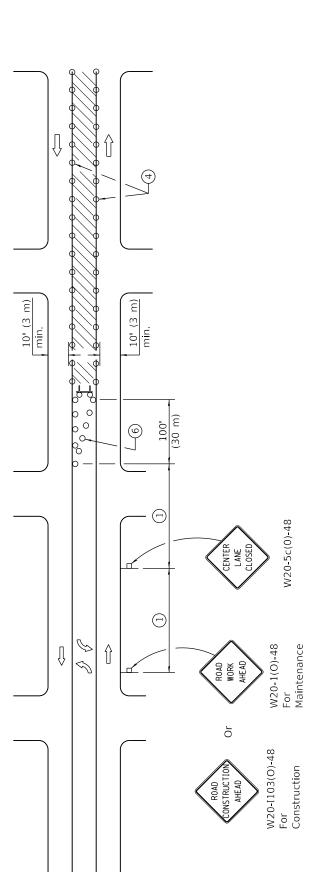
18x18 (450x450) min. orange flag (use when guide wheel is used)

Truck mounted attenuator  This Standa equipment, require a cotthe average (5 km/h). For shoulde the paveme

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### CASE

(Signs required for both directions)

Refer to SIGN SPACING TABLE for distances.

This Standa urban, two bidirectiona Case I app When work closed and Standard 7 Calculate L SPEED LIMI 40 mph (7) or less:

45 mph (8 or greater: Widt in fe

**≡** ≥

Norn mph

II S

All dimensi unless othe

- Required for speeds > 40 mph (70 km/h). (2)
- Required if work exceeds 500' (164 m) or 1 block.  $\odot$
- on approach. Additional cones may be placed at 50' (15 m) centers. When drums or type I or II barricades are used, the Cones at 25' (8 m) centers for 250' (75 m) interval between devices may be doubled. 4

ign Spacing 00' (150 m) 50' (100 m) 200' (60 m)

ING

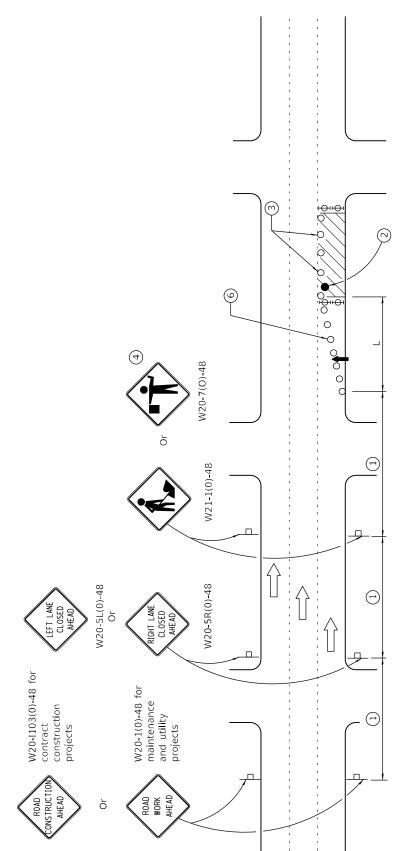
- For approved sideroad closures. (5)
- Cones, drums or barricades at 20' (6 m) centers in taper. 9
- Use flagger sign only when flagger is present. (<u>-</u>)

## **SYMBOLS**

Work area

- Barricade or drum with flashing light Н
- Flagger with traffic control sign
- O Cone, drum or barricade

REVISIONS



This Standa night, any ≀ activities er shoulder op requires lan Calculate L SPEED LIMI

Required for speeds > 40 MPH

 $\bigcirc$ 

SYMBOLS

(75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, Cones at 25' (8 m) centers for 250' the interval between devices may  $\odot$ 

40 mph (70 or less:

45 mph (80

or greater: II

Widt in fe Norn mph

≥

S II

Use flagger sign only when flagger is 4

present.

Cones, drums or barricades at 20' (6 m) (9)

Refer to SIGN SPACING TABLE for distances.

be doubled.

