



Invitation to Bid **25-155**

Beau Ridge North Water Main Improvements

ELECTRONIC BIDDING

The City of Aurora, IL will accept sealed bids via the
City's E Procurement System, OpenGov
(<https://procurement.opengov.com/portal/aurorail>)

BIDDER'S CERTIFICATION

Return with Bid

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.
- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

Subscribed and Sworn to

TELEPHONE (____) _____

Before me this ____ day

of _____, 2025

Notary Public

Return with Bid

STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER’S TAX CERTIFICATION

(BIDDER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2025.

By _____
(Signature of Bidder’s Executing Officer)

(Print name of Bidder’s Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2025.

Notary Public

(SEAL)

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.

- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: _____

By: _____
(Signature)

Address: _____

Title _____

CITY OF AURORA, ILLINOIS INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Package; (b) execute a bond necessary for surety acceptable to the City of Aurora in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the schedule of prevailing wages for Kane County.

02. ACCEPTANCE OF BIDS

- a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**
- b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

- d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

- e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF BIDS

- a. **Bids must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. **Bids must be submitted electronically via the City's E Procurement System. There will be no exceptions!**

04. WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the advertised proposal opening time through the City's E Procurement System, the responding bidder may "un-submit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding bidder may submit another proposal at any time up to the deadline for submitting bid proposals prior to the opening.

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. No bid proposal will be opened or accepted, which is received after the time and date scheduled for the Bid Proposals to be received.

05. BID DEPOSIT

Each Bidder shall deposit with Bid a Bid guarantee consisting of a Bid bond payable to the order of the City, in an amount not less than five percent (5%) of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within ten (10) days after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Bidder, proper insurance certificates and a Performance and Payment Bond in one hundred percent (100%) of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.** Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Bidders. The Bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Bidder shall not be considered complete, until final inspection and acceptance by the City of the Bidder's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

06. BOND AND INSURANCE

The Bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the full contract price, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The Bidder awarded the project will need to provide performance and payment bonds for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Payment Bond shall be understood to mean the bond executed by the Bidder and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

The term Performance Bond shall be understood to mean the bond, executed by the contractor and his surety, guaranteeing complete execution of the contract.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

07. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the Bid proposal and contract in conjunction thereto.

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a Bid is responsible for examining the complete Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the contract, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to the bidding. The submission of a Bid shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Bid Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies. Before any award is made of the contract to the Bidder, the Bidder may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. **Prequalification of Bidders as contained in the Illinois Department of Transportation Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" is required on this project.** The City may, at its option, disqualify a Bidder and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.

- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**
- **From the issuance of this document through the execution of the award, potential vendors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents or elected officials.**

10. AWARD OF BID

It is the intent of the City to award a contract to the lowest responsive responsible bidder meeting specifications. The City reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

However, if the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

11. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.

12. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

13. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

Invoices MUST contain the Purchase Order Number, as issued by the City.

The successful Bidder shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!***

14. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

15. DEFAULT

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

16. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and

changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

17. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

18. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

Contractor and/or Bidder (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Bidder (as case may be) agrees that these warranties shall run to the City of Aurora, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

19. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the Bidder fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

20. SIGNATURES

Bid proposals must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the

successful Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

21. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

22. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

23. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Safety Data Sheet(s)" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

24. ROYALTIES AND PATENTS

Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the City harmless from loss on account thereof.

25. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

26. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

28. PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Bidder is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Bidder in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

29. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Bidder except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the

performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

30. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any

Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

31. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

32. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit proposers and encourages the successful contract bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

33. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or

proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

34. RESPONSIBLE BIDDER

Section 2-331(5) of the Aurora City Code requires that bidders for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

35. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

36. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Bidder shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Bidders Certification, and for all wage rate and hour regulations and applications.

37. GUARANTEE AND MAINTENANCE OF WORK

The Bidder shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to

insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

38. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within ten (10) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Bidder to execute the contract within ten (10) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

39. INSURANCE CERTIFICATES

At, or prior to, delivery of the signed contract, the successful Bidder shall deliver to the City the policies of insurance or insurance certificates as required by the contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Bidder may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Bid will be awarded to the next lowest Bidder or in the creation of a new Bid.

40. PERSONNEL AND EQUIPMENT

The Bidder shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Bidder shall provide identification of its personnel if requested by the City.

Any Bidder's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Bidder's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Bidder, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Bid.

41. TIME

Bidder shall schedule its Work and that of its subcontractors to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Bidder's sole remedy for delay shall be an extension in the contract time.

42. QUESTIONS

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, **but no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

No questions will be accepted or answered after the cut-off date/time.

It is the responsibility of the interested bidder to ensure they have received addenda, if any issued.

**CITY OF AURORA, IL
INVITATION TO BID**

SPECIFICATIONS

The Following Documents have been updated separately for your convenience.

- **Beau Ridge North Water Main Improvements – Special Provisions**
- **Beau Ridge North Water Main Improvements – Plans**

CITY OF AURORA, ILLINOIS

REFERENCES

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

.....

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: _____

To place an order:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
SUB-CONTRACTOR LIST

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Company _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ day of _____, 2025 (“Effective Date”), for _____ is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ (“Bidder”), located at _____.

WHEREAS, the City issued an Invitation to Bid **25-155** _____; and

WHEREAS, the Bidder submitted a Bid Proposal in response to the BID and represents that it is ready, willing and able to perform the Services specified in the BID and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, _____, 2025, the City’s awarded a contract to Bidder.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents. The Agreement shall be deemed to include this document, Bidder’s response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 25-155

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services. Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. Term. **The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City.**

4. Compensation.

a. Maximum Price. In accordance with the Bidder’s Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the BID proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME _____

(SEAL)

By _____
President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____ (SEAL)

Contractor _____ (SEAL)



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
 - a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____

Denied: _____

Letter Sent: _____

Initials: _____

**CITY OF AURORA, ILLINOIS
INVITATION TO BID 25-155**

Beau Ridge North Water Main Improvements

SUBMITTAL CHECKLIST

In order to be considered responsive, Bidders must submit all of the following items in their **electronic bid proposal submission via the City's E Procurement System, OpenGov.**

Please include the following with your submission:

- Bid Deposit
 - **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov.**
- Bidder's Certification
- Bidder's Tax Certification
- Apprenticeship and/or Training Program Certification
- IDOT Prequalification Certification
- References
- Contact Information
- Sub-Contractors
- Agreement
- Local Vendor Preference Application (if applicable)

INDEX TO SPECIAL PROVISIONS

Provision *Title*
Number

ADMINISTRATION

[SP A.1](#) – ALTERATIONS TO PROJECT BY ENGINEER

[SP A.2](#) – ITEMS ORDERED BY ENGINEER

[SP A.3](#) – RESPONSIBILITY OF WORK

[SP A.4](#) – PUBLIC SAFETY AND CONVENIENCE

[SP A.5](#) – COMPLETION DATE

[SP A.6](#) – PERFORMANCE GUARANTEE OF WORK

[SP A.7](#) – WORK DAYS AND HOURS

[SP A.8](#) – INCIDENTAL WORK

[SP A.9](#) – PRE-CONSTRUCTION MEETING

[SP A.10](#) – NOTIFICATION

[SP A.11](#) – CONTROL OF MATERIALS

[SP A.12](#) – RECORD DRAWINGS

SAFETY

[SP S.1](#) – TRAFFIC CONTROL AND PROTECTION

[SP S.2](#) – RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND CONSTRUCTION METHODS

[SP S.3](#) – LOCATION OF UTILITIES

HOUSEKEEPING/SOIL EROSION & SEDIMENT CONTROL

[SP H.1](#) – SOIL EROSION CONTROL

[SP H.2](#) – DUST CONTROL AND DIRT ON PAVEMENT

[SP H.3](#) – CLEANING ALL STRUCTURES

[SP H.4](#) – ~~HEAVY SEWER CLEANING~~

[SP H.5](#) – DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL

[SP H.6](#) – HAZARDOUS SPILL REMEDIATION

GENERAL

[SP G.1](#) – MOBILIZATION

[SP G.2](#) – WATER FOR CONSTRUCTION PURPOSES

[SP G.3](#) – SURFACE RESTORATION

[SP G.4](#) – STRUCTURE TO BE ABANDONED

[SP G.5](#) – TRENCH BACKFILL, PIPE BEDDING, AND COVER

[SP G.6](#) – COMPACTION REQUIREMENTS

[SP G.7](#) – PIPE AND PRE-CAST CONCRETE STRUCTURES MATERIAL TESTS

[SP G.8](#) – ~~STRUCTURE TAPS~~

[SP G.9](#) – MAILBOX REMOVAL AND REINSTALLATION

[SP G.10](#) – ~~FIBER OPTIC CONDUIT~~

[SP G.11](#) – EXPLORATORY EXCAVATION

[SP G.12](#) – ~~REMOVE AND PLUG ABANDONED WATER SERVICE~~

[SP G.13](#) – TREE TRIMMING

[SP G.14](#) – TREE ROOT PRUNING

INDEX TO SPECIAL PROVISIONS

*Provision
Number* *Title*

STORM SEWERS

[SP ST.1](#) – STORM SEWERS

SANITARY SEWERS

[SP SN.1](#) – PVC PIPE MATERIAL AND TESTING

[SP SN.4](#) – SANITARY SEWER

[SP SN.5](#) – SANITARY SERVICE CROSSINGS

[SP SN.6](#) – SANITARY SERVICES AND TEE REPLACEMENT

WATER MAIN

[SP W.1](#) – WATER MAIN INSTALLATION

[SP W.2](#) – WATER SERVICE/WATER SERVICE RELOCATION

[SP W.3](#) – WATER MAIN AND WATER SERVICE CROSSINGS

[SP W.4](#) – WATER MAIN LOWERING

[SP W.5](#) – GATE VALVE AND VALVE BOX FOR WATER MAINS

[SP W.6](#) – VALVE IN VALVE VAULT

[SP W.7](#) – CONNECTIONS TO EXISTING WATER MAINS

[SP W.8](#) – FIRE HYDRANT ASSEMBLY

[SP W.9](#) – FIRE HYDRANT REMOVAL

[SP W.10](#) – PRESSURE TESTING WATER MAINS

[SP W.11](#) – PROTECTION AGAINST CORROSION

[SP W.12](#) – FLUSHING OF WATER MAINS

[SP W.13](#) – REQUIREMENTS OF CHLORINE

[SP W.14](#) – LINE STOP

[SP W.15](#) – DIRECTIONAL DRILLING WATER MAIN INSTALLATION

[SP W.16](#) – DISCONNECT AND ABANDON EXISTING WATER MAIN CONNECTION

RESTORATION

[SP R.1](#) – SAW CUTTING

[SP R.2](#) – TEMPORARY DRIVEWAY SURFACE, AND TEMPORARY PAVEMENT SURFACE

[SP R.3](#) – HOT MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT

[SP R.4](#) – HOT-MIX ASPHALT PAVEMENT SURFACE COURSE

[SP R.5](#) – PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

[SP R.6](#) – HOT MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

[SP R.7](#) – COMBINATION PCC CURB AND GUTTER

[SP R.8](#) – PCC SIDEWALK REMOVAL AND REPLACEMENT, 5” AND DETECTABLE WARNINGS

[SP R.10](#) – SEEDING – AURORA MIX

CITY OF AURORA SPECIAL PROVISIONS

Revised 2/2025

The following Special Provisions supplement the Instruction to Bidders, the City of Aurora General Specifications, the Illinois Department of Transportation's Standard Specifications For Road and Bridge Construction (herein after called the Standard Specifications), the City of Aurora's Standard Specifications for Improvements, the Supplemental Specifications and Recurring Special Provisions, the Standard Specifications for Water And Sewer Main Construction in Illinois, Seventh Edition, the Standard Specifications for Traffic Control Items, Part 890 of the Illinois Plumbing Code (77 IL Admin Code 890.1150) and the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways and the Illinois Supplement to the National Manual on Uniform Traffic Control Devices in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as the **Beau Ridge North Water Main Improvements, Bid 25-155** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

Name: Beau Ridge North Water Main Improvements

Location: Beau Ridge North Subdivision, north of Sullivan Road this includes Lincolnshire Ave, Tinley Dr, Cambridge Ave, Springbrook Dr, Calico Dr, Hollycrest Ave, Cloverdale Pl, and Sandy Ln.

Proposed Improvement: Installation of 5,965 of 8" Ductile Iron water main and other miscellaneous appurtenances all in accordance with the Plans and specifications.

SUMMARY OF 2025 MAJOR SPECIAL PROVISION REVISIONS:

- **SP A.12 – RECORD DRAWINGS**
- **SP H.4 – HEAVY SEWER CLEANING**
- **SP G.4 –STRUCTURE TO BE ABANDONED**
- **SP G.12 – REMOVE AND PLUG ABANDONED WATER SERVICE**
- **SP SN.2 – CUT PROTRUDING TAP**
- **SP SN.3 – CURED IN PLACE PIPE SEWER LINING**
- **SP SN.19 – CCTV SEWER INSPECTION**
- **SP SN.23 – DISCONNECT AND ABANDON EXISTING SEWER CONNECTION**
- **SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION**
- **SP W.10 – PRESSURE TESTING WATER MAINS**
- **SP W.16 – DISCONNECT AND ABANDON EXISTING WATER MAIN CONNECTION**

SP A.1 – ALTERATIONS TO PROJECT BY ENGINEER

The Engineer reserves the right to alter the Plans and details, extend or shorten the improvement, add such work as deemed necessary, increase or decrease the quantities of work to be

performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard Specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

SP A.2 – ITEMS ORDERED BY ENGINEER

When additional work not included in the Contract, is requested in writing by the Engineer, this additional work shall be measured and paid for in accordance with Sections 104 and 109 of the IDOT Standard Specifications, as modified by these special provisions.

Payment for all additional work ordered by the Engineer in writing, which is deemed by the Engineer to be eligible for payment and is not covered by the Contract, shall be made from the allowance included in the contract under ITEMS ORDERED BY ENGINEER. The Contractor shall not be entitled to any additional compensation in the event that utilization of this allowance, either in whole or in part, is not required to complete the work.

SP A.3 – RESPONSIBILITY OF WORK

During the progress of the work the Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of Subcontractors or Material Suppliers.

SP A.4 – PUBLIC SAFETY AND CONVENIENCE

The Contractor shall maintain driveways, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. This access should not allow the passage of non-local vehicular traffic, which should abide by the approved traffic control plan. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall also keep the sidewalk and curb ramps clear of debris and equipment whenever possible. The Contractor shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by the construction of these improvements. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours. The Contractor shall remove and reinstall all street signs/posts in conflict with the proposed improvements and the Contractor will be responsible for the replacement of signs/posts damaged during this process. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled. **If the project is located in a business district, then business open signs provided by the Contractor shall be posted and maintained during construction.**

This work shall not be paid for separately but shall be considered incidental to TRAFFIC CONTROL AND PROTECTION.

SP A.5 – COMPLETION DATE

The Contractor agrees to execute a Contract and a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **fifteen (15)** days after Notice of Award of the Contract.

The Contractor further agrees to begin work no later than **ten (10)** calendar days after the execution and approval of the contract and Contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

The Contractor shall schedule their construction operations in such a manner so as to meet the following completion deadlines:

- **Obtain Final completion of the entire project by November 21, 2025.**

Substantially complete shall mean the completion of all work except for the installation of the final HMA surface and minor punch list items.

Final completion shall be obtained when all the work in all respects has been completed; including the final HMA surface course, punch list work, and landscaping.

Special attention is called to Article 108.10 of the Standard Specifications for Road and Bridge Construction and shall be strictly adhered to, in the event the Contractor fails to complete the project by the above-mentioned guidelines. Liquidated damages shall be assessed per **Working Day** for failure to meet the above deadlines.

The Contractor shall not discontinue progress towards the completion of the work until “Final Completion” has been obtained. This provision will be strictly enforced whether or not the abovementioned completion deadlines are being met. The Contractor shall be assessed liquidated damages for every working day that work is not being performed on the project.

Underground utilities shall not be installed between October 31st and April 1st the following year if directed by the Engineer.

Deadline extensions shall not affect the underground utility shutdown dates. Underground work to be performed after October 31st shall be postponed until April 1st the following year. Restoration pertinent to utilities installed prior to October 31st shall be completed November 15th of the same year.

SP A.6 – PERFORMANCE GUARANTEE OF WORK

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in

accordance with written directions of the City, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

Failure of the Contractor to complete or to remedy defective work within a reasonable time (not to exceed 30 days of notice to Contractor in any event) shall be deemed a default and the City may take steps as it deems necessary to complete or remedy said work and charge the cost thereof to the Contractor.

SP A.7 – WORK DAYS AND HOURS

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays.

Equipment shall not be started before 6:45 AM.

SP A.8 – INCIDENTAL WORK

All work required to install the improvements shown or called for on the Plans and in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment will be allowed or a unit price is provided for said work in the Contract.

SP A.9 – PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be held prior to start of construction after execution of the Contract Documents. The Engineer shall establish the time and place of the pre-construction meeting. At the time of the meeting, the Contractor shall be required to furnish and/or discuss the following:

- Notify Engineer 7 days prior to the start of construction.
- Written progress schedule/Completion Deadline.
- Names of Subcontractors and Material Suppliers.
- Names of Project Manager and/or Field Supervisor, including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week.
- Notifications
 - Notify the Engineer 72 hours prior to the start of the project.
- General cleanup of the work site at the end of each day. The Contractor must have a water meter and hoses, or water truck on site prior to the start of excavation. Contractors and their sub-contractors will not be allowed to obtain water from private property.
- Granular trench backfill, method and equipment used for compaction.
- CCDD requirements
- Protection of existing pavement and placement of cold patch. The Contractor must be prepared to place temporary pavement within the same day of removing the existing pavement.

- Driveway access
- Landscape restoration
- A J.U.L.I.E status for the project site, scheduled by the Contractor, prior to commencement of any work.

Upon receipt of the Notice of Award, the Contractor shall prepare a traffic control plan and project schedule setting forth the hours and days of operation for each task required by the contract. The project schedule shall be reviewed, and revised as required, and submitted with each payment request and/or request for extension of time.

SP A.10 – NOTIFICATION

The Contractor shall notify the Engineer a minimum of seven (7) days prior to starting the project, and a minimum of two (2) working days (48 hours) prior to starting each different type of work.

Parking

The Contractor shall supply and post “No Parking” signs on thirty-six inch (36”) high lath or mounted on barricades every fifty feet (50’), two feet (2’) from the back of curb or edge of pavement, at least two (2) working days (48 hours) prior to work in the affected area. The Contractor shall contact the City of Aurora Police Department (630-256-5000) prior to placing “No Parking” signs. “No Parking” signs only need to be installed in areas of existing parking. Temporary parking restriction signs shall be no more than 48 hours after a specific stage of work is completed and the parking restriction is no longer required.

The supply and posting of “No Parking” signs and all other notifications to various local agencies, residents, or businesses shall not be paid for separately, but shall be considered incidental to the Contract.

Roadway

The Contractor shall notify the Engineer twenty-four (24) hours prior to the closure of any road so that the Aurora Police and Fire Departments, the appropriate School District, and the Pace Bus Service can be notified appropriately.

Water

The Contractor shall notify the Engineer to request a shut-down of existing water supply a **minimum of seventy-two (72) hours in advance so that proper notification and maps can be coordinated.**

The Contractor shall hand deliver written notices provided by the City to all residences and/or businesses **by 5pm two (2) calendar days before the shutdown, except Monday shutdown notices shall be handed out by Friday at 5pm** a minimum of **forty-eight (48) hours** prior to shutting down water mains or affecting continuous water supply.

The Contractor shall notify the Engineer a minimum of twenty four (24) hours in advance of exposing or disturbing any potential lead water service lines to allow the Engineer to obtain the required risk notification paperwork.

Sanitary

The Contractor shall make every effort to maintain sewer service usage throughout the duration of the project. In the event that a connection will be out of service, the service disruption shall not exceed 8 hours. A public notification program shall be implemented, and shall at a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

1. Written notice to be delivered to each home or business at least 48 hours prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any potential problems.
2. Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.

SP A.11 – CONTROL OF MATERIALS

All material used shall meet the requirements of the Illinois Department of Transportation, the Standard Specifications for Water and Sewer Main Construction in Illinois, the City of Aurora Standard Specifications for Improvements, and as outlined in these specifications.

All materials will be inspected, tested, and approved by the Engineer before incorporation into the work. The Contractor shall provide the City with letters of certification from each supplier when requested.

Any work in which untested and unacceptable materials are used without approval or written permission from the Engineer shall be performed at the Contractor's risk and may be considered unacceptable and unauthorized and will not be paid for.

SP A.12 - RECORD DRAWINGS

The Contractor shall assist the City or City's representative in taking GPS shots to shoot fittings, taps, sleeves, services, etc. as needed so the City can create record drawings. The Contractor shall provide level, rod, etc. and laborer in assisting the Engineer to verify changes. This work shall not be paid for separately but shall be considered incidental to the Contract.

SP S.1 – TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the Recurring Special Provisions and Supplemental Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways and the Illinois Supplement to the National Manual on Uniform Traffic Control Devices, and any special details and Highway Standards contained herein and in the Traffic Specifications or Highway Specifications. Special attention is called to Article 107.09 of the Standard Specifications for Road and Bridge Construction.

The Contractor shall submit to the Engineer a Traffic Control Plan for approval by the Engineer. The Contractor shall adhere to the approved Traffic Control Plan. The Contractor shall obtain written approval from the Engineer forty-eight (48) hours in advance of the implementation of any and all alterations or deviations from the Traffic Control Plan.

All orange signs used shall be fluorescent orange in color. **Deteriorated, damaged, or signs with non-original material on the front surface will not be allowed.**

Prior to the start of work the Contractor shall have a sufficient number of barricades, signs, and flaggers at the jobsite for the scheduled work. If satisfactory traffic control as determined by the Engineer is not in place, the Engineer shall order the work to be halted. Traffic control devices shall not be removed without prior written notice and approval of the Engineer.

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flaggers, and other traffic control devices as may be necessary for the purposes of regulating, warning, or guiding traffic. The supplying, installation, and maintenance of traffic control and protection shall be paid for at the contract unit price per LUMP SUM (LS) for TRAFFIC CONTROL AND PROTECTION.

~~Pavement marking removal may be included in the Contract. The Contractor shall coordinate pavement marking removal with the Engineer. Pavement marking removal shall be paid for at the contract unit price per SQUARE FOOT (SF) for PAVEMENT MARKING REMOVAL.~~

~~Temporary pavement marking may be included in the Contract. The Contractor shall coordinate temporary pavement marking with the Engineer. Temporary pavement marking shall be 4-inches wide and paid for at the contract unit price per FOOT (LF) for TEMPORARY PAVEMENT MARKING — YELLOW, or TEMPORARY PAVEMENT MARKING — WHITE. Temporary pavement marking for words and symbols shall conform to the sizes and dimensions specified in the Manual on Uniform Traffic Control Devices standards and shall be paid for at the contract unit price per SQUARE FOOT (SF) for TEMPORARY PAVEMENT MARKING — LETTERS AND SYMBOLS.~~

SP S.2 – RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND CONSTRUCTION METHODS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities.

The Engineer shall not be responsible for determining the Contractor's construction means or methods.

SP S.3 – LOCATION OF UTILITIES

The Contractor, before submitting a Bid, shall carefully examine the Proposal, Plans, Details, Specifications, and Special Provisions. The successful Bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on the Plans, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown on the Plans may also be encountered in carrying out the work. The Contractor shall be responsible for carrying out all work under this contract without additional compensation for whatever condition is found above or below ground.

The Contractor shall notify all utility companies including the City of Aurora Electrical Department (630) 892-1415, Water and Sewer Department (630) 256-3710, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies, and appropriate school districts, a minimum of two (2) working days (forty-eight hours) prior to beginning any construction or preliminary borings. The Contractor shall have the responsibility to determine from the public utility companies and the City of Aurora Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

The depth and alignment of the existing water mains and sewers are approximate and may vary in both alignment and depth between manholes and valves. The Contractor shall not be due any additional compensation in the event that the alignment of the sewers and water mains vary from what is shown on the Plans. The call outs shown on the Plans for the existing water mains are approximate and not guaranteed.

The Contractor shall be responsible for coordinating with utility companies regarding the bracing or relocating of utility poles, and the relocation of any underground facilities. Cassie Evans (cassie.evans@ComEd.com, C: 773-241-0741) should be contacted to arrange for any needed pole bracing.

SP H.1 – SOIL EROSION CONTROL

If the size of the project warrants a Storm Water Pollution Prevention Plan (SWPPP), then the Contractor and their Subcontractors shall sign the necessary certification forms and follow the requirements of the SWPPP. The Contractor shall coordinate with the Engineer on correcting any deficiencies identified during inspections or Incidents of Non-compliance, and shall notify the Engineer of any changes to the SWPPP's Erosion Control Plan.

This work shall consist of the supply and installation of soil erosion and sedimentation control devices in accordance with Article 280 of the Standard Specification for Road and Bridge Construction, the City of Aurora's Standard Specifications for Improvements, the Kane-DuPage Soil and Water Conservation District, the Illinois Environmental Protection Agency – Division of Water Pollution Control's NPDES Permit No. ILR10, and with the details within the construction drawings.

Prior to starting any excavation the Contractor shall be required to place Engineer approved inlet protection such as an inlet basket sized to fit that particular frame, or equal, in all curb structures in accordance with the Soil Erosion and Sediment Control Plan.

Silt fence shall be installed as shown on the Plans in accordance with the details provided.

In the event that ground water is encountered during excavation, the Contractor shall provide dewatering filtration bags for each pump discharge line. The filtration bags shall be as manufactured by Dandy Products or approved equal.

Erosion and Sedimentation Control shall not be paid for separately, but shall be considered incidental to the contract. The supply and installation of inlet baskets shall be paid for at the contract unit price for EACH (EA) for INLET PROTECTION. The supply and installation of a filtration bag shall be paid for at the contract unit price per EACH (EA) for DEWATERING BAG. The supply, installation, and maintenance of silt fence according to the details included in the improvement Plans shall be paid for at the contract unit price per FOOT (LF) for SILT FENCE. All material used for erosion and sedimentation control shall be disposed of off-site along with all debris collected within the control devices. Disposal shall not be paid for separately and shall be considered incidental to the Contract.

SP H.2 – DUST CONTROL & DIRT ON PAVEMENT

The Contractor shall at all times be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement of all dirt and debris **at the end of each day's operations**, and at other times as directed by the Engineer by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the control of dust as specified in Section 24 of the Standard Specifications for Water and Sewer Construction in Illinois, or by the uniform

application of a dust control agent approved by the Engineer.

If City water is used for dust control, the Contractor must have a water meter and hoses on site prior to the start of any excavation.

If the Contractor does not meet the requirement of controlling dust and/or cleaning the pavement, within three (3) hours of notification by the Owner, the Owner shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the Contractor. **Additionally, the City will deduct \$750.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner.** Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to control dust and clean the pavement(s) as required.

Dust control and pavement cleaning shall be considered incidental to the cost of the contract and will not be paid for separately.

SP H.3 – CLEANING ALL STRUCTURES

Before final acceptance, all structures and staging areas that were occupied by the Contractor in connection with this work shall be cleaned of all rubbish, excess materials, and other foreign materials deposited or accumulated on or in the structures and areas. Cleaning all structures shall be considered incidental to the cost of the contract and will not be paid for separately.

SP H.5 – DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL

The Contractor shall dispose of spoils at a CCDD facility of their choosing with the disposal fees paid by the Contractor. It is the Contractor's responsibility to make sure the provided CCDD documentation meets the requirements of the accepting CCDD facility. The City of Aurora shall not be responsible for any costs associated with disposal of debris if the Contractor's anticipated CCDD facility does not accept the CCDD documentation provided by the City.

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, grindings, concrete, stone, dirt or debris generated in the course of the work to a facility permitted to accept such waste. The Contractor shall load the removed pieces of curb and gutter, sidewalk, street pavement, trench excavation, etc. directly onto trucks, haul it away and dispose of it.

The temporary storing of excavated materials on the parkway and/or street and re-handling them later for disposal may be allowed on a limited basis with prior approval by the Engineer. Erosion control measures will be required when rain events are anticipated. This will not be eligible for payment as temporary staging and shall be included in the cost of the project.

Clean Construction and Demolition Debris

In addition to the requirements of Articles 107.01 and 669 of the Standard Specifications, the Contractor shall be responsible for the proper removal and disposal of excavated materials from the project site. The Contractor shall meet all the requirements set forth by the IEPA in regard to Clean Construction and Demolition Debris. The City of Aurora will provide all investigative work and testing required to meet the current CCDD requirements. The City of Aurora will provide the Contractor with signed IEPA forms for disposal.

*Prior to commencement of construction, any exclusion zones that were identified during the PESA process shall be discussed, along with a procedure for addressing any potentially impacted materials. At no time is material within an exclusion zone, to be transported to a licensed CCDD Facility. Further, the Contractor should immediately alert the City if potentially impacted material is encountered outside of any identified exclusion zones. All potentially impacted material, or material rejected by a licensed CCDD Facility shall be stockpiled in an area designated by the City; that area will be within 5 miles from the project site. **THE INITIAL TRANSPORT OF MATERIAL TO THE CCDD FACILITY OR TEMPORARY STAGING SITE SHALL BE CONSIDERED INCLUDED IN THE COST OF THE OPERATION GENERATING THE SPOILS.***

Material taken to a temporary staging facility will be further tested by the City to determine the appropriate disposal process. After such testing is completed, the Contractor will be compensated as follows:

- **Temporary Staging** – *The Contractor will be paid per ton (based on tickets as provided by the receiving facility) to transport the material to a licensed CCDD Facility. This material is generally classified as material that has been stockpiled temporarily, but based on additional testing meets the requirements for disposal at a licensed CCDD Facility. Should the Contractor elect to work on a day when the licensed CCDD Facility/Facilities registered for the project are closed, any temporary staging shall not be paid for, but shall be considered included in the cost of the item generating the spoil material.*
- **Non-Special Waste Disposal** – *Based on the results of additional testing, the Contractor will be paid per ton (based on tickets as provided by the receiving facility) to transport the material and pay any fees assessed by the receiving facility; this dollar amount shall be as contained within the contract, or as otherwise established utilizing an AUP or on a Time and Material Force Account basis.*
- **Special Waste Disposal** – *Based on the results of additional testing, the Contractor will be paid per ton (based on tickets as provided by the receiving facility) to transport the material and pay any fees assessed by the receiving facility; this dollar amount shall be as contained within the contract, or as otherwise established utilizing an AUP or on a Time and Material Force Account basis.*

The bidders shall take note of exclusion zones that may be limited to certain depths. If exclusion zones only compose a certain range of depth within an excavation, the awarded Contractor will be required to excavate the material such that only the excluded material is taken to a landfill.

SP H.6 – HAZARDOUS SPILL REMEDIATION

The Contractor shall be responsible for the cleanup of any hazardous spills on the jobsite including oil, diesel, gasoline, etc. and any spill that enters the sewer system or any bodies of water downstream. The Contractor shall expeditiously work with all requests from the Illinois Environmental Protection Agency (IEPA) to comply with cleaning up any spills. The Contractor will be required to hire a contractor specializing in environmental cleanup, and that contractor shall coordinate directly with the IEPA. Should the Fire Department be involved responding to reports of spills and the resulting clean up and the spill is traced back to the Contractor's jobsite, the Contractor shall be liable to reimburse the Fire Department any monies incurred for their efforts. The Fire Department efforts includes materials, equipment and labor that they deem necessary to contain or clean up the spill. All costs including coordination, fines and documentation with state and federal agencies, hiring of an environmental cleanup contractor, any environmental cleanup, reimbursement of the Fire Department, or any other costs associated with cleaning up or responding to spills originating from the jobsite shall be paid for by the Contractor. The City will not reimburse the Contractor for any of this work should it occur.

SP G.1 – MOBILIZATION

This item consists of transportation and set up of various equipment necessary to any and all locations for the project, as well as the breakdown and removal of the same equipment.

This item shall be considered incidental to the contract and will not be paid for separately.

SP G.2 – WATER FOR CONSTRUCTION PURPOSES

City water for construction purposes will be available to the Contractor at their cost according to the prevailing rates in effect at the time. Contractors and their sub-contractors will not be allowed to obtain water from private property. The Contractor shall secure a City water meter by presenting a deposit for \$1,600.00 in the form of a certified check made out to The City of Aurora to the Water Billing Department on the First Floor of 44 E. Downer Place, Aurora, Illinois. The name of the Contractor and their Tax ID number will be required. The Contractor will take the resulting forms to the Water & Sewer Maintenance Division located at **2185 Liberty Street, Aurora, Illinois** where the City water meter shall be provided. The Contractor and/or sub-contractor will be fined, according to ordinance, which will be deducted from moneys due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use.

SP G.3 – SURFACE RESTORATION

The Contractor shall be responsible for performing any surface restoration required due to damages caused by storing material and/or equipment outside the areas to be excavated. The surface restoration shall be performed in accordance with the Plans and specifications or as directed by the Engineer and shall be at the Contractor's expense.

SP G.4 – STRUCTURE TO BE ABANDONED

This work shall consist of all work necessary to abandon existing manholes, inlets, catch basins, valve vaults, valve boxes and any other type of structures as shown on the Plans or as directed by the Engineer in the field.

All valve boxes on water mains to be abandoned shall be removed by the Contractor.

The abandonment of the structure shall include the removal of the casting, adjusting rings and cone section. All pipe connections shall be sealed with concrete bricks and non-shrink mortar twelve (12") inches thick and the structure shall be filled with CA-7 granular trench backfill. If the structure being abandoned is located within pavement, it shall be capped with at least twelve (12") inches of CA-6 granular trench backfill and mechanically compacted or jetted. If the structure being abandoned is located outside of pavement, the CA-7 granular trench backfill shall be six (6") inches below grade to allow 6 (6") inches of pulverized topsoil to be placed.

If a structure to be abandoned is located within the trench limits of a new improvement, the structure to be abandoned shall be completely removed and shall not be paid for separately but shall be considered incidental to the Contract.

If the structure to be abandoned is deeper than the new improvement, the extra excavation volume will be paid for at the contract unit price per CUBIC YARD (CY) for UNSUITABLE SOIL REMOVAL AND REPLACEMENT.

When the limits of the structure abandonment fall outside the limits of excavation for new improvements, the Contractor shall be paid for at the contract unit price as specified below.

This work shall be paid for at the contract unit price per EACH (EA) for STRUCTURE TO BE ABANDONED and shall include removal and disposal of structure and all equipment, labor, and material necessary to complete the work.

Select Granular Trench Backfill shall be considered incidental to the STRUCTURE TO BE ABANDONED pay item.

SP G.5 – TRENCH BACKFILL, PIPE BEDDING, AND COVER

All select granular material shall meet IDOT gradation specifications and shall be either crushed limestone, crushed concrete or crushed gravel. Material excavated as part of this project may be processed on site for re-use with approval from the Engineer at an agreed upon unit price.

Pipe Bedding

Pipe bedding shall consist of over-excavation of the trench bottom and refilling to proper grade in accordance with the trench backfill details included in the Plans.

The cost of supplying and installing the aggregate bedding shall not be paid for separately, but shall be considered incidental to the project.

Haunching

Pipe Haunching shall consist of compacted aggregate for the full width of the trench to the spring

line for the reinforced concrete pipe or ductile iron pipe and to one foot (1') above the top of the pipe for PVC pipe in accordance with the details included in these Plans.

The cost of supplying and installing the aggregate haunching shall not be paid for separately, but shall be considered incidental to the cost of the pipe.

Trench Backfill

Trench backfill shall be placed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the Trench Backfill Detail as shown on the Plans.

Place Trench Backfill material to required elevations, for each area classification listed below:

Under grassed areas:

Satisfactory excavated or borrow material, approved by the Engineer.

Under pavements:

Select Trench Backfill of compacted CA-6 crushed limestone or CA-6 crushed gravel.

Place backfill materials evenly adjacent to structures or piping to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping by carrying material uniformly around structure of piping to approximately same elevation in each lift.

Compaction Jetting and Water Soaking

The holes through which the water is injected in the backfill shall be placed in a grid pattern at intervals of not more than four feet (4'). Additional holes shall be provided if deemed necessary by the Engineer to ensure adequate settlement. All holes shall be jetted and shall be carried to a point one foot (1') above the top of the pipe. Drilling the holes by means of augers or other mechanical means will not be permitted. Care shall be taken in jetting to prevent contact with or other disturbance to the pipe.

The water shall be injected at a pressure and rate sufficient to sink the holes at a moderate rate. After a hole has been jetted to the required depth, the water shall be injected until it begins to overflow the surface.

If the Contractor requests and receives approval to perform mechanical compaction in place of jetting all trenches, they shall be responsible for hiring and compensating a third party testing agency to verify that the minimum compaction requirements listed in the Standard Specifications for Water and Sewer Construction in Illinois and the Compaction Requirements special provision shall be met. Mechanical compaction shall be performed in accordance with the Standard Specifications for Water and Sewer Construction in Illinois.

Surface depressions resulting from backfill subsidence caused by compaction shall be filled and re-compacted by tamping or rolling to the satisfaction of the Engineer.

Measurement and Payment

The cost of supplying and installing the aggregate bedding and haunching shall not be paid for separately, but shall be considered incidental to the contract.

The cost of supplying and installing the initial and final Select Granular Trench Backfill shall be paid for at the contract unit price per CUBIC YARD (CY) for SELECT GRANULAR TRENCH

BACKFILL. Section 20 of the Standard Specifications for Water and Sewer Main Construction in Illinois shall be used to determine the quantity of Select Trench Backfill that will be eligible for payment. The depth used for the purposes of calculating the quantity of trench backfill that is eligible for payment shall be from the top of the haunching to the bottom of the bituminous pavement patch.

SP G.6 – COMPACTION REQUIREMENTS

The Contractor shall control soil compaction during construction in order to provide the minimum percentage of maximum or relative density as specified for each area of classification indicated below:

Percentage of Maximum Density Requirements

Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils).

Pavement, Drives, and Sidewalks

Compact the top twelve inches (12") of sub-grade and each layer of backfill material at 95% of the materials maximum density at optimum moisture content as determined by the modified proctor test.

Lawn or Unpaved Areas

Compact the top six inches (6") of sub-grade and each layer of backfill material at 85% maximum density for cohesive soils and 90% relative density for cohesionless soils.

Moisture Control

Where sub-grade and each layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of sub-grade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

SP G.7 – PIPE AND PRE-CAST CONCRETE STRUCTURES MATERIAL TESTS

All pipe and pre-cast concrete structures shall be tested and inspected for compliance with the appropriate A.S.A., A.S.T.M., and Manufacturer's Specifications by a reputable testing company approved by the Engineer. Prior to delivering pipe and pre-cast concrete structures to the job site, all approved pipe and pre-cast concrete structures shall be marked by the testing company and two (2) copies of the satisfactory test reports shall be provided to the Engineer if requested. Any pipe or pre-cast concrete structure delivered to the site without proper markings or without test reports in the possession of the Engineer will be rejected for use.

SP G.9 – MAILBOX REMOVAL AND REINSTALLATION

This work shall consist of temporarily relocating mailboxes which will conflict with proposed improvements and reinstalling them in their original locations once the construction activities have ended.

The Contractor shall be careful to avoid damaging mailboxes when removing the mailboxes and reinstalling them in the temporary and permanent location. If the post is damaged during the removal, the Contractor shall supply and install new mailbox posts. The Contractor shall also replace damaged mailboxes at their expense.

This work shall be paid for at the contract unit price per EACH (EA) for MAILBOX REMOVAL AND REINSTALLATION, which shall include the material and labor necessary to remove, temporarily relocate, and reinstall the existing mailbox.

SP G.11 – EXPLORATORY EXCAVATION

This work shall consist of excavating exploratory trenches in pavement for the purpose of establishing the horizontal and vertical alignment of existing underground utilities within the construction limits of the proposed improvements. A symbol may be shown on the Plans to identify the approximate location of the exploration trench. The Engineer may require the Contractor to perform exploration trenches not shown on the Plans.

This work shall be done at the direction of the Engineer in order to provide sufficient time to make design changes as needed. The exploratory excavation shall not be paid for if the contractor does not perform it as a separate dig. The trench shall be of sufficient length and depth to obtain the horizontal and vertical location and size of the underground utility. After the hole has been inspected by the Engineer, the Contractor shall backfill the hole with the appropriate backfill material and shall place temporary pavement if needed. If exploratory excavation is within the limits of underground trench, backfill will be considered and incidental to the exploratory excavation pay item.

This work shall be paid for at the contract unit price per FOOT (LF) for EXPLORATORY EXCAVATION of the depth specified. This unit price shall include all necessary saw cutting, pavement removal, excavation, removal of spoil off-site, and approved backfill material.

If the use of temporary pavement is required, it will be paid for at the contract unit price per SQUARE YARD (SY) for TEMPORARY PAVEMENT, 2”.

SP G.13 – TREE TRIMMING

Tree trimming may be required to allow room for construction equipment to move and swing overhead. In the event tree trimming is needed on a private tree, the contractor shall coordinate with the Engineer to confirm the homeowner is notified that their tree will require trimming and the date that the trimming is scheduled to occur. **Tree trimming required for construction shall not be paid for separately but shall be considered incidental to the Contract which shall include the disposal of the material removed.**

SP G.14 – TREE ROOT PRUNING

All work, materials and equipment shall conform to Section 201.06 (a) of the Standard Specifications for Road and Bridge Construction except as modified herein.

Fertilizer nutrients and supplemental watering after root pruning is performed shall not be required. Root pruning shall be paid for at the contract unit price per FOOT (LF) for TREE ROOT PRUNING and shall conform to Section 201 of the Standard Specifications for Road and Bridge Construction.

SP ST.1 – STORM SEWERS

This item consists of furnishing all labor, material, and equipment necessary to perform the work required under this Special Provision. It shall consist of hauling and distributing all pipes, fittings, bends, wyes, accessories and shall also include the excavation of trenches to the required depth; sheeting, bracing and supporting the adjoining ground, structures, or utilities, both above and below ground as required; tree pruning, providing barricades, guards and warning lights, laying and testing the pipe, backfilling and consolidating the trenches; dewatering the underlying soil stratum; provide flow by-passing; bracing and/or relocation of power poles; relocating existing services; cleaning and restoration of the work site and maintaining the streets or other surfaces over the trenches as required. This work shall not include surface restoration where unit prices are provided in the Contract. All costs associated with time delays due to the relocation of utilities found to conflict with the proposed improvements shall be considered incidental to the Contract.

Any trees, bushes, manmade surface structures, fences, signs, sanitary sewers, culverts, etc. which are close in proximity to the proposed improvements and therefore disturbed, damaged or removed due to construction shall be fully restored to the original condition and to the satisfaction of property owners adjacent to said work and the Engineer. The work, materials and all other appurtenances related to the above mentioned restoration shall be incidental to the contract, unless a unit price is provided for said work in the contract.

Adjustments to the proposed line and grade may be directed by the Engineer in the field. Any additional work required due to installing the proposed sewer deeper than shown on the Plans shall be considered incidental to the increased quantity of select granular trench backfill.

Any disturbed or exposed lead water services shall be replaced from the water main to the meter and shall be replaced and paid for per applicable sections of the Water Main special provisions.

If unsuitable soil conditions are encountered, the Contractor shall be required to undercut the soil below the proposed sewer. The depth and limit of the undercut shall be determined by the Engineer. The Contractor shall be required to excavate to the depth determined by the Engineer and shall replace the excavated base with CA-1 or CA-7 as directed by Engineer. The excavated material shall be disposed of off-site in accordance with special provision DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL. The costs associated with undercutting the proposed sewer including, excavation, shoring, hauling, dewatering, providing and backfilling with CA-1 or CA-7 shall be included in the bid unit price per CUBIC YARD (CY) for UNSUITABLE SOIL REMOVAL AND REPLACEMENT.

Storm sewers shall be constructed of the following material, unless otherwise noted in the Plans:

1. Reinforced Concrete Pipe (ASTM Designation C-76, Wall Thickness B). The pipe shall be class IV or as indicated in the Plans, with ASTM C-443 Gasket Joints.
2. Ductile Iron Pipe (DIP), cement lined, Class 52 A.N.S.I. Specifications A-21.51 with push-on joint with V-bio polyethylene wrapping.

Measurement for storm sewers will be made along the centerline of pipe with no deductions for fittings, bends, or wyes. Where the storm sewer ends at a structure, or where there is a change in size, measurement will be made to the inside wall of said structure.

Payment will be made at the contract unit price per FOOT (FT) for STORM SEWER, of the type and size specified and shall include excavation, dewatering and all appurtenances.

SP SN.1 – PVC PIPE MATERIAL AND TESTING

All PVC plastic pipe shall meet Fox Metro Water Reclamation District provisions and shall be installed and tested as follows:

Laboratory Test

Contractor shall submit certified copies of all reports of tests conducted by an independent laboratory before installation of PVC Plastic Pipe. Tests shall be conducted in accordance with Standard Method of Test for External Loading Properties of Plastic Pipe by Parallel-Plate Loading, ASTM Standard D2412. Tests shall also be conducted in accordance with ASTM D 3212 to demonstrate joint performance at 5% maximum diametric deflection of the spigot, as specified in Article 7.4 of ASTM D 3212.

Straightness

Maximum allowable ordinate as measured from the concave side of the pipe shall not exceed 1/16 inch per foot of length.

Internal Diameter

Pipe shall be so constructed that the initial internal vertical diameter does not decrease by more than 5% in order to provide the complete hydraulic carrying capacity conceived by the design engineer, and to obtain the joint performance at 5% maximum diametric deflection as specified in Article 7.4 of ASTM D 3212.

Pipe Installation and Field Testing

Pipe shall be installed in full compliance with the Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe, ASTM Standard D2321. All pipes constructed of polyvinyl chloride (PVC) shall be subject to air exfiltration, deflection, vacuum and televising test. In addition to the construction and testing procedures outlined in other sections of the specifications, the Contractor shall be required to install the pipe in such a manner so that the diametric deflection of the pipe shall not exceed 5% and the materials surrounding the pipe shall be compacted to the required Standard Proctor Densities outlined in D 2321. The area requiring compaction shall include the bedding and haunching material and also the material placed above the pipe for a distance of 12 inches over the top of the pipe. The Engineer may require up to 10 random compaction tests to be completed by an independent laboratory. If any of these tests indicate that the material has not been compacted to the required density, the Contractor shall re-compact said material at no additional cost to the Owner, and the Engineer shall then have the

right to require additional compaction tests to ensure that this or other material is compacted to the proper density without any additional cost to the Owner.

Final Acceptance

All pipelines constructed of flexible materials shall be measured for vertical ring deflection at least 30 days after completion of the backfill. Maximum ring deflection of the pipeline under load shall be limited to 5 percent of the vertical internal pipe diameter. All pipe exceeding this deflection shall be considered to have reached the limits of their serviceability and shall be re-laid or replaced by the Contractor at no additional cost to the Owner.

The cost of all deflection testing shall be borne by the Contractor and shall be accomplished by using a deflectometer, which will produce a continuous record of pipe deflection, or by pulling a mandrel, sphere, or pin-type go/no-go device through the pipeline. The diameter of the go/no-go device shall be 95 percent of the undeflected inside diameter of the flexible pipe.

Deflection testing shall not be required for PVC pipe installed as part of a spot repair. Deflection testing will be incidental but only required in the event that the sewer installation extends from manhole to manhole.

SP SN.4 – SANITARY SEWER

This item consists of furnishing all labor, material, and equipment necessary to perform the work required under this Special Provision and in accordance with the details shown in the Plans, and as directed by the Engineer. Sanitary sewer work shall consist of hauling and distributing all pipes, castings, fittings, providing and installation of service wyes and/or tees, and shall also include the excavation of trenches to the required depth; sheeting, bracing and supporting the adjoining ground or structures as required or as needed to protect adjacent structures; provide barricades, guards and warning lights, laying and testing the pipe, tree and shrub removal and disposal, and backfilling and consolidating the trenches, dewatering the underlying soil stratum; cleaning and maintaining the streets or other surfaces over the trenches as required, relocation of power poles, street lights, and utility services, and maintaining the streets or other surfaces over the trenches as required.

Any disturbed or exposed lead water services shall be replaced from the water main to the meter and shall be replaced and paid for per applicable sections of the Water Main special provisions.

The Contractor will be required to maintain flow at all times during replacement of the sewers. This may be accomplished by supplying sufficient pumping capacity to bypass the construction area in accordance with the bypass pumping special provision. The Contractor will not be allowed to pump the sewage into storm structures. Before leaving the construction site at the end of each working day, the Contractor shall connect the new sewer to the existing one (by gravity) with the same or larger size connecting pipe. The Contractor shall follow the guidelines of the notification special provision if a temporary sewer service interruption occurs.

If unsuitable soil conditions are encountered, the Contractor shall be required to undercut the soil below the proposed sewer. The depth and limit of the undercut shall be determined by the Engineer. The Contractor shall be required to excavate to the depth determined by the Engineer and shall replace the excavated base with CA-1 or CA-7 as directed by Engineer. The excavated material shall be disposed of off-site in accordance with special provision DISPOSAL OF DEBRIS

AND EXCAVATED MATERIAL. If the material requires dewatering prior to disposal, the Contractor shall stockpile the material to allow for dewatering. The costs associated with undercutting the proposed sewer including, excavation, shoring, hauling, dewatering, providing and backfilling with CA-1 or CA-7 shall be included in the bid unit price per CUBIC YARD (CY) for UNSUITABLE SOIL REMOVAL AND REPLACEMENT.

Sanitary sewers shall be constructed with PVC of the type and size called out on the Plans and/or contract.

For sanitary sewer repair, connection to the existing sanitary sewers shall be made using CNSS non-shear sewer couplings as manufactured by Cascade Water Works Mfg. Co. or approved equal. The coupling shall be constructed with an outer shell of T-304 (ASTM A-240/ASME SA-240) stainless steel with three stainless steel heavy duty worm gear fasteners (SAE J-1508 - MIL 5059-A) permanently welded in place and passivated per ASTM A-380. The shell shall fully encircle a 40 durometer ribbed gasket made from virgin SBR (ASTM D2000) rubber formulated for sewer service.

Contractor shall be obligated to open cut both ends of a proposed spot repair to allow the Engineer to obtain the elevation of the pipes and calculate the slope, and verify the alignment.

The Contractor shall be responsible for tight sheeting, shoring, and/or bracing as required to protect adjacent structures.

Unless a new opening must be constructed, connection to existing manholes shall be made in accordance with the Details included with the Plans and shall be considered incidental to the contract. If a new opening must be constructed in the existing manhole, the work shall be paid for at the contract unit price per EACH for SANITARY STRUCTURE TAP of the size specified.

Payment shall be made at the contract unit price per FOOT (FT) for SANITARY SEWER, of the size and type specified, and shall include excavation, removal of the existing sewer if required, flow bypassing, providing and installation of service wyes and/or tees, and all other appurtenances, as described in this special provision and shown on the Plans and Details. Measurement for sanitary sewers will be made along the centerline of pipe with no deductions for fittings, bends, tees, or wyes. Where the sanitary sewer ends at a structure, measurement will be made to the inside wall of said structure. Where there is a change in size, measurement will be made to the center of the fitting.

Acceptance of the replaced sanitary sewers by the City shall be dependent upon the results of the closed-circuit television inspection as detailed in that special provision.

When the Plans call out for point repairs to be performed the work shall be paid for at the contract unit price per FOOT (FT) for SANITARY SEWER REMOVAL AND REPLACEMENT of the size specified.

SP SN.5 – SANITARY SERVICE CROSSINGS

This item consists of replacing sanitary services and risers due to crossing said services during the installation of storm sewers, water mains, and sanitary sewers, and reconnection of existing sanitary services to new or existing sanitary mains, in accordance with the details included in the Plans and as directed by the Engineer in the field.

The locations of any existing sanitary services painted on-site by private contractors are approximate and are not guaranteed to be correct or complete. Sanitary services are private utilities and will not be located by the City. The Contractor shall be responsible for locating all sanitary services in the field and repairing any damaged services. The Contractor should anticipate encountering inactive sanitary services and active sanitary services that are not shown on the Plans. The Contractor shall be responsible for determining whether or not services are active. The Contractor shall plug all inactive services unless directed otherwise by the Engineer. Locating services in the field, determining if services are active or inactive, and plugging inactive services within the limits of the excavation required for the proposed utility shall be considered incidental to the contract. In the event the Contractor is directed to remove a service at the point of connection with a sewer that is to remain, the work shall be performed and paid for in accordance with special provision REMOVAL/ABANDONING OF SEWERS AND/OR WATER MAINS.

When the existing service is found to be under the proposed pipe, the Contractor shall be required to probe for the existing service. If the existing service is found to be within two feet (2') below the proposed pipe, the Contractor shall remove and replace the existing service for a length of at least two feet (2') beyond the width of the proposed trench.

In the event of a break in a sanitary service and/or riser, the Contractor shall maintain the flow from the sanitary service at all times.

Where grade conflict arises between existing services and the proposed improvements, the Contractor shall relay those services at the grade given by the Engineer in the field prior to the construction of the proposed pipe. The locations for this work may or may not be shown on the Plans. In the event that an unforeseen conflict may occur between the proposed work and an existing sanitary sewer or service, the Contractor will not be entitled to any additional compensation other than as provided within this special provision.

Contractor shall replace said services with PVC DR 18 C-900 pipe. All connections shall be made using CNSS non-shear sewer couplings as manufactured by Cascade Water Works Mfg. Co. or approved equal. The coupling shall be constructed with an outer shell of T-304 (ASTM A-240/ASME SA-240) stainless steel with three stainless steel heavy duty worm gear fasteners (SAE J-1508 - MIL 5059-A) permanently welded in place and passivated per ASTM A-380. The shell shall fully encircle a 40 durometer ribbed gasket made from virgin SBR (ASTM D2000) rubber formulated for sewer service. Inserts shall be provided to compensate for differences in the outside diameters of the new and existing pipes.

In the case of services crossing the storm sewer trench above the proposed conduit that are damaged during construction, the Contractor shall replace said services with PVC DR 18, C-900 pipe across the full width of the excavation and an additional distance on each side of the trench so that the connection to the existing service pipe material is on solid ground. However, in no case shall this additional distance on each side of the trench for said connections be less than 24

inches. The total length of the service to be replaced shall be determined by the Engineer in the field. All connections shall be made using non-shear sewer couplings.

Payment for the work specified herein shall be made at the contract unit price per FOOT (FT), measured in accordance with the details shown on the Plans for SANITARY SEWER SERVICE REMOVAL & REPLACEMENT, 6" replaced at grade or SANITARY SEWER SERVICE RELOCATION, 6" that have their grade altered to eliminate a utility crossing conflict.

SP SN.6 – SANITARY SERVICES AND TEE REPLACEMENT

This item consists of installing sanitary tees, risers, and making connection to existing services in areas where the existing tee shall be replaced due to a conflict with the proposed pipe. Tees replaced in conjunction with installation of a new sanitary sewer main will not be paid separately and shall be considered incidental to the cost per FOOT (FT) for SANITARY SEWER of the size and type specified.

Sanitary services, risers, fittings and tees, shall be of the type and material specified in the Plans and Specifications. Size shall be minimum 6" diameter. Connection to the existing sanitary service shall be made with non-shear sewer couplings. The couplings shall be furnished with suitable bushings to correct for the difference in pipe diameters (see detail shown on the Plans).

