

**AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR  
THE ESTABLISHMENT OF LOCAL TRAIL CONNECTOR  
TO THE NORTH CENTRAL DUPAGE REGIONAL TRAIL  
AT HAWK HOLLOW FOREST PRESERVE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is made and entered into this 19<sup>th</sup> day of May, 2016, by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT") and the Village of Hanover Park, a body politic and corporate (hereinafter referred to as the "VILLAGE"). Each of the foregoing are hereinafter sometimes referred to as an "AGENCY" or together as "AGENCIES".

**WITNESSETH:**

WHEREAS, the continued development and organization of the Chicago metropolitan area has increased public awareness of the importance of maintaining open space and providing recreational opportunities for individuals throughout the metropolitan area; and

WHEREAS, the DISTRICT and the County of DuPage have entered into an Intergovernmental Agreement to construct a bridge over County Farm Road and extend the North Central DuPage Regional Trail through Mallard Lake and Hawk Hollow Forest Preserves which involves construction of a regional multi-purpose trail approximately 1 mile in length, and two bridges which include an 80' long crossing of a drainage tributary to the West Branch of the DuPage River and a 3 span 400' long crossing of County Farm Road; and

WHEREAS, there is no existing sidewalk or multi-purpose trail connection to the North Central DuPage Regional Trail from a large residential subdivision commonly known as Mayfair Station; and

WHEREAS, the DISTRICT maintains an existing turf trail and service road at Hawk Hollow Forest Preserve to access monitoring wells and perform general preserve maintenance from Lawrence Avenue at the north east corner of Mayfair Station; and

WHEREAS, the VILLAGE desires to construct a local multi-purpose trail connector along a portion of the existing turf trail from Lawrence Avenue to the North Central DuPage Regional Trail (hereinafter the "PROJECT"), which involves constructing a 10' wide multi-purpose trail approximately 0.35 miles in length upon DISTRICT land; and

WHEREAS, the DISTRICT and VILLAGE desire to work cooperatively to plan, design, install, and maintain the PROJECT; and

WHEREAS, the PROJECT will provide numerous public benefits, including (a) directly serving the transportation and recreational needs of the region's residents, (b) linking those individuals to thousands of acres of public open space, existing trail systems, parks, businesses; and (c) providing an alternative means of transportation for individuals commuting to work, shopping, recreation and other destinations; and

WHEREAS, the Chicago Metropolitan Agency for Planning (CMAP) informed the VILLAGE that it had been awarded a Transportation Alternatives Program (TAP) Grant from the United States Department of Transportation in the amount of \$80,000 in order to fund a portion of the Phase 2 and Phase 3 Engineering and construction costs for the PROJECT; and

WHEREAS, the CMAP/TAP Grant will be administered by the Illinois Department of Transportation (hereinafter "IDOT"), which shall be responsible for approving all reimbursement requests; and

WHEREAS, the VILLAGE has been designated as the lead AGENCY for the PROJECT with responsibility for coordinating all aspects of the PROJECT and for monitoring the PROJECT in conjunction with IDOT; and

WHEREAS, the DISTRICT and VILLAGE have determined that it is reasonable, necessary and in the public interest and welfare to use, occupy, and improve Hawk Hollow Forest Preserve for a local trail connector, subject to the terms and conditions set forth herein; and

WHEREAS, under Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6 (West 1994), the Board of Commissioners is authorized "to grant licenses, easements and rights of way for the construction, operation and maintenances upon, under or across any property of [the] District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by [the] District," and

WHEREAS, the AGENCIES are authorized to enter into this Intergovernmental Agreement pursuant to the provisions of article VII, section 10, of the Illinois Constitution of 1970, which provides in part that units of local government may contract or otherwise associate themselves to "obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance," and the Intergovernmental

Cooperation Act, 5 ILCS 220/1 et seq; and,

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the AGENCIES agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part hereof as representing the intent of the AGENCIES and as substantive terms and conditions. To the extent that they may be interpreted as inconsistent with the main body of this AGREEMENT, the main body shall control.

**2.0 USE, OCCUPANCY AND IMPROVEMENT**

2.1 In accordance with the contract documents for the PROJECT, the DISTRICT and VILLAGE agree to construct the PROJECT with ownership of the trail to be in the DISTRICT where the portions of the PROJECT are located within Hawk Hollow Forest Preserve as depicted in the PROJECT Location Map (attached herein as EXHIBIT "A").

**3.0 LICENSES GRANTED**

3.1 The DISTRICT hereby grants a LICENSE to the VILLAGE within Hawk Hollow Forest Preserve as identified and on the terms and conditions as provided for in the LICENSE AGREEMENT attached hereto and incorporated herein as EXHIBIT "1" (hereinafter referred to as the "LICENSE"), which includes all associated exhibits. In lieu of paying any fees for this LICENSE, the VILLAGE is constructing the PROJECT for the Public and DISTRICT'S benefit.

**4.0 SCOPE OF WORK**

The recreational trail design shall conform to the DISTRICT's standards and specifications and latest AASHTO Guidelines for the development of bicycle facilities. The DISTRICT shall provide its standard details and specifications to the VILLAGE.

- 4.1** The VILLAGE shall design, engineer and construct a 10' wide multi-purpose recreational trail (hereinafter the "TRAIL") at the location generally depicted in EXHIBIT 'A'. Any substantial change to the location of the TRAIL from that shown in EXHIBIT 'A' shall be submitted to the DISTRICT for review and approval.
- 4.2** The VILLAGE shall maintain the two existing drop gates north of Lawrence Avenue in good working order. If necessary during construction to remove the gates or if they are damaged, the VILLAGE shall re-install or replace the gates in-kind.
- 4.3** The VILLAGE shall act as the lead agency and be responsible for completing all preliminary and design engineering, awarding of contract(s), permit fees and processing of permit applications, utility coordination, construction engineering and construction for the trail improvements and bear all costs associated with the design, permitting, and construction of the recreational trail.
- 4.4** The VILLAGE shall also be responsible for coordinating, completing and submitting all reports and other documentation required by any grant received for this PROJECT.
- 4.5** The VILLAGE agrees to provide the DISTRICT with Pre-Final Plans and Specifications for improvements for review. The VILLAGE and the DISTRICT will make every effort to coordinate the review process in a timely manner in order to maintain the PROJECT schedule.
- 4.6** Both the VILLAGE and the DISTRICT agree that the VILLAGE shall manage the contract for the construction of the improvement. The VILLAGE agrees to manage the improvement in the best interest of both parties and to consult with, and keep advised, officials of the DISTRICT regarding the progress of the PROJECT and any problems encountered or changes recommended.