Sign on portable or permanent support

Work area

Н

Cone, drum or barricade

Arrow board

(100 m) (60 m)

Spacing  $150 \, \mathrm{m}$ 

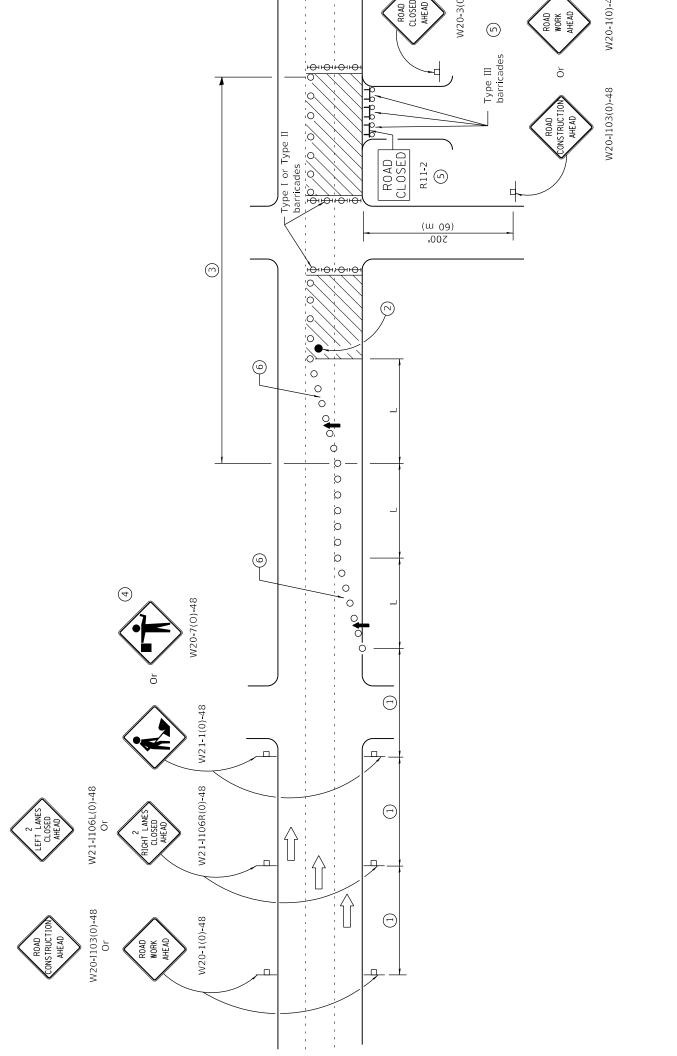
Type III barricade with flashing lights Barricade or drum with flashing light

