1. 13-45-R Authorizing Execution With ENCAP

   Documents: 13-45-R AUTHORIZING EXECUTION WITH ENCAP.PDF

2. City Services February 5, 2013 Minutes

   Documents: CITY SERVICES FEBRUARY 5, 2013 MINUTES.PDF

3. City Services March 27, 2013 Agenda

   Documents: CITY SERVICES MARCH 27, 2013 AGENDA.PDF

4. Community Development Committee And City Services January 29, 2013 Minutes

   Documents: COMMUNITY DEVELOPMENT COMMITTEE AND CITY SERVICES JANUARY 29, 2013 MINUTES.PDF

5. ESDA

   Documents: ESDA.PDF

6. Exhibit 1 Of Resolution 13

   Documents: EXHIBIT 1 OF RESOLUTION 13.PDF

7. March 27, 2013 Braeburn Marsh Signed Bid Package

   Documents: MARCH 27, 2013 BRAEBURN MARSH SIGNED BID PACKAGE.PDF

8. Resolution 13-45-R Braeburn Marsh With Contract

   Documents: RESOLUTION 13-45-R BRAEBURN MARSH WITH CONTRACT.PDF

CITY OF BATAVIA, ILLINOIS

RESOLUTION 13-45-R

AUTHORIZING EXECUTION OF THE CONTRACT FOR THE BRAEBURN MARSH: 5 YEAR MANAGEMENT & MAINTENANCE PROJECT WITH ENCAP, INC.

WHEREAS, the City of Batavia has identified the need for implementation of management and maintenance of the Braeburn Marsh: 5 Year Management & Maintenance Project; and

WHEREAS, the City of Batavia requested bids on the project and reviewed the submitted bids; and

WHEREAS, Encap, Inc. has submitted a bid and is the lowest responsible bidder for the project; and

WHEREAS, the ecological restoration company of ENCAP, Inc. has the appropriate expertise and experience necessary to provide construction services; and

WHEREAS, the total cost of said construction services is in the amount not to exceed $72,644.72; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Contract with ENCAP, Inc., of Sycamore, Illinois, for construction services in the amount not to exceed $72,644.72. The Contract is attached hereto as Exhibit "1".

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Chanzit					Jungels				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

VOTE: Ayes Nays Absent 0 Abstention(s) counted as _____
Total holding office: Mayor and 14 aldermen

ATTEST:

_____

Heidi L. Wetzel, City Clerk

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MINUTES
February 5, 2013
CITY SERVICES COMMITTEE
City of Batavia

Please **NOTE:** These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. They are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. They may not reference some of the individual attendee's comments, nor the complete comments if referenced.

Chair Volk called the meeting to order at 7:30pm.

1. Roll Call

Members Present: **Chair Volk; Vice-Chair Liva; Ald. O'Brien, Frydendall and Jungels**

Members Absent: **Ald. Dietz and Tenuta**

Also Present: **Mayor Schielke; Chief Schira, Batavia Police Department; Aldermen Clark, Stark, Wolff (arrived at 7:33pm) and Atac (arrived at 7:38pm); Jason Bajor, Assistant City Administrator; Jeff Albertson, Building Commissioner; Gary Holm, Director of Public Works; Bill McGrath, City Administrator; Noel Basquin, City Engineer; Scott Haines, Street Superintendant (arrived at 8:13pm); and Jennifer Austin-Smith, Recording Secretary**

2. Items to be Removed/Added/Changed
There were no items to be removed, added or changed.

3. Pea Pod Half Marathon Route
Volk shared that for the discussion regarding the Pea Pod Half Marathon route, the City Services Committee (CSC) will be acting as a judicial body. The CSC will be reviewing the facts, evidence and the case before making a decision to make a City policy. He noted that Alderman Clark received over fifty emails from various race participants.

Bajor reported that staff has been working on all the special events. Bajor stated that in regards to the Pea Pod Half Marathon, we are working on a balance of values: impact on traffic and residents, impact on City services and resources, and exposure to potential liabilities. He gave the example of safety concerns with runners running on the streets when there is a viable alternative of the bike path. Using the bike path reduces the level of risk and liability. The City does get liability issues taken care of to the best of its ability through Hold Harmless Agreements and additional agreements required out of every event sponsor. However, if some unforeseen event would have happened on our City streets we can be confident that our City would be named as an additional party and have to spend time and its resources defending its interests even though all of the potential liabilities were addressed at the forefront at any of these events.

Bajor continued that we do have the Fox River Trail which is a resource that many other communities do not have. To have it here as a potential route for this run and not utilize it and

not answer the concerns that residents have raised seems to be a stone that needs to be unturned by staff. Based on the compelling interest that the event sponsors have for not changing the route, staff and the sponsors have not been able to reach an agreement or compromise. From staff's perspective, we would like to see as much if not all of the race on the river trail. The sponsors have resisted.

Bajor stated that no one is suggesting that these events are not valuable. There is value to any event such as: promoting downtown Batavia, promoting other areas of Batavia, helping the residents celebrate their community, and bringing other people from outside of Batavia to our community.

Bajor commented that there are operating costs associated with these types of events. This event, like other events, does reimburse the City for some direct costs such as the maintenance operator setting up and putting down barricades the day before and day after the event and the patrol officers asked to work the detail. What are not addressed are the opportunity costs, for every day that a maintenance worker has to work on barricades and other event related activities means that it is one day that the worker cannot address the primary responsibilities of that particular department. City signs, sidewalks and other street maintenance would not be supported due to these types of events. With current labor contract agreements and provisions on the City our patrol officers are able to take compensatory time in lieu of overtime. This establishes time away from the office. Training and other aspects of the police work are affected. Bajor noted that there are members of the police department attending this meeting that could speak to those comments. While it is true that event sponsors reimburse the City for direct costs, there are indirect costs that are not being captured and there is an impact.

Bajor stated that staff submits their concerns to the CSC for consideration. If having the race run through City streets is a value to the Committee and does not balance with the issues addressed by staff then that is fine. Staff is trying to balance all of the competing interests at the same time. Bajor questioned that if this event is approved to run through City streets when no other event does, what are we to say to other event organizers who see this as an opportunity. The Fox and Turkey race was moved to the path and they will possibly come back to request running on the streets. Bajor would like direction from the Committee on how to mitigate those requests. Bajor noted that there is a half marathon that is done in May with a cap of 1200 runners within St. Charles and it is a trail specific route. If they have success with a trail specific route in St. Charles, Bajor stated that it is worth a try in Batavia as well.

Danny Delgado, 612 Illinois Street, Geneva, event planner, addressed the Committee. Scott Iott, 2284 Country Water Court, Elgin, event planner, also addressed the Committee. Delgado and Iott handed out last year's Peapod Half Marathon postcards distributed to Batavia residents who live along the course and a handout offering solutions for churches and heavy traffic areas. Delgado thanked the Committee and staff to allow them to plead their case. He also thanked Batavia for five awesome years of having the race within the community. Delgado reported that the race attendance grows 30% per year and the special events committee has always been accommodating. The race has always been a great experience for everyone. Delgado shared that when he became an active runner, he saw a side of Batavia that he felt that he was missing for

the first couple of years as a Batavia resident. The historical areas, residential areas, the path, and the up-and-coming downtown are what the race focuses on and highlights Batavia's best assets.

Delgado addressed the concerns made by staff. He stated that he is glad that Bajor spoke first because they have not been exactly told what the issues have been. He has heard that church goers would be affected, traffic concerns in certain parts of the town, runners crossing the street randomly and not being organized. He noted that two of the concerns were not addressed tonight by staff. He shared that they have received very conflicting information by staff. Delgado stated that they have always been consistent with the amount of volunteers provided and try to exceed the amount of volunteers each year. We have always wanted the same amount of police support each year. Up until this year the event sponsors have heard zero complaints. Delgado commented that he is not saying that there have not been any. However, if the sponsors have been made aware of complaints, they would have loved to address them. What seems to be the biggest concern is traffic. Delgado stated that they are consistent with 35 volunteers on the road. There is about 6.5 road miles on the course, the rest is on the path. We are being compared to a marathon in which the first three miles are run on Route 31, the busiest road in the Kane County area. The event planners manage that and the rest is out back. He ran this race last year and saw very little police support and it did not showcase any of the towns.

Delgado stated that our race needs volunteers and we have them. This past year we had about fifteen police officers. We suggested pulling police support from surrounding towns and it was denied. They wanted to keep the police support local and he understands the desire to pay City employees first. If we are short, from years past, they have drawn from other towns and have not heard any complaints. He feels if we could have had more support on the streets then the concerns with safety or traffic may have been avoided.

The race committee meets ten months prior to the race. We are one of the most organized races in Kane County. He feels that we do a lot of benefit from having the course on the street. They have heard more negative comments from the proposed changes to having it on the path then negative responses from race day. Iott stated that one of the concerns with safety is fitting the amount of runners that they have on to such a small space such as the trail. Also, there are safety concerns for those who utilize the trail on a daily basis will be affected by the race being held on the trail. Whether it is people walking dogs or people riding bikes, it will not be safe for them to utilize the trail during the race. We have always worked very hard to not have any issues regarding this race and for the past six years there have been none. Iott stated that they are willing to work on solutions to fix issues that have been addressed tonight. They would like to make this the race it can and should be.

Delgado discussed emails that he has received from participants. He received an email from a participant who has attended the race five years in a row from Minnesota. This person comes here to visit family and run the race. He has another resident of Chicago that says "we don't go that far, it is like Iowa. We only come to Batavia because of this race." He has an email from a Carol Stream resident whose husband was a resident of Batavia. Two of the houses her husband has lived in happen to be on the course. They are now looking for a house in Batavia. She wants to move here because of the race. There is a marketing aspect of a town that we are missing. The downtown should have as much organized traffic as possible. And that is what we feel we have

provided over the past five years. The CSC discussed the postcard campaign, prior notification to churches, the route of the course, and timing of runners. Chair Volk opened the floor for public comment.

Jeff Patterson, 1401 Green Pheasant Lane, Batavia, addressed the CSC. He stated that he is here to support long-time friends and council members who he has personally witnessed finish their first Peapod Half Marathon. He hopes that we can all relate and understand how wonderful of an event this is and what a great day this event brings about. The event benefits the City and the participants. Patterson questioned why we would want to turn our back on so many participants, family members, residents and tell them that they are not welcome when we should open our doors more. We have great new additions to the City with the streetscape. Why not run the event down River Street and showcase our great work. He wondered what the worst that could happen is, someone may bring their friends back over the weekend and enjoy our beautiful town that we are trying to revamp and revitalize. There are other races in this town that are fun to participate in, such as the triathlon which is 14 miles with bicycles on the roads. Festivals and events create traffic concerns and noise concerns and we are not turning them away. There is a bigger picture at stake and we should be mindful of. Our arms should be opening and welcoming versus scrutinizing and turning people away. Patterson closed that he hopes that we can come to a solution that benefits everyone involved.

Tom Spadafora, 1861 Pinnacle Drive, Aurora, president of the Fox River Trail Runners addressed the CSC. He noted that he is not associated with the Peapod race. The Fox River Trail Runners do hold races in Batavia, namely the Fox and Turkey Race. This event was pushed off onto the path and changed our race entirely. A lot of people were disappointed with having to change the route. The two issues the City has to understand are that we love the path and the ability to use the path but it is only good for 5 kilometers or three miles. Anything over that it really cannot be utilized in any sort of fashion. Even the four mile race we administer the path barely accommodates. The bigger issue is the City has to determine if they want to be a marquee city in promoting health and fitness in an event that will attract more business, more residents and more revenue to the City when people come in from outside the area to showcase it. He does not hear anyone talk about this. Every race organization wants to be great partners with municipalities and address all concerns. We want to be partners, we raise a lot of money for charities in the area and want to work in a collaborative fashion. There has to be some collaboration that the City can come up with to promote health and fitness for an event and showcase the town. He stated that races drive more residents here, promotes more tax dollars and showcases the great things within the city.

Paul Kelley, 931 Roberts Court, Batavia, shared that he is proudly a block off the race route and for eight years lived on Church Street and happily watched the race run past his house. He waited for his chance to be a participant of the race, got into better shape and did it. He did the race twice now and will not run the race on the trail. He runs on the trail all of the time, he loves the trail, but there is no incentive for him to run on the trail. Kelley shared that he works in Arlington Heights. The reason why he commutes is because he loves Batavia. He loves this town, what we do, how we have our own way of doing things, and how we have an art festival when those communities surrounding us stick with the conventional. We hold a race on our streets when other towns take the easy route. He will not run the Great Western Trail marathon because he

does not desire to run on a trail. He loves that we run through our town, we see our high school that we put so much money into, we run on our trail, our neighborhoods, and we see residents outside greeting us and cheering us on. For such a small amount of time and for such a small relative cost, people come from all over and rave from what they experience here. It would be a terrible mistake to change this race and he urges the Committee to keep this race truly in our town. He thanked the CSC for their consideration.

Bob Miller, 1171 Wakefield Lane, Bartlett, shared that he and his wife run a fourteen minute mile. They started running in their mid fifties. Miller stated that he has run 39 half marathons and 7 marathons. About 75% of the races he has run on have been on city streets. Cities such as Highland Park and Naperville support runners on their streets. Miller shared that he and his wife love spectators and love running through the city streets. It is a big deal for him and his wife to meet the residents and spectators. We understand that the race causes delays, but he does not feel that the delays are longer than a train or a parade through the city. He loves the Peapod and suggests that they city give the Peapod race their full support. Miller stated that his wife wanted him to share that when she was a spectator of the Peapod race she found a place called the Belleview Place. She fell in love with it and got to run the race the next year and view all of the historical homes built within Batavia. As a runner, it is a phenomenal thing to be able to run through Batavia's streets and he hopes that he can do it again.

Pastor Steven Srock, Bethany Lutheran Church 8 South Lincoln St. Batavia, addressed the CSC. He has been here in Batavia for five and a half years but has served in the Fox Valley in three congregations for over thirty years. He stated that he is here tonight representing his colleagues and others in the church community. They have voiced concerns over the timing of this race every year it has been run. It is extremely disruptive to our Sunday morning schedules with people getting to church, getting across the streets, and getting around town. The Methodist church is basically shut down on that Sunday since they have little off street parking. Most of their parking is on the street or in business parking lots that are closed Sunday morning. All of those spots are taken up by people involved in the race. There is no place for their people to park. A lot of the downtown churches are older churches built before parking was a part of the plan of the facility. Parking on streets is an issue plus getting around town. The race affects attendance, offerings and makes schedules difficult. Getting notification is great but does not change the fact that people cannot get there. He has heard complaints from parishioners of not being able to get out of their driveways due to streets being blocked. It is a real concern and issue. We are not opposed to community events and are a strong supporter of the community. We do not know why the race has to take place on a Sunday morning when the primary group that gets affected is the churches.

Laura Newman, 345 North Batavia Avenue, spoke on behalf of the race staying on its current route. She commented that she participated in the Great Western Trail Race three years ago and it was a mess. Newman explained that it rained the night before the race. The trail is not wide enough to accommodate the beginning of a race when the runners bunch up. Runners are then forced to run along the side of the trail. Since it rained the night before, runners were up to their ankles in mud. Batavia's trail is not as wide as the trail the Great Western Trail. In addition, there are areas of our trail that are more difficult to maneuver than a trail that is one hundred percent in a rural area. She would like the CSC and staff to take this into consideration when trying to

compare this race to the Great Western Trail race. She thanked the Committee for taking the time to listen to all of the concerns stated tonight.

Gretchen Graham, 131 Pitz Lane, Batavia, shared that her and her husband are avid runners. They love Batavia and the bike path. She and her husband look forward every year to the Batavia half-marathon. The race goes throughout the town, it is not narrow, it is well-planned and blocked off. She shared that they have run races all over and the races have all been a nightmare. This race, however, is well-organized. They ran the Turkey Trot this past year and previous years. It was awesome to have the race on the street. It was wide and the energy on Thanksgiving morning for the race was such a great rush. Graham shared that she is a Batavia high school graduate and at the race she sees many Batavia High School alums running the race. They all come home to visit their family and run the race. This past year, on the path, the race was extremely congested. She and her husband almost got injured because they could not pass around people. Having the race on the street lets people breath, get around, and is easy to maneuver.

Graham asserted that the street is safer than the bike path. The bike path is not safe. This is an extremely busy path that she does not run on the weekends during midday. As a runner she is certain that she will get run over by a bike rider. Not as many people use the Great Western Trail as they do Batavia's bike path. Batavia's bike path is a premier bike path and a destination for out-of-town people. The 13.1 race brings in elite runners. D1 athletes even have a tough time on the trail and cannot place where they should be. This is a great race, it has a great vibe, people from all over Chicago come to this race and let's keep them coming. This race is wonderful to the community.

Chris Staley, 514 South Williston Street, Wheaton, stated that he has come out here because he wanted to support the race staying the way it is now. He shared that two years ago he was five hundred pounds. He lost that weight because he is dedicated to the sport. This last season he ran sixteen races and six of which were on trails. Four of the races he will never do again simply because it rained the night before or the day of and it ruined his entire race. When he ran through this town, he saw a part of Batavia he never knew existed. It was beautiful, he saw beautiful neighborhoods, and he kept commenting to his running partner how beautiful it was. When a race is run on a trail, your family cannot support you. They cannot meet you. With this race his family was able to see him four different times. When you are doing this much of a race, it is a great encouragement when you see your two-year old supporting you yelling "daddy!" and wants to give you a high-five and a hug. He supports this race staying on the streets.

Chris Lowe, 2071 Alexander Drive, Batavia, addressed the CDC. He shared that he is a Batavia resident, and just recently took on a healthier life-style, lost weight and started running races. This race was one of the first 10K and half-marathons that he did because it was close and local. He loves how this race showcases our community, provides an opportunity for a lot of community support, and is friendly for spectators. This is one of the races in which out-of-town spectators can find a spot and cheer their family member or friend on and can do it from several locations. The topography for this race is excellent. There are hills and it is a challenge. It astonishes him that we as a community would actually discourage people from coming into our town. This race gives people the opportunity to see what businesses we have out here, what homes we have out here, to find out about our community and the community support we have.

Lowe has lived here since 2002. Every time he has moved, he has moved to a smaller town. He has noticed that the longer he has been here, the smaller the town gets: the more people he knows, the more people that he recognizes. We have a great community and we deserve to show it off. We should be proud of Batavia and what we have to offer. It blows his mind that we should discourage two thousand people, and that is just the runners, from coming here and all the people who support them. The route should stay the way it is because he does not think that people would come here if we stayed on the trail. As someone who trains in our town, he runs the trail all of the time. He avoids the trail when it is busy. He would not like to run a race when there are another couple hundred or a thousand people out there. This race is a pleasure because it gives him an opportunity to run through Batavia like he never could on his own. Lowe concluded stating that he thinks that the town should support the race.

Jack Rohan, 1441 Holbrook, Batavia, stated that the nature of shorter 5k races versus longer races as the half-marathon is the difference between going to a drag strip and going to a Nascar race. You need the space for longer, specialized events. It is rare that a city can support a half-marathon. There were 941 5k races in the state of Illinois last year. There were only 48 half-marathons. Of those 48 half-marathons, within forty-five minutes of Batavia, there are two that are on a concrete or asphalt surface. The Batavia half-marathon is one of those. This is a very special race and that is why it draws so many people. It is very rare set of circumstances that has allowed this race to be offered to the athletes. Rowen thanked the City for the past five years of support and looks forward to the same type of specialized event in the future.

Diane Miller, 1171 Wakefield Lane, Bartlett, addressed the CSC. Miller pointed out that she is a runner but the greatest joy she had was being a spectator. It was great to watch the runners run through the town. She got to see and experience Batavia. She learned pieces of history that she would have never had known if she was not a spectator for this event. Being able to walk through the town and visit the businesses on Wilson Street was enjoyable. She pointed out that it was a pleasure being a spectator. There were places she could safely walk, the police officers were very friendly, and she looked forward to running the race herself so that she could see places she didn't see before. If the race is moved to the trail, she will not be inviting any of her friends to come see her run. There would be no point because they would only be able to see her at the finish of the race and that saddens her. Batavia is such a beautiful town and you should show it off. Runners love to see where they run and spectators love to see where the runners are running. She thanked the Committee for their time.

Steve Vasilion, 426 Illinois Avenue, stated that he is not a runner but he completely supports this event. His concern is what does this say about us as a community. Are we a community that says 'don't bother us, leave us alone, go away, we do not want to be disturbed' or are we a community that says 'we welcome change, we welcome events that show off our town and we are proud of it.' He thanked the Committee for their time.

Volk stated that emails he received will be posted in the minutes. The emails are listed at the end of this document.

The CSC discussed the race proceeds, charities supported, the triathlon club and the race route. Frydendall stated that he would like to see the race route more detailed as to the time the runners

reach certain locations. He stated that simple adjustments to the route could eliminate the traffic on Main Street. O'Brien commented that this is an economic generator for our town. We need to do more for our downtown and this is one way we can do that. This is an event that promotes good health. The Kane County plan is all about supporting good health and we have supported that initiative as a City Council. O'Brien stated that he is disappointed that the Turkey Trot was moved to the trail and we should see if that could come back to the streets as well. Jungels shared that she experienced this race first-hand and what got her through it was having the race run through the neighborhoods and the support of the residents and spectators.

The aldermen in attendance stated their support for keeping the race on the streets. Volk stated his support of the mayor's comments at the past City Council meeting. He recommended that the route avoid Main Street if possible. If we can keep Main Street open we could eliminate a lot of the issues. The Committee's consensus was to keep the race on the street and asked staff to work with the race organizers. Volk asked Bajor to keep the minutes from the Association and this Committee to work out a solution.

4. Train Horns (Noel Basquin 1/30/13)

Basquin reported that staff has received numerous complaints from residents over the past several years regarding the Train Horn noise from the BNSF trains crossing through downtown Batavia. Trains are required to blow their horns when coming into a railroad crossing which is not located in a Federal Railroad Administration (FRA)- approved "Quiet Zone". The City of Batavia contracted with Rempe-Sharpe Consulting Engineers, which has experience with this issue, to review the requirements to make our crossings Quiet Zone Crossings. Rempe-Sharpe reviewed eight crossings: Raddant Road, Wilson Street, Prairie Street, Van Buren St., Adams St., Laurel St., the private crossing at Amcor and Bond Dr. to ascertain the improvements are needed to bring the crossings in compliance with FRA standards for a Quiet Zone. An important point mentioned in the study is that a Quiet Zone delineation does not guarantee that horn will not sound. FRA requires that the horn must be sounded in emergency situations, inclement weather, power outages, signal failure, and the presence of workers or trespassers. The potential changes to each crossing have significant impacts, whether monetary (costs of gates, wayside horns) or non-monetary (effects of permanent or temporary closure of crossings, or driveways, noise of wayside horns) and these must be balanced against the positive effects of eliminating, or significantly reducing trains horns.

Rempe-Sharpe included an estimate of cost to install 4 quadrant gates which is for $4,063,675.00. 2 quadrant gates were studied at each location but with the number of residential and commercial driveways in close proximity of the crossings it was determined not to be feasible. They excluded the crossings at Bond Dr. and the private crossing at Amcor due to the intersection layout and the close proximity to Rt. 25 which would not leave any room for stacking of vehicles. The modifications at these crossing would not assist in establishing a quiet zone. So in any event these two crossings will still require sounding of horns.

Jim Bibby, Consulting Engineer, Rempe-Sharpe, presented on the following: corridor proposed quiet zones (quiet zone 1, quiet zone 2, quiet zone 3), purpose of the quiet zone study, Train Horn Final Rule, new quiet zones to be applied for, probable steps to create quiet zone(s), timelines, site specific crossings and improvements that would be required, estimate,

recommendations, and contact information. Bibby discussed the engineer's cost estimate, possible grant funding, the unavailability of federal funding, and the timeline to find out if grant funding is approved.

The CSC discussed financial aspects of the process such as the cost for continuing the application process (estimated $7,500) and how much grant funding may be available (estimated 25-30%). The CSC continued discussion on various intersections, train schedules, train horns, and train speeds.

Mayor Schielke reported that if dividable medians at the railroad crossings are built (such as on Laurel Street, Adams, and South Prairie Street) there will be an impact on quite a few driveways and houses. The effect would result in one-way-in and one-way-out designations for those driveways. Before we move forward with the process, we need to discuss these matters with the people that would possibly be affected by the construction. Mayor Schielke stated that we are finding that a lot of the horn noise that is being complained about is not occurring in Batavia. The horns start down on Route 25 right by the Fox Valley Nature Center because there are several unguarded crossings there. Whatever Batavia decides to do, we will still have the train horn noise in this situation. There is nothing that Batavia can do about that noise because it is out of our city limits. Mayor Schielke is glad that the City is examining the train horn complaints and feels that most of the focus should be in the residential area between Laurel and Wilson Street. The crossing at Wilson and Prairie would be very expensive and challenging. Chair Volk opened the floor for public comment.

Duke Wahl, 811 Manchester, Batavia, addressed the CSC. He reported that he lives two and a half blocks from the train tracks. He asserted that it seems that the tax payers always are footing the bill for City issues. There is no ability to get a lot of additional funding which means that the Batavia tax payers will have to foot the bill for this. Four million dollars is a lot of money to solve a noise problem. He does not support this as a tax payer. He cannot afford a lot because he is a retiree now and it costs a lot of money to live in this town due to all the taxes that we have.

There will not be much difference in safety because there have only been two accidents in Batavia at the railroad crossings that Wahl researched on the FRA. One accident was in 1977 and the other was in 2005. There were no injuries for both accidents. Wahl stated that he does not feel that we will get any additional funding at any of these crossings in order to establish or get the FRA to give a quiet zone. He does not want to pay for it. The train horns always sound, two short and one long blast, and the speed is around ten to twelve miles per hour coming up and going back. There are four times that the trains are on the crossing because it is a single ended route. This usually happens in the morning. The trains usually go up around eight in the morning and go back around two in the afternoon. Twice in the evening, once at eleven and come back two to three in the morning. The typical number of cars that the trains have is five to fifteen. We do not have many trains here to justify putting in two to three million dollars crossings. He does not feel that this is a good investment for noise abatement. The Suncast foundry unloads the cars during the day and the cars are brought back in the evening because they are empty. This is done twice in a twenty-four hour shift. They do not have space to stockpile the additional raw material needed for their business. Wahl closed by stating that he is opposed to any further action to do any sound abatement due to the price tag involved.

Eric Latsch, 32 South Prairie Street, stated that this does not look like this is a good financial move at all. After reading the FRA website, he discovered wayside horns and asked if the City looked into wayside horns because they are a little quieter. Basquin responded that the one thing to keep in mind, at a hundred feet the decibel would be ninety so it would still be loud and people would still be impacted. The price would be less but he is not aware of the cost. Latch stated that the noise level would be less as well. Ninety is better than one-hundred thirty-three decibels. Latch suggested that the City look into wayside horns. Latch's biggest complaint is idling trains. It is very disturbing and the trains come through any time night or day.

Basquin asked Bibby if there was a cost for the wayside horns. Bibby responded that at a staff meeting wayside horns were discussed and it was found that it would cost 70% of the cost of these improvements with only a 20-25% reduction in the decibels. At that point, wayside horns were not considered.

Joe Messerklinger, 217 Laurel St, shared that he lives right next to the train tracks since 1962. He enjoys living there. He stated that the cost estimate for this project may increase in price by the time the project gets started. He guaranteed that it will not be less. He questioned who instigated this need for a quiet zone. The simple solution to the whole problem is earplugs. He has used earplugs for thirty-five years and the work inside the house and outside of the house. This solution is guaranteed. Forget about the four million dollars, spend fifty cents.

Bill LaFond, 212 Laurel Street, has lived in Batavia for twenty-six years. They have raised a family here and have not had any problems. His concern is with the crossing gates and the result on property values. The 28ft tall gates would cast a shadow upon his house. He is against this proposal.

Lisa Castillo, 418 Webster Street, stated that she moved here three years ago and was new to the trains. She had lived in downtown Chicago and had busses idling outside her bedroom window and did not find that to be a problem. The trains here are obnoxious. We have two small kids, a three month old and a two-year old that wake up whenever the train comes by. She understands that three million dollars is a lot of money. However, they may move because the train noise is that obnoxious. They do not want to leave Batavia. She is afraid that the property value may be going down due to the noise pollution of the train. She asserted that during the three years she has been here the trains have become louder and louder. She does not know what BNSF can do, but perhaps they can change the idling problem when the conductor goes into the 7/11 and then twenty minutes later starting the horn again when her family has fallen back to sleep. She asked for the City to try to eliminate that problem to help the situation just a little bit. She thanked the Committee for their time.