The location of the existing sanitary sewers and services shown on the Plans is approximate and is not guaranteed to be correct or complete. When required for relocation or replacement the Contractor shall be responsible for locating services in the field. The Contractor should anticipate encountering inactive sanitary services and active sanitary services that are not shown on the Plans. The Contractor shall be responsible for determining whether or not services are active, **and record the locations of all services encountered on the record drawings.** GPS shot comment The Contractor shall plug all inactive services unless directed otherwise by the Engineer. Locating services in the field, determining if services are active or inactive, and plugging inactive services shall be considered incidental to the contract.

In the event of a break in a sanitary service and/or riser, the Contractor shall maintain the flow from the sanitary service at all times.

Non-Shear Sewer Coupling

Straight and transition couplings for sewer construction and repair shall be Style CNSS non-shear sewer couplings as manufactured by Cascade Water Works, Mfg. Co. of Yorkville, IL or equal. The coupling shall be constructed with an outer shell of T-304 (ASTM A-240/ASME SA-240) stainless steel with three stainless steel heavy duty worm gear fasteners (SAE J-1508 - MIL 5059-A) permanently welded in place and passivated per ASTM A-380. The shell shall fully encircle a 40 durometer ribbed gasket made from virgin SBR (ASTM D2000) rubber formulated for sewer service.

Tees

For service connections to existing sewers less than 8 inches in diameter, the tees shall be PVC as the same size and type as previously specified and shall be connected to the existing main with non-shear couplings, as previously specified.

For service connections to sewers equal to or greater than 8 inches in diameter, the service connection shall be "Inserta Tee" (or equal). In the event that a service connection to an existing brick sewer is required, the Contractor shall core drill and cement a 6" PVC pipe hub into place.

Payment for tees will be made at the contract unit price EACH for SANITARY SEWER REMOVAL AND REPLACEMENT, TEE of the size specified and of the same material as the sanitary service, constructed in accordance with the details shown on the Plans, including the cost of furnishing and installing the tee with or without riser, removal and replacement of existing service for a distance of up to five (5) feet measured horizontally from the sewer main, excavation, bedding, granular backfill and all appurtenances.

Payment for Inserta Tee shall be made at the contract unit price EACH for INSERTA TEE of the specified size, constructed and installed in accordance with manufacturer's recommendations which shall include the furnishing and installation of the Inserta Tee or pipe hub in the event the existing sewer is brick, with or without riser, excavation, bedding, granular backfill and all appurtenances.

Payment for sanitary service risers shall be made at the contract unit price EACH for SANITARY SERVICE RISER of the specified size, which shall include the furnishing and installation of the vertical riser pipe to grade, riser cap, excavation, bedding, granular backfill and all appurtenances. The wye connection for the rise shall be paid for as the horizontal distance of the wye at contract unit price per FOOT (FT) for SANITARY SERVICE or SEWER, of the size specified.

Additional Footage of Sanitary Services

Additional footage of 6" sanitary service shall be approved by the Engineer when minimum grade of 1/8" per foot beyond the five (5) feet included in SANITARY SEWER REMOVAL AND REPLACEMENT, TEE or INSERTA TEE cannot be obtained to connect to the existing service or where a sanitary service is relocated due to a grade conflict with a proposed conduit. The additional footage shall be paid for at the contract unit price per FOOT (FT) for SANITARY SEWER SERVICE RELOCATION, 6".

Location of Sanitary Wyes and Break-Ins

The City has acquired for its use, certain information relating to the location of wyes and break-ins in the existing sanitary sewers. This information is shown on the Plans and is based on sewer televising or record information. The Contractor shall use this information for whatever value they consider it worth, since locations are not guaranteed. Inactive break-ins and wyes are expected. The Contractor shall verify them by making contact with the residents of each property owner and having them flush a toilet and/or performing other investigations. When a sanitary service is found inactive, the Contractor shall plug the inactive service watertight with a factory made plug and record its location.

SP W.1 – WATER MAIN INSTALLATION

This item consists of furnishing all labor, materials, and equipment necessary to perform the work required under this Special Provision and shall be in accordance with the Specifications, the Plans, and as directed by the Engineer. It shall consist of providing, hauling and distributing all pipe, castings, fittings, and accessories and shall also include the excavation of trenches to the required depth; sheeting, bracing and supporting the adjoining ground or structures where necessary; dewatering; provide barricades, guards and warning lights; restrained joints; V-bio

polyethylene encasement; laying and testing the pipe, castings, fittings, and accessories, backfilling and consolidating the trenches; dewatering the underlying soil stratum; relocation and/or bracing of power poles and street lights; cleaning and restoration of the work site and maintaining the streets or other surfaces over the trenches as required. The water main shall be laid to meet all vertical and horizontal separation requirements as described in section 41-2.01 of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as amended and the separation details provided in the improvement Plans.

All appropriate parts shall be lead free and be stamped "NL". Any variation from the special provisions below should be approved by the Engineering Division prior to installation.

All contamination preventive measures, pressure testing, preliminary flushing, chlorination, and bacteriological sampling of the water main shall be conducted under the supervision of the City of Aurora's Engineering Division or its designated representative. The installation Contractor shall notify the City of Aurora's Engineering Division or its designated representative a minimum of 48 hours in advance of each of the following activities: starting construction of a project, scheduling shutdowns, connections, pressure testing, preliminary flushing, chlorination, and bacteriological sampling of any water main piping. Refer to the separate special provisions regarding each of those activities.

Contamination Preventive Measures During Construction

Soil, organic matter, and other heavy material typically contain bacteria and can prevent even high concentrations of chlorine from contacting and killing the organisms. These bacteria can cause failure of bacteriological sampling. Preventing these types of materials from entering water main pipe either during or before installation is critical. Preventive measures are described in detail in AWWA Standard C651-14 Section 4.8. At a minimum, the following preventive measures shall be followed during water main pipe installation:

1. *Keep pipe clean and dry.* The interiors of pipes, fittings, and valves shall be protected from contamination. All openings in the pipeline shall be closed watertight or with rodent-proof plugs when pipe laying is stopped at the close of the day's activities or for other reasons.
2. *Joints.* Joints of all pipe in the trench shall be completed before work is stopped.
3. *Cleaning and swabbing.* If dirt or other foreign material enters the pipe, it shall be removed and the interior of the pipe surface swabbed with a 1 to 5% sodium hypochlorite (NaOCl) disinfecting solution. If in the opinion of the City of Aurora Engineering Division, or its designated representative, the foreign material in the pipe will not be removed by preliminary flushing activities, the interior of the pipe shall be cleaned using mechanical means at no additional cost to the City of Aurora and then swabbed as described above.

Brass wedges shall be installed per Section 41-2.05D of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition, as amended.

The Contractor shall be required to keep existing water mains in service until the existing service connections are transferred to the newly installed water main. Any work associated with temporarily capping or disconnecting existing mains, or installing temporary services shall be considered incidental to the contract and shall not be paid for separately unless the activity requires a separate dig location/occurrence and is specified on the improvement Plans and bid schedule. **Reducing the pressure in the water main below 20 PSI will result in the issuance**

of a precautionary boil order to all services connected to that section of the water main. The engineer may provide direction or the improvement plans may show the proposed steps to be taken to avoid dropping the pressure below this threshold which may necessitate the use of a line stop or the installation of an inserta-valve at specific locations. Prior to performing any water main shutdowns, the Contractor shall assist the City with notifying any affected residents or businesses per the NOTIFICATION special provision.

Specification references made herein for manufactured materials such as pipe, fittings, valves and hydrants refer to designations for AWWA, or to ANSI, as effective on the date of call for bids.

Unless specified in the pay items or on the Plans, Ductile Iron Water Main (DIWM) shall be used for all water mains in this project. Ductile-iron pipe for water mains shall conform to ANSI Specification A21.51 or AWWA C151. Class 52, thickness designation, casting, marking, testing, etc. shall be provided in accordance with applicable ANSI or AWWA standards.

Zinc Pipe Coating

The exterior of the ductile iron pipe shall be coated with arc-sprayed zinc. The mass of zinc is to be 200 g/m² of surface area. A bituminous top coat shall be provided on top of the zinc. Zinc coating shall meet ISO 8179 except where noted within the specifications. The zinc coating of the water main shall be included in the lineal foot unit price of the water main.

All ductile-iron pipe and appurtenances shall be protected against corrosion with V-bio polyethylene wrapping in accordance with AWWA C-105-82 and the Protection Against Corrosion special provision.

Cement lining shall be included in accordance with ANSI A21.4 (AWWA C-104). All pipe and fittings shall be cement mortar lined in the shop with centrifugally spun lining in accordance with AWWA C205-85 or cement mortar lined mechanically in accordance with AWWA C602-83. Use ASTM C150, Type II, cement for lining. Field joints shall be made in accordance with AWWA C205, Appendix A.

Pipe joints shall be either mechanical or push-on (rubber gasket) type as recommended by the pipe manufacturer. Restrained joints shall be of the type recommended by the pipe manufacturer and approved by the Engineer. Backfilling and bedding shall be accomplished in accordance with Trench Details shown within these Plans.

Water Main Casing

Joints for water main to be installed inside casing pipes shall be either mechanical joint or push on with Field Lok 350 gaskets or approved equal. Casing pipe shall consist of the pipe size and type as specified on the Plans. Casing spacers manufactured by Cascade Waterworks Mfg. or an Engineer approved equal shall be utilized in the pipe. The location of the spacers shall be per the manufacturers recommendations which shall be included in the cost of the casing pipe. The ends of the casing pipe shall be capped with a rubber seal or Engineer approved equal also included in the cost of the casing pipe. This work shall be paid for at the contract unit price per FOOT (LF) for WATER MAIN CASING of the diameter specified, which shall be payment in full for all labor, equipment and material required to install the casing pipe with spacers and end caps as shown on the Plans or as directed by the Engineer in the field.

Laying of Pipe

The pipe shall be installed so that the entire length of pipe shall have full bearing. The bedding shall be shaped such that the pipe is uniformly supported over its entire length.

Installation of the water main pipe shall be accomplished to line and grade in the trench only after the bedding has been completely de-watered and is free of mud, loose silt, or foreign material. All foreign material shall be kept out of the pipe.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations and any pipe or fitting that has been installed with dirt or foreign material in it shall be thoroughly cleaned. At times when pipe installation is not in progress, and at the end of each working day, the open ends of the pipe shall be closed by a water-tight plug to ensure absolute cleanliness inside the pipe.

Water Main Restraint – Mechanical Joint Restraint

In lieu of thrust blocking, joint restraint systems such as a mechanical joint fitting or a joint restraint gasket can be utilized for restraining the system and shall be installed to the lengths specified in the Minimum Restraint Length (ft) on both sides of the Fitting detail located in the improvement Plans. Field Lok 350 Gaskets or an approved equal shall be utilized for the joint restraint gaskets. All nuts, bolts, and threaded rods shall be stainless steel, Grade 304 bolts and Grade 316 nuts.

Water Main Restraint – Thrust Blocking

Additionally, the Contractor may install thrust blocking to prevent movement of lines under pressure at bends eleven and one-quarter ($11\frac{1}{4}$) degrees and greater, tees, caps, valves and hydrants shall be precast or poured Portland cement concrete, rated at 3500 psi, a minimum of twelve (12") thick. Stainless steel tie rods are to be used in addition to blocking on all fittings and shall be anchored in such a manner that pipe and fitting joints will be accessible for repairs. Poured concrete shall not hinder access to metal fittings and bolts or hydrant drainage. All nuts, bolts, and threaded rod shall be stainless steel. When used for restraint, the thrust blocking and tie rods shall be considered included in the cost of the water main.

Installation of Mechanical Joints for Ductile Iron Pipe

The outside of the spigot and the inside of the bell of mechanical joint pipe shall be thoroughly cleaned to remove all foreign matter from the joint. The cast iron gland shall then be slipped on to the spigot end of the pipe with lip extension of the gland toward the socket or bell end. The rubber gasket shall be placed on the spigot end with the thick edge toward the gland. The pipe shall be pushed forward to completely seat the spigot end in the bell. The gasket shall then be pressed into place within the bell, being careful to have the gasket evenly located around the entire joint. The cast iron gland shall then be moved along the pipe into position and bolted.

Nuts spaced 180 degrees shall be tightened alternately to AWWA C-600 Standards in order to produce an equal pressure on all parts of the gland.

Jointing Gasket Joint Pipe (AWWA C111, AWWA C900, AWWA C200, ASTM F477, AWWA C950)

The inside of the bell shall be thoroughly cleaned to remove all foreign matter from the joint. The gasket shall be inserted in the gasket seat provided.

A thin film of gasket lubricant shall be applied to inside surface of the gasket. Gasket lubricant shall be a solution of vegetable soap or other solution supplied by the pipe manufacturer and

approved by the City. The spigot end of the pipe shall be cleaned and entered into the rubber gasket in the bell, using care to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the seat of the bell. Care must be taken not to damage exterior or interior lining when joining the pipe. Field cut pipe lengths shall be beveled to avoid damage to the gasket and facilitate making the joint.

All pipe shall be furnished with a depth mark to assure that the spigot end is inserted to the full depth of the joint.

All fittings shall be ductile iron conforming to the latest ANSI specifications A21.10 for fittings, twelve inches (12") or less, and AWWA C110 for fittings fourteen inches (14") or larger. Joints for all fittings shall be mechanical joints with Mega Lug wedge action retaining glands, or approved equal. All nuts and bolts used for jointing shall be stainless steel, Grade 304 bolts, and Grade 316 nuts.

This work shall be paid for at the contract unit price per FOOT (LF) for WATER MAIN of the diameter and type specified, which shall be payment in full for all labor, equipment and material to install and/or relocate the water mains as shown on the Plans or as directed by the Engineer in the field.

All fittings shown on the Plans shall be considered incidental to the cost of the water main. In the event that fittings are required beyond what are shown in the Plans, payment shall be made at the contract unit price per POUND (LB) for ADDITIONAL FITTINGS.

SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION

All copper fittings shall be flared fittings. Compression fittings shall not be allowed. All water services shall be constructed of 1" diameter Type K copper pipe unless otherwise called out on the Plans or directed by the Engineer in the field. Whenever possible, the Contractor shall install water services under pavement using trenchless construction methods (TCM). The Contractor shall submit a detailed plan describing the TCM to be used to the Engineer for approval. The costs associated with exposing existing utilities that may potentially be in conflict with the proposed copper water service to be installed utilizing trenchless methods shall not be paid for separately and shall be considered incidental to the trenchless copper water service installation. Water services and all appurtenances shall be installed meeting the requirements of Part 890 of the Illinois Plumbing Code (77 IL Admin Code 890.1150).

In the event that a partial copper water service is encountered during excavation, the Contractor shall notify the Engineer, and a partial lead service replacement shall be completed. The partial replacement may be from the street side (main to b-box) or house side (b-box to interior water meter) and may or may not include replacement of the curb stop and b-box.

The contractor will be given the contact information the City has obtained from the lead water service sign-off form which the contractor will use to coordinate any work required within the private property. The contractor will be responsible for all contact with the homeowner from that point forward and it is recommended the contractor has a bilingual employee to help with that communication. A before and after picture at the water meter should be taken of each property and provided to the City on completion of the work in order to be paid these allowances. The

contractor should display the address and date in each picture.

The Contractor shall televise and locate the sanitary service prior to lead water service replacement. If the homeowner or property owner claim to have a damaged sanitary service post water service replacement, the Contractor shall investigate and repair any damaged services resulting from the lead service replacement at their own expense and as directed by the Engineer.

Installation of water services shall be paid for at the contract unit price per FOOT (LF) for OPEN CUT COPPER WATER SERVICE or for TRENCHLESS COPPER WATER SERVICE of the size specified in the contract, which shall be payment in full for all excavation, backfill material, dewatering, sheeting, shoring and bracing, supplying and installing the copper pipe and fittings, connection to existing lead lines if required, exposing existing utilities, and flushing the existing system, all in accordance with the Plans, specifications and as directed by the Engineer. The footage for TRENCHLESS COPPER WATER SERVICE payment shall be from the water main tap to the wall or floor where the new copper service enters the residence.

The contractor will be responsible for performing the work listed below and as directed by the Engineer while connecting the new copper water service to the interior water meter, in accordance with the details.

- A plumber licensed by the State of Illinois shall be responsible for any work under this contract that is required by the Illinois Plumbing Code which shall be included in the INTERIOR CONNECTION pay item.
- The interior connection pay item shall include up to 10' of additional pipe past the point of entry, the connection to the existing meter and a new 1" brass ball valve before and if needed after the meter.
- Interior pipe in excess of 10' shall be paid per foot of Interior 1" Copper pipe
- A new drain down shall be installed if needed and included in the cost of the interior connection
- The hole in the foundation wall or concrete floor shall be patched with hydraulic cement or concrete which shall be included in the interior connection. Any restoration beyond this patch will be the homeowner's responsibility
- Existing jumper wire and ground clamps will be reinstalled or replaced if needed which shall be included in the interior connection
- If the meter requires replacement, the replacement will be scheduled and completed by the City at a later date
- City to provide meter socket or meter horn if needed but the installation cost shall be included in the interior connection pay item
- If the water heater requires removal and resetting it shall be paid for separately if approved by the Engineer.
- Any project management time needed to coordinate access with the home or property owner shall be included in the INTERIOR CONNECTION pay item.

This work shall be paid for at the contract unit price per EACH (EA) for INTERIOR CONNECTION TO WATER METER W/SLAB or INTERIOR CONNECTION TO WATER METER W/BASEMENT OR CRAWL SPACE and shall include all materials and labor necessary to perform the work as previously specified.

The Contractor shall remove and replace the curb stop and box if directed by the Engineer. All curb stops shall be Minneapolis pattern with flared connections conforming to ANSI/AWWA C800 and shall be the following brands or approved equal: A.Y. McDonald 6104, Ford B22-444M, or Mueller H-15151. All curb boxes shall be 5'6" bury Minneapolis pattern with minimum 1-1/4" upper section equal to: A.Y. McDonald 5614 or Ford EM-55-56. (Accepted Brands: Mueller, Star Pipe Products, Sigma/Nappco, Bingham & Taylor or approved equal) Removal and replacement of the curb stop and box shall be paid for at the contract unit price per EACH (EA) for CURB STOP AND BOX for the size specified in the contract which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

The Contractor shall excavate and tap the new water main and install a new corporation stop at locations shown on the Plans or as directed by the Engineer. Corporation stops shall have flared connections conforming to ANSI/AWWA C-800 and shall be the following brands or approved equal: A.Y. McDonald 4701 or Ford F-600. All excavation, shoring, spoil removal and disposal, trench backfill and materials and labor necessary for connecting the water service to the new water main shall be paid for at the contract unit price per EACH (EA) for CORPORATION STOP for the size specified in the contract which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications and as directed by the Engineer.

In locations where the new service is to be connected to PVC water mains, the Contractor shall use an epoxy coated ductile iron service saddle with stainless steel bands. Saddles shall be Ford FC202 for C900/C905 PVC or approved equal. All labor and material necessary for installing saddles shall be paid for at the contract unit price per EACH (EA) for SERVICE SADDLE which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

SP W.3 – WATER MAIN AND WATER SERVICE CROSSINGS

Crossing of water mains and services with storm and sanitary sewers shall comply with Sections 31-1.02 and 41-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois. In the event of a break in the water main, the Contractor shall replace said main with new Ductile Iron Pipe Class 52 (cement lined) across the full width of the trench and an additional distance on each side of the trench so that the connection to the existing main is on solid ground. However, in no case shall this additional distance on each side of the trench for said connections be less than eighteen inches (18"). All connections shall be made using a ductile iron transition sleeve with transition gaskets for varying outside diameters of pipe complying with mechanical joint ductile iron fittings ANSI-A21.10 and AWWA C-110 Specifications, and said fittings shall not be less than twelve inches (12") in length.

SP W.4 – WATER MAIN LOWERING

This item consists of lowering existing or proposed water mains in order to avoid vertical conflicts with existing or proposed utilities. This work may be shown on the plans or may be required due to unforeseen conflicts between the existing or proposed water main and other existing or proposed utilities. For areas where the existing main must be lowered, or the proposed main must be installed at a depth of 1.5' greater than the proposed depth, the length of lowered main shall

be paid for at the contract unit price per FOOT (LF) for WATER MAIN LOWERING of the size specified in the contract, which shall be payment in full for all equipment, labor, and backfill material. Fittings required to lower the mains shall not be paid for separately, but shall be considered incidental to WATER MAIN LOWERING.

Water main shall be ductile iron with zinc coating.

SP W.5 – GATE VALVE AND VALVE BOX FOR WATER MAINS

This section applies to the construction of standard cast iron valve boxes, all in accordance with the City of Aurora Standard Specifications for Improvements.

Cast Iron Valve Boxes: Valve boxes must be free of debris, vertical, and centered over the operating nut so that the nut is easily keyable. Valve boxes and extensions must be cast iron only (no plastic). Valve boxes shall be 6850 Series as manufactured by Tyler Union, or equal. Adjustable cast iron valve boxes shall be screw type and shall set to position during backfilling operations so they will be in a vertical alignment to the valve operating stem. The screw type valve box shall be adjustable by screwing the upper section over the lower section. The lower casting of the unit shall be installed first in such a manner as to be snugly settled upon the body of the valve. The upper casting of the unit shall then be placed into proper alignment at such an elevation that its top will be at final grade. If necessary, extension sections shall be furnished to increase the length of the screw type valve box to ensure the top of the box will be at final grade. CA-6 crushed stone shall be utilized to backfill around the valve and valve box.

Ring and Cover and Valve Box Castings: Castings with cast iron ring and cover, and cast iron parts of valve boxes, shall conform to the requirements of Standard Specifications for Gray Iron Castings, ASTM Designation A-48.

Gate Valve: Gate valves shall be Waterous series 2500 resilient wedge or Engineer approved equal with cast iron body, fully bronze mounted, non-rising stem with upper and lower thrust collars. Waterways shall be smooth. All valves shall open by turning counterclockwise. Valves shall meet or exceed AWWA C-500. Valves shall be Waterous. All nuts, bolts, and threaded rods shall be stainless steel, Grade 304 Bolts and Grade 316 Nuts.

ALPHA restraint joint gate valves manufactured by Romac Industries, Inc. with a working pressure of 350 psi shall be accepted as an Engineer approved equal.

End Connections

End connections of all valves shall be mechanical joint.

Valve Stem Seals: All gate valves shall be furnished with O-Ring Stem Seals. Number, size and design shall conform to the AWWA Standard for R/W valve O-Ring Stem Seals.

The minimum requirements for all valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C509-87, and C504. All materials used in the manufacture of waterworks valves shall conform to the AWWA standards designed for each material listed.

Manufacture and Marking: The valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body.

Valve with valve box will be paid for at the contract unit price per EACH (EA) for GATE VALVE WITH VALVE BOX of the specified diameter which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

SP W.6 – VALVE IN VALVE VAULT

This work shall consist of all excavation, furnishing and installing the valve; valve vault; frame and closed lid and appurtenances; testing; disinfecting; protection; removal of existing valve, valve box or vault, and installation of corporation stops, installation and removal of copper whips for flushing and testing, removal of surplus material; and clean-up, all in accordance with the Plans and specifications.

Corporation stops shall be installed on both sides of all valves within the valve vaults. The corporation stops shall be 1" diameter, unless otherwise called out in the Plans or needed to provide minimum flushing velocities.

Gate Valve

Gate valves shall be resilient wedge with cast iron body, fully bronze mounted, non-rising stem with upper and lower thrust collars. Waterways shall be smooth. All valves shall open by turning counterclockwise. Valves shall meet or exceed AWWA C-500. Valves shall be Waterous. All nuts, bolts, and threaded rods shall be stainless steel, Grade 304 bolts and Grade 316 nuts. All gate valves shall be furnished with O-Ring Stem Seals. Number, size and design shall conform to the AWWA Standard for R/W valve O-Ring Stem Seals.

End Connections

End connections of all valves shall be mechanical joint.

The minimum requirements for all valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C509-87, and C504. All materials used in the manufacture of waterworks valves shall conform to the AWWA standards designed for each material listed. The Contractor shall provide corporation stops on either side of all valves. The corporation stop shall be a minimum of 1" diameter. Larger diameter corporation stops may be required if needed to provide adequate flushing velocities.

Valve Vaults

Valve Vaults shall be 4' in diameter for 10" and smaller valves and 5' in diameter for 12"- 16" valves. Valve vaults shall be constructed in accordance with the Plans and details and shall include all excavation, testing, frame and cover, granular trench backfill, and all other appurtenances. **Each valve vault shall be furnished with a cast iron frame and cover as specified in the Plans. Frames shall be East Jordan 1050Z1 or approved equal within paved areas. In non-paved areas, the frame shall be East Jordan 1022Z1 or approved equal. The lids shall be East Jordan 1020A watertight covers with two (2) concealed "EPIC" pickholes. The cover shall have the words "City of Aurora" cast into the top, in two (2) inch high lettering. The structures shall be constructed with a minimum of 2" adjusting rings and allow for a maximum of 10" of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings**

shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black. 5000 series meeting ASTM D3575 and ASTM D48-1913; B6D7G4L3M24S2T17W7. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l ((7.5pcf). "Grade" adjustment rings may contain either an upper or lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top. The grade adjustment rings shall be capable of supporting the minimum requirements of AASHTO M-306, H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments. Composite rings shall be set with 3/8"x3.5" butyl rope between each ring, frame and/or top of structure in lieu of the manufacturer recommended sealant. Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item.

Manufacture and Marking

The valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body.

Valve with valve vault will be paid for at the contract unit price per EACH (EA) for MJ VALVE IN VAULT of the size, type and diameter of valve and vault specified which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

SP W.7 – CONNECTIONS TO EXISTING WATER MAINS

This work shall consist of all excavation, furnishing and installing the tapping valve, saddle; valve vault; frame and closed lid and appurtenances; furnishing and installing the valve tie downs and thrust blocking; fittings; reducers; sleeves; testing; disinfecting; protection; removal of surplus material; and clean-up, all in accordance with the Plans and specifications.

Tapping Sleeve

Tapping sleeves shall be ductile iron construction meeting ASTM A536 Grade 65-45-12.

Tapping Valve

Tapping valves shall be resilient wedge with cast iron body, fully bronze mounted, non-rising stem with upper and lower thrust collars. Waterways shall be smooth. All valves shall open by turning counterclockwise. Valves shall meet or exceed AWWA C-500. Valves shall be Waterous. All nuts, bolts, and threaded rods shall be stainless steel, Grade 304 bolts and Grade 316 nuts.

End connections of all valves shall be mechanical joint with Mega Lug retainers.

Valve Stem Seals

All gate valves shall be furnished with O-Ring Stem Seals. Number, size and design shall conform to the AWWA Standard for R/W valve O-Ring Stem Seals.

The minimum requirements for all valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C509-87, and C504. All materials used in the manufacture of waterworks valves shall conform to the AWWA standards designed for each material listed.

Valve Vaults

Valve Vaults shall be 5' in diameter for 12" diameter and smaller pressure connections. Valve Vaults shall be 6' in diameter for pressure connections greater than 12" diameter.

Manufacture and Marking

The valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body.

Non pressure connections to existing mains shall consist of the installation of necessary fittings, reducers, and sleeves; the location of the existing main to determine size and alignment prior to the installation; notification to affected residents in accordance with the special provisions; properly plugging the portion of existing main to be abandoned.

The tapping valve with valve vault will be paid for at the contract unit price per EACH (EA) for PRESSURE CONNECTION in VAULT for the size specified in the contract; non-pressure connections to existing mains shall be paid for at the contract unit price per EACH (EA) for CONNECT TO EXISTING WM, of the size specified in the contract which shall be payment in full for all labor, equipment, and material necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer in the field.

SP W.8 – FIRE HYDRANT ASSEMBLY

This item shall consist of the installation of new fire hydrant assemblies, including: all excavation; furnishing and installing the fire hydrant, tees, fittings, up to 15 feet of six inch (6") DIWM pipe, auxiliary gate valve, cast iron valve box with lid, thrust blocks, drainage system and appurtenances; testing; disinfecting; protection; removal of surplus excavated material; and clean-up. The fire hydrant shall be red in color.

Description

These specifications are to be used in conjunction with the AWWA Standard C502 for fire hydrants for ordinary water works service, and the City of Aurora's Standard Specifications for Improvements.

Materials

All materials used in the production of fire hydrants for ordinary service shall conform to the specifications designated for each material listed in AWWA Standard C502.

The hydrant shall be Waterous Pacer WB-67 (5 1/4" barrel) of a pattern approved by the Engineer. The seat must be bronze. The name or mark of the manufacturer, size of the valve opening shall be plainly cast in raised letters and so placed on the hydrant barrel as to be visible after the hydrant has been installed.

All nuts, bolts, and threaded rods shall be stainless steel, Grade 304 bolts and Grade 316 nuts.

ALPHA restraint joint hydrants manufactured by Romac Industries, Inc. with a working pressure of 350 psi shall be accepted as an Engineer approved equal.

Any vertical adjustments or hydrant extensions will not be paid for separately but shall be considered incidental to Fire Hydrant Assembly.

This work shall be paid for at the contract unit price per EACH (EA) for FIRE HYDRANT ASSEMBLY, which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

SP W.9 – FIRE HYDRANT REMOVAL

This work shall consist of removing and if necessary disposing of existing fire hydrants, auxiliary valves, valve boxes, including all required excavation, plugging the existing hydrant lead with brick and mortar, and backfill material. The Contractor shall keep existing hydrants in service until the proposed water main improvements have passed all required testing and have been placed into service.

Existing hydrants and valves being removed shall be delivered to 2185 Liberty St., Aurora and unloaded at the location designated by City personnel.

This work shall be paid for at the contract unit price per EACH (EA) for FIRE HYDRANT ASSEMBLY REMOVAL which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

SP W.10 – PRESSURE TESTING WATER MAINS

The newly laid water mains or any valved sections of it shall be subject to a hydrostatic pressure test of no less than one-hundred and fifty (150) psi. All testing activities shall be recorded and witnessed by the City of Aurora's Engineering Division or its designated representative. Any testing not witnessed will not be accepted. The Contractor shall furnish the pump pipe connection and all necessary apparatus, including gauges and meters.

After the water main has been laid and partly backfilled, the water main shall be slowly filled with water to eliminate air pockets prior to testing. If necessary, taps with corporate stops shall be placed at points of highest elevation allowing trapped air to be expelled before being plugged. The main shall be filled with water at a rate to ensure that the water within the main will flow at a velocity no greater than 1 foot/second.

Before applying the test pressure, air shall be completely expelled from the pipe. **The Contractor shall pre-pressure test the main prior to the City witnessing the test. If the Contractor schedules a pressure test prior to pre-testing and the test fails, the Contractor will be deducted \$500 for each failed test.** The test pressure shall be at least 150 psi and the test shall last for a minimum of 2 hours. A loss of more than 5 psi during the test shall result in a test failure and the test must be restarted. Upon completion of the test, the volume of recovery water shall be defined as the amount necessary to restore the pressure within the test section to the value at the commencement of the test. The allowable leakage shall be as determined by AWWA Standard C600-100 Sec. 5.2, based on an allowable leakage of 10.49 gpd/mi/inch. While lengths greater than 1,000 feet may be tested at one time, the permissible leakage will be calculated for the length of water main tested up to a maximum of 1,000 feet regardless if the actual length of main tested is longer.

All joints showing visible leaks shall be repaired until tight. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material and the entire pressure test shall be repeated until satisfactory to the Engineer. The Contractor will not be allowed to utilize "Bell Joint Clamps" to repair leaks at push-on joints.

This work shall not be paid for separately, but shall be considered incidental to the costs for installation of the water main.

SP W.11 – PROTECTION AGAINST CORROSION:

This covers material specifications and installation procedures for **V-bio polyethylene wrapping** of the underground installations of ductile iron pipe, and other related appurtenances or water main. **The Contractor shall use a V-bio enhanced polyethylene wrap or an Engineer approved equal.** To ensure protection against corrosive soils, all ductile iron pipe installed as part of the public system shall include V-bio polyethylene encasement. The encasement shall be installed in accordance with the following specifications.

Table 1 – Raw Material Used to Manufacture Polyethylene Film

All Characteristics	In accordance with ASTM Standard Specification D-1238-68
Type	I
Class	A (Natural Color) or C (Black)
Grade	E-I
Flow Rate (Melt Index)	0.4 Maximum
Thickness	0.008 inch (8 mils) Minimum
Volume Resistivity	Minimum Ohm-cm ³ = 10 ¹⁵
Tensile Strength	1200 psi Minimum
Elongation	300% Minimum
Dielectric Strength	800 Volts per mil Minimum

Thickness Tolerance

Polyethylene film shall have a minimum thickness of 0.008 inch (8 mils). The minimum thickness tolerance is ten percent (10%) of the nominal thickness.

Table II – Minimum Polyethylene Width

Nominal Diameter of Pipe (Inch)	Flat Tube	Sheet
6	21	48
8	24	48
10	27	54
12	30	60
16	37	74
24	54	108
30	67	134
36	81	162

General Installation

The V-bio polyethylene encasement shall prevent contact between the pipe and the surrounding backfill and bedding material but is not intended to be a completely air and water tight enclosure. Overlaps shall be secured by the use of adhesive tape, plastic string, or other material capable of holding the V-bio polyethylene encasement in place until backfilling operations are completed.

Pipe Wrapping

The standard includes three different methods for the installation of V-bio polyethylene encasement on pipe. For polyethylene supplied in tubes, use Methods A and B. Method C is for use with polyethylene sheets.

METHOD A

Cut polyethylene tube to a length approximately two feet (2') longer than that of the pipe section. Slip the tube around the pipe, centering it to provide a one foot (1') overlap on each adjacent pipe section, and bunching it accordion fashion length-wise until it clears the pipe ends.

Lower the pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at joints to facilitate installation to the polyethylene tube.

After assembling the pipe joint, make the overlap of the polyethylene tube. Pull the bunched polyethylene from the preceding length of pipe, slip it over the end of the new length of pipe and secure in place. Then slip the end of the polyethylene from the new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe.

Secure the overlap in place. Take up the slack width to make a snug, but not tight fit along the barrel of the pipe, securing the fold at quarter point.

Repair any rips, punctures, or other damage to the polyethylene with adhesive tape or with a short length of polyethylene tube cut open, wrapped around the pipe and secured in place. Proceed with installation of the next section of pipe in the same manner.

METHOD B

Cut polyethylene tube to length approximately one foot (1') shorter than that of the pipe section. Slip the tube around the pipe, centering it to provide six inches (6") of bare pipe at each end. Make polyethylene snug, but not tight; secure ends as described elsewhere.

Before making up a joint, slip a three foot (3') length of polyethylene tube over the end of the preceding pipe section, bunching it accordion fashion lengthwise. After completing the joint, pull the three foot (3') length of polyethylene tube over the joint, overlapping the polyethylene previously installed on each adjacent section of pipe by at least one foot (1'); make snug and secure each end as described elsewhere.

Repair any rips, punctures, or other damage to the polyethylene. Proceed with installation of the next section of pipe in the same manner.

METHOD C

Cut polyethylene sheet to a length approximately two feet (2') longer than that of the pipe section. Center the cut length to provide a one foot (1') overlap on each adjacent pipe section, bunching it until it clears the pipe ends. Wrap the polyethylene around the pipe. Secure the cut edge of polyethylene sheet at intervals of approximately three feet (3').

Lower the wrapped pipe into the trench and make up the pipe joint with the preceding section of pipe. A shallow bell hole must be made at joints to facilitate installation of the polyethylene. After completing the joint, make the overlap as described above.

Repair any rips, punctures or other damage to the polyethylene. Proceed with installation of the next section in the same manner.

Pipe Shaped Appurtenances Wrapping

Cover bends, reducers, offsets, and other pipe-shaped appurtenances with polyethylene in the same manner as the pipe.

Odd Shaped Appurtenances Wrapping

When valves, tees, crosses, and other odd-shaped pieces cannot be wrapped practically in a tube, wrap with a flat sheet or split length of polyethylene tube by passing the sheet under the appurtenance and bringing it up around the body. Make seams by bringing the edges together, folding over twice, and taping down. Handle width and overlaps at joints as described above. Tape polyethylene securely in place at valve stem and other penetrations.

This work shall not be paid for separately, but shall be considered incidental to the contract unit price per FOOT (LF) for WATER MAIN and WATER MAIN LOWERING of the size and type specified.

SP W.12 – FLUSHING OF WATER MAINS

After satisfactory completion of pressure/leakage testing, the water main shall receive a preliminary flush. Flushing of water mains shall be conducted under the supervision of the City of Aurora’s Engineering Division, or its designee, in accordance with the approved flushing plan. The flushing shall include 100% of the newly installed water main as well as **every fire hydrant installed**. During the flushing operation the direction of flow through the mains shall be reversed. All main line and hydrant valves shall be opened and closed while flushing in each direction.

The flushing velocity in the main shall be a **minimum of 3.0 feet/second**. See Table A for recommended flows to properly flush piping.

Table A

Required Flow and Openings to Flush Pipelines*

Pipe Diameter (Inch)	Flow Required to Produce 3.0 ft/s Velocity in Main (gpm)	Size of Tap			Number of 2-1/2 inch Hydrant Outlets
		1-inch	1-1/2 inch	2-inch	
		Number of Taps on Pipe**			
4	120	1	-	-	1
6	260	-	1	-	1
8	470	-	2	-	1
10	730	-	3	2	1
12	1,060	-	-	3	2
16	1,880	-	-	5	2

* Assuming 40 psi residual pressure in existing water main

** Number of taps on pipe based on discharge through 5 ft. of galvanized iron (GI) pipe with one 90 degree elbow.

NOTE: Flushing is no substitute for preventive measures during construction. Certain contaminants, such as caked deposits, resist flushing at any feasible velocity.

This work shall not be paid for separately, but shall be considered incidental to the costs for installation of the water main.

SP W.13 – REQUIREMENTS OF CHLORINE

Water Main Disinfection

Disinfection shall be accomplished by the use of liquid sodium hypochlorite (NaOCl) or chlorine gas only. The City of Aurora's Engineering Division or its designated representative shall witness the chlorination of the water main. Chlorination of the water main shall not be permitted until the main has passed the pressure/leakage test and a preliminary flush has been performed, witnessed, and approved.

Under the supervision of the project field representative, water from the existing distribution system shall be made to flow at a constant rate into the newly laid water main. At a point not more than 10 feet downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will receive not less than 50 mg/L of free chlorine (see Table B or C below).

If chlorine gas is utilized, a minimum of two people employed by the Chlorinator are required when chlorinating a main. One person to monitor the chlorine gas system at the cylinder and one person to monitor the free chlorine levels at the whip/sample locations. The chlorine gas cylinder is not to be left unattended at any time during the disinfection procedure.

All main line and hydrant valves (except for valves at the connection between the new and existing systems) shall be operated after the main has been chlorinated in order to allow the valve disk to make contact with the chlorine solution. As an optional procedure (if specified by the City of Aurora or its designee), water used to disinfect the new main during the application of chlorine will be supplied through a temporary connection. This temporary connection shall be installed with an appropriate cross-connection control device to prevent backflow into the distribution system.

Table B

*Chlorine Gas Required to Produce 50 mg/L
Concentration in 100 ft. of Pipe*

Pipe Diameter (Inch)	100% Chlorine Gas* (Pounds / 100 LF)
4	.026
6	.060
8	.108
10	.170
12	.240
16	.434

* Approximate dosages required

Table C

1% Sodium Hypochlorite (NaOCl) Solution Required to Produce 50 mg/L Concentration in 100 ft. of Pipe

Pipe Diameter (Inch)	1% Sodium Hypochlorite Solution* (Gallons / 100 LF)
4	.32
6	.72
8	1.30
10	2.04
12	2.88
16	2.60

* Approximate dosages required

A minimum free chlorine residual of 25 mg/l shall remain in the water main after standing 24 hours in the pipe as tested/confirmed by the City's Engineering Division or designated representative. A free chlorine concentration less than 25 mg/L indicates an unusually large chlorine demand and can be an indication of significant contamination within the pipe. This condition shall require the Contractor to perform a second preliminary flush and also to chlorinate the main a second time prior to collection of any samples.

Final Flushing and Bacteriological Testing

A minimum of 24 hours after the water main has been properly chlorinated, the Contractor shall schedule an appointment for bacteriological testing. The Contractor shall contact the City of Aurora's Microbiology Laboratory at 630-256-3255 to schedule sample collection. Typically, sample collection will occur on the next business day. Samples will NOT be collected on Fridays, Saturdays, or Sundays, unless advance coordination has been completed and the Contractor is willing to pay for the sampling.

All of the water main that is covered by one IEPA permit must be tested and sampled as a complete project. Bacteriological sampling will not begin until the entire length of the water main being permitted by the IEPA for that particular project has been installed, pressure tested, and chlorinated. Modifications of this requirement must be discussed with the city's representative 7 days prior to disinfection procedures.

Just prior to sampling, the main shall be flushed under the supervision of approved City of Aurora personnel or a designated representative to reduce the free chlorine concentration to no more than 3.5 mg/L. City of Aurora Water Production Division personnel shall collect all bacteriological samples. Sample points shall consist of only copper whips attached to the main and shall be located every 1,200 feet, plus one location from the end of the line, and at least one location from each branch greater than one pipe length long (generally 20 feet). Representative samples shall be collected at locations as directed by the City of Aurora's Water Production Division. **Samples shall not be drawn from hydrants.**

All water mains must be shown to be free of bacterial contamination before being placed into service. All samples shall be analyzed for bacteriological contamination at the City of Aurora's Illinois Department of Public Health certified laboratory. If an initial sample set indicates no bacterial contamination in the water main then the disinfection will be considered satisfactory. If any of the samples that are part of the initial sample set do not pass satisfactorily, then two consecutive water samples collected at least 24 hours apart from each of the unsatisfactory locations must pass to indicate no bacteriological contamination and to allow the main to be placed into service.

The City of Aurora will collect a total of three samples from each designated sample location free of charge. If any of the third samples collected from any location indicate bacteriological contamination then the Contractor must again perform preliminary flushing and chlorination (as described above) on the water main before additional samples will be collected by the City of Aurora. If the portions of the water main which have not passed the bacteriological sampling can be properly isolated from the portions that have passed, and the City of Aurora Engineering Division or its designated representative approves, then only the unsatisfactory portions of the main will be required to be re-flushed, re-chlorinated, and re-sampled.

Once samples are collected, City of Aurora employees or its designated representative shall stop the flow of water through the copper sample whip and the main. Thus, all valves associated with all hydrants, copper whips, and new main isolation valves shall be closed and may not be left "running" between collections of samples on consecutive days.

After samples are collected, City of Aurora personnel or its designated representative shall close the main isolation valve that provides water from the existing water main into the newly installed water main being tested. This valve shall remain closed until the water main project receives approval to become active or if additional sampling or flushing is required. Approved City of Aurora personnel, or its designated representative, shall be the only individuals allowed to operate this valve.

Any questions concerning installation, testing, or disinfection procedures should be directed to the City's designated representative or the Water Production Division at 630-256-3250.

This work shall not be paid for separately, but shall be considered incidental to the costs for installation of the water main.

SP W.16 – DISCONNECT AND ABANDON EXISTING WATER MAIN CONNECTION

The Contractor shall disconnect and abandon the existing water main at the locations shown on the Plans or as directed by the Engineer in the field.

The Contractor shall expose the water main to be disconnected and confirm the size and type of pipe material. If the water main to be abandoned is connected to water main via a tee, the tee shall be removed along with a minimum of two (2') feet of pipe on either side and replaced with Class 52 Ductile Iron Water Main along with Ductile Iron Long Sleeve. If the water main to be removed is connected to the water main via a cross, the pipe shall be removed from the cross and replaced with a Ductile Iron Plug.

All fittings shown on the Plans shall be considered incidental to the cost of the disconnect and abandon existing water main. In the event that fittings is required beyond what are shown in the Plans, payment shall be made at the contract unit price per POUND (LB) for ADDITIONAL FITTINGS.

The disconnecting and abandoning of water main in order to facilitate the installation of new water main, shall not be paid for separately, but shall be considered incidental to the Contract.

The removal of water main and connections not within the vicinity of valve vaults or planned excavated areas as identified on the Plans shall be paid for at the contract unit price per EACH (EA) as DISCONNECT AND ABANDON EXISTING WATER MAIN CONNECTION, and shall include all equipment, labor, and material necessary to complete the work.

If any water main is called out on the Plans or directed by the Engineer in the field to be filled with Controlled Low Strength Material (CLSM), this work shall be paid for at the contract unit price per CUBIC YARD (CY) for FILLING EXISTING SEWER OR WATER MAIN WITH CLSM.

Select granular trench backfill shall be considered incidental to the DISCONNECT AND ABANDON EXISTING WATER MAIN CONNECTION pay item.

SP R.1 – SAW CUTTING

When called for on the Plans or where directed by the Engineer, the Contractor shall saw-cut existing bituminous concrete and/or Portland cement concrete pavement full depth to penetrate the base and sub-base, so as to completely separate the existing pavement to be removed from that to remain. It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

The work shall be performed in such a manner that a straight, vertical joint will be obtained. The saw cutting shall be done prior to the commencement of removal operations. Care shall also be taken by the Contractor so as not to damage the remaining pavement or surface directly adjacent to the pavement or surface to be removed. Any damage to the existing pavement or surface resulting from removal operations shall be repaired at the Contractor's expense, as directed by the Engineer.

The saw cutting shall be performed on both sides of the trenches for the proposed underground utilities. This work shall be performed prior to the commencement of the installation of the improvements as specified. It shall be the Contractor's responsibility to lay out the locations for the proposed saw cuts.

This work shall not be paid for separately, but shall be considered incidental to the contract unit prices. Saw cutting required for items not listed above or designated elsewhere in the special provisions shall be considered incidental to the contract.

SP R.2 – TEMPORARY DRIVEWAY SURFACE, AND TEMPORARY PAVEMENT SURFACE

Restoration of all improvements on public property is to be done in an expeditious manner. Failure to conform to these requirements will result in the City causing such work to be done. All costs of such work, including administrative costs, will be charged to the Contractor along with a \$500.00 penalty for each occurrence on Driveways, Local Roads and Minor Arterials, and \$500.00 for each hour per occurrence on Major Collectors and Arterials during the peak traffic hours Monday through Friday between 7 AM to 9 AM and 3 PM to 7 PM, during non-peak hours the penalty shall be \$500 per occurrence whereby the City must invoke this provision. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to temporarily or permanently restore public property as required.

PRIOR TO THE REMOVAL OF ANY PAVEMENT OR DRIVEWAYS, THE CONTRACTOR SHALL HAVE TEMPORARY PAVEMENT ON SITE, IN ORDER TO ENSURE THAT THE TEMPORARY PAVEMENT IS IN PLACE THE SAME DAY THAT THE EXISTING PAVEMENT IS REMOVED.

Where a temporary pavement surface has not been requested by the Engineer, the Contractor is encouraged to cap the surface with HMA grindings. However, HMA grindings will not qualify as a temporary pavement surface and will not be paid for as such.

Driveways

A cold mix **temporary surface** is required the same day of excavating the drive approach or the curb adjacent to the drive approach. The Contractor shall provide a temporary approach for all driveways across the width of the approach until the final surface is placed. Temporary driveways shall be inspected at the end of all workdays or in a timely manner to ensure the driveway surface remains usable to the satisfaction of the Engineer. Special attention shall be taken for handicapped residents or residents who may need imminent emergency care (expectant mothers, etc.). The Contractor and Engineer will work to identify special-needs residents to assure they have access to traffic or special vehicles at all times.

Local Streets and Minor Collectors

The Contractor shall place cold mix at street intersections, and/or at other locations as directed by the Engineer the same day of excavating the pavement. Cold Mix shall have a minimum of two inches (2") thickness. The temporary surface shall be removed prior to placing the permanent pavement the cost of which is included in this temporary pavement surface pay item. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The Contractor shall be responsible for coring through the cold patch in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional cold patch shall be applied. At all locations where cold mix is not installed, the Contractor shall place and maintain a CA-6 crushed limestone surface. Holes shall be backfilled or steel-plated over weekends and holidays. The permanent patch to City specifications must be in place as soon as possible.

Special attention shall be taken for handicapped residents or residents who may need emergency trips to a hospital. The Contractor, as directed by the Engineer, shall work with special-needs residents to assure they have special access to traffic and/or special vehicles at all times.

Arterials and Major Collectors

The Contractor shall place Hot Mix Asphalt (HMA) at all excavated locations within active travel lanes and intersections, and at other locations as directed by the Engineer. The HMA depth shall have a minimum of two inches (2") thickness. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The Contractor shall be responsible for coring through the temporary pavement in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional temporary pavement shall be applied. As an alternative, the Contractor may use cold mix asphalt. If cold mix is used, the Contractor shall inspect, repair and/or replace cold mix at all actively travelled locations, and at other locations as directed by the Engineer, on a daily basis when the temporary patch exceeds 1-inch of deviation (above or below) from the adjacent pavement or when excessive tracking of material occurs. Cold mix must be compacted with vibratory or heavy equipment – hand tamping shall not be allowed. Tracking of cold mix onto the travelled lanes shall be cleaned on a daily basis during off-peak traffic hours. The Contractor may use steel-plates, secured in place, to cover open excavations during weekends and holidays with appropriate warning signage. The use of CA-6 crushed limestone as a temporary patch is prohibited. The temporary surface shall be removed prior to placing the permanent pavement the cost of which is included in this temporary pavement surface pay item. HMA in good condition may be allowed to remain in place at the Engineer's discretion. Cold mix shall be removed and replaced with permanent pavement.

Special attention shall be taken for handicapped residents, residents who may need emergency trips to a hospital, and businesses and emergency services needing 24-hour access for public safety. The Contractor, as directed by the Engineer, shall work with special-needs residents, businesses, and services to assure they have special access to traffic and/or special vehicles at all times.

Measurement and Payment

The installation and maintenance of the temporary surface shall be paid for at the contract unit price per SQUARE YARD (SY) for TEMPORARY PAVEMENT, 2" which shall be payment in full for all material, equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

SP R.3 – HOT MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT

This work shall consist of saw cutting, removing, and disposing of the existing roadway pavement and replacement with Hot Mix Asphalt pavement and aggregate base course in accordance with the IDOT Specifications, and as shown on the plan details. This work shall be performed after the successful completion of a proof roll.

The cut faces of the existing pavement shall be primed in accordance with the IDOT Specifications.

Damages to existing pavement due to construction traffic and track machinery shall be repaired according to these specifications, to the limits dictated by the Engineer. The repair of damages to existing pavement due to construction traffic and track machinery shall **not** be paid for, but shall be fully repaired at the Contractor's expense.

Prior to the placement of any permanent pavement, the Contractor shall perform a proof

roll in accordance with the latest addition of the IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

Measurement and Payment

This work shall be paid for at the contract unit price per SQUARE YARD (SY) for CLASS D PATCHING of the thickness specified, which price shall be payment in full for all labor, materials including aggregate base, and equipment necessary to perform this work in accordance with the Plans, details, and specifications.

SP R.4 – HOT-MIX ASPHALT PAVEMENT SURFACE COURSE

This work shall consist of the placement of a one and one-half (1-1/2") layer of hot-mix asphalt surface course mix N50 after preparing and cleaning the base in accordance with the applicable portions of Section 406 of the Standard Specifications and as stated herein.

The Contractor shall begin the placing of bituminous surface so as to complete the work on the same day. The Contractor shall stagger the longitudinal joints in the surface course to provide a minimum offset distance of six inches (6") from the binder course. Prime coat in accordance with the IDOT Specifications is incidental.

This work shall be measured and paid for at the contract unit price per TON in place for HOT-MIX ASPHALT SURFACE COURSE 1-1/2", which price shall be payment in full for preparing and cleaning the base, application of prime coat, placement of bituminous mixture, and disposal of any unsuitable material, as specified herein and as directed by the Engineer.

SP R.5 – PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

This work consists of the removal of existing residential and commercial drive approaches, and replacement with Portland concrete cement driveways and performing necessary earthwork (such as excavation or embankment) according to the proposed grade.

The replaced driveway shall be six inches (6") for residential approaches, and eight inches (8") for commercial approaches of Class PV Portland cement concrete, non-reinforced with a continuous, full depth bituminous fiber expansion joint at the sidewalk and at the back of the curb. The surface shall be cured and protected as per the requirements for sidewalk. The pavement shall be placed on a compacted stone or gravel base to a depth of four inches (4") minimum for residential, and 6" minimum for commercial. **Portland cement concrete driveways shall have contraction joints installed as shown on the plan details.**

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

This item shall be paid for at the contract unit price per SQUARE YARD (SY) for PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT, for the thickness specified in the contract, measured in place, which price shall be payment in full for all labor, materials, and equipment necessary to complete this item in accordance with the Plans and specifications.

SP R.6 – HOT MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

This work consists of the removal of existing residential and commercial drive approaches, and replacement with hot-mix asphalt driveways and performing necessary earthwork (such as excavation or embankment) according to the proposed grade.

The replaced driveway surface course shall be two inches (2") for residential approaches and four inches (4") for commercial approaches. The driveway pavement shall be placed on a compacted stone or gravel base to a depth of four inches (4") minimum for residential, and 6" minimum for commercial.

This item shall be paid for at the contract unit price per SQUARE YARD (SY) for HOT MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT, for the thickness specified in the contract, measured in place, which price shall be payment in full for all labor, materials, and equipment necessary to complete this item in accordance with the Plans and specifications.

SP R.7 – COMBINATION PCC CURB AND GUTTER REMOVAL & REPLACEMENT

This work shall consist of the removal of existing and the installation of new combination (Portland Cement Concrete, PCC) curb & gutter of the type and size matching that which exists, or as directed by the Engineer, by method and materials specified in Articles 606 and 1020 of the Standard Specification for Road and Bridge Construction. The new combination PCC curb and gutter shall be installed in locations where the work has caused damage or loss of the existing curb, or as shown on the Plans or directed by the Engineer.

Removal of PCC curb and gutter shall include full depth saw cuts.

Construction of combination PCC curb and gutter shall include:

1. The excavation for, the supplying and placement of, four inches (4") compacted CA-7 Aggregate base.
2. The placement of Class SI, PCC per the detail shown on the Plans.
3. The placement of reinforcement per the detail shown on the Plans.
4. The drilling and placement of dowel bars with grease caps into the existing adjoining concrete.
5. The placement of contraction joints, expansion joints, and construction joints per the detail and table shown on the Plans.
6. The application of curing and sealing compounds for Portland cement concrete per the PCC Sidewalk Removal & Replacement special provision below.
7. The backfilling of curb & gutter with material approved by the Engineer.

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

This work shall be paid for at the contract unit price per FOOT (LF) for COMBINATION PCC CURB & GUTTER REMOVAL & REPLACEMENT and shall include all labor, material, and equipment necessary for installation as specified herein. Saw cutting, expansion joints, reinforcement, and dowel bars shall be considered incidental to this item.

SP R.8 – PCC SIDEWALK REMOVAL AND REPLACEMENT, 5” AND DETECTABLE WARNINGS

This work shall consist of removing the existing sidewalk and placing a PCC Sidewalk in accordance with Section 424 and 440 of the Standard Specifications, the details included and as directed by the Engineer.

