

**BID ADDENDUM # 1
TROUT VALLEY NATURE PARK**

DATE ISSUED – September 18, 2026

This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Specifications, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form. Bids submitted without Addendum No. 1 being acknowledged may be considered non-responsive.

SUMMARY OF CHANGES

Bidding Documents

The following sections of the SPECIFICATIONS are hereby revised as follows:

1. SCHEDULE OF PRICES

Page 31 of the SCHEDULE OF PRICES of the Bidding Documents is hereby replaced and is included with this Addendum. The quantity for Turf Reinforcement Mat was updated. The quantity for Portland Cement Concrete Pavement, 6 inch was updated.

2. INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS

Page 100-101 of the INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS of the Bidding Documents is hereby replaced and is included with the Addendum. Changes clarify limits for tree stump and root ball removal within the project limits.

3. INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS

Page 106 of the INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS of the Bidding Documents is hereby replaced and is included with the Addendum. The description for Benches was expanded to clarify that the Contractor shall submit manufacturer information for approval prior to installation.

4. INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS

Page 109 of the INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS of the Bidding Documents is hereby replaced and is included with the Addendum. The Description for Elevated Walkway was corrected to clarify steel footings. The product requirements were updated to clarify that pretreated lumber may be used for the support lumber per the construction details.

5. INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS

Page 114 of the INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS of the Bidding Documents is hereby replaced and is included with the Addendum. The

description for Dog Waste Stations was expanded to clarify that the Contractor shall submit manufacturer information for approval prior to installation.

6. INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS

Page 117 of the INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS of the Bidding Documents is added and is included with the Addendum. A special provision for Incidental Hot Mix Asphalt Surfacing, Mix "D", IL-9.5, N50, 3" was added to include 6" aggregate base course in the pay item.

7. PLAN SET

Sheets C106-C109, and L503 are amended to reflect the tree stump removal locations, limits for stump and root ball removal for trees/shrubs less than 4-inches in diameter, and updated Hot-Mix Asphalt (HMA) Trail Detail.

8. CONSTRUCTION PERFORMANCE BOND and CONSTRUCTION PAYMENT BOND

The successful bidder will be required to furnish and pay for a Performance Bond and Payment Bond for one hundred (100%) of the contract sum. All contractor's bonds shall include such provisions as will guarantee the faithful performance of the prevailing wage clause contained in the contract. The successful bidder will be required to furnish a Certificate of Insurance per Section LCIA, and a fully executed Legal and Insurance Agreement. The attached Construction Performance Bond and Construction Payment Bond are added to the Contract Documents.

Unless otherwise noted above, all other sections of the SPECIFICATIONS remain in full force and effect and are unchanged by this Addendum.

Request for Information

The following is provided in response to questions from bidders.

Question: Is there a pre-bid meeting for this project?

Response: No pre-bid meeting is scheduled. The site is open and accessible. Bidders may conduct a site visit at their convenience.

Attachments

This Addendum includes the following attached Documents:

ATTACHMENT 1 – REVISED SCHEDULE OF PRICES – Page 31.

ATTACHMENT 2 – REVISED INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS
Pages 100-101, 106, 109, 114, 117

ATTACHMENT 3 – REVISED PLAN SET
Sheets C106-C109, and L503

ATTACHMENT 4 – CONSTRUCTION PERFORMANCE BOND & CONSTRUCTION PAYMENT BOND

ATTACHMENT 2

REVISED SCHEDULE OF PRICES

SCHEDULE OF PRICES

SCHEDULE OF PRICES

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

1. UNIT PRICES

BASE BID:

	CODED PAY ITEMS	UNITS	QTY	UNIT PRICE	TOTAL COST
1	MOBILIZATION	LSUM	1		
2	CONSTRUCTION LAYOUT	LSUM	1		
3	STABILIZED CONSTRUCTION ENTRANCE	EACH	1		
4	TRAFFIC CONTROL AND PROTECTION - SPECIAL	LSUM	1		
5	INLET AND PIPE PROTECTION	EACH	1		
6	TEMPORARY DITCH CHECK	EACH	3		
7	PERIMETER EROSION BARRIER	FOOT	3,205		
8	TREE REMOVAL, ACRES	ACRE	5.43		
9	SOIL PREPARATION & HERBICIDING (2X) PRIOR TO NATIVE SEEDING	ACRE	3.9		
10	TOPSOIL EXCAVATION AND PLACEMENT - 6"	CU YD	1,326		
11	EARTH EXCAVATION	CU YD	2,621		
12	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,209		
13	NATURAL LIMESTONE OUTCROPPINGS (12"-48")	SQ FT	739		
14	SEEDING, CLASS 1B	ACRE	0.6		
15	NATIVE SEEDING - MESIC SHORTGRASS PRAIRIE	ACRE	3.2		
16	NATIVE SEEDING - WET MESIC PRAIRIE	ACRE	0.1		
17	NATIVE SEEDING - WET PRAIRIE SEED	ACRE	0.6		
18	EROSION CONTROL BLANKET, S75-BN	SQ YD	21,790		
19	TURF REINFORCEMENT MAT	SQ YD	6		
20	PAVILLION STRUCTURE - PREFABRICATED	LSUM	1		
21	BENCHES	EACH	8		
22	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	SQ YD	43		
23	GEOTEXTILE FABRIC	SQ YD	4,268		

ATTACHMENT 2

REVISED INDEX OF SPECIFICATIONS AND SPECIAL PROVISIONS

**Pages 100-101, 106, 109,
114, 117**

CIVIL, LANDSCAPING, & PARK AMENITIES

STABILIZED CONSTRUCTION ENTRANCE

Description

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

Materials

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

Method of Measurement

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

Basis of Payment

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

TREE REMOVAL, ACRES

Description

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

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

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

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

Work allows for tree stumps to remain and be cut flush with the surrounding grade except as follows. The following tree stumps withjn or adjacent to the proposed work shall be removed: Tree #5688, 5709,5711,5713, 5718, 5731,5732, 5735, 5763, 5769, 5778, 5789, 5791, 5800, 5808, 5810, 5814, 5815, 5816. ~~The work includes the removal of tree stumps greater than 4 inches diameter.~~ Stumps and root balls of trees/shrubs less than 4 inches diameter within the limits shown on the plans are to be removed. Stump and root balls of trees/shrubs less than 4 inches diameter **within the remainder of the site** are not to be removed but rather allowed to decompose in place.

