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CITY OF AURORA SPECIAL PROVISIONS

The following Special Provisions supplement the "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, Sixth Edition," the "Standard Specifications for Traffic Control Items," and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for proposals. These special provisions apply to and govern the proposed improvement designated as 306 N RIVER ST MFS Demolition located in Aurora, IL, 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:

Description of Work

Name: 306 N RIVER ST AURORA, IL 60505 ST Multi-family residence (MFS)
Demolition

Proposed Improvement: The City plans to demolish the Multi-family Structure (MFS) at the address listed above. This structure is 3 stories and brick exterior walls and wood framed interior.

The scope of demolition services requested shall include demolition and haul off all building materials to an elevation of one foot below existing ground elevation. The remaining portion of the structure (basement, crawl space, foundation) which extend more than one foot below grade shall be cut off and left in place. The underground portion of the building shall be demolished as follows:

- Basement walls shall be cut off and removed to a depth of one foot below grade.
- All items within the basement shall be removed and disposed of, leaving only the walls (below one foot), footings and floor slab.
- Basement slabs shall be intermittently broken to allow any water which may accumulate to drain out of the bottom.
- Disconnection and removal of water and sewer services and appurtenances at the main.

Note that all ancillary structures at this address, including detached garage, shed, etc. (see Photographs included with this RFB), shall also be required to be demolished in the manner described in this RFB and shall be included in the lump sum pricing requested for "Demolition of Structures".

All Asbestos Containing Materials (ACM) that require abatement will be removed prior to the commencement of this demolition contract.

Here is a summary of a few of the relevant attributes of the address:

Address	Basement	Ancillary Structures	Driveway	Furniture/Large Debris
306 N RIVER ST	NONE	NONE	CONCRETE	SOME ITEMS

A **MANDATORY Pre-Bid Site Visit** will be held **Monday, March 10, 2025 at 10:00 am (CST)**. Bidders should meet at 306 N RIVER ST, Aurora, IL 60505. **Bidders MUST be present at the START of the meeting to qualify to bid on the project.** This is the ONLY opportunity to view the inside of the property.

Demolition, removal, and proper disposal of materials at multi-family residence and ancillary structures (garage, etc.) in accordance with the details and specifications provided herein. The demolition services include, but are not limited to, providing technical guidance and advice, preparation of reports and project management, and on-site representation during demolition, clean up, and restoration. The demolition services scope of work includes the removal and disposal of all hard surface materials and demolition construction debris, including but not limited to: buildings, structures, sheds, drives, walkways, planters, concrete patios, paved and aggregate surfaces, lighting units, pools, miscellaneous debris, landscaping features such as artificial ponds, waterfalls, signage and aesthetic retaining walls. The scope also includes disconnection of water and sanitary service in accordance with the current requirements of the City of Aurora and Fox Metro Water Reclamation District. The condition of the property after the completion of the demolition services shall be finished with topsoil, turf grass seed, and an erosion control blanket and shaped to maximize drainage off the property in the least impactful way to adjoining properties and the curb and gutter restored. Utilities disconnected in the street require restoration of pavement to match the adjacent pavement. Existing trees located on the property to be demolished must be protected from harm.

SP A.1 – ALTERATIONS TO PROJECT BY THE CITY OF AURORA

The City of Aurora reserves the right to alter the details, add such work as may be 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 IDOT 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 THE CITY OF AURORA

When additional work not included in the contract, is requested in writing by the City of Aurora, 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 City of Aurora in writing, which is deemed by the city to be eligible for payment and is not covered by the contract, shall be made from the allowance included in the bid proposal under ITEMS ORDERED BY THE CITY OF AURORA. The contractor shall not be entitled to any additional compensation if 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 drives, 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 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 in conflict with the proposed improvements. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained throughout the project.

This work shall be considered incidental and will not be paid for separately.