- 4.7** Upon completion of the improvement, the DISTRICT shall have the right to conduct a final inspection with the VILLAGE prior to final acceptance. Approval of the final inspection of the PROJECT by the DISTRICT shall not be unreasonably withheld.
- 4.8** Prior to Final Acceptance by the DISTRICT, the VILLAGE shall obtain from the contractor a one-year warranty guarantee on all work associated with the PROJECT to be transferred to the DISTRICT in the form and substance attached hereto as EXHIBIT "2", and shall submit PROJECT record drawings and as-built drawings of the PROJECT to the DISTRICT. Prior to the expiration of the one-year warranty, the District shall have the right to conduct a warranty inspection and identify deficiencies which are covered by the warranty guarantee to be corrected by the VILLAGE or its Contractor.
- 4.9** Immediately following the construction and acceptance of the PROJECT, the DISTRICT shall be responsible for all maintenance of and repairs to the PROJECT and for all costs and expenses associated therewith, including vegetation management in perpetuity, except during the warranty period, or any extension thereof, necessary to perform the warranty work for defective work or workmanship covered under the one-year Warranty Period.
- 4.10** The AGENCIES acknowledge that the VILLAGE may seek one or more grants to cover the cost of designing, engineering and constructing the recreational trail. Recognizing that there could be a significant time delay with respect to whether the VILLAGE is able to secure all grant funding for the PROJECT, the terms of this AGREEMENT will remain in full force and effect, unless the VILLAGE has not completed construction of the PROJECT within five years of the date of this AGREEMENT, at which time the VILLAGE and the DISTRICT may agree to renew this AGREEMENT.

**5.0 COOPERATION**

- 5.1** If an AGENCY has reason to believe that a violation of this AGREEMENT has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the AGENCY that allegedly committed or is permitting such violation to occur.
- 5.2** The AGENCIES agree to act in good faith and to cooperate with each other to resolve any disputes which may arise in the performance of this AGREEMENT.
- 5.3** In the event an AGENCY is required to institute any legal action or proceeding, whether at law or in equity, to enforce any provision of this AGREEMENT, the prevailing AGENCY in such action or proceeding (as determined by the court) shall be entitled to recover all its costs and expenses, including but not limited to, reasonable expert witness and attorney fees.

**6.0 INDEMNIFICATION**

- 6.1** Each AGENCY shall defend, hold harmless and indemnify the other AGENCY, its elected officials, officers, employees and agents from and against all claims, liabilities, causes of action, losses, judgements, settlements, damages and expenses (including, but not limited to, reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of, or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions of the indemnifying AGENCY'S performance of its obligations under this AGREEMENT. This provision is not intended to waive any statutory or common law privileges or immunities as they relate to other persons or entities. There are no third party beneficiaries of this Indemnity.

**7.0 INSURANCE**

**7.1** In furtherance of this indemnification provision set forth in Section 6 each AGENCY shall maintain insurance coverage or pooled coverage, in minimum amounts and form acceptable in the reasonable judgement of the Chief Administrative Officer of the other AGENCY. Each AGENCY shall provide the other AGENCY with its insurance or pooled coverage binders upon request.

**8.0 TRANSFERS**

**8.1** No AGENCY shall sell, assign or otherwise transfer its interest under this AGREEMENT without the written approval of the other AGENCY. The provisions set forth in this AGREEMENT shall be binding upon and inure to the benefit of the approved successors and assigns of the AGENCIES.

**9.0 NOTICES**

**9.1** All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, 3 S 580 Naperville Road, Wheaton, Illinois 60189-5000. Notices served upon the VILLAGE shall be directed to the Village President, Village of Hanover Park, 2121 Lake Street, Hanover Park, Illinois 60133. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

**10.0 SEVERABILITY**

**10.1** In the event any provision of this AGREEMENT is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not

invalidate or render unenforceable any other provision of this AGREEMENT, providing that the spirit and intent of this AGREEMENT can be given effect.

**11.0 ENTIRE AGREEMENT**

**11.1** The provisions set forth herein represent the entire agreement between the AGENCIES and supersede any previous oral or written negotiations and agreements. No provision may be modified in any respect unless such modification is in writing and signed by all AGENCIES.

**11.2** In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**12.0 MISCELLANEOUS TERMS**

**12.1** Each AGENCY shall approve this AGREEMENT pursuant to a duly passed ordinance or resolution. This AGREEMENT shall be executed in multiple counterparts, and each copy shall be deemed an original. After all the original signature pages have been received, the DISTRICT shall provide the VILLAGE with a fully executed copy of this AGREEMENT.

**12.2** This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the AGENCIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Circuit Court for DuPage County.

**12.3** The VILLAGE shall be responsible for recording this AGREEMENT, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the DISTRICT with a recorded copy.

**12.4** This AGREEMENT may be amended or modified only by written instrument duly approved and signed by all AGENCIES to the AGREEMENT.

12.5 No course of dealing or failure of any AGENCY to enforce strictly any term, right, or condition of this AGREEMENT shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this AGREEMENT shall operate as a waiver of any other term, right, or condition.

7th IN WITNESS WHEREOF, the AGENCIES have entered into this AGREEMENT as of the June day of June, 2016.

FOREST PRESERVE DISTRICT OF  
DuPAGE COUNTY

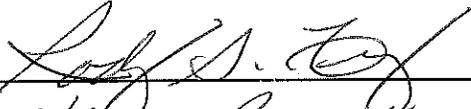
Street Address:  
3S580 Naperville Road  
Wheaton, IL 60189

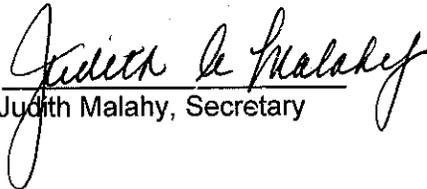
Mailing Address:  
P.O. Box 5000  
Wheaton, IL 60189-5000

VILLAGE OF HANOVER PARK

2121 Lake Street  
Hanover Park, IL 60133

BY:   
Joseph Cantore, President

BY:   
Title: Village President

ATTEST:   
Judith Malahy, Secretary

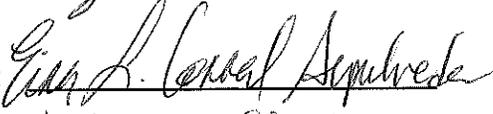
ATTEST:   
Title: Village Clerk

Exhibit 1

LICENSE FORM--A
STANDARD FORM--ACCESS TO EASEMENT
LICENSE NO. X-310-047L
PROJ. NO. Z-312-003
NOT TO BE RECORDED

**A LICENSE AGREEMENT BETWEEN THE FOREST PRESERVE  
DISTRICT OF DUPAGE COUNTY AND THE VILLAGE OF HANOVER PARK  
PROVIDING FOR ACCESS ACROSS A PORTION OF  
THE HAWK HOLLOW FOREST PRESERVE**

THIS LICENSE AGREEMENT is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter the "District"), and the Village of Hanover Park, a municipal corporation (hereinafter "Licensee").