Ed Castillo, 418 Webster Street, shared that he lived in Batavia for most of his life. He lived at Webster for the past eight years. He loves living near the downtown. His family enjoys the river walk, the trail, and the new streetscape. During the night it is a totally different story. He sleeps with earplugs and still hears the train. Some engineers are much worse with the horn than others. The train idles there for twenty, thirty minutes at night and even during the day by the 7/11. If the City would like to have mixed-use developments in the downtown, the train situation would

be a big disincentive. The money is a big investment but that is what it is, it is an investment in our downtown. He questioned if TIF money could be used towards this project since it would benefit the downtown community, help revitalize the downtown, and get more housing into the downtown.

Jason Cook, 634 Ritter Drive, is in favor of any proposal including the gates. The train wakes him up every night. He sleeps with earplugs and an air purifier but it doesn't help much. He has lived here two and a half years and sometimes they are ready to move out where they won't hear trains. He understands that the cost is high but if money can be obtained elsewhere it would be beneficial. Safety concerns are with school busses and it would be a lot safer with crossing gates. He thanked the Committee for their time.

There were no others that wanted to speak and Volk closed the public hearing portion of the meeting. He stated that 3.2 million dollars is a major amount of money and suggested that staff continue to look into what can be done. Basquin stated that staff will research the complaint regarding the idling train at 7/11. There was no objection by the Committee.

5. Final Acceptance of Fox Valley Industrial Park Phase 1 (John Kennedy 1/30/13)

Motion: To approve final acceptance of the Fox Valley Industrial Park Phase 1
Maker: Liva
Second: O'Brien
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried
CONSENT AGENDA

6. Resolution 13-19-R: Authorizing to Purchase a 2013 John Deere 524 End Loader Through GSA Purchasing Program for $82,877.00 (Scott Haines 1/30/13)

Haines reported that the Street Division would like to purchase a 2013 John Deere 524 End Loader through the GSA purchasing program. The End Loader costs $137,877.00 less a trade-in allowance of $55,000.00 for a 2004 Caterpillar 928 end loader making the final price of $82,877.00.

O'Brien and Jungels moved to waive formal bidding but were informed by McGrath that waiving formal bidding was not necessary for this resolution.

Motion: To recommend approval of Resolution 13-19-R: Authorizing to purchase a 2013 John Deere 524 End Loader with a trade-in through the GSA purchasing program for $82,877.00
Maker: Liva
Second: O'Brien
Voice Vote: **5** Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

7. Resolution 13-20-R: Authorization to Purchase a DuraPatch Trailer through the State of Illinois Joint Purchasing Program for $48,467.00

Haines reported that a DuraPatch machine is specifically used for roadway maintenance. Staff budgeted for this type of machine last year but it was not available on the State Bid so staff budgeted $55,000.00 for 2013. This machine is used to fill potholes, large cracks, and depressions with hot asphalt emulsion and aggregate in layers, if needed, without removing any existing pavement. Staff will be able to use this process primarily during spring through fall seasons but it can be used during a mild winter day. Staff believes that once we have had an opportunity to use the machine a full season, there will be a significant reduction in contractual patching.

Motion: To recommend to City Council approval of Resolution 13-20-R: Authorization to purchase a DuraPatch Trailer through the State of Illinois Joint Purchasing Program for $48,467.00
Maker: O'Brien
Second: Jungels
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

8. Resolution 13-21-R: Authorization to Purchase a 2013 John Deere 328E Skid Steer Through GSA Purchasing Program for $58,925.00 (Scott Haines 1/31/13)

Haines reported that this would be replacing a nineteen year old Skid Steer. Staff will also be purchasing Cold Planner and Pallet Fork attachments. Staff hopes to reduce the money used towards pavement patching and use this purchase towards repairing roads when it needs to be done.

Motion: To recommend to City Council approval of Resolution 13-21-R: Authorization to purchase a 2013 John Deere 328E Skid Steer through the GSA purchasing program for $58,925.00
Maker: O'Brien
Second: Jungels
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

9. Refuse and Recycling Program: Discussion (Scott Haines 1/31/13)

Haines stated that St. Charles had extended their program and have decided not to partner with Batavia. Geneva is still interested in partnering with the city and intends to continue to work with us to get this done together.

Haines stated that there are three options for the refuse and recycling program. The first option is exactly what exists now in Batavia. Option two does away with the cost for recycling and the 18 gallon toters and gives 65 gallon recycling toters to everyone. Everything else stays the same: stickers, different sized toters and half bag. Haines stated that the option three toter program is

the least likely we would go forward with since it is a one size fits all program. We can look at this when the bids come in.

Liva stated that he observes the streets getting very messy after garbage pickup. Therefore, he would prefer option two with the larger recycling bins. He feels that it would encourage more recycling. O'Brien stated that he is in favor of option two as well. Volk stated that the deciding factor will be keeping the price down.

10. Others

McGrath requested that it be stated on the record that he thinks that the professional staff tonight was treated horribly by the chairman. He asked the aldermen to consider coming up with a code of conduct for themselves when conducting business. McGrath continued that this has happened too many times in public when professional staff is embarrassed in public and it is not appropriate. Volk responded that he was ignored by the staff when he asked if staff had proper direction from the Committee.

Liva stated that he would like to develop a program to reestablish growth along the banks of the Fox River so that we are not constantly removing invasive species. He questioned if the Riverboat Grant could be used towards such program. Holm stated that staff is concerned with erosion due to chopping down all of the foliage along the river. He continued that what you see now is an interim step and not a permanent solution. The River Boat Grant is meant to be a plan that can eventually be implemented. The grant cannot be used towards construction dollars to replant. Subsequent funding is needed to replant. Holm stated that the landscape architect will be working with the city to help deter invasive species. The tree roots have been left in to help prevent erosion but it is not a permanent solution. Liva stated that he would support permanent solutions and to do this the right way. Holm stated that the river plan that staff is working on now for a grant is not only erosion prevention but identifying recreational opportunities along the river and promoting the river as a resource.

Frydendall commented that there is a lot of debris on city-owned property by the transformers by Larson Becker. He asked staff to put this on their list because people are parking there as River Street is getting more successful.

O'Brien questioned how snow removal went on River Street. Haines stated that it took about two hours and he feels that it went well. It is a lot of work and a challenge but should get easier with practice.

11. Matters from the Public

There were no matters from the public at this time.

12. Adjournment

There being no other business to discuss, a motion was requested by Chair Volk to adjourn the meeting at 9:52 pm; Made by O'Brien and seconded by Jungels. Motion carried.

Minutes respectfully submitted by: Jennifer Austin-Smith

I am not a resident of Batavia nor have participated in this race, but I am a part of the large running community in the Fox Valley and regularly attend church services.

I read in the Chronicle this morning that there were complaints from residents that they were unable to attend church services because of road closures race morning. Where I would prefer races on Saturdays so I can worship on Sunday morning would be ideal, this may not be an option.

With proper advertising and announcements during the month prior to the race, I believe negative impact would be minimal. Did the race directors reach out to the local organizations that may be affected. I am certain volunteers for the race would handle any necessary communication to reduce issues on race day.

I understand the need to balance the desires of residents of Batavia and attracting large events. I have not registered for this race so far because it never fit my training plan. I can tell you that the Fox and the Turkey was a horrible experience on the trail last year because of the overcrowding. If that race is not moved back to the streets of Batavia, I (and many others) will skip that race or ask that it be moved to another town where it can be run on city streets.

Respectfully,

Margo

Margo Churchwell
Strategic Account Executive - BioPharm
Market Access

Dear Jim and Lisa,

I am a local runner, who has enjoyed this particular half marathon in the past. I am also a licensed massage therapist with a great number of runners, triathletes and iron man competitors as clients. I understand that your city event administrator is seeking to prohibit the race from being run through the streets of your community, and attempting to have the course run on trails only.

I certainly understand the additional costs and burdens on your city resources, that come with running this event in the streets. I know that it requires insurance coverages, police presence, and barricades that running only on the trails might reduce or mitigate. Here are the problems that a trail-only half marathon presents to the runners.

1. Trail running for an event of this nature requires runners to bunch together down a much narrower pathway than a city street provides. This means that runners who attempt to move forward past slower runners will meet with a great deal of time delay and frustration, and will more likely encounter collisions and greater frequency of injury. Slower runners, or runners who need to take walk breaks as a part of their race strategy are going to be endangered because there will be insufficient room for other runners to safely pass them.

2. Trail running will also be much more hazardous at every water station, for the same reasons as stated above, the reduced amount of space for runners to slow and take water cups, coupled with the need for space to give out water cups, will lead to a much greater incidence of injury, and also will cause runner delay.

3. A major draw for many runners to participate in an event such as this, is the opportunity to enjoy the sights of the community, including beautiful homes and tree-lined streets, as well as the splendor of the running trails. If those factors are removed from this race, it will lose a great deal of interest to the running community.

A similar issue was plaguing the Hot Chocolate run which is held annually in Chicago. The run was originally performed along the lakeshore trails only, and not on the streets, and because of this, it lost many participants who had come for it's inaugural running. Countless numbers of the runners who had shown up for the first event vowed never to return to this run, because the lack of room to run (which the streets would have provided) meant that they would be faced with time delays, frustration trying to pass other runners, or collisions with other runners trying to pass them, and hazardous conditions in and around the water stations. Please consider these issues when your council meets to decide this matter. If your township benefits from this event and wants to keep seeing the large crowds that this race usually brings, please keep the course on the streets as well as the trails.

Sincerely,

Anne Quigley
Pure Harmony Massage

Mr. Volk and Ms. Clark –

I have just learned of the potential plan that all races in the City of Batavia will be run on trails. I believe this to be a mistake for a couple of reasons.

First is safety: the trails are just not wide enough to safely handle the number of runners. There have been nearly 1000 finishers in the Half Madness Half Marathon each of the last four years. The fact that this race starts on the streets before it gets to the trails allows the crowd to “thin-out”; that is, by the time we hit the trails, the runners are spread out enough that we are not crowded, and we can safely pass others.

Second, I believe if you limit this race to trails, you will lose runners. Nobody will want to run a race entirely on a trail, where they feel like they cannot safely run their race. I don’t want to spend my race energy dodging runners and constantly looking in all directions to see if I can pass another runner. I predict you will see the number of runners dwindle as the race gets a reputation for being run only on trails, where a runner can’t run his/her best race because of congestion.

I live in Minneapolis, but have come to Batavia three of the last four years, with the sole purpose of running the Half Madness Half Marathon. I was already making plans to make the trip to Batavia in August of this year – just for this race. But if this race will be run only on trails, I will take my race dollars elsewhere, where I feel safe and have an opportunity to run my best.

The Half Madness Half Marathon is a great race, and gives one a great tour of the City of Batavia. My hope is that you will consider allowing the race to continue to use city streets.

Thank you for your time,

Dave Boese

Minneapolis, MN

Greetings from Asheville, North Carolina!

As a former resident of Batavia, Illinois, I am writing to you to address an upcoming vote on whether to allow the Batavia Half Madness Half Marathon to include city streets as part of the course. While we no longer live in Batavia, we have plans to travel to Illinois specifically so that I may run this race in August.

There have been numerous races that have begun in Batavia, the Half Marathon and Batavia Triathlon by far are my favorites and have both done a fantastic job of showcasing beautiful Batavia. As Lisa is probably well aware given her involvement in the Batavia Triathlon for nearly ten years, runners and triathletes come from all over to participate in these races. In some cases, from out of state. Unlike other smaller races, such as the numerous 5K races the city hosts, the Batavia Triathlon and Half Madness Half Marathon draw larger and more diverse participants from greater distances, thus the importance of giving the athletes the ability to see and experience the quaint neighborhoods that flank both sides of the river.

I have no doubt that both of these races have significantly contributed to the local economy, as exhibited by the fact that both these races usually partner with a local hotel, and local sponsors continue to sponsor these races year after year.

The primary reason athletes choose to run the Batavia Half Madness Half Marathon is for the ***experience***, and that is why the race has been successful in the past. Anyone can run on the trails, however, to allow runners to pass through the neighborhoods in city streets, greeted by the families that come out of their homes and cheer them from the sidewalks (including the mayor!) is truly a unique and memorable ***experience***.

Please consider voting yes to allow this race to continue as it has in the past and to continue a tradition of putting on one of the best half marathons in the region.

Sincerely,

Carolyn Kovash

Dear City Officials,

I am writing this on behalf of Valvary Episcopal Church. We are of the understanding that there is discussion regarding route changes to the various runs that take place in the community. First, let me express our support for the races. They showcase our city and community and that is a good thing. However, the routes that have been selected in the past have greatly disrupted our worship schedule. We average between 40-60 people who attend our 8am service as this is the group most affected. It is no secret as to our location at a major intersection, Route 31 and Main Street. Every route north, south, east and west is impacted and we strongly urge that you find a way to reroute the events. The triathlon is a major worry. As the event has grown in popularity, runners look for places to park and we have seen event participants using our parking and walking to the events which is close by. This impacts our service at 8 and also at 10 when these participants return to claim their vehicles when we have arriving worshippers.

We strongly ask that you find a way that improves our member's ability to attend worship by selecting a different route for events or dates.

Respectfully,

Dan Hoefler
Senior Warden
Calvary Episcopal

CITY OF BATAVIA
100 N. Island Ave., Batavia, IL 60510
(630) 454-2000 http://www.cityofbatavia.net

CITY SERVICES COMMITTEE AGENDA
Wednesday, March 27, 2013
7:30 p.m. – City Council Chambers 1st Floor

1. Roll Call

2. Approve Minutes for CDC/CS January 29, and February 5, 2013

3. Items Removed/Added/Changed

4. Resolution 13-45-R: Approving the Contract Agreement with ENCAP, Inc. for Braeburn Marsh 5 year Management & Maintenance (Andrea Podraza 3/12/13)

5. Ordinance 13-02: ESDA Discussion (JDS 3/22/13)

6. Others

7. Matters From The Public

8. Adjourn

1. **Volk, Chair**
2. **Liva, Vice-Chair**
3. **O'Brien**
4. **Tenuta**
5. **Dietz**
6. **Frydendall**
7. **Jungels**

MINUTES
January 29, 2013
Community Development Committee
And
City Services Committee Joint Meeting
City of Batavia

Please **NOTE:** These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. They are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. They may not reference some of the individual attendee's comments, nor the complete comments if referenced.

Chair Brown called the meeting to order at 7:30 pm.

1. Roll Call

Community Development Committee Roll Call-

Members Present: **Chair Brown; Vice-Chair Wolff; Aldermen Sparks, Clark, and Stark**

Members Absent: **Aldermen Chanzit and Atac**

City Services Committee Roll Call-

Members Present: **Chair Volk; Vice-Chair Liva; Ald. O'Brien, Frydendall and Jungels**

Members Absent: **Aldermen Tenuta and Dietz**

Also Present: **Mayor Schielke (arrived at 7:34pm); Jeff Albertson, Building Commissioner; Scott Buening, Community Development Director; Drew Rackow, Planner; Andrea Podraza, Civil Engineer; Deputy Fire Chief Randy Banker, Batavia Fire Department; and Jennifer Austin-Smith, Recording Secretary**

2. Approve Minutes for City Services on December 4, 2012 and January 8, 2013; Approve Minutes for CDC for January 15, 2013

Motion: To approve the minutes for City Services on December 4, 2012 and January 8, 2013
Maker: Jungels
Second: Liva
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.

Motion: To approve the minutes for the Community Development Committee for January 15, 2013
Maker: Wolff
Second: Sparks
Voice Vote: 5 Ayes, 0 Nays, 2 Absent

Motion carried.

3. Items Removed/Added/Changed

Buening stated that staff would like to remove agenda item number nine from the meeting. Additional information is needed for staff to investigate and discuss before presenting this to the Committee. There were no objections to the removal of this discussion.

4. Resolution 13-14-R: Agreement with WBK for Braeburn Marsh Maintenance (Andrea Podraza 1/Ordinance 13-06: Variance for a Covered Front Porch Setback, 610 Ritter 18/13)

Podraza updated the Committee on the Braeburn Marsh maintenance. Podraza reported there is a mandatory five-year monitoring to the U.S. Army Corps of Engineers (USACE). WBK did the work for the design for the Braeburn Marsh and did the first recording document that is going to the USACE. Staff has asked WBK to prepare a proposal to monitor the project which will be done twice a year, in the spring and the fall. WBK would then prepare the report. WBK would be charged with getting the Braeburn Marsh up to the standard in order to be released from the USACE. This resolution is to authorize an agreement with WBK for those services for five years.

Podraza continued that staff will be putting bids out for qualified consultants for services to actually do the work since staff was unable to do the work in-house last year. There will also be a scheduled burn this year as well.

The City Services Committee (CSC) discussed the five-year mandatory monitoring and invasive species removal. Mayor Schielke spoke in favor of approving this resolution. He noted that the marsh needs a lot of work. He shared that there is a lot of garbage in that area and the marsh's undergrowth has become significant. The marsh desperately needs to be burned off.

Jungels stated that a couple of years ago there were several residents in Braeburn who were interested in cleaning up the marsh. She stated that she has had residents contact her and ask her if City Staff and the Forest Preserve are forming a group for cleaning up the marsh. Jungels noted that this would be a good facet for cleaning up the garbage that has accumulated there as well. Podraza responded that the marsh is a Forest Reserve parcel. She will contact the Forest Preserve and speak with Noel Basquin, City Engineer, as well regarding this issue. Podraza shared that she will report back to the Committee sometime in February or March.

Liva discussed the contract. He stated that he would like the contract written per year, not to exceed on an annual basis versus a five-year total.

Motion: To approve Resolution 13-14-R: Authorizing an agreement with WBK for Braeburn Marsh Maintenance not to exceed $25,591.11
Maker: Jungels
Second: O'Brien
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

5. Resolution 13-18-R: Authorizing Execution of Easement Agreement and Grant of Easement for 10-90 N. Island Avenue (Karen Young 1/24/13)

Podraza reported that this resolution is for streetscape improvements. On Wilson Street there is a two foot easement strip that staff is requesting for additional sidewalk. On the corner on Island Avenue it is for the landscape improvements. She noted that all of the improvements are shown in the exhibits.

Brown stated that the landlord, Alex Brothers, have been very cooperative with the City and he would like to thank them for their support.

Motion: To approve Resolution 13-18-R: Authorizing execution of easement agreement and grant of easement for 10-90 N. Island Avenue
Maker: Stark
Second: Wolff
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

6. Resolution 13-05-R: Declaring Surplus Property (Randy Banker 1/16/2013)

Banker reported that the Fire Department recently took possession of a new Ford F550 Squad and it is now in service. This vehicle was a replacement for a 1991 GMC/Pierce Squad Pumper. Banker would like to recommend that the Committee declare the 1991 GMC/Pierce Squad Pumper surplus property so that we may sell or auction the vehicle.

Motion: To approve Resolution 13-05-R: Declaring the 1991 GMC/Pierce Squad Pumper surplus property
Maker: Liva
Second: Jungels
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

7. Dedications Hamlet Union and Van Buren (Scott Buening 1/24/13)
Resolution 13-15-R Dedication of Part of Hamlet Street
Resolution 13-16-R Dedication of Part of Union Street
Resolution 13-17-R Dedication of Part of S. Van Buren Street

Buening reported that these are parcels of land that the City owns that were acquired over a period of time through deeds from various property owners. They are all areas that are actively used as roadways but are not dedicated as roadways. That creates some problems when using motor fuel tax funds to improve the streets and there is some question on the ability to enforce traffic laws on these parcels of land that are not dedicated roadways. Staff is working on acquiring parcels under private ownership that Hamlet Street is over to dedicate as right-of-way. Staff has a couple other parcels that are unincorporated that are owned by the City. Once the City annexes those parcels staff will return to the Committee to have those dedicated as well.

Motion: To approve Resolution 13-15-R: Dedication of Part of Hamlet Street
Maker: Wolff
Second: Stark
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

Motion: To approve Resolution 13-16-R: Dedication of Part of Union Street
Maker: Stark
Second: Wolff
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

Motion: To approve Resolution 13-17-R: Dedication of part of S. Van Buren Street
Maker: Wolff
Second: Stark
Voice Vote: 5 Ayes, 0 Nays, 2 Absent
Motion carried.
CONSENT AGENDA

8. Ordinance 13-09: Granting a Variance for an Interior Side Setback (Drew Rackow 1/24/13)

Rackow reported that the variance for an interior side setback would facilitate the construction of an elevator. The R0 setback is 15 feet. The request would be a 12 foot setback allowing the elevator to project three feet into the interior side setback on the east side of the property. Rackow stated that at the Zoning Board of Appeals hearing, one member of the public spoke in favor of the proposed ordinance. The Zoning Board felt that this would be an appropriate situation to use the reasonable accommodation provision that is allowed under the Americans with Disabilities Act. The Zoning Board found in favor the subsequent findings required for a variance. The Zoning Board recommendation was a vote of 6-0 to approve this variance and staff recommends approval of this variance as presented.

The Community Development Committee discussed the variance and setback. Rackow noted that the elevator projection is a little wider than the standard chimney but will have a similar appearance from the outside. Sparks questioned if the applicant would still have to hold to the light and vent requirements under the building code for the basement due to the removal of a window. Albertson answered that the light and vent requirements can be provided artificially in the basement. The only requirement is that they have an escape window in which the applicants will still have. Wolff asked about fire protection requirements. Albertson stated that there is no fire protection in a single family house that the elevator would affect.

Motion: To approve Ordinance 13-09: Granting a Variance for an Interior Side Setback
Maker: Wolff
Second: Stark

Roll Call Vote: **Aye:** Brown, Wolff, Sparks, Clark, Stark
Nay:
5-0 Vote, 2 Absent, Motion carried.

9. Discussion: Multifamily Concrete Floor Separations (Jeff Albertson 1/23/13)
This item was removed from the agenda.

10. Project Status Update
Buening reported that Wal-Mart is underway with construction. Chick-Fil-A is opening February 7th and staff is coordinating with them for crowd control with the Police Department. Pep Boys and the retail building next to it have submitted for permit and staff is reviewing the request and the permit should be issued in a few weeks.

11. Other
Volk stated that there has been a determination by staff to move the Peapod half marathon completely to the bike path. Volk stated that he and Alderman Clark have received several emails opposed to this change. Volk and Clark invited the organizers, runners and various stakeholders to the February 5th City Services Committee meeting. Also to be discussed at the February 5th meeting is the issue with train horns.

Volk stated that several members of the public wish to address the Committee regarding the sidewalk program, particularly on Spring and Washington. Volk invited the meeting attendees to address the Committee.

Jerry Miller, 220 Spring Street, addressed the Committee. He stated that he and his neighbors have all lived at their homes for forty years or more. Miller stated that they have all survived without a sidewalk for those years. He was informed this week that the City would like to put in a sidewalk this year. Originally, the sidewalk was planned for 2015. Miller does not understand why there is a need for a sidewalk. There is not a lot of foot traffic on Spring Street. Having a sidewalk on his side of the street will result in a loss of privacy. He is totally opposed to the sidewalk.

Felix Bowen, 130 North Washington Ave, stated that he also received the letter regarding the proposed sidewalk. His main complaint with the placement of this sidewalk is that it would be very close to his bedroom window the way his house sits on the lot. He is very opposed to the sidewalk placed on his side of the street. He noted that if there has to be a sidewalk, he would like to see it placed on the north side of the street. He knows that it will cost more money on the north side of the street but if we wait five years longer to put it onto the north side of the street it would surely become more expensive. He does not see how being cheap this year will help.

Manuel Martinez, 129 North Van Buren St, stated that there is not a lot of foot traffic on their street. He has a problem with the sidewalk being close to his house. He shared that he already experienced theft at his house and does not want to encourage more. He asserted that the sidewalk would bring people closer to his house which may cause more theft.

Volk stated that staff will notify them once the discussion regarding the Spring Street sidewalk is scheduled for City Services. Brown stated that if there were to be a sidewalk on Spring Street, he feels that it would be more appropriate on the north side. Volk stated that he will email McGrath and Buening regarding the location of the sidewalk.

12. Matters From the Public

There were no matters from the public.

13. Adjournment

There being no other business to discuss, Chair Volk asked for a motion to adjourn the City Services Committee meeting at 8:04pm; Made by O'Brien; Seconded by Jungels. Motion carried.

There being no other business to discuss, Chair Brown asked for a motion to adjourn the Community Development Committee meeting at 8:04pm; Made by Wolff; Seconded by Sparks. Motion carried.

Minutes respectfully submitted by Jennifer Austin-Smith

CITY OF BATAVIA

DATE: **March 22, 2013**
TO: **Alderman James Volk, City Services Chair**
FROM: **Mayor Jeff Schielke** JDS.
SUBJECT: **ESDA Reorganization**

I wanted to clarify my earlier about the proposed reorganization of ESDA with the Batavia Fire Department for Wednesday's City Services meeting. They just include terminology differences to be consistent with the proposed Code changes but make the entire concept clearer. I have reviewed them with the staff. I have also kept the basic message of the earlier comments as this will be posted on the City website and give residents a better understanding.

I would note that several members of the City Council have told me that they have their own comments or questions relative to this subject which they would like to discuss at a City Services Committee meeting.

A. The ESDA Coordinator *as contained in the state statutes* will be the Fire Chief.

B. The person who will *directly manage and work* with the ESDA Volunteers will be the *ESDA Manager.*

C. Under the fire department chain of command the ESDA Manager will report directly to the Fire Chief.

D. The ESDA Manager will be similar to the Superintendents, that is, he or she will be appointed by the Mayor, and confirmed by the City Council, even though day-to-day he or she are managed by Department Heads and the City Administrator. I would note that under the current city chain of command all department heads fall under the direction of the City Administrator but many are assigned to report and coordinate their activities to another Department Head. This certainly the case in Public Works where the Public Works Director oversees the Street, Waste Water, Electric and Water Departments.

E. It is my recommendation that we compensate the ESDA Manager at the 2012 Budget level, and review that compensation as is done with the general City employees We would need to amend this year's budget to facilitate this recommendation before an appointment is made.

F. Under the Mutual Aid Box Alarm System (MABAS) which is now the recognized mutual aid system throughout the State of Illinois, all dispatching of emergency agencies and units is done by a pre-determined and approved response system centered around fire departments. A similar system has also been put together by police agencies. This system has basically eliminated the Batavia's ESDA from being included in any requests for assistance from outside agencies. A suggestion that they were still being included for response into DuPage County has been checked out directly with that Agency's Coordinator and we find out that this is not the case. One of the

benefits of placing our ESDA under the Batavia Fire Department will be that we will be able to include their response as part of our fire department's, if needed.

G. A review of area ESDA units finds that a number of communities in Kane County have eliminated any use of city-controlled ESDA units and have given the entire concept over to the Kane County ESDA. In most of our neighboring towns, Geneva, St. Charles, and North Aurora coordination of ESDA has been assumed by their fire department already.

H. Chief Deicke informs me that it is his intention to include ESDA in many of the operations of the fire department. This would include automatic response to general alarms for assistance in such areas as scene lighting, crowd and traffic control and command aid assistance. He also informs me he will be exploring other concepts for utilizing ESDA in emergency situations.

Please discuss Ordinance 13-02 Wednesday in light of these comments.

C: City Council
Bill McGrath
Chief Deicke
Jason Bajor
ESDA

EXHIBIT 1 OF RESOLUTION 13-45-R

AUTHORIZING EXECUTION OF THE CONTRACT FOR THE BRAEBURN MARSH: 5 YEAR MANAGEMENT & MAINTENANCE PROJECT WITH ENCAP, INC.

CITY OF BATAVIA

DATE: 3/20/13
TO: City Services Committee
FROM: Andrea M. Podraza, P.E., CFM, Civl Engineer
SUBJECT: Braeburn Marsh: 5 Year Management & Maintenance Project

- **Resolution 13-45-R – Authorizing the execution of the Contract for the Braeburn Marsh: 5 Year Management & Maintenance Project with Encap Inc,**

This bid was distributed for only the City's portion of the Braeburn Marsh, the west side. The Kane County Forest Preserve District is responsible for the management and maintenance of the east side and plans to put bid packages out in the summer after KCFPD's budget year. The following six companies were distributed bid packets: Applied Ecological Services, Davey Resources, Earthwerks Inc., EnCap Inc., Hey & Associates and Pizzo and Associates. Bids were received from EnCap Inc, Pizzo & Applied Ecological Services and opened on March 15, 2013. Below is the summary for each year of the 5-year contract and the grand total for the engineering estimate and the bids received by each company:

	***Engineering* Estimate**	**AES**	**EnCap**	**Pizzo**
2013	$42,340.60	$191,771.05	$24,791.17	$89,526.11
2014	$37,640.60	$56,714.95	$12,903.20	$88,819.71
2015	$35,098.00	$40,298.22	$13,381.33	$81,434.07
2016	$37,640.60	$49,013.83	$12,903.20	$92,070.22
2017	$35,098.00	$35,900.98	$8,665.82	$83,965.17
Bid as Read	**$187,817.80**	**$373,699.03**	**$72,644.72**	**$435,815.29**

Overall, the low bid was received by EnCap Inc. of Sycamore, Illinois. Upon review of the bid, Staff feels comfortable with the unit prices received from EnCap, Inc. Staff has worked with EnCap previously on the Windmill Lakes Basin Restoration Project with good results and they are currently maintaining that project as well.