The Contractor shall saw cut, remove and dispose of sidewalks marked in the field for removal and prepare the subgrade to provide for the proposed sidewalk and 2" of compacted granular material, CA-6.

At locations where sidewalk shall be lowered to meet ADA accessibility requirements, the Contractor shall excavate subbase and subgrade as required to properly construct the lowered sidewalk. Earth excavation and disposal required to achieve the desired subgrade shall be considered incidental to the cost of the sidewalk.

Sidewalk ramps may require curb installation along the edge of the ramp where adjacent grading is prohibitive. In this application barrier curbs will be poured monolithically on each side of the curb ramp. These Barrier Curbs will be paid for at the contract unit price per FOOT (LF) of BARRIER CURB and shall include all labor, material, earth excavation and disposal, and equipment necessary for installation as specified herein.

Sidewalk shall be completely formed with lumber of 1½" nominal thickness and held securely in place with stakes.

All replacement sidewalks shall be a minimum of 5" thick. Sidewalk through driveways shall be increased to 6" thick for residential and 8" thick for commercial drive approaches. Sidewalk curb ramps shall be increased to 6" thick. The additional thickness will not be paid for separately but shall be considered incidental to Sidewalk Removal and Replacement.

The concrete used shall be Class SI concrete in accordance with Section 424 and 440 of the Standard Specifications, and should be cured as specified in the current issue of the Standard Specifications for Road and Bridge Construction. Membrane curing with W. R. Meadows CS 309, or approved equal, will be allowed with a white fugitive dye as per Type II membrane curing.

All sidewalk shall be sealed with W. R. Meadows "TIAH", or approved equal, immediately after seven (7) days of curing at a rate of 300 sq.ft. per gallon, utilizing a spray application. The surface must be thoroughly clean and dry at time of application.

The surface finish shall be a light broom finish.

The sidewalk shall be constructed with construction joints at five foot (5') intervals and shall be saw cut to a minimum depth of one inch (1") full width within twenty-four (24) hours of concrete placement, or tooled at the time of placement to the same depth.

Expansion joints of three-fourths inches (3/4") full depth bituminous fiber material are required where the new sidewalk abuts all curb, buildings, poles, other structures, through all drives on each side, and spaced as specified in the Plans, at the recommended spacing based on the pour temperature, or as directed by the Engineer.

The contractor shall be responsible for damage or vandalism to finished concrete surfaces until

final acceptance of the project. Damaged or vandalized concrete shall be replaced at the discretion of the Engineer.

At locations as directed by the Engineer, the Contractor shall excavate sod, topsoil and other material to install subbase granular material and a new sidewalk. Subbase thickness at these locations shall be 4". Earth Excavation required for this work will not be paid for separately but shall be considered incidental to this item.

Sidewalk curb ramps with detectable warning surface shall be constructed according to Standard 424001 and the details included. The Detectable Warning area shall be Red Color, 2' X 4' or 2' X 5' as required.

This work will be paid for at the contract unit price per SQUARE FOOT (SF) for PCC SIDEWALK REMOVAL & REPLACEMENT, 5" and DETECTABLE WARNINGS, which price shall include all labor and equipment necessary to remove the existing sidewalk, earth excavation and disposal, subbase material, disposal and placing sidewalk and furnishing and installing detectable warnings as specified herein. Root cutting and disposal of roots shall be considered incidental to this item.

SP R.10 – SEEDING - AURORA MIX:

This work shall consist of re-establishing swales and ditch lines, furnishing and placing 6" of pulverized top soil, fine grading, fertilizer, sowing of "Aurora Mix" grass seed by hand raking, and installing loose straw mulch stabilized with hydraulic mulch at the locations designated by the Engineer in accordance with the applicable portions of Section 250 and 251 of the Standard Specifications for Road and Bridge Construction.

Fertilizer nutrients shall be applied to the prepared areas at a 9:18:9 ratio at a rate of 200 pounds per acre.

Aurora Mix:

The City of Aurora grass seed mixture consists of:

- 24.93% ASAP Perennial Ryegrass
- 24.46% Caddieshack Perennial Ryegrass
- 24.33% Goalkeeper Perennial Ryegrass
- 12.37% Geronimo Kentucky Bluegrass
- 12.29% Kentucky Bluegrass (variety not stated)
- 1.34% Inert Matter, 0.28% Crop, 0.00% weed

This mixture shall be sown in such a manner as to produce a growth of grass similar in quality and appearance to the grass of adjoining areas. Grass seed mix shall be proportioned by weight and planted at a minimum rate of eight (8) pounds per thousand (1,000) square feet. Seeds furnished shall be first grade in quality, high in germination, and free from weeds. Seed shall not be sown in high wind, foul weather conditions, or when ground conditions are not proper in the opinion of the Engineer.

Within twenty-four (24) hours from the time seeding has been performed, the seeded area shall be covered with loose straw mulch and immediately stabilized in accordance with Method 2, Procedure 2 of Article 251.03 of the Standard Specifications.

The Contractor shall notify the Engineer a minimum of 48 hours prior to performing any landscape restoration. The Contractor shall demonstrate to the Engineer seeding and fertilizer applications rates prior to performing this work. Documentation regarding seed mixtures and fertilizer concentrations shall be provided to the Engineer prior to performing this work. In the event that the Contractor fails to adhere to these requirements, the work shall not be eligible for payment.

This work shall not be considered complete until a mowable weed-free stand of grass is obtained.

Measurement and Payment: The work specified herein shall be paid for by the contract unit price per SQUARE YARD (SY) for SEEDING – AURORA MIX, which price shall be payment in full for all labor, materials, and equipment necessary, including pulverized top soil, loose straw mulch covered with hydraulic mulch, and all other appurtenances required to perform this work in accordance with the Plans, details, and specifications.

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of other workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City of Aurora and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City of Aurora, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of Aurora and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further it will promptly notify the City of Aurora and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS
Effective: January 1, 1999
Revised: January 1, 2015

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall ,no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

CITY OF AURORA GENERAL SPECIFICATIONS
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the City's E Procurement System, OpenGov, inviting bids for the construction of this improvement.

1.2 A.S.T.M.

Wherever the letters A.S.T.M. are herein used, they shall be understood to mean the American Society of Testing Materials.

1.3 ATTORNEY

Wherever the word Attorney is used in these specifications or in the contract, it shall be understood to mean the Corporation Counsel of the City or designee.

1.4 BIDDER

Wherever the word Bidder is used, it shall be understood to mean the individual, firm, or corporation formally submitting a proposal for the work contemplated, or any portion thereof, acting directly or through an authorized representative.

1.5 BOARD

Wherever the word Board or a pronoun in the place of it occurs in these specifications, it shall be interpreted to mean the Board of Local Improvements of the City of Aurora, Illinois, and any of its authorized representatives provided, however, that such persons shall be understood to represent said Board to the extent of the special duties delegated to such representatives.

1.6 CITY COUNCIL OR COUNCIL

Wherever the term City Council, or Council, appears in these specifications it shall be taken to mean the City Council of the City of Aurora, Illinois.

1.7 CONTRACT

The term Contract shall be understood to mean the agreement covering the performance of the work covered by these general specifications, including the advertisement for bids, instructions to bidders, bid proposal, performance bond, these general specifications, supplemental specifications, special provisions, general and detailed Plans for the work, standard specifications referred to in the special provisions, all supplemental agreements entered into and all general provisions pertaining to the work or materials thereof, all of which are collectively referred to as the "Contract Documents".

1.8 CONTRACTOR

Wherever the word Contractor occurs in these specifications, it shall be interpreted to mean the person or persons, firm, or corporation who submits a proposal and thereafter enters into the

contract governed by these specifications as party or parties of the second part, and the agents, employees, workmen, heirs, executors, administrators, successors, or assignees thereof.

1.9 ENGINEER

Wherever the word Engineer is used in these specifications, it shall be interpreted to mean the City Engineer or his designee charged with directing and having charge of a portion of the project limited by the particular duties entrusted to him.

1.10 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

The MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, latest edition, as adopted by the United States Department of Transportation Federal Highway Administration.

1.11 PAYMENT BOND

The term Payment Bond shall be understood to mean the bond executed by the Contractor and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

1.12 PERFORMANCE BOND

The term Performance Bond shall be understood to mean the bond, executed by the Contractor and his surety, guaranteeing complete execution of the contract.

1.13 PLANS

Wherever the word Plans is used in these specifications, it shall be understood to mean all drawings, sketches, and detailed Plans or reproductions thereof pertaining to the construction involved.

1.14 PROPOSAL

Wherever the word Proposal is used, it shall be taken to mean the written proposal of the bidder on the form furnished for the work contemplated.

1.15 PROPOSAL GUARANTY

The term Proposal Guaranty shall be understood to mean the security designated in the Advertisement for Bids or Notice to Contractors to be furnished by the bidder as a guaranty of good faith to enter into a contract for the work contemplated

1.16 SPECIFICATIONS

Wherever the word Specifications is used it shall be understood to include all directions and requirements contained herein or referred to hereby, together with all special provisions and written agreements made or to be made pertaining to the work involved. All articles referred to in these general specifications when not qualified otherwise than by numbers, shall be understood to be articles from these general specifications.

1.17 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, latest edition, prepared by the Illinois Department of Transportation and adopted by said Department.

1.18 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

The STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION, latest edition, as adopted by the Illinois Society of Professional Engineers.

1.19 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

The STANDARD TRAFFIC SIGNAL SPECIFICATIONS, latest edition, as adopted by the Illinois Department of Transportation.

1.20 STATE

Wherever the word State is used herein, it shall mean the State of Illinois.

1.21 SURETY

The word Surety shall be understood to mean the individuals who are, or the corporate body which is bound with and for the Contractor for the acceptable performance of the contract, and for his payment of all debts pertaining to the work.

1.22 WORK

Wherever the word "Work" is used, it shall mean the work including all materials, labor, tools, appliances, equipment, and appurtenance necessary and incidental thereto to perform and complete everything specified or implied in the Plans, specifications, and in the contract documents, in full compliance with all the terms and conditions thereof and in a good and workmanlike manner.

SECTION 2 SCOPE OF THE WORK

2.1 INTENT OF PLANS AND SPECIFICATIONS

The true intent of the Plans and these specifications is to provide for the erection and completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, and necessary supplies, such as may reasonably be required to execute the contract in a satisfactory and workmanlike manner and in accordance with the Plans, specifications, and terms of the contract. Both parties must stipulate any deviation from these requirements in writing.

2.2 SPECIAL WORK

Should any construction conditions which are not covered by the Plans and these specifications be anticipated or encountered during construction, Supplemental Specifications for such work will be prepared by the Engineer and shall be considered a part of these specifications, the same as though contained fully herein.

2.3 INCREASED OR DECREASED QUANTITIES

The right is reserved, without impairing the contract, to make such increase or decrease in the quantities of the work as may be considered necessary to complete fully and satisfactorily the work included in the contract. The compensation to the Contractor for such changes shall be adjusted as provided herein.

2.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the Plans and in the character of the work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original Plans and specifications. Such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract.

2.5 EXTRA WORK

The City reserves the right, without impairing the contract, to order the performance of such work, of a class not contemplated in the proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. The Contractor shall do such extra work when ordered and authorized in writing by the Engineer, and the Contractor shall be compensated for such extra work on the basis and in the amount as provided herein.

2.6 EASEMENTS, PERMITS, AND REGULATIONS

The Contractor shall keep himself fully informed of all Federal, State, Municipal and local regulations, private contracts, grants, easements, and permits, in any manner affecting the work herein specified and provided for. He shall at all times observe and comply with and cause all his Subcontractors, agents, and employees to observe and comply with each and all of the same. The Contractor does hereby assume any and all liability under the same and shall protect and indemnify the City and its officers and employees against any and all claims or liabilities arising from or based on the violation of, or failure to comply with either or all of the same.

2.7 FINAL CLEANING UP

Upon completion and before final acceptance of the work, the Contractor shall, in addition to the detailed work of grading, restoring ground surfaces, repairing roadways and pavements, and all other work specifically provided for in these specifications, remove all falsework, excess or useless excavated materials, rejected materials, rubbish, temporary buildings, temporary foundations, replace or renew any fences damaged, and restore in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition satisfactory to the Engineer.

SECTION 3 CONTROL OF THE WORK

3.1 AUTHORITY OF THE ENGINEER

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and specifications, and all questions as to the acceptable fulfillment of the terms of the contract.

3.2 PLANS AND WORKING DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the general Plans, but the Contractor shall submit to the Engineer for approval such additional detailed shop drawings or working drawings, together with a detailed structural analysis of all component parts, as may be required for the construction of any part of the work and prior to the approval of such Plans, any work done or material ordered shall be at the Contractor's risk.

The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.3 DEVIATIONS FROM THE PLANS

No deviation from the general Plans or the approved working drawings will be permitted without the written order of the Engineer. No allowance shall be made for work done other than is shown on the Plans, profiles and drawings, and provided for in the specifications.

3.4 COORDINATION OF SPECIFICATIONS AND PLANS

In the event of any discrepancy between the Plans and figures written thereon, the figures are to be considered as correct. In the case of any discrepancy between the Plans and the specifications, the Engineer shall determine which are to govern. If there is a discrepancy between the general specifications and the supplemental specifications, the supplemental specifications are to govern.

The Contractor shall take no advantage of any apparent error or omission in the Plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and specifications.

3.5 ORDER OF WORK

The order of sequence of the execution and/or conduct of the work shall be subject to the approval and/or direction of the Engineer, which approval and/or direction shall not in any way relieve the Contractor of any responsibility in connection with the prosecution to completion of the work under contract.

3.6 COOPERATION BY CONTRACTOR

The Contractor shall conduct his operation so as to interfere as little as possible with those of other Contractors, Subcontractors, the public, or adjoining property owners on or near the work site. The Contractor shall at all times during his absence from the work site have a competent superintendent or foreman capable of reading and thoroughly understanding the Plans and specifications, as his agent on the work, who shall receive instructions from the Engineer or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the Engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required. The superintendent or foreman shall have a copy of the Plans and specifications on the job at all time.

3.7 CONSTRUCTION STAKES

Reference lines and grade points for the location, alignment, and elevation of each structure will be determined and established by the Engineer, but the Contractor shall assume full responsibility for the alignment, elevations, and dimensions of each and all parts of the work with reference to the lines, points, and grades as established by the Engineer. For all structures, the Engineer shall furnish the Contractor with centerline and/or center points and such benchmarks or other points as are necessary to lay out the work correctly. The Contractor shall check all lines, points, and grades which may be given by the Engineer supplementary to the centerline, points, and control bench marks aforesaid, and shall be responsible for the accuracy of all measurements for grades and alignment of the work with reference to the centerline and/or points and bench marks established by the Engineer.

The Contractor shall exercise proper care in the preservation of alignment, grade, and reference stakes set for his use, or that of the Engineer. If such stakes are injured, lost, or removed by the Contractor's operations, they shall be reset at his expense.

3.8 INSPECTION

The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection thereof. Such inspection may include mill, plant, or shop inspection and any material furnished under these specifications is subject to such inspection.

SECTION 4 CONTROL OF MATERIALS

4.1 SPECIFICATIONS FOR MATERIALS

All materials used in this work shall conform in all respects to the specifications therefore as herein set forth. Where a specification for material to be used in this work is not specifically set forth in these specifications, such material shall conform in all respects to the specifications as set forth in the A.S.T.M. Standards and/or Tentative Standards adopted and in effect on the date of receiving bids.

4.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Wherever in these specifications or on the Plans for this work, materials or equipment are specified by trade names or catalog numbers of certain manufacturers, it is done for the purpose of establishing a standard of quality, durability, and/or efficiency, and not for any purpose of limiting competition. Wherever such definite reference is made in these specifications to any such material or equipment, it is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

4.3 THE METHODS OF TESTING

All tests of materials or equipment used in the work shall be made in accordance with the methods described in these specifications or the method of test prescribed in any specification for material or equipment herein specifically referred to and designated to govern the quality of any material or equipment.

Where a method of test for any material or equipment is not specifically provided for, such material or equipment shall be tested in accordance with the methods prescribed and set forth in the A.S.T.M. Standards and Tentative Standards adopted and in effect on the date of receiving bids.

4.4 DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the work by the Contractor at his expense unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to immediately comply with any order of the Engineer relative to the provisions of this section, the Engineer shall have the authority to remove and replace such defective material and to deduct the cost of removal and replacement from any moneys due or which may become due to the Contractor.

SECTION 5
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

5.1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable hereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, requirement, order or decree, whether by himself or his employees.

5.2 VENUE FOR LEGAL ACTION

The venue for any legal action that may arise from this agreement shall be in Kane County, Illinois.

5.3 WAIVER OF TRIAL BY JURY

The Contractor agrees to waive trial by jury for itself and all of its contracts with sub-Contractors shall contain a provision waiving trial by jury in the event of any legal action which may arise from this agreement with the City of Aurora as a party litigant.

5.4 PERMITS AND LICENSES

The Contractor shall take out and procure at his own expense all permits and licenses required by Federal, State or local public authorities, and he shall, without extra compensation from the City, pay all fees and charges and give notices required incident to the due and lawful prosecution of the work in relation thereto.

5.5 PATENTED DEVICES, MATERIALS, AND PROCESSES

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Contractor and Surety in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the work.

5.6 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences,

signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the Engineer to ensure the safety of the public, as well as those engaged in connection with the work. All barricades and obstructions shall be protected at night by signal lights, which shall be suitably placed and which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction, and shall be painted in such a way as to increase their visibility at night.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order such damaged portion immediately removed and replaced by the Contractor without cost to the City if, in his opinion, such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the project shall have been accepted.

5.7 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

5.8 PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the work herein provided for, and it is therefore particularly and specifically agreed that the Contractor, except as otherwise herein provided, shall do the work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the work, the same to be restored to as good condition as the same existed at the time of the commencement of any such work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the work and upon completion of such work by them done, said owners may render bills to the Contractor for the cost and expense thereof, which bills shall be paid by the Contractor, without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Contractor for the payment thereof.

5.9 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, their agents, and

employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such claims or injuries to persons or damage to property be due to the negligence of the Contractor, his Subcontractors or the City of Aurora.

The Contractor shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees. Said insurance shall include contractual liability equal to the limits hereinafter set forth.

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora as an additional insured or provide separate coverage for the City with an owner's protective policy. All Insurance provided by Contractor, extending to owner as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be as follows, except that no restrictions on occurrence limits will be permitted:

Bodily Injury Liability

Property Damage Liability

Each Occurrence

\$3,500,000

Each Occurrence

\$500,000

Aggregate

\$7,000,000

The coverage and amounts above are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.

Owner does not waive its subrogation rights against Contractor and/or any Subcontractor for damages due to losses to owner due to the fault or negligence of the Contractor and/or any Subcontractors during or as a result of the performance of the work.

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract.

5.10 WORKERS COMPENSATION ACT

The Contractor further agrees to insure his employees and their beneficiaries and to provide the employees and the beneficiaries of any Subcontractor employed from time to time by him on said work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Contractor in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Contractor hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, losses, damages, expenses, and attorney's fees which may in any way be brought against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any Subcontractor employed by him in and about the performance of the work provided for in the contract, and any and all liability resulting thereupon; and said Contractor, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore and pay the amount of any and all awards and final judgments and/orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Contractor shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

SECTION 6
PROSECUTION AND PROGRESS OF WORK

6.1 SUBLETTING OR ASSIGNMENT OF WORK

If the Contractor sublets the whole or any part of the work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the Engineer shall be with the Contractor; Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the Engineer or his duly authorized representatives, or shall furnish any unsatisfactory work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the Engineer, the Contractor shall require said party or parties in default to discontinue work under the contract. Said work shall be corrected or made good and shall be continued and completed by the said Contractor or by such other party or parties as are approved by the Engineer, in the manner and subject to all of the requirements specified in the contract.

6.2 PROSECUTION OF WORK

The Contractor shall begin the work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract. The Contractor shall solely be fully responsible for complying with state and local prevailing wage requirements in accordance with its Bidders Certification, and for all wage rate and hour regulations and applications

6.3 GUARANTEE AND MAINTENANCE OF WORK

The Contractor shall guarantee the work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the work by the City, and the Contractor shall maintain said work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to ensure the delivery of the work to the City in first-class condition and in full conformity with the Plans and specifications therefore, at the expiration of the guarantee period.

6.4 PAYMENT

Basis of Payment

Payment of the CONTRACTOR for performance of the CONTRACT shall be made by the OWNER and shall be based on the value of the installation resulting from the CONTRACTOR's operations.

The cost of all WORK incidental to the completion of the project in accordance with the Plans and Specifications, excepting authorized extra WORK, shall be included in the unit and lump sum prices stated in the CONTRACTOR's accepted Proposal. The amount obtained by the summation of the products of the quantities of WORK performed or the respective unit or lump

sum prices for several items listed in the proposal shall be payment in full, except for payment for authorized extra WORK, for delivering the completed project to the OWNER in accordance with the Plans and Specifications.

Submission of Bid Breakdown

Within 10 days after the execution of this CONTRACT, the CONTRACTOR must submit to the ENGINEER in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the CONTRACT, showing the various operations to be performed under the CONTRACT, and the value of each of such operations, the total of such items to equal the total price bid. The CONTRACTOR shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the CONTRACTOR's applications for partial payments hereunder but shall not be binding upon the OWNER or the ENGINEER for any purpose whatsoever.

Partial Payments

When not otherwise provided for under the Specifications for an item of WORK or a complete project, and if the rate of progress is satisfactory to the ENGINEER, partial payments will be made the CONTRACTOR by the OWNER during progress of construction. The amount of each partial payment shall be limited to ninety (90) percent (unless otherwise provided in the Instructions to Bidders) of the value of the WORK shown in the Engineer's periodic estimate to have been done and installed in place by the CONTRACTOR subsequent to the time of commencing WORK or of making the last preceding partial payment on account of WORK done. An amount greater than ninety (90) percent of the value of a largely completed project may be paid the CONTRACTOR at the option of the OWNER.

The CONTRACTOR's request for payment shall be in the form of an invoice, submitted to the OWNER through the ENGINEER, setting forth amounts due for WORK completed on payment items set forth in the CONTRACTOR's Proposal, and shall be accompanied by:

- (1) CONTRACTOR's Sworn Statement setting forth the Subcontractors and material suppliers, the amount requested for each of the Subcontractors or material suppliers, and the amount of the subcontract or material to be completed.
- (2) Subcontractor or material suppliers waivers of lien for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the ENGINEER and if the ENGINEER is in agreement with the value of WORK completed, as requested by the CONTRACTOR, and if the request is accompanied by the CONTRACTOR's Sworn Statement, Subcontractor and material suppliers waiver of lien as stated above, and by the CONTRACTOR's waiver of lien, the ENGINEER will recommend payment to the OWNER.

Partial payment made to the CONTRACTOR by the OWNER for WORK performed shall in no way constitute an acknowledgement of the acceptance of the WORK nor in any way prejudice or affect the obligation of the CONTRACTOR, at his expense, to repair, correct, renew

or replace any defects or imperfections in the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defect, damage and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

Payment in full or in part may be withheld for reasons which include but are not limited to: (1) the existence of defective work which is not remedied; (2) the existence of third party claims filed or reasonable evidence indicating probable filing of such claims; (3) the failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment; (4) the existence of reasonable evidence that the WORK cannot be completed for the unpaid balance of the contract sum; (5) damage to the OWNER; (6) the existence of reasonable evidence that the WORK will not be completed within the CONTRACT time, and that the unpaid balance will not be adequate to cover actual or liquidated damages for the anticipated delay; or, (7) persistent failure to carry out the work in accordance with the contract documents. If within a reasonable time not to exceed 45 days CONTRACTOR has not remedied any condition for which payment in full has been withheld, then OWNER may make such payments as OWNER deems necessary to remedy such situation from said funds withheld and pay the balance to CONTRACTOR, or if, sums are still due to remedy the situation, CONTRACTOR will remit any balances due to OWNER within 10 days of notice of same.

ACCEPTANCE AND FINAL PAYMENT

Whenever the CONTRACT shall have been completely performed on the part of the CONTRACTOR, and all parts of the WORK have been approved by the ENGINEER and accepted by the OWNER, including the resolution of all matters of dispute, a final estimate showing the value of the WORK will be prepared by the ENGINEER as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to corrections in the final payments.

The CONTRACTOR shall submit a final payment request showing the total quantities completed for the entire project and all previous payouts. This payment request shall be accompanied by a sworn affidavit listing all Subcontractors and material suppliers and the total payments to each. Final Waivers of Lien from the Subcontractors and material suppliers as well as the CONTRACTOR shall also be furnished at this time.

A final payment including all amounts of money shown by the final estimate to be due the CONTRACTOR shall be made by the OWNER as soon as practicable after the final acceptance of the WORK, provided the CONTRACTOR has furnished the OWNER satisfactory evidence that all sums of money due for labor, materials, apparatus, fixtures or machinery furnished for the purpose of performing the Contract have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.



Local Agency Proposal Bid Bond

Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

WE as PRINCIPAL, and as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of

Principal

By: (Company Name) (Company Name) (Signature and Title) (Signature and Title)

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

Surety

By: (Name of Surety) (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF

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

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of

My commission expires (Notary Public)

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

AURORA ILLINOIS

PLANS FOR THE PROPOSED BEAU RIDGE WATER MAIN IMPROVEMENTS CALICO DR FROM LINCOLNSHIRE AVE TO CAMBRIDGE AVE

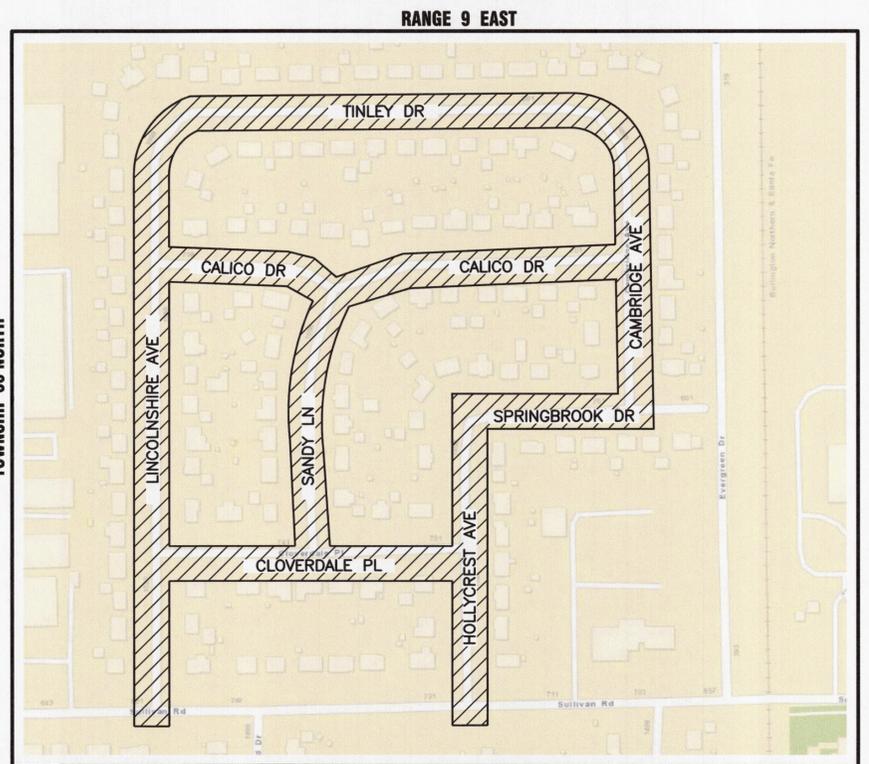
APRIL 2025

GENERALLY LOCATED IN THE N. 1/2 OF SEC 9, T38N, R8E

INDEX OF SHEETS

- 1-2 COVER SHEET & OVERALL PLAN
- 3-15 PLAN AND PROFILE
- 16-21 STANDARD DETAILS

	EXISTING	PROPOSED
SANITARY SEWER	—) —	—) —
STORM SEWER	— > —	— > —
WATER MAIN	— W —	— W —
FORCE MAIN	— FM —	— FM —
UNDERDRAIN	— UD —	— UD —
OVERHEAD LINE	— OH —	— OH —
CABLE TV LINE	— CATV —	— CATV —
GAS LINE	— G —	— G —
TELEPHONE LINE	— T —	— T —
ELECTRIC LINE	— E —	— E —
FENCE	— X —	— X —
MAJOR CONTOUR	— — —	— — —
MINOR CONTOUR	— — —	— — —
HIGH WATER LEVEL	— HWL —	— HWL —
NORMAL WATER LEVEL	— NWL —	— NWL —
PAVEMENT FLOW DIRECTION	—>—	—>—
SPOT ELEVATION	X 882.6	X 882.6
TOP OF CURB ELEVATION	X 882.6 TC	X 882.6 TC
TOP OF FOUNDATION ELEVATION	X 882.6 T/F	X 882.6 T/F
GUTTER ELEVATION	X 882.6 FL	X 882.6 FL
PAVEMENT ELEVATION	X 882.6 P	X 882.6 P
EDGE OF PAVEMENT	— — —	— — —
CURB AND GUTTER	— — —	— — —
RIGHT-OF-WAY	— — —	— — —
SANITARY MANHOLE	⊙	⊙
SANITARY CLEANOUT	⊙	⊙
STORM MANHOLE	⊙	⊙
CATCH BASIN	⊙	⊙
INLET	⊙	⊙
FLARED END SECTION	⊙	⊙
FIRE HYDRANT	⊙	⊙
VALVE VAULT	⊙	⊙
VALVE BOX	⊙	⊙
STREET LIGHT	⊙	⊙
POWER POLE	⊙	⊙
STREET SIGN	⊙	⊙
ELECTRIC BOX	⊙	⊙
TELEPHONE BOX	⊙	⊙
TELEPHONE MANHOLE	⊙	⊙
B-BOX	⊙	⊙
GAS VALVE	⊙	⊙
TRAFFIC HANDHOLE	⊙	⊙
ELECTRIC HANDHOLE	⊙	⊙
TREE W/ DIAMETER	⊙	⊙
MAILBOX	⊙	⊙
STRUCTURE TO BE REMOVED	⊙	⊙
PLUG EXISTING PIPE	⊙	⊙
UTILITY CROSSING	⊙	⊙
EXPLORATORY EXCAVATION LOCATION	⊙	⊙
SANITARY MANHOLE REHABILITATION NUMBER	⊙	⊙
SOIL BORING LOCATION WITH IDENTIFICATION NUMBER & ELEVATION	⊙	⊙



DUPAGE COUNTY - AURORA & NAPERVILLE
THIRD PRINCIPAL MERIDIAN

LOCATION MAP
NOT TO SCALE



J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
811 OR 1-800-892-0123

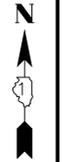
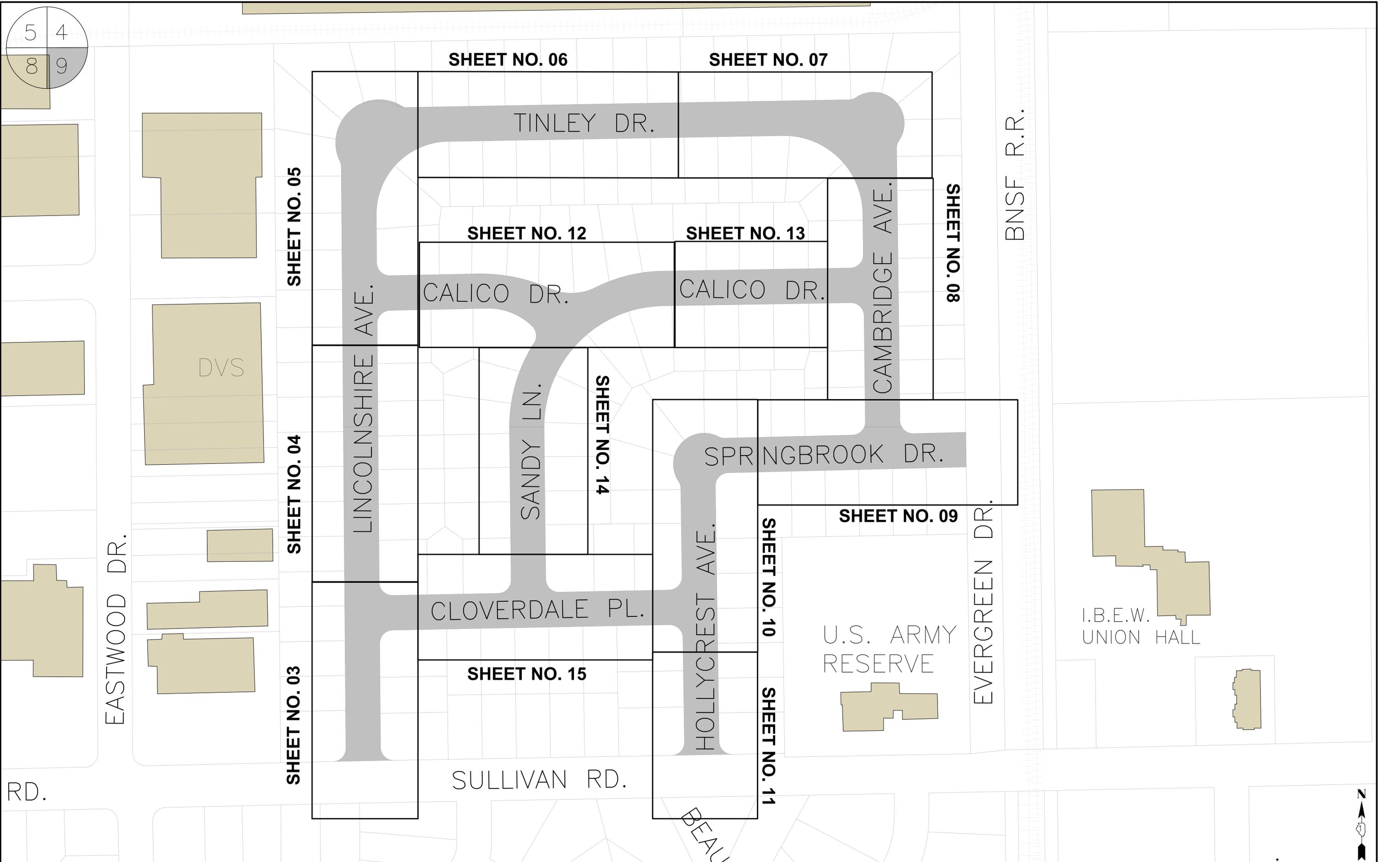
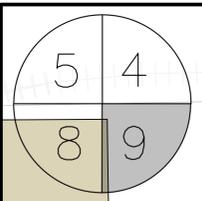
CONSTRUCTION AND MAINTENANCE TO BE IN ACCORDANCE WITH ALL APPLICABLE REGULATORY REQUIREMENTS AND STANDARDS

**PRINTED BY THE AUTHORITY
OF THE CITY OF AURORA**

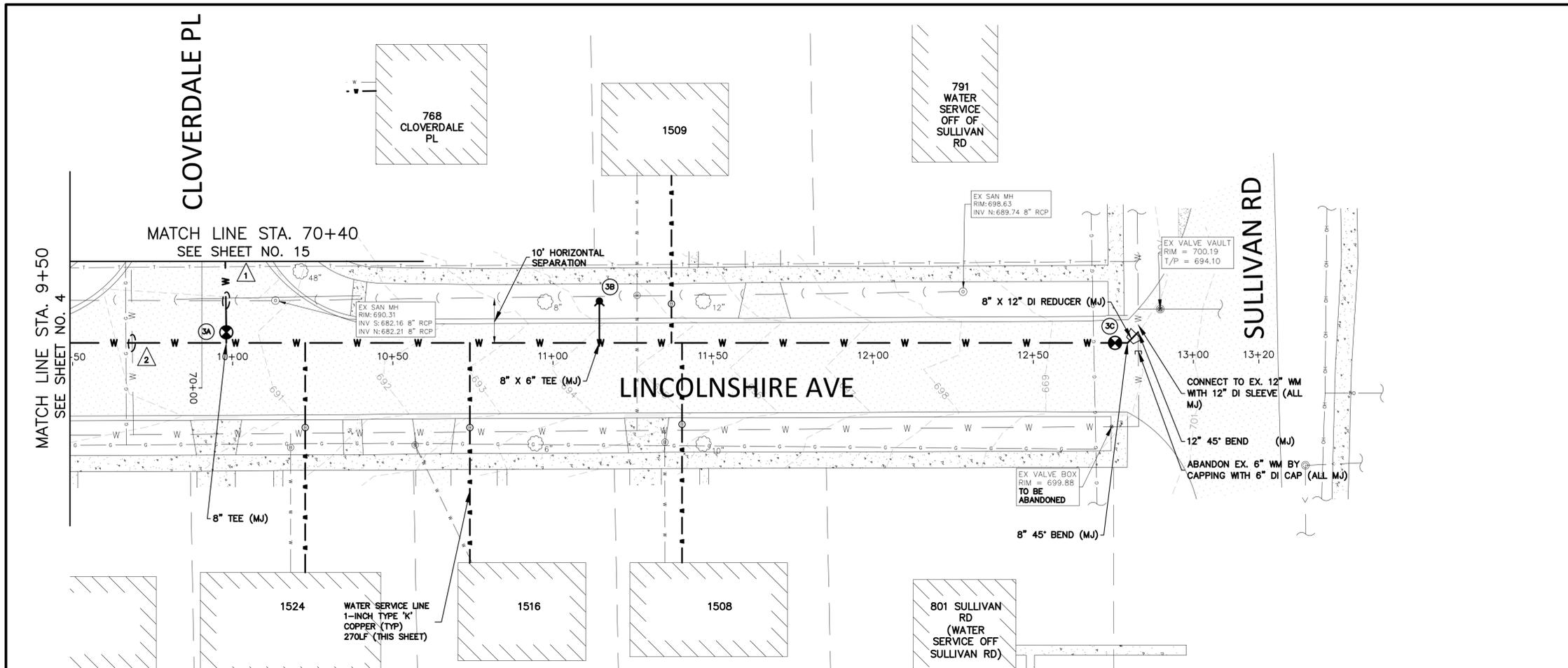
PLANS PREPARED BY:
CITY OF AURORA
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
77 S. BROADWAY AVE, AURORA, IL 60505
PHONE: 630-256-3200 FAX: 630-256-3229

REVISIONS:					
DESIGNED BY: NLS	DRAWN BY: AHB	CHECKED BY: KTM	APPROVED BY: KTM	HORIZ. SCALE: N/A	DATE: APRIL 2025
				VERT. SCALE: N/A	

M. A. SCHWISTHAL
 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
 STAMP: M. A. Schwisthal
 DATE: 4/14/25
 ILLINOIS REGISTERED PROFESSIONAL ENGINEER No. 062.070660
 LICENSE EXPIRES NOVEMBER 30, 2025

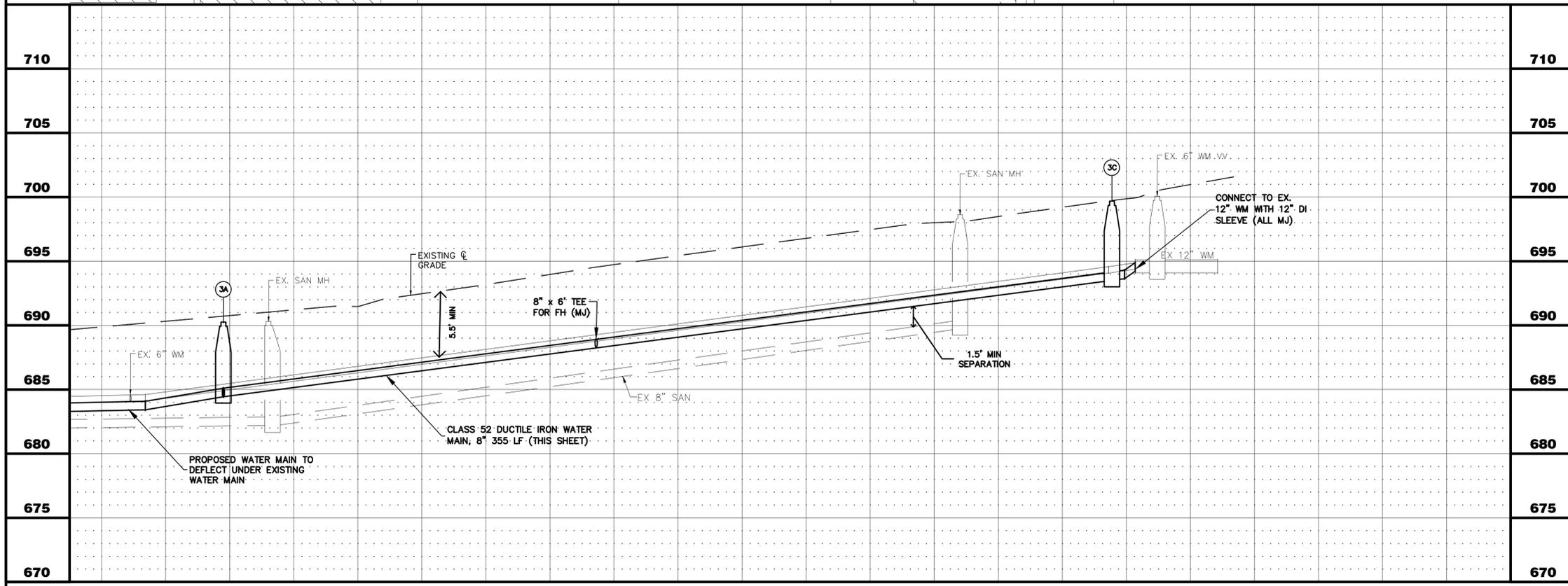


PLOT DATE: 4/14/2025 10:12 AM LAST SAVED BY: Hermandea P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG



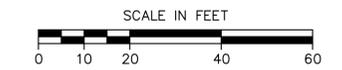
WATER MAIN STRUCTURES

- 3A VALVE NO. 3A
STA. 9+98.03, 13' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 690.20
- 3B FIRE HYDRANT NO. 3B
STA. 11+14.41,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 694.43
- 3C VALVE NO. 3C
STA. 12+75.51, 6' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 699.68



UTILITY CROSSINGS

- 1 B/PR WM = 684.28
T/SAN = 682.88
NO PROTECTION REQUIRED
- 2 B/EX WM = 684.22
T/PR WM = 684.00
PROPOSED WM TO DEFLECT UNDER EX WM

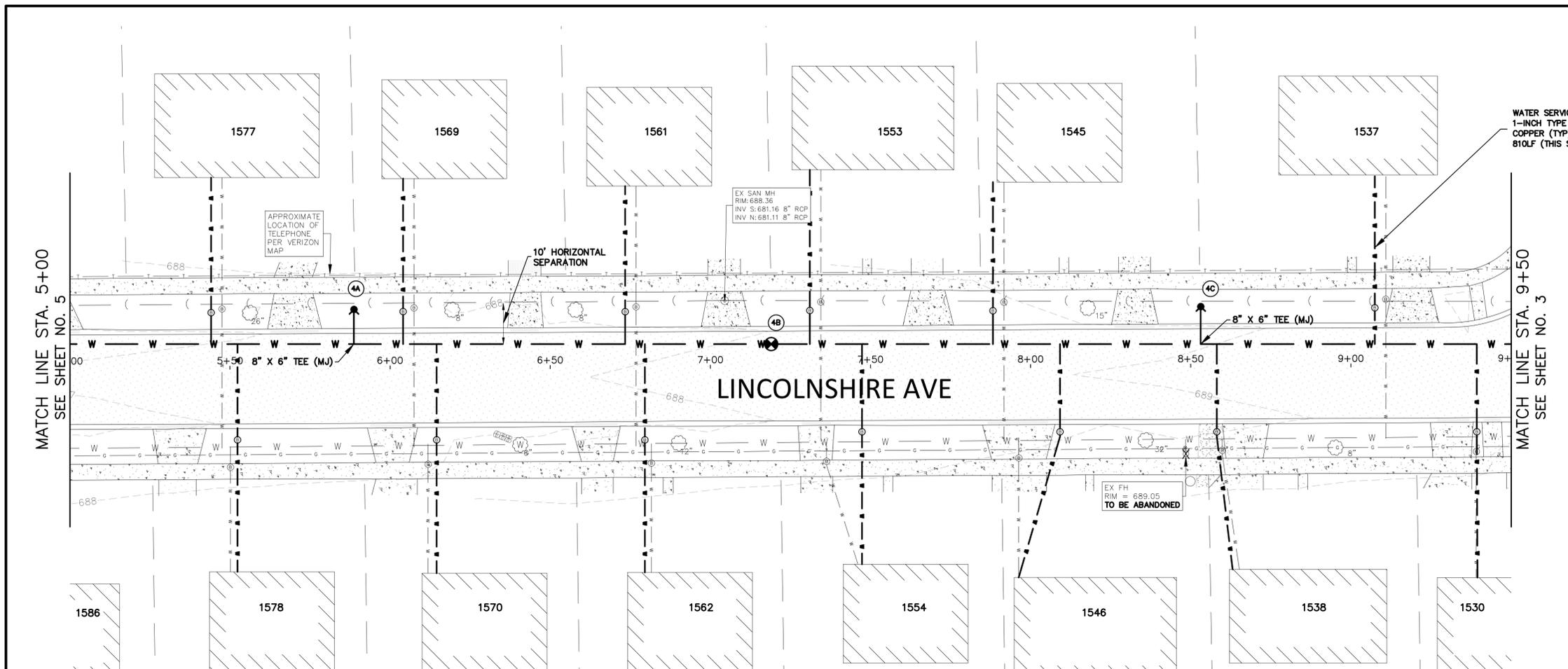


NOTES:

1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

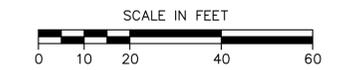
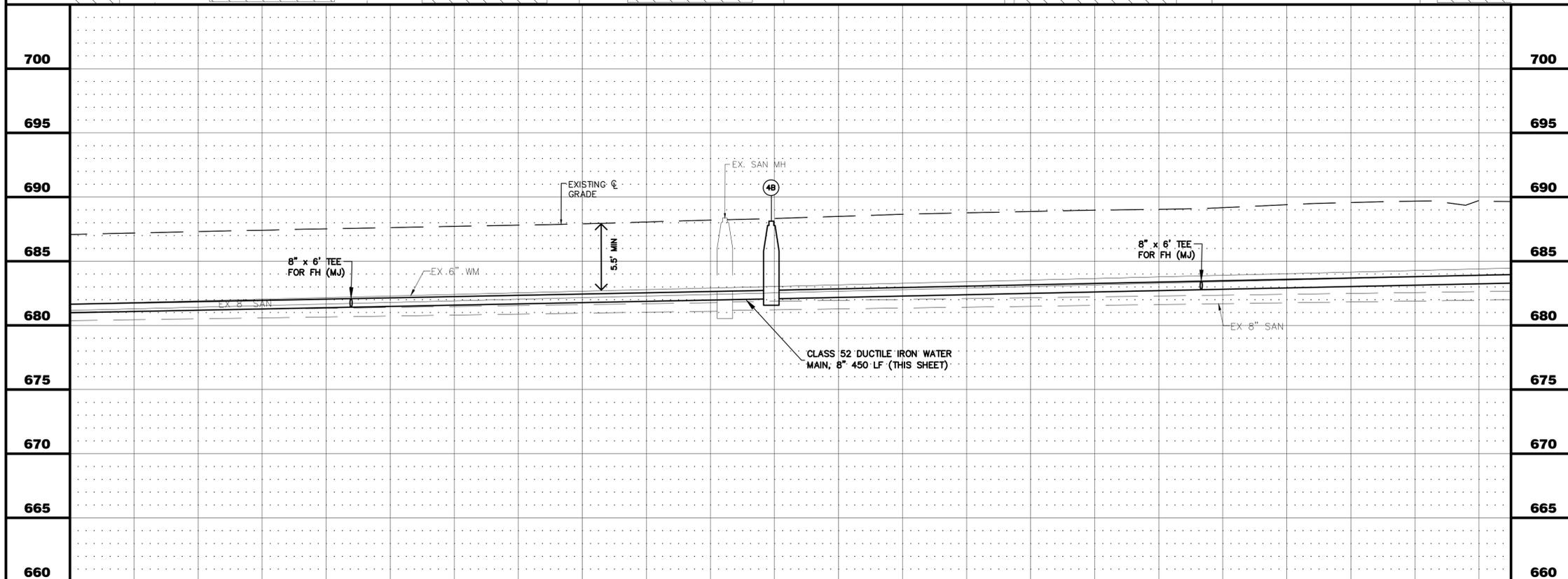
9+50	10+00	11+00	12+00	13+00	14+00	
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS: 	DESIGNED BY: NLS CHECKED BY: KTM SCALE: 1" = 20' DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025	PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS SHEET TITLE PLAN & PROFILE - LINCOLNSHIRE AVE - STA. 9+50 TO STA. 14+00		SHEET NUMBER 3 TOTAL SHEETS 18

PLOT DATE: 4/14/2025 10:12 AM
 LAST SAVED BY: HernandezA
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG



WATER MAIN STRUCTURES

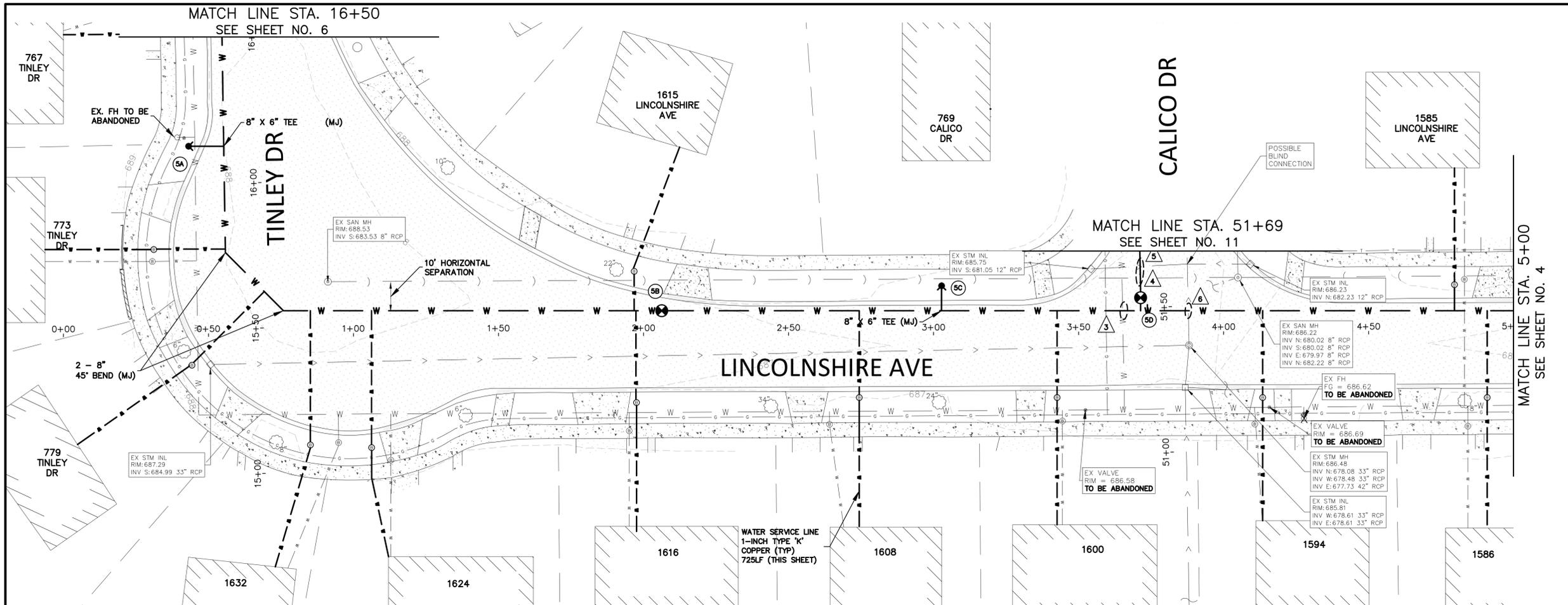
- 4A FIRE HYDRANT NO. 4A
 STA. 5+87.76,
 WITH 6" AUXILIARY VALVE
 GROUND ELEV = 687.85
- 4B VALVE NO. 4B
 STA. 7+19.02, 7.51' LT
 8" GATE VALVE
 IN 48" VAULT W/ 2" WHIP
 RIM = 688.12
- 4C FIRE HYDRANT NO. 4C
 STA. 8+53.20,
 WITH 6" AUXILIARY VALVE
 GROUND ELEV = 689.26



- NOTES:**
- ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (M.J) UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 - CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 - ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 - ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

5+00	6+00	7+00	8+00	9+00	9+50		700
							700
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS:		PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS		SHEET NUMBER 4	
DESIGNED BY: NLS DRAWN BY: AHB		CHECKED BY: KTM APPROVED BY: KTM		SCALE: 1" = 20' DATE: 4/2025		SHEET TITLE PLAN & PROFILE - LINCOLNSHIRE AVE - STA. 5+00 TO STA. 9+50	
						TOTAL SHEETS 18	

PLOT DATE: 4/14/2025 10:12 AM LAST SAVED BY: HernandezA
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG

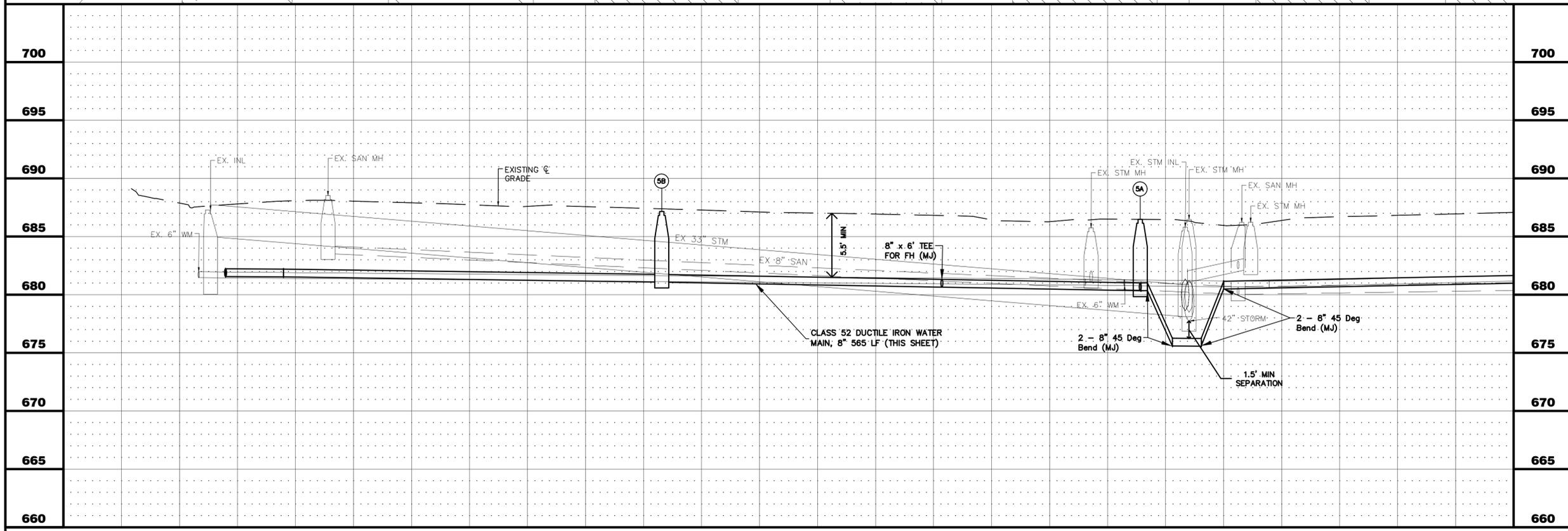


- WATER MAIN STRUCTURES**
- 5A FIRE HYDRANT NO. 5A
STA. 0+43.23
WITH 6" AUXILIARY VALVE
GROUND ELEV = 688.33
 - 5B VALVE NO. 5B
STA. 2+06.28, 8.57' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 687.15
 - 5C FIRE HYDRANT NO. 5C
STA. 3+02.83,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 686.89
 - 5D VALVE NO. 5D
STA. 3+71.27, 12.69' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 686.48