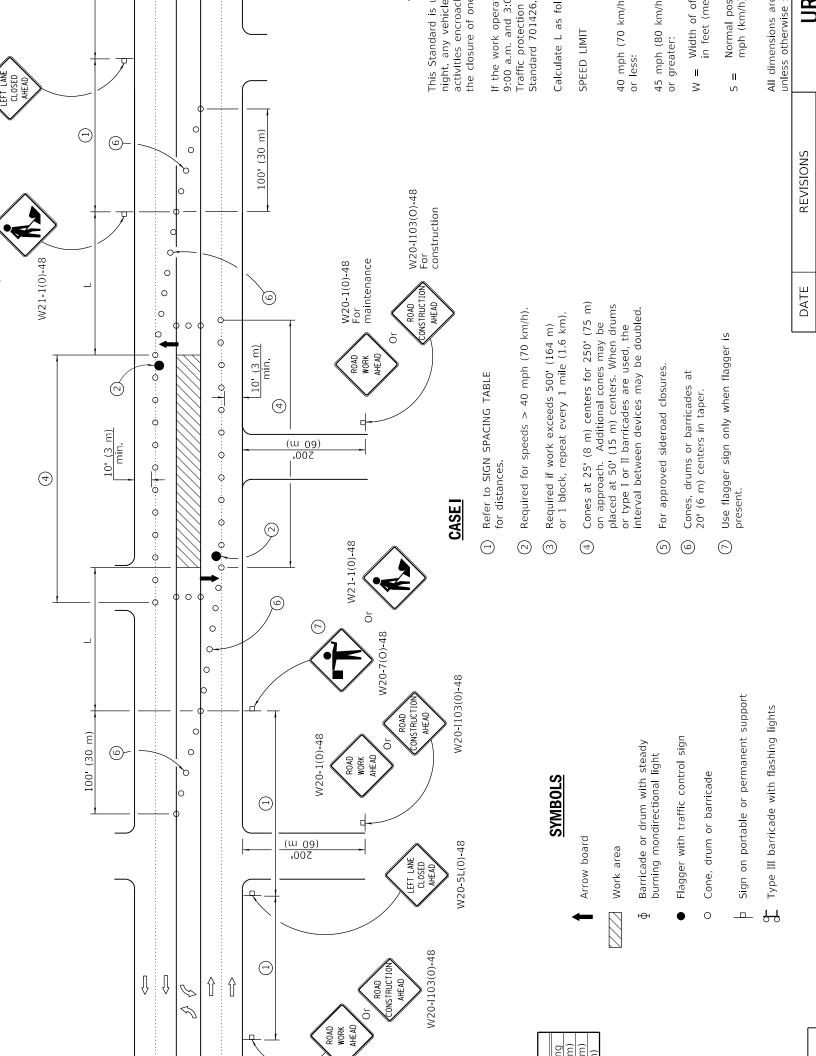
Flagger with traffic control sign.

