CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____("Effective Date"), for the Church Road Elevated Water Storage Tank Rehabilitation (Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Era-Valdivia Contractors, Inc. ("Bidder"), located at 11909 South Avenue O Chicago, IL 60617.

WHEREAS, the City issued an Invitation to Bid ("ITB") on December 19, 2025 for the Church Road Elevated Water Storage Tank Rehabilitation; and

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

WHEREAS, on _____, the City awarded a contract to Bidder, _____.

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

1. Agreement Documents.

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

Invitation to Bid 25-221 .

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

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq*.) upon receipt of the invoice.

5. Performance of Services.

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

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

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

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

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

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

CITY OF AURORA, ILLINOIS	(Contractor) Era-Valdivia Contractors, Inc.
	J. G. Valdivia
SIGNATURE	SIGNATURE
Jolene Coulter	Jose G. Valdivia
FULL NAME	FULL NAME
	1/21/2026
DATE SIGNED	DATE SIGNED
Director of Purchasing	President
TITLE	TITLE

CITY OF AURORA

CHURCH ROAD ELEVATED WATER STORAGE TANK REHABILITATION

EXHIBIT 1

(INVITATION TO BID 25-221)

City of Aurora, IL

CHURCH ROAD ELEVATED WATER STORAGE TANK REHABILITATION

25-221

RELEASE DATE: December 19, 2025

DEADLINE FOR QUESTIONS: January 14, 2026

RESPONSE DEADLINE: January 21, 2026, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/aurorail

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INSTRUCTIONS TO BIDDERS

1. SUMMARY

The City of Aurora, IL is seeking a qualified contractor to rehabilitate the Church Road Elevated Water Storage Tank. The work consists of furnishing all labor, machinery, tools, rigging, brushes, material, equipment, bonds and insurance necessary to improve and rehabilitate the Church Road Elevated Water Storage Tank. The work includes cleaning, sandblasting, power tool cleaning, including proper handling and disposal of spent blast residue and other material, performing repairs and modifications to steel components, coordinating with Corrpro and installing any required cathodic protection system components, and painting the interior and exterior of a 1,500,000 gallon fluted column elevated water storage tank. The work also includes disinfection and sampling as required to place the elevated tank back in service, as well as proper containment of blast and paint residue and clean-up of the site.

2. TIMELINE

Release Project Date:	December 19, 2025
Pre-Proposal Meeting (Mandatory):	January 6, 2026, 10:00am 2680 Church Rd., Aurora, IL 60502
Question Submission Deadline:	January 14, 2026, 11:00am
Response Submission Deadline:	January 21, 2026, 11:00am

3. ACCEPTANCE OF BID PROPOSALS

a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at https://procurement.opengov.com/signup. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**

b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for

the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

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

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

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

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

4. RECEIPT OF BID PROPOSALS

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

5. WITHDRAWAL OF BID PROPOSALS

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

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

6. BID DEPOSIT

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

7. AWARD

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

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

8. PRICES

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

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

9. DISCOUNTS

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

10. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

11. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

12. SIGNATURES

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

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

13. DEMONSTRATIONS

Bidders are required, if requested to do so, to affect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

14. REFERENCES

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

15. ELIGIBILITY

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

16. DATA

Complete and detailed brochures and vehicles, equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

17. QUESTIONS

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

No questions will be accepted or answered verbally.

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

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

18. Illinois Freedom of Information Act

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

GENERAL REQUIREMENTS

1. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed Bid in writing with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

2. MANDATORY SITE VISIT

The site visit will start promptly at 10:00 am Tuesday, January 6, 2026, at 2680 Church Rd., Aurora, IL 60502. There will be no late admissions. If the bidder is not present at the start of the meeting, they will not be allowed to participate in the solicitation

3. CITY'S AGENT

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

4. BONDS AND INSURANCE

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

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

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

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

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

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

5. INVESTIGATION

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

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

6. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among Bidders.

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

7. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so by submitting all inquiries via the City's E Procurement System, OpenGov, but all specification deviations must be clearly stated. Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid via the City's E Procurement System by the designated date and time. All answers to inquiries, including requests for alternates or substitutions, will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the interested bidder to ensure they have received addendum, if any issued. The Purchasing Director reserves the right to rule upon

specification deviation in a manner as best befits the needs of the City. The Purchasing Director will reject all deviations that amount to material nonconformity with the specifications of the Bid Proposal.