Please find attached:

- **Resolution 13-45-R – Authorizing the execution of the Contract for the Braeburn Marsh: 5 Year Management & Maintenance Project with Encap, Inc.**

Recommended Action:

Staff recommends for the City Services Committee approve the following:

- The construction Contract for the Braeburn Marsh: 5 Year Management & Maintenance Project with EnCap, Inc., of Sycamore, Illinois and resolution 13-45-R.

CITY OF BATAVIA, ILLINOIS

RESOLUTION 13-45-R

AUTHORIZING EXECUTION OF THE CONTRACT FOR THE BRAEBURN MARSH: 5 YEAR MANAGEMENT & MAINTENANCE PROJECT WITH ENCAP, INC.

WHEREAS, the City of Batavia has identified the need for implementation of management and maintenance of the Braeburn Marsh: 5 Year Management & Maintenance Project; and

WHEREAS, the City of Batavia requested bids on the project and reviewed the submitted bids; and

WHEREAS, Encap, Inc. has submitted a bid and is the lowest responsible bidder for the project; and

WHEREAS, the ecological restoration company of ENCAP, Inc. has the appropriate expertise and experience necessary to provide construction services; and

WHEREAS, the total cost of said construction services is in the amount not to exceed $72,644.72; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Contract with ENCAP, Inc., of Sycamore, Illinois, for construction services in the amount not to exceed $72,644.72. The Contract is attached hereto as Exhibit "1".

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Chanzit					Jungels				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

VOTE: Ayes Nays Absent 0 Abstention(s) counted as _____
Total holding office: Mayor and 14 aldermen

ATTEST:

_____

Heidi L. Wetzel, City Clerk

S:\Eng Shared\CIP\Stormwater\SWC_09_002_Braeburn\5 yr Maintenance\Legal\Resolution\13-45-R Authorizing Execution with ENCAP.docx

BIDDING DOCUMENTS

FOR

BRAEBURN MARSH:
5 YEAR MANAGEMENT & MAINTENANCE

CITY OF BATAVIA

KANE COUNTY, ILLINOIS

FEBRUARY 2013

ANDREA M. PODRAZA
062-059208
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
exp 11/30/13

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PART I

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INVITATION TO BID

For the

Braeburn Marsh: 5 Year Management & Maintenance

1. **NOTICE** is hereby given that the City Council of the City of Batavia, Illinois (hereinafter called the "Owner") will receive sealed bids at the **Office of the City Engineer, 100 North Island Avenue, Batavia, Illinois 60510-1930**, until **4:00 P.M.** local time on **Thursday, March 14 and 2013** for the construction of the **Braeburn Marsh: 5 Year Management & Maintenance** (hereinafter called the "Project") at which time and place the bids will be publicly opened and read aloud.

2. This is a cash project.

3. The work for which bids are to be received generally and briefly consists of the following:

   - **Wetland Maintenance**
   - **Weed Control**
   - **Erosion Control**
   - **Controlled burn**

4. All work shall be in accordance with the specifications as set forth in the Contract Documents, plans and other State and Local regulations as applicable.

5. The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the 2013 bid amount only. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

6. The Owner reserves the right to require the low Bidder to file proof, within seven (7) calendar days of the bid opening, of the Contractor's ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement, a list of equipment owned by Bidder, and a backlog of jobs under a Contract. The Project will be awarded once the qualified low Bidder furnishes satisfactory evidence that they have the ability, sufficient capital, facilities, and plant to enable the Contractor to prosecute the work successfully and promptly, and to complete the work within the

time specified in the Contract Documents.

7. The Contractor shall provide a written statement as part of the Bid submittal of verifying their ability to commence work on the project within the time specified in the Contract Documents.

8. The Owner intends to accept the lowest responsible bid and the Owner reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The Owner reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding sixty (60) days after the date of opening the bids. The private bid opening date is **Friday, March 15, 2012 at 9:00 A.M.**

9. The successful Bidder to whom the Contract shall be awarded shall sign the Contract, furnish a Performance Bond, or Letter of Credit in amounts equal to one hundred ten percent (110%) of the 2013 Contract Amount only and required Certificates of Insurance, within five (5) calendar days after the Contract has been awarded. Failure to do so shall make the Contract null and void.

10. Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 5% Bid Security with submittal of bid; 3) 110% Performance Security five calendar days after Contract award; 4) applicable OSHA and EPA requirements;

11. Bid package (Instructions to Bidders, Contract Documents, Plans, Specifications and Special Provisions) for use by prospective Bidders and interested suppliers may be obtained from the Office of the City Engineer of Batavia, Illinois, 100 North Island Avenue, Batavia, Illinois, 60510-1930.

Dated this twenty-sixth day of February 2013.

City of Batavia

Andrea M Podraza

Andrea M. Podraza, P.E., CFM
Civil Engineer

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. **LOCATION:**
The proposed work covered by these documents is located as shown on the location map contained in the drawings, or as designated by the Owner.

In general, all work is to be constructed within public land owned and/or dedicated for public use, or easements for which the Owner has obtained clearance for the use intended.

2. **SCOPE:**
The scope of work is outlined in the Contract Documents, Specifications and drawings.

3. **DEFINITIONS:**
Wherever the word "Owner" is used in these documents, it shall be understood to mean **City of Batavia**. Wherever the words "directed", "permitted", "ordered", "designated", "approved", "satisfactory", "acceptable", or words of like import are used, they shall be understood to refer to the exercise of the authority or judgment vested in the City Engineer.

4. **BID DATE:**
Sealed bid proposals will be received for the proposed work specified herein at the **Office of the City Engineer, 100 North Island Avenue, Batavia, Illinois 60510-1930** until **4:00 P.M.** local prevailing time on **Thursday, March 14, 2013.**

5. **BID OPENING:**
The private Bid Opening will be held at the **Office of the City Engineer, 100 North Island Avenue, Batavia, Illinois 60510-1930** at **9:00 A.M.** local prevailing time on **Friday, March 15, 2013.**

6. **INTERPRETATION OF CONTRACT DOCUMENTS:**
If any person, contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, they may submit to the Owner a written request, **no later than 10 AM local time, and three business days prior to the bid opening**, for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an Addendum duly issued by the Owner and a copy of such Addendum will be mailed, faxed, emailed or delivered to each person receiving a set of such documents. All Addenda to Bidders shall be incorporated in the bids and will become a part of the Contract Documents. **No oral interpretations** by the Owner will be binding; only instructions in writing will be deemed valid. All requests for interpretations regarding this project may be directed to **Andrea Podraza, City of Batavia Engineering Department, 100 North Island Avenue, Batavia, IL 60510, phone 630-454-2757, fax 630-454-2775**

or email apodraza@cityofbatavia.net.

7. **PREPARATION OF BID PROPOSAL:**
Each bid proposal shall be submitted on the form provided by the Owner. The bid proposal shall be enclosed in an opaque envelope, which is sealed and clearly marked on the front **"Bid Proposal – Braeburn Marsh: 5 Year Management & Maintenance**, addressed to the Owner, with the name and address of the Bidder endorsed thereon.

The Proposal from the Contractor shall consist of the Compete Contract Documents and supplemental addendums as received from the Owner. The bound contract Documents shall not be separated and shall be submitted as a complete packet. Bid proposals are to be submitted for the work specified on the attached BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID SCHEDULE, all furnished and installed in strict conformance with the specifications therefore. No proposal will be considered except upon completed work fully installed in place as specified.

All blank spaces in the proposal shall be properly filled in with ink opposite each item, using figures and written words, as indicated in the column headings.

In case of discrepancy between the prices indicated in figures and in written words, the written words shall govern and will be used in computing the total bid price for comparison of proposals.

8. **SIGNATURE ON BID PROPOSAL:**
Each bid proposal shall contain the full name of every person, firm, or corporation interested in the same and the address of each Bidder. When firms bid, the name of each member should be signed and the firm name added. When a corporation is the Bidder, the person signing shall state under the laws of what state the corporation is chartered, and the name and title of the officer having authority under the by-laws to sign contracts. Any one agent signing the bid proposal must file with it legal evidence of their authority to do so.

9. **BID GUARANTEE:**
Each bid proposal shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the 2013 season bid amount only. Said bid guarantee to serve as a guarantee that if the Contractor's proposal is accepted and a contract awarded, the successful Bidder, within the specified time, will enter into a contract agreement with the Owner and post the required Performance Security.

All bid guarantees will be returned to unsuccessful Bidders after a contract has been entered into with the successful Bidder.

10. **BASIS OF AWARD:**
Award of a contract or contracts will be based upon the bid proposals submitted and then **only** to the party (or parties) submitting the lowest responsible bid (or bids) as determined by the Owner in its sole judgment. The Owner reserves the right to waive any informality in the proposals or to reject any or all bids.

11. **WITHDRAWAL OF PROPOSAL:**
If a Bidder wishes to withdraw its proposal, the Bidder may do so before the time fixed for the opening of bids, without prejudice to the Bidder, by communicating the Contractor's purpose in writing and delivered by certified or registered mail, postage prepaid to the Owner, and when the Contractor's bid is reached, it will be handed to the Contractor or to the Contractor's authorized agent unopened. Bids opened and read may not be withdrawn for a period of sixty (60) days. Corrections, modifications, or amendments to bids for any reason, including any error or miscalculation, shall not be permitted. Withdrawals of bids permitted sixty (60) days after the bid opening may be made in writing and delivered by certified or registered mail, postage prepaid to the Owner.

12. **COMPARISON OF BIDS:**
Proposals for the purpose of awarding a contract will be compared on the basis of the total amount bid, which is to be obtained by applying the unit and/or lump sum bid prices to the quantities listed in the proposal herein.

The estimated quantities of unit price items listed in the proposal, although stated with as much accuracy as is possible in advance, are approximately only, and are given **only** for the purpose of comparing bids. The quantities on which payment will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified in the Contract.

13. **CONTRACT AND PERFORMANCE SECURITY:**
The person, firm, or corporation to whom a contract is awarded will be required to execute a contract, furnish a Performance Bond, Letter of Credit or cash with an acceptable surety company within five (5) calendar days after the contract is awarded to the Contractor. The Performance Bond shall be in the amount of one hundred ten percent (110%) of the award contract amount for the 2013 season only. The Performance Security as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. Such bond shall remain in full force for a period of one year from and after the final acceptance and payment by the Owner. The cost of such performance security shall be included as part of the bid.

14. **FORFEITURE OF BID DEPOSIT:**
If a person, firm, or corporation to whom a contract is awarded fails or neglects to enter into a contract and bond within the specified time limit, the Bidder will be

considered to having abandoned it and the bid deposit shall thereupon be forfeited to the Owner and collected as provided by law.

15. **REJECTION OF PROPOSALS:**
Reasonable evidence or grounds for supposing that any Bidder is interested in more than one (1) proposal for the same item may cause a rejection of all proposals in which the Bidder is interested.

16. **EVIDENCE OF ABILITY :**
Bidders to whom an award may be contemplated, upon request, shall submit a full statement of the Contractor's experience in construction work similar to that covered by this contract and the equipment that he has available or can secure which will permit the work being carried out expeditiously. Before the proposal is accepted, the Owner may require additional information with respect to the Bidders' financial ability to begin the work promptly and conduct it as required by the contract and specifications.

17. **EXAMINATION OF WORK :**
Bidders must carefully examine the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering and handling materials for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the specifications for the work. The Owner will not be responsible, in any manner, for verbal answers to any inquiries regarding the meaning of the specifications given prior to the awarding of the contract. Bidders must contact the City of Batavia Engineering Department at (630) 454-2757 before visiting the site.

18. **LAWS AFFECTING PUBLIC WORK:**
The attention of the Bidder is called to the laws of the State of Illinois and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Illinois relative to licensing of corporations organized under the laws of any other state.

19. **INSURANCE:**
The attention of the Bidder is particularly called to the requirements in the General Conditions, which covers required Insurance.

20. **CONTRACTOR INTERFERENCE :**
Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed and the Bidders must employ, so far as possible such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

21. **INSPECTION AND TESTING MATERIALS :**
The Bidder to whom this contract is awarded must pay for inspection and testing materials in accordance with the requirements of the detail specifications wherever

such inspection or testing is called for under the specifications.

22. **WHEN AWARD IS EFFECTIVE :**
Award is effective upon formal acceptance and execution of the Contract by the Owner. A contract shall be deemed as having been awarded when official of the award has been provided to the successful Bidder.

23. **EMPLOYMENT OF ILLINOIS WORKERS**
Attention is called to the need for compliance with the Illinois Works on Public Works ACT 30 ILCS 570-0.01 et seq.

24. **PREVAILING WAGES :**

Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

Kane County Prevailing Wage for February 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
CEMENT MASON		ALL		41.550	43.550	2.0	1.5	2.0	9.500	13.76	0.000	0.500
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH	N	BLD		35.770	37.870	1.5	1.5	2.0	12.07	9.370	0.000	0.450
COMMUNICATION TECH	S	BLD		36.390	38.490	1.5	1.5	2.0	10.02	10.19	0.000	1.090
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN	N	ALL		43.080	47.380	1.5	1.5	2.0	12.06	11.41	0.000	0.540
ELECTRICIAN	S	BLD		43.560	47.920	1.5	1.5	2.0	10.02	12.20	0.000	1.310
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.52	9.280	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		42.160	44.160	1.5	1.5	2.0	9.890	11.61	0.000	0.780
SIGN HANGER		BLD		26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150