SP A.5 – COMPLETION DATE

The Contractor agrees to execute a contract, 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 not later than **fifteen (15)** 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 insure 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:

- Final completion of the project by May 30, 2025

Final completion shall be obtained when all the work in all respects has been completed; including work in the public right-of-way, final surface restoration, and punch list work.

Work in the public right-of-way, including underground utility work, pavement surface restoration, PCC curb & gutter, and PCC sidewalk shall not be completed between October 31st and April 1st the following year.

Special attention is called to Article 108.10 of the Standard Specifications 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.

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

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 Owner 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 for the improvements or called for in the specifications, shall be incidental to the various bid items in the proposal even though the work may not be explicitly specified, 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 Bid Proposal.

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 City of Aurora shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and/or discuss the following:

- Written progress schedule/Completion Deadline.
- Gantt chart from award to completion and restorations.
- 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 city 72 hours prior to the commencement of any work.
 - Notify Water and Sewer Maintenance Division 48 hours prior to any water main shutdown.
- 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.
- 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 meet at the project site, scheduled by the Contractor, prior to commencement of any work.

SP A.10 – NOTIFICATION

The Contractor shall notify the City of Aurora a minimum of three (3) working days (72 hours) prior to starting any work on this contract.

Parking

The Contractor shall supply and post “No Parking” signs on thirty-six inch (36”) high lath 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 prior to placing “No Parking” signs. “No Parking” signs only need to be installed in areas of existing parking.

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 project.

Roadway

The Contractor shall notify the Aurora Police and Fire Departments, the appropriate School District, and the Pace Bus Service twenty-four (24) hours prior to the closure of any road or lane of traffic.

Water

Should it be necessary, the Contractor shall notify the City of Aurora's Water and Sewer Maintenance Department, at (630) 256-3710, to request a shut-down of existing water supply a minimum of forty-eight (48) hours in advance.

The Contractor shall hand deliver written notice to all residences and/or businesses a minimum of twenty-four (24) hours prior to shutting down water mains or affecting continuous water supply.

SP A.11 – UTILITIES

The City will coordinate the disconnection of all utilities other than water and sewer, including electrical, gas, and telecommunications. All such required disconnections will be completed prior to commencement of the demolition services included in this contract. It is the Contractor's responsibility to properly disconnect the water and sanitary services in accordance with the applicable specifications and details herein.

SP A.12 – PERMITS

The Contractor will be required to obtain a Demolition Permit from the City of Aurora to perform this contract. A copy of the permit application is included with this RFB under Exhibits. The City's Project Manager will be available to assist in the process. All Contractors performing work within the public right-of-way must be licensed in the City of Aurora for work related to concrete, asphalt, and general excavation in the right of way. Final restoration work must be coordinated and inspected by the City's City of Aurora's Engineering Division in accordance with the City's Demolition Permit requirements

All Contractors performing work on sanitary sewer service removal must be licensed and bonded with the Fox Metro Water Reclamation District for sewer excavation and sewer construction. Disconnection of the water and sewer services must be coordinated and inspected by the Fox Metro Water Reclamation District in accordance with the City's Demolition Permit requirements.

If dumpsters are to be set in the public right-of-way, a dumpster permit must be obtained by the Contractor. If off street parking is available, dumpster(s) must be placed on site.

The fee associated with the demolition permit will be waived.

SP S.1 - 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.

Since the City of Aurora owns the property and structures to be demolished, **the City will not require construction fencing** beyond what is required for compliance with the previous paragraph.

SP S.2 - LOCATION OF UTILITIES

The Bidder, before submitting a Bid, shall carefully examine the Proposal, 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, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown 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 (J.U.L.I.E.) including the City of Aurora Electrical Department (630) 256-3821, Water and Sewer Department (630) 256-3710, Fox Metro Water Reclamation District, 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. 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 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.

SP S.3 – 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 Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," 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.