Submittals

The Contractor shall submit to the Owner for approval a complete list of all materials to be used during this portion of the work. Include complete data on source, amount and quality. This submittal shall in no

way be construed as permitting substitution for specific items described on the plans or in these specifications unless approved in writing by the owner.

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

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

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

Burning of debris will not be allowed on site.

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

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

Inspection.

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

Method of Measurement.

This work shall be measured for payment in ACRES.

Basis of Payment.

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

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

General

Description

Preparation of soil prior to native seeding.

Submittals

- Equipment: List of equipment intended to be used.

Materials and Products

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

Execution of Work

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

Green Roof Contractor Qualifications

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

Method of Measurement

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

Basis of Payment

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

BENCHES

Description:

This work shall consist of the installation of benches per manufacturer's specifications. **Contractor shall submit manufacturer information for approval prior to installation.**

Construction

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

Method of Measurement:

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

Basis of Payment:

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

PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH

Description

Add the following to the end of Section 423.02 to include the following:
"Synthetic fibers for reinforcement shall be added to the concrete mixture. Synthetic fibers shall comply with ASTM C 1116 and shall be added to the concrete mix and mixed per the manufacturer's recommendation."

Method of Measurement

This work shall be measured for payment per SQUARE YARD.

Basis of Payment

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

GEOTEXTILE FABRIC

Description

This work shall consist of furnishing and installing geotextile fabric beneath proposed fishing pond rock outcropping CA-7 washed stone and beneath excavated subgrade from pond on the Crushed Gravel Trail

This work shall be measured for payment per SQUARE YARD.

Basis of Payment

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

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

Description

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

Construction

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

Method of Measurement

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

Basis of Payment

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

ELEVATED WALKWAY

Description

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

Product Requirements

Width – 6’-0”

Finish – Self Weathering Steel

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

Curbing – 4” Vertical Safety Curbs

AASHTO LRFD Design

120 PSF Live Load

35 PSF Wind Load

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

Method of Measurement

This work shall be measured for payment in FOOT.

Basis of Payment

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

Method of Measurement

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

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

DOG WASTE STATIONS

Description

This work shall consist of the furnishing and installation of Dog Waste Station, in accordance with engineering plans and manufacturer's guidelines. Contractor shall submit manufacturer information for approval prior to installation.

Method of Measurement

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

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

FISHING LINE RECYCLING BIN

Description

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

Method of Measurement

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

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

MULCH PLACEMENT 3"

Description

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

Construction

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

Method of Measurement

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

Basis of Payment

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

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

Description

This work shall consist of all labor, materials, and equipment to construct an asphalt on a prepared subgrade. This work shall be constructed in accordance with Sections 351 and 408 of the Standard Specifications. This items includes 6" aggregate base course as shown on engineering plans.

Method of Measurement:

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

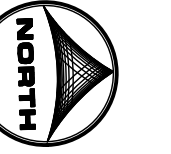
Basis of Payment

This work shall be paid for at the contract unit price per TON for INCIDENTAL HOT MIX ASPHALT SURFACING, MIX "D", IL-9.5, N50, 3", which price shall include 6" aggregate base course and all material, storage, machinery, labor, hauling and all other items associated with completing this work. Geotextile Fabric is paid for separately.

ATTACHMENT 3

REVISED PLAN SET

SHEETS C106-C109, L504



0 20
SCALE: 1" = 20'