- UTILITY CROSSINGS**
- 3 B/EX WM = 681.79
T/PR WM = 679.44
NO PROTECTION REQUIRED
 - 4 B/SAN = 680.24
T/WM = 678.74
10" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 21 LF
 - 5 B/STM = 680.39 (ASSUMED)
T/PR WM = 679.89
12" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 21 LF
 - 6 B/STM = 677.29 (ASSUMED)
T/PR WM = 675.79
42" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 25 LF

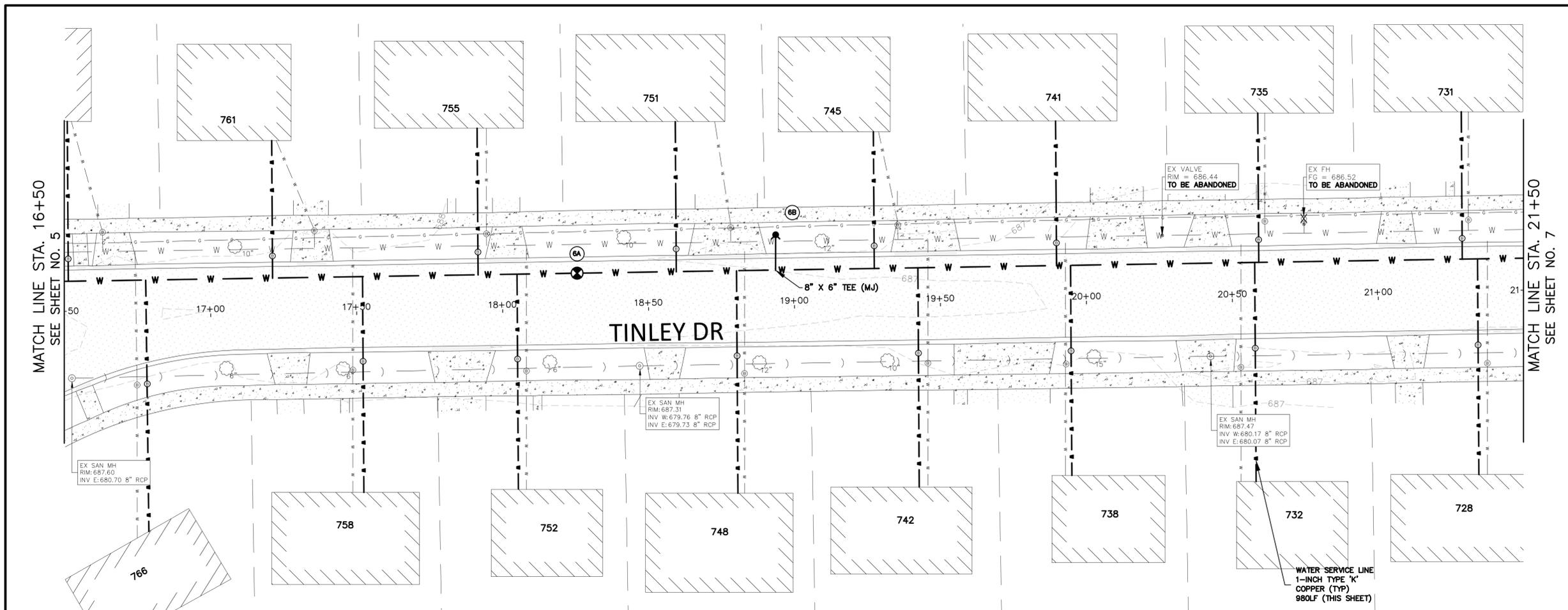


- NOTES:**
- ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 - CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 - ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 - ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

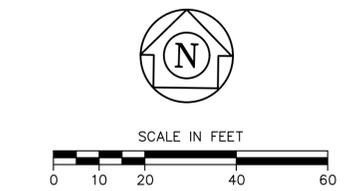
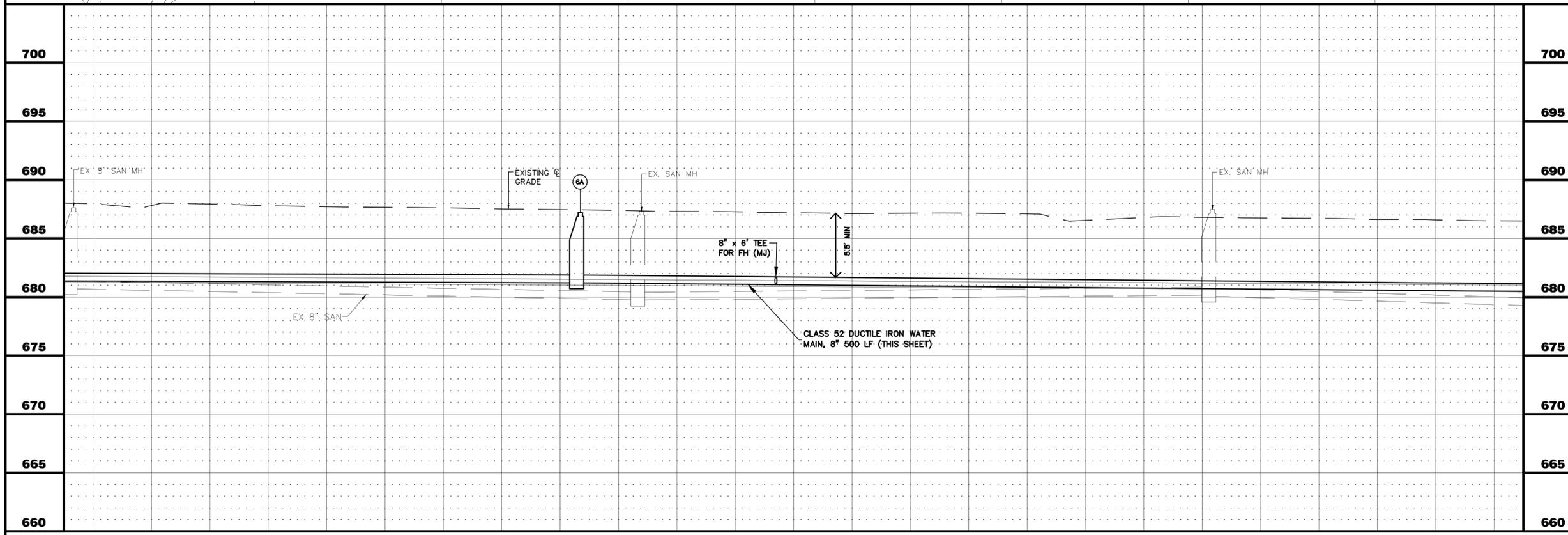


0+00	1+00	2+00	3+00	4+00	5+00
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS:		PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS	
DESIGNED BY: NLS DRAWN BY: AHB		CHECKED BY: KTM APPROVED BY: KTM		SCALE: 1" = 20' DATE: 4/2025	
SHEET TITLE PLAN & PROFILE - LINCOLNSHIRE AVE - STA. 0+00 TO 5+00				SHEET NUMBER 5	
				TOTAL SHEETS 18	

PLOT DATE: 4/14/2025 10:12 AM LAST SAVED BY: HernandezA
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG



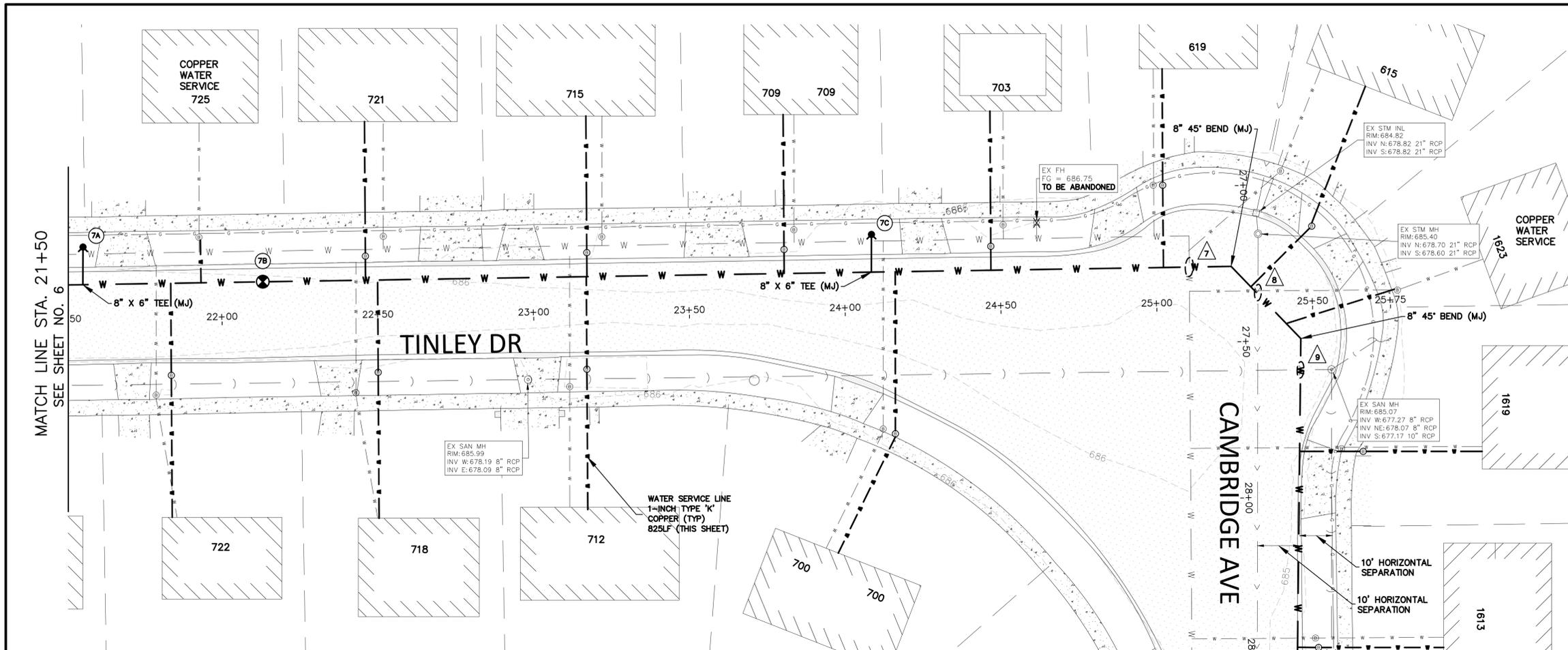
- WATER MAIN STRUCTURES**
- 6A VALVE NO. 6A
STA. 18+25.69, 3.06' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 687.21
 - 6B FIRE HYDRANT NO. 6B
STA. 18+93.91,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 687.35



- NOTES:**
1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

16+50	17+00	18+00	19+00	20+00	21+00	21+50
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS: 	DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20' DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025	PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS SHEET TITLE PLAN & PROFILE - TINLEY DR - STA. 16+50 TO STA. 21+50		SHEET NUMBER 6 TOTAL SHEETS 18

PLOT DATE: 4/14/2025 10:12 AM LAST SAVED BY: HernandezA FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG

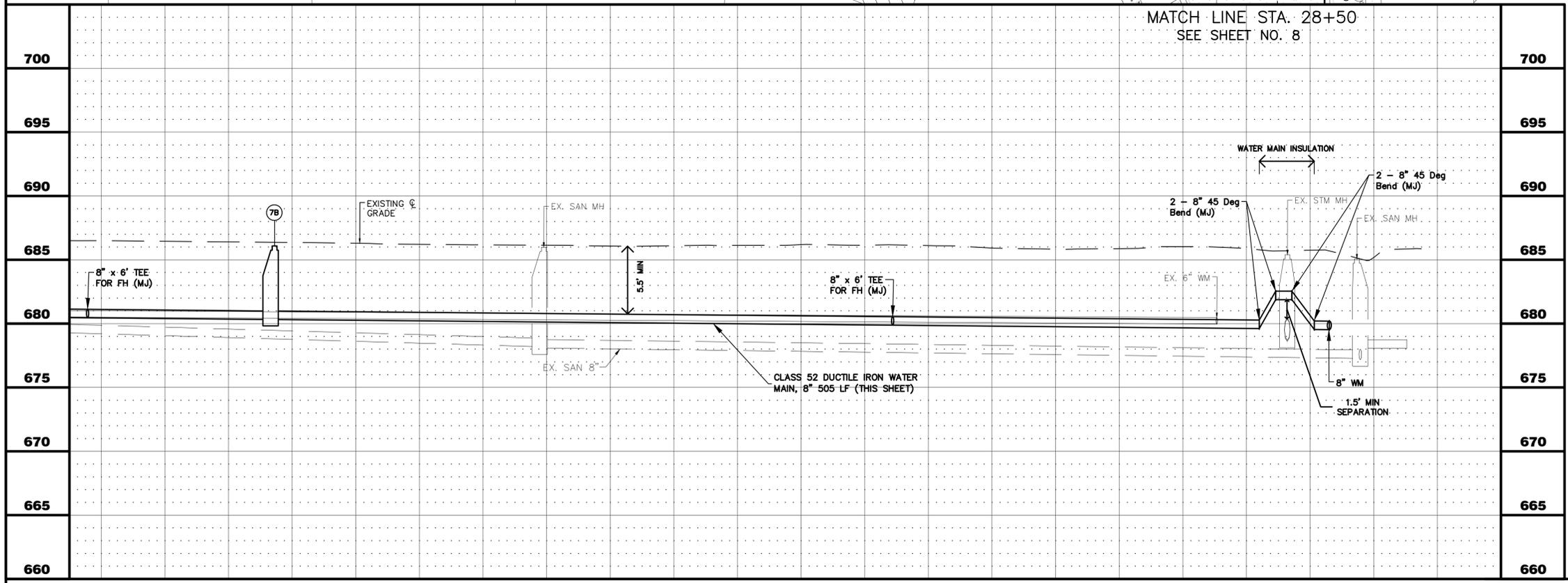


- WATER MAIN STRUCTURES**
- 7A FIRE HYDRANT NO. 7A
STA. 21+55.70,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 686.50
 - 7B VALVE NO. 7B
STA. 22+13.24, 13.63' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 686.08
 - 7C FIRE HYDRANT NO. 7C
STA. 24+08.77,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 685.67

- UTILITY CROSSINGS**
- 7 B/EX WM = 681.79
T/PR WM = 679.44
NO PROTECTION REQUIRED
 - 8 B/PR WM = 681.00
T/STM = 680.50
WM TO BE INSULATED
 - 9 B/PR WM = 679.53
T/SAN = 677.97
NO PROTECTION REQUIRED



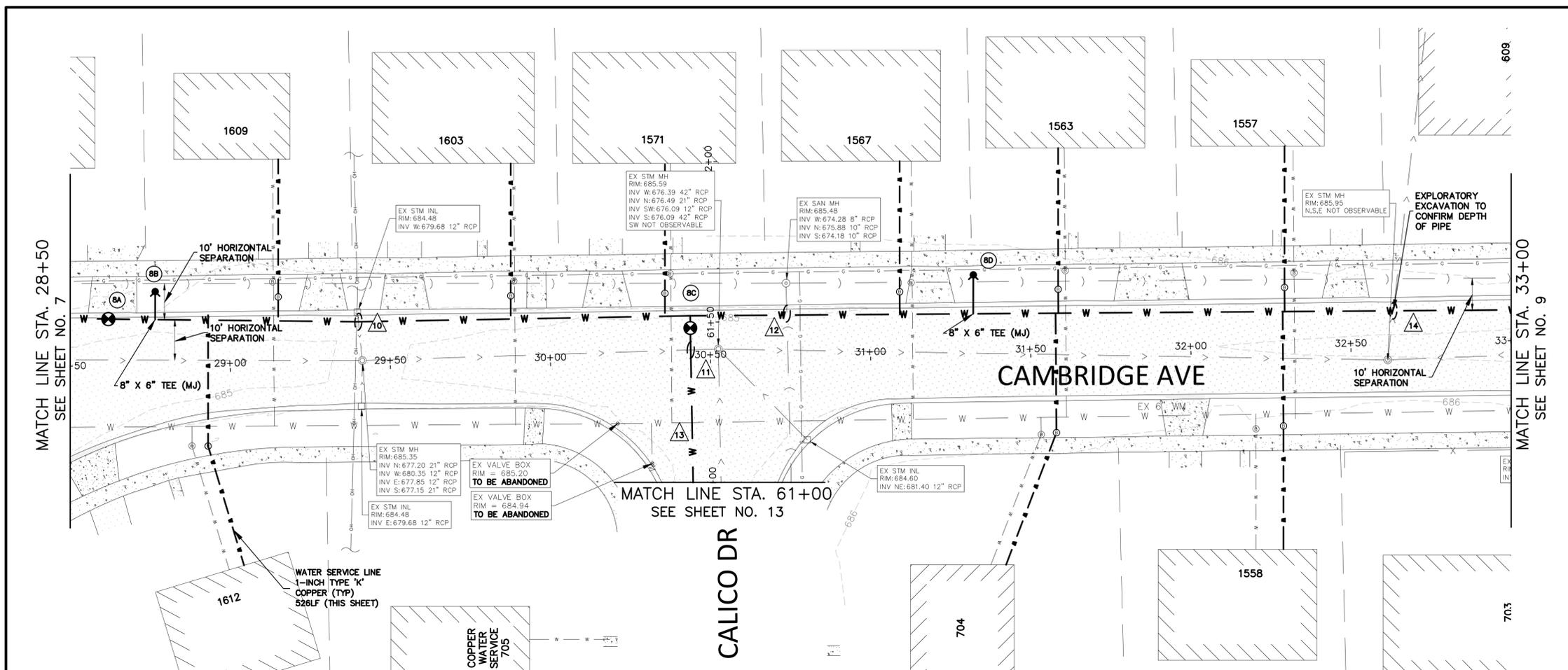
- NOTES:**
1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.



21+50 22+00 23+00 24+00 25+00 26+00

	CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505	REVISIONS:	PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS			SHEET NUMBER 7
			DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20" DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025			SHEET TITLE PLAN & PROFILE - TINLEY DR - STA. 21+50 TO STA. 26+00

PLOT DATE: 4/14/2025 10:12 AM LAST SAVED BY: HernandezA FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG

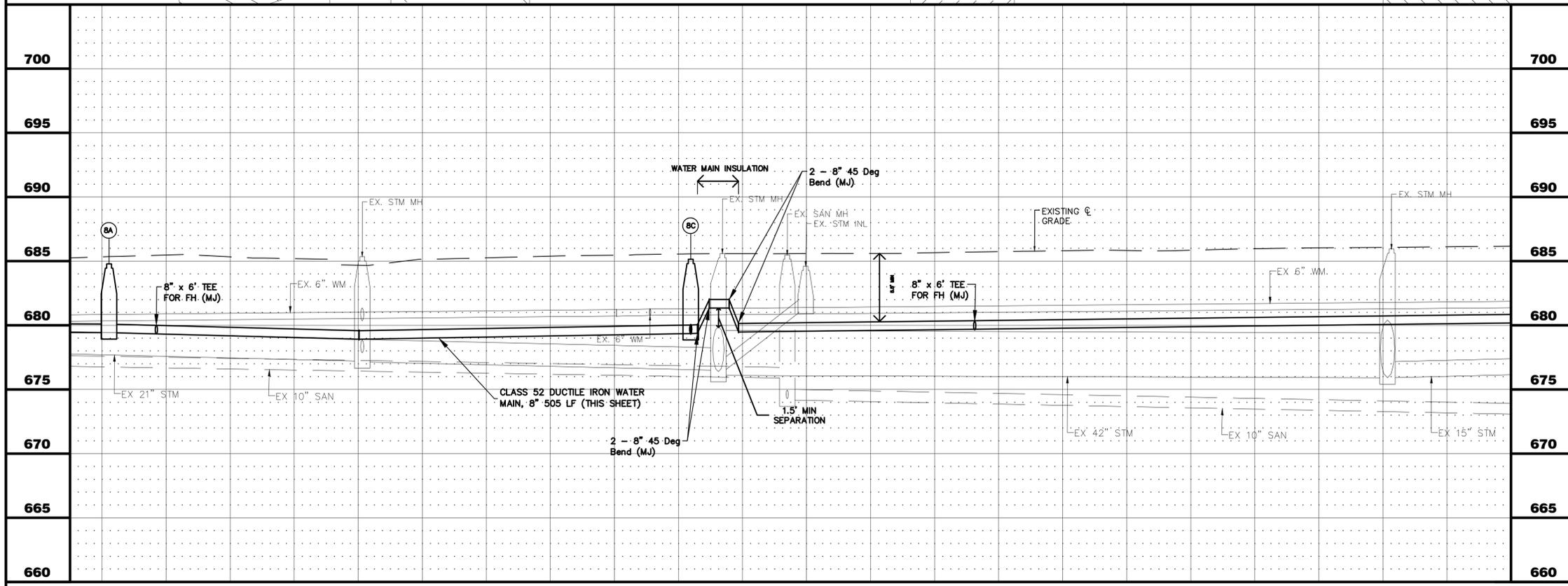


- WATER MAIN STRUCTURES**
- 8A VALVE NO. 8A
STA. 28+62.18, 17' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 684.78
 - 8B FIRE HYDRANT NO. 8B
STA. 28+76.95,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 685.10
 - 8C VALVE NO. 8C
STA. 30+43.84, 11' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 685.15
 - 8D FIRE HYDRANT NO. 8D
STA. 31+32.51,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 685.62

- UTILITY CROSSINGS**
- 10 B/STM = 680.28
T/PR WM = 678.78
12" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 21 LF
 - 11 B/PR WM = 679.02
T/STM = 677.52
INSULATE WATER MAIN
 - 12 B/PR WM = 679.43
T/SAN = 675.26
NO PROTECTION REQUIRED
 - 13 B/EX WM = 679.30 (ASSUMED)
T/PR WM = 678.30
NO PROTECTION REQUIRED
 - 14 B/STM = 680.11 (ASSUMED)
T/WM = 678.61
WATER MAIN TO BE CASED IN 12"
PVC C-900, 26 LF



- NOTES:**
1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

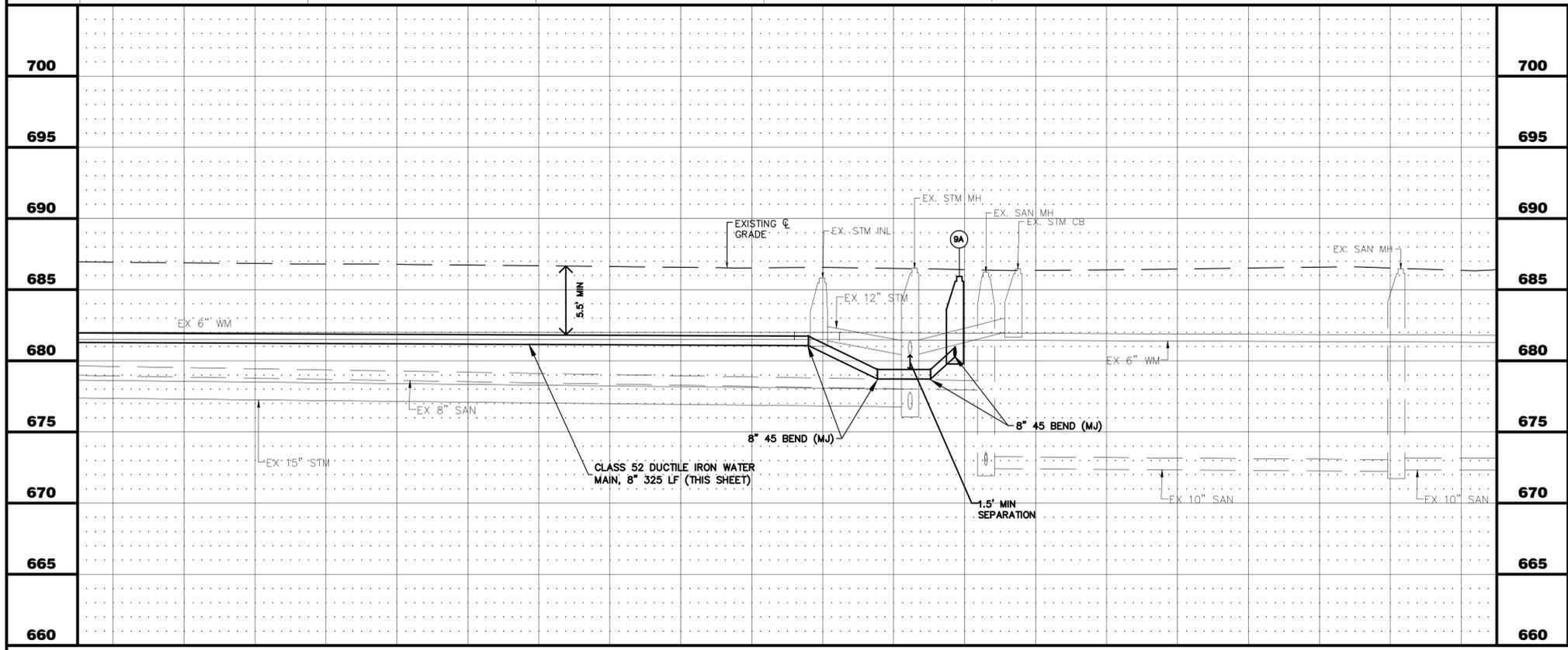
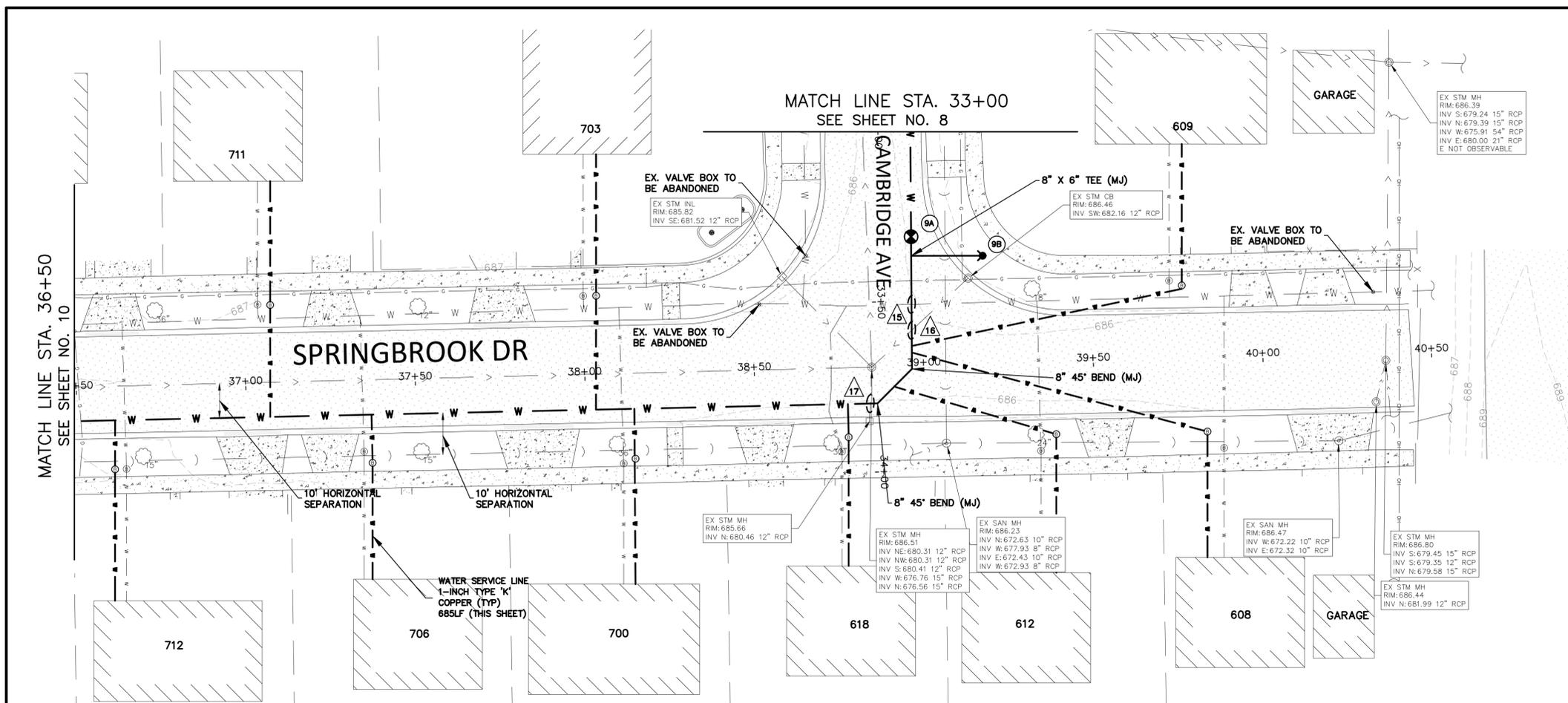


28+50 29+00 30+00 31+00 32+00 33+00

	CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505	REVISIONS:	PROJECT			SHEET NUMBER
			BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS			
			DESIGNED BY: ###	CHECKED BY: KTM	SCALE: 1" = 20'	TOTAL SHEETS
			DRAWN BY: AHB	APPROVED BY: KTM	DATE: 4/2025	

WATER MAIN STRUCTURES

- 9A VALVE NO. 9A
STA. 33+31.06, 11' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 685.93
- 9B FIRE HYDRANT NO. 9B
STA. 33+36.99,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 686.43



UTILITY CROSSINGS

- 15 B/EX WM = 681.44
T/PR WM = 680.97
NO PROTECTION REQUIRED
- 16 B/STM = 680.86
T/PR WM = 679.36
12" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 21 LF
- 17 B/STM = 680.89
T/PR WM = 679.39
12" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 21 LF

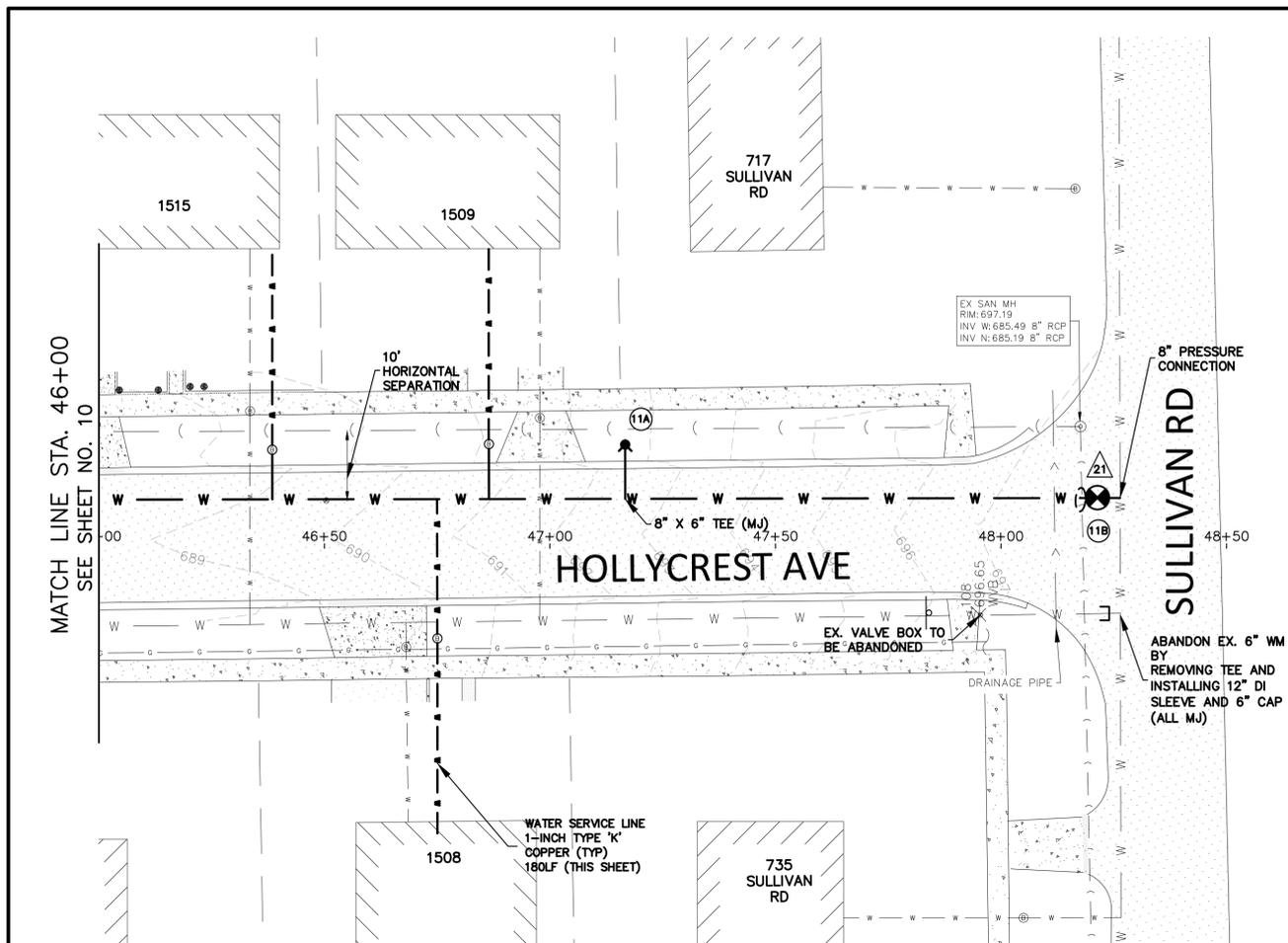


- NOTES:**
- ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE VAULTS FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 - CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 - ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 - ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

PLOT DATE: 4/14/2025 10:13 AM
 LAST SAVED BY: HernandezA
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG

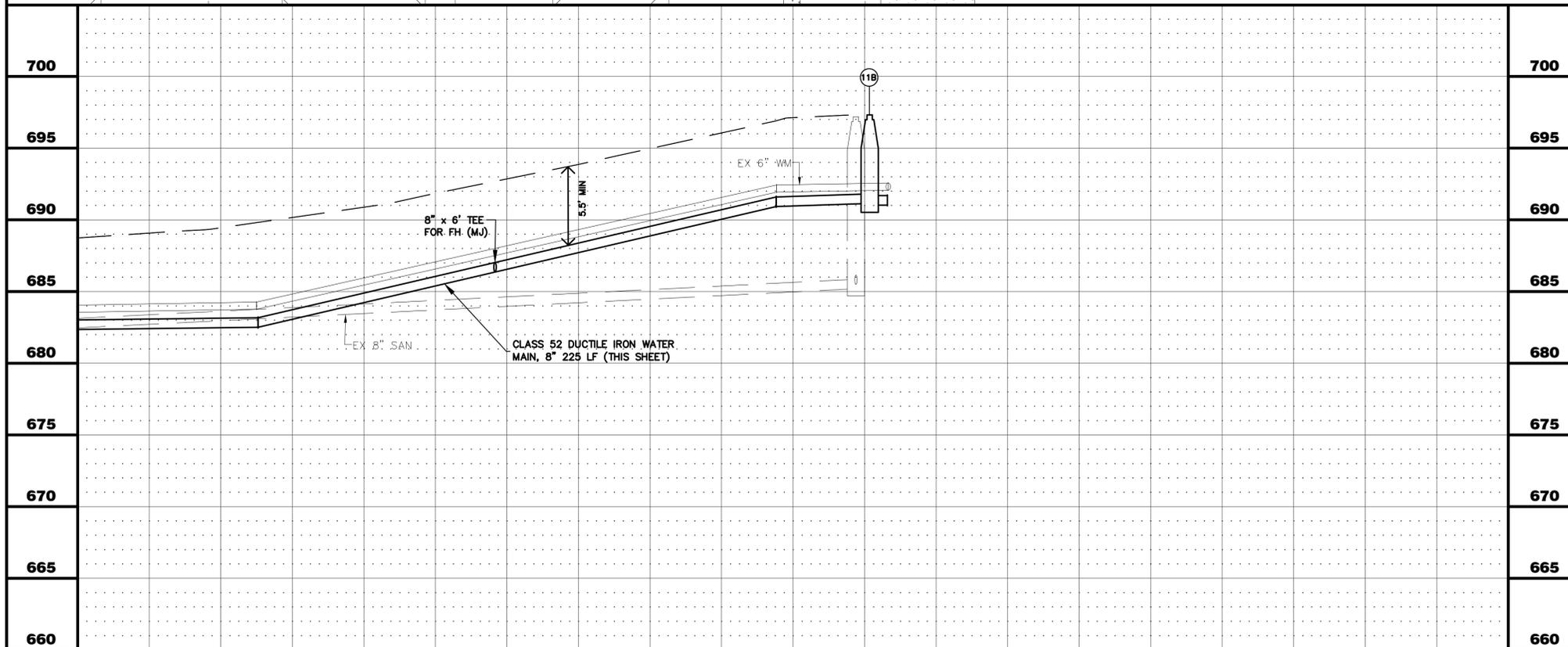
36+50	37+00	38+00	39+00	40+00	40+50
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS:	DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20' DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025	PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS SHEET TITLE PLAN & PROFILE - SPRINGBROOK DR - STA. 36+50 TO STA. 40+50	SHEET NUMBER 9 TOTAL SHEETS 21

PLOT DATE: 4/14/2025 10:13 AM
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG
 LAST SAVED BY: HernandezA
 PROJECT: BEAU RIDGE NORTH TOPO



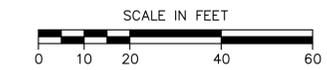
WATER MAIN STRUCTURES

- 11A FIRE HYDRANT NO. 11A
 STA. 47+16.67,
 WITH 6" AUXILIARY VALVE
 GROUND ELEV = 692.71
- 11B VALVE NO. 11B
 STA. 48+21.44, 11' LT
 8" GATE VALVE
 IN 48" VAULT W/ 2" WHIP
 RIM = 697.32



UTILITY CROSSINGS

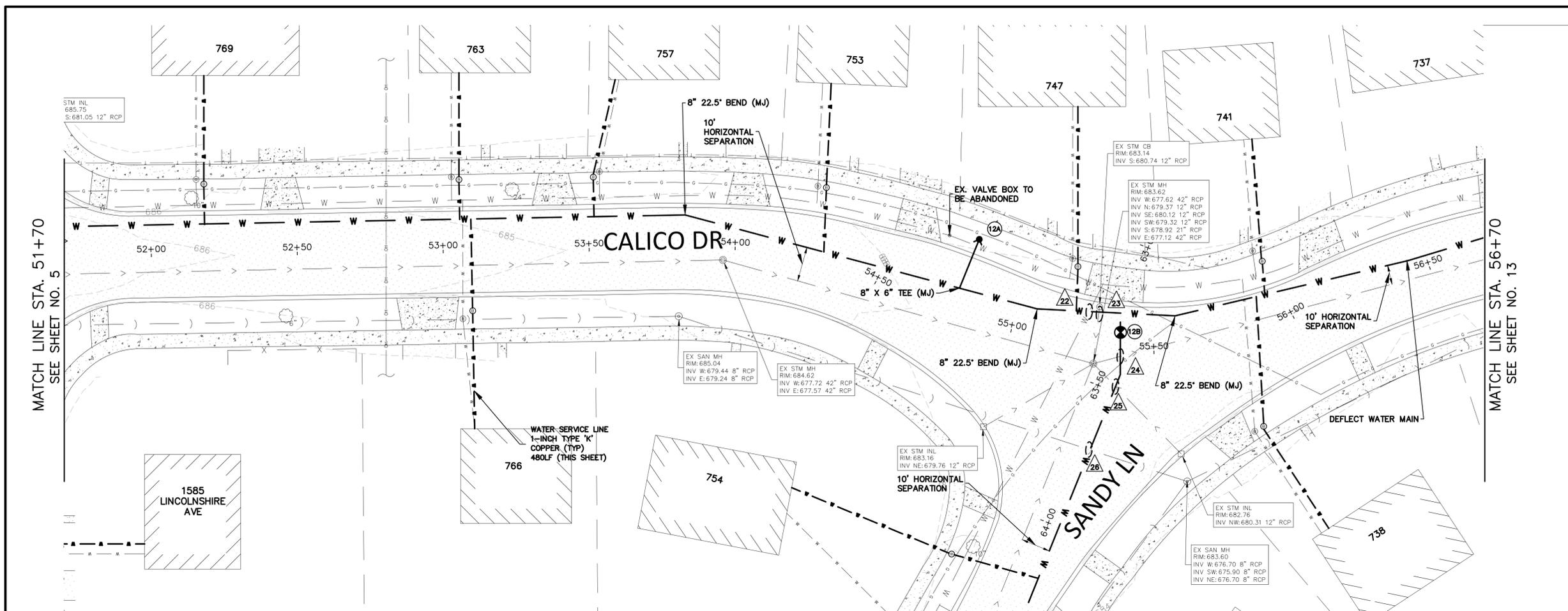
- 21 B/PR WM = 691.10
 T/SAN = 686.16
 NO PROTECTION REQUIRED



NOTES:

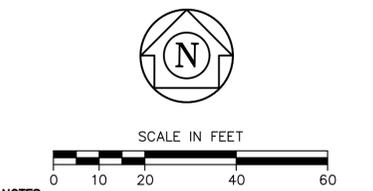
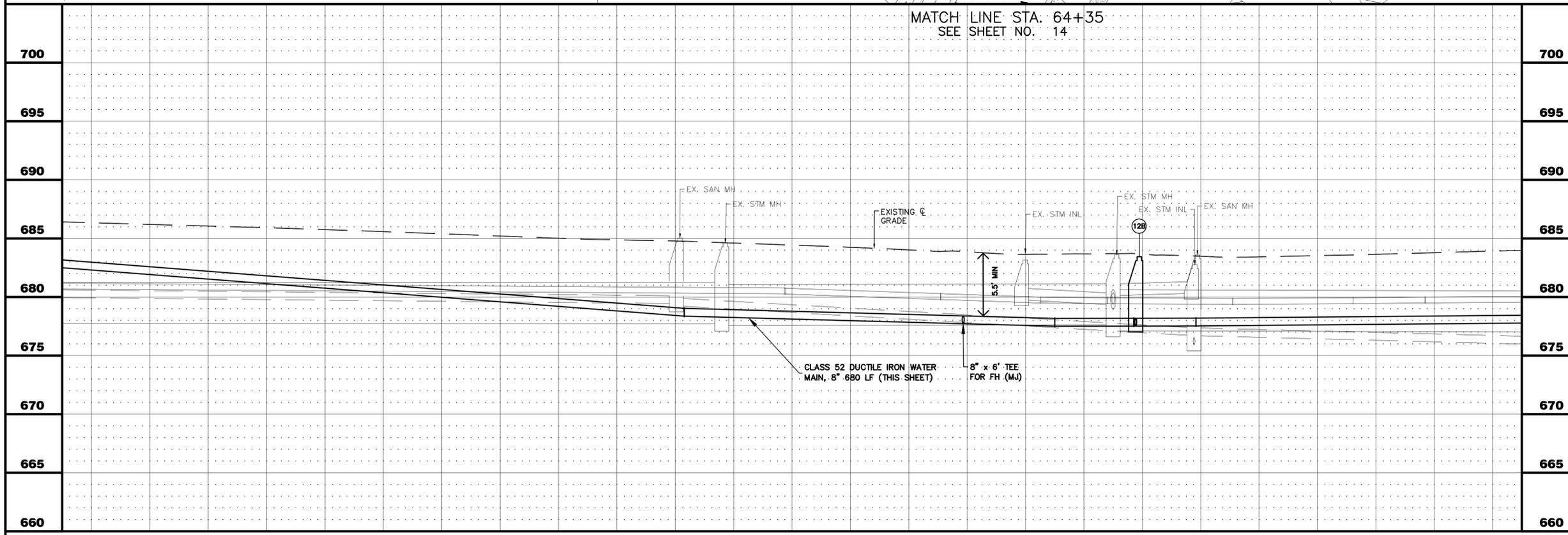
1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

46+00	47+00	48+00	49+00	50+00	
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS:		PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS	
		DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20' DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025		SHEET TITLE PLAN & PROFILE - HOLLYCREST AVE - STA. 46+00 TO STA. 50+00	
					SHEET NUMBER 11 TOTAL SHEETS 21



- WATER MAIN STRUCTURES**
- 12A FIRE HYDRANT NO. 12A
STA. 54+78.63,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 684.12
 - 12B VALVE NO. 12B
STA. 55+38.28, 2' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 683.61

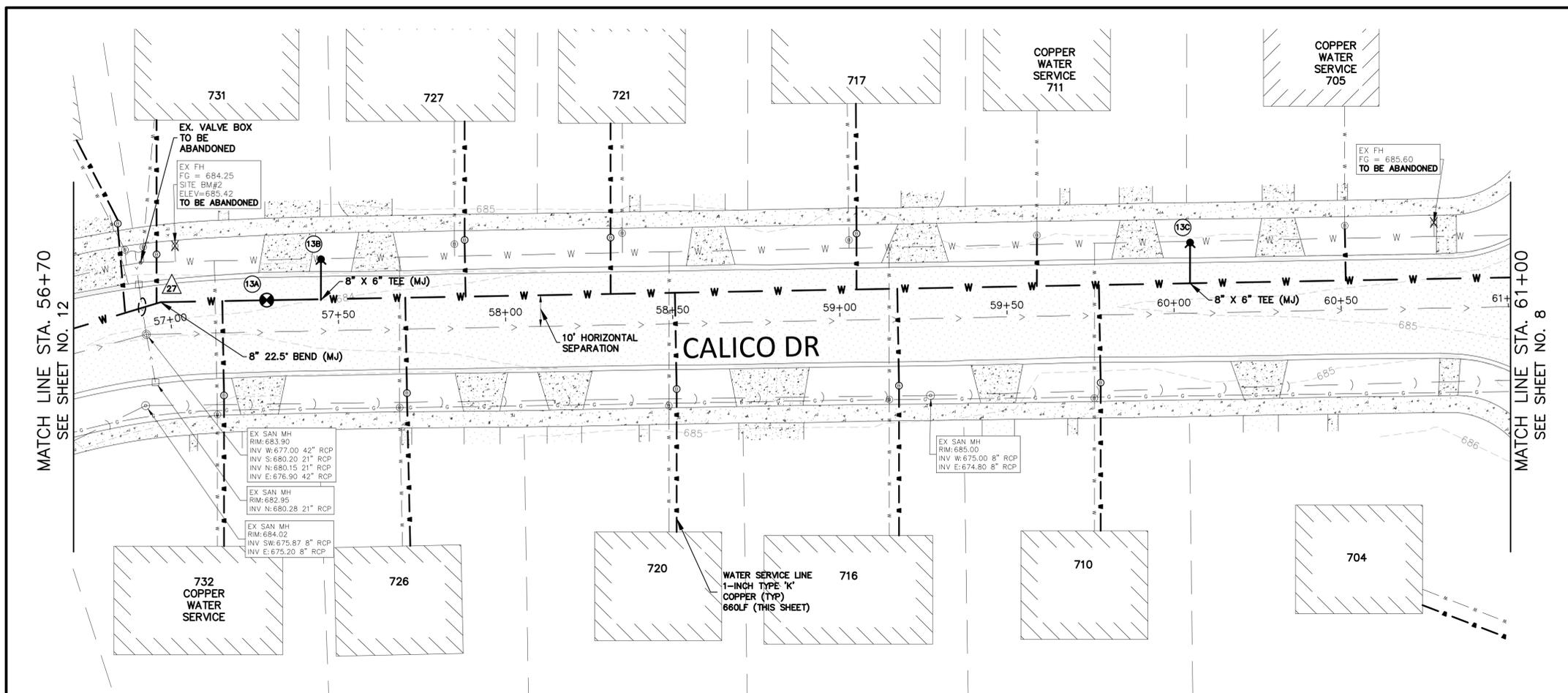
- UTILITY CROSSINGS**
- 22 B/EX WM = 679.43 (ASSUMED)
T/PR WM = 678.19
NO WM PROTECTION REQUIRED
 - 23 B/STM = 680.35
T/WM = 678.85
12" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 21 LF
 - 24 B/STM = 676.68
T/WM = 675.18
42" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 24 LF
 - 25 B/STM = 680.01
T/WM = 678.15
12" PVC C-900 STORM SEWER
REMOVAL AND REPLACEMENT, 21 LF
 - 26 B/SAN = 677.18
T/WM = 675.68
8" PVC C-900 SANITARY SEWER
REMOVAL AND REPLACEMENT, 21 LF



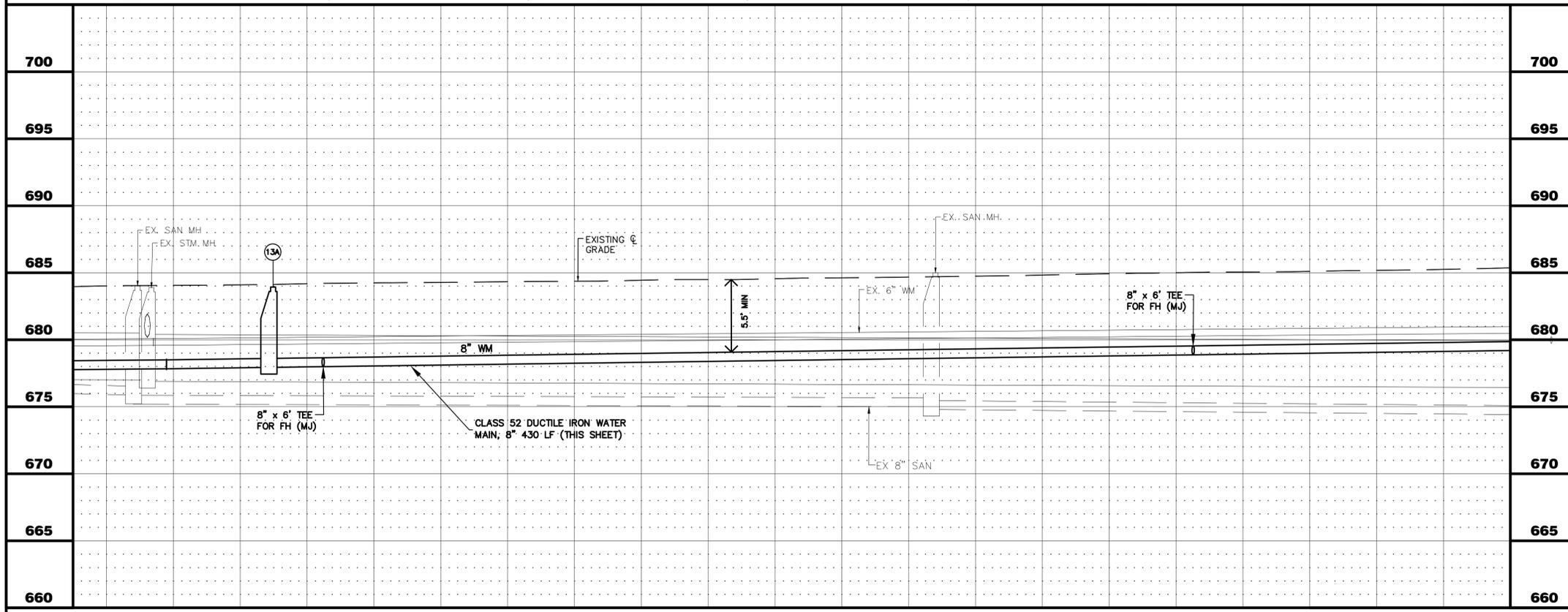
- NOTES:**
1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.
 6. ALL LONG WATER SERVICE LINES SHALL BE DIRECTIONALLY DRILLED UNDER THE STORM SEWER

51+70	52+00	53+00	54+00	55+00	56+00	56+70	
		CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS:		PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS SHEET TITLE PLAN & PROFILE - CALICO DR - STA. 51+70 TO STA. 56+70	SHEET NUMBER 12 TOTAL SHEETS 21
DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20' DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025							

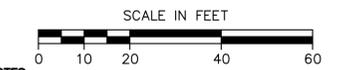
PLOT DATE: 4/14/2025 10:13 AM
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG
 LAST SAVED BY: HernandezA



- WATER MAIN STRUCTURES**
- 13A VALVE NO. 13A
STA. 57+28.61, 7' LT
8" GATE VALVE
IN 48" VAULT W/ 2" WHIP
RIM = 683.93
 - 13B FIRE HYDRANT NO. 13B
STA. 57+45.02,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 684.77
 - 13C FIRE HYDRANT NO. 13C
STA. 60+05.10,
WITH 6" AUXILIARY VALVE
GROUND ELEV = 684.99