The Contractor shall submit to the City of Aurora a Traffic Control Plan for approval by the City of Aurora. The Contractor shall adhere to the approved Traffic Control Plan. The Contractor needs written approval from the City of Aurora 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 flagmen at the jobsite for the scheduled work. If satisfactory traffic control as determined by the City of Aurora is not in place, the City of Aurora shall order the work to be halted. Traffic control devices shall not be removed without prior written notice and approval of the City of Aurora.

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, 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.**

SP S.4 – DUST CONTROL & DIRT ON PAVEMENT

The Contractor shall at all times be responsible for maintaining dust-free conditions. The Contractor shall clean the pavement on Ohio St and any adjacent street of all dirt and

debris **at the end of each day's operations**, and at other times as directed by the City of Aurora by means of high pressure washing or by mechanical sweeping. The Contractor shall provide for the control of dust as specified in Section 20-2.21C of the "Standard Specifications for Water and Sewer Construction in Illinois," or by the uniform application of a dust control agent approved by the City of Aurora. 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 or demolition.

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 \$500.00 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 Contractors 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 G.1 – TREE TRIMMING, CLEARING AND GRUBBING

The work under this special provision shall consist of the clearing, grubbing, and disposal of trees, snags, logs, brush, stumps, shrubs, rubbish and any other such material which may be necessary to facilitate demolition activities. In some instances, clearing and grubbing may include removal of concrete, wood or steel posts and fencing. Items such as these which do not require removal to facilitate the demolition of the building, garage, or ancillary structures are not required to be removed.

Trees, shrubs, sod and other vegetation designated to remain undisturbed shall be protected from damage throughout the construction period. The Contractor shall be responsible for the repair or replacement of vegetation damaged by the Contractor's operations.

Earth fill, stockpiling of materials or vehicle parking shall not be allowed within the area of the drip line of the protected vegetation. Vegetation damaged due to disturbances under the drip line shall be replaced by the Contractor. Replacement vegetation must be of the same species, size and condition unless a substitution is approved by the *City of Aurora*.

Any superficial damage such as cuts, skins, scrapes or bruises to the bark of protected vegetation shall be carefully trimmed and treated using locally acceptable procedures. Limbs or branches, one half (½ ") inches or greater, which are broken or otherwise severed during construction, shall be cut flush at the base of the limb/branch.

Roots, one inch (1") or greater, which are broken or otherwise severed during construction, shall have their ends cut smoothly and perpendicular to the root. Roots exposed during excavation or other operations shall be covered with moist soil as soon as possible to prevent the roots from drying out.

Materials removed during any clearing and grubbing operations will be disposed of off-site. The Contractor is responsible for complying with all applicable local, state or federal regulations.

The costs to the Contractor associated with this item shall be considered incidental to this contract and will not be paid for separately.

SP G.2 – INTERIOR DEBRIS/FURNITURE

The structures contain abandoned furniture and other household debris. As a requirement of this contract, all furniture, debris, and any other materials remaining inside of any of the structures shall be removed and disposed of off-site. The Contractor is responsible for complying with all applicable local, state or federal regulations. Please refer to the photographs included with this RFB as well as the table below (copied from the Notice to Bidders above) for details about the status within each location:

Address	Basement	Ancillary Structures	Driveway	Furniture/Large Debris
306 N RIVER ST	NONE	NONE	CONCRETE	SOME ITEMS

The cost to the Contractor for the removal and disposal of these item shall be included in the lump sum cost for DEMOLITION OF STRUCTURES and will not be paid for separately.

SP G.3 – DEMOLITION OF STRUCTURES

This item consists of all equipment, materials, and labor necessary to demolish buildings and to remove all debris to an appropriate disposal site. This item includes, but is not limited to: providing technical guidance and advice; preparation of reports and project management; providing on-site representation during demolition, clean up and restoration; removing inactive utility infrastructure as necessary, **removal and disposal of all buildings including the main structure, garage, and any and all ancillary structures (sheds, etc.) located on the parcels** (see Photographs included with this RFB).