8. PAYMENT

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

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

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

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

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

PurchasingDL@aurora.il.us

or Mail to the following address:

City of Aurora

Attn: Purchasing Division

44 E. Downer Place

Aurora, IL 60507

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

9. DEFAULT

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

10. INSPECTION

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

11. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

12. CANCELLATION

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

13. PERMITS AND LICENSES

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

14. PATENT

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

This Bid shall be governed by and construed according to the laws of the State of Illinois.

16. INSURANCE AND HOLD HARMLESS PROVISION

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

holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

1. Workers' Compensation:
   A. State Statutory
   B. Federal Statutory
   C. Employer's Liability $ 500,000
   D. Bodily Injury, each employee $ 500,000
   E. Bodily Injury by Disease, each employee $ 500,000
2. Contractor's Commercial General Liability:
   A. General Aggregate $ 2,000,000
   B. Products – Completed Operations Aggregate $ 2,000,000
   C. Personal and Advertising Injury $ 1,000,000
   D. Each Occurrence (Bodily Injury and Property Damage) $ 1,000,000
   E. Damage to Rented Premises (each occurrence) $ 50,000
   F. Medical Expenses $ 5,000
3. Automobile Liability:
   A. Combined Single Limit $ 1,000,000
4. Excess or Umbrella Liability:
   A. Per Occurrence $ 5,000,000
   B. General Aggregate $ 5,000,000
5. Contractor's Pollution Liability:
   A. Each Occurrence $ 5,000,000
   B. General Aggregate $ 5,000,000
6. Additional Insureds:
   A. In addition to Owner and Engineer, include as additional insureds the following: N/A
7. Contractor's Professional Liability:
   A. Each Claim $ N/A

B. Annual Aggregate $ N/A

8. Builder's Risk:

A. Each Occurrence $ N/A

B. General Aggregate $ N/A

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

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

17. WORKERS COMPENSATION ACT

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

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

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

18. PERSONNEL AND EQUIPMENT

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

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

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

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

19. LOCAL BIDDER PREFERENCE

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

20. MINORITY PARTICIPATION

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

21. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, 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 Bid.

22. TIME

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

23. SPECIAL CONDITIONS

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

24. REGULATORY COMPLIANCE

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

25. PROTECTION AND RESTORATION OF PROPERTY

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

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

26. RESPONSIBLE BIDDER

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

27. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the

capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

28. GUARANTEE AND MAINTENANCE OF WORK

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

29. CONTRACT

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

SCOPE OF WORK

1. Project Manual

Please see Attachment A - Project Manual - Church Rd EWT Rehab Bid No 25-221 AU2501 for full scope of work.

2. Description of Project

The Work consists of furnishing all labor, machinery, tools, rigging, brushes, material, equipment, bonds and insurance necessary to improve and rehabilitate the Church Road Elevated Water Storage Tank. The work includes cleaning, sandblasting, power tool cleaning, including proper handling and disposal of spent blast residue and other material, performing repairs and modifications to steel components, coordinating with Corrpro and installing any required cathodic protection system components, and painting the interior and exterior of a 1,500,000 gallon fluted column elevated water storage tank. The work also includes disinfection and sampling as required to place the elevated tank back in service, as well as proper containment of blast and paint residue and clean-up of the site.