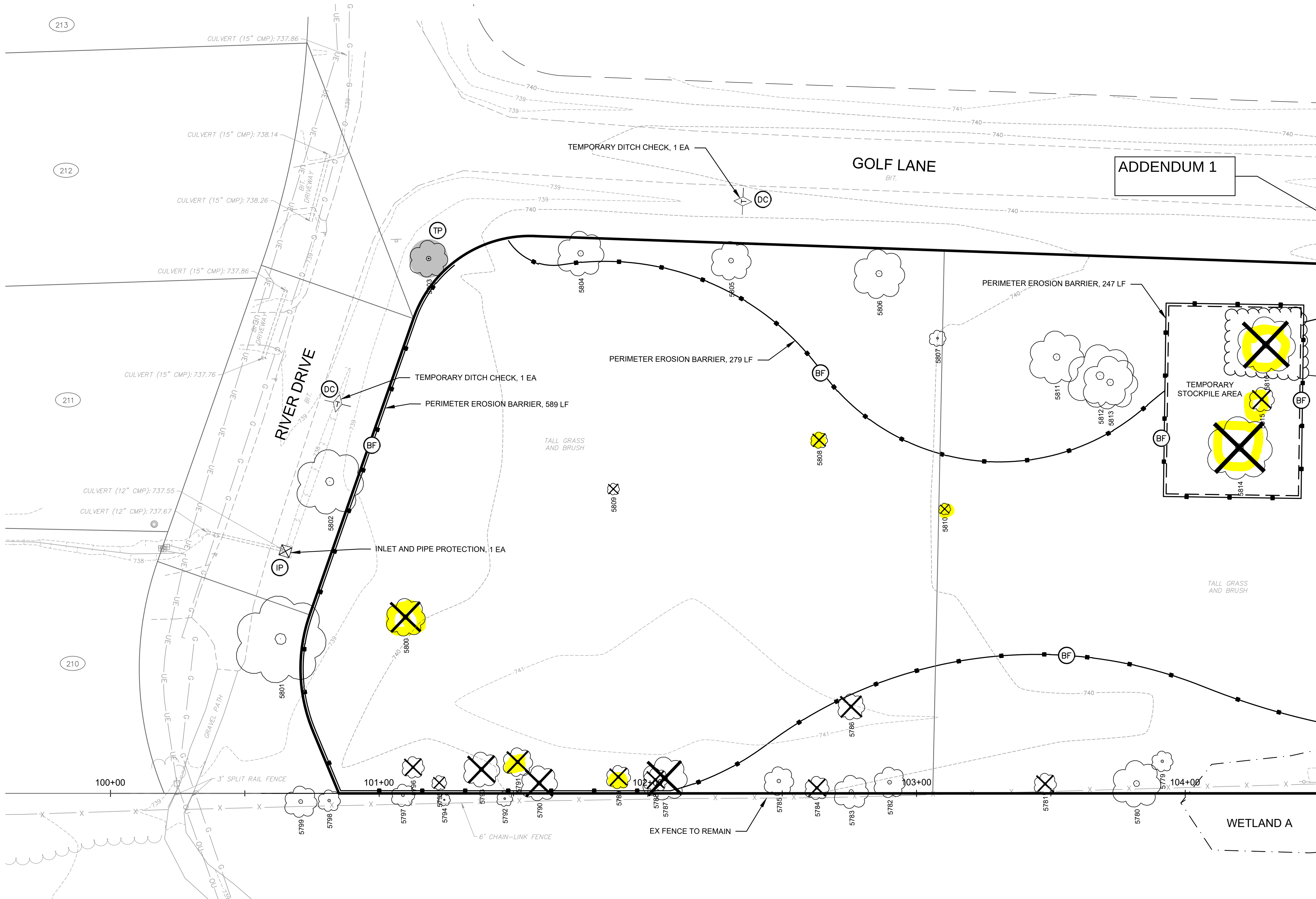
LEGEND	
TP TS M BF IP DC CF	INDICATES EROSION CONTROL MEASURES SEE SHEET C501-C503 FOR INFO.
BF	INDICATES PERIMETER EROSION BARRIER
IP	INDICATES INLET AND PIPE PROTECTION & INLET FILTERS
DC	INDICATES TEMPORARY DITCH CHECK
TP	INDICATES TREE PROTECTION
X	INDICATES TREE REMOVAL
X	INDICATES TREE STUMP REMOVAL

NOTE:
USE FUTURE PATH LOCATION FOR CONSTRUCTION TRAFFIC.

ADDENDUM 1
(TYP)

ADDENDUM 1
(TYP)

DEMOLITION NOTES:
1. STUMP AND ROOT BALLS OF
TREES/SHRUBS LESS THAN 4
INCHES IN DIAMETER WITHIN THE
PERMETER EROSION BARRIER
ARE TO BE REMOVED.



ISSUE FOR BID
NOT FOR CONSTRUCTION

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APPROVED: AHP JOB NUMBER: 211549.01
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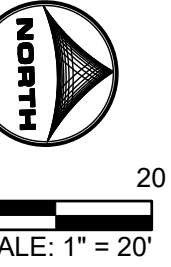
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TROUT VALLEY NATURE PARK
VILLAGE OF TROUT VALLEY
TROUT VALLEY, ILLINOIS

CIVIL
EROSION CONTROL AND DEMOLITION PLAN

SHEET NO.
C106



LEGEND

TP

TS

W

BF

IP

DC

CF

INDICATES EROSION CONTROL MEASURES
SEE SHEET C501-C503 FOR INFO.

BF

IP

DC

TP

INDICATES PERIMETER EROSION BARRIER

INDICATES INLET AND PIPE PROTECTION &
INLET FILTERS

INDICATES TEMPORARY DITCH CHECK

INDICATES TREE PROTECTION

INDICATES TREE REMOVAL

NOTE:
USE FUTURE PATH LOCATION FOR CONSTRUCTION TRAFFIC.

ADDENDUM 1
(TYP)

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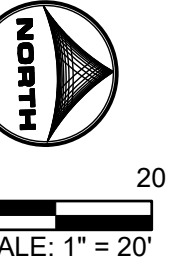
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NO.	DATE	BY	REVISION DESCRIPTION

TROUT VALLEY NATURE PARK
VILLAGE OF TROUT VALLEY
TROUT VALLEY, ILLINOIS

CIVIL
EROSION CONTROL AND DEMOLITION PLAN

SHEET NO.
C107



LEGEND

TP

TS

W

BF

IP

DC

CF

INDICATES EROSION CONTROL MEASURES
SEE SHEET C501-C503 FOR INFO.