The scope of demolition services requested shall include demolition and haul off all building materials to an elevation of one foot below existing ground elevation. The remaining portion of the structures (basements, crawl spaces, foundations) which extend more than one foot below grade shall be cut off and left in place. The underground portion of the structure shall be demolished as follows:

- Basement walls shall be cut off and removed to a depth of one foot below grade
- All items within the basement shall be removed and disposed of, leaving only the walls (below one foot), footings and floor slab
- Basement slabs shall be intermittently broken to allow any water which may accumulate to drain out of the bottom
- Backfilling of basements with clean fill materials or excavated materials that meet the requirements of a Clean Construction and Demolition Debris (CCDD) landfill facility in accordance with Special Provision – Backfill and Fill.
- Disconnection and removal of water and sewer services and appurtenances at the main.

All Asbestos Containing Materials (ACM) that require abatement will be removed prior to the commencement of this demolition contract.

The Contractor shall furnish, in a clean condition, all equipment used for purposes of removal, temporary storage, and transportation of demolition debris. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

The Contractor shall be responsible for transporting and disposing of all demolition debris from the job site to an appropriately permitted recycling and/or landfill facility. The transporter and the vehicles used for transportation shall comply with all federal, state, and local rules and regulations governing the transportation of 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 regards to Clean Construction and Demolition Debris. The City will not provide the Contractor with a Clean Construction and Demolition Debris (CCDD) landfill facility.

The disposal of any demolition debris and/or associated materials (including wastes, effluents, trash, garbage, oil, grease, chemicals, etc.) in undesignated areas within the project will not be permitted. The Contractor shall remove any demolition debris and/or associated materials placed in authorized areas and restore the area to its original condition.

The Contractor shall also 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 pavements, 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 will not be allowed.

All disturbed areas will be finished with six inches (6") of pulverized black dirt, graded to provide sufficient stormwater seeded and blanketed (as necessary). The Contractor will maintain the work area in as clean and orderly condition as possible during operations. All debris including scraps and packaging materials are to be removed from the work area daily. The Contractor will be responsible for removal and lawful disposal of any hazardous materials such as solvents, paints, and adhesives. The area to remain will be covered with topsoil and seeded. The Contractor will remove all existing concrete on the structure with the exception of the shared driveway and apron as depicted in Exhibit 1.

This work shall be paid for at the contract unit price of **LUMP SUM (LS) for DEMOLITION OF STRUCTURES.**

SP G.4 – PAVEMENT REMOVAL

The work shall consist of the complete removal, regardless of thickness, and off-site disposal of the hot-mix asphalt, portland cement concrete, aggregate surface course and aggregate base course of all paving areas including driveways, walkways, pads and parking surfaces. The work shall be in accordance with the applicable portions of Article 440 of the Standard Specifications, except as modified herein.

The Contractor is responsible for complying with all applicable local, state or federal regulations.

Pavement removal shall be paid for at the contract unit price of **LUMP SUM (LS) for PAVEMENT REMOVAL.**

SP G.5 - WATER FOR CONSTRUCTION PURPOSES

City water for construction and demolition purposes will be available to the Contractor at his cost according to the prevailing rates in effect at the time. The Contractor shall secure a City water meter by presenting a deposit for \$1,750.00 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 Social Security Number or Tax ID number will be required. The Contractor will take the resulting forms to the Main Pumping Station located at Route 25 and Indian Trail Road where the City water meter shall be provided. The Contractor will be fined, according to ordinance, which will be deducted from monies due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use.

SP G.6 – SITE GRADING

This work shall be in conformance with Articles 202 and 204 in the Standard Specifications and will provide uniform grade areas within limits of grading under this section, including adjacent transition areas to the limits of the property. Contractor shall smooth finished surfaces within specified tolerances and compact with uniform levels or slopes between points and existing grades.

Contractor shall finish surfaces free from irregular surface changes, and as follows:

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below required subgrade elevation.

Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

All disturbed areas will be finished with six inches (6") of pulverized black dirt, graded to provide sufficient stormwater drainage, seeded and blanketed (as necessary) in accordance with Special Provision – Seeding – Aurora Mix.

The costs to the Contractor associated with this item shall be considered incidental to this contract and will not be paid for separately.

SP G.7 – REMOVAL / ABANDONING OF SANITARY SEWER SERVICES

This work shall consist of disconnecting and abandoning the existing sanitary sewer services to the sanitary sewer main in accordance with the details (Exhibit III-G-4), City of Aurora, and Fox Metro Water Reclamation District requirements.

The Contractor shall locate the point of connection between the sewer service and sewer main. The contractor shall erect the appropriate traffic control standards based on the location of the work areas in relation to vehicular and pedestrian traffic. The Contractor shall then expose the existing connection of the service at the main.

If a tee or wye was used to connect the old service to the main and said tee or wye is in sound condition, Contractor shall snap off the service pipe one foot (1') from the main. A mechanical twist plug shall be installed six inches (6") inside the service pipe and the remaining pipe filled with mortar or concrete. Contractor shall then plug the end of the abandoned service pipe with a non-shrink grout.

If the existing connection was a break-in connection and the break-in connection is in sound condition, Contractor shall snap off the service pipe one foot (1') from the main. A mechanical twist plug shall be installed six inches (6") inside the service pipe and the remaining pipe filled with mortar or concrete. Contractor shall then plug the end of the abandoned service pipe with a non-shrink grout.

If the existing tee, wye, or break-in connection is not in sound condition, the tee, wye, or break-in connection shall be removed completely and a connection to the existing sanitary sewer shall be made using a non-shear mission coupling.

Regardless of connection type at the main, the upstream side of the service shall be closed with non-shrink grout at the limit of the section of pipe that will remain in place.

See the appropriate details and Special Provisions for Saw cutting, Temporary Pavement Surface, Hot Mix Asphalt Pavement, Backfill and Fill, Compaction Requirements, Seeding and any other restoration items as required to reconstruct the project site after disconnecting the service. The Contractor is responsible for complying with all applicable local, state, or federal regulations regarding the disposal of materials associated with this work.

This work shall be paid for at the contract unit price of **LUMP SUM (LS) for SANITARY SEWER SERVICE ABANDONMENT – TYPE A**, which price shall include all necessary labor, equipment and materials to complete the abandonment as described herein, including all traffic control, exposing the connection for inspection, abandonment as described above, disposal of any excavated material not suitable for re-use and backfilling with existing material (when appropriate) or select granular material.

SP G.8 – REMOVAL / ABANDONING OF WATER SERVICES

This work shall consist of disconnecting and abandoning the existing water services for the structures to be demolished in accordance with City requirements and the details (Exhibit III-G-1). The Contractor shall have the location of the main, curb stop and service line identified by the City as part of the J.U.L.I.E. locate. Based on the location of any areas of excavation, the Contractor shall erect the appropriate traffic control standards based on the location of the work

areas in relation to vehicular and pedestrian traffic. The Contractor shall then expose the existing connection of the service at the main.

The corporation stop and connection point to the main shall be inspected. If no leaks are detected and the corporation stop is in sound condition, the corporation stop may be turned off. The service line shall then be removed from the fitting. A brass disc shall be inserted into the corporation stop and a compression nut installed.

In cases where a corporation stop is leaking, cannot be plugged, cannot be turned off, or any other substandard condition is identified, the corporation stop shall be removed, and a City furnished repair sleeve shall be installed. If the main is to be fully shut down during the installation of the repair sleeve, additional coordination with the City of Aurora's Water and Sewer Maintenance Division will be required for an emergency shut down. No additional compensation will be provided in the event that a sleeve is used in lieu of plugging the existing corporation stop, or for any delays associated with the emergency shut down. In addition to the disconnection at the main, the existing b-box shall be removed entirely and disconnected from the service line.