PRICING TABLE

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EXTERIOR PAINTING COMPLETE (WITH CONTAINMENT)	1	LS		
2	INTERIOR PAINTING COMPLETE (WET AREA)	1	LS		
3	INTERIOR PAINTING COMPLETE (DRY AREA)	1	LS		
4	LETTERING AND LOGO	1	LS		
5	WASTE DISPOSAL - NON HAZARDOUS	550	TON		
6	WASTE DISPOSAL - HAZARDOUS	50	TON		
7	FURNISH AND INSTALL MANWAY AND HATCH ON CONDENSATE PLATFORM	1	LS		
8	REMOVE AND REPLACE LADDER TO CONDENSATE PLATFORM	1	LS		
9	MOVE ELECTRICAL CONDUIT WIRING & BRACKETS	1	LS		
10	REMOVE AND DISPOSE OF EXISTING ROOF LADDER	1	LS		
11	FURNISH AND INSTALL ROOF HANDRAIL	1	LS		
12	ROOF MANWAY IMPROVEMENTS AND ACCESS TUBE AIR GAP	1	LS		
13	WELD REPAIR - HOLES	5	EA		
14	WELD REPAIR - BROKEN WELDS	25	IN		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	SEAL WELD SHELL STIFFENING ANGLES	1	LS		
16	FURNISH AND INSTALL RISER SAFETY HANDRAIL	1	LS		
17	REMOVE AND REPLACE FALL PREVENTION DEVICE	1	LS		
18	FURNISH AND INSTALL OVERFLOW FLAP GATE	1	LS		
19	CONDENSATE DRAIN MODIFICATIONS	1	LS		
20	VALVE PIT LADDER AND HATCH MODIFICATIONS	1	LS		
21	CONCRETE REPAIR	1	LS		
22	GROUT REPAIR	1	LS		
23	WELD REPAIR - CORROSION PITS	100	SQIN		
24	PIT FILLING, APPLIED	10	GALLON		
25	INSTALL WELDED STEEL CAPS OVER ABANDONED CATHODIC PROTECTION ANODE HOLES	35	EA		
27	REMOVE AND REPLACE RAFTER BOLTS	36	EA		
28	ROOF STRUCTURE REPAIR - REPLACE RAFTER	10	LF		
29	GARAGE DOOR MODIFICATIONS	1	LS		
30	REPLACE MAN DOOR AND FRAME	1	LS		
31	REPAIR LOUVERED VENTS	4	EA		
32	REPLACE LOUVERED VENTS	1	EA		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
33	TANK DISINFECTION, SAMPLING AND BACTERLOGICAL TESTING	1	LS		
34	TIE OFF ANCHORS	23	EA		
TOTAL					

ALLOWANCE

Line Item	Description	Unit of Measure	Unit Cost
35	ITEMS ORDERED BY THE ENGINEER	Allowance	$70,000.00
36	FURNISH AND INSTALL CATHODIC PROTECTION SYSTEM	Lump Sum	$36,135.00

VENDOR SUBMISSIONS

1. Bid Deposit*
Please download the below documents, complete, and upload.

- Bid_Bond_Form_WTP.pdf

*Response required

2. Proposal Form*
Please download the below documents, complete, and upload.

- Proposal_Form_-_Church_Road...

*Response required

3. Contact Information*
Please download the below documents, complete, and upload.

- COA_Contact_Information.docx

*Response required

4. References*
Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

*Response required

5. Sub-Contractor List*
Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

*Response required

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

☐ Please confirm

*Response required

7. Bidder's Tax Certification*

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

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

☐ Please confirm

*Response required

8. Bidder's Certification*

I/We hereby certify that:

A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.

B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.

C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current “Prevailing Rate” of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of “bid rigging” or “bid rotating” of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of $25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

☐ Please confirm

*Response required

9. Apprenticeship or Training Program Certification*

Please download the below documents, complete, and upload.

- Aurora_Training_Program_Cer...

*Response required

10. Union/Apprenticeship Requested Documentation*
Please provide verification letter like sample attached.

- Apprenticeship_Program_Lett...

*Response required

11. Local Vendor Preference Application*
Please download the below documents, complete, and upload.

- COA_2024_Local_Preference_V...

*Response required

12. Standard City of Aurora Contract*
Please download the below documents, complete, and upload.

- Sample_Standard_Contract_IT...

*Response required

13. Additional Information

PROJECT MANUAL
FOR
CHURCH ROAD ELEVATED WATER STORAGE TANK REHABILITATION
BID NO. 25-221

City of Aurora, Illinois

December 2025

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, IL 60554
630/466-6700

CITY OF AURORA, ILLINOIS
CHURCH ROAD ELEVATED WATER
STORAGE TANK REHABILITATION

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APPENDIX	DESCRIPTION
1	SITE EXHIBIT
2	PAINT SAMPLE REPORT
3	CORRPRO PROPOSAL
4	DETAILS
5	LOGO EXHIBIT
6	CHURCH ROAD TANK ENGINEERING PLANS
7	SOILS REPORT
8	HALLIDAY HATCH DETAIL