- UTILITY CROSSINGS**
- B/STM = 679.93
 - T/W/M = 678.40
 - 12" PVC C-900 SANITARY SEWER
REMOVAL AND REPLACEMENT, 21 LF



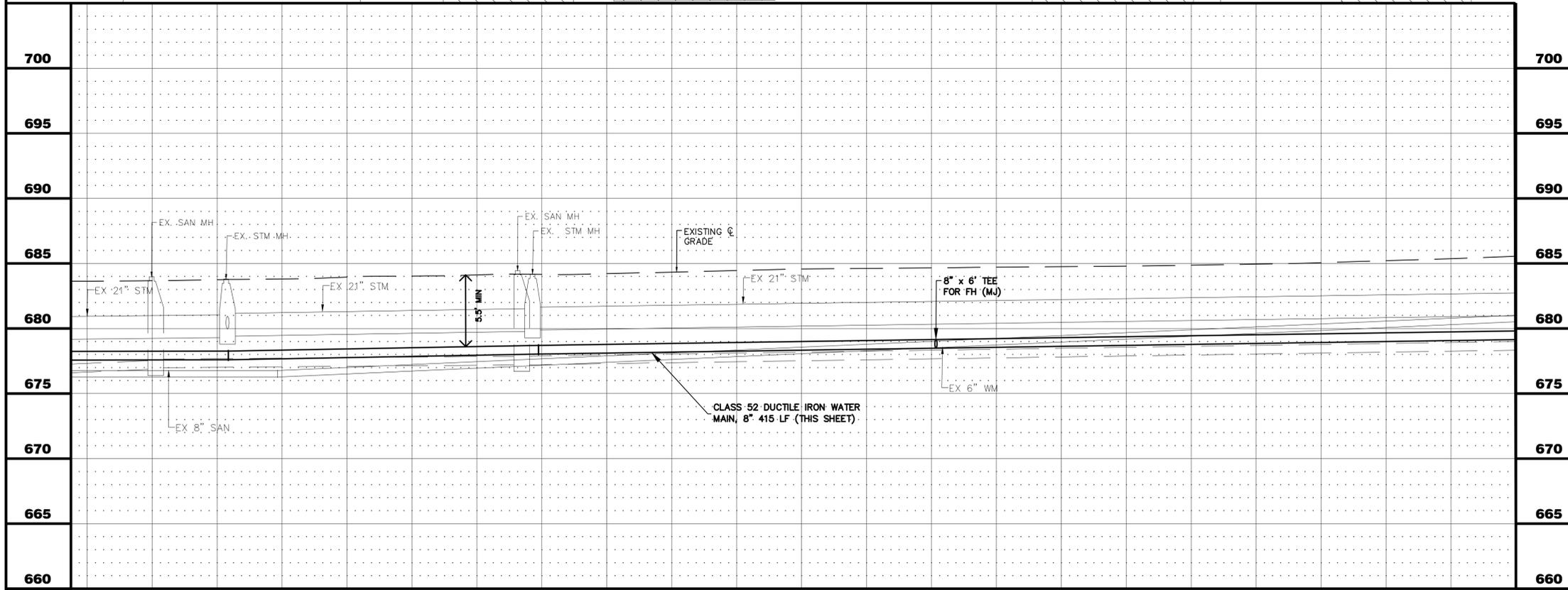
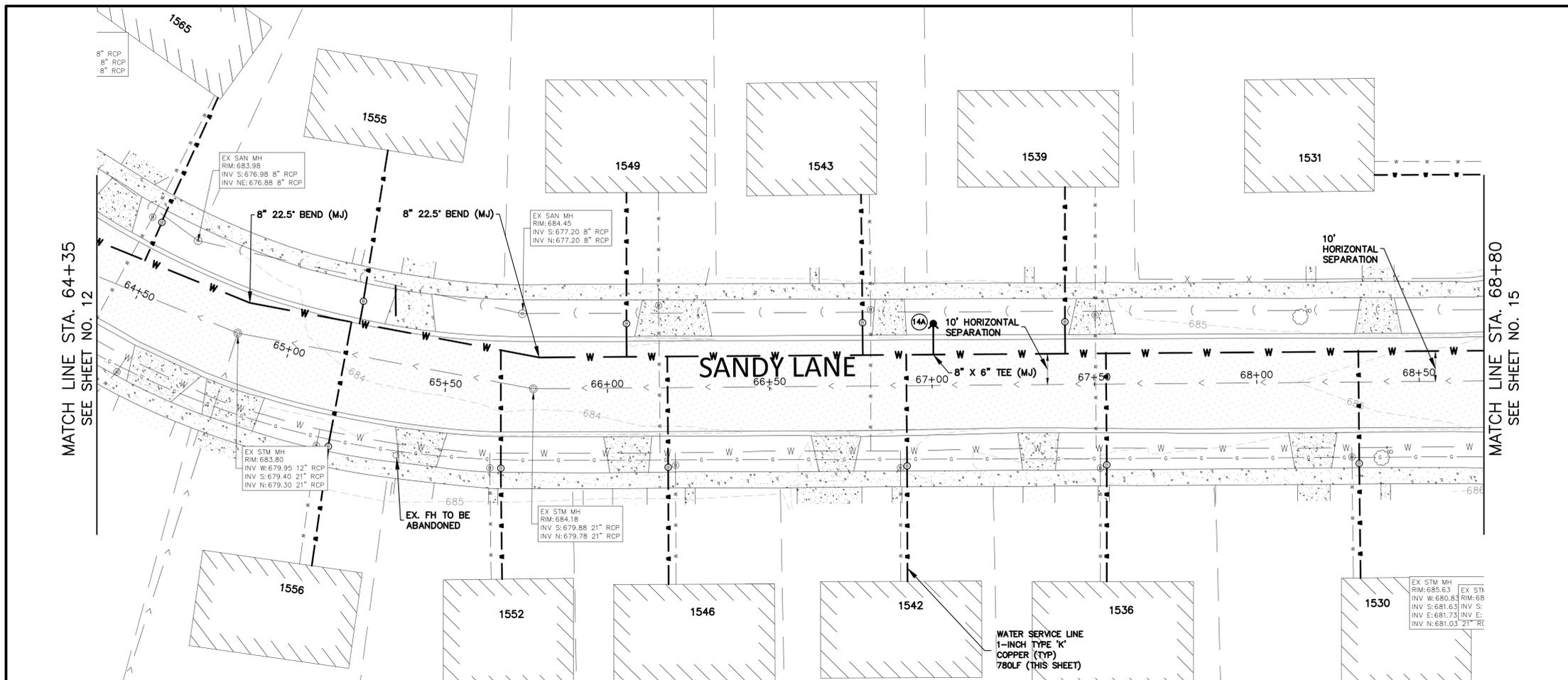
- NOTES:**
1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.
 6. ALL LONG WATER SERVICE LINES SHALL BE DIRECTIONALLY DRILLED UNDER THE STORM SEWER

PLOT DATE: 4/14/2025 10:13 AM LAST SAVED BY: HermandezA
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P'S.DWG

56+70	57+00	58+00	59+00	60+00	61+00	
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS:	DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20' DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025	PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS SHEET TITLE PLAN & PROFILE - CALICO DR - STA. 57+50 TO STA. 61+00		SHEET NUMBER 13 TOTAL SHEETS 21

WATER MAIN STRUCTURES

14A
 FIRE HYDRANT NO. 14A
 STA. 67+00.69
 WITH 6" AUXILIARY VALVE
 GROUND ELEV = 684.79



SCALE IN FEET



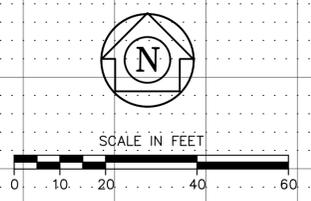
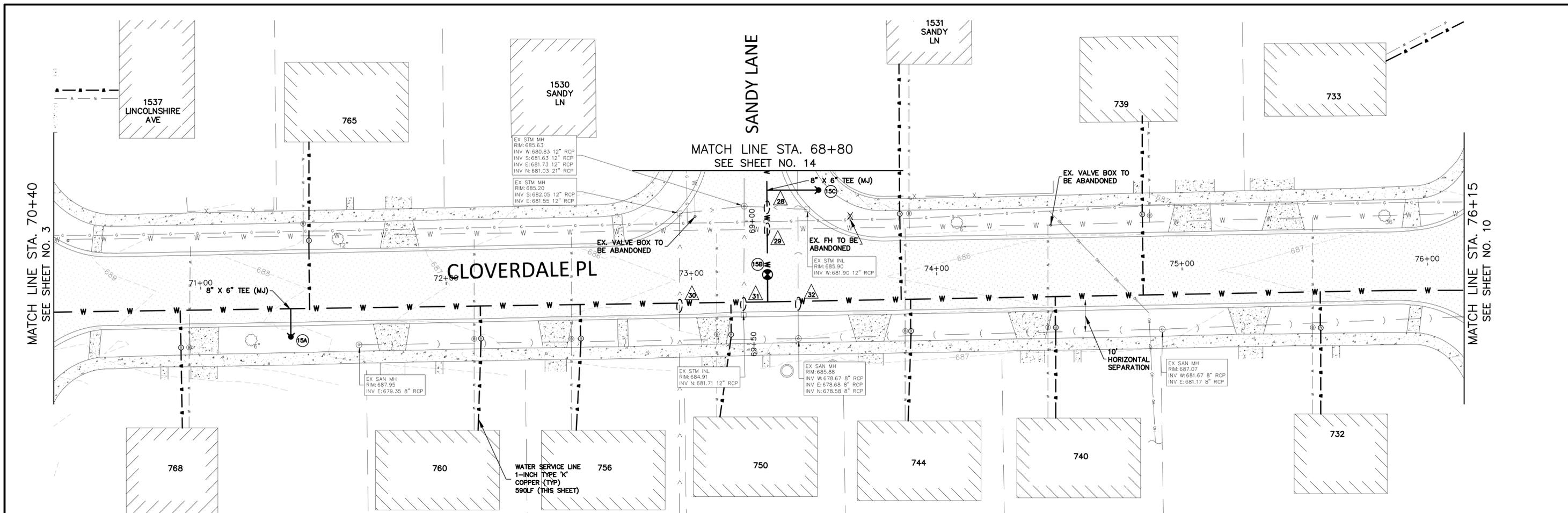
NOTES:

1. ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
3. CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
4. ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
5. ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.
6. ALL LONG WATER SERVICE LINES SHALL BE DIRECTIONALLY DRILLED UNDER THE STORM SEWER

PLOT DATE: 4/14/2025 10:13 AM LAST SAVED BY: HernandezA FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG

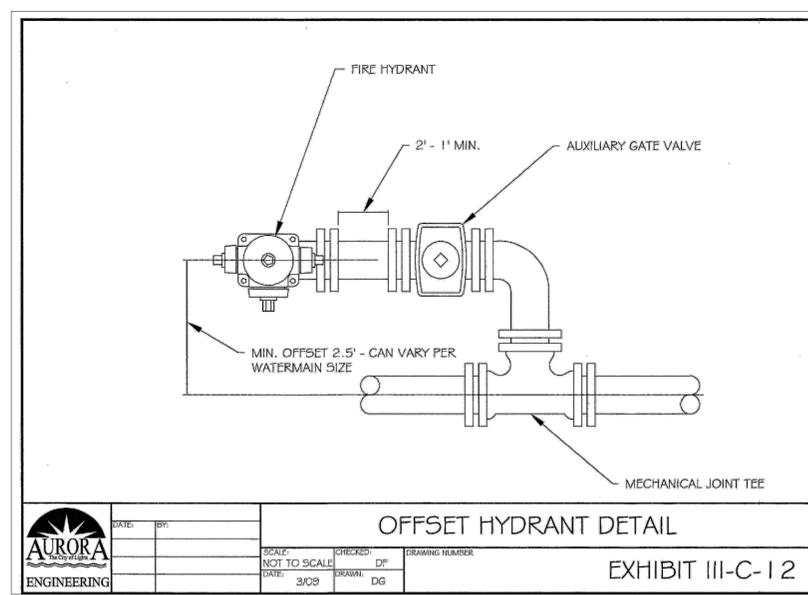
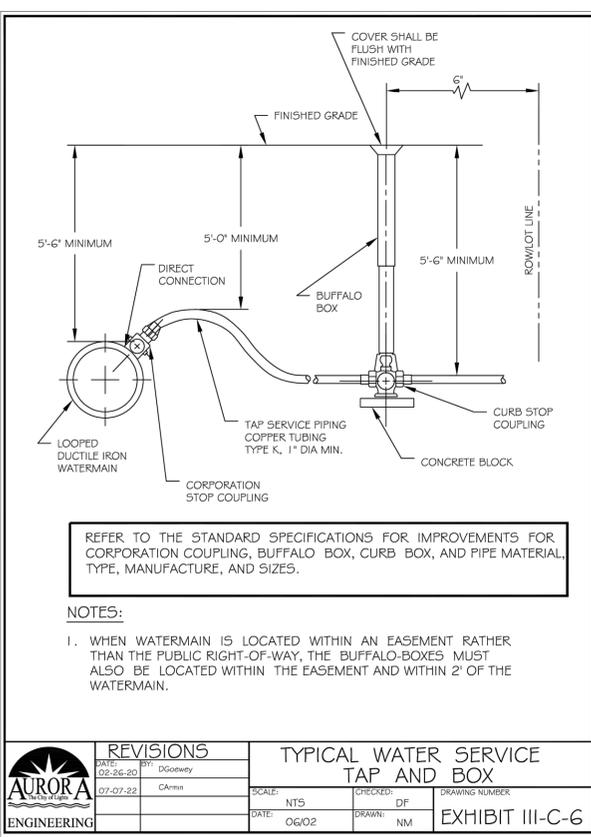
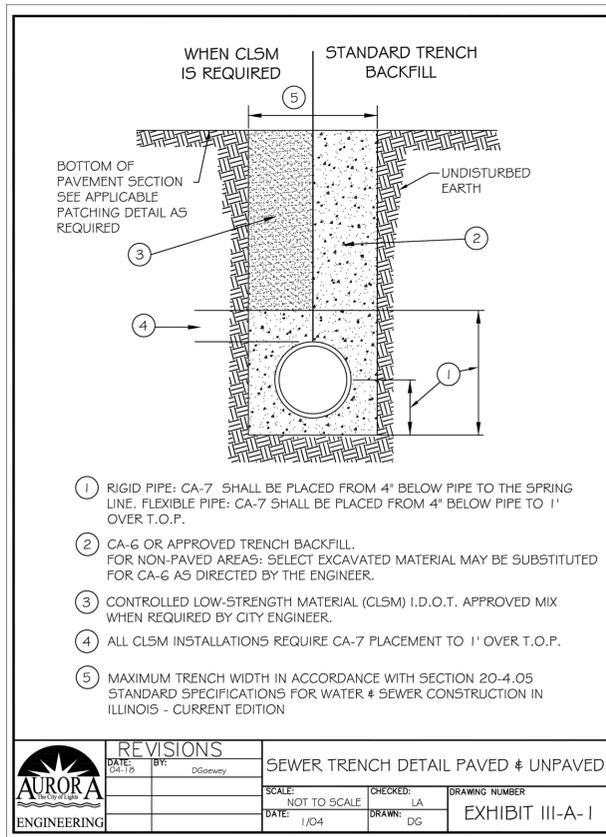
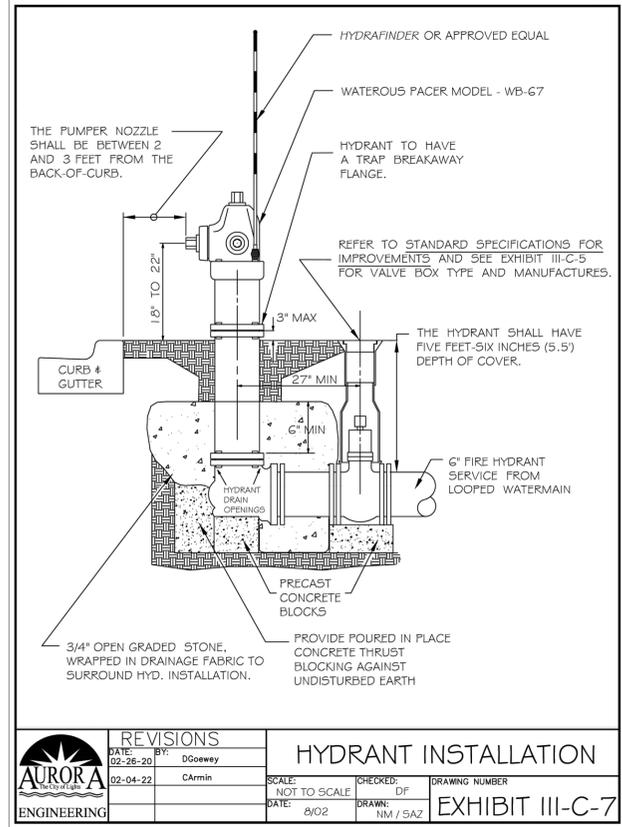
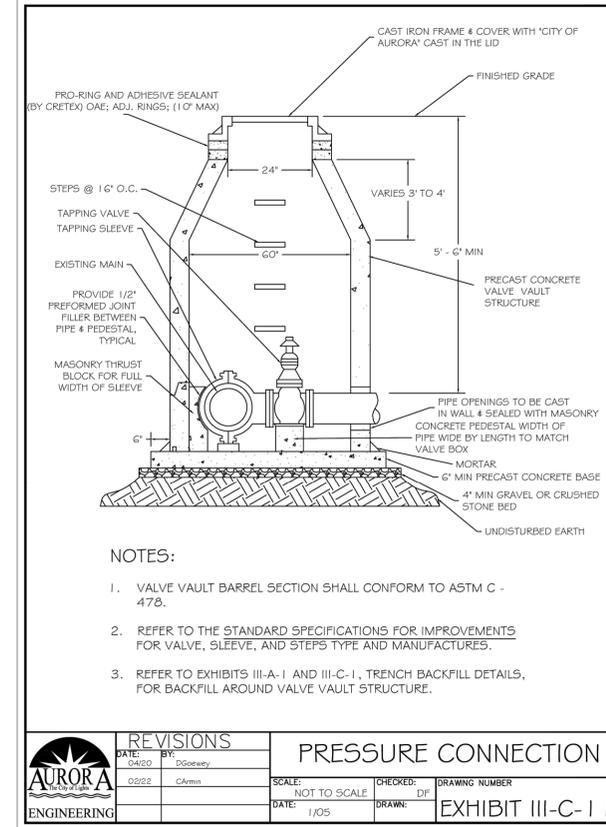
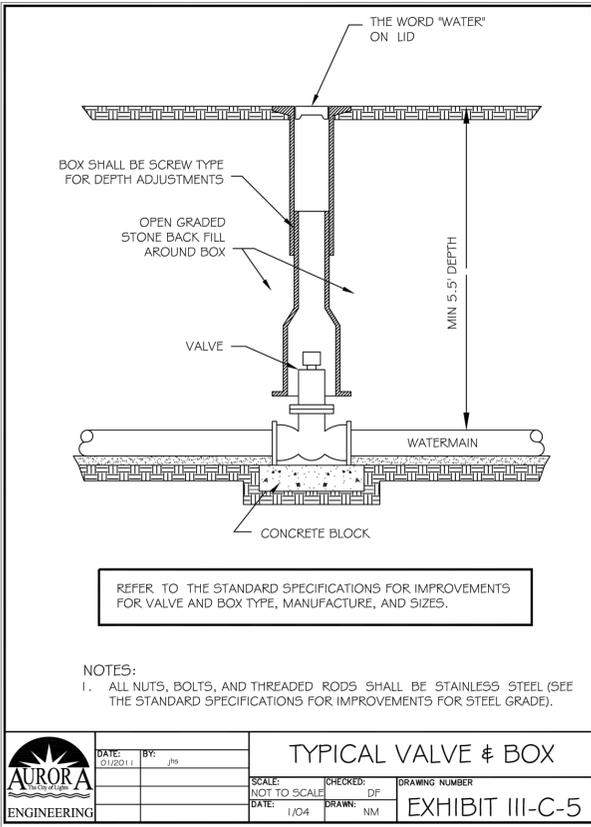
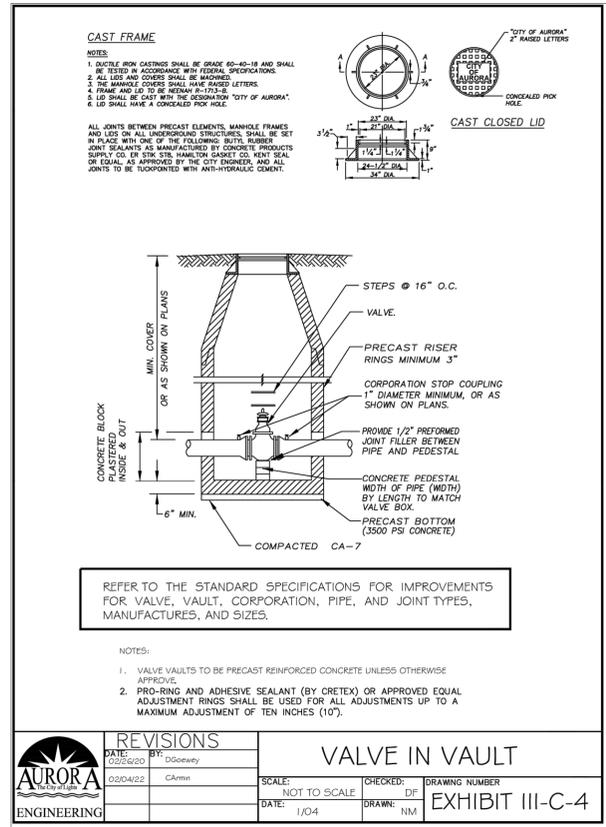
64+35	65+00	66+00	67+00	68+00	68+80
CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505		REVISIONS: 	DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20" DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025	PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS SHEET TITLE PLAN & PROFILE - SANDY LN - STA. 64+35 TO STA. 68+80	SHEET NUMBER 14 TOTAL SHEETS 21

PLOT DATE: 4/14/2025 10:13 AM LAST SAVED BY: HermindaA FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE BASE P&P.DWG



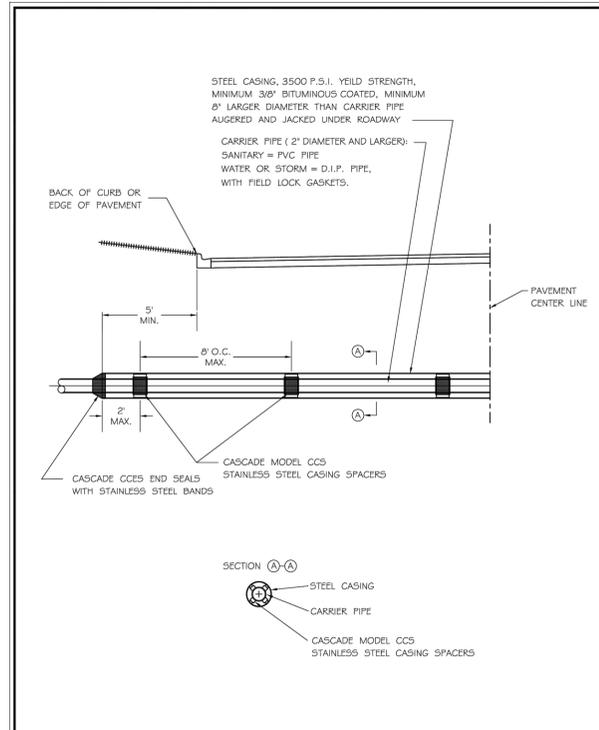
- NOTES:**
- ALL FITTINGS SHALL BE DUCTILE IRON (DI) MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED.
 - CONTRACTOR TO LOCATE/COORDINATE WITH CITY FOR NEAREST VALVE FOR TEMPORARY SHUT DOWN (PER CITY DIRECTION).
 - CONTRACTOR SHALL INSTALL 2" COPPER WHIPS INSIDE VALVE VAULTS AT THE NORTH CONNECTION (INCIDENTAL).
 - ANY POWER POLE BRACING TO BE COORDINATED BY CONTRACTOR (INCIDENTAL).
 - ALL CONFORMING LEAD WATER SERVICES SHALL BE REPLACED TO THE WATER METER VIA TRENCHLESS METHODS WITH HOMEOWNER APPROVAL.

70+40	71+00	72+00	73+00	74+00	75+00	76+00 76+15
<p>CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505</p>			<p>REVISIONS:</p>	<p>PROJECT BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS</p>	<p>SHEET NUMBER 15</p>	
<p>DESIGNED BY: ### CHECKED BY: KTM SCALE: 1" = 20'</p>			<p>SHEET TITLE PLAN & PROFILE - N AURORA RD - STA. 70+40 TO STA. 75+15</p>	<p>TOTAL SHEETS 21</p>		
<p>DRAWN BY: AHB APPROVED BY: KTM DATE: 4/2025</p>						

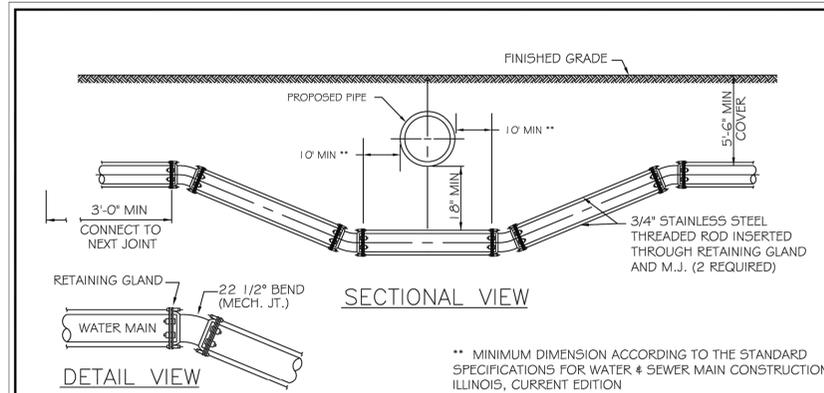


PLOT DATE: 4/14/2025 10:13 AM LAST SAVED BY: Hermandea P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE COVER & DETAILS.DWG

PLOT DATE: 4/14/2025 10:13 AM LAST SAVED BY: HernandezA FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE COVER & DETAILS.DWG



	REVISIONS		CASING PIPE	
	DATE:	BY:	SCALE:	DRAWING NUMBER:
			NOT TO SCALE	DF
			DATE:	DRAWN:
			1/07/2007	JHS
				EXHIBIT III-C-13



NOTES:

1) For sizes larger than 16", special design will be required.

2) In lieu of installing stainless steel rods, the mechanical joints can be restrained with the MegaLug Series 1100 as manufactured by EBBA Iron Inc, or approved equal. Also, the bell and spigot joints shall be restrained on either side of the mechanical joints by EBBA Iron 1700 series restraint or approved equal and the restraint distance shall be in accordance with Exhibits III-C-9 and III-C-10.

	REVISIONS		WATER MAIN LOWERING DETAIL	
	DATE:	BY:	SCALE:	DRAWING NUMBER:
			NOT TO SCALE	DF
			DATE:	DRAWN:
			1/04	SAZ
				EXHIBIT III-C-8

Minimum Restraint Length (ft) on both sides of the Fitting				
Fitting Type/Nominal Size	6"	8"	12"	16"
11 1/4° Bend	2	3	4	6
22 1/2° Bend	5	6	9	11
45° Bend	10	13	18	23
90° Bend	23	30	43	56
Dead End	31	40	57	74
Top Side of a Vertical Offset ¹	19	25	35	46
Tee Run x Branch ²	6" BY	24		
Tee Run x Branch ²	8" BY	22	34	
Tee Run x Branch ²	12" BY	18	31	51
Tee Run x Branch ²	16" BY	14	28	48
Reducer ³	8" BY	17		
Reducer ³	12" BY	42	30	
Reducer ³	16" BY	62	54	31

¹ All joints within the lowered section of the watermain shall be restrained or shall be solid pipe. The above distances reflect the required restraint distance on the normally elevated watermain either side of the 45° fitting of the vertical offset (or lowering).

² Minimum of 8 ft of solid pipe is required on both sides of the fitting on the run side. Distance indicates the length of restraint on the branch side or the side perpendicular to the tee run watermain.

³ Indicates the distance from the larger end of the reducer.

Notes: 1) All nuts and bolts shall be stainless steel.
2) The entire restraint system from the fitting to the minimum restraint distance must be inspected by The City of Aurora or it's representative prior to backfilling.

	Revisions		Watermain Restraint Length Table	
	DATE:	BY:	SCALE:	Checked:
			None	PJH
			DATE:	Drawn:
			2/04	DF
				EXHIBIT III-C-9

BENDS

REDUCER

TEES

VERTICAL OFFSET

MINIMUM RESTRAINT LENGTH (FT) SHOWN IN EXHIBIT III-C-9

MINIMUM RESTRAINT LENGTH

MIN. 8" SOLID PIPE (TYP.)

MINIMUM RESTRAINT LENGTH

MINIMUM RESTRAINT LENGTH (TYP.)

ALL FITTINGS AND JOINTS SHALL BE RESTRAINED

NOTES:
1) THE EXACT LENGTHS FOR RESTRAINT ARE SHOWN IN EXHIBIT III-C-9

	REVISIONS		WATER MAIN RESTRAINT DETAIL	
	DATE:	BY:	SCALE:	DRAWING NUMBER:
			NOT TO SCALE	DF
			DATE:	DRAWN:
			1/04	NM
				EXHIBIT III-C-10

MONOLITHIC CONCRETE THRUST BLOCKING PLACED AGAINST UNDISTURBED VERTICAL EARTH FACE

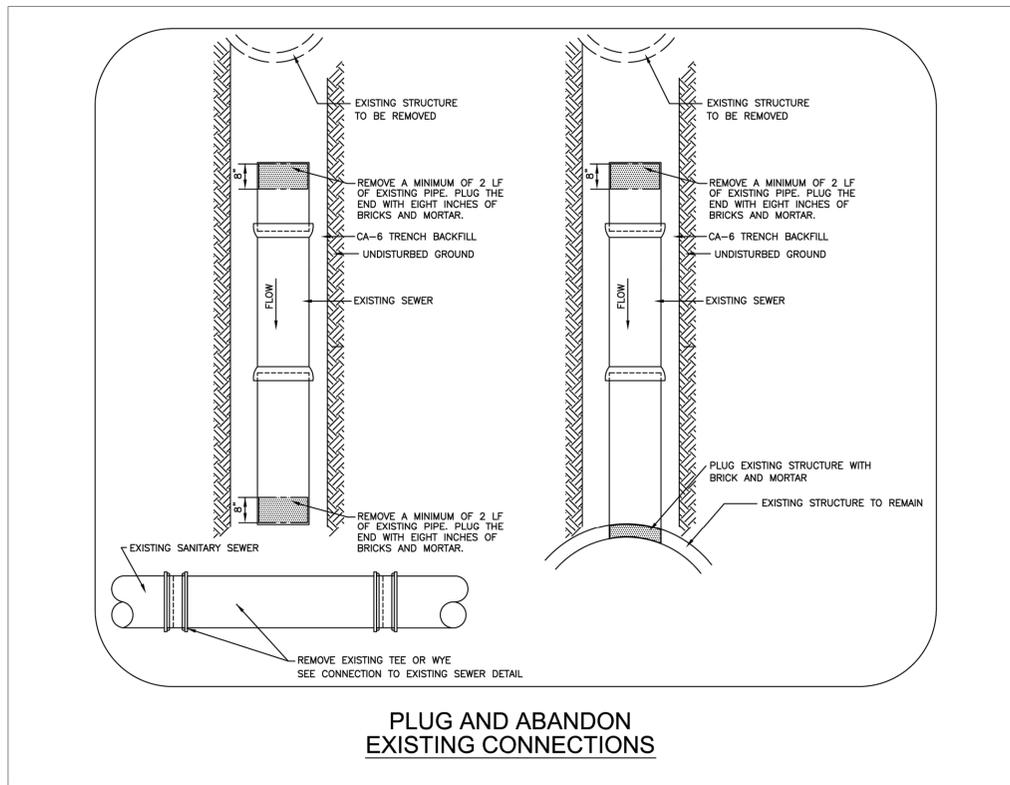
WATER MAIN SIZE AS SHOWN ON PLANS

JOINTS TO BE ACCESSIBLE FOR REPAIRS

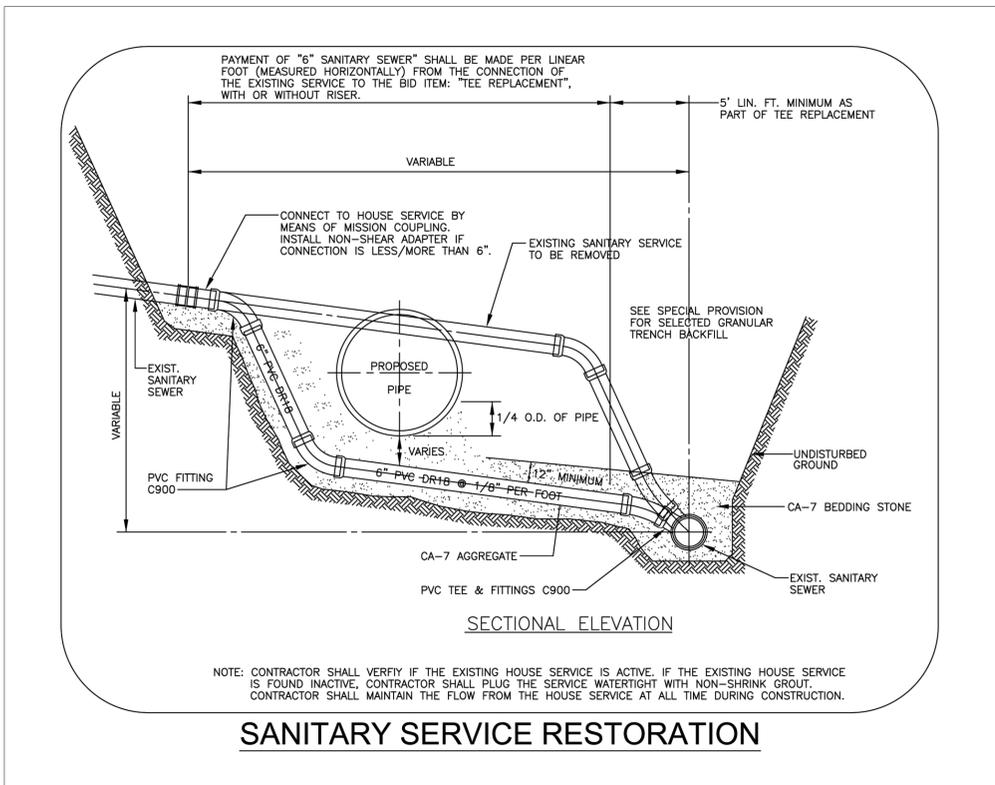
BLOCKING SHALL BE APPLIED FOR ALL TEES, PLUGS, CAPS, & BENDS OF 1 1/4" OR GREATER DEFLECTION

BLOCKING TO BE A MIN. OF 12" THICK

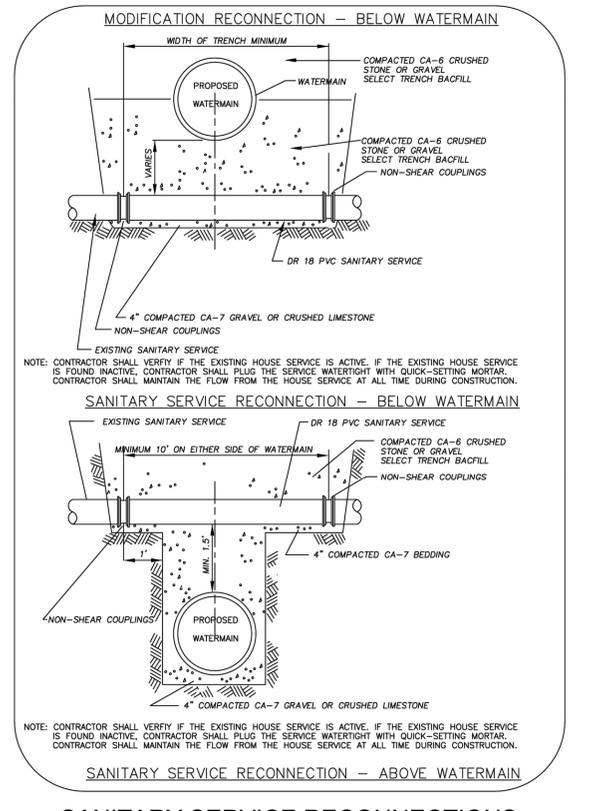
	REVISIONS		THRUST BLOCKING	
	DATE:	BY:	SCALE:	DRAWING NUMBER:
			NOT TO SCALE	DF
			DATE:	DRAWN:
			1/04	NM
				EXHIBIT III-C-3



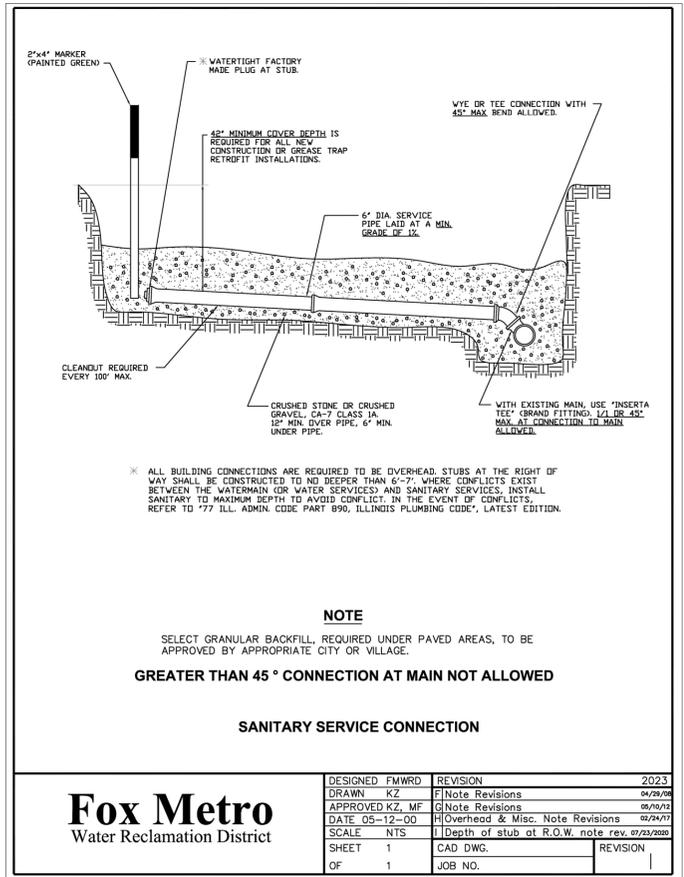
PLUG AND ABANDON EXISTING CONNECTIONS



SANITARY SERVICE RESTORATION



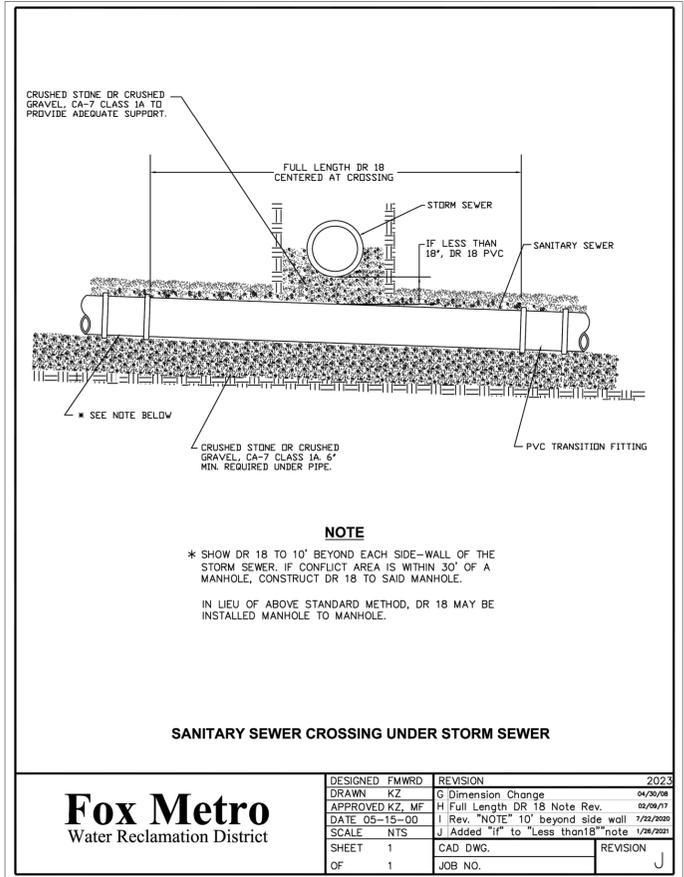
SANITARY SERVICE RECONNECTIONS



SANITARY SERVICE CONNECTION

Fox Metro
Water Reclamation District

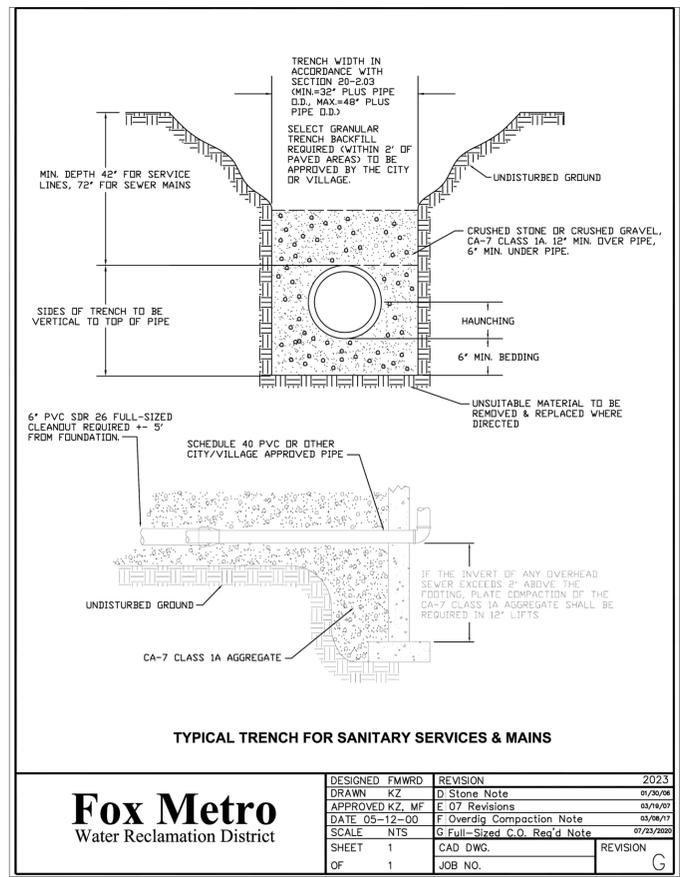
DESIGNED	FMWRD	REVISION	2023
DRAWN	KZ	F>Note Revisions	04/26/08
APPROVED	KZ, MF	G>Note Revisions	05/10/12
DATE	05-12-00	H>Overhead & Misc. Note Revisions	02/24/17
SCALE	NTS	I>Depth of stub at R.O.W. note rev. 07/23/2003	
SHEET	1	CAD DWG.	REVISION
OF	1	JOB NO.	



SANITARY SEWER CROSSING UNDER STORM SEWER

Fox Metro
Water Reclamation District

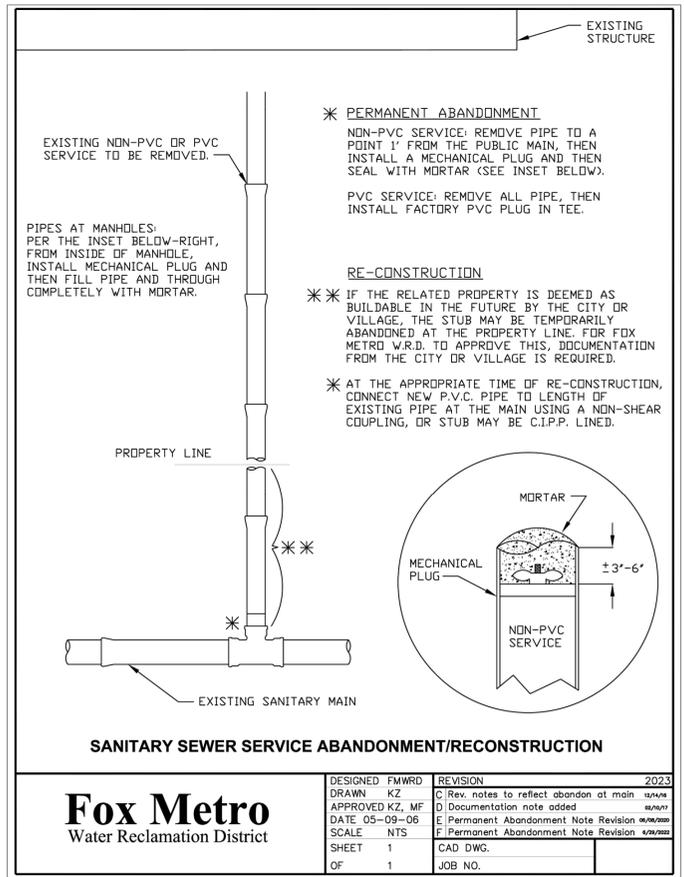
DESIGNED	FMWRD	REVISION	2023
DRAWN	KZ	G Dimension Change	04/26/08
APPROVED	KZ, MF	H Full Length DR 18 Note Rev.	02/09/17
DATE	05-15-00	I Rev. "NOTE" 10' beyond side wall	7/29/2003
SCALE	NTS	J Added "if" to "Less than 18" note	1/26/2001
SHEET	1	CAD DWG.	REVISION
OF	1	JOB NO.	



TYPICAL TRENCH FOR SANITARY SERVICES & MAINS

Fox Metro
Water Reclamation District

DESIGNED	FMWRD	REVISION	2023
DRAWN	KZ	D Stone Note	01/20/08
APPROVED	KZ, MF	E 07 Revisions	03/19/07
DATE	05-12-00	F Overdig Compaction Note	03/09/17
SCALE	NTS	G Full-Sized C.O. Res'd Note	07/23/2003
SHEET	1	CAD DWG.	REVISION
OF	1	JOB NO.	

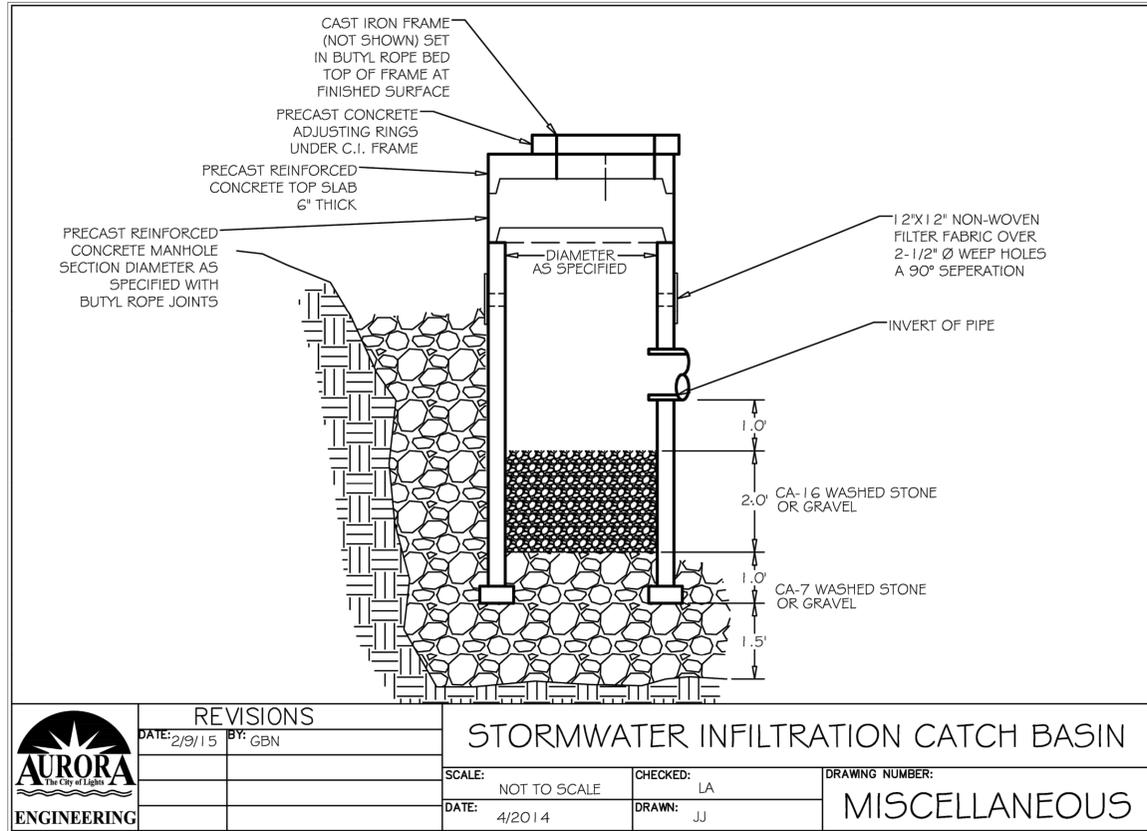


SANITARY SEWER SERVICE ABANDONMENT/RECONSTRUCTION

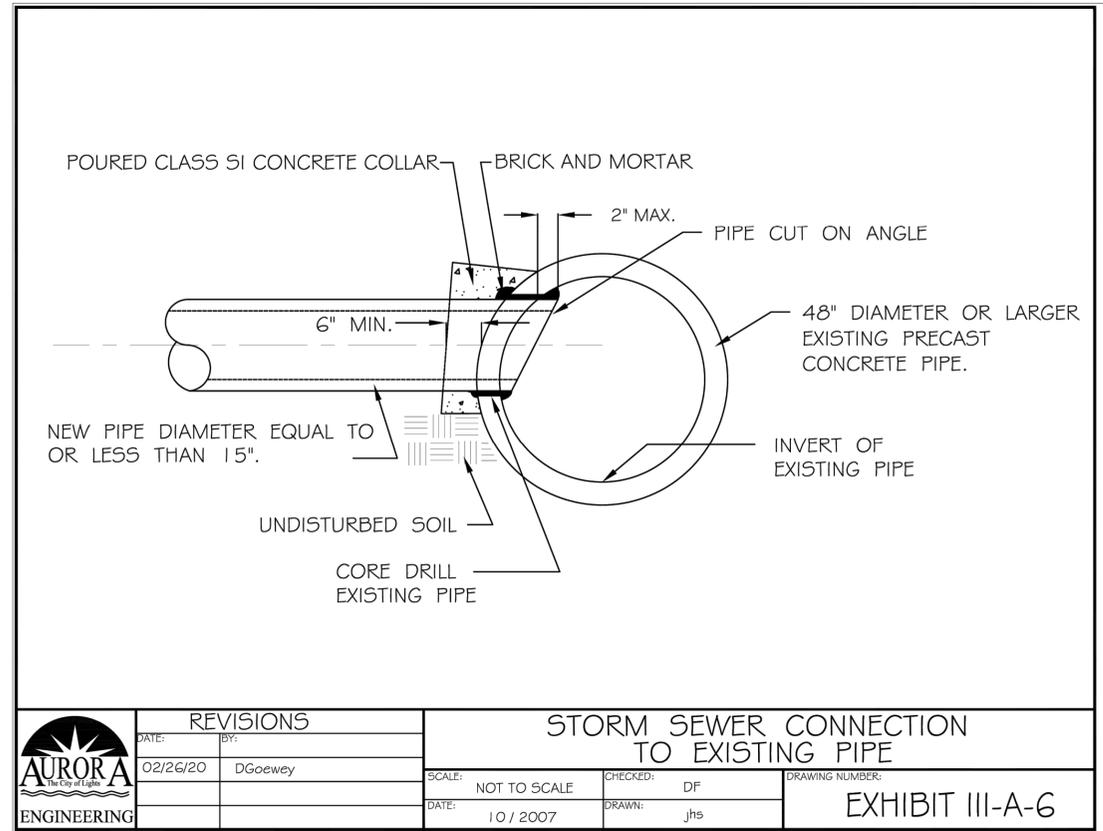
Fox Metro
Water Reclamation District

DESIGNED	FMWRD	REVISION	2023
DRAWN	KZ	C Rev. notes to reflect abandon at main	10/14/16
APPROVED	KZ, MF	D Documentation note added	05/10/17
DATE	05-09-06	E Permanent Abandonment Note Revision	05/09/2003
SCALE	NTS	F Permanent Abandonment Note Revision	02/09/2003
SHEET	1	CAD DWG.	REVISION
OF	1	JOB NO.	