For approved sideroad closures. (5) ın taper

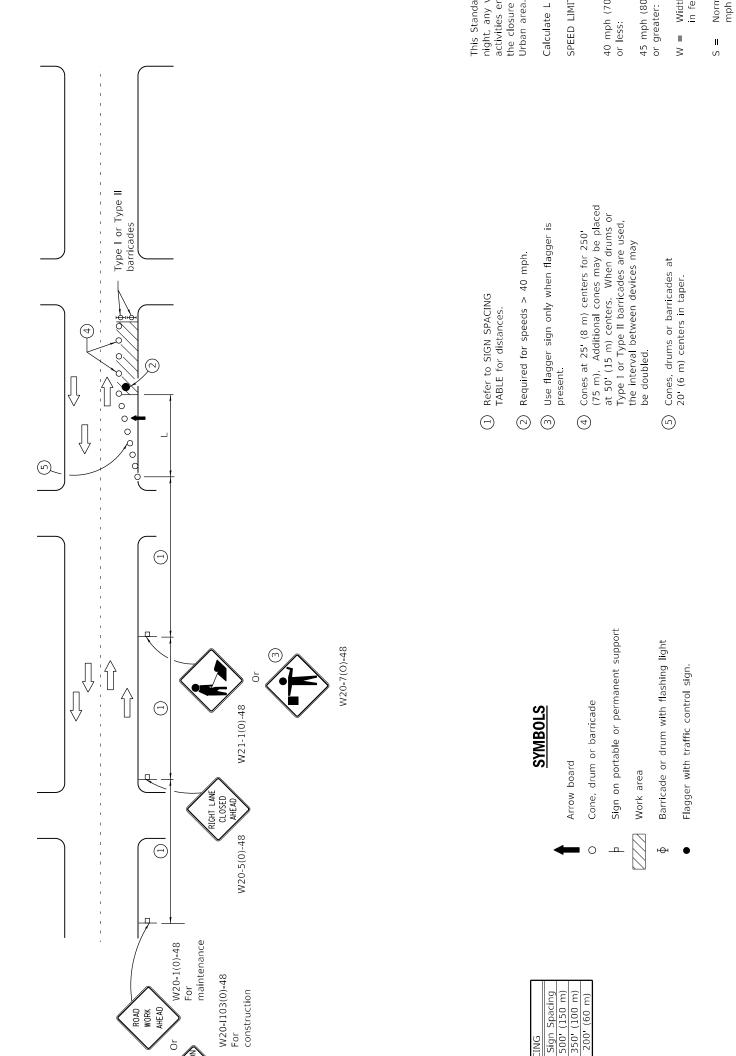
REVISIONS

All dimensic unless othe





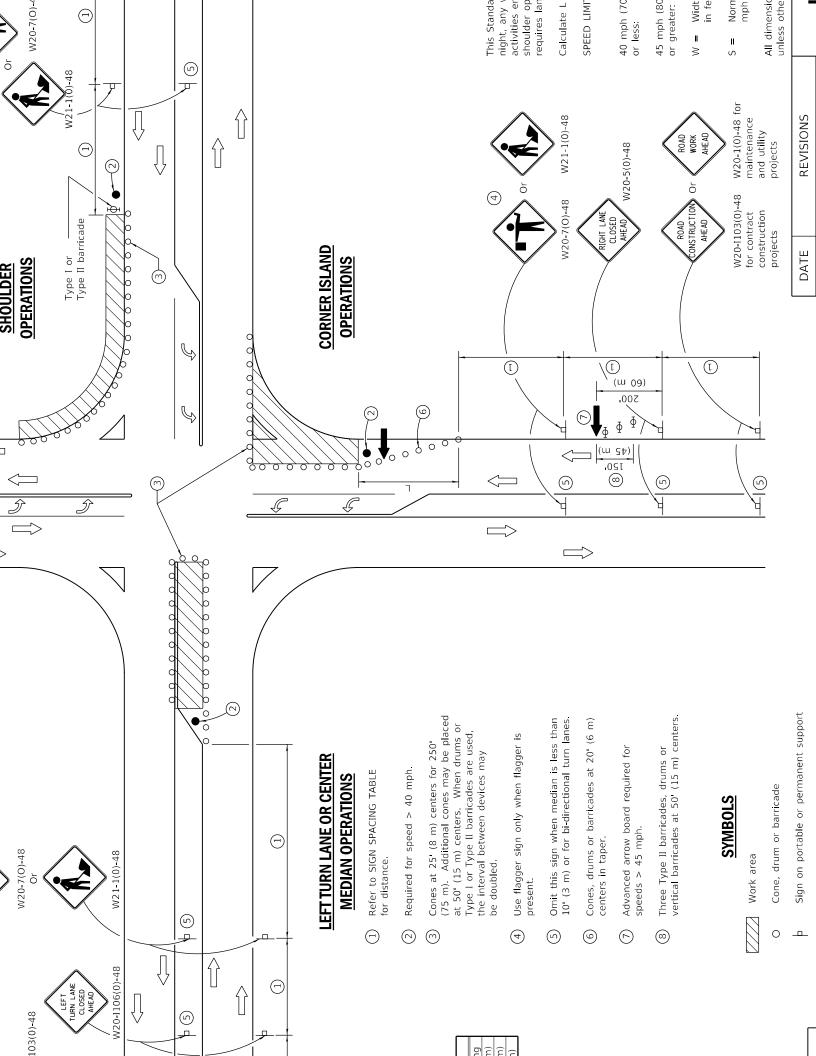
CASE IV



IIRB

All dimensic unless othe

REVISIONS



This Standa traffic must performed.