CITY OF AURORA, ILLINOIS
CHURCH ROAD ELEVATED WATER STORAGE TANK REHABILITATION
CONTRACTING REQUIREMENTS

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CONTRACTING REQUIREMENTS
Document 00550 - Notice to Proceed

Dated _____, 20 ___

TO: _____

OWNER'S PROJECT NO. _____

PROJECT: _____

_____

CONTRACT FOR: _____

_____

You are notified that the Contract Time under the above contract will commence to run on _____

_____, 20_____. By that date, you are to start performing the Work and your other obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are set forth in the Agreement; they

are _____, 20_____and _____

_____, 20_____, respectively.

Before you may start any Work at the site, you must deliver to the ENGINEER certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Work at the site must be started by_____, 20_____as indicated in the Contract Documents.

_____
(Owner)

BY_____
(Authorized Signature)

_____
(Name)

_____
(Title)

ACCEPTANCE OF NOTICE
Receipt of the Notice to Proceed is hereby acknowledged,

by_____,

this the_____day of_____, 20_____.

By _____
(Signature)

_____
(Name)

_____
(Title)

END OF DOCUMENT

SUBMITTAL TRANSMITTAL

CITY OF AURORA, ILLINOIS
CHURCH ROAD ELEVATED
WATER STORAGE TANK
REHABILITATION

DATE:_____ SUBMITTAL NO._____

FROM: TO: CITY OF AURORA
C/O Engineering Enterprises, Inc.
52 Wheeler Road, Sugar Grove, IL 60554

VENDOR:

_____ This is: An original submittal:_____ A revised submittal _____
_____ Previous Submittal No._____ No. of submittal copies ____

SUBJECT OF SUBMITTAL: SPECIFICATION AND/OR DRAWING NUMBER:

_____ _____

_____ _____

_____ _____

We have verified that this submittal contains all applicable material and information required for evaluation against the project specifications. Furthermore, we submit these items, which comply with the plans and specifications.

Check One: _____with no exceptions,_____except for the following deviations:

NO. DEVIATIONS

_____ _____
_____ _____
_____ _____

CONTRACTOR'S AUTHORIZING STAMP	ENGINEER'S REVIEW STAMP
(Contractor's Authorized Signature)	

ADDITIONAL COMMENTS FROM SIDE 1:

END OF DOCUMENT

APPLICATION FOR PAYMENT

Application No. Date: Period: To:

Project Name: City of Aurora, Illinois Project No.: AU2501
Church Road Elevated Water Storage Tank Rehabilitation
Owner: City of Aurora, Illinois

Contractor:

P.O. number:

Application is made for Payment, as shown below, in connection with the above referenced Project. Attached sheets summarize Change Orders and itemize work according to the Bid Schedule.

Original Contract Sum	$_____
Net Change by Change Orders..... (See attached Summary Sheet)	$_____
Contract Sum To Date.....	$_____

Total Completed & Stored to Date.....	$_____
Retainage_____%.....	$_____
Total Earned Less Retainage.....	$_____
Less Previous Certificates For Payment.....	$_____
CURRENT PAYMENT DUE.....	$_____

The undersigned Contractor certifies that the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates For Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR:

By:_____ Date:_____

State of_____, County of_____:

Subscribed and sworn to before me this_____day of_____, 20 _.

Notary Public:_____My Commission Expires:_____

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

By:_____. Engineering Enterprises, Inc.
(Signature) (Engineer)

_____ Date:_____
(Name Typed)

By:_____CITY OF AURORA, ILLINOIS
(Signature) (Owner)

_____ Date:_____
(Name Type)

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

PAY APPLICATION CONTINUATION SHEET

PROJECT: City of Aurora, Illinois
Church Road Elevated Water Storage Tank Rehabilitation

TO OWNER: City of Aurora, Illinois
FROM CONTRACTOR:
CONTRACT FOR:
ENGINEER: Engineering Enterprises Inc.