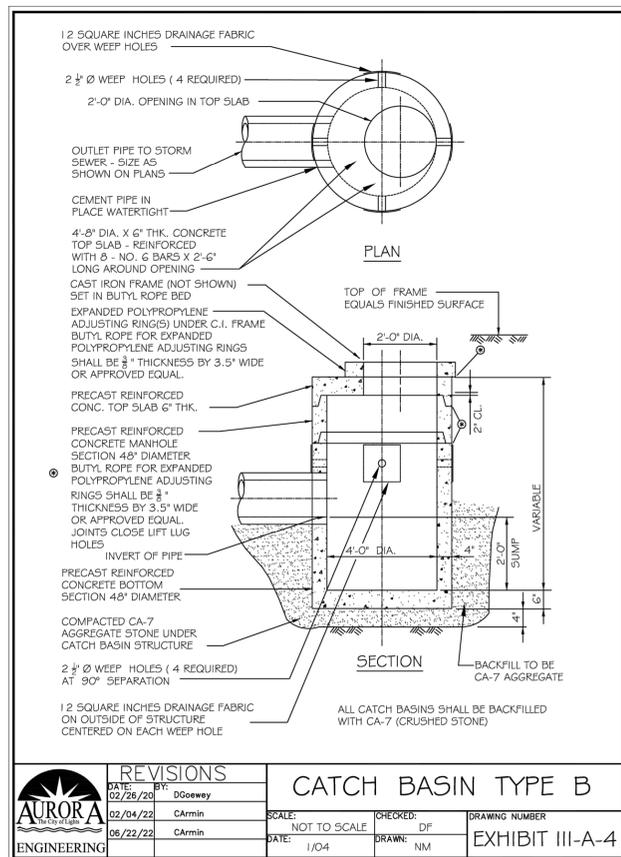
PLOT DATE: 4/14/2025 10:13 AM LAST SAVED BY: HernandezA FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE COVER & DETAILS.DWG



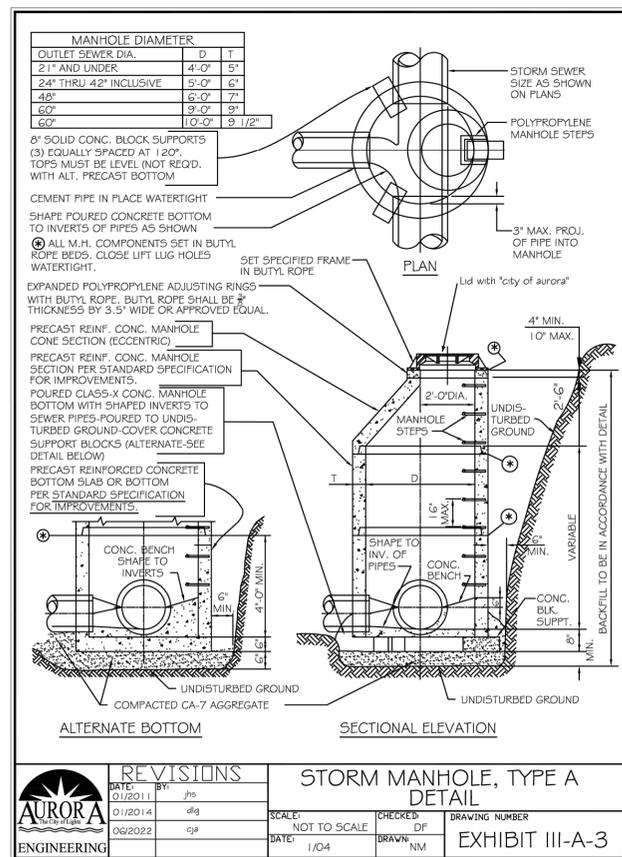
	REVISIONS DATE: 2/9/15 BY: GBN		STORMWATER INFILTRATION CATCH BASIN SCALE: NOT TO SCALE CHECKED: LA DATE: 4/2014 DRAWN: JJ		DRAWING NUMBER: MISCELLANEOUS



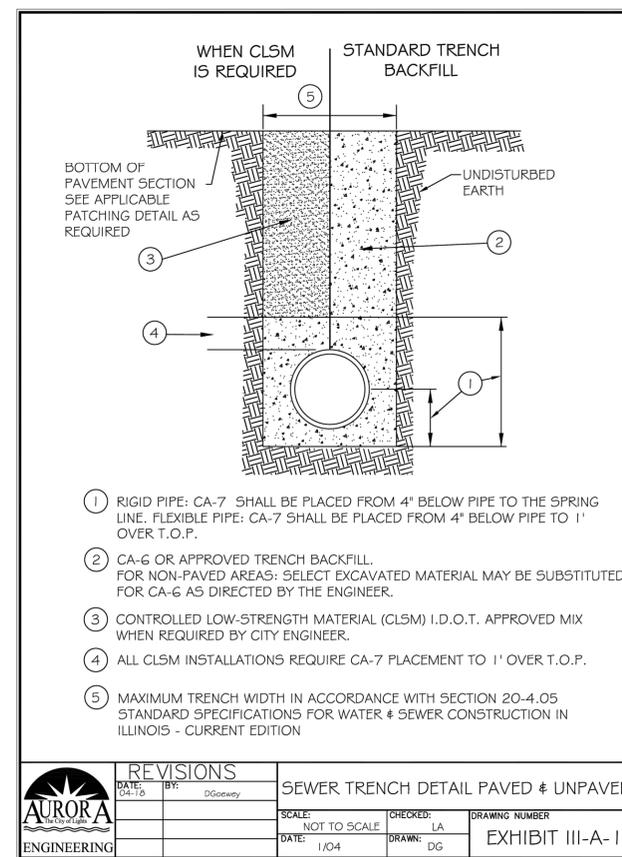
	REVISIONS DATE: 02/26/20 BY: DGoewey		STORM SEWER CONNECTION TO EXISTING PIPE SCALE: NOT TO SCALE CHECKED: DF DATE: 10/2007 DRAWN: jhs		DRAWING NUMBER: EXHIBIT III-A-6



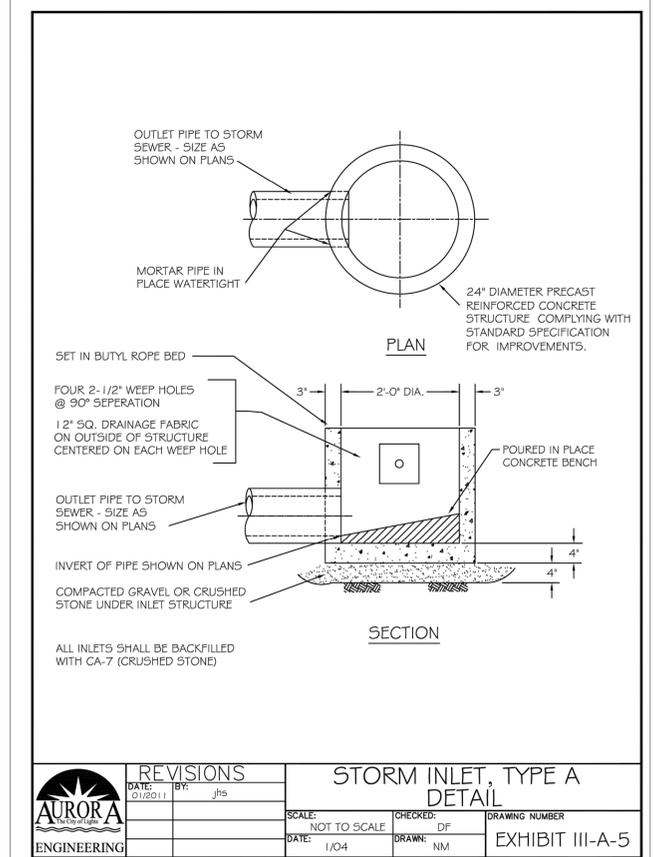
	REVISIONS DATE: 02/26/20 BY: DGoewey		CATCH BASIN TYPE B SCALE: NOT TO SCALE CHECKED: DF DATE: 1/04 DRAWN: NM		DRAWING NUMBER: EXHIBIT III-A-4



	REVISIONS DATE: 01/2011 BY: jhs		STORM MANHOLE, TYPE A DETAIL SCALE: NOT TO SCALE CHECKED: DF DATE: 1/04 DRAWN: NM		DRAWING NUMBER: EXHIBIT III-A-3

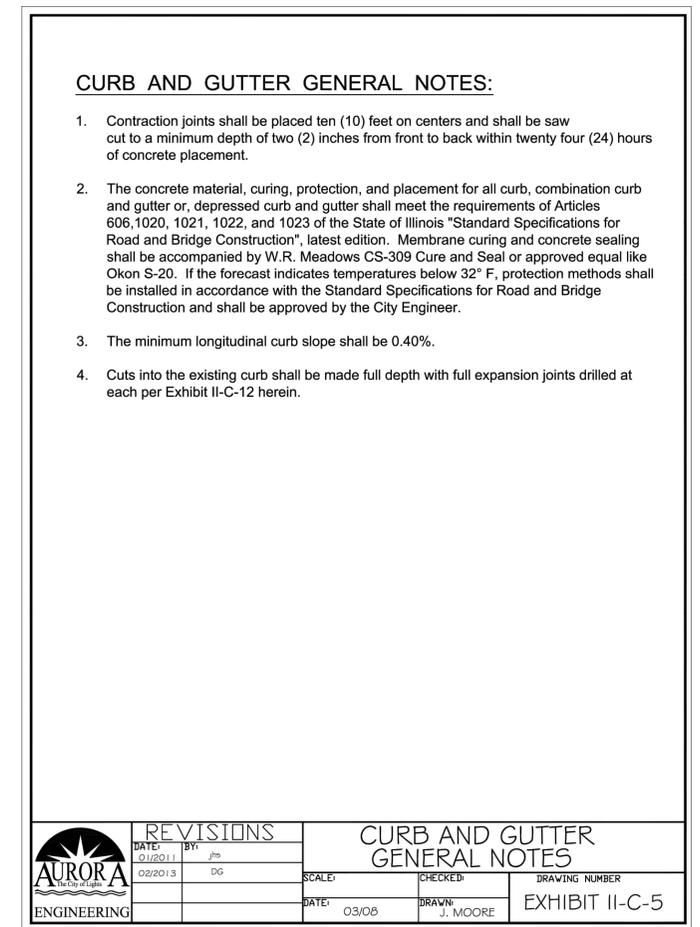
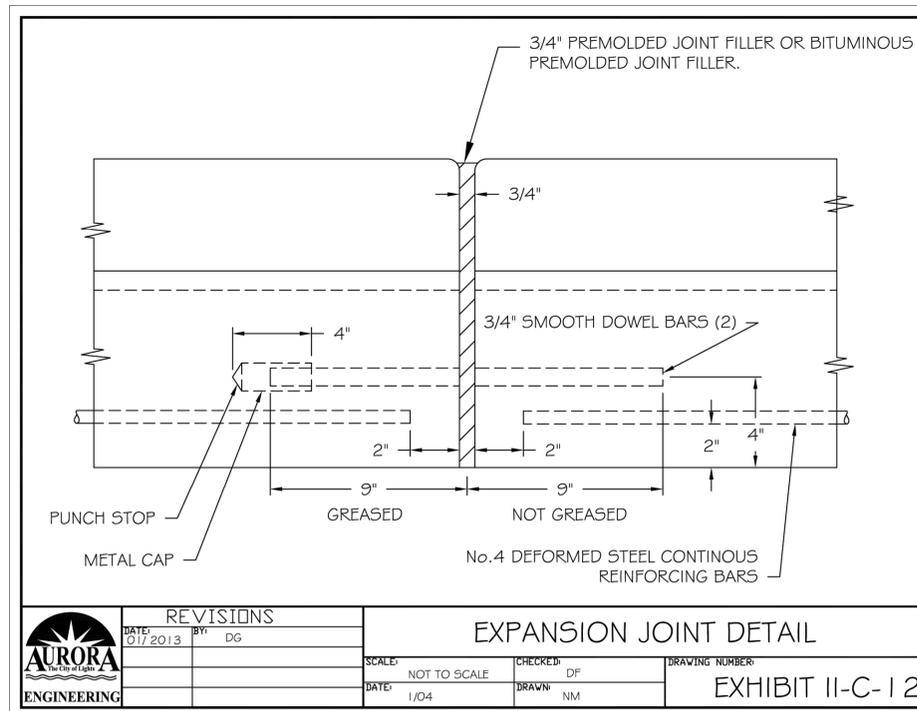
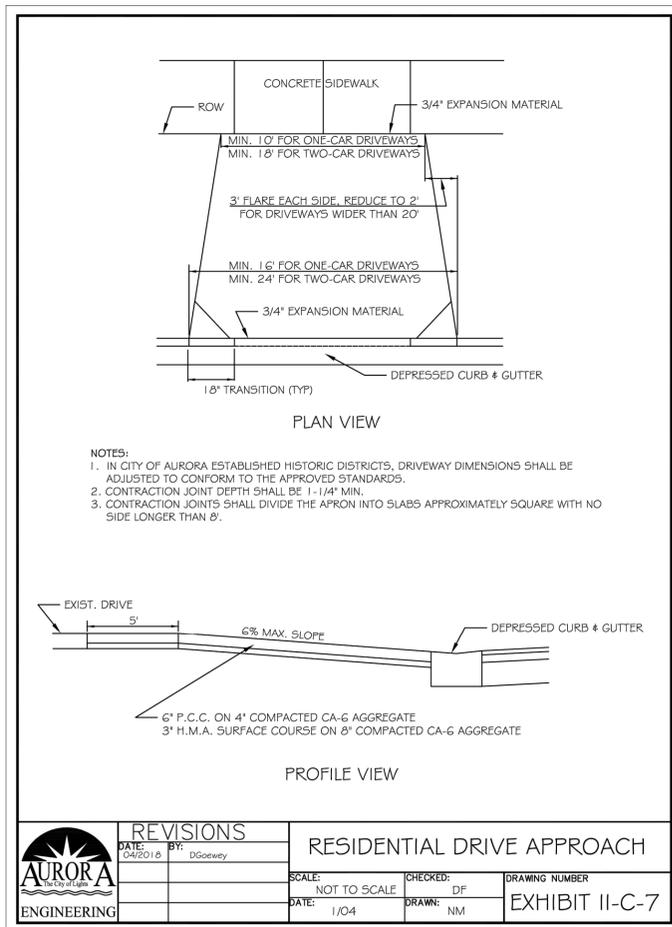
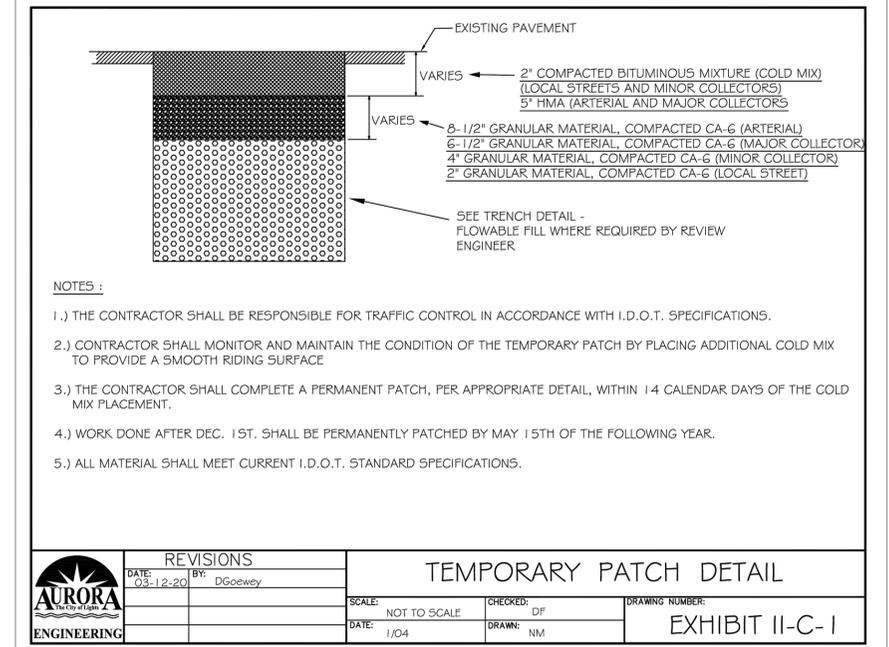
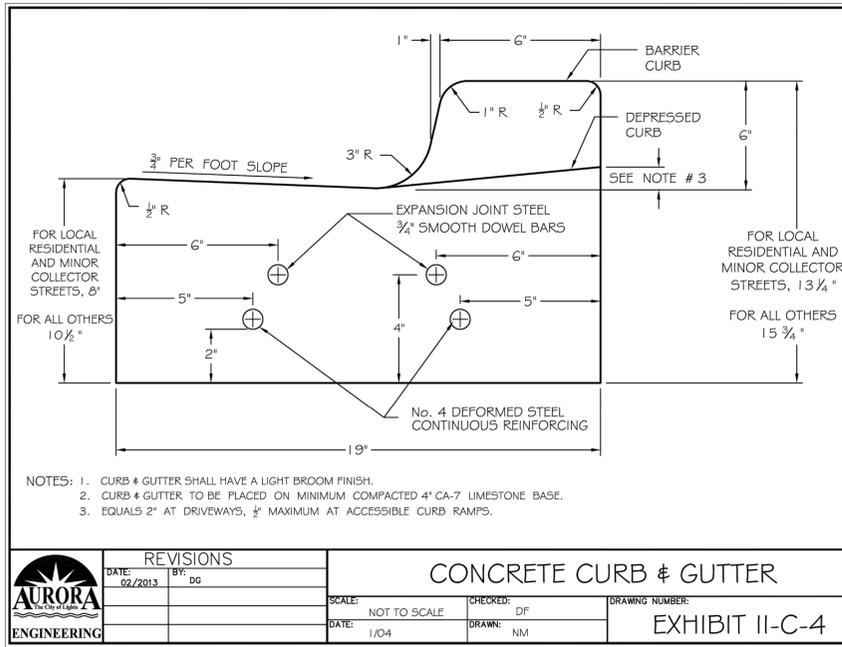
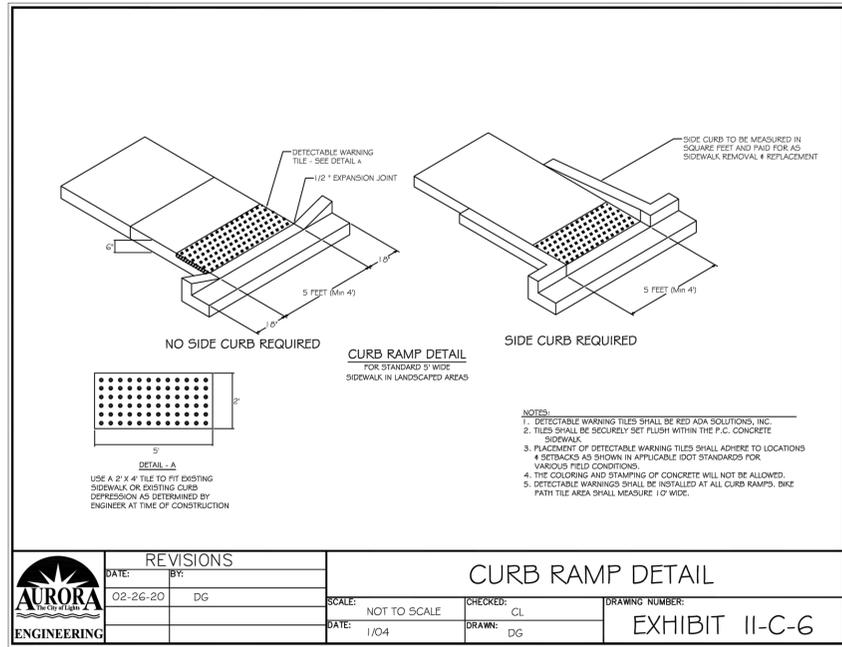


	REVISIONS DATE: 02/10 BY: DGoewey		SEWER TRENCH DETAIL PAVED & UNPAVED SCALE: NOT TO SCALE CHECKED: LA DATE: 1/04 DRAWN: DG		DRAWING NUMBER: EXHIBIT III-A-1



	REVISIONS DATE: 01/2011 BY: jhs		STORM INLET, TYPE A DETAIL SCALE: NOT TO SCALE CHECKED: DF DATE: 1/04 DRAWN: NM		DRAWING NUMBER: EXHIBIT III-A-5

PLOT DATE: 4/14/2025 10:14 AM LAST SAVED BY: HernandezA
 FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE COVER & DETAILS.DWG



PLOT DATE: 4/14/2025 10:14 AM LAST SAVED BY: HernandezA FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE COVER & DETAILS.DWG



CITY OF AURORA
ENGINEERING DIVISION
77 SOUTH BROADWAY
AURORA, ILLINOIS 60505

REVISIONS:

DESIGNED BY: NLS
DRAWN BY: AHB
CHECKED BY: KM
APPROVED BY: KM
SCALE: N.T.S.
DATE: 2024

PROJECT

BEAU RIDGE NORTH WATER MAIN IMPROVEMENTS

SHEET TITLE

STANDARD DETAILS

SHEET NUMBER

20

TOTAL SHEETS

21

PLOT DATE: 4/14/2025 10:14 AM FILEPATH: P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2023 WATER MAIN PROJECTS\BEAU RIDGE NORTH TOPO\CAD\BEAU RIDGE COVER & DETAILS.DWG LAST SAVED BY: HernandezA

DANDY DEWATERING BAG™ PLAN INSERT

The Dandy Dewatering Bag™ is not intended for any other use and should not be used for any other purpose.

The Dandy Dewatering Bag™ is designed to control sediment discharge in dewatering applications where water is being pumped.

Installation

- Lifting straps, not included, should be placed under the Dandy Dewatering Bag™ to facilitate removal after use.
- Place the Dandy Dewatering Bag™ on a level stabilized area over dense vegetation/straw, or Gravel (if increased drainage surface area is needed) or as detailed in plans.
- Insert discharge hose from pump into the Dandy Dewatering Bag™ a minimum of six inches (6") and tightly secure with attached strap to prevent water from flowing out of the unit without being filtered.
- Replace the unit when one half (1/2) full of sediment or when sediment has reduced the flow rate of the pump discharge to an impractical rate.

Maintenance

Remove and dispose of the sediment in a manner satisfactory to the engineer/inspector or in one of the following ways:

- Remove the unit and sediment from environmentally sensitive area and waterways. At the approved disposal site open or silt unit, remove sediment and grade smoothly into existing topography. Dispose of the Dandy Dewatering Bag™ no longer in use, at an appropriate recycling or solid waste facility.
- Bury unit on site; remove visible fabric and seed.

DANDY PRODUCTS, INC.
2011 HARRISBURG PIKE, SUITE R
GROVE CITY, OHIO 43123
1-800-591-2284
(local) 614-875-2284
FAX: 614-875-6305
E-MAIL: dandy@dandyproducts.com
www.dandyproducts.com

SILT FENCE PLAN

ELEVATION

FABRIC ANCHOR DETAIL

NOTES:

- Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
- Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class I with equivalent opening size of at least 30 for nonwoven and 50 for woven.
- Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

REFERENCE Project _____ Date _____		STANDARD DVG. NO. IL-620
Designed _____ Date _____		SHEET 1 OF 2
Checked _____ Date _____		DATE 11-20-01
Approved _____ Date _____		

SILT FENCE - SPLICING TWO FENCES

ATTACHING TWO SILT FENCES

- Place the end post of the second fence inside the end post of the first fence.
- Rotate both posts at least 180 degrees in a clockwise direction to create a tight seal with the fabric material.
- Cut the fabric near the bottom of the stakes to accommodate the 6" flap.
- Drive both posts a minimum of 18 inches into the ground and bury the flap.
- Compact backfill (particularly at splices) completely to prevent stormwater piping.

REFERENCE Project _____ Date _____		STANDARD DVG. NO. IUM-620B(W)
Designed _____ Date _____		SHEET 1 OF 1
Checked _____ Date _____		DATE 3-16-2012
Approved _____ Date _____		

KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT STANDARD NOTES

UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL REVISED FEBRUARY 2002.

THE KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT (KDSWCD) MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITIES, AND ONE WEEK PRIOR TO THE FINAL INSPECTION.

A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.

PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO, ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OR WASTE AREAS) A SUPPLEMENTARY EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER FOR REVIEW BY THE KDSWCD.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE KDSWCD.

DURING DEWATERING OPERATIONS, WATER SHALL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORM WATER STRUCTURES IS PROHIBITED.

IT IS THE RESPONSIBILITY OF THE LANDOWNER AND/OR GENERAL CONTRACTOR TO INFORM AND SUB-CONTRACTORS WHO MAY PERFORM WORK ON THIS PROJECT, OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS SET FORTH BY THE ILLINOIS EPA.

ALL DROP INLETS ON OR ADJACENT TO THE SITE MUST HAVE A SEDIMENT TRAPPING OR CONTAINMENT DEVICE INSTALLED DURING CONSTRUCTION ACTIVITIES.

ALL ADJACENT STREETS SHALL BE KEPT CLEAR OF DEBRIS, INSPECTED DAILY, AND CLEANED WHEN NECESSARY.

ALL EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL EVENT OF 0.5" OR MORE.

IN AREAS WHERE WORK IS COMPLETE, PERMANENT STABILIZATION SHALL OCCUR WITHIN 7 DAYS OF COMPLETION, AND IN AREAS WHERE WORK HAS TEMPORARILY CEASED FOR 21 DAYS OR MORE, TEMPORARY STABILIZATION SHALL OCCUR BY THE 14TH DAY AFTER WORK HAS CEASED.

THE CONDITION OF THE CONSTRUCTION SITE FOR WINTER SHUTDOWN SHALL BE ADDRESSED EARLY IN THE FALL GROWING SEASON SO THAT SLOPES AND OTHER BARE EARTH AREAS MAY BE STABILIZED WITH TEMPORARY AND/OR PERMANENT VEGETATIVE COVER FOR PROPER EROSION AND SEDIMENT CONTROL. ALL OPEN AREAS THAT ARE TO REMAIN IDLE THROUGHOUT THE WINTER SHALL RECEIVE TEMPORARY EROSION CONTROL MEASURES INCLUDING TEMPORARY SEEDING, MULCHING, AND/OR EROSION CONTROL BLANKET PRIOR TO THE END OF THE FALL GROWING SEASON. THE AREAS TO BE WORKED BEYOND THE END OF THE GROWING SEASON MUST INCORPORATE SOIL STABILIZATION MEASURES THAT DO NOT RELY ON VEGETATIVE COVER SUCH AS EROSION CONTROL BLANKET AND HEAVY MULCHING.

SOIL STABILIZATION TABLE

REQUIRED FOR ALL DISTURBED GRASS AREAS

CITY OF AURORA MIX	
24.93%	ASAP PERENNIAL RYEGRASS
24.46%	CADDISSHACK PERENNIAL RYEGRASS
24.33%	GOALKEEPER PERENNIAL RYEGRASS
12.37%	GERONIMO KENTUCKY BLUEGRASS
12.29%	KENTUCKY BLUEGRASS (VARIETY NOT STATED)
1.34%	INERT MATTER
0.28%	CROP
0.00%	WEED

MULCH: MECHANICALLY CRIMPED STRAW OR HYDRO-MULCH

CONTRACTOR'S CERTIFICATION:

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNED DATE _____

PRINT NAME _____

NAME OF COMPANY _____

PAVEMENT RESTORATION FOR RESIDENTIAL STREETS AND MINOR COLLECTORS

EXISTING BITUMINOUS CONCRETE
6"
UNDISTURBED GROUND
EXIST. BASE COURSE
1.2' MIN.
1.2' MIN.
SELECTED BACKFILL AS SHOWN ON THE TRENCH DETAILS
BITUMINOUS PAVEMENT REMOVAL AND REPLACEMENT
5' HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50
1.2' HOT-MIX ASPHALT SURFACE COURSE, S.P., MIX 'D', N50
SAW CUT AND PRIME

INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION

GRATE
CASTING
SUPPORT SYSTEM WITH LIFT HANDLES
SEDIMENT BAG/FILTER
INLET STRUCTURE
OVERFLOW AREA

SEE DETAIL ABOVE
GRATE
COVER
CASTING
SUPPORT SYSTEM WITH LIFT HANDLES
SEDIMENT BAG/FILTER
INLET STRUCTURE
STORM SEWER

REFERENCE Project _____ Date _____		STANDARD DVG. NO. IUM-561D
Designed _____ Date _____		SHEET 1 OF 1
Checked _____ Date _____		DATE 01-11-11
Approved _____ Date _____		

ARTERIAL AND MAJOR COLLECTOR PERMANENT PATCH DETAIL

PERMANENT PATCH FINAL SAW CUT
1-1/2"
EXISTING PAVEMENT
SURFACE COURSE - 1-1/2" HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50 (IL 9.5mm)
ARTERIAL = 1.2" HOT-MIX ASPHALT BINDER COURSE IL, N50, 1.9mm
MAJOR COLLECTOR = 1.0" HOT-MIX ASPHALT BINDER COURSE IL, N50, 1.9mm
TRENCH SAW CUT LIMIT
SEE TRENCH DETAILS, EXHIBIT III-A-1 AND III-C-1 CONTROLLED LOW-STRENGTH MATERIAL AS REQUIRED BY CITY ENGINEER.

NOTES:

- A STEEL PLATE SHALL BE PLACED OVER ANY TRENCH REMAINING OPEN TO TRAFFIC PRIOR TO THE INSTALLATION OF THE HOT-MIX BINDER AND SURFACE COURSES.
- THE ENTIRE STREET FROM CURB TO CURB OR JOINT TO JOINT SHALL BE RESURFACED UNLESS EXPRESSLY PERMITTED BY THE CITY ENGINEER OR HIS DESIGNER. THE PERMANENT PATCH SHALL BE RILLED SQUARE OR RECTANGULAR AND SHALL ENCOMPASS THE TRENCH AREA WITH A MINIMUM OF FIVE FEET (5') BEYOND THE WIDEST OR LONGEST SAW CUT LIMITS OF THE TRENCH.
- THE EDGES OF THE EXISTING PAVEMENT SHALL BE SAW CUT AND PRIMED PRIOR TO THE PLACEMENT OF THE SURFACE COURSE.
- ANY SURFACE VARIATIONS 1/4" OR GREATER SHALL BE CORRECTED BY REMOVAL AND REPLACEMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH IDOT SPECIFICATIONS.
- ALL MATERIAL SHALL MEET CURRENT IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

REVISIONS		ARTERIAL AND MAJOR COLLECTOR PERMANENT PATCH DETAIL	
DATE: 04-18	BY: DGoewey	SCALE: NOT TO SCALE	CHECKED: DP
		DATE: 1/04	DRAWN: NM
AURORA ENGINEERING		DRAWING NUMBER: EXHIBIT II-C-3	



Alpha Environmental, Inc.

5 Pembroke Circle

Streamwood, IL 60107

Ph: (630) 772-0867 --- TJENO@AOL.COM

Mr. Kurt Muth
Ms. Nadia Schweisthal
City of Aurora, Engineering
44 East Downer Place
Aurora, IL 60505
Via Email

February 28, 2025

Subject: CCDD evaluation of surplus soils which will be generated during the watermain improvements project work to be performed on multiple streets within the Beau Ridge North Subdivision in Aurora, IL

Dear Mr. Muth & Ms. Schweisthal:

Alpha Environmental, Inc. (AE) performed an environmental soils condition assessment of the surplus soils which will be generated during the watermain improvements in the Beau Ridge North Subdivision in Aurora, IL. Project work consists of intrusive work removing and replacing water service lines along numerous streets within the subdivision. The work as currently planned will employ standard excavation techniques; however, some of the work could also involve pothole excavation and horizontal drilling. If trenching is performed roughly 4000 cubic yards of surplus soil will be generated. AE's portion of this project involves a regulatory database review to identify Potentially Impacted Properties (PIP) and perform the necessary testing to determine the most cost-effective manner for surplus soil handling. This project work was performed in accordance with regulations contained in Illinois Administrative Code (IAC) 1100.

AE reviewed USGS Topographic maps dating back to 1932 and historic aerial photographs dating back to 1946. AE also reviewed readily available internet regulatory database information from USEPA, Illinois EPA, Illinois Office of State Fire Marshal, and the Illinois Emergency Management Agency. These records are readily available online from each of the respective regulatory Agency. The above mentioned Aerials and Topographic maps are available from Historic Aerials Viewer and were derived from the US Geological Survey platform.

Aerials indicate the site and area were vacant farmed land until 1960 when the present day residential subdivision was constructed. The radius for our regulatory database review extended this search to ¼ mile from the construction area. There were no identified hazardous materials handling within that area of construction however, the neighboring properties to the west, north, and southeast all have history of chemical handling and industrial/commercial usage. The sites listed and identified during



database evaluation were evaluated for their potential to impact soils within the footprint of the planned excavation activities and are listed below:

- 1) Lectro-Vend at 911 Sullivan Road is located roughly 450 feet west of the nearest point of construction. The manufacturing plant had a release of chlorinated solvents. Numerous soil borings were installed to delineate the area of impact. The extent of impact was modeled to extend to the area just east of the Lectro-Vend plant into Eastwood lane. The IEPA issued an NFR for the site in 2008.
- 2) Aurora Properties at 1650 Eastwood Drive is located roughly is located roughly 500 feet west of the nearest point of construction. The property had a release of petroleum in 1999. Numerous soil borings were installed and the area of residual impact was shown to remain on the property. IEPA issued an NFR for the site in 1999.
- 3) Eastwood Metal Products located at 1709 Eastwood is roughly 400 feet northwest of the nearest construction. The property had a release of chromium and nickel from plating baths at the site. A thorough site investigation was performed and extent of impact was shown to remain onsite. Soils were removed from some areas and IEPA issued an NFR for this site in 2005.
- 4) Dart Container at 310 S. Evergreen Road in North Aurora, IL. That property is 300 feet north of the nearest area of construction. The property had underground storage tanks which had a fuel spill in 1992. The tanks and the fuel spill area were located north of the Dart Container building and over 800 feet from nearest construction. Delineation and remediation efforts were performed and IEPA issued an NFR for the site in 2010.

AE reviewed the site investigation and remediation reports for each of the properties identified above and determined that none of those sites pose a risk to soil conditions at the subject property. For that reason AE proposed testing of surplus soils for pH only and a 662 Report was determined appropriate.

AE personnel advanced Five geoprobe soil boring to a depth of ten feet along the route of water main replacement. After field screening identified a combination of gravel associated and disturbed soils to roughly five feet associated with prior water main construction and native brown clayey-silty soils with a thin gravelly sand in places. No staining, odors, or PID readings above background were identified. AE confirmed with no evidence of impacts in the field that pH testing was appropriate. The sample horizons were selected at the mid-point of the proposed construction depth in order to be most representative of the materials which will be generated. All sample handling was performed in conformance with USEPA SW-846 requirements. The samples were sent to First Environmental Laboratory, a certified laboratory who performed all testing in conformance with 35 IAC 1100. One sample at the B-2 boring location identified an elevated pH and further delineation testing was performed to the south and north of that boring location. The delineation testing at B-2N and B-2S determined the elevated pH identified at the B-2 location is an isolated condition. Sols from that portion of the project are excluded from this certification and a zone surrounding that boring will either remain in place and returned to the original excavation or will be transported off site to an MSW Landfill.

All MAC Table standards are met and soils throughout the rest of this planned construction work are cleared for use at any CCDD site located within Illinois. Attached in support of this letter



are site maps, lab data, database information and the signed 662 Form.

AE made a good faith effort to identify areas of concern associated with this project and to address them. This effort is not a blanket assurance that no contaminants are present at the site. Soil testing was performed at select locations using field judgement. The soil borings disturbed a small area of the site. Construction efforts will expose much more surface area for evaluation. And, should site conditions be identified during this construction (petroleum or solvent odor – discolored soils) AE and the receiving CCDD site should be notified immediately and construction should be discontinued until the issue is addressed.

If you have any questions or concerns about this information, please call me at (630) 772-0867.

Sincerely,



Thomas A. Enno
LPG - Environmental Consultant

- ATT 1: Site Map
- ATT 2: Executed 662 form
- ATT 3: Lab Data
- ATT 4: Database Review Files





Water Main Replacement - Beau Ridge North Soil Borings ○

Elevated pH Identified and exclusion zone established



City Of Aurora – Beau Ridge North
Soil Boring Location Map

Alpha Environmental, Inc.

Figure 1



February 11, 2025

Mr. Tom Enno
ALPHA ENVIRONMENTAL, INC.
5 Pembroke Ct.
Streamwood, IL 60107

Project ID: COA - Commons
First Environmental File ID: 25-0989
Date Received: February 07, 2025

Dear Mr. Tom Enno:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922025-14: effective 01/16/25 through 02/28/2026.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Ryan Gerrick
Project Manager



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **25-0989**

Project ID: **COA - Commons**

Date Received: **February 07, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
25-0989-001	B-1, 4.5'	2/6/2025 10:00
25-0989-002	B-2, 5'	2/6/2025 10:30
25-0989-003	B-3, 5'	2/6/2025 11:00
25-0989-004	B-4, 4.5'	2/6/2025 12:00
25-0989-005	B-5, 5'	2/6/2025 12:30

Sample Batch Comments:

Sample acceptance criteria were met.



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **25-0989**

Project ID: **COA - Commons**

Date Received: **February 07, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: COA - Commons
Sample ID: B-1, 4.5'
Sample No: 25-0989-001

Date Collected: 02/06/25
Time Collected: 10:00
Date Received: 02/07/25
Date Reported: 02/11/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 02/11/25 7:26				
	Method: 9045D			
pH @ 25°C, 1:2	7.99		Units	



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: COA - Commons
Sample ID: B-2, 5'
Sample No: 25-0989-002

Date Collected: 02/06/25
Time Collected: 10:30
Date Received: 02/07/25
Date Reported: 02/11/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 02/11/25 7:26				
	Method: 9045D			
pH @ 25°C, 1:2	9.91		Units	



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: COA - Commons
Sample ID: B-3, 5'
Sample No: 25-0989-003

Date Collected: 02/06/25
Time Collected: 11:00
Date Received: 02/07/25
Date Reported: 02/11/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 02/11/25 7:26				
	Method: 9045D			
pH @ 25°C, 1:2	8.97		Units	



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.

Date Collected: 02/06/25

Project ID: COA - Commons

Time Collected: 12:00

Sample ID: B-4, 4.5'

Date Received: 02/07/25

Sample No: 25-0989-004

Date Reported: 02/11/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 02/11/25 7:26				
	8.84		Units	



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: COA - Commons
Sample ID: B-5, 5'
Sample No: 25-0989-005

Date Collected: 02/06/25
Time Collected: 12:30
Date Received: 02/07/25
Date Reported: 02/11/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 02/11/25 7:26				
	Method: 9045D			
pH @ 25°C, 1:2	8.97		Units	



First Environmental Laboratories, Inc.

First Environmental Laboratories
 1600 Shore Road, Suite D
 Naperville, Illinois 60563
 Phone: (630) 778-1200 • Fax: (630) 778-1233
 E-mail: fristinfo@firstenv.com • www.firstenv.com
 IEPA Certification #100292

CHAIN OF CUSTODY RECORD

Company Name: Alpha Env
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ e-mail: Tom Emw
 Send Report To: Tom Emw
 Sampled By: Tom Emw

Project I.D.: COA-Comps

P.O. #: _____

Date/Time Taken	Sample Description	Matrix	Parameter(s)	Hold - Do Not Analyze	Comments	Lab I.D.
2-6 10A	B-1 4.5'	S	PH			25-0989
11 1030	B-2 5'	S				001
1 1000	B-2 5'	S				002
1 1200	B-4 4.5'	S				003
1 1030	B-5 5'	S				004
						005

FOR LAB USE ONLY:

Cooler Temperature: 0-1-6°C Yes No 2 °C
 Received within 6 hrs. of collection: _____
 Ice Present: Yes No

LAB COURIER USE ONLY:

Sample Refrigerated: Yes No
 Refrigerator Temperature: _____ °C

Notes and Special Instructions: _____

Program: TACO/SRP CCDD NPDES LUST SDWA
 *Matrix Code Key: S-Soil SL-Sludge DW-Drinking Water
 WW-Wastewater GW-Groundwater WIPE-Wipe O-Other

Relinquished By: [Signature] Date/Time: 2-7-13
 Received By: [Signature] Date/Time: 2/7/25 1037
 Relinquished By: _____ Date/Time: _____
 Received By: _____ Date/Time: _____



February 12, 2025

Mr. Tom Enno
ALPHA ENVIRONMENTAL, INC.
5 Pembroke Ct.
Streamwood, IL 60107

Project ID: COA - Commons
First Environmental File ID: 25-1064
Date Received: February 07, 2025

Dear Mr. Tom Enno:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922025-14: effective 01/16/25 through 02/28/2026.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Ryan Gerrick
Project Manager



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **25-1064**

Project ID: **COA - Commons**

Date Received: **February 07, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
25-1064-001	B-2, 5'	2/6/2025 10:30

Sample Batch Comments:

Sample acceptance criteria were met.



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **25-1064**

Project ID: **COA - Commons**

Date Received: **February 07, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: COA - Commons
Sample ID: B-2, 5'
Sample No: 25-1064-001

Date Collected: 02/06/25
Time Collected: 10:30
Date Received: 02/07/25
Date Reported: 02/12/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 02/12/25 10:28				
	9.56		Units	

Method: 9045D



First Environmental Laboratories, Inc.

First Environmental Laboratories
 1600 Shore Road, Suite D
 Naperville, Illinois 60563
 Phone: (630) 778-1200 • Fax: (630) 778-1233
 E-mail: firstinfo@firstenv.com • www.firstenv.com
 IEPA Certification #100292

CHAIN OF CUSTODY RECORD

Company Name: Alpha Env

Street Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

e-mail: _____

Send Report To: John Emms

Sampled By: John Emms

Project ID: COA-Emms

P.O. #: _____

Date/Time Taken	Sample Description	Matrix	Parameter(s)	Hold - Do Not Analyze	Comments	Lab ID
2-6 10A	B-1 4.5'	S	PH, PC, Turb, NO6, 2/11			25-09184
2-6 10A	B-1 4.5'	S			25-1064-001	001
1-15 30	B-2 1.5'	S				002
1-15 00	B-2 1.5'	S				003
1-15 00	B-2 4.5'	S				004
1-15 30	B-2 1.5'	S				005

FOR LAB USE ONLY:

Cooler Temperature: 0-1 °C Yes No 2 °C
 Received within 6 hrs. of collection: _____
 Ice Present: Yes No

LAB COURIER USE ONLY:

Sample Refrigerated: Yes No
 Refrigerator Temperature: _____ °C

Program: TACO/SRP CCDD NPDES LUST SDWA
 *Matrix Code Key: S-Soil SL-Sludge DW-Drinking Water
 WW-Wastewater GW-Groundwater WIPE-Wipe O-Other

Notes and Special Instructions: _____

Relinquished By: John Emms

Date/Time: 2-7-13

Received By: Ben Thompson

Date/Time: 2/7/25

1037

Relinquished By: _____

Date/Time: _____

Received By: _____

Date/Time: _____



February 26, 2025

Mr. Tom Enno
ALPHA ENVIRONMENTAL, INC.
5 Pembroke Ct.
Streamwood, IL 60107

Project ID: COA - Beau Ridge
First Environmental File ID: 25-1398
Date Received: February 25, 2025

Dear Mr. Tom Enno:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922025-14: effective 01/16/25 through 02/28/2026.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Ryan Gerrick
Project Manager



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **25-1398**

Project ID: **COA - Beau Ridge**

Date Received: **February 25, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
25-1398-001	B-2, S	2/25/2025 11:30
25-1398-002	B-2, N	2/25/2025 11:40

Sample Batch Comments:

Sample acceptance criteria were met.



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **25-1398**

Project ID: **COA - Beau Ridge**

Date Received: **February 25, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: COA - Beau Ridge
Sample ID: B-2, S
Sample No: 25-1398-001

Date Collected: 02/25/25
Time Collected: 11:30
Date Received: 02/25/25
Date Reported: 02/26/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 02/26/25 12:20				
	Method: 9045D			
pH @ 25°C, 1:2	7.77		Units	



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: COA - Beau Ridge
Sample ID: B-2, N
Sample No: 25-1398-002

Date Collected: 02/25/25
Time Collected: 11:40
Date Received: 02/25/25
Date Reported: 02/26/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Method: 9045D				
Analysis Date: 02/26/25 12:20				
pH @ 25°C, 1:2	7.85		Units	



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

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

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

I. Source Location Information

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

Project Name: Beau Ridge North Residential WM Replacement Office Phone Number, if available: 630-450-2928

Physical Site Location (Street, Road): Tinley, Lincolnshire, Calico, Sandy, Cambridge, Cloverdale, Hollycrest,

City: Aurora State: IL Zip Code: 60505 County: Kane

Township: Aurora

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

Latitude: 41.7906 Longitude: - 88.3333

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

Google earth

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

Approximate Start Date (mm/dd/yyyy): March 15, 2025 Approximate End Date (mm/dd/yyyy): May 1, 2026

Estimated Volume of debris (cu. Yd.): 4,000

II. Owner/Operator Information for Source Site

Site Owner

Name: _____ City of Aurora

Street Address: _____ 44 E Downers Place

PO Box: _____

City: _____ Aurora State: IL

Zip Code: 60505 Phone: 630-450-2928

Contact: _____ Nadia Schweisthal

Email, if available: _____ schwelsthaln@aurora-il.org

Site Operator

Name: _____ Pending Selection

Street Address: _____

PO Box: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Contact: _____

Email, if available: _____

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

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

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

Number of pages attached: 30

Please see attached letter, site figure, boring logs, and Database review. Alpha Environmental performed a thorough review of environmental databases, historic aerials, topo maps and City Records. It is AEs opinion that this project site is non-PIP property and this 662 form is appropriate. Five geoprobe soil borings and two hand auger borings were installed. The majority of soils to be generated from this site are approved for use as fill at a CCDD site. However due to what appears to be an naturally occurring elevated pH reading at the B-2 location soils from that area are excluded from this certification. See map showing boring locations and exclusion zone.

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

IV. Soil pH Testing Results

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

Number of pages attached: 5

Soils were tested for pH determined further testing was necessary in proximity to B-2. Delineation of the elevated pH was confirmed. The elevated pH is thought to be naturally occurring and associated with lime dust and not associated with any contaminant. Sample results demonstrate that except for that B-2 area, pH is within the limits established by the Illinois EPA.

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

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

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

Owner

Operator

Thomas A. Enno

Printed Name

Owner's Duly Authorized Representative

Operator's Duly Authorized Representative

February 28, 2025

Date

Thomas A. Enno

Signature

Location Map	Alpha Environmental, Inc.		Page <u>1</u> of <u>1</u>
	Well Number : B-1	Location : CoA -Beau Ridge N.	
	Date : 2/6/2025	Weather: Cloudy 30 deg	
	Logged By : T. Enno	Drilled By : Johnson Probing - Batavia	
	Drilling Method : Geoprobe	Sampling Method : 5' acetate sleeves	
	Granular Pack :	Seal :	

Casing type :	Diameter :	Length :	Hole Diam :
---------------	------------	----------	-------------

Screen type :	Diameter :	Length :	Elev. :
---------------	------------	----------	---------

Qp	Blows Number	Percent moisture Sample Recovery	PID (units)	Depth	Start :	End :	Well Completion
					Lithology / Remarks		
				0			
2.5		48	0	1	Asphalt to 4" then w/ minor gravel and white stone base		
				2			
				3			
				4			
				5			
1.5		60	0	6	moist - brown silty clay w/gravel		
				7			
2.5			0	8	Dry Brown gravelly silty clay top w/moisture @4'		
				9			
				10			
				11	End boring @ 10', no free water moist soils at 4 ft.		
12							
13							
14							
15							
16							
17							
18							
19							

Location Map	Alpha Environmental, Inc.		Page <u>1</u> of <u>1</u>
	Well Number : B-2	Location : CoA -Beau Ridge N.	
	Date : 2/6/2025	Weather: Cloudy 30 deg	
	Logged By : T. Enno	Drilled By : Johnson Probing - Batavia	
	Drilling Method : Geoprobe	Sampling Method : 5' acetate sleeves	
	Granular Pack :	Seal :	

Casing type :	Diameter :	Length :	Hole Diam :
---------------	------------	----------	-------------

Screen type :	Diameter :	Length :	Elev. :
---------------	------------	----------	---------

Qp	Blows Number	Percent moisture Sample Recovery	PID (units)	Depth	Start :	End :	Well Completion
					Lithology / Remarks		
				0			
2.0		48	0	1	Asphalt to 4" then w/ minor gravel and white stone base Dry Brown gravelly silty clay top w/moisture @4'		
	2						
	3						
	4						
1.5		40	0	5	moist - brown silty clay w/gravel Gravelly and sandy @7'		
	6						
	7						
	8						
	9						
				10	End boring @ 10', free water at 7'moist soils at 4 ft.		
11							
12							
13							
14							
15							
16							
17							
18							
19							

Location Map	Alpha Environmental, Inc.		Page <u>1</u> of <u>1</u>
	Well Number : B-3	Location : CoA -Beau Ridge N.	
	Date : 2/6/2025	Weather: Cloudy 30 deg	
	Logged By : T. Enno	Drilled By : Johnson Probing - Batavia	
	Drilling Method : Geoprobe	Sampling Method : 5' acetate sleeves	
	Granular Pack :	Seal :	

Casing type :	Diameter :	Length :	Hole Diam :
---------------	------------	----------	-------------

Screen type :	Diameter :	Length :	Elev. :
---------------	------------	----------	---------

Qp	Blows Number	Percent moisture Sample Recovery	PID (units)	Depth	Start :	End :	Well Completion
					Lithology / Remarks		
2.5		36	0	0	Asphalt to 4" then w/ minor gravel and white stone base		
				1			
				2	_____		
				3	Brown gravelly silty clay w/moisture @'		
				4			
2.0		44	0	5	_____		
				6	moist - brown silty clay w/gravel		
				7			
				8	Gravelly and sandy @ 6'		
				9			
				10	End boring @ 10', free water at 6		
				11			
				12			
				13			
				14			
				15			
				16			
				17			
				18			
				19			

Location Map	Alpha Environmental, Inc.		Page <u>1</u> of <u>1</u>
	Well Number : B-4		Location : CoA -Beau Ridge N.
	Date : 2/6/2025		Weather: Cloudy 30 deg
	Logged By : T. Enno		Drilled By : Johnson Probing - Batavia
	Drilling Method : Geoprobe		Sampling Method : 5' acetate sleeves
	Granular Pack :		Seal :

Casing type :	Diameter :	Length :	Hole Diam :
---------------	------------	----------	-------------

Screen type :	Diameter :	Length :	Elev. :
---------------	------------	----------	---------

Qp	Blows Number	Percent moisture Sample Recovery	PID (units)	Depth	Start :	End :	Well Completion
					Lithology / Remarks		
2.0		36	0	0	Asphalt to 4" then w/ minor gravel and white stone base		
				1			
				2	Yellow brown gravelly silty clay		
				3			
				4			
nr		4"	0	5	moist - brown silty clay w/gravel @ 5' Gravelly and sandy @ 6'		
				6			
				7			
				8			
				9			
			0	10	End boring @ 10', free water at 6'		
				11			
				12			
				13			
				14			
			0	15			
				16			
				17			
				18			
				19			

Location Map	Alpha Environmental, Inc.		Page <u>1</u> of <u>1</u>
	Well Number : B-5		Location : CoA -Beau Ridge N.
	Date : 2/6/2025		Weather: Cloudy 30 deg
	Logged By : T. Enno		Drilled By : Johnson Probing - Batavia
	Drilling Method : Geoprobe		Sampling Method : 5' acetate sleeves
	Granular Pack :		Seal :

Casing type :	Diameter :	Length :	Hole Diam :
---------------	------------	----------	-------------

Screen type :	Diameter :	Length :	Elev. :
---------------	------------	----------	---------

Qp	Blows Number	Percent moisture Sample Recovery	PID (units)	Depth	Start :	End :	Well Completion
					Lithology / Remarks		
				0	Asphalt to 4" then w/ minor gravel and white stone base		
2.0		48	0	1	Yellow brown gravelly silty clay		
	2						
	3						
	4						
	5						
2.0		48	0	6	moist - brown silty clay w/gravel @ 5'		
	7			Gravelly and sandy @ 8'			
	8						
	9						
							10
11							
12							
13							
14							
15							
16							
17							
18							
19							



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-2829

PAT QUINN, GOVERNOR

JOHN J. KIM, INTERIM DIRECTOR

(217) 782-6761

August 17, 2007

Corrected Date: January 4, 2012

CERTIFIED MAIL

7009 3410 0002 3749 2214

Cole Taylor Bank
Attn: Mr. Robert Rafson, P.E.
5601 N. Sheridan Road #21A
Chicago, IL 60660

Re: 0894076024/Kane County
Aurora/Aurora Properties
Site Remediation Program/Technical Reports
No Further Remediation Letter

Dear Mr. Rafson:

The Remedial Action Plan Completion Report (December 28, 2006/Log No.06/32172), as prepared by Rafson Engineering, Inc. for the Aurora Properties property, has been reviewed by the Illinois Environmental Protection Agency ("Illinois EPA") and demonstrates that the remedial action was completed in accordance with 35 Illinois Administrative Code Parts 740 and 742.

The Remediation Site, consisting of 2.15 acres, is located at 1650 Eastwood Drive, Aurora, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (December 27, 1999/Log No.99/2843), is Mr. Robert Rafson.

This comprehensive No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment and does not require further remediation under the Act if utilized in accordance with the terms of this Letter.

IEPA - DIVISION OF RECORDS MANAGEMENT
PCAS DE

FEB 08 2012

REVIEWER MED

PLEASE PRINT ON RECYCLED PAPER

4302 N. Main St., Rockford, IL 61103 (815)987-7760
595 S. State, Elgin, IL 60123 (847)608-3131
2125 S. First St., Champaign, IL 61820 (217)278-5800
2009 Mall St., Collinsville, IL 62234 (618)346-5120

9511 Harrison St., Des Plaines, IL 60016 (847)294-4000
5407 N. University St., Arbor 113, Peoria, IL 61614 (309)693-5462
2309 W. Main St., Suite 116, Marion, IL 62959 (618)993-7200
00 W. Randolph, Suite 11-300, Chicago, IL 60601 (312)814-6026

Conditions and Terms of Approval

Level of Remediation and Land Use Limitations

- 1) The recognized environmental conditions, as characterized by the focused site investigation, consist of the following:
- 2) The Remediation Site is restricted to Industrial/Commercial land use.
- 3) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

- 4) The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Institutional Controls:

- 5) The City of Aurora agrees through the use of a highway authority agreement, Resolution Number R06-492, to allow contaminated groundwater to remain beneath its highway right-of-way. The highway owner also agrees that the contaminated groundwater shall not be utilized as a potable or other domestic supply water.
- 6) No person shall construct, install, maintain, or operate a well at the Remediation Site. All water supplies and water services for the Remediation Site must be obtained from a public water supply system. The provisions of this institutional control shall be applicable to all water usage (e.g., domestic, industrial/commercial uses and outdoor watering).

Other Terms

- 7) Areas outside the Remediation Site boundaries or specific engineered barrier locations, as shown in the Site Base Map, are not subject to any other institutional or engineered barrier controls.
- 8) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.

9) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Bureau of Land-#24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

10) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:

- a) Any violation of institutional controls or the designated land use restrictions;
- b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
- c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
- d) The failure to comply with the recording requirements for this Letter;
- e) Obtaining the Letter by fraud or misrepresentation;
- f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
- g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
- h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.

11) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:

- a) Mr. Robert Rafson;
- b) The owner and operator of the Remediation Site;
- c) Any parent corporation or subsidiary of the owner of the Remediation Site;

- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
 - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
 - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
 - g) Any successor-in-interest of the owner of the Remediation Site;
 - h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
 - i) Any heir or devisee of the owner of the Remediation Site;
 - j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
 - k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 12) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Kane County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Kane County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Aurora Properties property.
- 13) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Kane County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

14) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Aurora Properties property, you may contact the Illinois EPA project manager, Rhett M. Rossi at 217-782-6761.

Sincerely,



Joyce L. Munie, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Table A: Regulated Substances of Concern
Property Owner Certification of No Further Remediation Letter under the Site
Remediation Program Form

bcc: Records Unit
Bob O'Hara
Sherri Oxencis
Rick Lucas

PREPARED BY:

Name: Robert Rafson
Cole Taylor Bank as Trustee of Trust # 97-7598

Address: 5601 N. Sheridan Road, #21A
Chicago, IL 60660

RETURN TO:

Name: Robert Rafson
Cole Taylor Bank as Trustee of Trust # 97-7598

Address: 5601 N. Sheridan Road, #21A
Chicago, IL 60660

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Kane County.

Illinois State EPA Number: 0890050014

Robert Rafson, the Remediation Applicant, whose address is 5601 N. Sheridan Road, #21A, Chicago, IL 60660 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries: THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 35 IN STONER INDUSTRIAL PARK, UNIT NO. 1; THENCE SOUTH 89 DEGREES 11 MINUTES 52 SECONDS WEST 470.00 FEET ALONG THE NORTH LINE OF SAID LOT 35 AND SAID NORTH LINE EXTENDED WESTERLY; THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 200.02 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 52 SECONDS EAST 470.00 FEET TO THE SOUTHWEST CORNER OF LOT 38 IN SAID STONER INDUSTRIAL PARK, UNIT NO. 1; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST 200.02 FEET ALONG THE EAST LINE OF SAID STONER INDUSTRIAL PARK, UNIT NO. 1, TO SAID POINT OF BEGINNING.
2. Common Address: 1650 Eastwood Drive, Aurora, IL
3. Real Estate Tax Index/Parcel Index Number: 15-09-151-001
4. Remediation Site Owner: Robert Rafson
5. Land Use: Industrial/Commercial

..6. Site Investigation: Comprehensive

See NFR letter for other terms.

Site Base Map
0894076024 – Kane County
Aurora/Aurora Properties
Site Remediation Program

Remediation Boundary

Area for Highway
Authority Agreement

470 Feet

54 Feet

SITE PROPERTY

200 feet

Remediation Boundary

720 Feet

Eastwood Drive

Sullivan Road



MPE Project Name: Aurora Properties	MPE Project Number: M001221	MPE File Name: Site Base Map.dwg	Date: 7/25/07	Approximate Scale: 1" = 80'
----------------------------------------	--------------------------------	-------------------------------------	------------------	--------------------------------

Notice to Remediation Applicant

Please follow these instructions when filing the NFR letter with the County Recorder's Office

Instructions for Filing the NFR Letter

The following documents must be filed:

- A. Body of the NFR Letter (contains appropriate terms and conditions, tables, etc.)
- B. Attachments to NFR letter
 - Illinois EPA Site Remediation Program Environmental Notice (Legal Description and PIN of property)
 - Maps of the site
 - Table A: Regulated Substances of Concern (if applicable.)
 - Property Owner Certification
- C. A copy of the ordinance, if applicable, used to address groundwater contamination

1. Place the Illinois EPA Site Remediation Program Environmental Notice on top of the NFR prior to giving it to the Recorder.
2. If you are not the owner (record title holder) of the property on the date of filing of this NFR, you must attach a **completed** owner's certification form signed by the owner of the property at the time of filing (e.g., if the property recently sold, the new owner must sign).
3. If any of the terms and conditions of the NFR letter references a groundwater ordinance, you must record a copy of the groundwater ordinance with the NFR letter.
4. If any of the terms and conditions of the NFR letter references a highway agreement, you must record the highway agreement if specifically required by the municipality granting the agreement.
5. Within thirty (30) days of this NFR Letter being recorded by the Office of the Recorder of the County in which the property is located, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

6. **Remove this page from the NFR letter, prior to recording.**

If you have any questions call (217) 782-6761 and speak with the "project manager on-call" in the Site Remediation Program.