BF

IP

DC

TP

INDICATES PERIMETER EROSION BARRIER

INDICATES INLET AND PIPE PROTECTION &
INLET FILTERS

INDICATES TEMPORARY DITCH CHECK

INDICATES TREE PROTECTION

INDICATES TREE REMOVAL

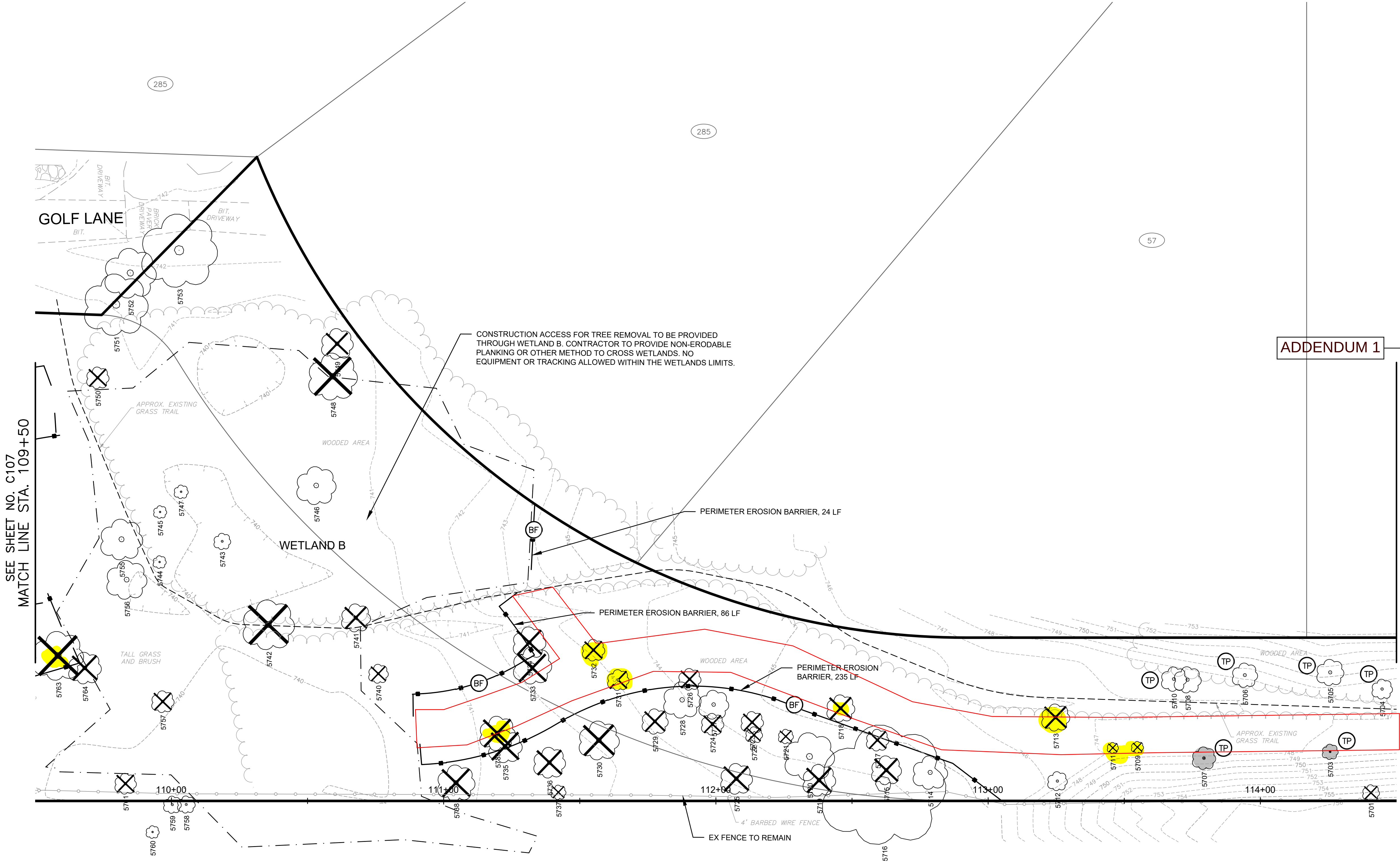
NOTE:
USE FUTURE PATH LOCATION FOR CONSTRUCTION TRAFFIC.

ADDENDUM 1

LIMITS FOR STUMP AND ROOT BALL
REMOVAL OF TREES/SHRUBS LESS
THAN 4-INCHES IN DIAMETER

ADDENDUM 1

DEMOLITION NOTES:
1. STUMP AND ROOT BALLS OF
TREES/SHRUBS LESS THAN 4
INCHES IN DIAMETER WITHIN THE
LIMITS SHOWN ARE TO BE
REMOVED.