See the appropriate details and Special Provisions for saw cutting, Temporary Pavement Surface, Hot Mix Asphalt Pavement, Backfill and Fill, Compaction Requirements, Seeding and any other restoration items as required to reconstruct the project site after disconnecting the service. The Contractor is responsible for complying with all applicable local, state, or federal regulations regarding the disposal of materials associated with this work.

This work shall be paid for at the contract unit price of **LUMP SUM (LS) for WATER SERVICE ABANDONMENT – TYPE A**, which price shall include all necessary labor, equipment and materials to complete the abandonment as described herein, including all traffic control, exposing the connection for inspection, plugging the corporation stop (or removing the corporation stop and installing a City furnished repair clamp), removing the curb stop, disposal of any excavated material not suitable for re-use and backfilling with existing material (when appropriate) or select granular material.

SP G.9 – BACKFILL AND FILL

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 City of Aurora. This work shall consist of placing acceptable soil material in layers to required subgrade elevations, for each area classification listed below. Fill shall be placed and properly compacted within the limits of any structure to an elevation 6" below finished grade. Fill materials shall be approved by the City of Aurora and shall be compacted in accordance with the applicable special provision.

1. Under walks and pavements, and 2' in either direction, use approved excavated material or select granular material.
2. Backfill excavations as promptly as work permits; protect excavations per appropriate standards until backfilled.
3. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.
4. Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment and not more than 4" in loose depth for material compacted by hand-operated tampers. Place backfill and fill

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

Trench Backfill for Utility Abandonments

Trench backfill shall be placed in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois" and the applicable details (Exhibits III-A-1 and III-C-1). Place Trench Backfill material to required elevations, for each area classification listed below:

Under grassed areas:

Satisfactory excavated or borrow material, approved by the City of Aurora.

Under pavements:

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

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

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

SP G.10 – 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.

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 City of Aurora to insure 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.

Mechanical Compaction

Mechanical compaction shall be performed in accordance with the Standard Specifications for Water and Sewer Construction in Illinois.

The cost of compacting the trench backfill and backfill shall not be paid for separately but shall be considered incidental to the contract.

SP R.1 – SAW CUTTING

When called for on the plans or where directed by the City of Aurora, 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 City of Aurora.

The saw cutting shall be performed on all sides of the trenches for the abandoning of underground utility services. This work shall be performed prior to the commencement of excavation. 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 project.

SP R.2 - 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 Contractors failure to temporarily or permanently restore public property as required.

PRIOR TO THE REMOVAL OF ANY PAVEMENT, 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.

Parkways

Parkways must be graded to meet existing grade and cleaned of any construction debris immediately following excavation.

Local Streets and Minor Collectors

The Contractor shall place cold mix at street intersections, and/or at other locations as directed by the City of Aurora the same day of excavating the pavement in accordance with the details (Exhibit II-C-1). Cold Mix 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 City of Aurora. 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. Holes shall be backfilled or steel-plated over weekends and holidays.

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 City of Aurora in accordance with the details (Exhibit II-C-1). 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 City of Aurora. 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 City of Aurora, 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 daily 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 permanent patch to City specifications must be in place as soon as possible.

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 City of Aurora, shall work with special-needs residents, businesses, and services to assure they have special access to traffic and/or special vehicles at all times.

This work shall not be paid for separately but shall be considered incidental to the project.

SP R.3 – HOT MIX ASPHALT PAVEMENT

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 Standard Specifications and as shown on the details (Exhibit II-C-2).

The cut faces of the existing pavement shall be primed with RC-70.

Damages to existing pavement due to construction traffic and track machinery shall be repaired according to these specifications, to the limits directed by the City of Aurora. 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.

Work in the public right-of-way, including underground utility work, pavement surface restoration, PCC curb & gutter, and PCC sidewalk shall not be completed between October 31st and April 1st the following year. No exceptions will be made for placement of surface course on public roads.

This work shall be paid for at the contract unit price of **LUMP SUM (LS) for HMA PAVEMENT REMOVAL & REPLACEMENT**, which price shall include all necessary labor, equipment and materials necessary for installation as specified herein.