**PROPERTY OWNER CERTIFICATION OF THE NFR LETTER
UNDER THE SITE REMEDIATION PROGRAM**

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information	
Owner's Name: _____	
Title: _____	
Company: _____	
Street Address: _____	
City: _____	State: _____ Zip Code: _____ Phone: _____
Site Information	
Site Name: _____	
Site Address: _____	
City: _____	State: _____ Zip Code: _____ County: _____
Illinois inventory identification number: _____	
Real Estate Tax Index/Parcel Index No. _____	
I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.	
Owner's Signature: _____	Date: _____
SUBSCRIBED AND SWORN TO BEFORE ME	
this _____ day of _____, 20__	
_____ Notary Public	

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

0894076024 - RPIMS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. #24
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

**Cole Taylor Bank
Attn: Mr. Robert Rafson, P.E.
5601 N. Sheridan Road #21A
Chicago, IL 60660**

2. Article Number
(Transfer from service label)

7009 3410 0002 3749 2214

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

UNITED STATES POSTAL SERVICE



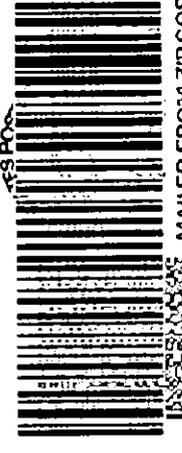
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

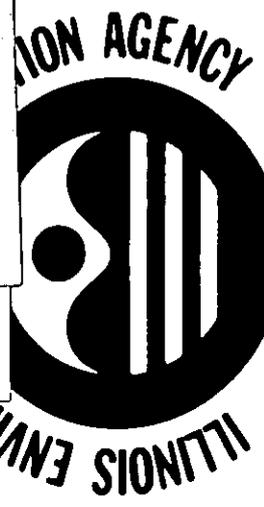
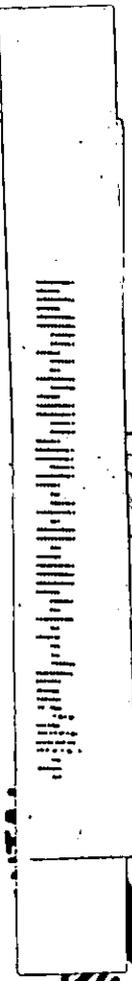
**Illinois Environmental
Protection Agency**
P.O. BOX 19276 MAIL CODE #
SPRINGFIELD, IL 62794-9276

24

CERTIFIED MAIL™



7009 3410 0002 3749 2214



1021 North Grand Avenue, East
P.O. Box 19276
Springfield, IL 62794-9276

ANK

Cole Taylor Bank
Attn: Mr. Robert Rafson, P.E.
5601 N. Sheridan Road #21A
Chicago, IL 60660

NIXIE 3043 1 33 01/29/12

RETURN TO SENDER
ATTEMPTED-NOT KNOWN
UNABLE TO FORWARD
RETURN TO SENDER





DART CONTAINER CORPORATION

MASON, MICHIGAN 48854 • TELEPHONE (517) 676-3803 • LEGAL DEPT. FAX (517) 244-2631

S. STANLEY GILHOOL
Corporate Counsel

January 26, 2010

Sent Via Federal Express
Tracking # 7983 3436 5309

Illinois Environmental Protection Agency
Bureau of Land - # 24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
Springfield, Illinois 62702jer

RECORDED
NFR

**Re: LPC #0890605006 – Kane County
North Aurora/Dart Container Corporation
310 South Evergreen Road
Leaking UST Incident No. 920287 – NFR Letter
Leaking UST Technical File**

RECEIVED
JAN 27 2010
IEPA/BOL

To Whom It May Concern:

Enclosed please find an original Leaking Underground Storage Tank Environmental Notice, which has been duly recorded with the Kane County Office of the Recorder. In accord with your express instructions we now return the recorded document for your files.

Should you have any questions, do not hesitate to contact me.

Sincerely,

DART CONTAINER CORPORATION OF ILLINOIS

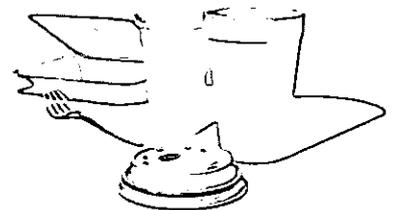
RELEASABLE S. Stanley Gilhool

Enclosure

JAN 28 2010

REVIEWER MD

Michigan • Pennsylvania • Illinois • Georgia • California • Florida •
Washington • Texas • Kentucky • Mississippi • North Carolina •
Canada • Mexico • United Kingdom • Australia • Argentina





PREPARED BY:

2010K003712

Name: Dart Container Corporation

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

Address: 310 South Evergreen Road
North Aurora, IL 60542

RECORDED: 1/15/2010 1:52 PM
REC FEE: 30.00 RHSPS FEE: 10.00
PAGES: 9

RETURN TO:

Name: Dart Container Corporation

Address: 500 Hogsback Road
Mason, Michigan 48854

(THE ABOVE SPACE FOR RECORDER'S OFFICE)

LEAKING UNDERGROUND STORAGE TANK ENVIRONMENTAL NOTICE

THE OWNER AND/OR OPERATOR OF THE LEAKING UNDERGROUND STORAGE TANK SYSTEM(S) ASSOCIATED WITH THE RELEASE REFERENCED BELOW, WITHIN 45 DAYS OF RECEIVING THE NO FURTHER REMEDIATION LETTER CONTAINING THIS NOTICE, MUST SUBMIT THIS NOTICE AND THE REMAINDER OF THE NO FURTHER REMEDIATION LETTER TO THE OFFICE OF THE RECORDER OR REGISTRAR OF TITLES OF KANE COUNTY IN WHICH THE SITE DESCRIBED BELOW IS LOCATED.

RECEIVED

Illinois EPA Number: 0890605006
LUST Incident No.: 920287

JAN 27 2010

Dart Container Corporation, the owner and/or operator of the leaking underground storage tank system(s) associated with the above-referenced incident, whose address is 500 Hogsback Road, Mason, Michigan has performed investigative and/or remedial activities for the site identified as follows and depicted on the attached Site Base Map:

EPA/BOL

1. Legal Description or Reference to a Plat Showing the Boundaries: See Attachment
2. Common Address: 310 South Evergreen Road
3. Real Estate Tax Index/Parcel Index Number: Parcel A 15-09-101-008 & 15-09-101-009; Parcel C 15-08-235-004 & 15-09-101-013
4. Site Owner: Dart Container Corporation of Illinois, a Michigan corporation
5. Land Use Limitation: The groundwater under the site shall not be used as a potable water supply
6. See the attached No Further Remediation Letter for other terms.

STP

RELEASABLE

JAN 28 2010

REVIEWER MD

9

40



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 • (217) 782-2829
James R. Thompson Center, 100 West Randolph, Suite 11-300, Chicago, IL 60601 • (312) 814-6026

PAT QUINN, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

217/782-6762

CERTIFIED MAIL

JAN 08 2010

7007 2560 0003 2089 4771

Dart Container Corporation
Attn: Harry J. Kopp
500 Hogsback Road
Mason, Michigan 48854

Re: LPC #0890605006 – Kane County
North Aurora/Dart Container Corporation
310 South Evergreen Road
Leaking UST Incident No. 920287 -- NFR Letter
Leaking UST Technical File

Dear Mr. Kopp:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the 45 Day Report/Corrective Action Completion Report submitted for the above-referenced incident. This information is dated November 12, 2009 and was received by the Illinois EPA on November 13, 2009. Citations in this letter are from 35 Illinois Administrative Code (35 Ill. Adm. Code).

The Corrective Action Completion Report and the Professional Engineer Certification submitted pursuant to 35 Ill. Adm. Code 731 indicate remediation has been successfully completed.

Based upon the certification by Harry J. Kopp, a Licensed Professional Engineer, and based upon other information in the Illinois EPA's possession, your request for a no further remediation determination is granted under the conditions and terms specified in this letter.

Issuance of this No Further Remediation Letter (Letter), based on the certification of the Licensed Professional Engineer, signifies that: (1) all statutory and regulatory corrective action requirements applicable to the occurrence have been complied with; (2) all corrective action concerning the remediation of the occurrence has been completed; and (3) no further corrective action concerning the occurrence is necessary for the protection of human health, safety, and the environment. This Letter shall apply in favor of the following parties:

1. Dart Container Corporation, the owner or operator of the underground storage tank system(s).

Rockford • 4302 N. Main St., Rockford, IL 61103 • (815) 987-7760

Elgin • 595 S. State, Elgin, IL 60123 • (847) 608-3131

Bureau of Land – Peoria • 7620 N. University St., Peoria, IL 61614 • (309) 693-5462

Collinsville • 2009 Mall Street, Collinsville, IL 62234 • (618) 346-5120

Des Plaines • 9511 W. Harrison St., Des Plaines, IL 60016 • (847) 294-4000

Peoria • 5415 N. University St., Peoria, IL 61614 • (309) 693-5463

Champaign • 2125 S. First St., Champaign, IL 61820 • (217) 278-5800

Marion • 2309 W. Main St., Suite 116, Marion, IL 62959 • (618) 993-7200

2. Any parent corporation or subsidiary of such owner or operator.
3. Any co-owner or co-operator, either by joint tenancy, right-of-survivorship, or any other party sharing a legal relationship with the owner or operator to whom the Letter is issued.
4. Any holder of a beneficial interest of a land trust or inter vivos trust whether revocable or irrevocable.
5. Any mortgagee or trustee of a deed of trust of such owner or operator.
6. Any successor-in-interest of such owner or operator.
7. Any transferee of such owner or operator whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest.
8. Any heir or devisee of such owner or operator.
9. An owner of a parcel of real property to the extent that this Letter applies to the occurrence on that parcel.

This Letter and all attachments, including but not limited to the Leaking Underground Storage Tank Environmental Notice, must be filed within 45 days of receipt as a single instrument with the Office of the Recorder or Registrar of Titles in the county in which the above-referenced site is located. This Letter shall not be effective until officially recorded by the Office of the Recorder or Registrar of Titles of the applicable county in accordance with Illinois law so it forms a permanent part of the chain of title for the above-referenced property. Within 30 days of this Letter being recorded, an accurate and official copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA. For recording purposes, it is recommended that the Leaking Underground Storage Tank Environmental Notice of this Letter be the first page of the instrument filed.

CONDITIONS AND TERMS OF APPROVAL

LEVEL OF REMEDIATION AND LAND USE LIMITATIONS

1. The remediation objectives for the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, were established in accordance with the requirements of the Tiered Approach to Corrective Action Objectives (35 Ill. Adm. Code 742) rules.

2. As a result of the release from the underground storage tank system(s) associated with the above-referenced incident, the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter, shall not be used in a manner inconsistent with the following land use limitation: The groundwater under the site shall not be used as a potable water supply.
3. The land use limitation specified in this Letter may be revised if:
 - a. Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b. A new No Further Remediation Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

PREVENTIVE, ENGINEERING, AND INSTITUTIONAL CONTROLS

4. **Preventive:** Prior to commencement of any future excavation and/or construction in or near the contaminated zone of the remediation site, a safety plan for this remediation site is required that is consistent with National Institute for Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities; Occupational Safety and Health Administration regulations, particularly in 29 CFR 1910 and 1926; state and local regulations; and other U.S. EPA guidance as provided. At a minimum, the plan should address possible worker exposure if any future excavation and construction activities occur within the contaminated soil.

The groundwater under the site described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter shall not be used as a potable supply of water. No person shall construct, install, maintain, or utilize a potable water supply well. In accordance with Section 3.65 of the Act, "potable" means generally fit for human consumption in accordance with accepted water supply principles and practices.

Engineering: None.

Institutional: This Letter shall be recorded as a permanent part of the chain of title for the above-referenced site, more particularly described in the attached Leaking Underground Storage Tank Environmental Notice of this Letter.

5. Failure to establish, operate, and maintain controls in full compliance with the Act, applicable regulations, and the approved Corrective Action Plan may, if applicable, result in voidance of this Letter.

OTHER TERMS

6. Any contaminated soil or groundwater removed or excavated from, or disturbed at, the above-referenced site, more particularly described in the Leaking Underground Storage Tank Environmental Notice of this Letter, must be handled in accordance with all applicable laws and regulations under 35 Ill. Adm. Code Subtitle G.
7. Further information regarding the above-referenced site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attention: Freedom of Information Act Officer
Bureau of Land - #24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

8. Should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the owner or operator of the leaking underground storage tank(s) associated with the above-referenced incident and the current title holder of the real estate on which the tanks were located, at their last known addresses. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of the voidance. Specific acts or omissions that may result in the voidance of this Letter include, but shall not be limited to:
 - a. Any violation of institutional controls or industrial/commercial land use restrictions;
 - b. The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c. The disturbance or removal of contamination that has been left in place in accordance with the Corrective Action Plan or Completion Report;
 - d. The failure to comply with the recording requirements for the Letter;
 - e. Obtaining the Letter by fraud or misrepresentation; or

- f. Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment.

Submit an accurate and official copy of this Letter, as recorded, to:

Illinois Environmental Protection Agency
Bureau of Land - #24
Leaking Underground Storage Tank Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

6 22x02

If you have any questions or need further assistance, please contact the Illinois EPA project manager, Steve Putrich, at 217-782-6762.

Sincerely,



Michael T. Lowder
Unit Manager
Leaking Underground Storage Tank Section
Division of Remediation Management
Bureau of Land

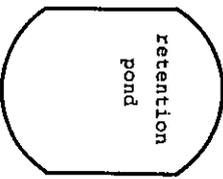
MTL:STP:stp\

Attachments: Leaking Underground Storage Tank Environmental Notice
Site Base Map
Legal Description

c: BOL File

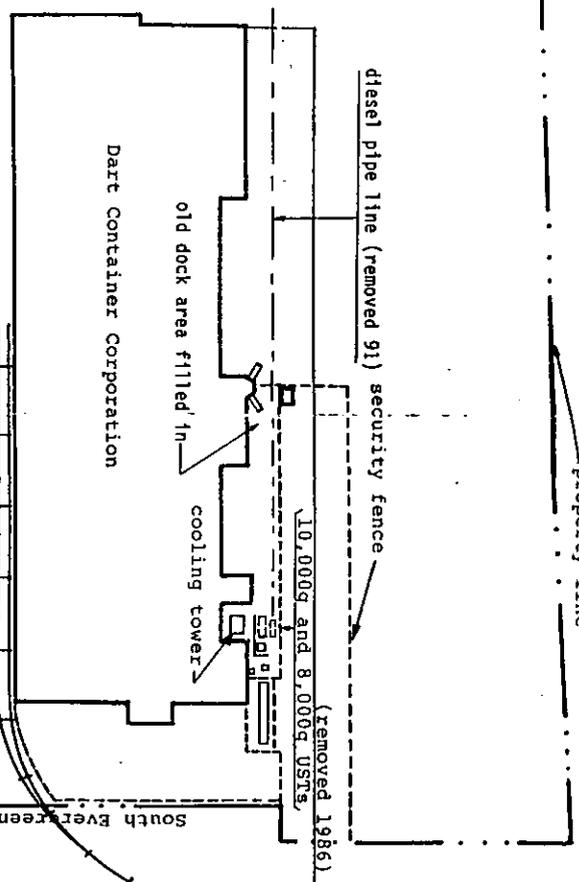


grassy area, former Aurora Airways Airport field



retention pond

Above Ground Storage Tank



Dart Container Corporation

old dock area filled in

cooling tower

diesel pipe line (removed 91) security fence

10,000g and 8,000g USTs (removed 1986)

railroad siding

South Evergreen Street

Illinois East-West Tollway

property line

SITE PLAN

IEMA # 920287

SCALE: 1"=214'

APPROVED BY:

DRAWN BY TUG

DATE: July 1992

REVISED

Dart Container Corporation of Illinois
310 South Evergreen North Aurora, Illinois 60542

Total Environmental Services, Inc.

DRAWING NUMBER

William T. Sheahan Title Company

An Insurance Agency

An Agency For

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date April 28, 2006 at 8:00 a.m.

Case No. WS07876

2. Policy or policies to be issued:

(a)

- ALTA Owner's Policy
 MI Residential Title Insurance Policy
Proposed Insured:

Amount \$ _____

(b) ALTA Loan Policy
Proposed Insured:

Amount \$ 10,933,000.00

A lender to determined, its successors and/or assigns as their interests may appear

(c)

Proposed Insured:

Amount \$ _____

3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

Dart Container Corporation of Illinois, a Michigan corporation

4. The land referred to in this Commitment is situated in the Township of Aurora and Village of North Aurora, County of Kane, State of Illinois, and described as follows:

RECEIVED

DEC 14 2009

IEPA/BOL

PARCEL A:

That part of the Northwest 1/4 of Section 9, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Unit Number 4, Beau Ridge, Aurora, Kane County, Illinois; thence North 0 degrees 16 minutes West along the Easterly line of said Unit Number 4, extended Northerly, 500.28 feet; thence South 89 degrees 23 minutes 23 seconds West 1579.63 feet; thence South 0 degrees 06 minutes West 497.26 feet to a point on the Northerly line extended Westerly of Unit Number 5, Beau Ridge, Aurora, Kane County, Illinois; thence North 89 degrees 30 minutes East along said Northerly line extended Westerly and along the Northerly line of said Unit Number 5 and along the Northerly line of the aforesaid Unit Number 4, 1582.80 feet to the point of beginning, in the Township of Aurora, Kane County, Illinois.

Sch. A - ALTA Commitment (MI)

William T. Sheahan Title Company
An Insurance Agency

525 East Big Beaver Road, Suite 110 • Troy, Michigan 48083 • Phone: (248) 528-8030 • Fax: (248) 528-8039

Schedule A
(continued)

PARCEL B:

Easements for ingress and egress and for utilities and for railroad spur track created by agreement recorded October 13, 1967 in Book 2421, Page 113, as Document 1099874, made by Peter L. Julius and wife to William F. Dart and William A. Dart for the benefit of Parcel A, said easements for ingress and egress and utilities being over all of the following described property and the said spur track easement being over the Southerly 125 feet of the Northerly 500 feet of the following described property: That part of the West 1/2 of Section 9, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of the Northwest 1/4 of said Section 9; thence running North along the Westerly line of said Northwest 1/4, 21.25 chains to the South line of the North 18.75 chains of said Northwest 1/4; thence running East along said South line, 2566.50 feet to the Westerly right of way line of the Chicago, Burlington and Quincy Railroad for a point of beginning; thence running Southwardly along said Westerly line forming a deflection angle of 90 degrees 14 minutes to the right, 1357.00 feet to the Northerly line of Sullivan Road; thence running Westerly along said Northerly line forming a deflection angle of 89 degrees 28 minutes to the right, 66.00 feet; thence running Northwardly along a line forming a deflection angle of 90 degrees 32 minutes to the right 1858.00 feet; thence running East 66.00 feet to the Westerly right of way line of the Chicago, Burlington and Quincy Railroad; thence running Southwardly along said Westerly line forming a deflection angle of 90 degrees 14 minutes to the right, to the point of beginning, in the Township of Aurora, Kane County, Illinois.

PARCEL C:

That part of the Northeast 1/4 of Section 8 and part of the Northwest 1/4 of Section 9, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Northwest 1/4; thence West along the North line of said quarter 81.50 feet to the West line of the right of way of the Chicago, Burlington and Quincy Railroad Company; thence Southerly along said West line 241.90 feet to the Southerly line of a tract retained by the Illinois State Toll Highway Commission for the point of beginning; thence Westerly along the Southerly line of said tract 3242.35 feet to the East line of Exposition View, Town of Aurora, Kane County, Illinois; thence South 0 degrees 06 minutes 42 seconds West along said East line 977.26 feet to a line drawn parallel with and 1254.00 feet South 0 degrees 06 minutes 42 seconds West of the North line of said Northeast 1/4; thence North 89 degrees 21 minutes 42 seconds East along said parallel line 662.20 feet to the East line of said Northeast 1/4; thence North 0 degrees 06 minutes 42 seconds East along said East line 16.50 feet to the North line extended West of Unit No. 5, Beau Ridge, Aurora, Kane County, Illinois; thence North 89 degrees 30 minutes 00 seconds East along said North line extended 936.96 feet to the Southwest corner of a tract conveyed to William F. Dart and William A. Dart by deed recorded October 13, 1967 as Document 1099873; thence North 0 degrees 06 minutes 00 seconds East along the West line of said tract 497.26 feet to the Northwest corner of said tract; thence North 89 degrees 23 minutes 23 seconds East along the North line and North line extended of said tract 1645.63 feet to the West line of said railroad right of way; thence North 0 degrees 16 minutes 00 seconds West along said right of way line 495.19 feet to the point of beginning, in the Village of North Aurora, Kane County, Illinois.

RECEIVED
DEC 14 2009
IEPA/BOL

Commitment No. WS07876
Schedule A - continued

Sch. A - ALTA Commitment (MI)

William T. Sheahan Title Company
an Insurance Agency

525 East Big Beaver Road, Suite 110 • Troy, Michigan 48083 • Phone: (248) 528-8030 • Fax: (248) 528-8039

9

PREPARED BY:

05-26697

Name: Robert Bilstrom
Eastwood Metal Products

2005K116908

SANDY WEGMAN
RECORDER
KANE COUNTY, IL

Address: 1709 Eastwood Drive
Aurora, Illinois 60506

RECORDED ON
09/29/2005 02:46PM

REC FEE: 30.00
RHSPS FEE: 10.00
PAGES: 9

RETURN TO:

RECEIVED

0894075060
Eastwood Metal
Products
SR/tech

Name: *RB* Robert Bilstrom
Eastwood Metal Products

OCT 05 2005

IEPA/BOL

Address: 1709 Eastwood Drive
Aurora, Illinois 60506

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Kane County.

Illinois State EPA Number: 0894075060

Eastwood Metal Products, the Remediation Applicant, whose address is 1709 Eastwood Drive, Aurora, Illinois 60506 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries:

LOTS 2, 3, AND 4 IN BLOCK 1 OF LANDMARK INDUSTRIAL PARK, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

2. Common Address: 1709 Eastwood Drive, Aurora, , IL

3. Real Estate Tax Index/Parcel Index Number(s): 15-09-152-015-0000
15-09-152-016-0000
15-09-152-017-0000

4. Remediation Site Owner: Eastwood Metal Products

5. Land Use: Industrial/Commercial

6. Site Investigation: Focused

See NFR letter for other terms.

RELEASABLE

OCT 07 2005

REVIEWER MD

9

40
1



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397

JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

(217) 782-6761

September 13, 2005

CERTIFIED MAIL

7004 2510 0001 8650 4546

Eastwood Metal Products
Attn: Robert Bilstrom
2240 Tanglewood Drive
Aurora, Illinois 60506

Re: 0894075060- Kane County
Aurora/Eastwood Metal Products
Site Remediation Program/Technical Reports
No Further Remediation Letter

Dear Mr. Bilstrom:

The *Remedial Action Completion Report/Remediation Objectives Report/Remedial Action Plan* (dated December 29, 2004/Log No. 05-23212), as prepared by Environmental Waste Services, Inc. for the Eastwood Metal Products property, has been reviewed by the Illinois Environmental Protection Agency ("Illinois EPA"). The approved remediation objectives at the Site are equal to or are above the existing levels of regulated substances and the above-referenced report shall serve as the approved Remedial Action Completion Report.

The Remediation Site, consisting of 3.5 acres, is located at 1709 Eastwood Drive, Aurora, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (received January 6, 2004/Log No. 04-18422), is Eastwood Metal Products.

This focused No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment for the specified recognized environmental conditions so long as the Site is utilized in accordance with the terms of this Letter.

ROCKFORD - 4302 North Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000
ELGIN - 595 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA - 5415 N. University St., Peoria, IL 61614 - (309) 693-5463
BUREAU OF LAND - PEORIA - 7620 N. University St., Peoria, IL 61614 - (309) 693-5462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800
SPRINGFIELD - 4500 S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892 • COLLINSVILLE - 2009 Mall Street, Collinsville, IL 62234 - (618) 346-5120
MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200

Conditions and Terms of Approval

Level of Remediation and Land Use Limitations

- 1) The recognized environmental conditions, as characterized by the focused site investigation, consist of the following:
 - a) Regulated substances of concern that have been successfully addressed are detailed in the attached Table A.
- 2) The Remediation Site is limited to Industrial/Commercial land use.
- 3) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

- 4) The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Preventive Controls:

- 5) At a minimum, a safety plan should be developed to address possible worker exposure in the event that any future excavation and construction activities may occur within the contaminated soil. Any excavation within the contaminated soil will require implementation of a safety plan consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulations (particularly in 29 CFR 1910 and 1926), state and local regulations, and other USEPA guidance. Any contaminated soil excavated from the site must be returned to the same depth from which it was excavated or properly managed or disposed in accordance with applicable state and federal regulations.

Institutional Controls:

- 6) No person shall construct, install, maintain, or operate a well at the Remediation Site. All water supplies and water services for the Remediation Site must be obtained from a public water supply system. The provisions of this institutional control shall be applicable to all water usage (e.g., domestic, industrial/commercial uses and outdoor watering).

Other Terms

- 7) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification,

by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.

- 8) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Bureau of Land-#24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

- 9) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance, explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:
- a) Any violation of institutional controls or the designated land use restrictions;
 - b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
 - c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
 - d) The failure to comply with the recording requirements for this Letter;
 - e) Obtaining the Letter by fraud or misrepresentation;
 - f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
 - g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
 - h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.

10) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:

- a) Eastwood Metal Products;
- b) The owner and operator of the Remediation Site;
- c) Any parent corporation or subsidiary of the owner of the Remediation Site;
- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
- e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
- f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
- g) Any successor-in-interest of the owner of the Remediation Site;
- h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
- i) Any heir or devisee of the owner of the Remediation Site;
- j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
- k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.

11) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Kane County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Kane County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Eastwood Metal Products property.

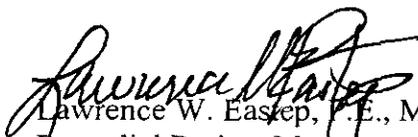
12) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Kane County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

13) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Eastwood Metal Products property, you may contact the Illinois EPA project manager, Scott Hacke at 217/524-3267.

Sincerely,



Lawrence W. Eastep, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

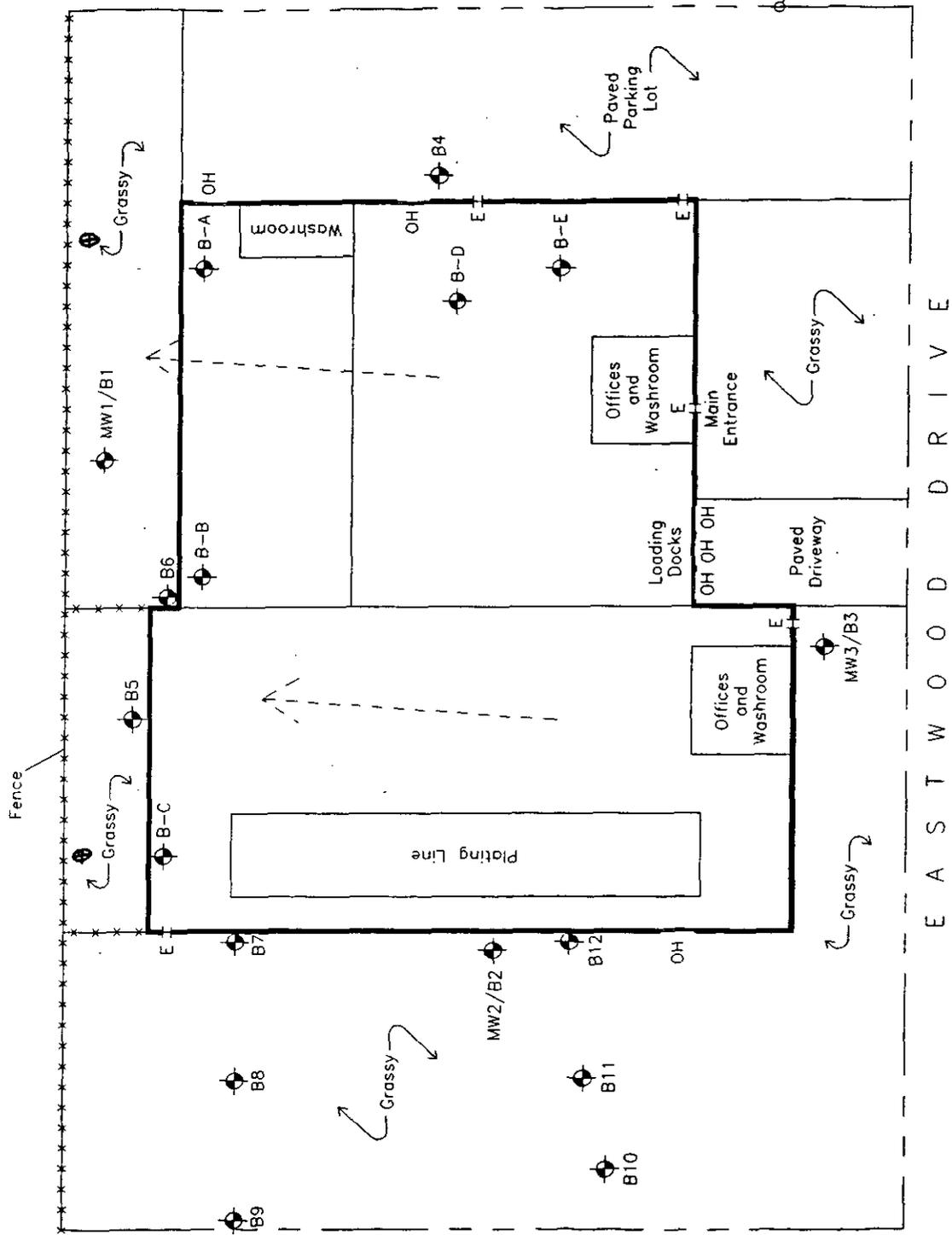
Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Table A: Regulated Substances of Concern
Property Owner Certification of No Further Remediation Letter under the Site
Remediation Program Form

cc: Joe Licari
Environmental Waste Services, Inc.
43 W 540C Main Street Road
Elburn, Illinois 60193

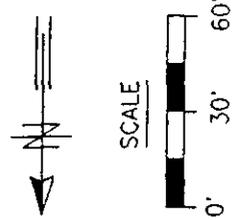
Henry Adamiak, P.E.
RemTech
249 South Bennett Lane
Des Plaines, Illinois 60016

bcc: Records Unit
Bob O'Hara
Sherri Oxencis
Rick Lucas

Site Base Map
0894075060 -- Kane County
Aurora/Eastwood Metal Products
Site Remediation Program



Remediation Site Boundary



- OH Overhead Door
- E Entrance Door
- MW Location of Monitoring Well
- B Location of Soil Boring
- - - -> Approximate Groundwater Flow Direction

BORING AND MONITORING WELL LOCATION PLAN

Property at
 1709 Eastwood Drive
 Aurora, Illinois 60506

**PROPERTY OWNER CERTIFICATION OF THE NFR LETTER
UNDER THE SITE REMEDIATION PROGRAM**

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information	
Owner's Name: <u>ROBERT W. BILSTROM</u>	
Title: <u>OWNER</u>	
Company: _____	
Street Address: <u>2240 TANGLEWOOD DR.</u>	
City: <u>AURORA</u> State: <u>IL</u> Zip Code: <u>60506</u> Phone: <u>630 897-3364</u>	
Site Information	
Site Name: <u>EASTWOOD METAL PRODUCTS</u>	
Site Address: <u>1709 EASTWOOD DR</u>	
City: <u>AURORA</u> State: <u>IL</u> Zip Code: <u>60506</u> County: <u>KANE</u>	
Illinois inventory identification number: <u>0894075060</u>	
Real Estate Tax Index/Parcel Index No. <u>15-09-152-015-0000</u> , <u>15-09-152-016-0000</u> + <u>15-09-122-017-0000</u>	
I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.	
Owner's Signature: <u>[Signature]</u>	Date: <u>9/29/05</u>
SUBSCRIBED AND SWORN TO BEFORE ME this <u>29th</u> day of <u>Sept.</u> , 20 <u>05</u>	
<u>[Signature]</u> Notary Public	

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

SITE REMEDIATION PROGRAM
TABLE A: REGULATED SUBSTANCES OF CONCERN
0894075060- EASTWOOD METAL PRODUCTS

Metals

<u>CAS No.</u>	<u>Chemical Name</u>
7440-47-3	Chromium (Total)
7440-02-0	Nickel

08-36477

LAW OFFICES

DEUTSCH, LEVY & ENGEL

CHARTERED
SUITE 1700

225 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60606

(312) 346-1460

January 18, 2008

0890050014
Lehto-Vend
Corp SR/tech
E-mail: lawyers@dlec.com
Website: www.dlec.com
FACSIMILE: (312) 346-1859

COUNSEL
PAUL M. LEVY
MARSHALL D. KROLOCK

Emily N. Masalski
Direct Line: (312)853-8447
Direct Fax: (312)346-1859
e-mail: masalski@dlec.com

EARL A. DEUTSCH
TERRY L. ENGEL
FRANK R. COHEN
JERRY I. RUDMAN
MICHAEL J. DEVINE
STUART BERKS
KENNETH W. FUNK
PHILLIP J. ZISOOK
ALVIN J. HELFGOT
JOEL A. STEIN
DENNIS E. FRISBY
BRIAN D. SAUCIER
JAMES E. O'HALLORAN
AARON B. ZARKOWSKY
LEO G. AUBEL
KAREN KAVANAGH MACK
JEFFREY E. SCHILLER
JEFFREY B. HORWITZ
DAVID J. BEN-DOV
LEE E. FARBMAN
MAUREEN C. DUFFY
HOLLACE C. MURPHY
PHILLIP J. SALERNO, II
EMILY N. MASALSKI
JENNIFER ROJAS

Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

Re: No Further Remediation Letter ("NFR Letter")
911 Sullivan Road, Aurora, Illinois

Dear Mr. O'Hara:

Enclosed please find a certified copy of the recently recorded No Further Remediation Letter for the property located at 911 Sullivan Road, Aurora, Illinois. If you have any questions or comments, please feel free to contact my office.

Very truly yours,

DEUTSCH, LEVY & ENGEL, CHARTERED
Emily N. Masalski
Emily N. Masalski

ENM/brd
Enclosures

cc: George Bennett
Alvin J. Helfgot, Esq.

**RECORDED
NFR**

RELEASABLE

JAN 24 2008

REVIEWER MD

RECEIVED

JAN 22 2008

IEPA/BOL

PREPARED BY:



Name: Robert Rafson
Cole Taylor Bank as Trustee of Trust # 97-7598

Address: 5601 N. Sheridan Road, #21A
Chicago, IL 60660

2008K003793

SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 1/15/2008 2:07 PM
REC FEE: 61.00 RHSPS FEE: 10.00
PAGES: 40

COPY

RECORDED
NFR

RETURN TO:

Name: Robert Rafson
Cole Taylor Bank as Trustee of Trust # 97-7598

Address: 5601 N. Sheridan Road, #21A
Chicago, IL 60660

THE ABOVE SPACE FOR RECORDER'S OFFICE

This Environmental No Further Remediation Letter must be submitted by the remediation applicant within 45 days of its receipt, to the Office of the Recorder of Kane County.

Illinois State EPA Number: 0890050014

Cole Taylor Bank, the Remediation Applicant, whose address is 5601 N. Sheridan Road, #21A, Chicago, IL 60660 has performed investigative and/or remedial activities for the remediation site depicted on the attached Site Base Map and identified by the following:

1. Legal description or Reference to a Plat Showing the Boundaries: THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 35 IN STONER INDUSTRIAL PARK, UNIT NO. 1; THENCE SOUTH 89 DEGREES 11 MINUTES 52 SECONDS WEST 470.00 FEET ALONG THE NORTH LINE OF SAID LOT 35 AND SAID NORTH LINE EXTENDED WESTERLY; THENCE SOUTH 00 DEGREES 06 MINUTES 00 SECONDS WEST 200.02 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 52 SECONDS EAST 470.00 FEET TO THE SOUTHWEST CORNER OF LOT 38 IN SAID STONER INDUSTRIAL PARK, UNIT NO. 1; THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST 200.02 FEET ALONG THE EAST LINE OF SAID STONER INDUSTRIAL PARK, UNIT NO. 1, TO SAID POINT OF BEGINNING.
2. Common Address: 911 Sullivan Road, Aurora, IL
3. Real Estate Tax Index/Parcel Index Number: 15-09-151-001
4. Remediation Site Owner: Robert Rafson
5. Land Use: Industrial/Commercial

RECEIVED

JAN 22 2008

EPA/BOE
RELEASABLE

JAN 24 2008

6. Site Investigation: Comprehensive

See NFR letter for other terms.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

(217) 782-6761

November 20, 2007

CERTIFIED MAIL

7007 0220 0000 0152 6732

Cole Taylor Bank
Attn: Mr. Robert Rafson, P.E.
5601 N. Sheridan Road #21A
Chicago, IL 60660

Re: 0890050014/Kane County
Aurora/Lektro-Vend Corp.
Site Remediation Program/Technical Reports
No Further Remediation Letter

Dear Mr. Rafson:

The *Remedial Action Plan Completion Report* (December 28, 2006/Log No.06/32172), as prepared by Rafson Engineering, Inc. for the Lektro-Vend Corp. property, has been reviewed by the Illinois Environmental Protection Agency ("Illinois EPA") and demonstrates that the remedial action was completed in accordance with 35 Illinois Administrative Code Parts 740 and 742.

The Remediation Site, consisting of 2.15 acres, is located at 911 Sullivan Road, Aurora, Illinois. Pursuant to Section 58.10 of the Illinois Environmental Protection Act ("Act") (415 ILCS 5/1 et seq.), your request for a no further remediation determination is granted under the conditions and terms specified in this letter. The Remediation Applicant, as identified on the Illinois EPA's Site Remediation Program DRM-1 Form (December 27, 1999/Log No.99/2843), is Cole Taylor Bank.

This comprehensive No Further Remediation Letter ("Letter") signifies a release from further responsibilities under the Act for the performance of the approved remedial action. This Letter shall be considered prima facie evidence that the Remediation Site described in the attached Illinois EPA Site Remediation Program Environmental Notice and shown in the attached Site Base Map does not constitute a threat to human health and the environment and does not require further remediation under the Act if utilized in accordance with the terms of this Letter.

Conditions and Terms of Approval

Level of Remediation and Land Use Limitations

- 1) The recognized environmental conditions, as characterized by the focused site investigation, consist of the following:
- 2) The Remediation Site is restricted to Industrial/Commercial land use.
- 3) The land use specified in this Letter may be revised if:
 - a) Further investigation or remedial action has been conducted that documents the attainment of objectives appropriate for the new land use; and
 - b) A new Letter is obtained and recorded in accordance with Title XVII of the Act and regulations adopted thereunder.

Preventive, Engineering, and Institutional Controls

- 4) The implementation and maintenance of the following controls are required as part of the approval of the remediation objectives for this Remediation Site.

Institutional Controls:

- 5) The City of Aurora agrees through the use of a highway authority agreement, Resolution Number R06-492, to allow contaminated groundwater to remain beneath its highway right-of-way. The highway owner also agrees that the contaminated groundwater shall not be utilized as a potable or other domestic supply water.
- 6) No person shall construct, install, maintain, or operate a well at the Remediation Site. All water supplies and water services for the Remediation Site must be obtained from a public water supply system. The provisions of this institutional control shall be applicable to all water usage (e.g., domestic, industrial/commercial uses and outdoor watering).

Other Terms

- 7) Areas outside the Remediation Site boundaries or specific engineered barrier locations, as shown in the Site Base Map, are not subject to any other institutional or engineered barrier controls.
- 8) Where the Remediation Applicant is not the sole owner of the Remediation Site, the Remediation Applicant shall complete the attached *Property Owner Certification of the No Further Remediation Letter under the Site Remediation Program* Form. This certification, by original signature of each property owner, or the authorized agent of the owner(s), of the Remediation Site or any portion thereof who is not a Remediation Applicant shall be recorded along with this Letter.

- 9) Further information regarding this Remediation Site can be obtained through a written request under the Freedom of Information Act (5 ILCS 140) to:

Illinois Environmental Protection Agency
Attn: Freedom of Information Act Officer
Bureau of Land-#24
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

- 10) Pursuant to Section 58.10(f) of the Act (415 ILCS 5/58.10(f)), should the Illinois EPA seek to void this Letter, the Illinois EPA shall provide notice to the current title holder and to the Remediation Applicant at the last known address. The notice shall specify the cause for the voidance; explain the provisions for appeal, and describe the facts in support of this cause. Specific acts or omissions that may result in the voidance of the Letter under Sections 58.10(e)(1)-(7) of the Act (415 ILCS 5/58.10(e)(1)-(7)) include, but shall not be limited to:

- a) Any violation of institutional controls or the designated land use restrictions;
- b) The failure to operate and maintain preventive or engineering controls or to comply with any applicable groundwater monitoring plan;
- c) The disturbance or removal of contamination that has been left in-place in accordance with the Remedial Action Plan. Access to soil contamination may be allowed if, during and after any access, public health and the environment are protected consistent with the Remedial Action Plan;
- d) The failure to comply with the recording requirements for this Letter;
- e) Obtaining the Letter by fraud or misrepresentation;
- f) Subsequent discovery of contaminants, not identified as part of the investigative or remedial activities upon which the issuance of the Letter was based, that pose a threat to human health or the environment;
- g) The failure to pay the No Further Remediation Assessment Fee within forty-five (45) days after receiving a request for payment from the Illinois EPA;
- h) The failure to pay in full the applicable fees under the Review and Evaluation Services Agreement within forty-five (45) days after receiving a request for payment from the Illinois EPA.

- 11) Pursuant to Section 58.10(d) of the Act, this Letter shall apply in favor of the following persons:

- a) Cole Taylor Bank;
- b) The owner and operator of the Remediation Site;
- c) Any parent corporation or subsidiary of the owner of the Remediation Site;

- d) Any co-owner, either by joint-tenancy, right of survivorship, or any other party sharing a relationship with the owner of the Remediation Site;
 - e) Any holder of a beneficial interest of a land trust or inter vivos trust, whether revocable or irrevocable, involving the Remediation Site;
 - f) Any mortgagee or trustee of a deed of trust of the owner of the Remediation Site or any assignee, transferee, or any successor-in-interest thereto;
 - g) Any successor-in-interest of the owner of the Remediation Site;
 - h) Any transferee of the owner of the Remediation Site whether the transfer was by sale, bankruptcy proceeding, partition, dissolution of marriage, settlement or adjudication of any civil action, charitable gift, or bequest;
 - i) Any heir or devisee of the owner of the Remediation Site;
 - j) Any financial institution, as that term is defined in Section 2 of the Illinois Banking Act and to include the Illinois Housing Development Authority, that has acquired the ownership, operation, management, or control of the Remediation Site through foreclosure or under the terms of a security interest held by the financial institution, under the terms of an extension of credit made by the financial institution, or any successor-in-interest thereto; or
 - k) In the case of a fiduciary (other than a land trustee), the estate, trust estate, or other interest in property held in a fiduciary capacity, and a trustee, executor, administrator, guardian, receiver, conservator, or other person who holds the remediated site in a fiduciary capacity, or a transferee of such party.
- 12) This letter, including all attachments, must be recorded as a single instrument within forty-five (45) days of receipt with the Office of the Recorder of Kane County. For recording purposes, the Illinois EPA Site Remediation Program Environmental Notice attached to this Letter should be the first page of the instrument filed. This Letter shall not be effective until officially recorded by the Office of the Recorder of Kane County in accordance with Illinois law so that it forms a permanent part of the chain of title for the Lektro-Vend Corp. property.
- 13) Within thirty (30) days of this Letter being recorded by the Office of the Recorder of Kane County, a certified copy of this Letter, as recorded, shall be obtained and submitted to the Illinois EPA to:

Robert E. O'Hara
Illinois Environmental Protection Agency
Bureau of Land/RPMS
1021 North Grand Avenue East
Post Office Box 19276
Springfield, IL 62794-9276

14) In accordance with Section 58.10(g) of the Act, a No Further Remediation Assessment Fee based on the costs incurred for the Remediation Site by the Illinois EPA for review and evaluation services will be applied in addition to the fees applicable under the Review and Evaluation Services Agreement. Request for payment of the No Further Remediation Assessment Fee will be included with the billing statement.

If you have any questions regarding the Lektro-Vend Corp. property, you may contact the Illinois EPA project manager, Rhett M. Rossi at 217-782-6761.

Sincerely,

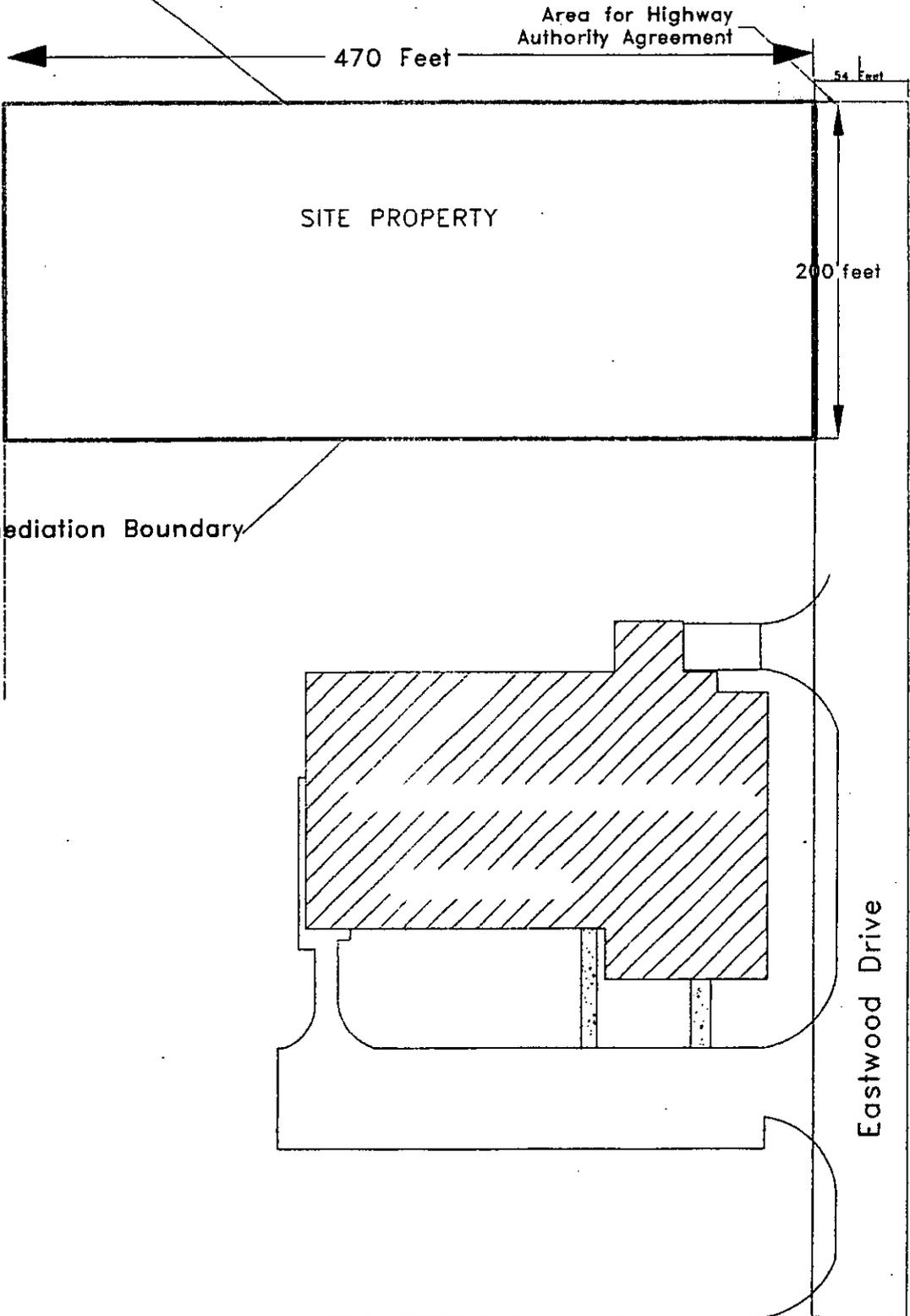


Joyce L. Munie, P.E., Manager
Remedial Project Management Section
Division of Remediation Management
Bureau of Land

Attachments: Illinois EPA Site Remediation Program Environmental Notice
Site Base Map
Table A: Regulated Substances of Concern
Property Owner Certification of No Further Remediation Letter under the Site
Remediation Program Form

Site Base Map
LPC# 0890050014 -- Kane County
Aurora/Lekto-Vend
Site Remediation/Technical Reports

Remediation Boundary



Remediation Boundary

Sullivan Road



**PROPERTY OWNER CERTIFICATION OF THE NFR LETTER
UNDER THE SITE REMEDIATION PROGRAM**

Where the Remediation Applicant (RA) is not the sole owner of the remediation site, the RA shall obtain the certification by original signature of each owner, or authorized agent of the owner(s), of the remediation site or any portion thereof who is not an RA. The property owner(s), or the duly authorized agent of the owner(s) must certify, by original signature, the statement appearing below. This certification shall be recorded in accordance with Illinois Administrative Code 740.620.

Include the full legal name, title, the company, the street address, the city, the state, the ZIP code, and the telephone number of all other property owners. Include the site name, street address, city, ZIP code, county, Illinois inventory identification number and real estate tax index/parcel index number.

A duly authorized agent means a person who is authorized by written consent or by law to act on behalf of a property owner including, but not limited to:

1. For corporations, a principal executive officer of at least the level of vice-president;
2. For a sole proprietorship or partnership, the proprietor or a general partner, respectively; and
3. For a municipality, state or other public agency, the head of the agency or ranking elected official.

For multiple property owners, attach additional sheets containing the information described above, along with a signed, dated certification for each. All property owner certifications must be recorded along with the attached NFR letter.

Property Owner Information	
Owner's Name:	<u>GEORGE M. BENNETT, as TRUSTEE OF THE GEORGE M. BENNETT</u>
	<u>XXXX REVOCABLE TRUST DATED APRIL 23, 1996</u>
Company:	<u>C/O CYL-TEC, INC. ATTN: JAMES BENNETT</u>
Street Address:	<u>950 INDUSTRIAL DRIVE</u>
City:	<u>AURORA</u> State: <u>IL</u> Zip Code: <u>60506</u> Phone: <u>(630) 844-8800</u>
Site Information	
Site Name:	<u>AURORA/LEKTRO-VEND CORP.</u>
Site Address:	<u>911 SULLIVAN ROAD</u>
City:	<u>AURORA</u> State: <u>IL</u> Zip Code: <u>60506</u> County: <u>KANE</u>
Illinois inventory identification number:	<u>0890050014</u>
Real Estate Tax Index/Parcel Index No.	<u>15-19-151-001</u>
<p>I hereby certify that I have reviewed the attached No Further Remediation Letter and that I accept the terms and conditions and any land use limitations set forth in the letter.</p> <p>Owner's Signature: <u><i>George M. Bennett</i></u> Date: <u>1-10-08</u></p>	
<p>SUBSCRIBED AND SWORN TO BEFORE ME this <u>10th</u> day of <u>January</u>, 20<u>08</u></p> <p><u><i>Laurie Paul</i></u> Notary Public</p>	<div style="border: 2px dashed black; padding: 5px; width: fit-content; margin: auto;"> <p>"OFFICIAL SEAL" Laurie Paul Notary Public, State of Illinois Commission Expires 1/31/2011</p> </div>

The Illinois EPA is authorized to require this information under Sections 415 ILCS 5/58 - 58.12 of the Environmental Protection Act and regulations promulgated thereunder. If the Remediation Applicant is not also the sole owner of the remediation site, this form must be completed by all owners of the remediation site and recorded with the NFR Letter. Failure to do so may void the NFR Letter. This form has been approved by the Forms Management Center. All information submitted to the Site Remediation Program is available to the public except when specifically designated by the Remediation Applicant to be treated confidentially as a trade secret or secret process in accordance with the Illinois Compiled Statutes, Section 7(a) of the Environmental Protection Act, applicable Rules and Regulations of the Illinois Pollution Control Board and applicable Illinois EPA rules and guidelines.

2001 SEP 10 PM 2:15

2001K093422

PREPARED BY:

Name: Michael J. Goldstein
Address: 318 W. Adams, Chicago, IL 60606

Sandy Wegman
RECORDER

RETURN TO:

Name: Michael J. Goldstein
Address: 318 W. Adams, Chicago, IL 60606

THE ABOVE SPACE FOR RECORDER'S OFFICE

Environmental Land Use Control

THIS ENVIRONMENTAL LAND USE CONTROL ("ELUC") is made this 11th day of July, 2001, by Robert Rafson, as authorized agent for Cole Taylor Bank, as Trustee under Trust Agreement dated 10/24/97 and known as Trust No. 97-7598, the title owner of record, and for Aurora Properties, LLC., the sole owner of the beneficial interest in said Trust No. 97-7598 with full power to direct the Trustee (collectively said Trust and said LLC are the "Property Owner" of the Property described herein), with regard to real property located as follows: vacant land adjacent to and immediately north of the property commonly known as 911 Sullivan, Aurora, Illinois, as legally described in Exhibit A which is attached hereto and made a part, and which is diagramed on the Plat which is attached hereto and made a part hereof as Exhibit B (the "Property").

WHEREAS, 415 ILCS 5/58.17 AND 35 Ill. Adm. Code 742 provide for the use of an ELUC as an institutional control in order to impose land use limitations or requirements related to environmental contamination so that persons conducting remediation can obtain a No Further Remediation determination from the Illinois Environmental Protection Agency ("IEPA"). The reason for an ELUC is to ensure protection of human health and the environment. The limitations and requirements contained herein are necessary in order to protect against exposure to contaminated groundwater on the property. Under 35 Ill. Adm. Code 742, the use of risk-based, site-specific remediation objectives may require the use of an ELUC on real property, and the ELUC may apply to certain physical features (e.g., engineered barriers, monitoring wells, caps, etc.)

WHEREAS, Property Owner intends to request risk-based site-specific soil and groundwater remediation objectives from IEPA under 35 Ill. Adm. Code 742 to obtain risk-based closure of the site, identified by Bureau of Land 087076024, utilizing an ELUC.

NOW, THEREFORE, the recitals set forth above are incorporated by reference as if fully set forth herein, and the Property Owner agrees as follows:

2001K093422

*Pa.
20-
ENV*

*9/38/8
NW*

STNRIPK-1

(6)

*1
20-*

Section One. Property Owner does hereby establish an ELUC on the real estate, situated in the County of Kane, State of Illinois and further described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

Attached as Exhibit B is a Plat that shows the legal boundary of the Property, any physical features to which the ELUC applies, the horizontal and vertical extent of the contaminants of concern above the applicable remediation objectives for soil or groundwater or both, and the nature, location of the source, and direction of movement of the contaminants of concern, as required under 35 Ill. Adm. Code 742.

Section Two. Property Owner represents and warrant Property Owner is the current owner of the Property and has the authority to record this ELUC on the chain of title for the Property with the Office of the Recorder or Registrar of Titles and Kane County, Illinois.

Section Three. Property Owner hereby agrees, for themselves, and their respective heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or holder of any portion thereof or interest therein, that the groundwater under the Property shall not be used as domestic, industrial/commercial uses, or outdoor watering, and any contaminated groundwater that is removed or disturbed from the Property must be handled in accordance with all applicable laws and regulations

Section Four. This ELUC is binding on the Property Owner, his heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or the holder of any portion thereof or interest therein. This ELUC shall apply in perpetuity against the Property and shall not be released until the IEPA determines there is no longer a need for this ELUC as an institutional control; until the IEPA, upon written request, issues a new no further remediation determination approving modification or removal of the limitation(s) or requirement(s); and until a release or modification of the land use limitation or requirement is filed on the chain of title for the Property.