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TRUCK DRIVER            ALL 4 33.100 33.100 1.5   1.5 2.0 6.500 4.350 0.000 0.150
TUCKPOINTER             BLD   40.950 41.950 1.5   1.5 2.0 8.180 10.82 0.000 0.940
```

Legend:

RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) – Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St.Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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.

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

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), 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; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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; 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; 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; 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; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

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: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; 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; Hydraulic Backhoes; Backhoes with shear attachments; 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; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; 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; All Locomotives, Dinky; Off-Road Hauling Units (including

articulating)/2 ton capacity or more; 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; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling 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.; Fireman on Boilers; 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); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump 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.

BID PROPOSAL

CITY OF BATAVIA

PROJECT: **Braeburn Marsh: 5 Year Management & Maintenance**

NAME OF BIDDER: ENCAP, Inc.

BUSINESS ADDRESS: 1709 Afton Rd

TELEPHONE NUMBER: (815) 899 - 1621

TO: City of Batavia Attn: Andrea M. Podraza, P.E., CFM
100 North Island Avenue
Batavia, Illinois 60510-1930

The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the 2013 season bid amount only. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid, as principals, are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the proposed forms, and the Contract Specifications for the above signed work, all of which are on file in the office of the City Engineer of the City of Batavia and all other documents referred to or mentioned in the Contract Documents and Specifications.

The undersigned Bidder agrees that if this Bid is accepted, the Bidder will contract with the Owner, in the form of the copy of the Contract prepared by the City of Batavia, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as set forth therein. The undersigned Bidder further agrees that if this bid is accepted, to furnish the Contractor's bonds and insurance specified in the General Conditions, and to do all other things required if the Contractor by the Contract Documents, and that he will take, in full payment therefore, the sum set forth in the following Bidding Schedule.

BIDDING SCHEDULE

The Bidder shall include in the following schedule, all labor, materials, shoring, removal, freight, cartage, overhead, profit, insurance, etc. to provide the project complete and ready for use in accordance with the Contract Documents.

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 1 – 2013)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	$ 4.50	$ 4,225.50
SP-2	EROSION CONTROL BLANKET	4872	SQ YD	$ 1.08	$ 5,261.76
SP-3	STRAW MULCH	0.43	AC	$ 2,115.00	$ 909.45
SP-4	SEEDING, MESIC PRAIRIE	1.01	AC	$ 590.00	$ 595.90
SP-5	SEEDING, WETLAND	0.43	AC	$ 2,304.00	$ 990.72
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$ 675.00	$ 2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$ 576.00	$ 3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$ 455.00	$ 1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$ 600.00	$ 3,438.00
SP-10	SELECTIVE CLEARING	0	AC	-------	--------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	--------	--------
SP-12	CONTROL BURN	9.4	AC	--------	--------
SP-13	MOWING	0	AC	-------	-------
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$ 446.00	$ 1,922.26

2013 Total Bid Amount in Numbers: $ 24,791.17

Total Bid Amount in Writing: twenty four thousand seven hundred ninety-one dollars and seventeen cents

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 2 – 2014)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	4872	SQ YD	—	—
SP-3	STRAW MULCH	0.43	AC	—	—
SP-4	SEEDING, MESIC PRAIRIE	1.01	AC	$590.00	$595.90
SP-5	SEEDING, WETLAND	0.43	AC	$2,304.00	$990.72
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$675.00	$2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$576.00	$3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$455.00	$1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$600.00	$3,438.00
SP-10	SELECTIVE CLEARING	0	AC	--------	-------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	-------	-------
SP-12	CONTROL BURN	0	AC	--------	--------
SP-13	MOWING	0	AC	--------	--------
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$100.00	$431.00

Guaranteed from 1st year
Guaranteed from 1st year
Guaranteed from 1st year

2014 Total Bid Amount in Numbers: $ 12,903.20

Total Bid Amount in Writing: twelve thousand nine hundred three dollars and twenty cents.

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 3 – 2015)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	0	SQ YD	-------	-------
SP-3	STRAW MULCH	0	AC	-------	-------
SP-4	SEEDING, MESIC PRAIRIE	0	AC	-------	-------
SP-5	SEEDING, WETLAND	0	AC	-------	-------
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$ 675.00	$ 2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$576.00	$ 3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$ 455.00	$ 1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$ 600.00	$ 3,438.00
SP-10	SELECTIVE CLEARING	0	AC	-------	-------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	-------	-------
SP-12	CONTROL BURN	9.4	AC	$ 125.00	$ 1,175.00
SP-13	MOWING	3.67	AC	$ 125.00	$ 458.75
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$ 200.00	$ 862.00

Guaranteed from 1st year

2015 Total Bid Amount in Numbers: $ 13,381.33

Total Bid Amount in Writing: thirteen thousand three hundred eighty-one dollars and thirty-three cents

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 4 – 2016)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	4872	SQ YD	—	—
SP-3	STRAW MULCH	0.43	AC	—	—
SP-4	SEEDING, MESIC PRAIRIE	1.01	AC	$590.00	$595.90
SP-5	SEEDING, WETLAND	0.43	AC	$2,304.00	$990.72
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$675.00	$2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$576.00	$3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$455.00	$1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$600.00	$3,438.00
SP-10	SELECTIVE CLEARING	0	AC	--------	--------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	--------	--------
SP-12	CONTROL BURN	0	AC	--------	--------
SP-13	MOWING	0	AC	--------	--------
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$100.00	$431.00

Guaranteed from 1st Year
Guaranteed from 1st Year
Guaranteed from 1st Year

2016 Total Bid Amount in Numbers: $ 12,903.20

Total Bid Amount in Writing: twelve thousand nine hundred three dollars and twenty cents

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 5 – 2017)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	0	SQ YD	-------	-------
SP-3	STRAW MULCH	0	AC	-------	-------
SP-4	SEEDING, MESIC PRAIRIE	0	AC	-------	-------
SP-5	SEEDING, WETLAND	0	AC	-------	-------
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$576.00	$2,113.92
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$455.00	$2,607.15
SP-8	WEED CONTROL, TEASEL	3.67	AC	$200.00	$734.00
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$200.00	$1,146.00
SP-10	SELECTIVE CLEARING	0	AC	-------	-------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	-------	-------
SP-12	CONTROL BURN	9.4	AC	$125	$1,175.00
SP-13	MOWING	3.67	AC	$125	$458.75
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$100	$431.00

Guaranteed from 1st year

2017 Total Bid Amount in Numbers: $ 8,665.82

Total Bid Amount in Writing: eight thousand six hundred sixty-five dollars and eighty two cents.

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance

SUMMARY

YEAR		AMOUNT
1	2013	$ 24,791.17
2	2014	$ 12,903.20
3	2015	$ 13,381.33
4	2016	$ 12,903.20
5	2017	$ 8,665.82

Grand Total Bid Amount in Numbers: $ ~~47,853.55~~ $72,644.72 amp

Grand Total Bid Amount in Writing: forty-seven thousand eight hundred fifty-three dollars and fifty-five cents

BID CONDITIONS

It is expressly understood and agreed that the foregoing Total Bid amount is the basis for establishing the amount of the bid security on this bid for the **Braeburn Marsh: 5 Year Management & Maintenance.** The undersigned has carefully checked the above Bidding Schedule against the Specifications and other Contract Documents before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and in accordance with the Specifications and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to Contract as aforesaid and to give the Performance Security required by the General Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within five (5) calendar days after the date of the award of the Contract, and thereupon the proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The undersigned agrees to complete all work, as defined in the Contract Completion section of the Special Provisions. If the Contractor shall fail to complete the work within the contract time, or within any extension of time granted by the City, then the Contractor shall pay the Owner five hundred dollars ($500.00) for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

PROPOSAL SIGNATURE

1. **CORPORATION:**
The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the legal name of

Corporate Name: ENCAP, Inc.

Business Address: 1709 Afton Rd
Sycamore, IL 60178

Telephone Number: 815-899-1621

and the full name of its officers names are as follows:

President: Mark Southern

Secretary:

Treasurer:

Manager: Jonathan Koepke

The signator is authorized to sign construction proposals and Contracts for the company by action of its Board or Directors taken, a certified copy, which is available upon request.

Signed By: _____ **Date:** 3/14/13
Title: Vice President

Attest: N/A
Secretary

2. **PARTNERSHIP:**
The Bidder is a partnership consisting of individual partners whose full names and addresses are as follows:

Name: N/A

Address: N/A

Name: N/A

Address: N/A

Name: N/A

Address: N/A

The Partnership does business under the legal name of:

Firm Name: N/A

Business Address: N/A

N/A

Telephone Number: N/A

Signed By: N/A **Date:** N/A
Title: N/A

3. **INDIVIDUAL:**
The Bidder is an individual whose full name is:

Name: N/A

and if operating under a trade name, said trade name is as follows:

Trade Name: N/A

Business Address: N/A

N/A

Telephone Number: N/A

Signed By: N/A **Date:** N/A
Title: N/A

UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we
ENCAP, INC.

1709 AFTON RD, SYCAMORE, IL 60178

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Batavia, Office of the City Engineer

100 North Island Ave Batavia, IL 60510

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount Dollars ($5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Braeburn Marsh; 5 year management & maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of March, 20 13.

ENCAP, INC.

By _____ (Seal)
(PRINCIPAL)

Vice President
(TITLE)

(WITNESS)

UNITED FIRE & CASUALTY COMPANY (Seal)
(SURETY)

By _____
(ATTORNEY-IN-FACT)

(WITNESS)

CONT 0001 0899

ACKNOWLEDGMENT OF SURETY

State of Illinois
ss.
County of DeKalb

On this 13th day of March, 2013.

personally appeared before me Kathy Plucker who being duly sworn did depose and say that she is the attorney-in-fact of the United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Kathy Plucker acknowledged that she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Katherine Finn

Notary Public, Katherine Finn
County, DeKalb

My commission expires: 07/17/2014

"OFFICIAL SEAL"
KATHERINE FINN
Notary Public, State of Illinois
My Commission Expires 7/17/2014

BOND0005 1200

W0007852

UNITED FIRE & CASUALTY COMPANY
Home Office – Cedar Rapids, Iowa
Certified Copy of Power of Attorney
(Original on file at Home Office of Company – See Certification)

Bond # _____
City of Batavia, Office of the City Engineer
Obligee _____
100 North Island Ave
Batavia, IL 60510

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint

FRANK C. PARDRIDGE, JR., OR CURTIS L. PARDRIDGE, OR KATHY PLUCKER, OR LAWRENCE FORSBERG, ALL INDIVIDUALLY

of PO BOX 704, DEKALB, IL 60115

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: $5,000,000.00

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire July 12th, 2013 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

"Article V – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-n-Fact. "The President or any Vice president, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of March ,2013 .

UNITED FIRE & CASUALTY COMPANY
By Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On this 13th day of March ,2013 before me personally came Dennis Richmann to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Mary A. Jansen
Iowa Notarial Seal
Commission number 713273
My Commission Expires 10/26/2013

Mary A Jansen
Notary Public
My Commission expires October 26, 2013

CERTIFICATION

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 14th day of March ,2013 .

David A. Lange
Secretary

BPOA0041 102007

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

March 11, 2013

Re: Braeburn Marsh: 5-Year Management & Maintenance – Addendum #1

Dear Bidder:

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. The first page of this addendum must also be signed a faxed back to Andrea Podraza at 630-454-2775 by 4:00pm, Tuesday, March 12th in order for your bid to be accepted.

BIDDER NAME: ENCAP, INC.

CONTACT NAME: CARL PETERSON

ADDRESS: 1709 AFTON ROAD, SYCAMORE, IL

PHONE: 815. 899. 1621

FAX: 815. 899. 6821

EMAIL: cpeterson@ ~~COMCAST~~. encapinc.net

There have been a few inquiries regarding the bid specifications and plans for management and maintenance. This addendum is being issued for clarification.

- The bid should be completed with prevailing wage rates. The type of work being requested in the bid falls under the classification of maintenance which is now considered prevailing wage for public works projects since it is more than mowing. Certified payroll will be required to be submitted in order for payment.

- The narrow strip at the north end of site that starts around the intersection of Hamilton Way and Branson Drive and heads north and east towards Randall Road was where the haul road was located during construction. This area is being monitored to make sure that it returns to the natural condition it was prior to restoration work.

- The access point for the restoration and maintenance work shall be where it was during construction, near the intersection of Hamilton Way and Branson Drive. Please stay on Branson Drive as if it were extended through the intersection, that parcel is owned by the

City of Batavia and the lots to the south are maintained and owned by the Homeowners Association.

- The cattails are to be removed by herbicide and then by either cutting or removing the cattail with a spade or shovel. The areas that need to be cleared by spade or shovel are those areas that are contained within the channel of the McKee Road Tributary; the remaining areas may be trimmed with roots intact.

- There maybe a need for excavation in the channel to keep it clear of invasives and excess sediment deposits.

- The areas where seed is to be spread and covered with mulch and erosion control blanket needs to be completed as noted in the special provisions. If the measures are installed properly they should remain in place. There is always concern over weather (i.e. rain) and water level, these issues can be discussed and modified on an as needed basis in the field, but for the purposes of bidding should include both measures.

- The Guarantee and Maintenance of Work section of the bid documents states a guarantee of the work being free from defects for one year. As this is an ongoing contract, the City expects the contractor to be working towards reaching compliance so a Corps sign-off can be granted at the end of the maintenance period. Therefore the defect for one year doesn't fully apply as items can be addressed in the next season during the routine maintenance work.

- The Management and Monitoring Plan associated with the project was included in the bid documents as part of the special provisions. The documents were prepared by Wills Burke Kelsey.

- A copy of the ACOE permit was requested and has been attached for your use and reference.

If you have any additional questions, please contact Andrea Podraza at 630-454-2757 or email apodraza@cityofbatavia.net.

Sincerely,

Andrea M Podraza

Andrea M. Podraza, P.E., CFM
Civil Engineer

Cc: File – Braeburn Marsh

Enclosure: Army Corp of Engineer Permit (20 pages)

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

March 13, 2013

Re: Braeburn Marsh: 5-Year Management & Maintenance – Addendum #2

Dear Bidder:

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. The first page of this addendum must also be signed and faxed back to Andrea Podraza at 630-454-2775 by 4:00pm, Thursday, March 14th in order for your bid to be accepted.

BIDDER NAME: ENCAP, Inc.

CONTACT NAME: Carl Peterson

ADDRESS: 1709 Afton Road, Sycamore IL 60178

PHONE: 815.899.1621

FAX: 815.899.6821

EMAIL: cpeterson@encapinc.net

There have been a few additional inquiries regarding the bid specifications and plans for management and maintenance. This addendum is being issued for clarification.

- With the previous addendum it stated "There maybe a need for excavation in the channel to keep it clear of invasives and excess sediment deposits." No separate line items will be added to the bid documents at this time. The specification for Weed Control (Manual Removal), as well as the herbicide, control burn, and selective clearing specs should be sufficient for keeping the channel clear of excess sediment deposits. If there arises a need for excavation during the maintenance years, it could be discussed as a change order instead of adding a bid line item now. Most likely there will not need to be excavation as long as the scheduled cattail control in the channel is adhered to.

- The line item for topsoil furnish and place (quantity of 939 sq yards) is in the contract for each year so there is available funds and a contract quantity and price in case of anticipated erosion and repairs that may be needed. Please provide a cost for the quantity given in the bid tab.

- Only the area contained within the hatch pattern limits are within the scope of this contract. The project boundary refers to the original construction limits and City property.

If you have any additional questions, please contact Andrea Podraza at 630-454-2757 or email apodraza@cityofbatavia.net.

Sincerely,

Andrea M Podraza

Andrea M. Podraza, P.E., CFM
Civil Engineer

Cc: File – Braeburn Marsh

CONTRACT

1. **THIS AGREEMENT**, made and concluded this _____ day of _____,2012 between the **City of Batavia** acting by and through **the City Council of the City of Batavia**, known as the party of the first part, and **Insert Contractor Name, Insert Contractors City, Illinois**, their executors, administrators, successors, or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal, attached hereto, to be made and performed by the part of the first part and, according to the terms expressed in the Contract Bond referring to these presents, the party of the second part agrees with said party of the first part, at their own proper cost and expense, to do all the work, furnish all materials, and all labor necessary to construct the **Braeburn Marsh: 5 Year Management & Maintenance** in accordance with the plans, specifications, and special provisions hereinafter described and in full compliance with all of the parts of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed to that the Contract Documents for the **Braeburn Marsh: 5 Year Management & Maintenance** attached hereto, constitute all essential documents of this contract and are a part thereof.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

For the Owner,
Party of the First Part **City of Batavia**

_____ By:_____
Attest: Heidi L. Wetzel, City Clerk Jeffery D. Schielke, Mayor
(Corporate Seal)

For the Contractor,
Party of the Second Part **Insert Contractor Name, Insert City, Illinois**

Printed Name:_____

Signature:_____
President, Party of Second Part

_____
Attest: Secretary

SAMPLE

STANDARD FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ a corporation organized under the laws of the State of _____ and licensed to do business in the State of Illinois, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of Batavia, State of Illinois, in the penal sum of _____Dollars ($_____), lawful money of the United States, well and truly to be paid unto said City of Batavia, Illinois for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with an Owner which is the City of Batavia, Illinois and acts through the City Council of the City of Batavia for the construction of the work designated **Braeburn Marsh: 5 Year Management & Maintenance,** which contract hereby is 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 damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, sub-contractor, 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 well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to the Contractor for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid Owner and its or the Owner's agents harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

SAMPLE

Approved this _____ day of

_____

A.D. 2013.

Batavia City Council
Governing Body of Owner

By: _____
Jeffery D. Schielke, Mayor

Attest:

For: _____

_____
Heidi Wetzel, City Clerk

Municipal or Corporate Seal

State of Illinois

SS.

County of Kane

IN WITNESS WHEREOF, we have

duly executed the foregoing obligation

this _____ day of _____,

A.D. 2013.

Corporate
Name:_____

By:_____
President

Attest:_____
Secretary

Surety_____
(Seal)

By:_____
Attorney in Fact (Seal)

By:_____
Attorney in Fact (Seal)

SAMPLE

PART 2

General Conditions of the Contract……..GC 1 - 15

GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT

1. **DEFINITIONS:**
The following terms as used in these contract documents are respectively defined as follows:

a. ***"Project":*** The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract.

b. **"Owner":** The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representatives.

c. ***"Contractor":*** The person, persons, firm or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract. Also the agents, employees, workmen, or assignees of said Contractor.

d. ***"Sub-Contractor":*** A person, firm or corporation other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project.

e. ***"Work":*** All work including materials, labor, supervision, use of tools necessary to complete the project in full compliance with the terms of the contract.

f. ***"Engineer":*** The person, persons or firm named in the Instructions to Bidders as having prepared the Contract Documents, or other Engineers appointed by the Owner for the supervision of construction of the project.

g. ***"Surety":*** The person, firm or corporation that has executed, as Surety, the Contractor's Performance Bond, securing the performance of the within contract.

h. ***"Contract":*** The term "Contract" shall be understood to mean the agreement covering the performance of the work covered by these specifications, including the Instructions to Bidders, Bid Proposal, Bid Conditions, Bid Schedule, Standard Form of Contract Bond, Performance Bond, these Specifications, supplemental agreements entered into, all general or special provisions pertaining to the work or materials therefore, and all matters and things mentioned in the form of the contract itself as constituting a part or parts thereof.

2. **HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY):**
The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall

apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise, provided, however, this indemnification shall not apply to any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).

Special Requirement: If the Bidder is an architectural firm or engineering firm, said Bidder shall, in addition to the insurance requirements set forth below, file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional Liability Insurance is requirements are in the amount of $1,000,000, plus $2,000,000 umbrella.

3. **CONTRACTOR'S INSURANCE:**.
The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Batavia as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

a. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, subject to the terms and conditions of the policy, plus $2,000,000 umbrella. A copy of the policy may be required.

b. **Automobile Liability** insurance, in an amount not less than $1,000,000 combined single limit, plus $2,000,000 umbrella. Said insurance is to be extended to cover hired and non-owned vehicles.

c. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of $2,000,000.

d. **Workers' Compensation** is to be provided as required by statute.

e. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VIII.

f. A certificate of insurance is required as evidence of coverage, with the City of Batavia named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the Contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might

limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

4. **PROOF OF CARRYING INSURANCE:**
The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the representative insurance companies and filed with Owner. The Contractor shall submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without written notice of ten (10) days in advance to the Owner and consented to by the Owner.

The Contract shall name the City of Batavia as an additional insured on all insurance policies required under this contract. Unless waived by the City, work may not start under this project, until certificates of insurance naming the City as an additional insured have been provided to the City. Any delay in the beginning of work caused by failure to provide such certificates shall not be chargeable to the City of Batavia.

5. **DEFINITION OF NOTICE:**
Where in any section of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given;

a. ***As to the Owner***: When written notice shall be delivered to the Engineer of the Owner, or shall have been placed in the United States mails addressed to the Chief Executive Officer of the Owner at the place where the bids, or proposals for the contract were opened;

b. ***As to the Contractor:*** When a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mails addressed to the Contractor at the place stated in the papers prepared by the Contractor to accompany their proposal as the address of the Contractor's permanent place of business;

c. ***As to Surety:*** On the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety, and when two (2) copies of such notice shall have been filed with the Owner.

6. **INTENT OF CONTRACT DOCUMENTS:**

The sections of the Contract Documents and the contract plans are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor, water, fuel, tools, plant equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The Contractor shall execute any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

7. **PLANS AND SPECIFICATIONS:**

All work executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

Unless otherwise provided in the Special Conditions of the Contract, the Owner will furnish the Contractor, free of charge, three (3) copies of drawings and specifications. Additional copies will be furnished upon payment to the Engineer, at the Contractor's cost, for each set desired.

Figured dimensions on the plans shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer, and the Engineer's decision thereon shall be final. All notes on the plans shall be followed. The Engineer may make correction or errors, or omissions on the drawings or specifications when such correction is necessary for the proper execution of the work.

8. **PERMITS, SURVEYS AND COMPLIANCE WITH LAWS:**

The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work and/or required by Municipal, State and Federal regulations, and laws, unless otherwise specified in the Special Conditions of the Contract.

The Owner will furnish all site surveys, unless otherwise provided in the Special Conditions of the Contract.

The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. The contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the

provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, (which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein).

9. **OTHER CONTRACTS:**
The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully set the Contractor's own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor.

10. **SCHEDULE OF UNIT PRICES:**
Promptly following the execution of the Contract Documents, on Lump Sum Contracts, the Contractor shall prepare and transmit to the Owner an original and three (3) copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment and supplies to be incorporated into the project. This breakdown, when approved, will be used primarily in determining payment due to the Contractor on periodical estimates.

11. **SUB-CONTRACTORS:**
The Contractor shall notify the Owner in writing of the names of the Sub-Contractors proposed on the contract and shall not employ any Sub-Contractor that the Owner objects to as being incompetent or unfit.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of their Sub-Contractors and of anyone employed directly or indirectly by the Contractor of them and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Owner.

The Contractor agrees to bind every Sub-Contractor (any and every Sub-Contractor of a Sub-Contractor) by the terms of the General and Special Conditions of the Contract, Plan and Specifications as far as applicable to their work, unless specifically noted to the contrary in a Sub-Contract approved in writing as adequate by the Owner.

12. **ASSIGNMENT OF CONTRACT:**
No assignment by the Contractor by a principal and/or construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the written approval of the Owner, and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve the Contractor of the obligation incurred by the Contractor under the terms of this Contract. In

addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firm or corporations rendering such services or supplying such materials."

13. **STAKING WORK:**
The Contractor shall provide field forces, equipment, and material to set all stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work.

Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract, nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the City Engineer and the acceptance of all or any part of it shall not relieve the Contractor of the Contractor's responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at the Contractor's expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

14. **NOTICE TO START WORK:**
The Contractor shall notify the Engineer in writing forty-eight (48) hours before starting work at the site of this Contract. In case of temporary suspension of the work, the Contractor shall give a similar notice before resuming work.

15. **SUPERINTENDENT:**
The Contractor shall provide a personal superintendent to the work or have at the site of the work at all times, a competent, fluently English speaking foreman, superintendent or other representative satisfactory to the Owner and having authority to act for the Contractor.

Insofar as it is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

16. **MATERIALS AND WORKMANSHIP:**
Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose.

If not otherwise provided, work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers and the trade. The Contractor and the Surety shall guarantee all workmanship for a period of one (1) year from date of final acceptance.

Any workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of this project, when in the opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or the Contractor's employees, the Engineer shall have the right and authority to order all construction to cease, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

17. **USE OF JOB SITE:**
The Contractor shall confine their equipment, apparatus, the storage of materials and operations of the workmen to limits indicated by law, ordinance, permits or direction of the Owner and shall not encumber the premises with the Contractor's materials.

The Contractor shall not load or permit any part of the structure or work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner or Owner's authorized representative instructions regarding signs, advertisements, fires and smoke.

18. **USE OF PRIVATE LAND:**
The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without written authorization of the Owner (or the Owner's agent) of the land, a copy of which authorization shall be filed with the Owner.

19. **LABOR:**
The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work in this Contract. The Owner shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its Engineer or inspectors relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project.

20. **WAGE RATES:**
Prevailing minimum wage rates shall apply for this project. A copy of the current prevailing minimum wage is included in these documents.

The Contractor shall post, at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and will authorize deductions, if any, from unpaid wages actually earned.

The Owner shall decide claims and disputes pertaining to the classification of labor employed on the project under this Contract. Provided, that if the parties to the dispute so agree and if the Owner also agrees, the parties concerned may submit such claims and disputes to arbitration by mutually acceptable parties.

The Contractor and each of their Sub-Contractors shall pay each of their employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

21. **ACCIDENT PREVENTION:**
Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not contravention of applicable law.

The Contractor shall put up and maintain as many barriers as will effectively prevent accidents. During night hours, the Contractor shall put up and maintain sufficient lights and flares to warn and safeguard the public against accidents. The Contractor, in executing the work on this project, shall not unnecessarily impede or interfere with traffic on public highways or streets. The Owner shall be the sole judge as to what constitutes a hazard to traffic. The Contractor shall confer with and keep Police and Fire Departments of the Owner fully informed as to streets or alleys are to be closed to traffic for construction purposes.

22. **SANITARY CONVENIENCES:**
The Contractor shall provide and maintain on the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to approval of the State Health Department. Location of proposed facility shall be reviewed & approved by City at least one week prior to placement.

23. **ENGINEER:**
The Engineer for said Owner shall make all necessary explanations as to the meaning and intention of the plans and specifications, shall give all necessary orders

and directions, acting within the scope of the particular duties properly assigned to the Engineer by the Owner; shall also make all correction of errors or omissions in the plans and specifications when necessary for the proper fulfillment of the intention thereof; the effect of such correction to date from the time said Owner or Engineer gives due notice thereof to said Contractor.