WITNESSETH:

WHEREAS, the District owns certain property commonly known as the Hawk Hollow Forest Preserve; and

WHEREAS, Licensee will be performing construction of a limestone trail connection within Hawk Hollow Forest Preserve; and

WHEREAS, Licensee has requested permission to utilize a portion of the Hawk Hollow Forest Preserve, consisting of an area of approximately 30 feet by 1,800 feet plus two (2) 50' x 100' staging and stockpile areas (hereinafter the whole referred to as the "License Area") to construct a 10' wide multi-purpose trail for preserve users to connect to the North Central DuPage Regional Trail; and

WHEREAS, the District finds that it is reasonable, necessary and desirable to grant

Exhibit 1

Licensee a temporary license to construct the limestone trail connection at Hawk Hollow Forest Preserve, strictly subject to the terms and conditions set forth herein; and

WHEREAS, the Executive Director is authorized to issue licenses pursuant to the authority conferred by the District's License and Easement Ordinance (Ordinance No. 96-096).

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, the parties agree as follows:

1. The recitals set forth above are incorporated herein and made a part of this Agreement.

2. The District hereby grants Licensee, its agents and its contractors a temporary license to construct a limestone trail at Hawk Hollow Forest Preserve as depicted in Exhibit "A", attached hereto and made a part hereof, (said portion hereinafter referred to as the "License Area") for the purpose of connecting preserve users to the existing regional trail. In consideration of the granting of this License, Licensee will cause its contractor to construct the limestone trail for the Public and District's benefit according to the terms of this agreement.

3. The District reserves the right in its discretion and at its cost to maintain, re-route, or designate alternative paths of access based on past, present and future restoration efforts in conjunction with upholding their mission of the District. Any deviation from the route must be approved by the District as this portion of Hawk Hollow Forest Preserve is part of a U.S. Department of Agriculture grant requiring grassland restoration for bird habitat.

4. The license granted herein shall automatically terminate upon the completion of the work to be performed by Licensee or its contractor on the License Area and the restoration of the License Area and acceptance of the trail construction and completion of any warranty work.

Exhibit 1

5. The Licensee shall notify the District's designated project representative, Karen Gray, at (630) 933-7237 no less than five (5) business days prior to commencing work in the License Area. Licensee shall make any sub- or independent contractor working in the License Area aware of the terms and conditions of this License and in their contract notify them that they are strictly subject to the terms and conditions of this License. Should the District's project representative determine that the Licensee or any of its sub or independent contractors work or activities in the License Area is inconsistent with, or in violation of the terms of this license, the representative will notify Licensee who will immediately investigate the concern and promptly reply to the representative. The DISTRICT may, if dissatisfied with the Licensee reply or its failure to promptly reply stop work in the License Area at the direction of the District's project representative until the issues associated with the work or activities are fully resolved. This remedy is non-exclusive and in addition to any other remedy set forth in this License Agreement or otherwise available in law or equity. The selection of any or all remedies shall be in the sole discretion of the party pursuing the remedy.

6. Licensee shall cause its contractors to construct the trail as depicted in Exhibit "B", attached hereto and made a part hereof.

7. Licensee shall cause its contractors to stage all heavy equipment outside the boundaries of the existing grass land habitat restoration area and prior to any heavy equipment entering the site it shall be power washed and free of invasive plant propagules. Confirmation of the power washing shall be provided to the District's project representative prior to the commencement of the work. The District's project representative may inspect any and all equipment at any time.

8. Prior to accessing the License Area, Licensee shall cause its contractors to coordinate with and meet on site with District staff, as necessary to ensure that the limits of construction,

Exhibit 1

staging areas, and routes of access of heavy equipment are appropriate and that high quality natural areas and locations of rare, threatened, or endangered species are avoided.

9. An EcoCAT consultation on the License Area shall be conducted per the terms of Illinois Department of Transportation's Environmental Survey Request (ESR). If the presence of nesting grassland birds or other species are found, as required by the Illinois Natural Areas Preservation Act (520 ILCS 30) and the Illinois Endangered Species Protection Act (520 ILCS 10), Work may be forbidden to occur between April 15 and August 15, unless emergency access is required. Emergency access authority shall be subject to the District's project representative's approval. Work occurring inside and outside of this window shall be dependent upon current conditions and shall be prohibited if it is believed that work could result in damage to Hawk Hollow Forest Preserve or compromise the breeding of endangered or threatened species, per the Acts.

10. The Licensee shall cause its contractors to confine all construction activity within the License Area. All debris resulting from the subsequent maintenance or repair of the License Area shall be legally disposed of off of District property. No construction personnel shall be permitted outside the designated areas while engaged in construction activities. All subsequent maintenance and repair work shall be confined to the License Area. Following the construction, all areas affected or disturbed by the construction shall be restored according to the specifications approved by the District. All restoration work shall be subject to the District's reasonable acceptance.

11. Licensee shall cause its contractors to promptly restore the License Area and repair any damage to other District property resulting, directly or indirectly, from the use of the License Area. All restoration and repair work shall be performed and completed in accordance with the specifications established by the District and shall be subject to the reasonable approval of the District's Executive Director or his designee. Damaged areas shall be restored using the grassland

Exhibit 1

restoration seed mix and restoration guidelines, attached as Exhibit "C". This seed shall be a locally sourced eco-type, with seed being collected from a source within 100 miles of DuPage County. The Licensee shall provide 48 hour notice before seeding and the District's project representative must be on site to collect seed labels prior to any seed being sowed. If erosion control blanket is deemed necessary by the District's project representative, it shall meet the specifications of Tensar / North American Green S75BN (twine netting, no plastic netting shall be accepted) or an approved equal.

12. The Licensee, its employees or agents, or any contractor or subcontractor engaged to perform work on the License Area shall not cause any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof. The Licensee and its contractors shall accordingly apply with paragraph 13 below.

13. In order to ensure that all affected areas are properly restored or repaired, including any damage occurring outside the boundaries of the License Area, Licensee shall cause its contractors to provide the District with a restoration bond in the form of a certified or cashier's check made Payable to the District in the amount of \$15,000.00. Such funds shall be released or refunded, without interest, upon the satisfactory restoration or repair of all affected areas and the acceptable thereof by the District. In the event Licensee's contractor fails to properly restore the License Area or repair any damage caused to areas outside the boundaries thereof within 14 days of the effective date of written notice from the District demanding the repair, the District shall have the right to take such action as it deems necessary to perform the restoration work or repair the damage, which shall include the authority to engage the services of an independent contractor and to utilize the restoration bond deposited with the District pursuant to this paragraph. If the costs and expenses incurred by the District in performing the restoration or repair work exceed the amount of

Exhibit 1

the restoration bond deposited with the District, Licensee shall cause its contractor to be responsible for reimbursing the District for the additional costs and expense in excess of the amount deposited within 10 days of service of the District's written demand of service.

14. Except as otherwise required by the District's Executive Director, Licensee shall cause its contractors to purchase and maintain during this Agreement insurance coverage which will satisfactorily insure Licensee and, where appropriate, the District against claims and liabilities which may arise out of the use of the License Area. Such insurance shall be issued by companies licensed to do business in the State of Illinois and approved by the District. The insurance coverages shall include the following:

- (A) Workers' compensation insurance with limits as required by the applicable workers' compensation statutes. The employer's liability coverage under the workers' compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.
- (B) Commercial general liability insurance protecting Licensee against any and all public liability claims which may arise in the course of using the License Area. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall include contractual liability coverage and an endorsement naming the District as an additional insured.
- (C) Commercial automobile liability insurance covering Licensee's owned, non-owned and leased vehicles which protects Licensee against automobile liability claims whether on or off the District's premises with coverage limits of not less

Exhibit 1

than \$1,000,000 each accident bodily injury/property damage combined single limit.