Section Five. Information regarding the remediation performed on the Property may be obtained from the IEPA through a request under the Freedom of Information Act (5 ILCS 140) and rules promulgated thereunder by providing the IEPA with the 10-digit LPC listed above.

Section Six. The effective date of this ELUC shall be the date that it is officially recorded in the chain of title for the Property to which the ELUC applies.

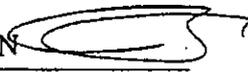
SIGNATURE PAGE FOLLOWS

2
2001K093422

2

WITNESS the following signatures:

Property Owner(s)

By: ROBERT RAFSON  _____
Its: Authorized agent and managing _____
member _____
Date: July 11, 2001 _____

Unofficial

2001 K 09³422

3

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Ferne Goldstein, the undersigned, a notary public for said county and state, do hereby certify that before me this day in person appeared Robert Rafson, who acknowledged to me that he was the duly authorized agent of the Property Owner of the Property described as in the foregoing instrument, and that he had signed the foregoing instrument on behalf of said Property Owner, as the free and voluntary act of said Property Owner, for the uses and purposes set forth therein.

Given under my hand and official seal this 6th day of September, 2001.

Ferne Goldstein
Notary Public



2001K093422
3A

4

PIN NO
(Parcel Index Number)

15-09-151-001

Exhibit A

The subject property is located in the City of Aurora, Kane County, State of Illinois, commonly known as vacant lot adjacent to north of 911 Sullivan Road, Aurora, Illinois and more particularly described as: ↑

LIST THE COMMON ADDRESS:

LEGAL DESCRIPTION:

PARCEL ONE

LOTS 35, 36, 37, 38 AND 39 IN BLOCK 3 IN STONER INDUSTRIAL PARK, UNIT NO. 1, CONTAINING 2.501 ACRES; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL TWO

THAT PART OF LOTS 40 AND 41 IN BLOCK 3 IN STONER INDUSTRIAL PARK, UNIT NO. 1; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 00°06'44" WEST ALONG THE EAST LINE OF SAID LOT 40 FOR 41.35 FEET; THEN NORTH 89°54'10" WEST, 133.69 FEET; THENCE SOUTH 00°06'44" WEST, PARALLEL WITH SAID EAST LINE, 30.03 FEET; THENCE NORTH 89°54'10" WEST, 186.27 FEET TO THE WEST LINE OF SAID LOT 41; THENCE NORTH 00°05'30" EAST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID LOT 40 FOR 66.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 40; THENCE NORTH 89°12'52" EAST ALONG THE NORTH LINE OF SAID LOT 40 FOR 320.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.414 ACRES IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL THREE

THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 40 IN BLOCK 3 IN STONER INDUSTRIAL PARK UNIT NO. 1, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS; THENCE SOUTH 00°06'44" WEST ALONG THE EAST LINE OF SAID LOT 40 FOR 41.35 FEET; THENCE NORTH 89°54'10" WEST, 133.69 FEET; THENCE SOUTH 00°06'44" WEST, PARALLEL WITH SAID EAST LINE, 30.03 FEET; THENCE NORTH 89°54'10" WEST, 186.27 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF SAID LOT 41; THENCE NORTH 00°05'30" EAST ALONG SAID WEST LINE, 58.68 FEET TO A POINT LYING 257.78 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID UNIT NO. 1 (AS MEASURED ALONG THE WEST LINE OF SAID UNIT NO. 1); THENCE SOUTH 89°12'48" WEST, PARALLEL WITH THE NORTH LINE OF SAID UNIT NO. 1 FOR 3.70 FEET; THENCE SOUTH 00°05'30" WEST PARALLEL WITH SAID WEST LINE OF UNIT NO. 1 FOR 58.63 FEET; THENCE SOUTH 89°54'10" EAST, 3.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

REAL ESTATE TAX INDEX OR PARCEL #
(PURSUANT TO 742.1010(D)(2))

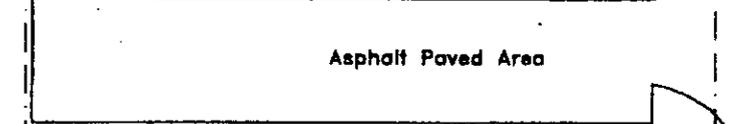
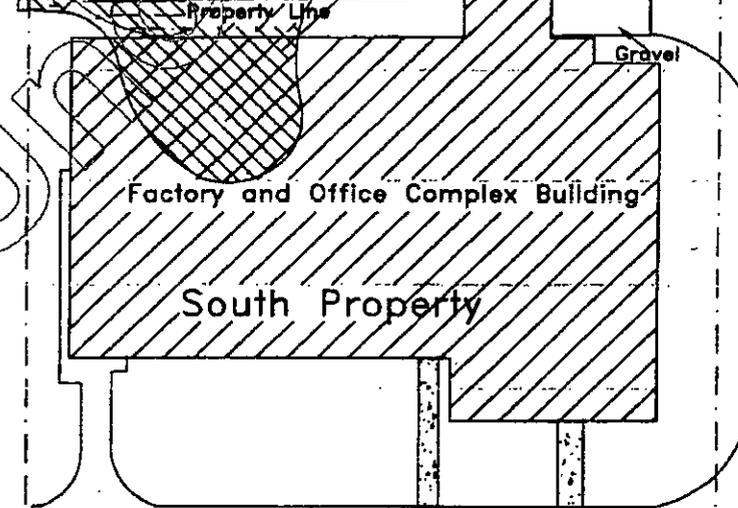
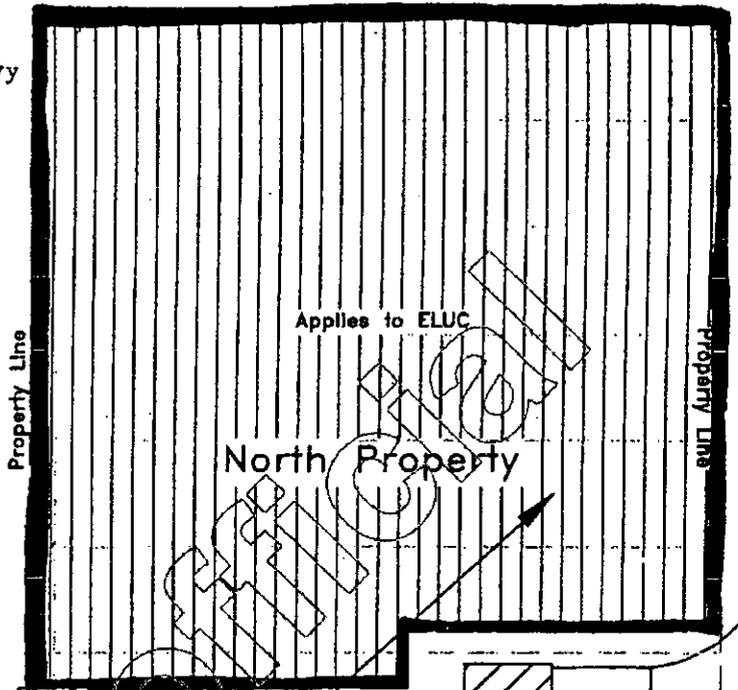
15-09-151-001

4

5

2001K093422

(Property line outlined by heavy black line)



Eastwood Drive

Sullivan Road

LEGEND:

- Area of VOC-Impacted Soil exceeds TACO Tier 2 Class 1 Soil Component of the Groundwater Ing. Exp. Route SRO
- Area of VOC-Impacted Soil exceeds TACO Tier 2 Class 1/II Soil Component of the Groundwater Ing. Exp. Route SRO
- Groundwater Flow Direction

Mostardi Platt A Full Service Environmental Consulting Company	Revision No. 1	Title: Exhibit B ELUC Northern Property 911 Sullivan Road Aurora, Illinois		Date: 07-10-01
	Drawn by: CMC/FC	Project Number: MO01221	Drawn Name: 2001K090122	Approximate Scale: 1" : 85'
	Reviewed by: TBF/KRF	Greenfields Consultation		File Name: eluc.dwg

2002K089574

2002 JUL 19 PM 3:45

pl 19,00 \$
PREPARED BY:

Name: Michael J. Goldstein & Associates, Ltd.
318 W. Adams #1700
Address: Chicago, Illinois 60606

Sandy Weyman
RECORDER

RETURN TO:

Name: Robert Rafson
Aurora Properties LLC
1401 Wabansia
Address: Chicago, Illinois 60622

THE ABOVE SPACE FOR RECORDER'S OFFICE

Environmental Land Use Control

THIS ENVIRONMENTAL LAND USE CONTROL ("ELUC") is made this 12th day of July, 2002, by Robert Rafson, ("Property Owner") for Aurora Properties, LLC of the real property located at the vacant land adjacent to north of 911 Sullivan Road, Aurora, Illinois ("Property").

WHEREAS, 415 ILCS 5/58.17 AND 35 Ill. Adm. Code 742 provide for the use of an ELUC as an institutional control in order to impose land use limitations or requirements related to environmental contamination so that persons conducting remediation can obtain a No Further Remediation determination from the Illinois Environmental Protection Agency ("IEPA"). The reason for an ELUC is to ensure protection of human health and the environment. The limitations and requirements contained herein are necessary in order to protect against exposure to contaminated groundwater on the property. Under 35 Ill. Adm. Code 742, the use of risk-based, site-specific remediation objectives may require the use of an ELUC on real property, and the ELUC may apply to certain physical features (e.g., engineered barriers, monitoring wells, caps, etc.)

WHEREAS, Aurora Properties, LLC intends to request risk-based site-specific soil and groundwater remediation objectives from IEPA under 35 Ill. Adm. Code 742 to obtain risk-based closure of the site, identified by Bureau of Land 0890050014, utilizing an ELUC.

NOW, THEREFORE, the recitals set forth above are incorporated by reference as if fully set forth herein, and the Property Owner agrees as follows:

Section One. Property Owner does hereby establish an ELUC on the real estate, situated in the County of Kane, State of Illinois and further described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

Attached as Exhibit B are site maps that show the legal boundary of the Property, any physical features to which the ELUC applies, the extent of the contaminants of concern above the applicable remediation objectives for soil or groundwater or both, and the nature, location of

NW 9/38/8

STNRI PK-1

5

DRAFT

POOR ORIGINAL
Recorder Not Responsible
For Reproductions

19,00

the source, and direction of movement of the contaminants of concern, as required under 35 Ill. Adm. Code 742.

Section Two. Property owner represents and warrant he is the current owner of the Property and has the authority to record this ELUC on the chain of title for the Property with the Office of the Recorder or Registrar of Titles and Kane County, Illinois.

Section Three. The Property Owner hereby agrees, for himself and his heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or holder of any portion thereof or interest therein, that the groundwater under the Property shall not be used as domestic, industrial/commercial uses, or outdoor watering, and any contaminated groundwater that is removed or disturbed from the Property described in Exhibit A herein must be handled in accordance with all applicable laws and regulations

Section Four. This ELUC is binding on the Property Owner, his heirs, grantees, successors, assigns, transferees and any other owner, occupant, lessee, possessor or user of the Property or the holder of any portion thereof or interest therein. This ELUC shall apply in perpetuity against the Property and shall not be released until the IEPA determines there is no longer a need for this ELUC as an institutional control; until the IEPA, upon written request, issues a new no further remediation determination approving modification or removal of the limitation(s) or requirement(s); and until a release or modification of the land use limitation or requirement is filed on the chain of title for the Property.

Section Five. Information regarding the remediation performed on the Property may be obtained from the IEPA through a request under the Freedom of Information Act (5 ILCS 140) and rules promulgated thereunder by providing the IEPA with the 10-digit LPC listed above.

Section Six. The effective date of this ELUC shall be the date that it is officially recorded in the chain of title for the Property to which the ELUC applies.

WITNESS the following signatures:

Property Owner(s)

By:



Its:

ROBERT RAFSON AUTHORIZED AGENT

Date:

July 12, 2002

AND MANAGING MEMBER

Official

STATE OF ILLINOIS)

)

) ss.

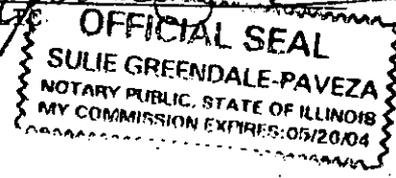
COUNTY OF COOK)

)

I, Sulie Greendale Paveza, a notary public for said county and state do hereby certify that before me on this day in person appeared Robert Rafson, who acknowledged to me that he was the duly authorized agent of the Property Owner and the Property designated in the foregoing instrument and that he has signed the foregoing instrument on behalf of said Property Owner and as the free and voluntary act of both himself and said Property Owner for the uses and purposes set forth therein

Given my hand and seal on this 16th, day of July, 2002


NOTARY PUBLIC



PIN NO
(Parcel Index Number)

15-09-151-001

Exhibit A

The subject property is located in the City of Aurora, Kane County, State of Illinois, commonly known as vacant lot adjacent to north of 911 Sullivan Road, Aurora, Illinois and more particularly described as:

LIST THE COMMON ADDRESS:

911 SULLIVAN ROAD

LEGAL DESCRIPTION:

PARCEL ONE

LOTS 35, 36, 37, 38 AND 39 IN BLOCK 3 IN STONER INDUSTRIAL PARK, UNIT NO. 1, CONTAINING 2.501 ACRES; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL TWO

THAT PART OF LOTS 40 AND 41 IN BLOCK 3 IN STONER INDUSTRIAL PARK, UNIT NO. 1; IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 00°06'44" WEST ALONG THE EAST LINE OF SAID LOT 40 FOR 41.35 FEET; THEN NORTH 89°54'10" WEST, 133.69 FEET; THENCE SOUTH 00°06'44" WEST, PARALLEL WITH SAID EAST LINE, 30.03 FEET; THENCE NORTH 89°54'10" WEST, 186.27 FEET TO THE WEST LINE OF SAID LOT 41; THENCE NORTH 00°05'30" EAST ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID LOT 40 FOR 66.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 40; THENCE NORTH 89°12'52" EAST ALONG THE NORTH LINE OF SAID LOT 40 FOR 320.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.414 ACRES IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL THREE

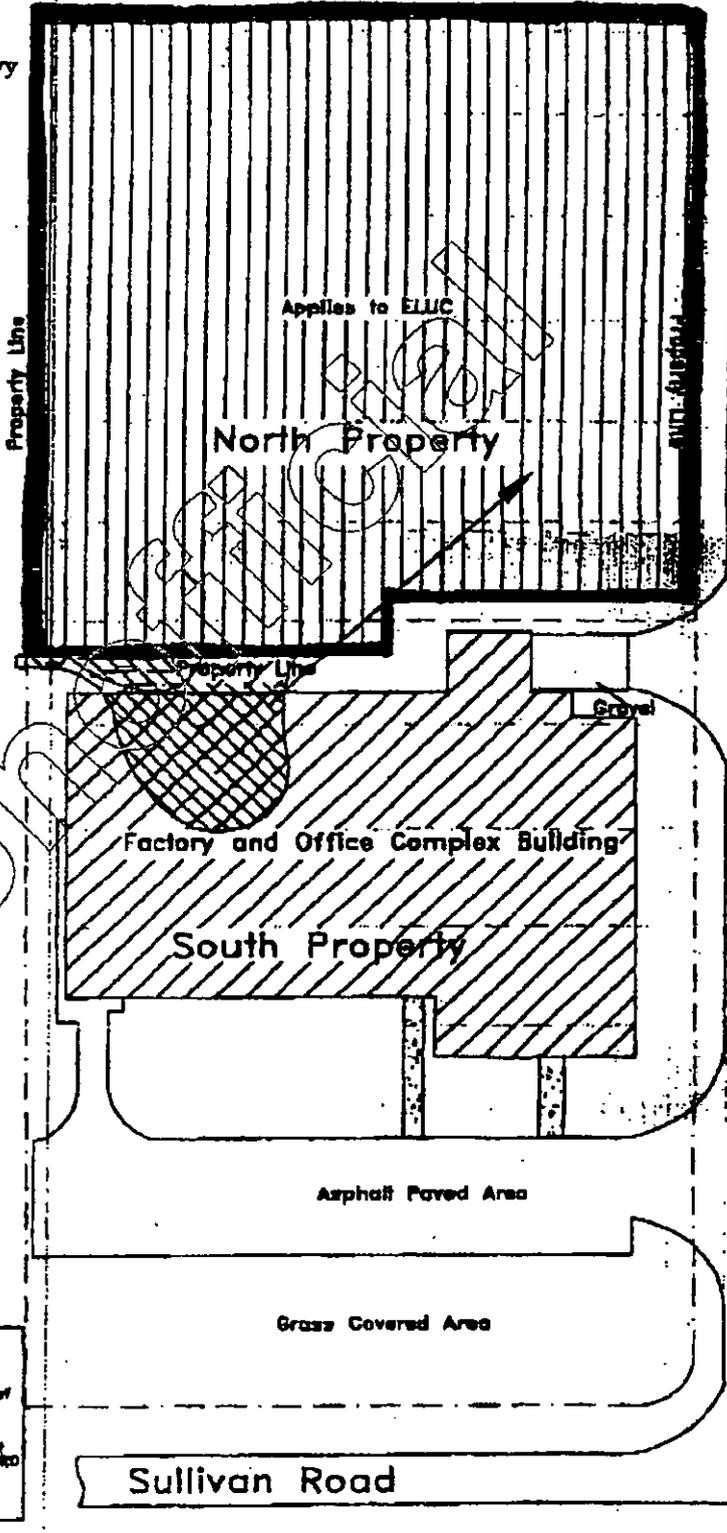
THAT PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 40 IN BLOCK 3 IN STONER INDUSTRIAL PARK UNIT NO. 1, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS; THENCE SOUTH 00°06'44" WEST ALONG THE EAST LINE OF SAID LOT 40 FOR 41.35 FEET; THENCE NORTH 89°54'10" WEST, 133.69 FEET; THENCE SOUTH 00°06'44" WEST, PARALLEL WITH SAID EAST LINE, 30.03 FEET; THENCE NORTH 89°54'10" WEST, 186.27 FEET TO THE POINT OF BEGINNING ON THE WEST LINE OF SAID LOT 41; THENCE NORTH 00°05'30" EAST ALONG SAID WEST LINE, 58.68 FEET TO A POINT LYING 257.78 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID UNIT NO. 1 (AS MEASURED ALONG THE WEST LINE OF SAID UNIT NO. 1); THENCE SOUTH 89°12'48" WEST, PARALLEL WITH THE NORTH LINE OF SAID UNIT NO. 1 FOR 3.70 FEET; THENCE SOUTH 00°05'30" WEST PARALLEL WITH SAID WEST LINE OF UNIT NO. 1 FOR 58.63 FEET; THENCE SOUTH 89°54'10" EAST, 3.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

REAL ESTATE TAX INDEX OR PARCEL #
(PURSUANT TO 742. 1010(D)(2))

15-09-151-001

(Property line outlined by heavy black line)



LEGEND:

- Area of VOC-impacted Soil exceeds TACO Tier 2 Class 1 Soil Component of the Groundwater Reg. Exp. Route SRD
- Area of VOC-impacted Soil exceeds TACO Tier 2 Class 1/D Soil Component of the Groundwater Reg. Exp. Route SRD
- Groundwater Flow Direction

<p>Mostardi Platt A Full Service Environmental Consulting Company</p>	Revision No.	1	<p>Exhibit B ELUC Northern Property 811 Sullivan Road Aurora, Illinois</p>	Date:	07-10-09		
	Drawn by:	CMC/TC		Project No.:	2002K089574	Approximate Scale:	1" = 85'
	Reviewed by:	TBF/KRF		Project Name:	Greenfields Consultation	File Name:	eluc.dwg

TITM P.06

2002K089574

5

CITY OF AURORA, ILLINOIS
RESOLUTION NO. Res-492
DATE OF PASSAGE November 28, 2006

**RESOLUTION AUTHORIZING THE EXECUTION OF A
TIERED APPROACH TO CORRECTIVE ACTION OBJECTIVES
AGREEMENT RELATED TO EASTWOOD DRIVE AND
AURORA PROPERTIES LLC**

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in order to obtain a No Further Remediation letter from the Illinois Environmental Protection Agency, the owners of 911 Sullivan Road (Aurora Properties LLC). ("Owners") have requested that they and the City of Aurora ("City") enter into the attached Tiered Approach to Corrective Action Objectives Agreement ("Agreement") between the City and the Owner; and

WHEREAS, the Agreement provides that the Owners will reimburse the City for legal and technical consultants retained in connection with the negotiation Highway Authority Agreement and for costs of any remediation required on Eastwood Avenue; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, hereby authorizes the execution of a Tiered Approach to Corrective Action Objectives Agreement with the Owners of Aurora Properties, LLC, a copy of which Agreement is attached hereto.

PASSED AND APPROVED by the City Council of the City of Aurora, Illinois on
November 28, 2006

Ally Schabo
Stephanie H. H. H.
James J. H.
Bob H.
Bob H.

Debra K. H.
Chris H.
Bob H.
Bob H.

AYES 12 NAYS 0 ABSENT

ATTEST:
Christina M. Donoff
City Clerk

Michael K. Saille
Mayor Pro Tem

TIERED APPROACH TO CORRECTIVE-ACTION OBJECTIVES AGREEMENT

This Agreement is entered into this 26 day of MAY, 2006, pursuant to 35 Ill. Admin. Code Section 742.1020 and by and between AURORA PROPERTIES, LLC ("Owner/Operator") and the CITY OF AURORA, Illinois ("CITY") as follows:

1. This Agreement is not binding upon the CITY until it is executed by the undersigned representative of the CITY and prior to execution, this Agreement constitutes an offer by Owner/Operator. The duly authorized representative of Owner/Operator has signed this Agreement, and this Agreement is binding upon them, their successors and assigns.

2. Owner/Operator stipulates:

a. Owner/Operator is the owner and is pursuing a corrective action of a Site and of a Right-of-Way adjacent to the boundary of the Site located at 911 Sullivan Avenue, Aurora, Illinois (the "Site").

b. Attached as Exhibit A is a site map which shows the area of estimated contaminant impacted soil and groundwater at the time of this Agreement in the Eastwood Drive Right-of-Way above Tier 1 residential levels under 35 Ill. Admin. Code Part 742. Attached as Exhibit B is a table prepared by Owner/Operator showing the concentration of contaminants of concern, hereafter "Contaminants," in the soil and groundwater within the area described in Exhibit A and showing the applicable Illinois Pollution Control Board ("IPCB") Tier 1 soil remediation objectives for residential property and Tier 1 objectives for groundwater of the Illinois Pollution Control Board ("IPCB") which are exceeded. The Right-of-Way, and only the Right-of-Way adjacent to the Site as described in Exhibit C (hereinafter the "Right-of-Way") is subject to this Agreement. As the drawings in the Exhibits are not plats, the boundary of the Right-of-Way in the Exhibits may be an approximation of the actual Right-of-Way line. The Right-of-Way is

impractical to sample for Contaminants, however, the parties believe that the area of the Right-of-Way is adequate to encompass the soil and the groundwater within the Right-of-Way possibly impacted with Contaminants from a release at the Site. The Owner and Operator represent that they know of no Contaminants present upon, in, or under the Right-of-Way, other than those identified in Exhibit B.

c. The Site has been enrolled into the Illinois Site Remediation Program and has been assigned LPC #0894076024.

d. Owner/Operator intends to request risk-based, site specific soil and/or groundwater remediation objectives from Illinois Environmental Protection Agency ("IEPA") under 35 Ill. Admin. Code Part 742.

e. Under these rules, use of risk-based, site specific remediation objectives in the Right-of-Way may require the use of a Highway Authority Agreement as defined in 35 Ill. Admin. Code Section 742.1020.

3. The CITY stipulates:

The CITY holds a fee simple interest or a dedication for highway purposes in the Right-of-Way, or the Right-of-Way is a platted street, and the CITY has jurisdiction of the Right-of-Way. As such, the CITY exercises access control over the use of groundwater beneath the Right-of-Way and over access to the soil beneath the Right-of-Way.

4. The parties stipulate that:

a. Under 35 Ill. Admin. Code Section 742.1020, this Agreement is intended to be an acceptable "Highway Authority Agreement" to IEPA, as the CITY is willing to agree that it will not allow the use of groundwater under the highway Right-of-Way as a potable or other domestic supply of water and that it will limit access as described herein to soil under the highway Right-

of-Way that are contaminated from the release at levels above residential Tier 1 remediation objectives.

b. The IEPA must review and approve this Agreement, and this Agreement shall be referenced in the IEPA's "No Further Remediation" letter.

c. Unless otherwise agreed to by the parties in writing, this Agreement shall be null and void should the IEPA not approve it or should it not be referenced in the "No Further Remediation" letter. Provided, however, this Agreement shall be effective between the Owner/Operator and the CITY immediately upon signature by their representatives.

5. The CITY promises the IEPA and the Owner/Operator that it will prohibit the use of groundwater that is contaminated from the release at the Site at levels above Tier 1 remediation objectives beneath its Right-of-Way as a potable or other domestic supply of water and will limit access to soil as described herein under the Right-of-Way that is contaminated from the release at the Site at levels above Tier 1 remediation objectives. As the road surface over, and soils in, the Right-of-Way operate to prohibit or impede the movement of rainfall and snowmelt through the soils in the Right-of-Way, thereby benefiting Owner/Operator, the Owner/Operator agrees to reimburse the CITY for its reasonable costs of maintenance, repair or replacement of the soils or road surface in the Right-of-Way, in order to maintain the existing barrier to water infiltration presented by such surface and soils. Reimbursement of CITY costs shall be made within thirty (30) days of presentation of invoices from the CITY. Notwithstanding the foregoing, the CITY does not agree to perform or incur the costs of maintenance, repairs or replacement of the Right-of-Way, nor does it agree that the Right-of-Way will always remain a highway or that it will maintain the Right-of-Way as an engineered barrier.

6. Owner/Operator agrees, at its sole cost and expense, to indemnify and hold harmless and defend the CITY and other highway authorities, if any, maintaining the highway Right-of-Way by an agreement with the CITY and other entities holding highway permits and the CITY's former, current and future officials, council members, agents, contractors, and employees for and from any and all claims, demands, suits, proceedings, actions, omissions, losses, injuries, lawsuits, counterclaims, obligations, judgments, awards, demands, liens, reasonable costs, reasonable expenses, reasonable attorneys' fees and liability for damages of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the CITY, said highway authorities and permit entities, and/or the CITY's former, current and future officials, council members, agents, contractors, and employees, by any person or entity arising out of, relating to, connected with, or in any way associated with the actual or threatened release or alleged release of Contaminants from the Site by the Owner/Operator or out of the breach of this Agreement by Owner/Operator. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the CITY, and its former, current and future officials, council members, employees, contractors, agents, and said highway authorities and permit entities sued thereunder, shall have the right to determine the attorney(s) of its, his, hers or their choice to represent and defend their interest in any such legal or administrative action at reasonable attorney rates all at the Owner's/Operator's expense pursuant to this Agreement. In this regard, the CITY shall forward to the Owner/Operator, in a timely manner, any written claim, action, cause of action or lawsuit received, so that Owner/Operator is made aware of any such claim, action, cause of action or lawsuit. Failure to timely deliver notice of such written claim, action, cause of action or lawsuit shall not bar the CITY'S right to indemnification, however, in the event that a meritorious defense exists to any

such written claim, action, cause of action or lawsuit, and either a default judgment is entered against the CITY or a settlement agreement is entered into by the CITY without first having consulted and received the approval of the Owner/Operator (which approval shall not be unreasonably withheld), then the CITY'S recovery hereunder shall be reduced to the extent that the Owner/Operator can demonstrate that it has incurred fees and costs hereunder that could have been avoided by tendering the aforesaid meritorious defense.

7. As an additional consideration, Owner/Operator agrees to reimburse the CITY for the reasonable costs it has incurred in protecting human health and the environment, including, but not limited to, identifying, investigating, handling, storing and disposing of contaminated groundwater in the Right-of-Way as a result of the release of Contaminants at this Site by the Owner/Operator. The CITY has documented those costs for Owner. Those costs amount to \$ _____ Not Applicable _____. A cashier's check made payable to the "CITY OF AURORA" shall be tendered to the CITY at the time Owner/Operator furnishes a signed Agreement to the CITY for its signature. That check will be deposited when this Agreement is signed by all necessary parties. In addition, the Owner/Operator acknowledges that it has requested the CITY to enter into this agreement which is primarily for the benefit of the Owner Operator and that the CITY has had to expend funds to have its environmental consultant (Deuchler Environmental, Inc.) and outside counsel (Klein, Thorpe & Jenkins, Ltd.) review the related documentation and to review and revise this Agreement. Therefore, in addition to the payment of fees, expenses and costs as set forth in other sections of this Agreement, the Owner/Operator agrees to pay the CITY within thirty (30) days of the effective date of this Agreement actual fees, expenses and costs the CITY has incurred to date based on the actual

invoices for professional services it has received from Deuchler Environmental, Inc. and Klein, Thorpe and Jenkins, Ltd. in regard to this Agreement.

8. This Agreement shall be binding upon all successors in interest to the Owner/Operator and to the CITY. A successor in interest of the CITY would include a highway authority to which the CITY would transfer jurisdiction of the highway.

9. Violation of the terms of this Agreement by Owner/Operator, or their successors in interest, may be grounds for avoidance of this Agreement as a Highway Authority Agreement. Violation of the terms of this Agreement by the CITY will not void this Agreement, unless the IEPA has determined that the violation is grounds for voiding this Agreement as a Highway Authority Agreement and the CITY has not cured the violation within such time as IEPA has granted to cure the violation.

10. This Agreement shall continue in effect from the date of this Agreement until the Right-of-Way is demonstrated to be suitable for unrestricted use and there is no longer a need for this Agreement as a Highway Authority Agreement, and the IEPA has, upon written request to the IEPA by the Owner/Operator and notice to the CITY, amended the notice in the chain of title of the Site to reflect unencumbered future use of the highway Right-of-Way.

11. This Agreement does not limit the CITY's ability to construct, reconstruct, demolish, improve, grade, excavate, repair, maintain and operate (collectively "Work") the property encompassed by the Right-of-Way, for a highway or any lawful purpose, nor to allow others to use or do Work upon the Right-of-Way by permit. To the extent necessary for its Work, the CITY reserves the right and the right of those using its property to remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from its Right-of-Way and to dispose of them as they deem appropriate not inconsistent with applicable environmental

regulations so as to avoid causing a further release of the Contaminants and to protect human health and the environment.

Prior to taking any such action, the CITY will first give Owner/Operator reasonable written notice, unless there is an immediate threat to the health or safety to any individual or to the public (for example, including but not limited to a sewer or water main break), that it intends to perform Work in the Right-of-Way which may involve site investigation, removing and disposing of contaminated soil or groundwater to the extent necessary for its Work.

Failure of the CITY to give notice is not a violation of this Agreement. The removal and/or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Owner/Operator may review or may perform, at no cost to the CITY, if requested to do so by the CITY. If practicable, as determined by the CITY, the CITY may request Owner/Operator to remove and dispose of the contaminated soil or groundwater necessary for the CITY's Work in advance of that Work.

The Owner/Operator shall reimburse the reasonable costs incurred by the CITY to perform a site investigation (including, but not limited to, the performance of soil borings and groundwater well installations) of the Right-of-Way and to monitor the removal, to transport and to dispose of any contaminated soil and/or groundwater from the Right-of-Way. Further, Owner/Operator shall reimburse the reasonable costs incurred by the CITY in providing notice to Owner/Operator and in engaging in the process provided for in this Section, including the reasonable costs of any consultants retained by the CITY for that process. Provided, however, if notice to Owner/Operator has not been given and provided, and there was no immediate threat to health or safety, reimbursement for those costs shall be limited to actual costs not to exceed \$20,000.00. There is a rebuttable presumption that the Contaminants found in the highway

Right-of-Way arose from the release of Contaminants from the Site by Owner/Operator. Should Owner/Operator not reimburse the reasonable costs under the conditions set forth herein, this Agreement shall be null and void, at the CITY's option, upon written notice to Owner/Operator by the CITY that those costs have not been reimbursed. Owner/Operator may cure that problem within twenty (20) working days by making payment.

12. Written notice required by this Agreement shall be mailed to the following: if to Owner/Operator: Aurora Properties, LLC 46 ROBERT REESEN 5601 N. SHERIDAN RD #21A
CHICAGO, IL 60660
and if to CITY: Corporation Counsel, City of Aurora, 44 East Downer Place, Aurora, Illinois 60507-2067, and Dennis G. Walsh, Esq., Klein, Thorpe and Jenkins, Ltd., 20 North Wacker Drive, Suite 1660, Chicago, Illinois 60606.

13. The CITY's sole responsibility under this Agreement with respect to others using the highway Right-of-Way under permit from the CITY is to include the following, or similar language, in the future standard permit provisions and to make an effort to notify its current permit holders on its mailing list of the following:

"As a condition of this permit, the permittee shall request the CITY to identify sites in the Right-of-Way where access to contaminated soil or groundwater is governed by Tiered Approach to Corrective-Action Objectives ("TACO") Agreements. The permittee shall take measures before, during and after any access to these sites to protect worker safety and human health and the environment. Excavated, contaminated soil should be managed off-site in accordance with all environmental laws."

Owner/Operator hereby releases the CITY from liability for breach of this Agreement by others under permit and indemnifies the CITY against claims that may arise from others under permit causing a breach of this Agreement. Owner/Operator also agrees that its personnel, if any, at the Site who are aware of this Agreement will notify anyone they know is excavating in the Right-of-Way about this Agreement.

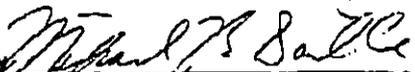
14. Should the CITY breach this Agreement, Owner/Operator's sole remedy is for an action for damages. Any and all claims for damages against the CITY, its agents, contractors, employees or its successors in interest arising at any time for a breach of paragraph 5 of this Agreement are limited to an aggregate maximum of \$10,000.00. No other breach by the CITY, its agents, contractors, employees and its successors in interest of a provision of this Agreement is actionable in either law or equity by Owner/Operator against the CITY and Owner/Operator hereby releases the CITY, its officials, council members, agents, contractors, employees and its successors in interest for any cause of action it may have against them, other than as allowed in this paragraph, arising out of a breach of this Agreement or a violation of environmental laws, regulations or common law governing the contaminated soil or groundwater in the highway Right-of-Way.

15. This Agreement is entered into by the CITY in recognition of laws passed by the General Assembly and regulations adopted by the PCB which encourages a tiered-approach to remediating environmental contamination. This Agreement is entered into by the CITY in the spirit of those laws and under its rights and obligations as a property owner. Should any provisions of this Agreement be struck down as beyond the authority of the parties, the remainder of this Agreement shall survive.

16. As additional consideration for and assurance of performance of this Agreement, Owner/Operator tenders to the CITY, and the CITY accepts the Guaranty of Performance and Payment attached to this Agreement as Exhibit D.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

CITY OF AURORA, ILLINOIS

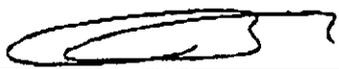
By: 
(Printed) Michael B. Saville
Its: Mayor Pro-tem

DATE: November 28, 2006

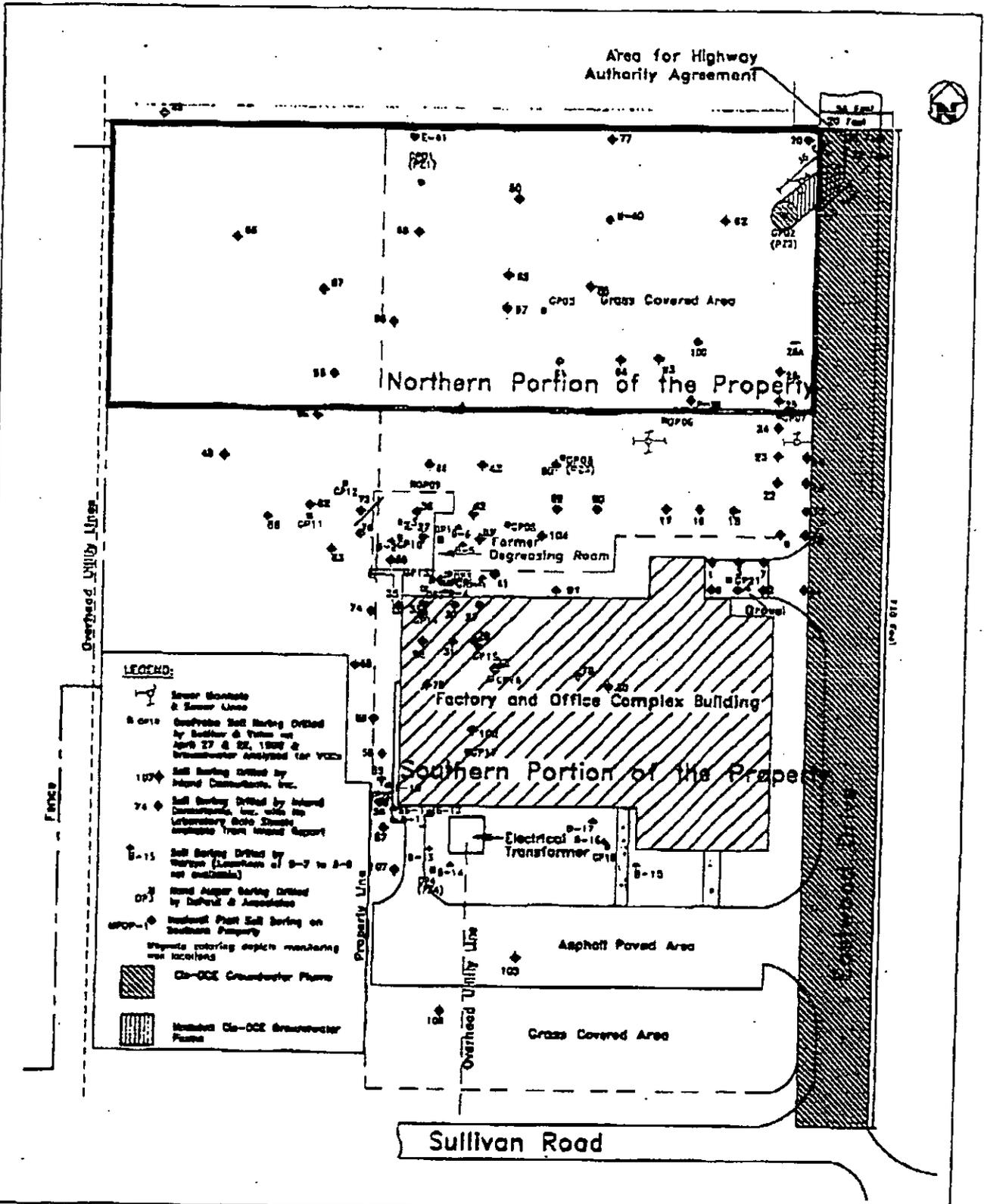
ATTEST:


City Clerk

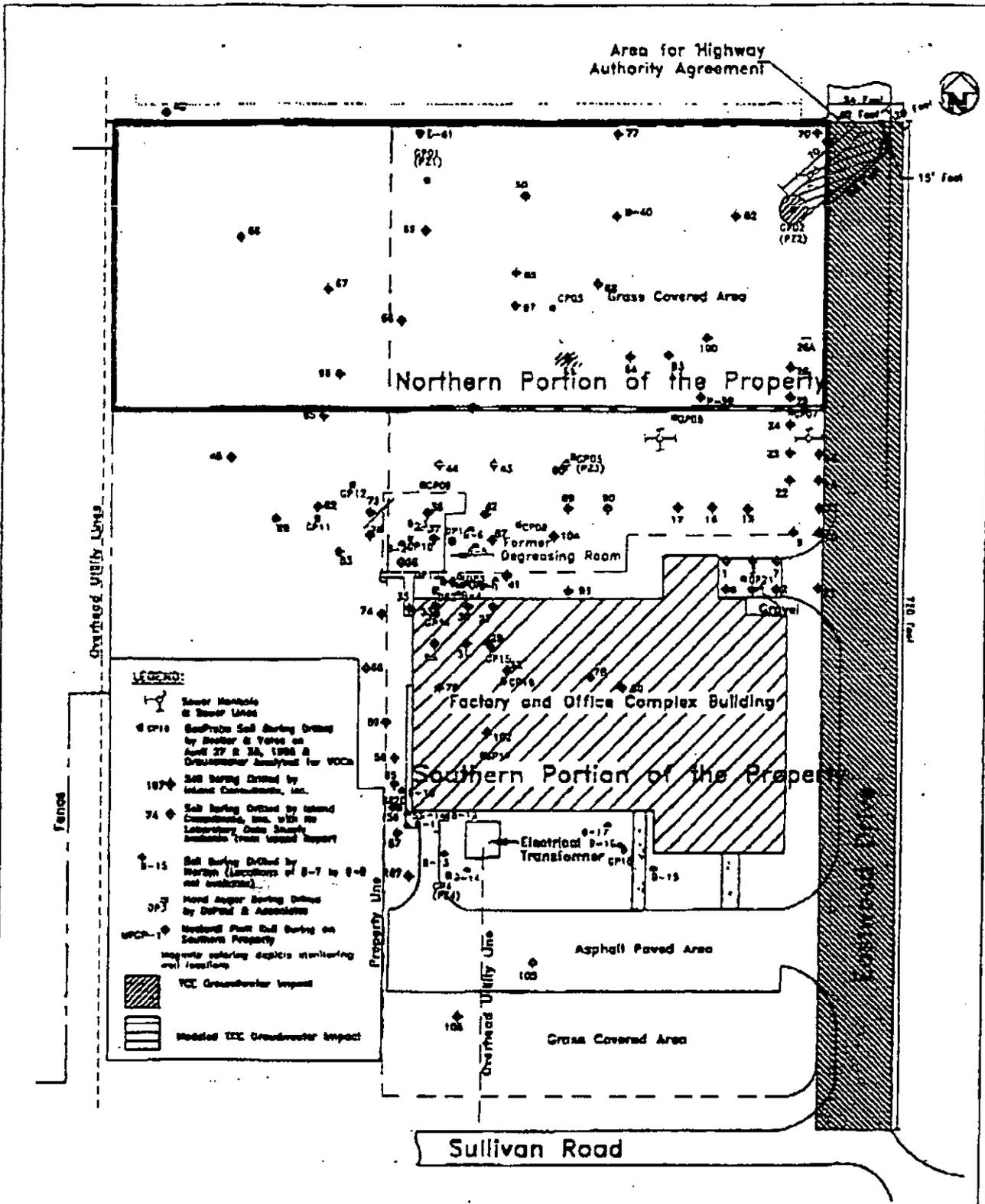
IN WITNESS WHEREOF, Owner/Operator, AURORA PROPERTIES, LLC has caused this Agreement to be signed by its duly authorized representative, and be binding upon it, its successors and assigns.

By: 
(Printed) ROBERT RAPSON, P.E.
Its: MANAGING MEMBER

DATE: 5/26/06



	Revision No.	Title	Date
	Drawn by: SAP/TC/CMC	Figure 2 Modeled Groundwater Impact for site-DCI Diagram 911 Sullivan Road (Northern portion of the Property) Astoria, OR 97103	9-15-88
Reviewed by: ESJ	Project Number: MO01221	Project Name: Groundwater Performance EPA Response Consultant	Approximate Scale: 1" = 90'
			File Name: Northern_plume.dwg



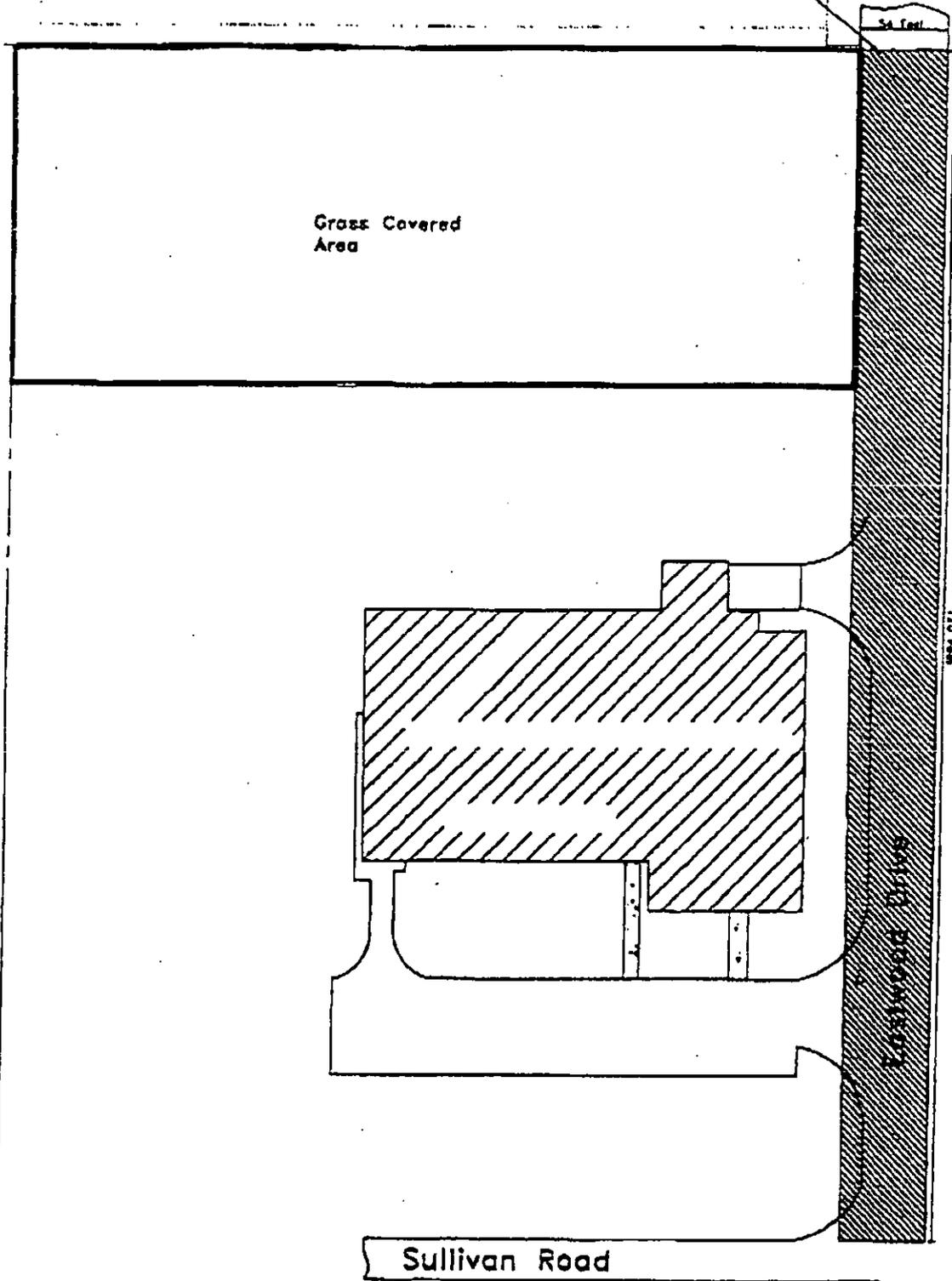
	Revision No.	1/10	Figure 1 Modelled Groundwater Impact for TCE Diagram 911 Sullivan Road (northern portion of the Property) Aurora, Illinois	Date	5-15-06
	Drawn by:	BAF/TC/CUC		Project Number:	3001221
Checked by:	KCE	Project Name:	Greenfield Parkway EPA Response Consultation	File Name:	Northern_plmna.dwg

Table I
SUMMARY OF R-26 EQUATION PARAMETERS
GROUNDWATER INGESTION EXPOSURE ROUTE
911 Sullivan Road
Aurora, Illinois

R-26 Parameters		TCE	Cis-DCE
		Boelter & Yates PZ2 ^a	Boelter & Yates PZ2
γ	Soil Porosity (cm ³ /cm ³) ^a	0.32 (std)	
f	Fraction Organic Carbon (g/g) ^b	0.0468	
X	Distance along centerline of plume emanating from the source (distance X) (cm) ^c	2200 (72.2 feet)	1400 (45.9 feet)
K	Hydraulic Conductivity (cm/day) ^d	8.42 ^e	
i	Hydraulic Gradient (cm/cm) ^f	0.016 ^g	
S _w	Source width perpendicular to groundwater flow direction in the horizontal plane (cm)	306 (10.04 feet) ^h	
S _v	Source width perpendicular to groundwater flow direction in the vertical plane (cm)	60.96 (2 feet) ^h	
C _{org}	TACO Tier I Class I Groundwater Remediation Objective (mg/L) ⁱ	0.005	0.07
C _i	Theoretical concentration of contaminant in groundwater at calculated distance from source (mg/L)	4.96 x 10 ⁻³	6.67 x 10 ⁻³

- ^a Monitoring well number - location of impacted groundwater
- ^b Cubic centimeter per cubic centimeter
- ^c Grams per gram
- ^d Centimeter
- ^e Centimeter per day
- ^f Site-specific hydraulic conductivity
- ^g Centimeter per centimeter
- ^h Site-specific hydraulic gradient
- ⁱ Width of impact
- Thickness of impact
- Milligrams per liter

Area for Highway Authority Agreement



	Revision No.	Title	Date
	Drawn by: BAP/TC/CMC	Figure 3 Area for Highway Authority Agreement for No Groundwater Use 911 Sullivan Road (northern portion of the Property) Aurora, Illinois	9-15-06
	Reviewed by: KRF	Project Number: M001221	Project Name: Greenfields Partners IDPA Sitepage Consultation
		Approximate Scale: 1" = 90'	File Name: HAA2.dwg

Exhibit C

DESCRIPTION OF AREA FOR HIGHWAY AUTHORITY AGREEMENT

COMMENCING FROM THE NORTHEAST CORNER OF THE PROPERTY APPROXIMATELY 54 FEET EAST ACROSS EASTWOOD DRIVE TO THE NORTHEASTERN EXTENT, THEN APPROXIMATELY 720 FEET SOUTH ON EASTWOOD DRIVE TO SULLIVAN ROAD, THEN APPROXIMATELY 54 FEET TO THE WEST INTERSECTING THE WEST SIDE OF EASTWOOD DRIVE AND SULLIVAN ROAD, THEN NORTH ALONG EASTWOOD DRIVE APPROXIMATELY 720 FEET TO THE POINT OF BEGINNING.

GUARANTY OF PERFORMANCE AND PAYMENT

In consideration of, and as an inducement for the granting, execution and delivery of the Tiered Approach to Corrective-Action Objectives Agreement dated 5/26, 2006 (hereinafter called the "TACO Agreement"), by the City of Aurora, Illinois, the municipality therein named (hereinafter called the "City") to AURORA PROPERTIES, LLC the Owner/Operator therein named (hereinafter called the "Owner/Operator"), the undersigned, (hereinafter called the "Guarantors"), hereby unconditionally, absolutely, irrevocably, jointly and severally guarantee as to the City, its successors and assigns, the full and prompt payment of all the sums and charges payable by the Owner/Operator, its successors and assigns, under the TACO Agreement, and full performance and observance of all covenants, terms, obligations, conditions and agreements therein provided to be performed and observed by Owner/Operator, its successors and assigns; and the Guarantors hereby covenant and agree to act with City, its successors and assigns, that if default shall at any time be made by the Owner/Operator, its successors and assigns, in the payment of any sums due and owing to the City, payable by the Owner/Operator under said TACO Agreement, or in the performance of any of the terms, covenants, obligations, provisions, agreements or conditions contained in said TACO Agreement, the Guarantors will forthwith pay such sums to the City, its successors and assigns, and any arrearage thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, obligations, conditions, agreements and provisions and will forthwith pay to the City all damages that may arise in consequence of any default by the Owner/Operator, its successors and assigns, under the TACO Agreement including, without limitation, all reasonable attorney's fees incurred by the City or caused by any such default and by the enforcement of this Guaranty.

Exhibit D

This Guaranty is an absolute, continuing and unconditional Guaranty of payment and of performance of suretyship. It shall be enforceable against the Guarantors, jointly and severally, their respective representatives, successors and assigns and heirs, without the necessity for any suit or proceedings on the City's part of any kind of nature whatsoever against the Owner/Operator, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guaranty and the obligations of the Guarantors hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by the City against the Owner/Operator, or the Owner/Operator's successors and assigns, of any of the rights and remedies reserved to the City pursuant to the provisions of the TACO Agreement.

The Guaranty shall be a continuing Guaranty, and the liability of the Guarantors hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the TACO Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions, obligations, agreements or provisions of the TACO Agreement, or by reason of any extension of time that may be granted by the City to the Owner/Operator, its successors and assigns, or by reason of any dealings or transactions or matter or things occurring between the City and the Owner/Operator, its successors and assigns whether or not notice thereof is given to the Guarantors. This Guaranty cannot be assigned, transferred, modified, changed, altered or terminated in any manner whatsoever without the express written consent of the City.

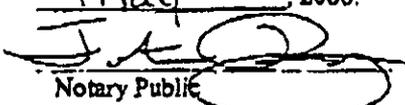
The Guarantors agree that this Guaranty Agreement shall not be discharged, limited, impaired or affected by (1) either the existence or non-existence of the Owner/Operator as a legal entity; (2) the transfer of the Owner/Operator of all or any part of the real estate or Site described in the TACO Agreement; (3) the power or authority of the Owner/Operator to enter into the TACO Agreement; or (4) the operations of any present or future provision of the United States Bankruptcy Code or similar statute, or from the decision of any court, including without limitation, any proceedings with respect to the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, the marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, imposition or readjustment of, or similar proceedings affecting Owner/Operator or any of the Guarantors hereunder or any of their assets, it being expressly understood and agreed that no such proceeding shall affect, modify, limit or discharge the liability or obligation of the Guarantor hereunder in any manner whatsoever, and that said Guarantor shall continue to remain absolutely liable under this Guaranty to the same extent, and in the same manner as if such proceedings had not been instituted.

The Guarantors agree that no provision of the Guaranty or right of the City can be waived, nor can the Guarantors be released from any obligation hereunder, except by a written document executed by the City.

Dated: MAY 26, 2006

GUARANTORS

SUBSCRIBED and SWORN TO
before me this 26th day of
May, 2006.

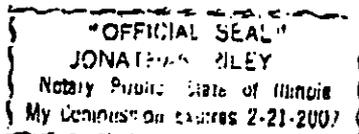

Notary Public

(Macao: 1711381)

3



ROBERT ROSSON, P.E.
MANAGING MEMBER
AURORA PROPERTIES, LLC
& SOLE REMAINING MEMBER



SUBSCRIBED and SWORN TO
before me this _____ day of
_____, 2006

Notary Public

SUBSCRIBED and SWORN TO
before me this _____ day of
_____, 2006.

Notary Public

SUBSCRIBED and SWORN TO
before me this _____ day of
_____, 2006.

Notary Public



Sandy Wegman

Sandy Wegman
Kane County Recorder

CERTIFICATION

I, Sandy Wegman, Recorder for the County of Kane, State of Illinois, hereby certify this to be a true and correct copy of Document Number **2008K003793** recorded **January 15, 2008** as it appears from the records and microfilm in my office.

DATE: January 15, 2008

Sandy Wegman

by *Elizabeth Neust*
Deputy, Recorder's Office

Sandy Wegman
Kane County Recorder

719 S. Batavia Avenue
Building C
Geneva, Illinois 60134
630-232-5935 Fax 630-232-5945

Certified Copy

**Sandy Wegman
Kane County Recorder
719 S. Batavia Avenue
Building C
Geneva, Illinois 60134
630-232-5935**