24. **DECISIONS OF ENGINEER:**
The decision of the Engineer, acting within the scope of the duties reasonably assigned to the Engineer, will be final. The signing of the contract for construction shall be considered as the Contractor's agreement to accept the Engineer's decision as final in all such matters as may reasonable require engineering decisions, such as the quality of workmanship, the performance of equipment and of the fulfillment of the guarantee thereon.

25. **DIRECTION:**
The directions and orders given by the Owner, or its authorized representatives, shall be received by and obeyed by the Contractor, or in the Contractor's absence, the said order shall be received by the Contractor's foreman or person in charge of the work and shall be obeyed by same as if given to the Contractor. There shall be at all times a competent and responsible person available to represent the Contractor.

26. **INSPECTION:**
The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provided proper facilities for such access and for inspections.

The Owner shall have the right to reject workmanship, which is defective, or require their correction. If the Contractor does not correct such condemned work within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable to the Owner at any time before final acceptance of the entire work to make an examination of the work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to do so. If due to fault of the Contractor or the Sub-Contractor, the Contractor shall defray all the expense of such examination and of satisfactory reconstruction.

If; however, such work is found to meet the requirements of the contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus fifteen percent (15%), will be allowed the Contractor.

All labor performed, all tools, appliances and methods used shall be subject to the inspection and approval or rejection of the Owner.

If any authorized agent of the Owner shall point out to the Contractor, the Contractor’s

foreman or agent, any neglect or disregard to the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued. The right of final acceptance or rejection of the work; however, will not be waived by reason thereof nor by any other act of the Owner or its agents.

The Contractor shall execute the work only in the presence of the Engineer or inspectors during the working hours of the day unless provision has been made for work on other shifts. The presence of the Engineer or inspector shall in no way relieve the Contractor of the responsibility of the Contractor's contract, or by any warrant for the furnishing of poor workmanship.

The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of the Contractor's contract obligations.

27. **PROTECTION OF WORK:**
The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by the Contractor's operations, in the performance of this Contract, and the Contractor shall defend any suit that may be brought against the Contractor or the Owner on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.

28. **OBSTRUCTION AND RESUMING TRAVEL:**
Travel upon the streets, or upon any intersecting street or alley shall not be hindered or inconvenienced needlessly; nor shall any portion of the roadway or street be opened up, nor shall the same be wholly obstructed without the direction of the Owner, in which latter case, the Contractor shall cause plain and properly worded signs announcing the fact, to be placed, with proper barricades, at the nearest cross streets upon each side of such obstructed portion and upon intersecting streets where travel can pass around the same in the shortest and easiest way. Travel may be resumed at the direction of the proper officers of the Owner upon any part or portion of the street where the work has been completed, whenever, in their opinion, public necessity or convenience may require, and the condition of improvement warrants it. Notice shall be given to the **Fire and Police Departments** of streets open or barricaded for construction purposes at least twenty-four (24) hours before construction is begun.

29. **COST OF SERVICES:**
The cost of all water power, lighting, heating and other services required during construction shall be paid for by the Contractor and its cost merged in the contract price.

30. **PAYMENTS:**

The Contractor shall prepare and submit to the Owner a detailed estimate of the work performed. Such estimate is to be used after approval as a basis for periodical and final payment.

The Owner will make partial payments to the Contractor on the basis of a duly certified approved estimate of the work performed by the Contractor during the preceding time period. The Owner will retain ten percent (10%) of the amount due to each such periodical estimate until final completion and acceptance by the Owner of all work included in the Contract.

Upon presentation of certified copies of receipted bills, freight bills, and waivers of lien, the Owner at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Such material when so paid for by the Owner becomes the property of the Owner and, in case of default on the part of the Contractor; the Owner may use or cause to be used by others these materials in construction of the project.

Final payment of the ten percent (10%) retained by the Owner on the monthly periodical estimates and on the final estimate will be paid to the Contractor not later than sixty (60) days after acceptance by the Owner of the work on this Contract, subject to the provisions of the following paragraph.

31. **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:**

The Owner may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

a. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
b. For defective work not remedied.
c. For failure of the Contractor to make proper payments to their Sub-Contractor.
d. Reasonable doubt that the contract can be completed for the balance then unpaid.
e. Evidence cost of field engineering and inspection.

The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld, pursuant to this paragraph, to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the Contractor until it is satisfied that all Sub-Contractors, material suppliers and employees of the Contract have been paid in full.

32. **DEDUCTIONS FOR UNCORRECTED WORK:**
If the Owner deems it expedient to accept defective work or work not done in accordance with the contract, the Owner will make an equitable adjustment with a proper deduction from the contract price for unsatisfactory work.

33. **CHARGES-PAYMENTS:**
The Owner, may issue written authorization for changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any in the amount to be paid to the Contractor by reason of any such change, shall be determined by one (1) or more of the following methods:

a. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
b. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract;
c. By an acceptable lump sum proposal from the Contractor;
d. On a cost-plus-limited basis not to exceed a specific limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance); provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance.

No claim for an additional work to the contract sum shall be valid unless prior written authorized has been issued by the Owner.

Inspectors are not authorized at act for the Owner in giving orders for the Owner, for extra or additional work either in writing or verbally.

34. **CUTTING AND PATCHING:**
The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the plans and specifications for the completed project.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging, or otherwise shall not cut or alter the work of any other contract without the consent of the Owner or the Owner's authorized representative.

35. **GUARANTEE AND MAINTENANCE OF WORK:**
The Contractor shall guarantee the work to be free from defects of any nature for a period of one (1) year from and after the final acceptance and payment for the work by the Owner. The Contractor shall maintain said work and shall make all needed repairs, reconditioning and replacements during this one (1) year period which, in the judgment of the Owner, may be necessary to insure the delivery of the work to the Owner at the expiration of the guarantee period in first class condition and in full conformity with the plans and specifications thereof. The time that the work is in need of repair, reconditioning or replacements to attain full conformity with the plans and specifications shall not be included in the one (1) year guarantees included in this Contract but shall be in addition thereto. Production and performance guarantees included in this Contract shall be in effect for the one (1) year period above specified unless otherwise provided for in the specifications for the item under consideration.

36. **TERMINATION FOR BREACH/DISATISFACTION:**
In the event that any of the provisions of this Contract are violated by the Contractor or any of their Sub-Contractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such contract and unless within ten (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance whereon within thirty (30) days from the date of mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the amount and at the expense of the Contractor and the Contractor and the Contractor's Surety shall be liable to the Owner for any excess cost thereby occasioned by the Owner. If the City is dissatisfied with the services performed, for whatever reason, the City shall have the right to terminate the Contract at any time after the initial one (1) year anniversary following acceptance of the proposal upon thirty (30) days written notice. If the City terminates the Contract for dissatisfaction, the City shall pay for the services provided through the 30-day termination date, at which time the Contract shall be considered terminated and of no further force and effect.

37. **CORRECTION OF WORK AFTER FINAL PAYMENT:**
Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty workmanship as otherwise provided in this contract and the Owner shall have all rights and remedies available to it in law and equity.

38. **OWNER'S RIGHT TO DO WORK:**
If the Contractor shall neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor and the Contractor's Surety, may, without prejudice to any other remedy

he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

39. **FINAL TESTS:**
After completion of the work, the Contractor shall make any and all tests required by Municipal or State regulations and, where so provided in said regulations, shall furnish the Owner with certificates of inspection by the Municipal or State regulation bodies. The Contractor shall also make all test required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public.

40. **CLEANING UP AND FINAL INSPECTION:**
The Contractor shall at all times keep the site of the work free from accumulations of waste material or rubbish caused by their employees or work and at the completion of the work the Contractor shall remove all their rubbish from the above the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors if more than one (1) is employed on the project in proportion to the amount as shall be determined to be just. The Contractor and Sub-contractors shall not dispose of any waste material or rubbish in an open utility trench or a utility trench that is being backfilled.

On or before completion of the work, the Contractor shall, without charge, tear down and remove all buildings and other structures built by the Contractor for facilitation of the execution of the work, and shall remove all rubbish of all kinds from the grounds, which the Contractor has occupied, and shall leave the work clean and in good condition.

All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work, or any part thereof, approached completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish, at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. The Contractor, at their expense, shall promptly correct any undue leakage of water into the structures that would, in the sole opinion of the Engineer, render the work to be less than first class quality Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning and repairing, as such is needed, will be given by the Engineer, who at the same time may make a final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

41. **MEASUREMENT OF WORK:**
If the proposal for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the

corresponding number given in the proposal sheet or plan, but no variation will be made in the contract unit prices on that account. No extra or customary measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

42. **FINAL ACCEPTANCE OF THE WORK:**
The Contract shall be deemed as having been finally accepted by the Owner, acting through its Engineer, upon final inspection and written notice by the Engineer. Use of part of the improvement by the Owner before completion of the entire project is not to be construed by the Contractor as an acceptance by the Owner of that part so used.

43. **FAILURE TO COMPLETE THE WORK ON TIME (LIQUIDATED DAMAGES):**
Should the Contractor fail to complete the work within the contract time, the Contractor shall be liable to the Owner in the amount of five hundred dollars ($500.00) a day as liquidated damages, for each day of over run in the contract time.

PART 3

Standard Specifications…….…….. SS 1 - 1

Special Provisions…….…….. SS 1 - 25

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS APPLICABLE TO THIS WORK AND CONTRACT:

1. The City Code of Batavia, Illinois.

2. "Standard Specifications for Water and Sewer Main Construction in Illinois", (SSWSMC), latest edition.

3. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.

4. "Supplemental Specifications and Recurring Special Provisions", Illinois Department of Transportation, latest edition.

5. “Manual on Uniform Traffic Control Devices”, (MUTCD), latest edition.

6. The attached Illinois Department of Transportation traffic control and protection standards.

In the event of conflict between specifications, the more stringent requirements shall apply. Notify the City Engineer of any conflicts between specifications discovered prior to proceeding with work covered by conflicting specifications. The City Engineer will resolve all conflicts.

Copies of said Standard Specifications are included on the plans and are on file with the City Engineering Department for inspection.

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" (Standard Specifications), adopted January 1, 2012 and the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2012. These Special Provisions included herein apply to and govern the proposed improvement designated as the BRAEBURN MARSH MANAGEMENT PLAN and in case of conflict with any part or parts of said specifications; said Special Provisions shall take precedent and shall govern.

In case of conflict between any article of Section 100 of the Standard Specifications and the General Conditions and Instructions to Bidders in these documents, these Special Provisions shall prevail.

LOCATION OF IMPROVEMENT

This project is located at the McKee Road Tributary of Mill Creek, aka Braeburn West: in the City of Batavia, Illinois. See location map for specific locations and limits.

DESCRIPTION OF PROJECT

This management and maintenance project consists of applying for necessary permits for open burn and herbicide application. The project also includes performing a controlled burn, erosion control repair, selective clearing and weed control both by herbicide and manually, mowing, and supplemental seeding. All work necessary to complete the project as shown on the plans and described herein.

DEFINITION OF TERMS

City: The City of Batavia and its agents and/or representatives.

Engineer: The City of Batavia Engineer or Engineer employed by the City of Batavia or authorized representatives.

Contractor: The individual, firm, partnership, joint venture, or corporation contracting with the City of Batavia for performance of the prescribed work.

All definitions stated in Section 101 of the Standard Specifications shall apply to this contract. When referring to the "Department" or "State" in all IDOT Specifications and Special Provisions, the Contractor should be aware this means the City of Batavia and its agents and/or representatives.

BID SUBMITTAL REQUIREMENTS

The following documents must be included with the submitted bid:

a. Contract Cover
b. Invitation to Bid
c. Bid Proposal
d. Bid Schedule
e. Proposal Signature
f. Standard Form of Performance Bond
g. BC 57 – IDOT Affidavit of Availability
h. CCDD – Source Location Information Forms

COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985
Revised: January 1, 2013

Revise Article 108.05 (b) of the Standard Specifications as follows:

> "When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, September 15 of each year from 2013-2017.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985
Revised: January 1, 2013

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of $500.00, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

CONSTRUCTION SCHEDULE

At the preconstruction conference, the Contractor shall meet with the City and the Engineer and present, in writing, a detailed construction schedule. Said schedule shall contain such information as the Engineer deems necessary, including sequencing the starting and completing construction operations, location of off-site disposal areas, access routes to be used and location of equipment and material storage sites. Once approved, the Contractor must adhere to the schedule so that field markings of all items of work may proceed in advance of actual construction.

The Contractor shall confirm with the Engineer the scheduled commencement of each construction activity **at least four days in advance** to allow for proper notification of residents and motorists. The principle activities requiring public notification are commencement of controlled burns and pesticide application.

It is anticipated that the contracts for this work will be approved at the April 1st City Council Meeting.

MATERIAL STORAGE

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with his work or one week after completing his work. Only on-site locations discussed and approved by the City fitted with proper erosion control measures may be used for any material storage. Any required pavement repair and parkway restoration, due to the damage because of materials storage, shall be borne by the Contractor and be considered included in the cost of the contract.

CONSTRUCTION NOISE RESTRICTIONS:

In order to minimize the effect of construction noise on the area surrounding the improvement the Contractor and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.

Construction operations shall be confined to the daylight hours between 7:00 AM and 7:00 PM, Monday through Saturday. No work of any kind shall be done on Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to

maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting or to construction of an emergency nature. If the Contractor requires additional time to complete a portion of work on a given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive the approval of the Engineer.

SEQUENCE OF OPERATIONS

The Contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with City Officials, Fire and Police Departments in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconveniences to the public.
The proposed work sequence follows:

Table 1: Management Schedule 2013-2017

Maintenance Activity	**Year/ Month**				
	2013	**2014**	**2015**	**2016**	**2017**
	West	**West**	**West**	**West**	**West**
Open Burn Permit Application	Jan	Nov/ Dec	-	Nov/ Dec	-
NPDES Pesticide Permit Application	June	May	May	May	May
Erosion Control Repair	July	June	June	June	June
Controlled Burn	Mar/ Apr	-	Mar/ Apr	-	Mar/ Apr
Selective Clearing & Weed Control, Woody Herbicide	-	-	-	-	-
Mowing	Mar	-	July	-	July
Weed Control, Upland & Wetland & Teasel Herbicide	July	June	June	June	June
Supplemental Seeding	July	June	-	June	-
Weed Control, Manual Removal	Aug	Aug	Aug	Aug	Aug
Bi-annual Monitoring	July/ Sept	June/ Sept	June/ Sept	June/ Sept	June/ Sept

2013 WORK PLAN

January:

1. Apply for an Open Burn Permit from the Illinois Environmental Protection Agency (IEPA).

April:

2. Perform a controlled burn per the specifications in the areas designated on the plans. Local fire protection district, police department, and adjacent residents and businesses need to be notified prior to conducting the control burn.

June:

3. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

July:

4. Repair erosion around wing-wall culvert on the east side of the road crossing by filling with topsoil, seeding with the Mesic Prairie mix per the specifications, and covering with erosion control blanket.
5. Repair rills along the north side of the channel by filling with topsoil, seeding with the Mesic Prairie mix in the upland areas and Wetland mix in the wetland areas per plan, and covering with erosion control blanket.
6. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
7. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual (Upland) and Weed Control, Teasel specification.
8. At least two weeks after herbiciding operations, seed bare and herbicided areas with the Wetland mix in wetland areas and the Mesic Prairie mix in upland areas as designated on the plans and in the specifications. Cover seeded areas with straw mulch and erosion control blanket immediately following seeding operations according to the plans and specifications.
9. Summer monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

August:

10. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

11. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

2014 WORK PLAN

May:

1. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

2. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
3. Repair any erosion control deficiencies.
4. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
5. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual (Upland) and Weed Control, Teasel specification.
6. At least two weeks after herbiciding operations, seed bare and herbicided areas with the Wetland mix in wetland areas and the Mesic Prairie mix in upland areas as designated on the plans and in the specifications. Cover seeded areas with straw mulch and erosion control blanket immediately following seeding operations according to the plans and specifications.

August:

7. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

8. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

November/ December:

9. Apply for an Open Burn Permit from the Illinois Environmental Protection Agency (IEPA).

2015 WORK PLAN

March/ April:

1. Perform a controlled burn per the specifications in the areas designated on the plans. Local fire protection district, police department, and adjacent residents and businesses need to be notified prior to conducting the control burn.

May:

2. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

3. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
4. Repair any erosion control deficiencies.

5. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
6. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual (Upland) and Weed Control, Teasel specification.

July:

7. Perform a high-mow on the slopes and edges of the channel to control invasive species according to the Mowing specification.

August:

8. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

9. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

2016 WORK PLAN

May:

1. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

2. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
3. Repair any erosion control deficiencies.
4. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
5. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual and Weed Control, Teasel specification.
6. At least two weeks after herbiciding operations, seed bare and herbicided areas with the Wetland mix in wetland areas and the Mesic Prairie mix in upland areas as designated on the plans and in the specifications. Cover seeded areas with straw mulch and erosion control blanket immediately following seeding operations according to the plans and specifications.

August:

7. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

8. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

November/ December:

9. Apply for an Open Burn Permit from the Illinois Environmental Protection Agency (IEPA).

2017 WORK PLAN

March/ April:

1. Perform a controlled burn per the specifications in the areas designated on the plans. Local fire protection district, police department, and adjacent residents and businesses need to be notified prior to conducting the control burn.

May:

2. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

3. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
4. Repair any erosion control deficiencies.
5. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
6. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual and Weed Control, Teasel specification.

July:

7. Perform a high-mow on the slopes and edges of the channel to control invasive species according to the Mowing specification.

August:

8. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

9. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

APPROVAL OF SUBCONTRACTORS

The Contractor shall provide a list of the intended source of materials and the intended Subcontractor to be used for the project. The City of Batavia shall approve all subcontractors to be used on the project and reserves the right to reject the use of any subcontractor due to past performance or the apparent inability to perform the item of the work required of him.

ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS

The City of Batavia has limited amount of funds available to complete this project. Therefore, the Contractor is herein notified that the City of Batavia reserves the right to reduce and/or omit any items as set forth in the Schedule of Prices section of these Contract Documents.

The City of Batavia reserves the right to alter the plans, or shorten the improvement, add or delete such work as may be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes, including the deduction or cancellation of any 1 or more of the Unit Price items, or cancellation of the Contract.

WAGE RATES

Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

CONTRACTOR PAYOUTS – REQUIRED SUBMITTALS

Contractor payout requests shall be submitted no more than one time per month, and are required to go through a scheduled City Council Meeting to authorize payment. Change Orders, which would cause the Contract to go above Original Contract Amount, will go through scheduled Committee and Council Meetings for approval.

Payment Process:

1. Quantity approval requirements:
    a. Quantities will be calculated and submitted and reviewed/approved by the engineer prior to submitting any invoices. Clearly identify the pay item and quantities used.

2. Invoice submittal requirements:
    a. General invoice for entire project after approval of above.
    b. Lien Waivers from General Contractor and Subcontractors receiving payments. General Contractor Lien Waiver is required to submit invoice and sub-contractor waivers are preferred at this time as well, but if needed they may be submitted prior to release of check.

3. Payment release requirements:
    a. Lien Waivers from General Contractor and any Subcontractors receiving payments from subject payout.
    b. Copies of Certified Payroll for period when work was completed.
    c. Sworn Statement from General Contractor.

CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)

The Contractor is to be aware of and comply with CCDD requirements. The City of Batavia has included IEPA form LPC-662 with the contract documents. It is our understanding that CCDD sites are accepting the 662 forms for spoil created in presumeablely uncontaminated soils. All proposed soil spoil material in this contract will be generated in a streambank and wetland/marsh area. The contractor shall make sure that the CCDD site being utilized will accept the material based on the LPC-662 form and the fact that they are in streambank and wetland/marsh areas. If the CCDD site being selected by the Contractor will not accept it, the Contractor will be responsible for the requirements necessary for the completion of the LPC-663 forms.

RESIDENT NOTIFICATIONS

The Contractor shall be responsible for delivery of notification letters (supplied by the City) to all residents of Peebles Court, Haines Drive, Haines Court, Thorsen Lane & Holbrook Lane in the Millpond & Braeburn Subdivisions affected by the maintenance (controlled burn) at least 24 hours, but not more than 72 hours, prior to commencement of work.

The Contractor shall be responsible for posting suitable advance notice on scheduled to be closed streets during working hours at least 24 hours, but not more than 48 hours, prior to commencement of work. “No Parking” signs displaying construction times shall be placed on roadways 48 hours prior to placement of utility materials. All such notices shall be removed by the Contractor immediately upon the completion of work. This work shall be incidental to the cost of the contract.

USE OF FIRE HYDRANTS

The Contractor shall contact the City of Batavia Water Division to obtain a water meter and for permission to use water from existing fire hydrants. The Water Division reserves the right to restrict which fire hydrant(s) may be used. The Contractor shall use special care in opening and closing of fire hydrants following Water Division guidelines. Repairs caused by failure to comply with proper operating guidelines will result in the sole responsibility of the Contractor.

CONTRACTOR MOBILIZATION

"This Contract contains no provisions for Contractor Mobilization"; Mobilization is considered included in the cost of this contract.

DUST CONTROL

Dust control shall be considered included in the cost of the contract.

CONSTRUCTION DEBRIS

Effective October 18, 1999

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

"The contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil; the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

SP-1 TOPSOIL FURNISH AND PLACE, 6 INCHES

DESCRIPTION: It is anticipated that additional topsoil will be required for maintenance operations including seeding and filling areas of erosion. Locations for topsoil placement will be at the direction of the City. Providing and placing topsoil will be in accordance with Sections 211 and 1081 of the Standard Specifications.

METHOD OF MEASUREMENT: A depth of 6-inches of topsoil shall be placed in all areas requiring restoration and seeding.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 6 INCHES.

SP-2 EROSION CONTROL BLANKET

DESCRIPTION: This work shall be in accordance with applicable portions of Section 251 of the Standard Specifications for Road and Bridge Construction, except as modified herein or on the plans.

Erosion control blanket shall be installed in all seeded areas as shown in the plans. The erosion control blanket shall be "North American Green S75BN" as manufactured by North American Green, Inc. or an approved equal. The blanket shall be placed within 24 hours after seeding operations have been completed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of all rocks or clods over 1.5" in diameter, and all sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. The blanket shall be placed perpendicular to the slope. The top of the blanket shall be toed into the top of slope in a 6" deep trench and backfilled. Staples shall be placed at a rate of 3.5 staples per square yard. The blanket shall overlap between 3" and 4" with adjacent blanket. Staples in organic soils shall be a "North American Green a 12-inch ECO-Stake" as manufactured by North American Green, Inc. or an approved equal to ensure adequate anchorage in the organic soils.

METHOD OF MEASUREMENT: This work shall be measured in place per square yards of actual surface area covered.

BASIS OF PAYMENT: The price shall include all necessary labor, material and equipment needed to install the work described herein and as specified on the plans. This work shall be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET.

SP-3 STRAW MULCH

DESCRIPTION: This work shall consist of furnishing, transporting, and placing mulch over seeded areas. The Contractor shall hand or machine-apply straw mulch at a rate of 2 ton/acre. The mulch shall be loose enough to permit air to circulate, but compact enough to reduce erosion. If baled mulch material is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material. Straw mulch shall be manually or mechanically crimped to soil. This work shall be completed within 24 hours of seeding operations.

Within 24 hours from the time seeding has been performed, the seeded area shall be given a covering of mulch as designated by method 2. On slopes, mulch shall be applied the same day as seeded. Mulch shall be applied uniformly at the rate specified.

(A) Method 2. Method 2 shall consist of placing and stabilizing straw at the rate of 2 ton/acre over seeded areas. All requirements of Method 1 must be met, plus the mulch

shall be thoroughly stabilized. The Contractor has the option of any of the following procedures for stabilizing the straw:

(1)Procedure 1 shall consist of anchoring the straw into the soil by means of a mechanical stabilizer with dull blades or disks. These blades or disks shall be without camber, approximately 20 in. in diameter, notches spaced at approximately 8 in. intervals and equipped with scrapers. The stabilizer shall measure approximately 1000 lb, have a working width not exceeding 72 inches, and shall be equipped with a ballast compartment, so that when directed, weight can be increased.

(2) Procedure 2 shall consist of stabilizing the straw with an approved mulch blower followed immediately by an overspray application of hydraulic mulch. The hydraulic mulch shall be applied as a slurry of 750 lb of mulch and 1000 gal of water per acre by an approved hydraulic mulch applicator. The hydraulic mulch slurry shall be agitated a minimum of five minutes before application and shall be agitated during application.

Following the mulching operation, foot and vehicular traffic, or the movement of equipment over the mulched area shall be prohibited. At any location where mulching has been displaced by any contractor's equipment or personnel, the seeding and mulch or other work damaged as a result of that displacement shall be repaired or replaced immediately.

METHOD OF MEASUREMENT: This work shall be measured for payment in place in acres required to cover the disturbed area.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per acre for STRAW MULCH. The price shall include all necessary labor, material and equipment needed to install the work described herein.

SP-4 SUPPLEMENTAL SEEDING, MESIC PRAIRIE

DESCRIPTION: All work, materials and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

GENERAL REQUIREMENTS: The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 100 miles from the site. Fertilizer is not required.

LB PLS per Acre	Scientific Name	Common Name	C-Value	Ind. Status
2.000	*Andropogon gerardii*	big bluestem	5	FAC-
0.500	*Andropogon scoparius*	little bluestem	5	FACU-
0.063	*Aster novae-angliae*	New England aster	4	FACW
1.000	*Elymus canadensis*	Canada wild rye	4	FAC-

0.062	*Monarda fistulosa*	bergamot	4	FACU
0.250	*Panicum virgatum*	switch grass	5	FAC+
0.062	*Pycnanthemum virginianum*	common mountain mint	5	FACW+
0.125	*Ratibida pinnata*	yellow coneflower	4	UPL
0.188	*Silphium laciniatum*	compass plant	5	UPL
0.188	*Silphium terebinthinaceum*	prairie dock	5	FACU
0.063	*Solidago rigida*	stiff goldenrod	4	FACW-
1.500	*Sorghastrum nutans*	Indian grass	5	FACU+
6.000	**Total Weight of Seeds (LB PLS)**			
Cover Crop:				
3.000	*Lolium multiflorum*	annual rye	0	UPL
32.000	*Avena sativa*	oats	0	UPL

Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per acre for SUPPLEMENTAL SEEDING, MESIC PRAIRIE.