APPLICATION NO.:
APPLICATION DATE:
PERIOD FROM: TO:
ENGINEERS PROJECT NO.: AU2501
P.O. NUMBER:

A	B	C	D		E	F	G	H
Names of the Contractor, Sub-contractor & Material Suppliers for the Work	Description of Work (Use same breakdown as Contractor's Sched. of Values)	Total Contract to Date. Schedule of Values Plus Change Orders	Work Completed & Material Stored %	Dollar Value	Total Retained Including this Application	Previous Payments	New Amount Requested. Col. D minus (Col. E & F)	Balance to Become Due. Col. C minus (Col. F & G)
TOTAL OR SUBTOTAL								

CHANGE ORDER

No._____

PROJECT City of Aurora, Illinois – Church Road Elevated Water Storage Tank Rehabilitation

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER CITY OF AURORA, ILLINOIS

OWNER'S Contract No. _____

CONTRACTOR _____ ENGINEER Engineering Enterprises, Inc.

You are directed to make the following changes in the Contract Documents.

Description: _____

Reason for Change Order: _____

Attachments: (List documents supporting change) _____

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price $_____	Original Contract Times Substantial Completion _____ Ready for final payment _____ days or dates
Net changes from previous Change Orders No. to No. ___ $_____	Net change from previous Change Orders No. ___ to No. ___ _____ days
Contract Price prior to this Change Order $_____	Contract Times prior to this Change Order Substantial Completion _____ Ready for final payment _____ days or dates
Net Increase (decrease) of this Change Order $_____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders $_____	Contract Times with all approved Change Orders Substantial Completion _____ Ready for final payment _____ days or dates

RECOMMENDED: APPROVED: ACCEPTED:

By:_____ By:_____ By:_____
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date:_____ Date:_____ Date:_____

FEDERAL AGENCY APPROVAL (where applicable):

By:_____ Date:_____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times, Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

ADDITIONAL COMMENTS FROM SIDE 1:

END OF DOCUMENT

WORK DIRECTIVE CHANGE

No. _____

Project: City of Aurora, Illinois RE: _____
Church Road Elevated Water Storage Tank Rehabilitation
Project Number: AU2501 Effective Date: _____

OWNER _____

OWNER'S Contract No. _____

CONTRACTOR _____ ENGINEER _____

You are directed to proceed promptly with the following changes:
Description: _____

Purpose of Work Directive Change: _____

Attachments: (List documents supporting change) _____

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:	Method of determining change in Contract Times:
☐ Unit Price	☐ Contractor's records
☐ Lump Sum	☐ Engineer's records
☐ Other _____	☐ Other _____
Estimated increase (decrease) in Contract Price: $_____ If the change involves an increase, the estimated amount is not to be exceeded without further authorization.	Estimated increase (decrease) in Contract Times: Substantial Completion: _____ days; Ready for final payment: _____ days. If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

AUTHORIZED:

By: _____
Owner (Authorized Signature)

Date: _____

WORK DIRECTIVE CHANGE

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the Contract Times a Field Order may be used.

B. COMPLETING THE WORK DIRECTIVE CHANGE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

> METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Directive Change is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked “Not Applicable”.
>
> METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the Contract Times and the estimated times are approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Directive Change is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked “Not Applicable”.

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer’s recommendation.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

END OF DOCUMENT

REQUEST FOR INTERPRETATION

RFI No. _____

Project: City of Aurora, Illinois
Church Road Elevated Water Storage Tank Rehabilitation
Project Number: AU2501

RE: _____

Date: _____

To: City of Aurora, c/o Engineering Enterprises Inc.
52 Wheeler Road, Sugar Grove, Illinois 60554

From: _____

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail: _____

Request:

By: _____ Date: _____

Contractor (Authorized Signature)

Response:

Response From: _____

Response To: _____

By: _____ Date: _____

Engineer (Authorized Signature)

END OF DOCUMENT

FIELD ORDER

Field Order No. _____

Project: City of Aurora, Illinois
Church Road Elevated Water Storage Tank Rehabilitation

RE: _____

Date of Issuance: _____

Effective Date: _____

To: _____

_____

From: Engineering Enterprises, Inc.

Project Number: AU2501

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Time or Contract Price.

If you consider that a change in Contract Time or Contract Price is required, submit a Change Order Request to the Engineer immediately and prior to proceeding with this portion of the Work.