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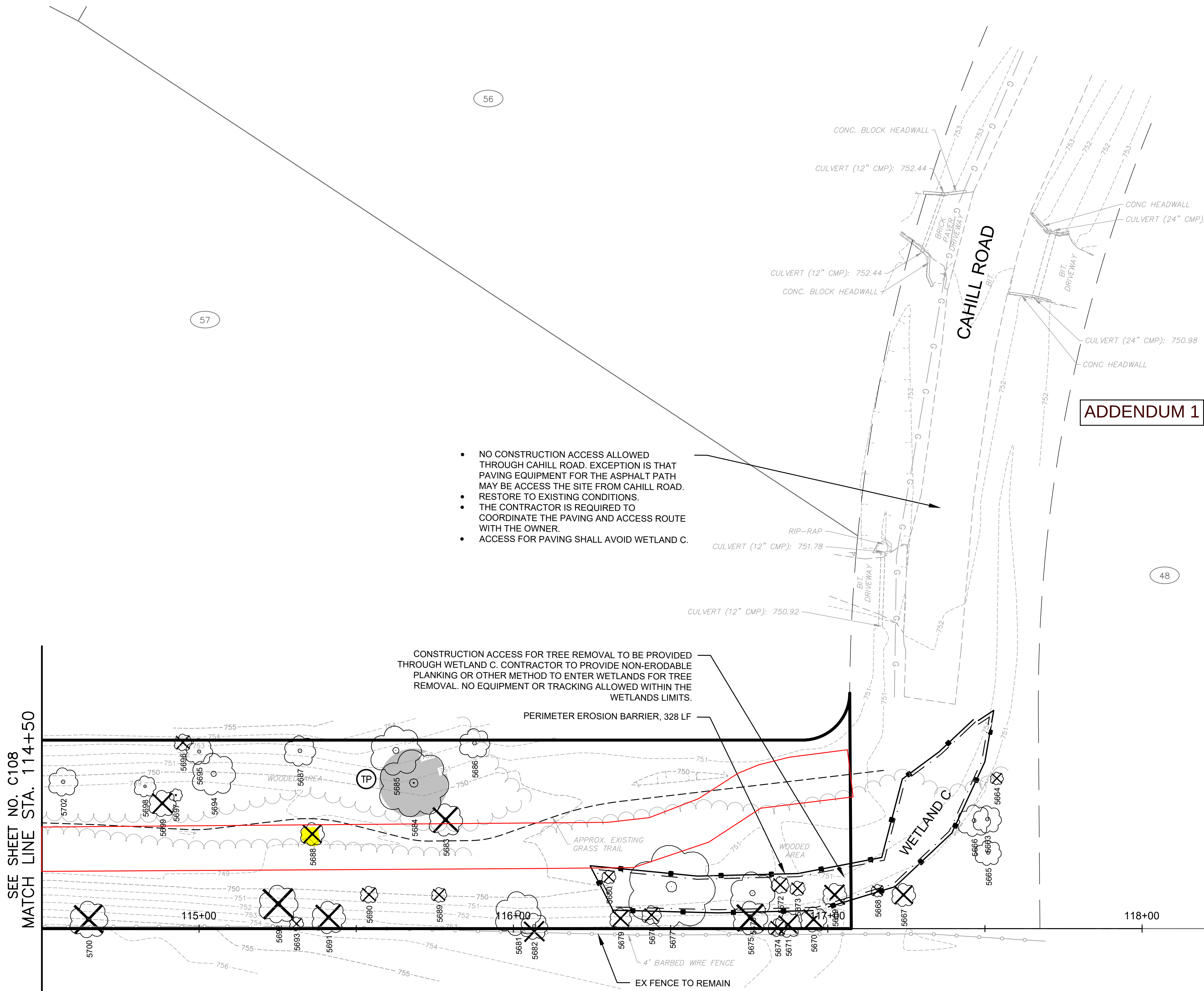
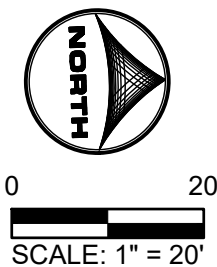


TROUT VALLEY NATURE PARK
VILLAGE OF TROUT VALLEY
TROUT VALLEY, ILLINOIS

CIVIL
EROSION CONTROL AND DEMOLITION PLAN

SHEET NO.
C108

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- NO CONSTRUCTION ACCESS ALLOWED THROUGH CAHILL ROAD. EXCEPTION IS THAT PAVING EQUIPMENT FOR THE ASPHALT PATH MAY BE ACCESS THE SITE FROM CAHILL ROAD.
- RESTORE TO EXISTING CONDITIONS.
- THE CONTRACTOR IS REQUIRED TO COORDINATE THE PAVING AND ACCESS ROUTE WITH THE OWNER.
- ACCESS FOR PAVING SHALL AVOID WETLAND C.

CONSTRUCTION ACCESS FOR TREE REMOVAL TO BE PROVIDED THROUGH WETLAND C. CONTRACTOR TO PROVIDE NON-ERODABLE PLANKING OR OTHER METHOD TO ENTER WETLANDS FOR TREE REMOVAL. NO EQUIPMENT OR TRACKING ALLOWED WITHIN THE WETLANDS LIMITS.

PERIMETER EROSION BARRIER, 328 LF

APPROX. EXISTING GRASS TRAIL

4' BARBED WIRE FENCE

EX FENCE TO REMAIN

LEGEND

- INDICATES EROSION CONTROL MEASURES SEE SHEET C501-C503 FOR INFO.
- INDICATES PERIMETER EROSION BARRIER
- INDICATES INLET AND PIPE PROTECTION & INLET FILTERS
- INDICATES TEMPORARY DITCH CHECK
- INDICATES TREE PROTECTION
- INDICATES TREE REMOVAL

NOTE:
USE FUTURE PATH LOCATION FOR CONSTRUCTION TRAFFIC.

ADDENDUM 1

LIMITS FOR STUMP AND ROOT BALL REMOVAL OF TREES/SHRUBS LESS THAN 4-INCHES IN DIAMETER

ADDENDUM 1

DEMOLITION NOTES:

1. STUMP AND ROOT BALLS OF TREES/SHRUBS LESS THAN 4 INCHES IN DIAMETER WITHIN THE LIMITS SHOWN ARE TO BE REMOVED.

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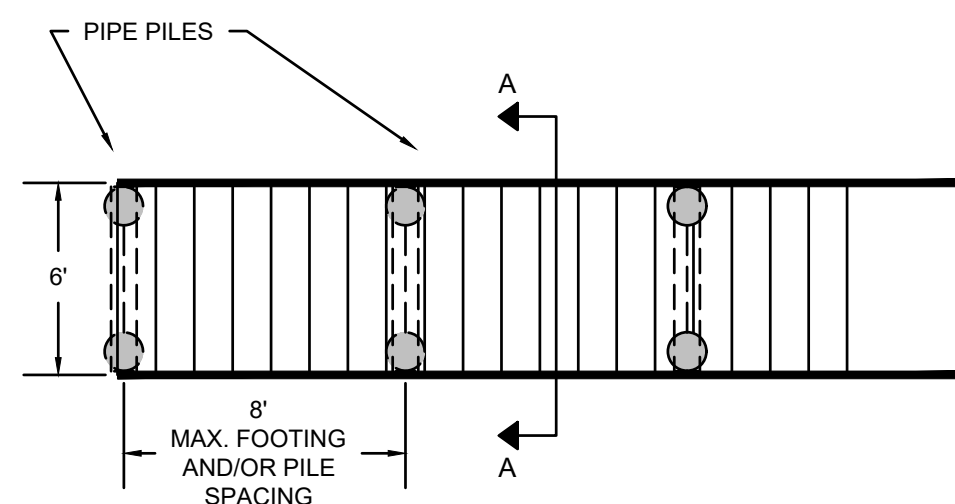
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TROUT VALLEY NATURE PARK
VILLAGE OF TROUT VALLEY
TROUT VALLEY, ILLINOIS