This Standa other Traffic roadway tra

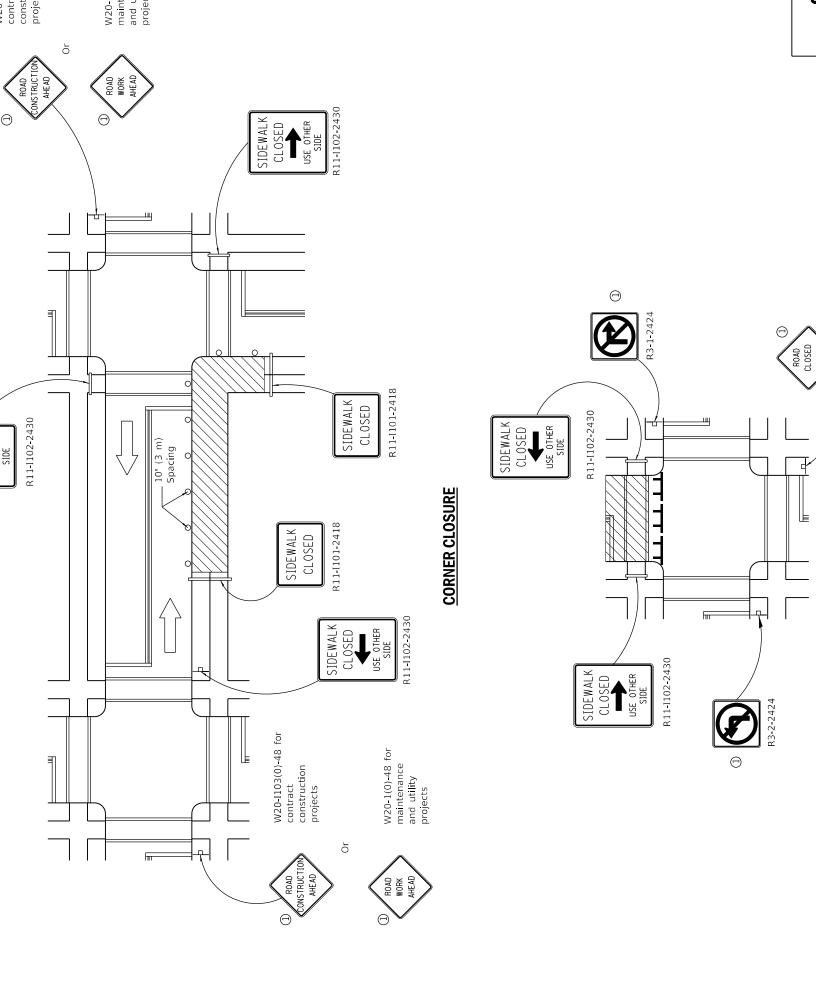
accessible. The tempor Temporary

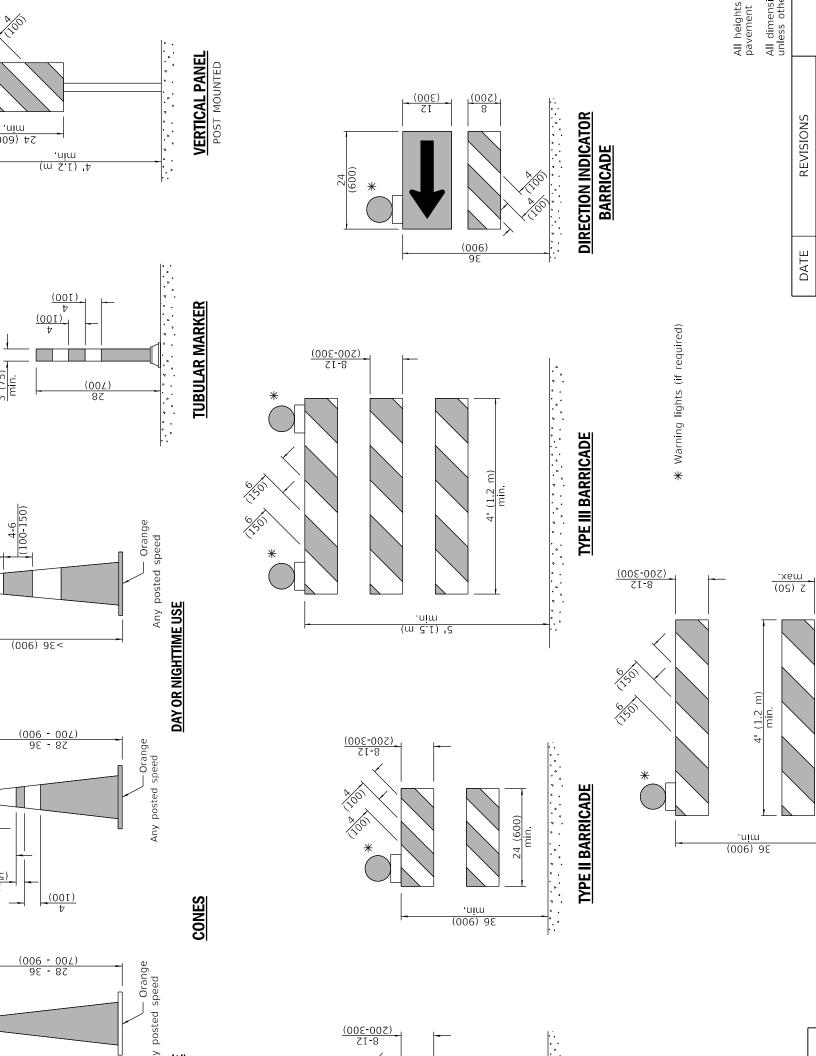
provided on whenever p The SIDEW/Placed at the cocurs at a the corners the corners The SIDEW/ends of the