- (D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$1,000,000 aggregate bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the District as an additional insured or provide "following form" coverage.

15. Prior to commencing the Work, Licensee shall cause its contractors to furnish the District with certificates of insurance and, upon the District's request, copies of all insurance policies and endorsements thereto evidencing the coverages required under paragraph 14. The insurance certificates and policies shall provide that no cancellation or modification of the policy or policies shall occur without at least 30 days' prior written notice to the District. Licensee shall not enter upon the License Area until evidence of the required insurance has been received and approved by the District.

16. The Licensee shall obtain all necessary permits or other approvals required for accessing of the License Area and constructing the recreational trail improvements. The Licensee and its contractors shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the License Area or exercises any rights conferred under this Agreement. The Licensee shall also comply with all applicable District ordinances now in force or hereafter enacted, provided, however, that in no event shall the Licensee owe any additional fees or costs under this Agreement.

17. The District shall not be responsible for or have control over the construction means,

Exhibit 1

methods, techniques or procedures with respect to the project work, subsequent maintenance or repair work performed on the License Area. In no event shall the District be responsible for or have any obligation with respect to the safety of any person performing work on the License Area, including, but not limited to, the employees of the Licensee or of any contractor, subcontractor, agent or consultant.

18. The Licensee shall promptly pay all costs and expenses relating to the construction of the recreational trail or to any subsequent maintenance or repair work performed on the License Area and shall not allow any liens on District property as a result of the work. The Licensee shall defend, indemnify and hold the District harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

19. Indemnification as to District and or Licensee is set forth in the intergovernmental agreement between the parties. Licensee shall cause its contractor to defend, hold harmless, and indemnify the District and all of its officers, agents, employees and elected officials from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred by the District as a result of bodily injury, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions of Licensee, its contractor or contractors agents or subcontractors pertaining to the use of the License Area or the negligent or intentional acts or omissions of any independent contractor or subcontractor that is engaged and permitted to utilize the License Area.

20. In the event Licensee breaches any provision contained herein, the District may immediately terminate this Agreement by serving written notice as provided for in paragraph 22. A

Exhibit 1

waiver by the District of any breach of one or more of the terms of this Agreement on the part of Licensee shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of the District to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping the District from enforcing full compliance with the provisions herein. No delay, failure or omission of the District to exercise any right, power, privilege or option arising from any breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, privileges and remedies given the District under this Agreement and by law shall be cumulative.

21. All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; (b) by facsimile transmission during regular business hours; or (c) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served upon the District shall be directed to the Executive Director, Forest Preserve District of DuPage County, 3 South 580 Naperville Road, Wheaton, Illinois 60189. Notices served upon Licensee shall be directed to Village President, Village of Hanover Park, 2121 Lake Street, Hanover Park, Illinois 60133. Notices served personally or by facsimile transmission shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

22. Prior to commencing work the Licensee shall designate and provide to the District's project representative the name and telephone number of the Licensee's project representative who

Exhibit 1

shall be available to the District's project representative Mondays through Fridays 8:00 a.m. to 4:30 p.m.

23. Licensee shall not record this Agreement, or any memorandum or other document referring hereto, without the written consent of the District's Executive Director.

24. This Agreement shall be construed in accordance with the laws of the State of Illinois. This agreement is a license and shall not be construed as an easement or a lease. The parties agree that any construction or determination of this license agreement as an easement or lease will result in its immediate termination except for the Licensee's obligation to fully restore the licensed and adjacent areas in conformance with the terms set forth herein.

25. The provisions set forth herein represent the entire agreement between the parties and may not be modified or changed in any respect unless such modification or change is in writing and signed by both parties.

26. Exclusive jurisdiction and venue for any dispute related directly or indirectly to this License shall be in the Eighteenth Judicial Circuit Court, Wheaton, DuPage County, Illinois.

**[Signatures contained on the following page.]**

Exhibit 1

IN WITNESS WHEREOF, the parties have entered into this License Agreement as of the

7th of June, 2016.

FOREST PRESERVE DISTRICT OF  
DuPAGE COUNTY  
(Mailing Address)  
P.O. Box 5000  
Wheaton, IL 60189-5000

(Street Address)  
3 South 580 Naperville Road  
Wheaton, IL 60189-8761

BY: [Signature]  
Executive Director

ATTEST: Judette A. Malachuk  
Secretary

VILLAGE OF HANOVER PARK  
2121 Lake Street  
Hanover Park, IL 60133

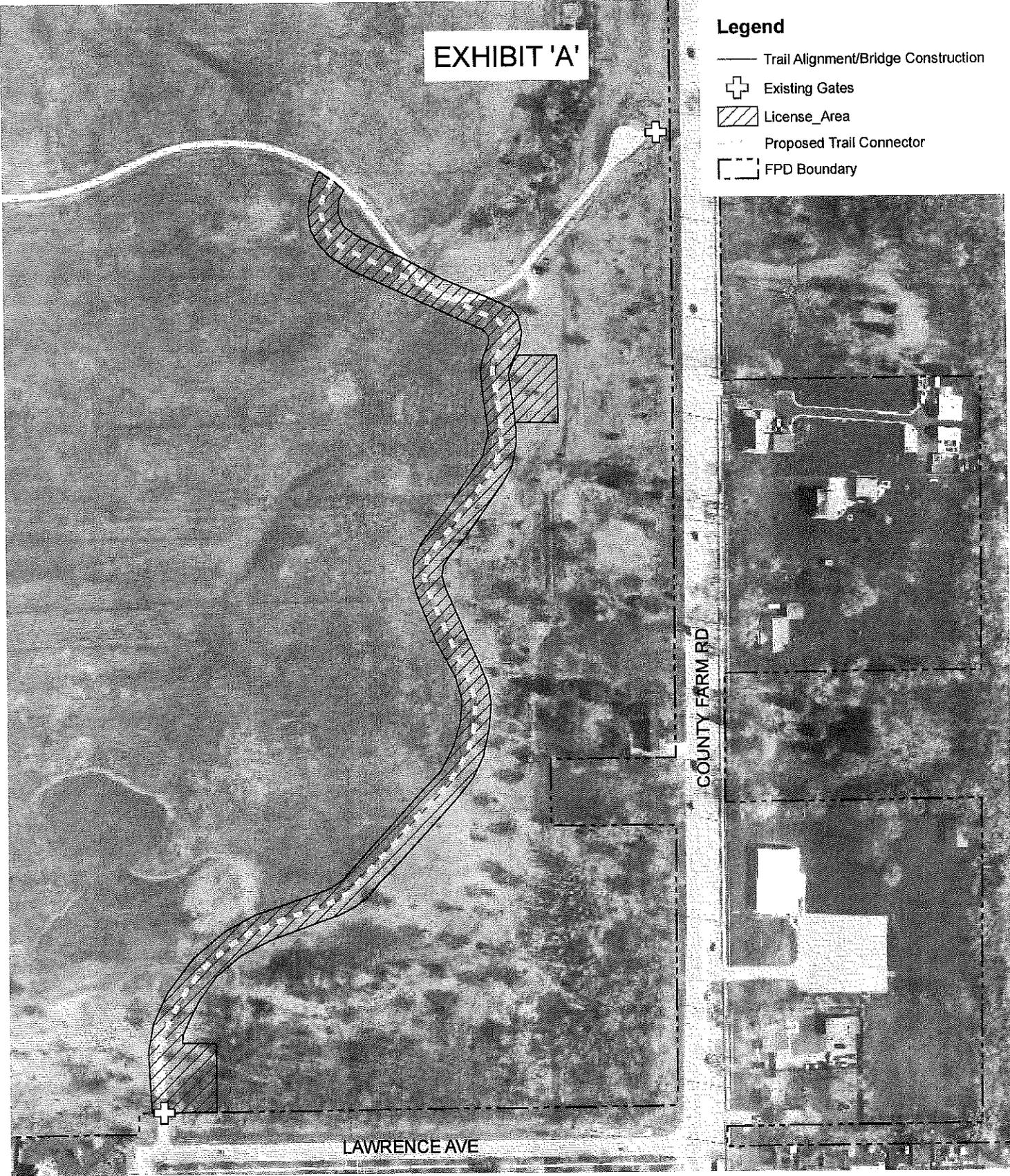
BY: [Signature]  
Title: Village President