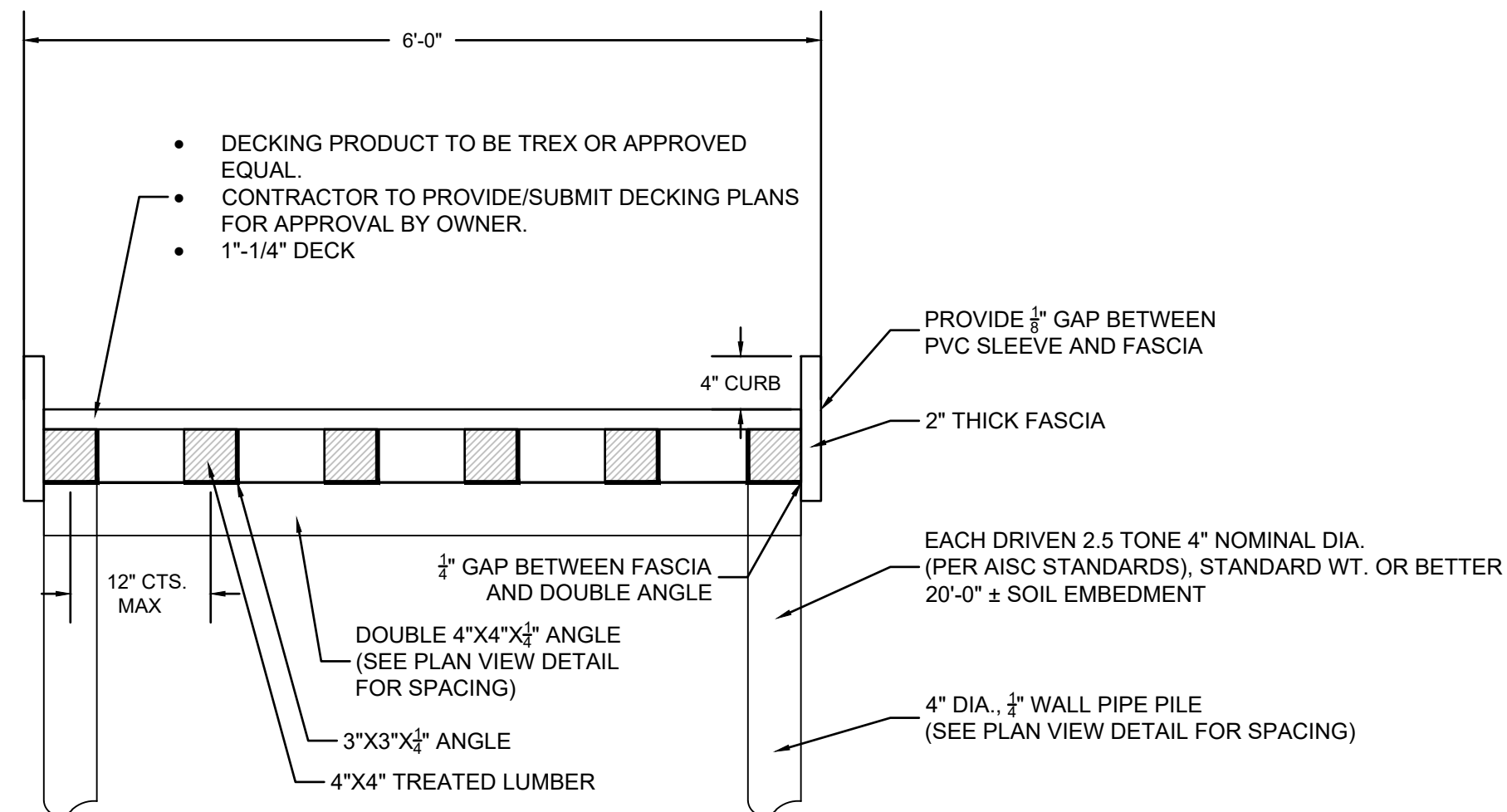
CIVIL
EROSION CONTROL AND DEMOLITION PLAN