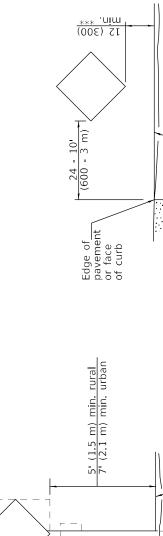
an

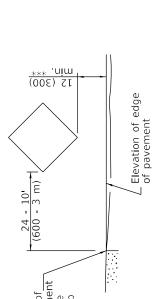
Type III barr positioned a detail on St

All dimensic unless other









# **SIGNS ON TEMPORARY SUPPORTS**

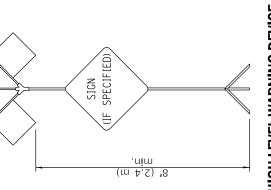
Elevation of edge of pavement

5' (1.5 m) min. embedment

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

shoulder are present be 24 (600) to the 3 m) to the outside oulder.

**TED SIGNS** 



G20-I1

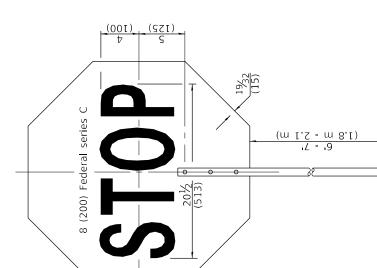
This sign 2 miles

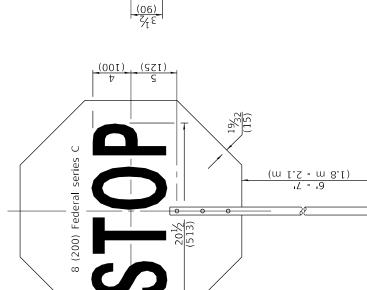
ROAD Control be place ject limit

END COI the end within 2

Dual sig Iane hig

# **HIGH LEVEL WARNING DEVICE**





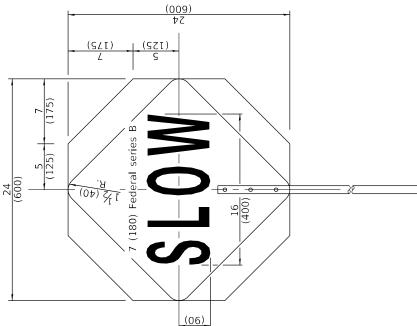
1103-4848

IILES

## TRICTION SIGN

d X miles are variable.

FRONT SIDE



REVERSE SIDE

Sign a

囯 R10-I108p under the

\*\*\*

This sabove