ATTEST: [Signature]  
Title: Village Clerk

# EXHIBIT 'A'

## Legend

- Trail Alignment/Bridge Construction
- + Existing Gates
- ▨ License Area
- - - Proposed Trail Connector
- - - FPD Boundary



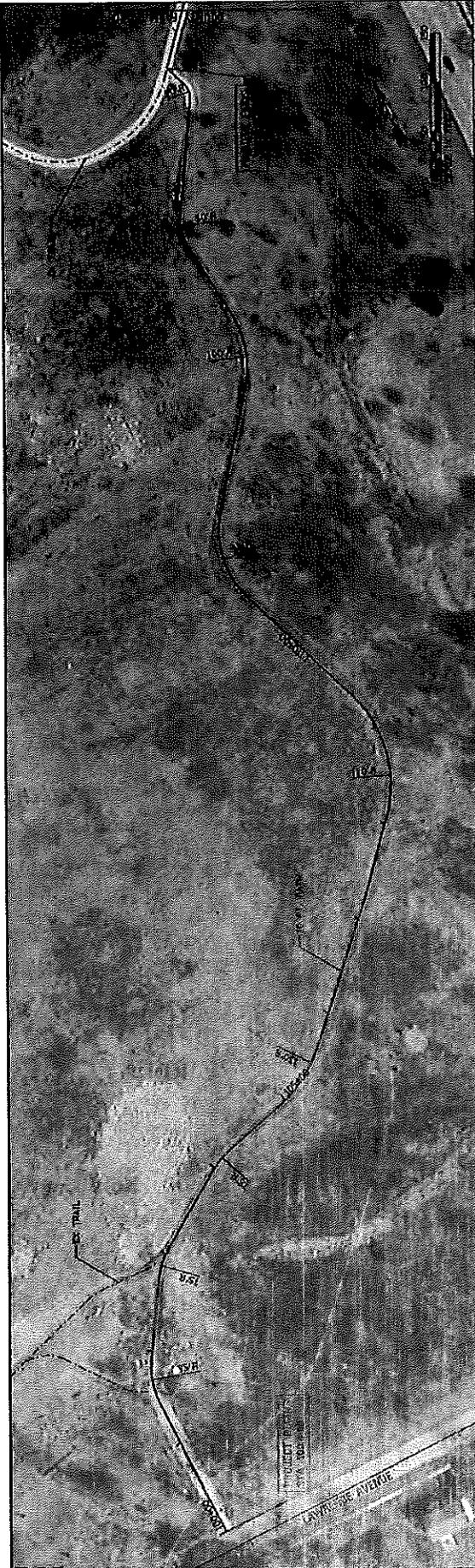
## Hawk Hollow Forest Preserve Trail IGA

Between the Village of Hanover Park and the Forest Preserve District of DuPage County

May 3, 2016



# EXHIBIT 'B'



STATION	ELEVATION	SECTION NO.	CONTRACT NO.
117+00		117-00	
116+00		116-00	
115+00		115-00	
114+00		114-00	
113+00		113-00	
112+00		112-00	
111+00		111-00	
110+00		110-00	
109+00		109-00	
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CONTRACT NO. 117-00  
 SECTION NO. 117-00  
 SHEET NO. 69  
 SCALE 1:500  
 DATE 11/17/11  
 DRAWN BY  
 CHECKED BY  
 APPROVED BY

# EXHIBIT 'C'

## Hawk Hollow Grassland Bird Habitat Restoration

### Seed Mix Lists

For Restoration of Open Areas:

Scientific Name	NRCS Req. PLS oz/acre
<i>Asclepias tuberosa</i>	1
<i>Aster novae angliae</i>	0.5
<i>Baptisia leucantha</i> *	1.25
<i>Bouteloua curtipendula</i>	48
<i>Petalostemum candida</i> *	3
<i>Petalostemum purpureum</i> *	2
<i>Echinacea pallida</i>	1.5
<i>Elymus canadensis</i>	48
<i>Eryngium yuccifolium</i>	0.5
<i>Heliopsis helianthoides</i>	0.15
<i>Koeleria macrantha</i>	0.48
<i>Liatris aspera</i>	1
<i>Monarda fistulosa</i>	0.35
<i>Penstemon digitalis</i>	1
<i>Ratibida pinnata</i>	1.25
<i>Rudbeckia hirta</i>	1.25
<i>Andropogon scoparius</i>	160
<i>Silphium laciniatum</i>	0.35
<i>Silphium terebinthinaceum</i>	0.35
<i>Sporobolus heterolepis</i>	1.6
<i>Zizia aurea</i>	0.35
Seed Oats (Cover Crop)	480

\* Species specific inoculant required

For restoration adjacent to trails:

Scientific Name	NRCS Req. PLS oz/acre
<i>Asclepias tuberosa</i>	1
<i>Baptisia leucantha</i> *	1.25
<i>Bouteloua curtipendula</i>	48
<i>Petalostemum candida</i> *	3
<i>Petalostemum purpureum</i> *	2
<i>Echinacea pallida</i>	1.5
<i>Elymus canadensis</i>	48
<i>Koeleria macrantha</i>	0.48
<i>Liatris aspera</i>	1
<i>Penstemon digitalis</i>	1
<i>Rudbeckia hirta</i>	1.25
<i>Andropogon scoparius</i>	160
<i>Sporobolus heterolepis</i>	1.6
<i>Zizia aurea</i>	0.35
Seed Oats (Cover Crop)	480

\* Species specific inoculant required

## **SEED MIX INSTALLATION, MAINTENANCE AND MANAGEMENT**

### **DESCRIPTION**

This work shall consist of the INSTALLATION, MAINTENANCE AND MANAGEMENT of the complete project area consisting of the Limits of Disturbance. The Contractor is required to provide MAINTENANCE and MANAGEMENT of the project until written Project Acceptance by the Village and the District. The project shall not be accepted by the District until Performance Standards as outlined in this document are met.