SP R.4 – P.C.C. CURB AND GUTTER

This work shall consist of the removal of existing and the installation of new combination P.C.C. (Portland cement concrete) curb & gutter of the type and size matching that which exists, or as directed by the City of Aurora, by method and materials specified in Articles 606 and 1020 of the Standard Specification. The new combination P.C.C. curb and gutter shall be installed at locations where the work has caused damage or loss of the existing curb and at depressed curb driveway aprons being removed in accordance with the details (Exhibits II-C-4, II-C-5, and II-C-12).

Removal of P.C.C. curb and gutter shall include saw cutting full depth where construction or expansion joints are not available.

Construction of combination P.C.C. curb and gutter shall include:

1. The excavation for, the supplying and placement of, four inches (4") compacted CA-7 Aggregate base. The compacted curb subgrade shall be shaped parallel to the curb flow line and positively drained to the inlets and catch basins so that any water, if applied, would not pocket in this subgrade.
2. The placement of Class "SI", P.C.C. (Portland cement concrete) per the details.
3. The placement of reinforcement and the drilling and placement of dowel bars with grease caps into the existing adjoining concrete per the details.
4. The placement of contraction joints, expansion joints, and construction joints per the details.
5. The application of curing compounds for Portland cement concrete per the details.
6. The backfilling of curb & gutter with material approved by the City of Aurora.

See the appropriate details and Special Provisions for Saw cutting, Temporary Pavement Surface, Hot Mix Asphalt Pavement, Backfill and Fill, Compaction Requirements, Seeding and any other restoration items as required to reconstruct the project site after removal and replacement of the curb and gutter. The Contractor is responsible for complying with all applicable local, state, or federal regulations regarding the disposal of materials associated with this work.

Work in the public right-of-way, including underground utility work, pavement surface restoration, PCC curb & gutter, and PCC sidewalk shall not be completed between October 31st and April 1st the following year.

This work shall be paid for at the contract unit price of **LUMP SUM (LS) for P.C.C. CURB & GUTTER REMOVAL & REPLACEMENT**, which price shall include all necessary labor, equipment and materials necessary for installation as specified herein.

SP R.5 – SEEDING - AURORA MIX

This work shall consist of re-establishing swales and ditch lines, furnishing and placing six inches (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 across the entire site and at other locations designated by the City of Aurora 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 City of Aurora.

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 City of Aurora a minimum of 48 hours prior to performing any landscape restoration. The Contractor shall demonstrate to the City of Aurora seeding and fertilizer applications rates prior to performing this work. Documentation regarding seed mixtures and fertilizer concentrations shall be provided to the City of Aurora 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.

This work shall be paid for at the contract unit price of **LUMP SUM (LS) for SEEDING – AURORA MIX**, which price shall include all necessary labor, equipment and materials, including pulverized top soil, loose straw mulch covered with hydraulic mulch, and all other appurtenances necessary for installation as specified herein.

SP R.6 – P.C.C. SIDEWALK

This work consists of removing the existing public sidewalk and placing a P.C.C. (Portland cement concrete) sidewalk in accordance with Section 424 and 440 of the Standard Specifications and as directed by the City of Aurora. The new combination P.C.C. sidewalk shall be installed at locations where the work has caused damage or loss of the existing public sidewalk.

All public sidewalks shall be constructed of concrete with the following specifications.

1. The concrete used shall be Class "SI" concrete. Membrane curing shall be applied as specified in Section 1020.13(a) (4) of the State of Illinois "Standard Specifications for Road

and Bridge Construction", latest edition. W. R. Meadows CS-309 Cure & Seal, or approved equal such as Okon S-20, shall be used per manufacturer's specifications.