SHEET NO.
C109



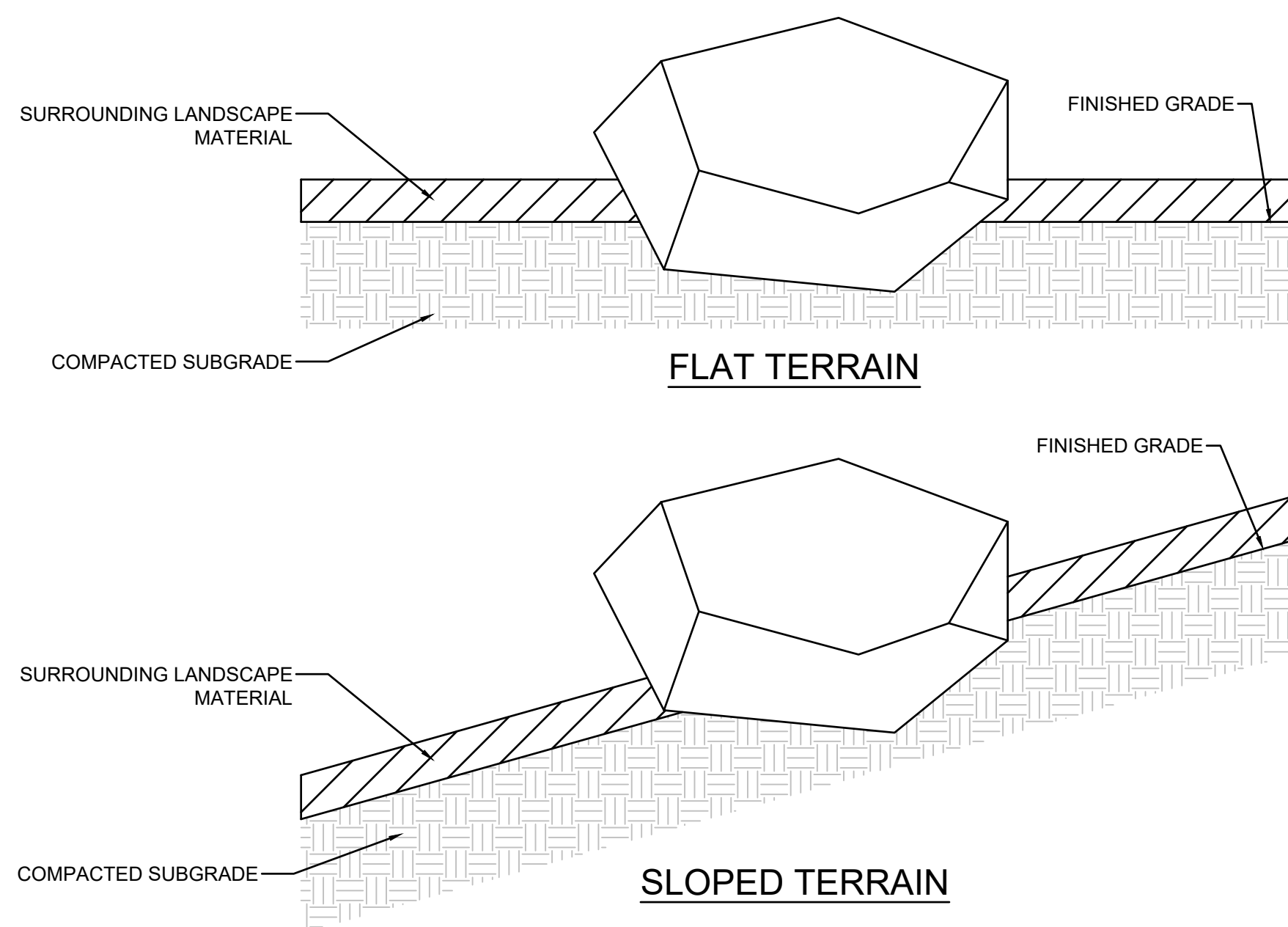
NOTES:

1. CONTRACTOR HAS THE OPTION TO SUBMIT ALTERNATE FRAMING DETAILS FOR REVIEW AND APPROVAL.
2. ALL WOOD FRAMING MEMBERS SHALL BE TREX OR APPROVED EQUAL.
3. FRAMING AND PILES SHALL BE CAPABLE OF SUPPORTING COMBINED DEAD AND LIVE LOAD OF 120 PSF.
4. MAXIMUM 8' SPACING, FOR PILES.
5. ALL STEEL SHALL BE GALVANIZED (EXCLUDING PILES).
6. ALL SEAMS/JOINTS IN FASCIA SHALL BE CENTERED BEHIND PIPE PILES AT CENTER OF PIPE.
7. WALKWAY DECKING COLOR TO BE DARK BROWN. ALTERNATIVE COLORS TO BE APPROVED BY OWNER.

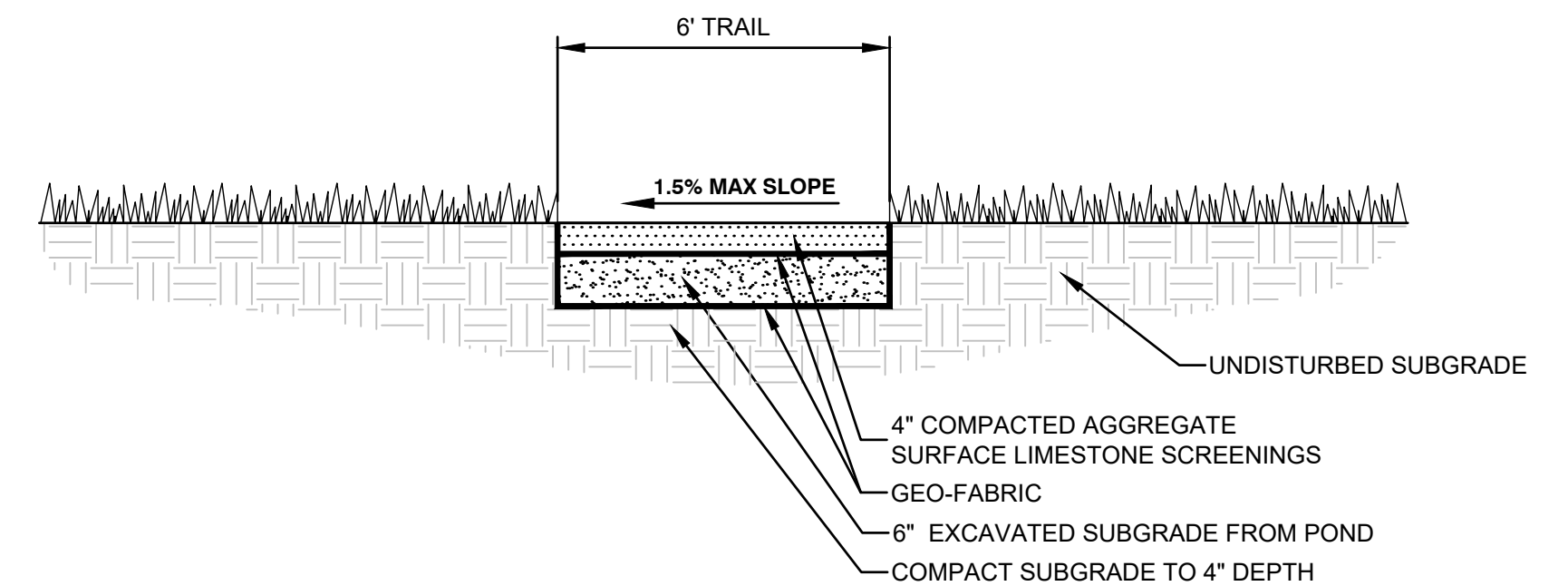


NOTES:

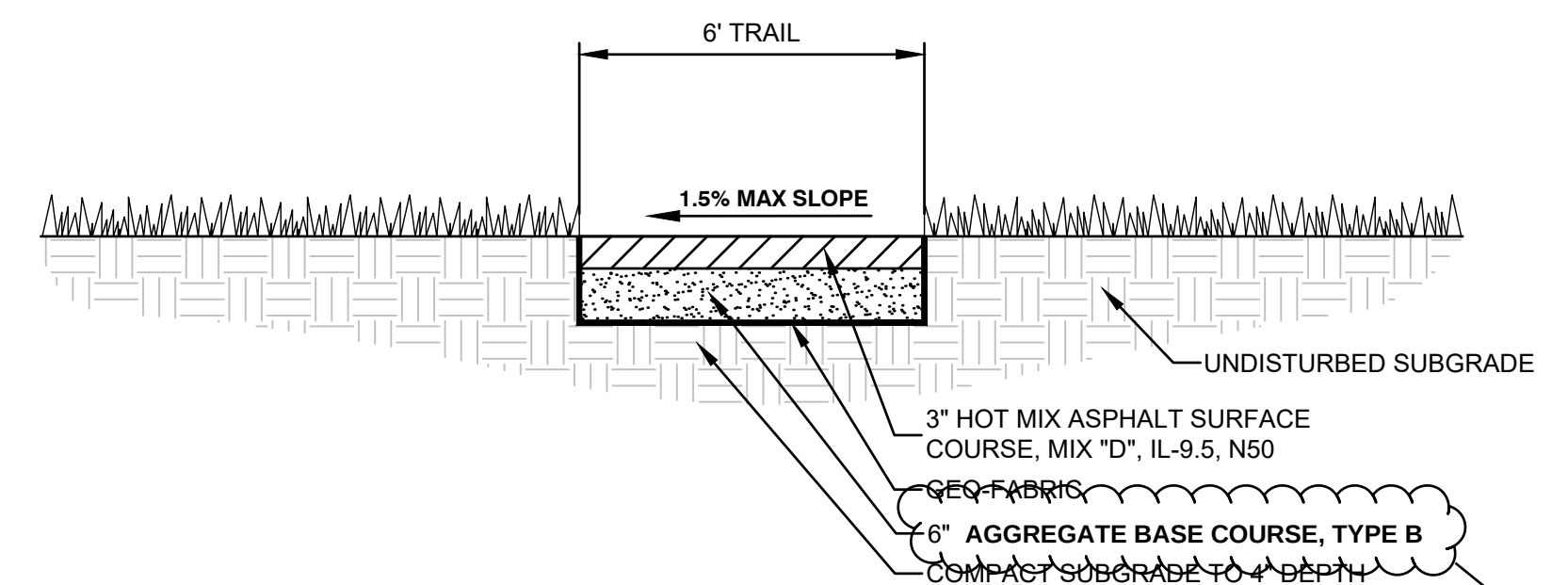
1. DECORATIVE BOULDERS ARE TO BE BURIED IN FINISHED GRADE. 1/4 TO 1/3 OF THE BOULDER SHALL BE BURIED.
2. DECORATIVE BOULDERS ARE TO BE GRANITE BOULDERS. ALL DECORATIVE BOULDERS SHALL BE 2-3 FT IN LENGTH.



COMPACTED SUBGRADE



SCALE: NTS



SCALE: NTS

SCALE: NTS

7 SOLAR POWER POND AERATOR

SCALE: NTS

SHEET NO.
_503

ATTACHMENT 4

CONSTRUCTION PERFORMANCE BOND

CONSTRUCTION PAYMENT BOND

CONSTRUCTION PERFORMANCE BOND

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Business):

SURETY (Name and Principal Place of

OWNER: (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and

assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

CONSTRUCTION PERFORMANCE BOND

2. If the Contractor performs the Construction Contract, including the prevailing wage clause therein, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To

CONSTRUCTION PERFORMANCE BOND

the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be

performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be constructed as a statutory bond and not as a common law bond.

12. DEFINITIONS.

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor for any amounts received, or to be received by the Owner in settlement of insurance or other claims for damages for which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
13. Surety hereby guarantees the faithful performance of the Prevailing Wage Clause contained in the Construction Contract.

CONSTRUCTION PAYMENT BOND

CONSTRUCTION PAYMENT BOND

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name & Address):

SURETY (Name & Principal Place of Business):

OWNER: (Name and Address):

CONSTRUCTION CONTRACT:

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment

furnished for use in the performance of the Construction Contract which is incorporated herein by reference.

CONSTRUCTION PAYMENT BOND

2. With respect to the Owner, this obligation shall be null and void if the contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice of the Surety (at the address described in Paragraph 12) and sent a copy or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly: and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond and shall have under this Bond no obligations to make payments to,

CONSTRUCTION PAYMENT BOND

give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions under this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner of the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the

15. DEFINITIONS.

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
16. Surety hereby guarantees the faithful performance of the Prevailing Wage Clause contained in the Construction Contract.