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail: _____

Description of Interpretation or Change:

_____

_____

_____

_____

_____

_____

_____

By: _____ Date: _____

Engineer (Authorized Signature)

Additional Description of Interpretation or Change from Side 1:

END OF DOCUMENT

REQUEST FOR SUBSTITUTION

Project: City of Aurora, Illinois
Church Road Elevated Water Storage Tank Rehabilitation

To: Engineering Enterprises, Inc.

From: _____

Substitution Request Number: _____

RE: _____

Date: _____

Project Number: _____

Specification Title: _____ Description:

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: □New product □2-5 years old □5-10 yrs old □More than 10 years old

Differences between proposed substitution and specified product: _____

□ Itemized comparative data attached - REQUIRED BY ENGINEER

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Engineer: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: □No

□Yes; explain _____

Savings to Owner for accepting substitution: _____ ($_____).

Proposed substitution changes Contract Time: □No □Yes [Add] [Deduct]
_____ days.

Supporting Data Attached: □Drawings □Product Data □Samples □Tests □Reports □ _____

REQUEST FOR SUBSTITUTION

(Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to the design, including Engineer's redesign, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

Engineer's REVIEW AND ACTION

□ Substitution approved - Make submittals in accordance with Specification Section 01300.

□ Substitution approved as noted - Make submittals in accordance with Specification Section 01300.

□ Substitution rejected - Use specified materials.

□ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: □Contractor □Subcontractor □Supplier □Manufacturer □Engineer □_____

END OF DOCUMENT

PART 1 GENERAL

1.1 DEFINED TERMS

A. Terms which are defined in the Standard General Conditions of the Construction Contract, Engineers Joint Contract Documents Committee, (2013 Edition) have the meanings assigned to them in the General Conditions.

B. Terms which are defined in Instructions to Bidders have the meanings assigned to them in that Document included in this Contract Document by this reference.

C. Certain additional terms used in Contract Documents are defined generally in this Document.

D. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Definitions and explanations of this Section are not necessarily either complete or exclusive but are general for work to the extent not stated more explicitly in another provision of contract documents.

1.2 DEFINITIONS

A. A/E and Architect/Engineer: ENGINEER as defined in Agreement.

B. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.

C. Bidding Requirements: The portion of the Project Documents and Downloads as listed in OpenGov.

D. Contracting Requirements: The portion of the Contract Documents consisting of Documents numbered between 00550 and 00830 as listed in the Table of Contents of the Contract Documents.

E. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted", mean "directed by Engineer", "requested by Engineer", etc. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's area of construction supervision.

F. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc. as applicable in each instance.

G. General Requirements: Provisions or requirements of Division 1 Sections, General Requirements, apply to entire work of Contract and, where so indicated, to other elements which are included in project.

H. Indicated: A cross-reference to details, notes or schedules on drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the contract documents. Where terms such as "shown", "noted", "scheduled", and "specified", are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation is intended except as specifically noted.

I. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

J. Installer: Entity (person or firm) engaged by Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.

K. Project Site: Space available to Contractor for performance of work, either exclusively or in conjunction with others performing other work as part of project. Extent of project site is shown on drawings.

L. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

M. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

1.3 FORMAT AND SPECIFICATION EXPLANATIONS

A. Specification Production: None of these explanations will be interpreted to modify substance of requirements. Portions of these specifications have been produced by Engineer's standard methods of editing master specifications, and may contain minor deviations from traditional writing formats. Such deviations are a normal result of this production technique and no other meaning will be implied or permitted.

B. Format Explanation: Format of principal portions of these specifications can be described as follows; although other portions may not fully comply and no particular significance will be attached to such compliance or non-compliance.

1. Sections and Divisions: For convenience, basic unit of specification text is a "section", each unit of which is named and numbered. These are organized "divisions", which are recognized as the present industry-consensus on

uniform organization and sequencing of specifications. The section title is not intended to limit meaning or content of section, nor to be fully descriptive of requirements specified therein, nor to be an integral part of text.

2. Section Parts: Each section of specifications has been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 - General; Part 2 - Products; and Part 3 - Execution). These do not limit the meaning of and are not an integral part of text which specifies requirements.

C. Underscoring: Used strictly to assist reader of specification text in scanning test for key words in content (for quick recall). No emphasis on or relative importance of text is intended where underscoring is used.

D. Imperative Language: Used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.

E. Section Numbering: Used to facilitate cross-references in contract documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in contract documents.