2. The base shall be four inches (4") of compacted crushed stone base on a dry natural or compacted subgrade. In no case shall the base be placed on a subgrade of topsoil or other unsuitable material.
3. The sidewalk shall be five feet (5') wide and shall be placed within the right-of-way, one foot from the property line. The sidewalk shall be placed a minimum of five inches (5") thick. At all residential drive locations and at all sidewalk curb ramp locations, this minimum thickness shall be six inches (6"). At all commercial drive locations this minimum thickness shall be eight inches (8").
4. The surface finish shall be a light broom finish.
5. The sidewalk shall be constructed with contraction 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.
6. 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 at regular intervals of one hundred feet (100').
7. Class SI concrete, as specified in the IDOT "Standard Specification for Road and Bridge Construction", shall be used on all sidewalks. A receipt from the concrete supplier with this information and the location and date of the pour shall be submitted to the City prior to any City approvals of said work.
8. The Contractor shall notify the City of Aurora forty-eight (48) hours prior to placing the concrete for an inspection of the base and formwork.
9. Sidewalk shall be designed at a one- and one-half percent (1.5%) cross slope.
10. Sidewalk located in the right-of-way shall be designed and constructed according to Public Right-of-Way Accessibility Guidelines (PROWAG), or the current ADA guidance for facilities in the right-of-way.

Work in the public right-of-way, including underground utility work, pavement surface restoration, PCC curb & gutter, and PCC sidewalk shall not be completed between October 31st and April 1st the following year.

This work shall be paid for at the contract unit price of **LUMP SUM (LS) for P.C.C. SIDEWALK REMOVAL & REPLACEMENT**, which price shall include all necessary labor, equipment and materials necessary for installation as specified herein.

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 2, 2013

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 three 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 name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. 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 tenth 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 CITY OF AURORA

Wherever the word City of Aurora is used in these specifications, it shall be interpreted to mean the City of Aurora 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 Illinois Department of Transportation.

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 City of Auroras.

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 City of Aurora 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 City of Aurora, 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 City of Aurora.

SECTION 3 CONTROL OF THE WORK

3.1 AUTHORITY OF THE CITY OF AURORA

The City of Aurora 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 City of Aurora 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 City of Aurora. 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 City of Aurora 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 City of Aurora 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 City of Aurora, 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 City of Aurora or his authorized representative. The superintendent or foreman shall have full authority to execute the order and/or directions of the City of Aurora 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 RESERVED

3.8 INSPECTION

The City of Aurora 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, is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the City of Aurora 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 City of Aurora. 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 City of Aurora relative to the provisions of this section, the City of Aurora 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 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.

5.3 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.

5.4 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 City of Aurora 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 City of Aurora 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.

5.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

5.6 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.

5.7 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor agrees to indemnify and save harmless the City of Aurora, 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, the City of Aurora, and their 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 and the City of Aurora as an additional insured or provide separate coverage for the City and City of Aurora with an owner's protective policy. All Insurance provided by Contractor, extending to Owner and City of Aurora as additional insurance, shall be primary and insurance maintained by Owner and City of Aurora shall be excess and not contributing with Contractor's insurance. The minimum amounts of insurance shall be in accordance with paragraph 30 of the Instructions to Bidders.

The coverage and amounts 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.

5.8 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 City of Aurora 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 City of Aurora 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 of Aurora, 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 City of Aurora, 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 CITY OF AURORA 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 CITY OF AURORA 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 CITY OF AURORA, 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 City of Aurora'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 CITY OF AURORA, 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 and prevailing wage documentation for amounts requested on previous payment requests.
- (3) CONTRACTOR's waivers of lien.

The CONTRACTOR's request will be reviewed by the CITY OF AURORA and if the CITY OF AURORA 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 CITY OF AURORA 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 CITY OF AURORA 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 CITY OF AURORA 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.

BID BOND FORM

Bid Bond MUST be uploaded electronically via the City's E Procurement System, OpenGov.



**Illinois Department
of Transportation**

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

(Company Name)

(Company Name)

By: _____
(Signature and Title)

By: _____
(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

(Name of Surety)

By: _____
(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