SP-5 SUPPLEMENTAL SEEDING, WETLAND

DESCRIPTION: All work, materials and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

GENERAL REQUIREMENTS: The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 100 miles from the site. Fertilizer is not required.

LB PLS per Acre	Scientific Name	Common Name	C-Value	Ind. Status
2.000	*Agrostis alba palustris*	bent grass	10	OBL
0.063	*Asclepias incarnata*	swamp milkweed	4	OBL
0.250	*Aster novae-angliae*	New England Aster	4	FACW
0.063	*Bidens sp.*	tickseed		
0.125	*Carex bebbii*	Bebb's sedge	6	OBL
0.125	*Carex stipata*	awl fruited sedge	3	OBL
0.125	*Carex vulpinoidea*	fox sedge	2	OBL
0.125	*Cyperus sp.*	flat sedge sp.		
0.063	*Eleocharis sp.*	spike rush		
0.125	*Eupatorium maculatum*	spotted joe pye weed	4	OBL
0.500	*Glyceria striata*	fowl manna grass	4	FACW+
0.125	*Helenium autumnale*	sneezeweed	5	FACW+
0.063	*Juncus torreyi*	Torrey's rush	4	FACW

1.500	*Leersia oryzoides*	rice cut grass	4	OBL
0.125	*Silphium perfoliatum*	cup plant	5	FACW-
1.000	*Spartina pectinata*	cord grass	4	FACW+
6.500	**Total Weight of Seeds (LB PLS)**			
Cover Crop:				
3.000	*Agrostis alba*	red top grass	0	FACW
32.000	*Avena sativa*	oats	0	UPL

Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per acre for SUPPLEMENTAL SEEDING, WETLAND.

SP-6 WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)

DESCRIPTION: This work shall consist of the application of a non-selective and non-residual herbicide (Rodeo or equal) to kill all existing vegetation at designated areas along highway roadsides or upland areas.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The non-selective and non-residual herbicide (Rodeo or approved equal) shall have the following formulation:

Active Ingredient	
*Glyphosate, N- (phosphonomethyl) glycine, in the form of its isopropylamine salt	53.80%
Inert Ingredients (including surfactant)	46.20%

TOTAL 100.00%

*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient Glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

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

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

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

SCHEDULE: Spraying will not be allowed when temperatures exceed 90º F or under 60º F, when wind velocities exceed fifteen (15) miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The non-selective and non-residual herbicide shall be applied at the rate of one (1) gallon per acre. One (1) gallon of formulation shall be diluted with a minimum of fifty-five (55) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND) will be measured for payment per acre application.

BASIS OF PAYMENT: Weed Control, Non-Selective and Non-residual will be paid for at the contract unit price per acre application of WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND). Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for Weed Control, Non-selective and Non-residual and no additional compensation will be allowed.

SP-7 WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND)

DESCRIPTION: This work shall consist of the application of herbicide (Habitat or equal) for weed control in wet areas. Applications may only be made for the control of undesirable vegetation in and around standing and flowing water. Equal formulation must be approved to use in or near water.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The herbicide (Habitat or equal) shall have the following formulation:

Active Ingredient:	
Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-Pyridinecarboxylic acid)*	28.7%
Inert Ingredients:	71.3%
Total	100.0%

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

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

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

SCHEDULE: Spraying will not be allowed when the temperatures exceed 90° F or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The Habitat or equal herbicide shall be applied at the rate of 6 pints per acre. Habitat or equal formulation shall be diluted with a minimum of one-hundred (100) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND) will be measured for payment per acre application.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre application of WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND). Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND), and no additional compensation will be allowed.

SP-8 WEED CONTROL, TEASEL

DESCRIPTION: This work shall consist of the application of a broadleaf herbicide (Transline or equivalent) along highway roadsides for control of teasel and thistle. Locations for herbicide will be within upland areas as designated on the plans.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The broadleaf herbicide (Transline or equal) shall have the following formulation:

Active Ingredient:
Clopyralid: 3, 6-dichloro-2-pyridinecarboxylic acid,

monoethanolamine salt	40.9%
Inert Ingredients:	59.1%
	Total - 100%

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

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

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

SCHEDULE: Spraying will not be allowed when the temperatures exceed 90° F or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The Transline or equal broadleaf herbicide shall be applied at the rate of one (1) ounce per acre. One (1) gallon of Transline or equal formulation shall be diluted with a minimum of forty (40) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, TEASEL will be measured for payment per acre of application.

BASIS OF PAYMENT: WEED CONTROL, TEASEL will be paid for at the contract unit price per acre of application of WEED CONTROL, TEASEL. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, TEASEL, and no additional compensation will be allowed.

SP-9 WEED CONTROL, MANUAL REMOVAL

DESCRIPTION: This work will consist of performing hand and manual-tool (shovel, spade, etc.) removal and disposal of Cattails (*Typha sp*.) at locations within the existing channel. This

work will be performed in a wetland environment and dewatering of the work area is not required for removal.

BASIS OF PAYMENT: This work shall be measured and paid for at the contract unit price per acre of WEED CONTROL, MANUAL REMOVAL. The price shall include all necessary labor, materials, and equipment necessary to performed the work as described herein.

SP-10 SELECTIVE CLEARING

Description: This work shall consist of removal of shrubs, brush, debris, and invasive tree species up to six inches in diameter and herbiciding the stumps of woody vegetation. Invasive tree species include Sandbar Willow (*Salix interior*), Common Buckthorn (*Rhamnus cathartica),* and Box-Edler (*Acer negundo*). Locations for selective clearing are designated on the plans. This work will be completed prior to the start of weed control applications.

General Requirements: The undesirable trees and brush shall be cut flush with the ground and all stubs shall be treated with a re-sprout herbicide with a blue colorant to prevent re-growth from the stumps. Herbicide application shall be according to the WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY) specification. All cleared areas shall be smoothed and finished uniformly to the satisfaction of the ENGINEER with equipment approved by the ENGINEER.

Measurement: SELECTIVE CLEARING will be measured for payment in units of acres. Payment for SELECTIVE CLEARING shall include the cost of all debris removal, trimming, smoothing, finishing, labor, materials, tools, and equipment required to complete the work as specified herein and to the satisfaction of the ENGINEER. Areas not meeting the satisfaction of the ENGINEER shall not need measured for payment.

Payment: This work will be paid for at the contract unit price in acres of SELECTIVE CLEARING.

SP-11 WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)

DESCRIPTION: This work shall consist of the application of herbicide (Garlon 3A or equal) for control of woody re-sprouts. Applications may only be made for the control of undesirable vegetation on dry ground. Equal formulation must be approved to use in or near water.

Treat SELECTIVE CLEARING cut-stumps immediately after cutting with a water-based herbicide application (Garlon 3A specialty herbicide or approved equal). If more than one hour elapses after cutting, switch to an oil-based herbicide application (Pathfinder II specialty herbicide or approved equal). Herbicide shall be applied per manufacturer's instructions by a Licensed Pesticide Applicator.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The herbicide (Garlon 3A or equal) shall have the following formulation:

Active Ingredient:	
Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetuc acid, Triethylamine salt	44.4%
Inert Ingredients:	55.6%
Total	100.0%

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

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

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

SCHEDULE: Spraying will not be allowed when the temperatures exceed 90° F or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The herbicide shall be applied at the rate of 5 pints per acre. Garlon 3A or equal formulation shall be diluted with a minimum of one-hundred (100) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY) will be measured for payment per acre application.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre application of WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY). Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY), and no additional compensation will be allowed.

SP-12 CONTROL BURN

DESCRIPTION: This work will consist of performing a control burn for ecological management including all gasoline, watering, weed whipping, raking, mowing and all work described. The areas burned will consist of open areas of existing vegetation for the control of invasive species including Cattail (*Typha sp.*), Common Reed (*Phragmites australis*), and Reed Canary Grass (*Phalaris arundinacea*). The Contractor will be responsible for obtaining all required permits and authorizations prior to the commencement of burning.

SCHEDULE: This work shall be completed in the spring during the months of March or April or in the fall during the months of October or November. This work will be performed following weed control, weather permitting, on an as needed basis to control weeds and promote native species growth. This work must be completed at least 2 months before any supplemental seeding or planting in a given area.

GENERAL REQUIREMENTS: The control burn will only be conducted when wind speed is below 10 mph and relative humidity is above 20%. Burning will not occur when the wind directions are blowing towards buildings or roadways, especially in the direction of residential homes and Randall Road. Prior to igniting the fire, burnable fuel adjacent to fire sensitive objects will be removed and/or saturated with water. Firebreaks will be utilized to stop the fire from burning any non-target areas. Fires will be controlled using hand tools and water pumps and will completely extinguished before leaving the site.

The Contractor shall abide by all local rules and regulations governing open burning including the Kane County Code. Restrictions include but are not limited to the following:

1. Burning is only permitted on sunny warm temperature days between 10:00 AM and 3:00 PM.
2. Burning is not permitted when the wind speed is in excess of 10 miles per hour.
3. Burning is not permitted when it is determined and announced by the Kane County Health Department that inversion conditions or an ozone alert exists.
4. Burning must be supervised until the fire is extinguished.
5. A fire extinguisher or water source shall be available at the burning site.

PERMIT: This work will also include obtaining a burn permit for Prairie and Ecological Management from the Illinois Environmental Protection Agency (IEPA). The Contractor shall

also be responsible for any and all notification requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of control burning. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Air Pollution Control
P.O. Box 19506
Springfield, IL 62794-9506

NOTIFICATION: The Contractor will submit a burn plan and signage plan to the City of Batavia for review and approval a minimum of 2 weeks prior to scheduling a burn. The Contractor will notify the City and adjacent land owners within a 300ft radius of the property boundary via burn notice one (1) week prior to the scheduled date and again a maximum of 24 hours in advance of the controlled burn. The Contractor will also coordinate the date and time with the City and local fire and police departments 48 hours prior to the burn and contact immediately before and after the control burn is conducted. The Contractor will be solely responsible for these activities.

The burn plan needs to contain the following items:

1. Notification requirements
2. Public meeting schedule
3. Burn area
4. Fire breaks
5. Burn sequence

The contact information for the local fire and police are found below:

Batavia Fire Department
800 E. Wilson Street
Batavia, IL 60510
(630) 454-2100

Batavia Police Department
(630) 454-2500

BASIS OF PAYMENT: This work will be measured and paid for at the contact unit price per acre for CONTROL BURN. The cost associated with required permits and authorizations shall be the responsibility of the Contractor and will be considered included in the cost for control burn.

SP-13 MOWING

DESCRIPTION: This work will consist of a mowing of vegetation to a height not more than 5 inches for the purpose of noxious weed management.

GENERAL REQUIREMENTS: The Contractor shall keep all mowing equipment sharp and properly equipped for operation in a native area. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedings, etc. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the City. Damage to the ground surface, such as ruts or wheel tracks more than 2 inches in depth, or other plantings caused by the mowing or trimming operation shall be repaired and the Contractors expense.

METHOD OF MEASUREMENT: MOWING will be measured in place for payment in acres of the surface area mowed and trimmed.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre for MOWING. Any additional mowing or trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the City.

SP-14 EROSION CONTROL MAINTENANCE

DESCRIPTION: This work shall consist of the monitoring and management of the soil erosion aspects of the project. This will include monitoring of all stormwater control structures within the vicinity of the project. These structures will be maintained as necessary to evaluate if stormwater conveyance is causing erosion and/or working properly. The work shall include clearing of stormwater management structures such as wiers and culverts within the project boundary. Spring and fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues shall be conducted.

General Requirements:
This work item will be performed to assure compliance with the Contract plans and specifications; and the latest editions of the Illinois Environmental Protection Agency "Illinois Urban Manual", and the National Pollutant Discharge Elimination System (NPDES) permit No. ILR10. The Contractor will be required to sign the NPDES permit application prior to starting the work.

METHOD OF MEASUREMENT: This work will be measured per acre inspected and maintained all labor, materials, transportation, and incidentals necessary to maintain and replace all erosion control measures for the duration of the project.

BASIS OF PAYMENT: This work will be paid for at the contract price per acre for EROSION CONTROL MAINTENANCE.

Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

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

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

I. Source Location Information

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

Project Name: BRAEBURN MARSH WEST Office Phone Number, if available: _____

Physical Site Location (Street, Road): SWC RANDALL ROAD & FABYAN PARKWAY

City: BATAVIA State: IL Zip Code: 60510

County: Kane Township: BATAVIA

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

Latitude: _____ (Decimal Degrees) Longitude: - _____ (-Decimal Degrees)

Identify how the lat/long data were determined:

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

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:		Name:	
Street Address:		Street Address:	
PO Box:		PO Box:	
City:	State:	City:	State:
Zip Code:	Phone:	Zip Code:	Phone:
Contact:		Contact:	
Email, if available:		Email, if available:	

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

Project Name: BRAEBURN MARSH WEST

Latitude: _____ Longitude: -_____

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

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

Number of pages attached: _____

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

IV. Soil pH Testing Results

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

Number of pages attached: _____

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

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

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

_____ _____

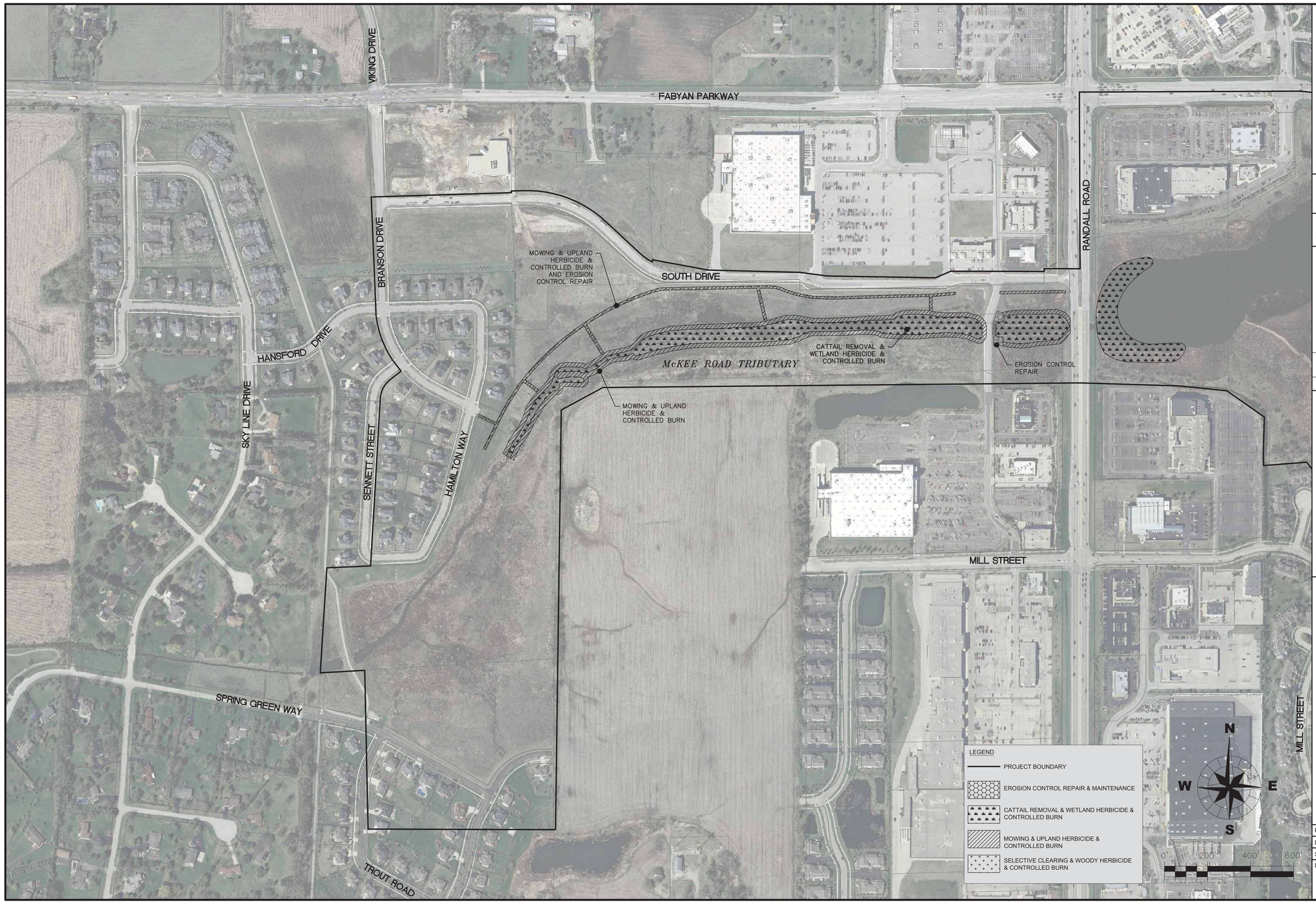
Source Site Owner or Operator's Printed Name | Source Site Owner or Operator's Title

_____ _____

Source Site Owner or Operator's Signature | Date

PART VI

Location Map…….…….…… LM 1 - 1



TITLE : **BRAEBURN MARSH MAINTENANCE PLAN**

WEST SIDE - REMOVAL, REPAIR, & HERBICIDE PLAN

DSGN.	NMP
DWN.	EAM
CHKD.	PDK
SCALE : 1" = 200'	
MP1-2-120142.DWG	

NO.	DATE	NATURE OF REVISION

CLIENT :

CITY OF BATAVIA
100 NORTH ISLAND AVENUE
BATAVIA, IL 60510

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 120142

DATE : 05/22/2012

SHEET 1 OF 4

DRAWING NO.

MP1

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UPDATED: 5/24/2012 - EMILLER

CITY OF BATAVIA

DATE: 3/20/13
TO: City Services Committee
FROM: Andrea M. Podraza, P.E., CFM, Civl Engineer
SUBJECT: Braeburn Marsh: 5 Year Management & Maintenance Project

- **Resolution 13-45-R – Authorizing the execution of the Contract for the Braeburn Marsh: 5 Year Management & Maintenance Project with Encap Inc,**

This bid was distributed for only the City's portion of the Braeburn Marsh, the west side. The Kane County Forest Preserve District is responsible for the management and maintenance of the east side and plans to put bid packages out in the summer after KCFPD's budget year. The following six companies were distributed bid packets: Applied Ecological Services, Davey Resources, Earthwerks Inc., EnCap Inc., Hey & Associates and Pizzo and Associates. Bids were received from EnCap Inc, Pizzo & Applied Ecological Services and opened on March 15, 2013. Below is the summary for each year of the 5-year contract and the grand total for the engineering estimate and the bids received by each company:

	***Engineering* Estimate**	**AES**	**EnCap**	**Pizzo**
2013	$42,340.60	$191,771.05	$24,791.17	$89,526.11
2014	$37,640.60	$56,714.95	$12,903.20	$88,819.71
2015	$35,098.00	$40,298.22	$13,381.33	$81,434.07
2016	$37,640.60	$49,013.83	$12,903.20	$92,070.22
2017	$35,098.00	$35,900.98	$8,665.82	$83,965.17
Bid as Read	**$187,817.80**	**$373,699.03**	**$72,644.72**	**$435,815.29**

Overall, the low bid was received by EnCap Inc. of Sycamore, Illinois. Upon review of the bid, Staff feels comfortable with the unit prices received from EnCap, Inc. Staff has worked with EnCap previously on the Windmill Lakes Basin Restoration Project with good results and they are currently maintaining that project as well.

Please find attached:

- **Resolution 13-45-R – Authorizing the execution of the Contract for the Braeburn Marsh: 5 Year Management & Maintenance Project with Encap, Inc.**

Recommended Action:

Staff recommends for the City Services Committee approve the following:

- The construction Contract for the Braeburn Marsh: 5 Year Management & Maintenance Project with EnCap, Inc., of Sycamore, Illinois and resolution 13-45-R.

CITY OF BATAVIA, ILLINOIS

RESOLUTION 13-45-R

AUTHORIZING EXECUTION OF THE CONTRACT FOR THE BRAEBURN MARSH: 5 YEAR MANAGEMENT & MAINTENANCE PROJECT WITH ENCAP, INC.

WHEREAS, the City of Batavia has identified the need for implementation of management and maintenance of the Braeburn Marsh: 5 Year Management & Maintenance Project; and

WHEREAS, the City of Batavia requested bids on the project and reviewed the submitted bids; and

WHEREAS, Encap, Inc. has submitted a bid and is the lowest responsible bidder for the project; and

WHEREAS, the ecological restoration company of ENCAP, Inc. has the appropriate expertise and experience necessary to provide construction services; and

WHEREAS, the total cost of said construction services is in the amount not to exceed $72,644.72; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BATAVIA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Contract with ENCAP, Inc., of Sycamore, Illinois, for construction services in the amount not to exceed $72,644.72. The Contract is attached hereto as Exhibit "1".

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

_____

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Chanzit					Jungels				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										

VOTE: Ayes Nays Absent 0 Abstention(s) counted as _____
Total holding office: Mayor and 14 aldermen

ATTEST:

_____

Heidi L. Wetzel, City Clerk

S:\Eng Shared\CIP\Stormwater\SWC_09_002_Braeburn\5 yr Maintenance\Legal\Resolution\13-45-R Authorizing Execution with ENCAP.docx

EXHIBIT 1 OF RESOLUTION 13-45-R

AUTHORIZING EXECUTION OF THE CONTRACT FOR THE BRAEBURN MARSH: 5 YEAR MANAGEMENT & MAINTENANCE PROJECT WITH ENCAP, INC.

BIDDING DOCUMENTS

FOR

BRAEBURN MARSH:
5 YEAR MANAGEMENT & MAINTENANCE

CITY OF BATAVIA

KANE COUNTY, ILLINOIS

FEBRUARY 2013

ANDREA M. PODRAZA
062-059208
LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
exp 11/30/13

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PART I

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INVITATION TO BID

For the

Braeburn Marsh: 5 Year Management & Maintenance

1. **NOTICE** is hereby given that the City Council of the City of Batavia, Illinois (hereinafter called the "Owner") will receive sealed bids at the **Office of the City Engineer, 100 North Island Avenue, Batavia, Illinois 60510-1930**, until **4:00 P.M.** local time on **Thursday, March 14 and 2013** for the construction of the **Braeburn Marsh: 5 Year Management & Maintenance** (hereinafter called the "Project") at which time and place the bids will be publicly opened and read aloud.

2. This is a cash project.

3. The work for which bids are to be received generally and briefly consists of the following:

   - **Wetland Maintenance**
   - **Weed Control**
   - **Erosion Control**
   - **Controlled burn**

4. All work shall be in accordance with the specifications as set forth in the Contract Documents, plans and other State and Local regulations as applicable.

5. The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the 2013 bid amount only. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

6. The Owner reserves the right to require the low Bidder to file proof, within seven (7) calendar days of the bid opening, of the Contractor's ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement, a list of equipment owned by Bidder, and a backlog of jobs under a Contract. The Project will be awarded once the qualified low Bidder furnishes satisfactory evidence that they have the ability, sufficient capital, facilities, and plant to enable the Contractor to prosecute the work successfully and promptly, and to complete the work within the

time specified in the Contract Documents.

7. The Contractor shall provide a written statement as part of the Bid submittal of verifying their ability to commence work on the project within the time specified in the Contract Documents.

8. The Owner intends to accept the lowest responsible bid and the Owner reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The Owner reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding sixty (60) days after the date of opening the bids. The private bid opening date is **Friday, March 15, 2012 at 9:00 A.M.**

9. The successful Bidder to whom the Contract shall be awarded shall sign the Contract, furnish a Performance Bond, or Letter of Credit in amounts equal to one hundred ten percent (110%) of the 2013 Contract Amount only and required Certificates of Insurance, within five (5) calendar days after the Contract has been awarded. Failure to do so shall make the Contract null and void.

10. Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 5% Bid Security with submittal of bid; 3) 110% Performance Security five calendar days after Contract award; 4) applicable OSHA and EPA requirements;

11. Bid package (Instructions to Bidders, Contract Documents, Plans, Specifications and Special Provisions) for use by prospective Bidders and interested suppliers may be obtained from the Office of the City Engineer of Batavia, Illinois, 100 North Island Avenue, Batavia, Illinois, 60510-1930.

Dated this twenty-sixth day of February 2013.

City of Batavia

Andrea M Podraza

Andrea M. Podraza, P.E., CFM
Civil Engineer

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. **LOCATION:**
The proposed work covered by these documents is located as shown on the location map contained in the drawings, or as designated by the Owner.

In general, all work is to be constructed within public land owned and/or dedicated for public use, or easements for which the Owner has obtained clearance for the use intended.

2. **SCOPE:**
The scope of work is outlined in the Contract Documents, Specifications and drawings.

3. **DEFINITIONS:**
Wherever the word "Owner" is used in these documents, it shall be understood to mean **City of Batavia**. Wherever the words "directed", "permitted", "ordered", "designated", "approved", "satisfactory", "acceptable", or words of like import are used, they shall be understood to refer to the exercise of the authority or judgment vested in the City Engineer.

4. **BID DATE:**
Sealed bid proposals will be received for the proposed work specified herein at the **Office of the City Engineer, 100 North Island Avenue, Batavia, Illinois 60510-1930** until **4:00 P.M.** local prevailing time on **Thursday, March 14, 2013.**

5. **BID OPENING:**
The private Bid Opening will be held at the **Office of the City Engineer, 100 North Island Avenue, Batavia, Illinois 60510-1930** at **9:00 A.M.** local prevailing time on **Friday, March 15, 2013.**

6. **INTERPRETATION OF CONTRACT DOCUMENTS:**
If any person, contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, they may submit to the Owner a written request, **no later than 10 AM local time, and three business days prior to the bid opening**, for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an Addendum duly issued by the Owner and a copy of such Addendum will be mailed, faxed, emailed or delivered to each person receiving a set of such documents. All Addenda to Bidders shall be incorporated in the bids and will become a part of the Contract Documents. **No oral interpretations** by the Owner will be binding; only instructions in writing will be deemed valid. All requests for interpretations regarding this project may be directed to **Andrea Podraza, City of Batavia Engineering Department, 100 North Island Avenue, Batavia, IL 60510, phone 630-454-2757, fax 630-454-2775**

or email apodraza@cityofbatavia.net.

7. **PREPARATION OF BID PROPOSAL:**
Each bid proposal shall be submitted on the form provided by the Owner. The bid proposal shall be enclosed in an opaque envelope, which is sealed and clearly marked on the front **"Bid Proposal – Braeburn Marsh: 5 Year Management & Maintenance**, addressed to the Owner, with the name and address of the Bidder endorsed thereon.

The Proposal from the Contractor shall consist of the Compete Contract Documents and supplemental addendums as received from the Owner. The bound contract Documents shall not be separated and shall be submitted as a complete packet. Bid proposals are to be submitted for the work specified on the attached BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID SCHEDULE, all furnished and installed in strict conformance with the specifications therefore. No proposal will be considered except upon completed work fully installed in place as specified.

All blank spaces in the proposal shall be properly filled in with ink opposite each item, using figures and written words, as indicated in the column headings.

In case of discrepancy between the prices indicated in figures and in written words, the written words shall govern and will be used in computing the total bid price for comparison of proposals.

8. **SIGNATURE ON BID PROPOSAL:**
Each bid proposal shall contain the full name of every person, firm, or corporation interested in the same and the address of each Bidder. When firms bid, the name of each member should be signed and the firm name added. When a corporation is the Bidder, the person signing shall state under the laws of what state the corporation is chartered, and the name and title of the officer having authority under the by-laws to sign contracts. Any one agent signing the bid proposal must file with it legal evidence of their authority to do so.

9. **BID GUARANTEE:**
Each bid proposal shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the 2013 season bid amount only. Said bid guarantee to serve as a guarantee that if the Contractor's proposal is accepted and a contract awarded, the successful Bidder, within the specified time, will enter into a contract agreement with the Owner and post the required Performance Security.

All bid guarantees will be returned to unsuccessful Bidders after a contract has been entered into with the successful Bidder.

10. **BASIS OF AWARD:**
Award of a contract or contracts will be based upon the bid proposals submitted and then **only** to the party (or parties) submitting the lowest responsible bid (or bids) as determined by the Owner in its sole judgment. The Owner reserves the right to waive any informality in the proposals or to reject any or all bids.

11. **WITHDRAWAL OF PROPOSAL:**
If a Bidder wishes to withdraw its proposal, the Bidder may do so before the time fixed for the opening of bids, without prejudice to the Bidder, by communicating the Contractor's purpose in writing and delivered by certified or registered mail, postage prepaid to the Owner, and when the Contractor's bid is reached, it will be handed to the Contractor or to the Contractor's authorized agent unopened. Bids opened and read may not be withdrawn for a period of sixty (60) days. Corrections, modifications, or amendments to bids for any reason, including any error or miscalculation, shall not be permitted. Withdrawals of bids permitted sixty (60) days after the bid opening may be made in writing and delivered by certified or registered mail, postage prepaid to the Owner.

12. **COMPARISON OF BIDS:**
Proposals for the purpose of awarding a contract will be compared on the basis of the total amount bid, which is to be obtained by applying the unit and/or lump sum bid prices to the quantities listed in the proposal herein.

The estimated quantities of unit price items listed in the proposal, although stated with as much accuracy as is possible in advance, are approximately only, and are given **only** for the purpose of comparing bids. The quantities on which payment will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified in the Contract.

13. **CONTRACT AND PERFORMANCE SECURITY:**
The person, firm, or corporation to whom a contract is awarded will be required to execute a contract, furnish a Performance Bond, Letter of Credit or cash with an acceptable surety company within five (5) calendar days after the contract is awarded to the Contractor. The Performance Bond shall be in the amount of one hundred ten percent (110%) of the award contract amount for the 2013 season only. The Performance Security as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. Such bond shall remain in full force for a period of one year from and after the final acceptance and payment by the Owner. The cost of such performance security shall be included as part of the bid.

14. **FORFEITURE OF BID DEPOSIT:**
If a person, firm, or corporation to whom a contract is awarded fails or neglects to enter into a contract and bond within the specified time limit, the Bidder will be

considered to having abandoned it and the bid deposit shall thereupon be forfeited to the Owner and collected as provided by law.

15. **REJECTION OF PROPOSALS:**
Reasonable evidence or grounds for supposing that any Bidder is interested in more than one (1) proposal for the same item may cause a rejection of all proposals in which the Bidder is interested.

16. **EVIDENCE OF ABILITY :**
Bidders to whom an award may be contemplated, upon request, shall submit a full statement of the Contractor's experience in construction work similar to that covered by this contract and the equipment that he has available or can secure which will permit the work being carried out expeditiously. Before the proposal is accepted, the Owner may require additional information with respect to the Bidders' financial ability to begin the work promptly and conduct it as required by the contract and specifications.

17. **EXAMINATION OF WORK :**
Bidders must carefully examine the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering and handling materials for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the specifications for the work. The Owner will not be responsible, in any manner, for verbal answers to any inquiries regarding the meaning of the specifications given prior to the awarding of the contract. Bidders must contact the City of Batavia Engineering Department at (630) 454-2757 before visiting the site.

18. **LAWS AFFECTING PUBLIC WORK:**
The attention of the Bidder is called to the laws of the State of Illinois and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Illinois relative to licensing of corporations organized under the laws of any other state.

19. **INSURANCE:**
The attention of the Bidder is particularly called to the requirements in the General Conditions, which covers required Insurance.

20. **CONTRACTOR INTERFERENCE :**
Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed and the Bidders must employ, so far as possible such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

21. **INSPECTION AND TESTING MATERIALS :**
The Bidder to whom this contract is awarded must pay for inspection and testing materials in accordance with the requirements of the detail specifications wherever

such inspection or testing is called for under the specifications.

22. **WHEN AWARD IS EFFECTIVE :**
Award is effective upon formal acceptance and execution of the Contract by the Owner. A contract shall be deemed as having been awarded when official of the award has been provided to the successful Bidder.

23. **EMPLOYMENT OF ILLINOIS WORKERS**
Attention is called to the need for compliance with the Illinois Works on Public Works ACT 30 ILCS 570-0.01 et seq.

24. **PREVAILING WAGES :**

Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

Kane County Prevailing Wage for February 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
CEMENT MASON		ALL		41.550	43.550	2.0	1.5	2.0	9.500	13.76	0.000	0.500
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH	N	BLD		35.770	37.870	1.5	1.5	2.0	12.07	9.370	0.000	0.450
COMMUNICATION TECH	S	BLD		36.390	38.490	1.5	1.5	2.0	10.02	10.19	0.000	1.090
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN	N	ALL		43.080	47.380	1.5	1.5	2.0	12.06	11.41	0.000	0.540
ELECTRICIAN	S	BLD		43.560	47.920	1.5	1.5	2.0	10.02	12.20	0.000	1.310
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.52	9.280	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		42.160	44.160	1.5	1.5	2.0	9.890	11.61	0.000	0.780
SIGN HANGER		BLD		26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150