The following sub-categories of MAINTENANCE AND MANAGEMENT will be referred to in this special provision:

1. SELECTIVE HERBICIDE APPLICATION
2. MOWING
3. SEEDING & SUPPLEMENTAL SEEDING
4. PERFORMANCE STANDARDS

### **QUALIFICATIONS**

Work associated with this project occurs in and near highly sensitive environments, including stream, wetland, prairie, and/or woodland communities. The work at all levels of involvement is to be performed by qualified firms with individuals having the expertise necessary to perform the assigned tasks with the skill and precision appropriate to work in these highly sensitive environments.

**Contractor Qualifications:** Qualified CONTRACTORS must demonstrate prior experience working in natural areas with sensitive resources, specifically native seed installation and attainment of associated performance projects. The DISTRICT will accept only CONTRACTORS that have successfully achieved vegetation performance standards on one or more restoration projects involving the installation of seed. Resumes shall be supplied prior to start of work.

**Contractor Staff Qualifications:** CONTRACTOR must have a qualified Field Supervisor or Construction Coordinator on staff to supervise the day to day onsite implementation and quality control of each phase of the project and be responsible for the proper installation of all features as indicated on the Plan Set. This individual will work closely with PROJECT REPRESENTATIVE. He/she will be expected to keep the crew working in an efficient and safe manner with appropriate Personal Protective Equipment (PPE) worn as applicable, make sure the proper equipment is available and in good working order when needed by the crew. This person shall be a spokesperson on behalf of the CONTRACTOR, must have five (5) years' experience with similar construction projects and similar ecosystems/habitat types. He/she shall directly perform in-field supervision of all aspects of construction and ecological management including heavy equipment operators, laborers, planting crews, etc. The Field Supervisor will be required to be onsite during all aspects of the project implementation.

CONTRACTORS must have adequate numbers of qualified Ecological Field Crew on staff to provide the day to day onsite implementation of each phase of the project and achieve deadlines. All field crew shall have demonstrated experience with similar Regional Midwest ecosystems/habitat type construction/restoration, working knowledge and understanding of basic ecology and restoration principles, working knowledge of the latest most effective and selective methods/materials/herbicides for providing quality ecological restoration, understanding of effective timing for successful target species application methods, shall possess a current and valid State of Illinois Pesticide Operator License, and shall demonstrate extensive and accurate field identification skills of local and invasive flora. Ecological Field Crew shall perform installation of seed, removal of invasive species, herbicide control of invasive species, and ecological management of site. The Ecological Field Crew will be under the direct

supervision of the Field Supervisor and/or Restoration Ecologist during all aspects of the project implementation.

**SCHEDULE**

This work will consist of a minimum of one full growing season (April through October) of maintenance and management to establish the seeded areas. If PERFORMANCE STANDARDS are not met after the first full growing season, additional maintenance tasks may be required.

**TABLE 1**  
Construction and Repair Schedule

	Dates	Maintenance and Management
Initial Construction	Per Construction Contract	Year 0
<b>Repair to District Property</b>		
Seed Preparation Herbicide	As specified	Year 0 or 1
Seeding	October 1 <sup>st</sup> - December 1 <sup>st</sup>	Year 0 or 1
Maintenance and Management	Throughout the Year as Specified and Necessary	Year 1 Year 2 Year 3

**TABLE 2**  
Maintenance Tasks Schedule \*

Tasks	Frequency Per Season	Approximate Dates	Maintenance and Management
Site Wide Selective Herbicide Application	4	April - October	Year 1, 2, 3 - As necessary
Broadcast Field Mowing	4	June - September	Year 1 & 2 - As necessary
Selective Mowing / Herbaceous Brush Cutting	2	June - September	Year 2 & 3 - As necessary
Supplemental Seeding	1	October - December	As necessary

\* Maintenance tasks shall be performed when PERFORMANCE STANDARDS have not been met at the end of the first full growing season and shall be continued until PROJECT ACCEPTANCE, unless otherwise Requested in Writing By Contractor and APPROVED BY THE DISTRICT.

**1. HERBICIDE APPLICATION**

**DESCRIPTION**

The work consists of application of appropriate herbicide products that shall be utilized for spraying or wicking using handheld, backpack sprayers, and/or by all-terrain vehicles equipped with boom and/or

gun sprayers/wickers to eradicate target weeds without damaging adjacent native plants. All herbicides shall be utilized per manufacturer's label and recommendations.

#### TYPES OF HERBICIDE APPLICATION

1. Seed Preparation Herbicide: Shall be implemented to control weeds prior to seed installation. An aquatic Glyphosate produced shall be used.
2. Selective Herbicide Application: Shall be used at appropriate times as need throughout the project to control weeds during the maintenance period.

#### HERBICIDE APPLICATION AND RECORD KEEPING REQUIREMENTS

Contractor or any subsequent Subcontractor applying pesticide shall comply with the Illinois EPA requirements for point source discharges under NPDES Pesticide General Permit No. ILG87 (hereinafter the "Permit").

With the recent implementation of the Permit, all pesticide applicators are required to submit a Notice of Intent (hereinafter "NOI") to the Illinois EPA if they are planning on applying any pesticides to Waters of the United States. The Permit requires detailed records and annual reports be kept on every pesticide application made to Waters of the U.S. This information includes dates, locations, application methods, products, product amounts, applicator name(s), and target species for each application.

As proof of compliance with the Permit, the Contractor shall provide a copy of their NOI to the Village and the District prior to beginning work. No pesticide work shall commence until the Contractor's NOI document has been received by the Project Representative. The Contractor shall also submit all pesticide application records made in accordance with this project to the Project Representative at the end of each day that pesticide application has occurred.

The NOI requires that each applicant conduct an EcoCAT consultation with the Illinois Department of Natural Resources (IDNR) to determine if protected resources, including endangered and threatened species, are in the vicinity of the project. The District has entered into a Memorandum of Understanding with IDNR that gives authority to District Ecology staff to perform internal EcoCAT consultations for activities on District property. Prior to the commencement of work, the District shall perform an internal consultation for the proposed project. The Contractor can satisfy the EcoCAT requirement by performing work in accordance with these guidelines. Therefore, each Contractor may check "Yes" in the appropriate box of their NOI for consultation related to pesticide work conducted on District property for the duration of the project. The above consent does not apply to sites that are outside the boundaries of the District, and additional consultation with IDNR is required for pesticide applications to such sites.

An example Herbicide Data Log Sheet has been included at the end of this document to assist the Contractor in collecting and submitting the District required records.