```
TRUCK DRIVER            ALL 4 33.100 33.100 1.5   1.5 2.0 6.500 4.350 0.000 0.150
TUCKPOINTER             BLD   40.950 41.950 1.5   1.5 2.0 8.180 10.82 0.000 0.940
```

Legend:

RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) – Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St.Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

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.

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

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), 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; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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; 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; 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; 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; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

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: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; 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; Hydraulic Backhoes; Backhoes with shear attachments; 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; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; 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; All Locomotives, Dinky; Off-Road Hauling Units (including

articulating)/2 ton capacity or more; 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; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling 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.; Fireman on Boilers; 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); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump 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.

BID PROPOSAL

CITY OF BATAVIA

PROJECT: **Braeburn Marsh: 5 Year Management & Maintenance**

NAME OF BIDDER: ENCAP, Inc.

BUSINESS ADDRESS: 1709 Afton Rd

TELEPHONE NUMBER: (815) 899 - 1621

TO: City of Batavia Attn: Andrea M. Podraza, P.E., CFM
100 North Island Avenue
Batavia, Illinois 60510-1930

The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the 2013 season bid amount only. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid, as principals, are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the proposed forms, and the Contract Specifications for the above signed work, all of which are on file in the office of the City Engineer of the City of Batavia and all other documents referred to or mentioned in the Contract Documents and Specifications.

The undersigned Bidder agrees that if this Bid is accepted, the Bidder will contract with the Owner, in the form of the copy of the Contract prepared by the City of Batavia, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as set forth therein. The undersigned Bidder further agrees that if this bid is accepted, to furnish the Contractor's bonds and insurance specified in the General Conditions, and to do all other things required if the Contractor by the Contract Documents, and that he will take, in full payment therefore, the sum set forth in the following Bidding Schedule.

BIDDING SCHEDULE

The Bidder shall include in the following schedule, all labor, materials, shoring, removal, freight, cartage, overhead, profit, insurance, etc. to provide the project complete and ready for use in accordance with the Contract Documents.

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 1 – 2013)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	$ 4.50	$ 4,225.50
SP-2	EROSION CONTROL BLANKET	4872	SQ YD	$ 1.08	$ 5,261.76
SP-3	STRAW MULCH	0.43	AC	$ 2,115.00	$ 909.45
SP-4	SEEDING, MESIC PRAIRIE	1.01	AC	$ 590.00	$ 595.90
SP-5	SEEDING, WETLAND	0.43	AC	$ 2,304.00	$ 990.72
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$ 675.00	$ 2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$ 576.00	$ 3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$ 455.00	$ 1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$ 600.00	$ 3,438.00
SP-10	SELECTIVE CLEARING	0	AC	-------	--------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	--------	--------
SP-12	CONTROL BURN	9.4	AC	--------	--------
SP-13	MOWING	0	AC	-------	-------
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$ 446.00	$ 1,922.26

2013 Total Bid Amount in Numbers: $ 24,791.17

Total Bid Amount in Writing: twenty four thousand seven hundred ninety-one dollars and seventeen cents

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 2 – 2014)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	4872	SQ YD	—	—
SP-3	STRAW MULCH	0.43	AC	—	—
SP-4	SEEDING, MESIC PRAIRIE	1.01	AC	$590.00	$595.90
SP-5	SEEDING, WETLAND	0.43	AC	$2,304.00	$990.72
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$675.00	$2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$576.00	$3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$455.00	$1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$600.00	$3,438.00
SP-10	SELECTIVE CLEARING	0	AC	--------	-------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	-------	-------
SP-12	CONTROL BURN	0	AC	--------	--------
SP-13	MOWING	0	AC	--------	--------
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$100.00	$431.00

Guaranteed from 1st year
Guaranteed from 1st year
Guaranteed from 1st year

2014 Total Bid Amount in Numbers: $ 12,903.20

Total Bid Amount in Writing: twelve thousand nine hundred three dollars and twenty cents.

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 3 – 2015)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	0	SQ YD	-------	-------
SP-3	STRAW MULCH	0	AC	-------	-------
SP-4	SEEDING, MESIC PRAIRIE	0	AC	-------	-------
SP-5	SEEDING, WETLAND	0	AC	-------	-------
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$ 675.00	$ 2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$576.00	$ 3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$ 455.00	$ 1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$ 600.00	$ 3,438.00
SP-10	SELECTIVE CLEARING	0	AC	-------	-------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	-------	-------
SP-12	CONTROL BURN	9.4	AC	$ 125.00	$ 1,175.00
SP-13	MOWING	3.67	AC	$ 125.00	$ 458.75
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$ 200.00	$ 862.00

Guaranteed from 1st year

2015 Total Bid Amount in Numbers: $ 13,381.33

Total Bid Amount in Writing: thirteen thousand three hundred eighty-one dollars and thirty-three cents

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 4 – 2016)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	4872	SQ YD	—	—
SP-3	STRAW MULCH	0.43	AC	—	—
SP-4	SEEDING, MESIC PRAIRIE	1.01	AC	$590.00	$595.90
SP-5	SEEDING, WETLAND	0.43	AC	$2,304.00	$990.72
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$675.00	$2,477.25
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$576.00	$3,300.48
SP-8	WEED CONTROL, TEASEL	3.67	AC	$455.00	$1,669.85
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$600.00	$3,438.00
SP-10	SELECTIVE CLEARING	0	AC	--------	--------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	--------	--------
SP-12	CONTROL BURN	0	AC	--------	--------
SP-13	MOWING	0	AC	--------	--------
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$100.00	$431.00

Guaranteed from 1st Year
Guaranteed from 1st Year
Guaranteed from 1st Year

2016 Total Bid Amount in Numbers: $ 12,903.20

Total Bid Amount in Writing: twelve thousand nine hundred three dollars and twenty cents

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance (Year 5 – 2017)

Item No.	Pay Item	Quantity	Unit	Unit Price	Total Quantity Price
SP-1	TOPSOIL FURNISH & PLACE, 6 INCHES	939	SQ YD	—	—
SP-2	EROSION CONTROL BLANKET	0	SQ YD	-------	-------
SP-3	STRAW MULCH	0	AC	-------	-------
SP-4	SEEDING, MESIC PRAIRIE	0	AC	-------	-------
SP-5	SEEDING, WETLAND	0	AC	-------	-------
SP-6	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	3.67	AC	$576.00	$2,113.92
SP-7	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)	5.73	AC	$455.00	$2,607.15
SP-8	WEED CONTROL, TEASEL	3.67	AC	$200.00	$734.00
SP-9	WEED CONTROL, MANUAL REMOVAL	5.73	AC	$200.00	$1,146.00
SP-10	SELECTIVE CLEARING	0	AC	-------	-------
SP-11	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)	0	AC	-------	-------
SP-12	CONTROL BURN	9.4	AC	$125	$1,175.00
SP-13	MOWING	3.67	AC	$125	$458.75
SP-14	EROSION CONTROL MAINTENANCE	4.31	AC	$100	$431.00

Guaranteed from 1st year

2017 Total Bid Amount in Numbers: $ 8,665.82

Total Bid Amount in Writing: eight thousand six hundred sixty-five dollars and eighty two cents.

BID SCHEDULE

Braeburn Marsh: 5 Year Management & Maintenance

SUMMARY

YEAR		AMOUNT
1	2013	$ 24,791.17
2	2014	$ 12,903.20
3	2015	$ 13,381.33
4	2016	$ 12,903.20
5	2017	$ 8,665.82

Grand Total Bid Amount in Numbers: $ ~~47,853.55~~ $72,644.72 amp

Grand Total Bid Amount in Writing: forty-seven thousand eight hundred fifty-three dollars and fifty-five cents

BID CONDITIONS

It is expressly understood and agreed that the foregoing Total Bid amount is the basis for establishing the amount of the bid security on this bid for the **Braeburn Marsh: 5 Year Management & Maintenance.** The undersigned has carefully checked the above Bidding Schedule against the Specifications and other Contract Documents before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and in accordance with the Specifications and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to Contract as aforesaid and to give the Performance Security required by the General Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within five (5) calendar days after the date of the award of the Contract, and thereupon the proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The undersigned agrees to complete all work, as defined in the Contract Completion section of the Special Provisions. If the Contractor shall fail to complete the work within the contract time, or within any extension of time granted by the City, then the Contractor shall pay the Owner five hundred dollars ($500.00) for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

PROPOSAL SIGNATURE

1. **CORPORATION:**
The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the legal name of

Corporate Name: ENCAP, Inc.

Business Address: 1709 Afton Rd
Sycamore, IL 60178

Telephone Number: 815-899-1621

and the full name of its officers names are as follows:

President: Mark Southern

Secretary:

Treasurer:

Manager: Jonathan Koepke

The signator is authorized to sign construction proposals and Contracts for the company by action of its Board or Directors taken, a certified copy, which is available upon request.

Signed By: _____ **Date:** 3/14/13
Title: Vice President

Attest: N/A
Secretary

2. **PARTNERSHIP:**
The Bidder is a partnership consisting of individual partners whose full names and addresses are as follows:

Name: N/A

Address: N/A

Name: N/A

Address: N/A

Name: N/A

Address: N/A

The Partnership does business under the legal name of:

Firm Name: N/A

Business Address: N/A

N/A

Telephone Number: N/A

Signed By: N/A **Date:** N/A
Title: N/A

3. **INDIVIDUAL:**
The Bidder is an individual whose full name is:

Name: N/A

and if operating under a trade name, said trade name is as follows:

Trade Name: N/A

Business Address: N/A

N/A

Telephone Number: N/A

Signed By: N/A **Date:** N/A
Title: N/A

UNITED FIRE & CASUALTY COMPANY
118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700
(A Stock Company)

BID BOND

KNOW ALL BY THESE PRESENTS, that we
ENCAP, INC.

1709 AFTON RD, SYCAMORE, IL 60178

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Batavia, Office of the City Engineer

100 North Island Ave Batavia, IL 60510

as Obligee, hereinafter called the Obligee, in the sum of Five and 00/100 Percent of the Bid Amount Dollars ($5%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Braeburn Marsh; 5 year management & maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of March, 20 13.

ENCAP, INC.

By _____ (Seal)
(PRINCIPAL)

Vice President
(TITLE)

(WITNESS)

UNITED FIRE & CASUALTY COMPANY (Seal)
(SURETY)

By _____
(ATTORNEY-IN-FACT)

(WITNESS)

CONT 0001 0899

ACKNOWLEDGMENT OF SURETY

State of Illinois
ss.
County of DeKalb

On this 13th day of March, 2013.

personally appeared before me Kathy Plucker who being duly sworn did depose and say that she is the attorney-in-fact of the United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said Kathy Plucker acknowledged that she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Katherine Finn

Notary Public, Katherine Finn
County, DeKalb

My commission expires: 07/17/2014

"OFFICIAL SEAL"
KATHERINE FINN
Notary Public, State of Illinois
My Commission Expires 7/17/2014

BOND0005 1200

W0007852

UNITED FIRE & CASUALTY COMPANY
Home Office – Cedar Rapids, Iowa
Certified Copy of Power of Attorney
(Original on file at Home Office of Company – See Certification)

Bond # _____
City of Batavia, Office of the City Engineer
Obligee _____
100 North Island Ave
Batavia, IL 60510

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint

FRANK C. PARDRIDGE, JR., OR CURTIS L. PARDRIDGE, OR KATHY PLUCKER, OR LAWRENCE FORSBERG, ALL INDIVIDUALLY

of PO BOX 704, DEKALB, IL 60115

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: $5,000,000.00

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire July 12th, 2013 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

"Article V – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-n-Fact. "The President or any Vice president, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of March ,2013 .

UNITED FIRE & CASUALTY COMPANY
By Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On this 13th day of March ,2013 before me personally came Dennis Richmann to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Mary A. Jansen
Iowa Notarial Seal
Commission number 713273
My Commission Expires 10/26/2013

Mary A Jansen
Notary Public
My Commission expires October 26, 2013

CERTIFICATION

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 14th day of March ,2013 .

David A. Lange
Secretary

BPOA0041 102007

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

March 11, 2013

Re: Braeburn Marsh: 5-Year Management & Maintenance – Addendum #1

Dear Bidder:

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. The first page of this addendum must also be signed a faxed back to Andrea Podraza at 630-454-2775 by 4:00pm, Tuesday, March 12th in order for your bid to be accepted.

BIDDER NAME: ENCAP, INC.

CONTACT NAME: CARL PETERSON

ADDRESS: 1709 AFTON ROAD, SYCAMORE, IL

PHONE: 815. 899. 1621

FAX: 815. 899. 6821

EMAIL: cpeterson@ ~~COMCAST~~. encapinc.net

There have been a few inquiries regarding the bid specifications and plans for management and maintenance. This addendum is being issued for clarification.

- The bid should be completed with prevailing wage rates. The type of work being requested in the bid falls under the classification of maintenance which is now considered prevailing wage for public works projects since it is more than mowing. Certified payroll will be required to be submitted in order for payment.

- The narrow strip at the north end of site that starts around the intersection of Hamilton Way and Branson Drive and heads north and east towards Randall Road was where the haul road was located during construction. This area is being monitored to make sure that it returns to the natural condition it was prior to restoration work.

- The access point for the restoration and maintenance work shall be where it was during construction, near the intersection of Hamilton Way and Branson Drive. Please stay on Branson Drive as if it were extended through the intersection, that parcel is owned by the

City of Batavia and the lots to the south are maintained and owned by the Homeowners Association.

- The cattails are to be removed by herbicide and then by either cutting or removing the cattail with a spade or shovel. The areas that need to be cleared by spade or shovel are those areas that are contained within the channel of the McKee Road Tributary; the remaining areas may be trimmed with roots intact.

- There maybe a need for excavation in the channel to keep it clear of invasives and excess sediment deposits.

- The areas where seed is to be spread and covered with mulch and erosion control blanket needs to be completed as noted in the special provisions. If the measures are installed properly they should remain in place. There is always concern over weather (i.e. rain) and water level, these issues can be discussed and modified on an as needed basis in the field, but for the purposes of bidding should include both measures.

- The Guarantee and Maintenance of Work section of the bid documents states a guarantee of the work being free from defects for one year. As this is an ongoing contract, the City expects the contractor to be working towards reaching compliance so a Corps sign-off can be granted at the end of the maintenance period. Therefore the defect for one year doesn't fully apply as items can be addressed in the next season during the routine maintenance work.

- The Management and Monitoring Plan associated with the project was included in the bid documents as part of the special provisions. The documents were prepared by Wills Burke Kelsey.

- A copy of the ACOE permit was requested and has been attached for your use and reference.

If you have any additional questions, please contact Andrea Podraza at 630-454-2757 or email apodraza@cityofbatavia.net.

Sincerely,

Andrea M Podraza

Andrea M. Podraza, P.E., CFM
Civil Engineer

Cc: File – Braeburn Marsh

Enclosure: Army Corp of Engineer Permit (20 pages)

CITY OF BATAVIA

JEFFERY D. SCHIELKE
Mayor

March 13, 2013

Re: Braeburn Marsh: 5-Year Management & Maintenance – Addendum #2

Dear Bidder:

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. The first page of this addendum must also be signed and faxed back to Andrea Podraza at 630-454-2775 by 4:00pm, Thursday, March 14th in order for your bid to be accepted.

BIDDER NAME: ENCAP, Inc.

CONTACT NAME: Carl Peterson

ADDRESS: 1709 Afton Road, Sycamore IL 60178

PHONE: 815.899.1621

FAX: 815.899.6821

EMAIL: cpeterson@encapinc.net

There have been a few additional inquiries regarding the bid specifications and plans for management and maintenance. This addendum is being issued for clarification.

- With the previous addendum it stated "There maybe a need for excavation in the channel to keep it clear of invasives and excess sediment deposits." No separate line items will be added to the bid documents at this time. The specification for Weed Control (Manual Removal), as well as the herbicide, control burn, and selective clearing specs should be sufficient for keeping the channel clear of excess sediment deposits. If there arises a need for excavation during the maintenance years, it could be discussed as a change order instead of adding a bid line item now. Most likely there will not need to be excavation as long as the scheduled cattail control in the channel is adhered to.

- The line item for topsoil furnish and place (quantity of 939 sq yards) is in the contract for each year so there is available funds and a contract quantity and price in case of anticipated erosion and repairs that may be needed. Please provide a cost for the quantity given in the bid tab.

- Only the area contained within the hatch pattern limits are within the scope of this contract. The project boundary refers to the original construction limits and City property.

If you have any additional questions, please contact Andrea Podraza at 630-454-2757 or email apodraza@cityofbatavia.net.

Sincerely,

Andrea M Podraza

Andrea M. Podraza, P.E., CFM
Civil Engineer

Cc: File – Braeburn Marsh

CONTRACT

1. **THIS AGREEMENT**, made and concluded this _____ day of _____,2012 between the **City of Batavia** acting by and through **the City Council of the City of Batavia**, known as the party of the first part, and **Insert Contractor Name, Insert Contractors City, Illinois**, their executors, administrators, successors, or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal, attached hereto, to be made and performed by the part of the first part and, according to the terms expressed in the Contract Bond referring to these presents, the party of the second part agrees with said party of the first part, at their own proper cost and expense, to do all the work, furnish all materials, and all labor necessary to construct the **Braeburn Marsh: 5 Year Management & Maintenance** in accordance with the plans, specifications, and special provisions hereinafter described and in full compliance with all of the parts of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed to that the Contract Documents for the **Braeburn Marsh: 5 Year Management & Maintenance** attached hereto, constitute all essential documents of this contract and are a part thereof.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

For the Owner,
Party of the First Part **City of Batavia**

_____ By:_____
Attest: Heidi L. Wetzel, City Clerk Jeffery D. Schielke, Mayor
(Corporate Seal)

For the Contractor,
Party of the Second Part **Insert Contractor Name, Insert City, Illinois**

Printed Name:_____

Signature:_____
President, Party of Second Part

_____
Attest: Secretary

SAMPLE

STANDARD FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ a corporation organized under the laws of the State of _____ and licensed to do business in the State of Illinois, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of Batavia, State of Illinois, in the penal sum of _____Dollars ($_____), lawful money of the United States, well and truly to be paid unto said City of Batavia, Illinois for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with an Owner which is the City of Batavia, Illinois and acts through the City Council of the City of Batavia for the construction of the work designated **Braeburn Marsh: 5 Year Management & Maintenance,** which contract hereby is 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 damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, sub-contractor, 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 well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to the Contractor for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid Owner and its or the Owner's agents harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

SAMPLE

Approved this _____ day of

_____

A.D. 2013.

Batavia City Council
Governing Body of Owner

By: _____
Jeffery D. Schielke, Mayor

Attest:

For: _____

_____
Heidi Wetzel, City Clerk

Municipal or Corporate Seal

State of Illinois

SS.

County of Kane

IN WITNESS WHEREOF, we have

duly executed the foregoing obligation

this _____ day of _____,

A.D. 2013.

Corporate
Name:_____

By:_____
President

Attest:_____
Secretary

Surety_____
(Seal)

By:_____
Attorney in Fact (Seal)

By:_____
Attorney in Fact (Seal)

SAMPLE

PART 2

General Conditions of the Contract……..GC 1 - 15

GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT

1. **DEFINITIONS:**
The following terms as used in these contract documents are respectively defined as follows:

a. ***"Project":*** The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract.

b. **"Owner":** The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representatives.

c. ***"Contractor":*** The person, persons, firm or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract. Also the agents, employees, workmen, or assignees of said Contractor.

d. ***"Sub-Contractor":*** A person, firm or corporation other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project.

e. ***"Work":*** All work including materials, labor, supervision, use of tools necessary to complete the project in full compliance with the terms of the contract.

f. ***"Engineer":*** The person, persons or firm named in the Instructions to Bidders as having prepared the Contract Documents, or other Engineers appointed by the Owner for the supervision of construction of the project.

g. ***"Surety":*** The person, firm or corporation that has executed, as Surety, the Contractor's Performance Bond, securing the performance of the within contract.

h. ***"Contract":*** The term "Contract" shall be understood to mean the agreement covering the performance of the work covered by these specifications, including the Instructions to Bidders, Bid Proposal, Bid Conditions, Bid Schedule, Standard Form of Contract Bond, Performance Bond, these Specifications, supplemental agreements entered into, all general or special provisions pertaining to the work or materials therefore, and all matters and things mentioned in the form of the contract itself as constituting a part or parts thereof.

2. **HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY):**
The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall

apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise, provided, however, this indemnification shall not apply to any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).

Special Requirement: If the Bidder is an architectural firm or engineering firm, said Bidder shall, in addition to the insurance requirements set forth below, file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional Liability Insurance is requirements are in the amount of $1,000,000, plus $2,000,000 umbrella.

3. **CONTRACTOR'S INSURANCE:**.
The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Batavia as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

a. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, subject to the terms and conditions of the policy, plus $2,000,000 umbrella. A copy of the policy may be required.

b. **Automobile Liability** insurance, in an amount not less than $1,000,000 combined single limit, plus $2,000,000 umbrella. Said insurance is to be extended to cover hired and non-owned vehicles.

c. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of $2,000,000.

d. **Workers' Compensation** is to be provided as required by statute.

e. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VIII.

f. A certificate of insurance is required as evidence of coverage, with the City of Batavia named as an additional insured. The same full insurance coverage provided to the named insured, whether it is the Contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might

limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

4. **PROOF OF CARRYING INSURANCE:**
The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the representative insurance companies and filed with Owner. The Contractor shall submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without written notice of ten (10) days in advance to the Owner and consented to by the Owner.

The Contract shall name the City of Batavia as an additional insured on all insurance policies required under this contract. Unless waived by the City, work may not start under this project, until certificates of insurance naming the City as an additional insured have been provided to the City. Any delay in the beginning of work caused by failure to provide such certificates shall not be chargeable to the City of Batavia.

5. **DEFINITION OF NOTICE:**
Where in any section of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given;

a. ***As to the Owner***: When written notice shall be delivered to the Engineer of the Owner, or shall have been placed in the United States mails addressed to the Chief Executive Officer of the Owner at the place where the bids, or proposals for the contract were opened;

b. ***As to the Contractor:*** When a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mails addressed to the Contractor at the place stated in the papers prepared by the Contractor to accompany their proposal as the address of the Contractor's permanent place of business;

c. ***As to Surety:*** On the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety, and when two (2) copies of such notice shall have been filed with the Owner.

6. **INTENT OF CONTRACT DOCUMENTS:**

The sections of the Contract Documents and the contract plans are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor, water, fuel, tools, plant equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The Contractor shall execute any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

7. **PLANS AND SPECIFICATIONS:**

All work executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

Unless otherwise provided in the Special Conditions of the Contract, the Owner will furnish the Contractor, free of charge, three (3) copies of drawings and specifications. Additional copies will be furnished upon payment to the Engineer, at the Contractor's cost, for each set desired.

Figured dimensions on the plans shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer, and the Engineer's decision thereon shall be final. All notes on the plans shall be followed. The Engineer may make correction or errors, or omissions on the drawings or specifications when such correction is necessary for the proper execution of the work.

8. **PERMITS, SURVEYS AND COMPLIANCE WITH LAWS:**

The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work and/or required by Municipal, State and Federal regulations, and laws, unless otherwise specified in the Special Conditions of the Contract.

The Owner will furnish all site surveys, unless otherwise provided in the Special Conditions of the Contract.

The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. The contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the

provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, (which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein).

9. **OTHER CONTRACTS:**
The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully set the Contractor's own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor.

10. **SCHEDULE OF UNIT PRICES:**
Promptly following the execution of the Contract Documents, on Lump Sum Contracts, the Contractor shall prepare and transmit to the Owner an original and three (3) copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment and supplies to be incorporated into the project. This breakdown, when approved, will be used primarily in determining payment due to the Contractor on periodical estimates.

11. **SUB-CONTRACTORS:**
The Contractor shall notify the Owner in writing of the names of the Sub-Contractors proposed on the contract and shall not employ any Sub-Contractor that the Owner objects to as being incompetent or unfit.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of their Sub-Contractors and of anyone employed directly or indirectly by the Contractor of them and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Owner.

The Contractor agrees to bind every Sub-Contractor (any and every Sub-Contractor of a Sub-Contractor) by the terms of the General and Special Conditions of the Contract, Plan and Specifications as far as applicable to their work, unless specifically noted to the contrary in a Sub-Contract approved in writing as adequate by the Owner.

12. **ASSIGNMENT OF CONTRACT:**
No assignment by the Contractor by a principal and/or construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the written approval of the Owner, and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve the Contractor of the obligation incurred by the Contractor under the terms of this Contract. In

addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said contract in favor of all persons, firm or corporations rendering such services or supplying such materials."

13. **STAKING WORK:**
The Contractor shall provide field forces, equipment, and material to set all stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work.

Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract, nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the City Engineer and the acceptance of all or any part of it shall not relieve the Contractor of the Contractor's responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at the Contractor's expense when any are damaged, lost, displaced, or removed or otherwise obliterated.

14. **NOTICE TO START WORK:**
The Contractor shall notify the Engineer in writing forty-eight (48) hours before starting work at the site of this Contract. In case of temporary suspension of the work, the Contractor shall give a similar notice before resuming work.

15. **SUPERINTENDENT:**
The Contractor shall provide a personal superintendent to the work or have at the site of the work at all times, a competent, fluently English speaking foreman, superintendent or other representative satisfactory to the Owner and having authority to act for the Contractor.

Insofar as it is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

16. **MATERIALS AND WORKMANSHIP:**
Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose.

If not otherwise provided, work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers and the trade. The Contractor and the Surety shall guarantee all workmanship for a period of one (1) year from date of final acceptance.

Any workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

At any time during the course of construction of this project, when in the opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or the Contractor's employees, the Engineer shall have the right and authority to order all construction to cease, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

17. **USE OF JOB SITE:**
The Contractor shall confine their equipment, apparatus, the storage of materials and operations of the workmen to limits indicated by law, ordinance, permits or direction of the Owner and shall not encumber the premises with the Contractor's materials.

The Contractor shall not load or permit any part of the structure or work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner or Owner's authorized representative instructions regarding signs, advertisements, fires and smoke.

18. **USE OF PRIVATE LAND:**
The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without written authorization of the Owner (or the Owner's agent) of the land, a copy of which authorization shall be filed with the Owner.

19. **LABOR:**
The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work in this Contract. The Owner shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its Engineer or inspectors relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project.

20. **WAGE RATES:**
Prevailing minimum wage rates shall apply for this project. A copy of the current prevailing minimum wage is included in these documents.

The Contractor shall post, at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and will authorize deductions, if any, from unpaid wages actually earned.

The Owner shall decide claims and disputes pertaining to the classification of labor employed on the project under this Contract. Provided, that if the parties to the dispute so agree and if the Owner also agrees, the parties concerned may submit such claims and disputes to arbitration by mutually acceptable parties.

The Contractor and each of their Sub-Contractors shall pay each of their employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

21. **ACCIDENT PREVENTION:**
Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not contravention of applicable law.

The Contractor shall put up and maintain as many barriers as will effectively prevent accidents. During night hours, the Contractor shall put up and maintain sufficient lights and flares to warn and safeguard the public against accidents. The Contractor, in executing the work on this project, shall not unnecessarily impede or interfere with traffic on public highways or streets. The Owner shall be the sole judge as to what constitutes a hazard to traffic. The Contractor shall confer with and keep Police and Fire Departments of the Owner fully informed as to streets or alleys are to be closed to traffic for construction purposes.

22. **SANITARY CONVENIENCES:**
The Contractor shall provide and maintain on the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to approval of the State Health Department. Location of proposed facility shall be reviewed & approved by City at least one week prior to placement.

23. **ENGINEER:**
The Engineer for said Owner shall make all necessary explanations as to the meaning and intention of the plans and specifications, shall give all necessary orders

and directions, acting within the scope of the particular duties properly assigned to the Engineer by the Owner; shall also make all correction of errors or omissions in the plans and specifications when necessary for the proper fulfillment of the intention thereof; the effect of such correction to date from the time said Owner or Engineer gives due notice thereof to said Contractor.

24. **DECISIONS OF ENGINEER:**
The decision of the Engineer, acting within the scope of the duties reasonably assigned to the Engineer, will be final. The signing of the contract for construction shall be considered as the Contractor's agreement to accept the Engineer's decision as final in all such matters as may reasonable require engineering decisions, such as the quality of workmanship, the performance of equipment and of the fulfillment of the guarantee thereon.

25. **DIRECTION:**
The directions and orders given by the Owner, or its authorized representatives, shall be received by and obeyed by the Contractor, or in the Contractor's absence, the said order shall be received by the Contractor's foreman or person in charge of the work and shall be obeyed by same as if given to the Contractor. There shall be at all times a competent and responsible person available to represent the Contractor.

26. **INSPECTION:**
The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provided proper facilities for such access and for inspections.

The Owner shall have the right to reject workmanship, which is defective, or require their correction. If the Contractor does not correct such condemned work within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable to the Owner at any time before final acceptance of the entire work to make an examination of the work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to do so. If due to fault of the Contractor or the Sub-Contractor, the Contractor shall defray all the expense of such examination and of satisfactory reconstruction.

If; however, such work is found to meet the requirements of the contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus fifteen percent (15%), will be allowed the Contractor.

All labor performed, all tools, appliances and methods used shall be subject to the inspection and approval or rejection of the Owner.

If any authorized agent of the Owner shall point out to the Contractor, the Contractor’s

foreman or agent, any neglect or disregard to the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued. The right of final acceptance or rejection of the work; however, will not be waived by reason thereof nor by any other act of the Owner or its agents.

The Contractor shall execute the work only in the presence of the Engineer or inspectors during the working hours of the day unless provision has been made for work on other shifts. The presence of the Engineer or inspector shall in no way relieve the Contractor of the responsibility of the Contractor's contract, or by any warrant for the furnishing of poor workmanship.

The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of the Contractor's contract obligations.

27. **PROTECTION OF WORK:**
The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by the Contractor's operations, in the performance of this Contract, and the Contractor shall defend any suit that may be brought against the Contractor or the Owner on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.

28. **OBSTRUCTION AND RESUMING TRAVEL:**
Travel upon the streets, or upon any intersecting street or alley shall not be hindered or inconvenienced needlessly; nor shall any portion of the roadway or street be opened up, nor shall the same be wholly obstructed without the direction of the Owner, in which latter case, the Contractor shall cause plain and properly worded signs announcing the fact, to be placed, with proper barricades, at the nearest cross streets upon each side of such obstructed portion and upon intersecting streets where travel can pass around the same in the shortest and easiest way. Travel may be resumed at the direction of the proper officers of the Owner upon any part or portion of the street where the work has been completed, whenever, in their opinion, public necessity or convenience may require, and the condition of improvement warrants it. Notice shall be given to the **Fire and Police Departments** of streets open or barricaded for construction purposes at least twenty-four (24) hours before construction is begun.

29. **COST OF SERVICES:**
The cost of all water power, lighting, heating and other services required during construction shall be paid for by the Contractor and its cost merged in the contract price.

30. **PAYMENTS:**

The Contractor shall prepare and submit to the Owner a detailed estimate of the work performed. Such estimate is to be used after approval as a basis for periodical and final payment.

The Owner will make partial payments to the Contractor on the basis of a duly certified approved estimate of the work performed by the Contractor during the preceding time period. The Owner will retain ten percent (10%) of the amount due to each such periodical estimate until final completion and acceptance by the Owner of all work included in the Contract.

Upon presentation of certified copies of receipted bills, freight bills, and waivers of lien, the Owner at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Such material when so paid for by the Owner becomes the property of the Owner and, in case of default on the part of the Contractor; the Owner may use or cause to be used by others these materials in construction of the project.

Final payment of the ten percent (10%) retained by the Owner on the monthly periodical estimates and on the final estimate will be paid to the Contractor not later than sixty (60) days after acceptance by the Owner of the work on this Contract, subject to the provisions of the following paragraph.

31. **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:**

The Owner may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

a. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
b. For defective work not remedied.
c. For failure of the Contractor to make proper payments to their Sub-Contractor.
d. Reasonable doubt that the contract can be completed for the balance then unpaid.
e. Evidence cost of field engineering and inspection.

The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld, pursuant to this paragraph, to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the Contractor until it is satisfied that all Sub-Contractors, material suppliers and employees of the Contract have been paid in full.

32. **DEDUCTIONS FOR UNCORRECTED WORK:**
If the Owner deems it expedient to accept defective work or work not done in accordance with the contract, the Owner will make an equitable adjustment with a proper deduction from the contract price for unsatisfactory work.

33. **CHARGES-PAYMENTS:**
The Owner, may issue written authorization for changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any in the amount to be paid to the Contractor by reason of any such change, shall be determined by one (1) or more of the following methods:

a. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
b. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract;
c. By an acceptable lump sum proposal from the Contractor;
d. On a cost-plus-limited basis not to exceed a specific limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance); provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance.

No claim for an additional work to the contract sum shall be valid unless prior written authorized has been issued by the Owner.

Inspectors are not authorized at act for the Owner in giving orders for the Owner, for extra or additional work either in writing or verbally.

34. **CUTTING AND PATCHING:**
The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the plans and specifications for the completed project.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging, or otherwise shall not cut or alter the work of any other contract without the consent of the Owner or the Owner's authorized representative.

35. **GUARANTEE AND MAINTENANCE OF WORK:**
The Contractor shall guarantee the work to be free from defects of any nature for a period of one (1) year from and after the final acceptance and payment for the work by the Owner. The Contractor shall maintain said work and shall make all needed repairs, reconditioning and replacements during this one (1) year period which, in the judgment of the Owner, may be necessary to insure the delivery of the work to the Owner at the expiration of the guarantee period in first class condition and in full conformity with the plans and specifications thereof. The time that the work is in need of repair, reconditioning or replacements to attain full conformity with the plans and specifications shall not be included in the one (1) year guarantees included in this Contract but shall be in addition thereto. Production and performance guarantees included in this Contract shall be in effect for the one (1) year period above specified unless otherwise provided for in the specifications for the item under consideration.

36. **TERMINATION FOR BREACH/DISATISFACTION:**
In the event that any of the provisions of this Contract are violated by the Contractor or any of their Sub-Contractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such contract and unless within ten (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance whereon within thirty (30) days from the date of mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the amount and at the expense of the Contractor and the Contractor and the Contractor's Surety shall be liable to the Owner for any excess cost thereby occasioned by the Owner. If the City is dissatisfied with the services performed, for whatever reason, the City shall have the right to terminate the Contract at any time after the initial one (1) year anniversary following acceptance of the proposal upon thirty (30) days written notice. If the City terminates the Contract for dissatisfaction, the City shall pay for the services provided through the 30-day termination date, at which time the Contract shall be considered terminated and of no further force and effect.

37. **CORRECTION OF WORK AFTER FINAL PAYMENT:**
Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty workmanship as otherwise provided in this contract and the Owner shall have all rights and remedies available to it in law and equity.

38. **OWNER'S RIGHT TO DO WORK:**
If the Contractor shall neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor and the Contractor's Surety, may, without prejudice to any other remedy

he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

39. **FINAL TESTS:**
After completion of the work, the Contractor shall make any and all tests required by Municipal or State regulations and, where so provided in said regulations, shall furnish the Owner with certificates of inspection by the Municipal or State regulation bodies. The Contractor shall also make all test required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public.

40. **CLEANING UP AND FINAL INSPECTION:**
The Contractor shall at all times keep the site of the work free from accumulations of waste material or rubbish caused by their employees or work and at the completion of the work the Contractor shall remove all their rubbish from the above the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors if more than one (1) is employed on the project in proportion to the amount as shall be determined to be just. The Contractor and Sub-contractors shall not dispose of any waste material or rubbish in an open utility trench or a utility trench that is being backfilled.

On or before completion of the work, the Contractor shall, without charge, tear down and remove all buildings and other structures built by the Contractor for facilitation of the execution of the work, and shall remove all rubbish of all kinds from the grounds, which the Contractor has occupied, and shall leave the work clean and in good condition.

All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work, or any part thereof, approached completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish, at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. The Contractor, at their expense, shall promptly correct any undue leakage of water into the structures that would, in the sole opinion of the Engineer, render the work to be less than first class quality Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning and repairing, as such is needed, will be given by the Engineer, who at the same time may make a final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

41. **MEASUREMENT OF WORK:**
If the proposal for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the

corresponding number given in the proposal sheet or plan, but no variation will be made in the contract unit prices on that account. No extra or customary measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

42. **FINAL ACCEPTANCE OF THE WORK:**
The Contract shall be deemed as having been finally accepted by the Owner, acting through its Engineer, upon final inspection and written notice by the Engineer. Use of part of the improvement by the Owner before completion of the entire project is not to be construed by the Contractor as an acceptance by the Owner of that part so used.

43. **FAILURE TO COMPLETE THE WORK ON TIME (LIQUIDATED DAMAGES):**
Should the Contractor fail to complete the work within the contract time, the Contractor shall be liable to the Owner in the amount of five hundred dollars ($500.00) a day as liquidated damages, for each day of over run in the contract time.

PART 3

Standard Specifications…….…….. SS 1 - 1

Special Provisions…….…….. SS 1 - 25

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS APPLICABLE TO THIS WORK AND CONTRACT:

1. The City Code of Batavia, Illinois.

2. "Standard Specifications for Water and Sewer Main Construction in Illinois", (SSWSMC), latest edition.

3. "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, (SSRBC), latest edition.

4. "Supplemental Specifications and Recurring Special Provisions", Illinois Department of Transportation, latest edition.

5. “Manual on Uniform Traffic Control Devices”, (MUTCD), latest edition.

6. The attached Illinois Department of Transportation traffic control and protection standards.

In the event of conflict between specifications, the more stringent requirements shall apply. Notify the City Engineer of any conflicts between specifications discovered prior to proceeding with work covered by conflicting specifications. The City Engineer will resolve all conflicts.

Copies of said Standard Specifications are included on the plans and are on file with the City Engineering Department for inspection.

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" (Standard Specifications), adopted January 1, 2012 and the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2012. These Special Provisions included herein apply to and govern the proposed improvement designated as the BRAEBURN MARSH MANAGEMENT PLAN and in case of conflict with any part or parts of said specifications; said Special Provisions shall take precedent and shall govern.

In case of conflict between any article of Section 100 of the Standard Specifications and the General Conditions and Instructions to Bidders in these documents, these Special Provisions shall prevail.

LOCATION OF IMPROVEMENT

This project is located at the McKee Road Tributary of Mill Creek, aka Braeburn West: in the City of Batavia, Illinois. See location map for specific locations and limits.

DESCRIPTION OF PROJECT

This management and maintenance project consists of applying for necessary permits for open burn and herbicide application. The project also includes performing a controlled burn, erosion control repair, selective clearing and weed control both by herbicide and manually, mowing, and supplemental seeding. All work necessary to complete the project as shown on the plans and described herein.

DEFINITION OF TERMS

City: The City of Batavia and its agents and/or representatives.

Engineer: The City of Batavia Engineer or Engineer employed by the City of Batavia or authorized representatives.

Contractor: The individual, firm, partnership, joint venture, or corporation contracting with the City of Batavia for performance of the prescribed work.

All definitions stated in Section 101 of the Standard Specifications shall apply to this contract. When referring to the "Department" or "State" in all IDOT Specifications and Special Provisions, the Contractor should be aware this means the City of Batavia and its agents and/or representatives.

BID SUBMITTAL REQUIREMENTS

The following documents must be included with the submitted bid:

a. Contract Cover
b. Invitation to Bid
c. Bid Proposal
d. Bid Schedule
e. Proposal Signature
f. Standard Form of Performance Bond
g. BC 57 – IDOT Affidavit of Availability
h. CCDD – Source Location Information Forms

COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985
Revised: January 1, 2013

Revise Article 108.05 (b) of the Standard Specifications as follows:

> "When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, September 15 of each year from 2013-2017.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985
Revised: January 1, 2013

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of $500.00, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

CONSTRUCTION SCHEDULE

At the preconstruction conference, the Contractor shall meet with the City and the Engineer and present, in writing, a detailed construction schedule. Said schedule shall contain such information as the Engineer deems necessary, including sequencing the starting and completing construction operations, location of off-site disposal areas, access routes to be used and location of equipment and material storage sites. Once approved, the Contractor must adhere to the schedule so that field markings of all items of work may proceed in advance of actual construction.

The Contractor shall confirm with the Engineer the scheduled commencement of each construction activity **at least four days in advance** to allow for proper notification of residents and motorists. The principle activities requiring public notification are commencement of controlled burns and pesticide application.

It is anticipated that the contracts for this work will be approved at the April 1st City Council Meeting.

MATERIAL STORAGE

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with his work or one week after completing his work. Only on-site locations discussed and approved by the City fitted with proper erosion control measures may be used for any material storage. Any required pavement repair and parkway restoration, due to the damage because of materials storage, shall be borne by the Contractor and be considered included in the cost of the contract.

CONSTRUCTION NOISE RESTRICTIONS:

In order to minimize the effect of construction noise on the area surrounding the improvement the Contractor and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.

Construction operations shall be confined to the daylight hours between 7:00 AM and 7:00 PM, Monday through Saturday. No work of any kind shall be done on Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to

maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting or to construction of an emergency nature. If the Contractor requires additional time to complete a portion of work on a given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive the approval of the Engineer.

SEQUENCE OF OPERATIONS

The Contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with City Officials, Fire and Police Departments in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconveniences to the public.
The proposed work sequence follows:

Table 1: Management Schedule 2013-2017

Maintenance Activity	**Year/ Month**				
	2013	**2014**	**2015**	**2016**	**2017**
	West	**West**	**West**	**West**	**West**
Open Burn Permit Application	Jan	Nov/ Dec	-	Nov/ Dec	-
NPDES Pesticide Permit Application	June	May	May	May	May
Erosion Control Repair	July	June	June	June	June
Controlled Burn	Mar/ Apr	-	Mar/ Apr	-	Mar/ Apr
Selective Clearing & Weed Control, Woody Herbicide	-	-	-	-	-
Mowing	Mar	-	July	-	July
Weed Control, Upland & Wetland & Teasel Herbicide	July	June	June	June	June
Supplemental Seeding	July	June	-	June	-
Weed Control, Manual Removal	Aug	Aug	Aug	Aug	Aug
Bi-annual Monitoring	July/ Sept	June/ Sept	June/ Sept	June/ Sept	June/ Sept

2013 WORK PLAN

January:

1. Apply for an Open Burn Permit from the Illinois Environmental Protection Agency (IEPA).

April:

2. Perform a controlled burn per the specifications in the areas designated on the plans. Local fire protection district, police department, and adjacent residents and businesses need to be notified prior to conducting the control burn.

June:

3. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

July:

4. Repair erosion around wing-wall culvert on the east side of the road crossing by filling with topsoil, seeding with the Mesic Prairie mix per the specifications, and covering with erosion control blanket.
5. Repair rills along the north side of the channel by filling with topsoil, seeding with the Mesic Prairie mix in the upland areas and Wetland mix in the wetland areas per plan, and covering with erosion control blanket.
6. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
7. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual (Upland) and Weed Control, Teasel specification.
8. At least two weeks after herbiciding operations, seed bare and herbicided areas with the Wetland mix in wetland areas and the Mesic Prairie mix in upland areas as designated on the plans and in the specifications. Cover seeded areas with straw mulch and erosion control blanket immediately following seeding operations according to the plans and specifications.
9. Summer monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

August:

10. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

11. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

2014 WORK PLAN

May:

1. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

2. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
3. Repair any erosion control deficiencies.
4. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
5. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual (Upland) and Weed Control, Teasel specification.
6. At least two weeks after herbiciding operations, seed bare and herbicided areas with the Wetland mix in wetland areas and the Mesic Prairie mix in upland areas as designated on the plans and in the specifications. Cover seeded areas with straw mulch and erosion control blanket immediately following seeding operations according to the plans and specifications.

August:

7. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

8. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

November/ December:

9. Apply for an Open Burn Permit from the Illinois Environmental Protection Agency (IEPA).

2015 WORK PLAN

March/ April:

1. Perform a controlled burn per the specifications in the areas designated on the plans. Local fire protection district, police department, and adjacent residents and businesses need to be notified prior to conducting the control burn.

May:

2. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

3. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
4. Repair any erosion control deficiencies.

5. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
6. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual (Upland) and Weed Control, Teasel specification.

July:

7. Perform a high-mow on the slopes and edges of the channel to control invasive species according to the Mowing specification.

August:

8. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

9. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

2016 WORK PLAN

May:

1. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

2. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
3. Repair any erosion control deficiencies.
4. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
5. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual and Weed Control, Teasel specification.
6. At least two weeks after herbiciding operations, seed bare and herbicided areas with the Wetland mix in wetland areas and the Mesic Prairie mix in upland areas as designated on the plans and in the specifications. Cover seeded areas with straw mulch and erosion control blanket immediately following seeding operations according to the plans and specifications.

August:

7. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

8. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

November/ December:

9. Apply for an Open Burn Permit from the Illinois Environmental Protection Agency (IEPA).

2017 WORK PLAN

March/ April:

1. Perform a controlled burn per the specifications in the areas designated on the plans. Local fire protection district, police department, and adjacent residents and businesses need to be notified prior to conducting the control burn.

May:

2. Obtain a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA).

June:

3. Spring monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.
4. Repair any erosion control deficiencies.
5. Herbicide Cattails, Reed Canary Grass, and Common Reed with an aquatic-approved herbicide in the areas designated on the plans and according to the Weed Control, Non-Selective and Non-Residual (Wetland) specification.
6. Herbicide upland areas for Clover and Teasel along the channel and throughout the project area per the plans and Weed Control, Non-Selective and Non-Residual and Weed Control, Teasel specification.

July:

7. Perform a high-mow on the slopes and edges of the channel to control invasive species according to the Mowing specification.

August:

8. Manually cut and remove cattails as designated on the plan and in the Weed Control, Manual Removal specification.

September:

9. Fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues.

APPROVAL OF SUBCONTRACTORS

The Contractor shall provide a list of the intended source of materials and the intended Subcontractor to be used for the project. The City of Batavia shall approve all subcontractors to be used on the project and reserves the right to reject the use of any subcontractor due to past performance or the apparent inability to perform the item of the work required of him.

ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS

The City of Batavia has limited amount of funds available to complete this project. Therefore, the Contractor is herein notified that the City of Batavia reserves the right to reduce and/or omit any items as set forth in the Schedule of Prices section of these Contract Documents.

The City of Batavia reserves the right to alter the plans, or shorten the improvement, add or delete such work as may be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes, including the deduction or cancellation of any 1 or more of the Unit Price items, or cancellation of the Contract.

WAGE RATES

Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website http://www.state.il.us/agency/idol/. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

CONTRACTOR PAYOUTS – REQUIRED SUBMITTALS

Contractor payout requests shall be submitted no more than one time per month, and are required to go through a scheduled City Council Meeting to authorize payment. Change Orders, which would cause the Contract to go above Original Contract Amount, will go through scheduled Committee and Council Meetings for approval.

Payment Process:

1. Quantity approval requirements:
    a. Quantities will be calculated and submitted and reviewed/approved by the engineer prior to submitting any invoices. Clearly identify the pay item and quantities used.

2. Invoice submittal requirements:
    a. General invoice for entire project after approval of above.
    b. Lien Waivers from General Contractor and Subcontractors receiving payments. General Contractor Lien Waiver is required to submit invoice and sub-contractor waivers are preferred at this time as well, but if needed they may be submitted prior to release of check.

3. Payment release requirements:
    a. Lien Waivers from General Contractor and any Subcontractors receiving payments from subject payout.
    b. Copies of Certified Payroll for period when work was completed.
    c. Sworn Statement from General Contractor.

CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD)

The Contractor is to be aware of and comply with CCDD requirements. The City of Batavia has included IEPA form LPC-662 with the contract documents. It is our understanding that CCDD sites are accepting the 662 forms for spoil created in presumeablely uncontaminated soils. All proposed soil spoil material in this contract will be generated in a streambank and wetland/marsh area. The contractor shall make sure that the CCDD site being utilized will accept the material based on the LPC-662 form and the fact that they are in streambank and wetland/marsh areas. If the CCDD site being selected by the Contractor will not accept it, the Contractor will be responsible for the requirements necessary for the completion of the LPC-663 forms.

RESIDENT NOTIFICATIONS

The Contractor shall be responsible for delivery of notification letters (supplied by the City) to all residents of Peebles Court, Haines Drive, Haines Court, Thorsen Lane & Holbrook Lane in the Millpond & Braeburn Subdivisions affected by the maintenance (controlled burn) at least 24 hours, but not more than 72 hours, prior to commencement of work.

The Contractor shall be responsible for posting suitable advance notice on scheduled to be closed streets during working hours at least 24 hours, but not more than 48 hours, prior to commencement of work. “No Parking” signs displaying construction times shall be placed on roadways 48 hours prior to placement of utility materials. All such notices shall be removed by the Contractor immediately upon the completion of work. This work shall be incidental to the cost of the contract.

USE OF FIRE HYDRANTS

The Contractor shall contact the City of Batavia Water Division to obtain a water meter and for permission to use water from existing fire hydrants. The Water Division reserves the right to restrict which fire hydrant(s) may be used. The Contractor shall use special care in opening and closing of fire hydrants following Water Division guidelines. Repairs caused by failure to comply with proper operating guidelines will result in the sole responsibility of the Contractor.

CONTRACTOR MOBILIZATION

"This Contract contains no provisions for Contractor Mobilization"; Mobilization is considered included in the cost of this contract.

DUST CONTROL

Dust control shall be considered included in the cost of the contract.

CONSTRUCTION DEBRIS

Effective October 18, 1999

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

"The contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil; the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

SP-1 TOPSOIL FURNISH AND PLACE, 6 INCHES

DESCRIPTION: It is anticipated that additional topsoil will be required for maintenance operations including seeding and filling areas of erosion. Locations for topsoil placement will be at the direction of the City. Providing and placing topsoil will be in accordance with Sections 211 and 1081 of the Standard Specifications.

METHOD OF MEASUREMENT: A depth of 6-inches of topsoil shall be placed in all areas requiring restoration and seeding.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 6 INCHES.

SP-2 EROSION CONTROL BLANKET

DESCRIPTION: This work shall be in accordance with applicable portions of Section 251 of the Standard Specifications for Road and Bridge Construction, except as modified herein or on the plans.

Erosion control blanket shall be installed in all seeded areas as shown in the plans. The erosion control blanket shall be "North American Green S75BN" as manufactured by North American Green, Inc. or an approved equal. The blanket shall be placed within 24 hours after seeding operations have been completed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of all rocks or clods over 1.5" in diameter, and all sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. The blanket shall be placed perpendicular to the slope. The top of the blanket shall be toed into the top of slope in a 6" deep trench and backfilled. Staples shall be placed at a rate of 3.5 staples per square yard. The blanket shall overlap between 3" and 4" with adjacent blanket. Staples in organic soils shall be a "North American Green a 12-inch ECO-Stake" as manufactured by North American Green, Inc. or an approved equal to ensure adequate anchorage in the organic soils.

METHOD OF MEASUREMENT: This work shall be measured in place per square yards of actual surface area covered.

BASIS OF PAYMENT: The price shall include all necessary labor, material and equipment needed to install the work described herein and as specified on the plans. This work shall be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET.

SP-3 STRAW MULCH

DESCRIPTION: This work shall consist of furnishing, transporting, and placing mulch over seeded areas. The Contractor shall hand or machine-apply straw mulch at a rate of 2 ton/acre. The mulch shall be loose enough to permit air to circulate, but compact enough to reduce erosion. If baled mulch material is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material. Straw mulch shall be manually or mechanically crimped to soil. This work shall be completed within 24 hours of seeding operations.

Within 24 hours from the time seeding has been performed, the seeded area shall be given a covering of mulch as designated by method 2. On slopes, mulch shall be applied the same day as seeded. Mulch shall be applied uniformly at the rate specified.

(A) Method 2. Method 2 shall consist of placing and stabilizing straw at the rate of 2 ton/acre over seeded areas. All requirements of Method 1 must be met, plus the mulch

shall be thoroughly stabilized. The Contractor has the option of any of the following procedures for stabilizing the straw:

(1)Procedure 1 shall consist of anchoring the straw into the soil by means of a mechanical stabilizer with dull blades or disks. These blades or disks shall be without camber, approximately 20 in. in diameter, notches spaced at approximately 8 in. intervals and equipped with scrapers. The stabilizer shall measure approximately 1000 lb, have a working width not exceeding 72 inches, and shall be equipped with a ballast compartment, so that when directed, weight can be increased.

(2) Procedure 2 shall consist of stabilizing the straw with an approved mulch blower followed immediately by an overspray application of hydraulic mulch. The hydraulic mulch shall be applied as a slurry of 750 lb of mulch and 1000 gal of water per acre by an approved hydraulic mulch applicator. The hydraulic mulch slurry shall be agitated a minimum of five minutes before application and shall be agitated during application.

Following the mulching operation, foot and vehicular traffic, or the movement of equipment over the mulched area shall be prohibited. At any location where mulching has been displaced by any contractor's equipment or personnel, the seeding and mulch or other work damaged as a result of that displacement shall be repaired or replaced immediately.

METHOD OF MEASUREMENT: This work shall be measured for payment in place in acres required to cover the disturbed area.

BASIS OF PAYMENT: This work shall be paid for at the contract unit price per acre for STRAW MULCH. The price shall include all necessary labor, material and equipment needed to install the work described herein.

SP-4 SUPPLEMENTAL SEEDING, MESIC PRAIRIE

DESCRIPTION: All work, materials and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

GENERAL REQUIREMENTS: The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 100 miles from the site. Fertilizer is not required.

LB PLS per Acre	Scientific Name	Common Name	C-Value	Ind. Status
2.000	*Andropogon gerardii*	big bluestem	5	FAC-
0.500	*Andropogon scoparius*	little bluestem	5	FACU-
0.063	*Aster novae-angliae*	New England aster	4	FACW
1.000	*Elymus canadensis*	Canada wild rye	4	FAC-

0.062	*Monarda fistulosa*	bergamot	4	FACU
0.250	*Panicum virgatum*	switch grass	5	FAC+
0.062	*Pycnanthemum virginianum*	common mountain mint	5	FACW+
0.125	*Ratibida pinnata*	yellow coneflower	4	UPL
0.188	*Silphium laciniatum*	compass plant	5	UPL
0.188	*Silphium terebinthinaceum*	prairie dock	5	FACU
0.063	*Solidago rigida*	stiff goldenrod	4	FACW-
1.500	*Sorghastrum nutans*	Indian grass	5	FACU+
6.000	**Total Weight of Seeds (LB PLS)**			
Cover Crop:				
3.000	*Lolium multiflorum*	annual rye	0	UPL
32.000	*Avena sativa*	oats	0	UPL

Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per acre for SUPPLEMENTAL SEEDING, MESIC PRAIRIE.

SP-5 SUPPLEMENTAL SEEDING, WETLAND

DESCRIPTION: All work, materials and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

GENERAL REQUIREMENTS: The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 100 miles from the site. Fertilizer is not required.

LB PLS per Acre	Scientific Name	Common Name	C-Value	Ind. Status
2.000	*Agrostis alba palustris*	bent grass	10	OBL
0.063	*Asclepias incarnata*	swamp milkweed	4	OBL
0.250	*Aster novae-angliae*	New England Aster	4	FACW
0.063	*Bidens sp.*	tickseed		
0.125	*Carex bebbii*	Bebb's sedge	6	OBL
0.125	*Carex stipata*	awl fruited sedge	3	OBL
0.125	*Carex vulpinoidea*	fox sedge	2	OBL
0.125	*Cyperus sp.*	flat sedge sp.		
0.063	*Eleocharis sp.*	spike rush		
0.125	*Eupatorium maculatum*	spotted joe pye weed	4	OBL
0.500	*Glyceria striata*	fowl manna grass	4	FACW+
0.125	*Helenium autumnale*	sneezeweed	5	FACW+
0.063	*Juncus torreyi*	Torrey's rush	4	FACW

1.500	*Leersia oryzoides*	rice cut grass	4	OBL
0.125	*Silphium perfoliatum*	cup plant	5	FACW-
1.000	*Spartina pectinata*	cord grass	4	FACW+
6.500	**Total Weight of Seeds (LB PLS)**			
Cover Crop:				
3.000	*Agrostis alba*	red top grass	0	FACW
32.000	*Avena sativa*	oats	0	UPL

Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

BASIS OF PAYMENT: This work will be measured and paid for at the contract unit price per acre for SUPPLEMENTAL SEEDING, WETLAND.

SP-6 WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND)

DESCRIPTION: This work shall consist of the application of a non-selective and non-residual herbicide (Rodeo or equal) to kill all existing vegetation at designated areas along highway roadsides or upland areas.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The non-selective and non-residual herbicide (Rodeo or approved equal) shall have the following formulation:

Active Ingredient	
*Glyphosate, N- (phosphonomethyl) glycine, in the form of its isopropylamine salt	53.80%
Inert Ingredients (including surfactant)	46.20%

TOTAL 100.00%

*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient Glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

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

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

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

SCHEDULE: Spraying will not be allowed when temperatures exceed 90º F or under 60º F, when wind velocities exceed fifteen (15) miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The non-selective and non-residual herbicide shall be applied at the rate of one (1) gallon per acre. One (1) gallon of formulation shall be diluted with a minimum of fifty-five (55) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND) will be measured for payment per acre application.

BASIS OF PAYMENT: Weed Control, Non-Selective and Non-residual will be paid for at the contract unit price per acre application of WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (UPLAND). Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for Weed Control, Non-selective and Non-residual and no additional compensation will be allowed.

SP-7 WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND)

DESCRIPTION: This work shall consist of the application of herbicide (Habitat or equal) for weed control in wet areas. Applications may only be made for the control of undesirable vegetation in and around standing and flowing water. Equal formulation must be approved to use in or near water.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The herbicide (Habitat or equal) shall have the following formulation:

Active Ingredient:	
Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-Pyridinecarboxylic acid)*	28.7%
Inert Ingredients:	71.3%
Total	100.0%

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

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

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

SCHEDULE: Spraying will not be allowed when the temperatures exceed 90° F or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The Habitat or equal herbicide shall be applied at the rate of 6 pints per acre. Habitat or equal formulation shall be diluted with a minimum of one-hundred (100) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND) will be measured for payment per acre application.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre application of WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND). Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND), and no additional compensation will be allowed.

SP-8 WEED CONTROL, TEASEL

DESCRIPTION: This work shall consist of the application of a broadleaf herbicide (Transline or equivalent) along highway roadsides for control of teasel and thistle. Locations for herbicide will be within upland areas as designated on the plans.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The broadleaf herbicide (Transline or equal) shall have the following formulation:

Active Ingredient:
Clopyralid: 3, 6-dichloro-2-pyridinecarboxylic acid,

monoethanolamine salt	40.9%
Inert Ingredients:	59.1%
	Total - 100%

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

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

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

SCHEDULE: Spraying will not be allowed when the temperatures exceed 90° F or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The Transline or equal broadleaf herbicide shall be applied at the rate of one (1) ounce per acre. One (1) gallon of Transline or equal formulation shall be diluted with a minimum of forty (40) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, TEASEL will be measured for payment per acre of application.

BASIS OF PAYMENT: WEED CONTROL, TEASEL will be paid for at the contract unit price per acre of application of WEED CONTROL, TEASEL. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, TEASEL, and no additional compensation will be allowed.

SP-9 WEED CONTROL, MANUAL REMOVAL

DESCRIPTION: This work will consist of performing hand and manual-tool (shovel, spade, etc.) removal and disposal of Cattails (*Typha sp*.) at locations within the existing channel. This

work will be performed in a wetland environment and dewatering of the work area is not required for removal.

BASIS OF PAYMENT: This work shall be measured and paid for at the contract unit price per acre of WEED CONTROL, MANUAL REMOVAL. The price shall include all necessary labor, materials, and equipment necessary to performed the work as described herein.

SP-10 SELECTIVE CLEARING

Description: This work shall consist of removal of shrubs, brush, debris, and invasive tree species up to six inches in diameter and herbiciding the stumps of woody vegetation. Invasive tree species include Sandbar Willow (*Salix interior*), Common Buckthorn (*Rhamnus cathartica),* and Box-Edler (*Acer negundo*). Locations for selective clearing are designated on the plans. This work will be completed prior to the start of weed control applications.

General Requirements: The undesirable trees and brush shall be cut flush with the ground and all stubs shall be treated with a re-sprout herbicide with a blue colorant to prevent re-growth from the stumps. Herbicide application shall be according to the WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY) specification. All cleared areas shall be smoothed and finished uniformly to the satisfaction of the ENGINEER with equipment approved by the ENGINEER.

Measurement: SELECTIVE CLEARING will be measured for payment in units of acres. Payment for SELECTIVE CLEARING shall include the cost of all debris removal, trimming, smoothing, finishing, labor, materials, tools, and equipment required to complete the work as specified herein and to the satisfaction of the ENGINEER. Areas not meeting the satisfaction of the ENGINEER shall not need measured for payment.

Payment: This work will be paid for at the contract unit price in acres of SELECTIVE CLEARING.

SP-11 WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY)

DESCRIPTION: This work shall consist of the application of herbicide (Garlon 3A or equal) for control of woody re-sprouts. Applications may only be made for the control of undesirable vegetation on dry ground. Equal formulation must be approved to use in or near water.

Treat SELECTIVE CLEARING cut-stumps immediately after cutting with a water-based herbicide application (Garlon 3A specialty herbicide or approved equal). If more than one hour elapses after cutting, switch to an oil-based herbicide application (Pathfinder II specialty herbicide or approved equal). Herbicide shall be applied per manufacturer's instructions by a Licensed Pesticide Applicator.

PERMIT: This work will also include obtaining a General NPDES Permit for Pesticide Application Point Source Discharges from the Illinois Environmental Protection Agency (IEPA) Division of Water Pollution Control. The Contractor shall also be responsible for any and all reporting requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of weed control. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue
P.O. Box 19276
Springfield, IL 62794-9276

MATERIALS: The herbicide (Garlon 3A or equal) shall have the following formulation:

Active Ingredient:	
Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetuc acid, Triethylamine salt	44.4%
Inert Ingredients:	55.6%
Total	100.0%

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

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

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

SCHEDULE: Spraying will not be allowed when the temperatures exceed 90° F or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

APPLICATION RATE: The herbicide shall be applied at the rate of 5 pints per acre. Garlon 3A or equal formulation shall be diluted with a minimum of one-hundred (100) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

METHOD OF MEASUREMENT: WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY) will be measured for payment per acre application.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre application of WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY). Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WOODY), and no additional compensation will be allowed.

SP-12 CONTROL BURN

DESCRIPTION: This work will consist of performing a control burn for ecological management including all gasoline, watering, weed whipping, raking, mowing and all work described. The areas burned will consist of open areas of existing vegetation for the control of invasive species including Cattail (*Typha sp.*), Common Reed (*Phragmites australis*), and Reed Canary Grass (*Phalaris arundinacea*). The Contractor will be responsible for obtaining all required permits and authorizations prior to the commencement of burning.

SCHEDULE: This work shall be completed in the spring during the months of March or April or in the fall during the months of October or November. This work will be performed following weed control, weather permitting, on an as needed basis to control weeds and promote native species growth. This work must be completed at least 2 months before any supplemental seeding or planting in a given area.

GENERAL REQUIREMENTS: The control burn will only be conducted when wind speed is below 10 mph and relative humidity is above 20%. Burning will not occur when the wind directions are blowing towards buildings or roadways, especially in the direction of residential homes and Randall Road. Prior to igniting the fire, burnable fuel adjacent to fire sensitive objects will be removed and/or saturated with water. Firebreaks will be utilized to stop the fire from burning any non-target areas. Fires will be controlled using hand tools and water pumps and will completely extinguished before leaving the site.

The Contractor shall abide by all local rules and regulations governing open burning including the Kane County Code. Restrictions include but are not limited to the following:

1. Burning is only permitted on sunny warm temperature days between 10:00 AM and 3:00 PM.
2. Burning is not permitted when the wind speed is in excess of 10 miles per hour.
3. Burning is not permitted when it is determined and announced by the Kane County Health Department that inversion conditions or an ozone alert exists.
4. Burning must be supervised until the fire is extinguished.
5. A fire extinguisher or water source shall be available at the burning site.

PERMIT: This work will also include obtaining a burn permit for Prairie and Ecological Management from the Illinois Environmental Protection Agency (IEPA). The Contractor shall

also be responsible for any and all notification requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the City prior to commencement of control burning. The contact information for the IEPA is found below:

State of Illinois
Environmental Protection Agency
Division of Air Pollution Control
P.O. Box 19506
Springfield, IL 62794-9506

NOTIFICATION: The Contractor will submit a burn plan and signage plan to the City of Batavia for review and approval a minimum of 2 weeks prior to scheduling a burn. The Contractor will notify the City and adjacent land owners within a 300ft radius of the property boundary via burn notice one (1) week prior to the scheduled date and again a maximum of 24 hours in advance of the controlled burn. The Contractor will also coordinate the date and time with the City and local fire and police departments 48 hours prior to the burn and contact immediately before and after the control burn is conducted. The Contractor will be solely responsible for these activities.

The burn plan needs to contain the following items:

1. Notification requirements
2. Public meeting schedule
3. Burn area
4. Fire breaks
5. Burn sequence

The contact information for the local fire and police are found below:

Batavia Fire Department
800 E. Wilson Street
Batavia, IL 60510
(630) 454-2100

Batavia Police Department
(630) 454-2500

BASIS OF PAYMENT: This work will be measured and paid for at the contact unit price per acre for CONTROL BURN. The cost associated with required permits and authorizations shall be the responsibility of the Contractor and will be considered included in the cost for control burn.

SP-13 MOWING

DESCRIPTION: This work will consist of a mowing of vegetation to a height not more than 5 inches for the purpose of noxious weed management.

GENERAL REQUIREMENTS: The Contractor shall keep all mowing equipment sharp and properly equipped for operation in a native area. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedings, etc. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the City. Damage to the ground surface, such as ruts or wheel tracks more than 2 inches in depth, or other plantings caused by the mowing or trimming operation shall be repaired and the Contractors expense.

METHOD OF MEASUREMENT: MOWING will be measured in place for payment in acres of the surface area mowed and trimmed.

BASIS OF PAYMENT: This work will be paid for at the contract unit price per acre for MOWING. Any additional mowing or trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the City.

SP-14 EROSION CONTROL MAINTENANCE

DESCRIPTION: This work shall consist of the monitoring and management of the soil erosion aspects of the project. This will include monitoring of all stormwater control structures within the vicinity of the project. These structures will be maintained as necessary to evaluate if stormwater conveyance is causing erosion and/or working properly. The work shall include clearing of stormwater management structures such as wiers and culverts within the project boundary. Spring and fall monitoring of the site for channel maintenance, invasive species, native vegetation establishment, and soil erosion and sediment control issues shall be conducted.

General Requirements:
This work item will be performed to assure compliance with the Contract plans and specifications; and the latest editions of the Illinois Environmental Protection Agency "Illinois Urban Manual", and the National Pollutant Discharge Elimination System (NPDES) permit No. ILR10. The Contractor will be required to sign the NPDES permit application prior to starting the work.

METHOD OF MEASUREMENT: This work will be measured per acre inspected and maintained all labor, materials, transportation, and incidentals necessary to maintain and replace all erosion control measures for the duration of the project.

BASIS OF PAYMENT: This work will be paid for at the contract price per acre for EROSION CONTROL MAINTENANCE.

Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662 Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

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

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

I. Source Location Information

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

Project Name: BRAEBURN MARSH WEST Office Phone Number, if available: _____

Physical Site Location (Street, Road): SWC RANDALL ROAD & FABYAN PARKWAY

City: BATAVIA State: IL Zip Code: 60510

County: Kane Township: BATAVIA

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

Latitude: _____ (Decimal Degrees) Longitude: - _____ (-Decimal Degrees)

Identify how the lat/long data were determined:

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

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

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:		Name:	
Street Address:		Street Address:	
PO Box:		PO Box:	
City:	State:	City:	State:
Zip Code:	Phone:	Zip Code:	Phone:
Contact:		Contact:	
Email, if available:		Email, if available:	

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

Project Name: BRAEBURN MARSH WEST

Latitude: _____ Longitude: -_____

(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

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

Number of pages attached: _____

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

IV. Soil pH Testing Results

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

Number of pages attached: _____

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

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

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

_____ _____

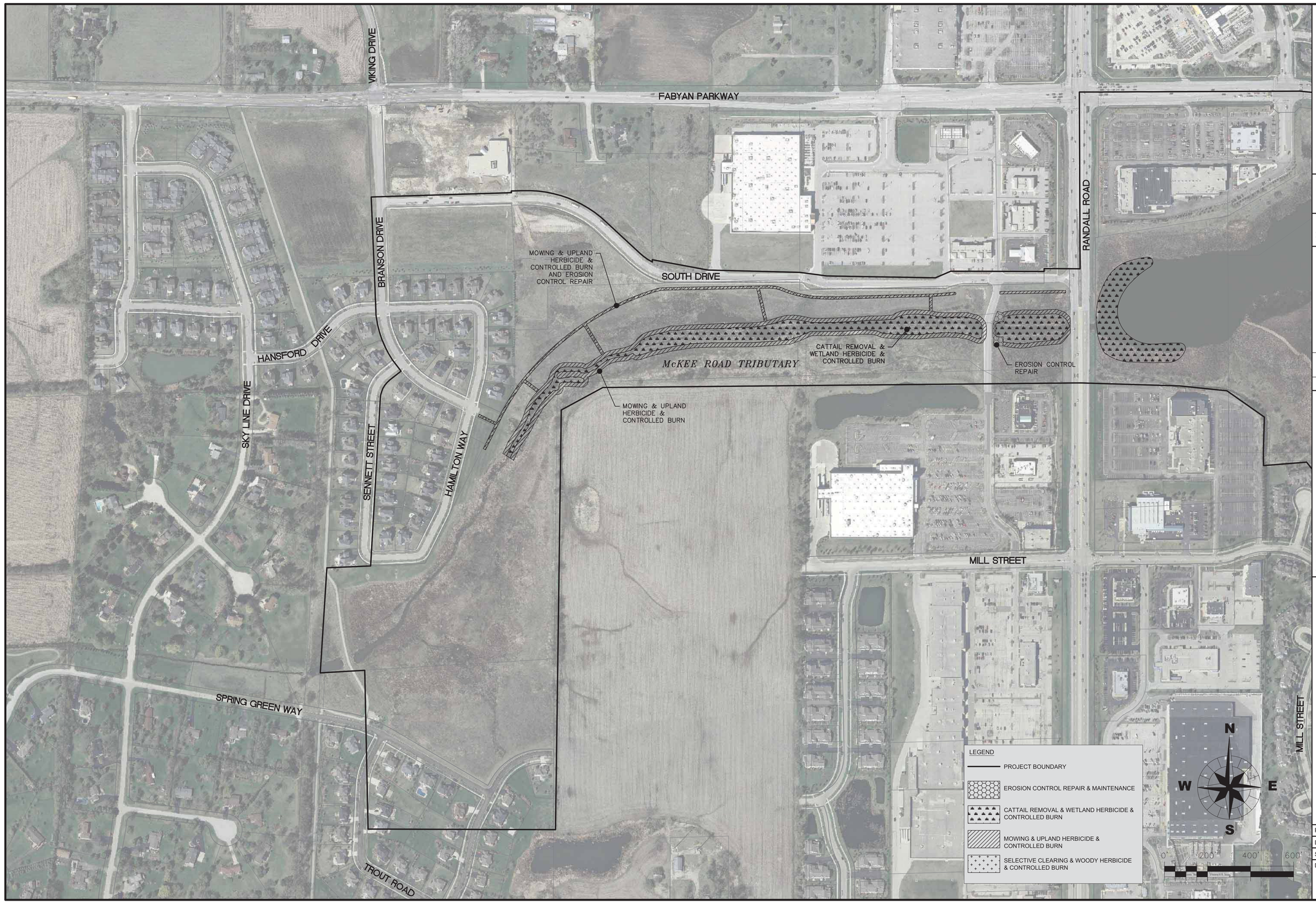
Source Site Owner or Operator's Printed Name | Source Site Owner or Operator's Title

_____ _____

Source Site Owner or Operator's Signature | Date

PART VI

Location Map…….…….…… LM 1 - 1



TITLE : **BRAEBURN MARSH MAINTENANCE PLAN**

WEST SIDE - REMOVAL, REPAIR, & HERBICIDE PLAN

DSGN.	NMP
DWN.	EAM
CHKD.	PDK
SCALE : 1" = 200'	
MP1-2-120142.DWG	

NO.	DATE	NATURE OF REVISION

CLIENT :

CITY OF BATAVIA
100 NORTH ISLAND AVENUE
BATAVIA, IL 60510

WILLS BURKE KELSEY ASSOCIATES LTD.
116 West Main Street, Suite 201
St. Charles, Illinois 60174
(630) 443-7755

PROJECT NO. 120142

DATE : 05/22/2012

SHEET 1 OF 4

DRAWING NO.

MP1

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UPDATED: 5/24/2012 - EMILLER