NPDES Pesticide General Permit application documents can be found at the following website: <http://www.epa.state.il.us/water/permits/pesticide/forms.html>

Contractor shall utilize the Herbicide Data Log Sheet included in this document (log sheet may be copied) to record time spent applying herbicide, weather conditions, and amount of product applied. It is necessary to record herbicide usage to the nearest ounce, to indicate if basal oil, colorant or other additives were used. The Contractor is required to return all log sheets upon completion of the project. Herbicide Data Log Sheets shall **not** serve as an invoice.

### HERBICIDE MATERIALS

All herbicide material shall be District approved prior to use.

### HERBICIDE QUALIFICATIONS

Herbicide shall be applied by State Licensed Operator or Applicator with familiarity and experience conducting weed eradication within natural areas and wetlands. Copies of the valid herbicide applicator or operate license must be supplied to the District prior to the start of any herbicide application. A licensed Operator or Applicator must be on site daily to properly supervise herbicide application. Contractor shall perform herbiciding activities necessary to achieve project performance standards.

### HERBICIDE MIXING AND FILLING

Filling of containers or mixing of herbicides shall be done at a point away from any natural area, trees, shrubs, herbaceous or woody growth, or body of water. A tarp beneath a catch basin shall be utilized to guard against any spills being leaked onto the ground. All mixing shall be done in or directly above the catch basin. Cleaning of all herbicide equipment or storage containers shall be done away from District Property or any surrounding area. A significant supply of chemical absorbent shall be available for spill containment. **Any spill will be treated with absorbent and reported to the Forest Preserve District's Project Representative at once. The telephone number is (630) 933-7237.**

### CONTAINMENT

A spill kit or kits, or other herbicide containment supplies shall be accessible to each individual applying herbicide. Containment kits and supplies must be capable of containing 100% of the storage totals and be maintained within 500 yards of the area of application.

### WATER SOURCE

Water shall be brought to the site by the Contractor.

### CONDITIONS AFFECTING APPLICATION

Herbicide drift should be minimized by not applying herbicide in unsuitable weather conditions and by using low-pressure spray techniques. Herbicide should not be applied to the bark of target species if the bark is wet or if rain or snow prohibits proper application.

### ADJUVANTS & COLORANTS

An applicable adjuvant and tracer colorant shall be in all chemical mixes. The Contractor shall inform the Owner of the color to be used.

### PERSONAL PROTECTIVE EQUIPMENT (PPE)

Herbicide applicators and operators should use all applicable and standard personal protective equipment during this work.

### MSDS REQUIREMENTS

Herbicide applicators shall have on the premises the appropriate herbicide labels and Material Safety Data Sheets (MSDS) for the chemicals being applied.

### HERBICIDE SIGNS

The Contractor will post a minimum of 3 signs designating the areas which have been treated by herbicide. The signs will be reposted daily by the Contractor as work progress through the site. The signs will remain in place for at least 72 hours after the last herbicide application then removed

promptly after the "Restricted Entry Interval" has expired. Signs will be provided by the Contractor as well as a means for displaying them.

### CONTRACTOR'S GUARANTEE

A minimum of one pre-seed herbicide application shall be performed site wide to achieve a minimum of 90% control of invasive species specific. A minimum of 4 visits per growing season will be required per calendar year in each seasonal period (Early Spring from March 15 through May 1, Early Summer from May 15 through June 30, Late Summer from July 15 through September 1, and Fall from September 15 through November 1) for SELECTIVE HERBICIDE APPLICATION, until Project Acceptance. One seasonal period visit constitutes a pass through all project areas seeking out invasive species as noted in the Non-Native/Invasive Species target species list (see Performance Standards section of this document) to achieve a minimum of 80% control of invasive species specific to the seasonal period with each visit. In addition Critical Target Invasive Species shall be controlled as specified in Performance Standards, Note 4. Contractor shall identify and inform Project Representative what species shall be targeted during each seasonal visit. If the required control of these species is not achieved, the Contractor shall make another visit within the specific seasonal period in order to meet the required control rates, which shall be at no additional cost to the District. This list does **not** constitute a full list of invasive species and the Contractor shall be responsible to control additional invasive species as dictated by the Forest Preserve District's Project Representative.

### SUBMITTALS

Provide a list of all herbicides to be used, herbicide applicator's licenses or certificates, permit, IEPA NOI, and all Herbicide Data Log Sheets.

## **2. MOWING**

### DESCRIPTION

This work shall consist of completing a Broadcast Field Mowing and/or Selective Mowing/ Herbaceous Brush Cutting at minimum as directed in Table 2 over all areas to manage invasive species and reach PERFORMANCE STANDARDS.

### SCHEDULE

If necessary, to meet performance standards to establish seed, as directed by the Project Manager, a Broadcast Field Mowing cycle will occur in Maintenance and Management Year 1 & 2 and a Selective Mowing / Herbaceous Brush Cutting cycle will occur in Maintenance and Management Year 2 & 3 to reduce annual/biennial/non-native dominance and to establish the native seeding. Broadcast Field Mowing should be maintained to a mowed height of 8 to 12 inches between April 1st and September 30th, or as directed by the Engineer, to manage weedy, invasive species and allow for the establishment of native, seeded species.

### EQUIPMENT

**Equipment shall be blown clean, then pressure washed each time before entering District Property to be free of invasive plant propagules and invasive fauna.**

The Contractor shall keep all mowing equipment sharp and properly equipped for operation. 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.

## METHOD

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 of the IDOT *Standard Specifications for Road and Bridge Construction*. Damage to the turf, such as ruts or wheel tracks more than 2 inches in depth, or other plantings or trail appurtenances caused by the mowing operation shall be repaired and the Contractor's expense.

### **3. SEEDING & SUPPLEMENTAL SEEDING**

#### DESCRIPTION

Initial SEEDING shall occur as soon as possible after the construction has been completed and fall within the seeding window. **All native seed shall have a genotype from within 100 miles of DuPage County. Documentation shall be provided to the District by providing seed tags from the provided seed.**

SUPPLEMENTAL SEEDING shall be installed within areas that contain voids of desirable native species during the MAINTENANCE AND MANAGEMENT period. SUPPLEMENTAL SEEDING is intended to be used when the PERFORMANCE STANDARDS are not being met. SUPPLEMENTAL SEEDING shall be installed within the designed planting zones as appropriate.

#### SCHEDULE

A SUPPLEMENTAL SEEDING shall occur as necessary and on any scale as remedial activity to meet PERFORMANCE STANDARDS.

#### SEED MIXES

Species lists and quantities shall be found within this document. Prior to installation, the Owner shall review any species substitutions and reserves the authority to deny use of any species if deemed inappropriate for the site.

#### METHODS

Refer to additional special provisions to be provided by the Owner under separate cover for detailed on seeding application methods.

### **4. PERFORMANCE STANDARDS**

#### DESCRIPTION

The following PERFORMANCE STANDARDS as listed below must be achieved as specified within the Limits of Disturbance. Standards for performance purposes are include with each standards and shall be applied as applicable.

#### Sitewide Standards:

1. A temporary cover crop shall be planted on all soils exposed to prevent soil erosion prior to permanent re-vegetation within 3 months following completion of earthwork operations. Throughout the duration of the project no area shall exhibit erosion of soil and/or installed seed.

2. By the end of the growing season, the project shall not contain areas greater than 0.5 square meters devoid of herbaceous vegetation (excluding emergent and open water areas) as measured by ocular estimate. This performance shall be sustained throughout the remainder of the project.
3. At any time, through the duration of the project, no area greater than 1 square meters shall be dominated by non-native/invasive species as measured by ocular estimate.
4. The following Critical Target Species shall be herbicide controlled and prevented from producing viable seed at the following minimum control rates with each herbicide maintenance visit throughout the entire Maintenance and Management period.

Critical Target Invasive Species	Required Control
<i>Dipsacus species</i> – Teasel	100%
<i>Lythrum salicaria</i> – Purple loosestrife	100%
<i>Phragmites australis</i> – Common Reed	100%
<i>Phalaris arundinacea</i> – Reed Canary Grass	95%

5. At the end of the growing season, none of the three most dominant plant species shall be non-native/invasive species as defined below.

**Non-Native/Invasive Species target species list (include, but are not limited to):**

<i>Abutilon theophrasti</i>	Velvet Leaf
<i>Alliaria petiolata</i>	Garlic Mustard
<i>Ambrosia artemisiifolia elatior</i>	Common Ragweed
<i>Ambrosia trifida</i>	Giant Ragweed
<i>Arctium minus</i>	Common Burdock
<i>Bromus inermis</i>	Smooth Brome
<i>Cirsium species</i>	Bull & Field Thistles
<i>Coronilla varia</i>	Crown Vetch
<i>Centaurea biebersteinii</i>	Spotted Knotweed
<i>Daucus carota</i>	Queen Anne's Lace
<i>Digitaria ischaemum</i>	Smooth Crab Grass
<i>Dipsacus species</i>	Teasel
<i>Echinochloa crusgalli</i>	Barnyard Grass
<i>Euphorbia esula</i>	Leafy Spurge
<i>Festuca elatior</i>	Tall Fescue
<i>Lonicera species</i>	Honeysuckle
<i>Lespedeza cuneata</i>	Sericea Lespedeza
<i>Melilotus species</i>	Sweet Clover
<i>Lythrum salicaria</i>	Purple Loosestrife
<i>Panicum capillare</i>	Old Witch Grass
<i>Phalaris arundinacea</i>	Reed Canary Grass
<i>Phragmites australis</i>	Common Reed
<i>Plantago major</i>	Common Plantain
<i>Poa compressa and pratensis</i>	Kentucky bluegrass

<i>Polygonum cuspidatum</i>	Japanese Knotweed
<i>Rhamnus cathartica</i> and <i>Frangula alnus</i>	Buckthorn
<i>Rosa multiflora</i>	Multiflora Rose
<i>Rumex crispus</i>	Curly Dock
<i>Setaria species</i>	Foxtail Grass
<i>Salix interior</i>	Sandbar Willow
<i>Sonchus uliginosus</i>	Common Sow Thistle
<i>Trifolium pretense</i>	Red Clover

# Herbicide Log Sheet

Revised 1/2012

Year: 2012

Target Species: \_\_\_\_\_

Work Order # \_\_\_\_\_

(if applicable): \_\_\_\_\_

Department/Crew \_\_\_\_\_

ROJ Date	Preserve Name, Ecosystem Unit, Location	Application Method/Equipment	% Concentrate Mix and Product	Amt Used (gal, oz)	Operator Name(s)	Treating wetland or shoreline? * Circle one	Notes (e.g. unexpected weather or other events)
Example 5/12	Fischer Woods - EFI03 - NE corner	Foliar spot spraying, backpack	0.4% Transline 1% Garlon 4	2 $\frac{\text{X}}{\text{---}}$ gal $\frac{\text{---}}{\text{---}}$ oz	JM, JJ, EF	Wetland Shoreline: $\frac{\text{---}}{\text{---}}$ lin. ft.	none
				$\frac{\text{---}}{\text{---}}$ gal $\frac{\text{---}}{\text{---}}$ oz		Wetland Shoreline: $\frac{\text{---}}{\text{---}}$ lin. ft.	
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\*Wetland - Areas in standing water, marshy habitat, or moist soil (no standing water) with wetland plants within the perimeter of the shoreline. Call Tom Veit at 630-871-6426 with questions.  
Shoreline - At the "edge of water"; perimeter where wetland plants are present but standing water is absent. Please record estimated length of treatment site in linear feet on datasheet.

MAINTENANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That (Contractor Name & Address)  
as Principal, hereinafter called Contractor, and (Name of Bonding Agency)  
(Address of Bonding Agency), as Surety, hereinafter called Surety, are held and firmly bound unto Forest Preserve District of DuPage County 38580 Naperville Road Wheaton, IL 60189, as Obligee, hereinafter called Owner, in the penal sum of 10% of the final Contract Amount Dollars, (\$Bond Amount), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements:

Project Name & Preserve, Project Number, Contract Number

in accordance with the General Conditions, the Drawings and Specifications which plans are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of One (1) Year from the date of substantial completion of the work provided for in the Plans, or as modified by subsequent contract change orders, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

(Signature of Official Public Notary & Seal)

\_\_\_\_\_  
Principal (Seal)

By: \_\_\_\_\_  
Title

(Name of Bonding Agency & Seal)  
Surety

By: \_\_\_\_\_  
Title

(Signature & Attach Power of Attorney)

# Transmittal Letter

June 9, 2016

**Forest Preserve District of DuPage County**

3 South 580 Naperville Road  
 Wheaton, IL 60189-8761  
 Phone: 630.933.7200  
 Fax: 630.933.7686



Mailing Address:  
 P.O. Box 5000  
 Wheaon, IL 60189-5000

To:  
**Village President**  
 Villiage of Hanover Park  
 2121 Lake Street  
 Hanover Park, IL 60133

**Attention:** Villiage President  
**Re:** North Central DuPage Regional Trail  
**Project Number:** Z-312-003

We are sending you			
<input type="checkbox"/> Attached	<input type="checkbox"/> Under Separate Cover via: [Type text here] the following:		
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans	X Other: Signed IGA copy. Hawk Hollow Trail
<input type="checkbox"/> Copy of Letter	<input type="checkbox"/> Change Order	<input type="checkbox"/> Samples	
<input type="checkbox"/> Total Quantity	<input type="checkbox"/> Reproducible	<input type="checkbox"/> Specifications	

Sent Via:			
<input type="checkbox"/> Standard Mail	<input type="checkbox"/> Overnight	<input type="checkbox"/> Fax	<input type="checkbox"/> Other

Copies	Quantity	Date	Description

These are transmitted as checked below		
<input type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit copies for approval
x For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit [#] copies for distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return [#] corrected prints
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/> Revise and Resubmit/Work May Not Proceed	
<input type="checkbox"/> FOR BIDS DUE:	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN	

**Comments:**  
 Please Contact Karen Gray with any questions: [kgray@dupageforest.org](mailto:kgray@dupageforest.org)

**Copy to:**

Karen Gray	_____
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