F. Page Numbering: Numbered independently for each section; recorded in listing of sections (Index or Table of Contents) in Project Manual. Section number is shown with page number at bottom of each page, to facilitate location of text in Project Manual.

G. Project Identification: Project number of contract documents is recorded at bottom of each page of the specifications to minimize possible misuse of specifications, or confusion with other project specifications.

H. Specification Content: Because of methods by which this project specification has been produced, certain general characteristics of content, and conventions in use of language are explained as follows:

1. Specifying Methods: Techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic-descriptive", or "compliance with standards", "performance", "proprietary", or a combination of these. Method used for specifying one unit of work has no bearing on requirements for another unit of work.

2. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement is intended and will be enforced, unless specifically detailed language written into Contract Documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties

as to which level of quality is more stringent, to Engineer for a decision before proceeding.

a. Contractor's Option: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.

I. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances) or may exceed that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Engineer for decision before proceeding.

J. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.

K. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

L. Abbreviations: Language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated.

1. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of contract documents so indicates.

END OF DOCUMENT

PART 1 GENERAL

1.1 ILLINOIS PREVAILING WAGE ACT

A. The Illinois Prevailing Wage Act stipulates that Contractors and Contractor's subcontractors for this Public Works Contract shall pay to all laborers, workmen, and mechanics performing work under this Contract not less than the prevailing rate of wages as determined by the Illinois Department of Labor for the county where the work is performed.

B. Contractor shall prominently post the current Schedule of Prevailing Wages at the project site.

1.2 SCHEDULE OF PREVAILING WAGES

A. Copies of the current Schedule of Prevailing Wages for the county where the work is performed are available from:

1. Illinois Department of Labor
(312) 793-2800

2. Illinois Department of Labor
524 S. 2nd Street, Suite 400
Springfield, Illinois 62701

3. Illinois Department of Labor
2309 West Main Street,
Suite 115
Marion, Illinois 62959

1.3 CHANGES IN PREVAILING WAGES

A. Contractor shall notify immediately in writing all subcontractors, etc. of all changes in the Schedule of Prevailing Wages.

B. Contractor shall bear all increases in cost due to changes in the Schedule of Prevailing Wages or labor law during the bidding period and the term of the Contract without any change in the Contract Price.

C. Change Orders shall be based on the Schedule of Prevailing Wages that is applicable at the time that the Change Order work is scheduled to be performed.

END OF DOCUMENT

PART 1 GENERAL

1.1 Summary

A. This document amends the provisions in Paragraph 7.09 (Taxes) of Document 00700 - General Conditions.

1.2 ILLINOIS SALES TAX EXEMPTION

A. All materials incorporated in the Work under this Contract is exempt from the State of Illinois Sales Tax.

B. OWNER will provide evidence of tax exempt status to Contractor after award of Contract.

C. Contractor shall be responsible for providing evidence of tax exempt status to subcontractors performing portions of the Work and suppliers of materials incorporated in the Work.

END OF DOCUMENT

CITY OF AURORA,
ILLINOIS
CHURCH ROAD ELEVATED WATER
STORAGE TANK REHABILITATION

TECHNICAL SPECIFICATIONS

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DIVISION 1 -GENERAL REQUIREMENTS

Section 01010 -Schedule and Summary of Work

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. General:

1. Project name is Church Road Elevated Water Storage Tank Rehabilitation, as shown on Contract Documents prepared by Engineering Enterprises, Inc., Sugar Grove, Illinois.

2. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

3. Engineering Enterprises, Inc., 52 Wheeler Road, Sugar Grove, IL, 60554, is hereinafter called ENGINEER and will have the right and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

4. The Work will be substantially completed by October 31, 2026 as provided in paragraph 4.01 of the General Conditions and ready for final payment in accordance with paragraph 15.06 of the General Conditions by November 30, 2026. Substantial Completion shall be defined as the point at which the fluted column elevated tank is fully operational and has been placed back into service and all bid items are completed except restoration.

B. Summary by Reference:

1. The COMPLETE WORK can be summarized by reference to requirements of various contract documents, which in turn make reference to requirements of other applicable provisions which control or influence work; and these references can be summarized but are not necessarily limited to following:

   a. Executed Owner-Contractor Agreement.

   b. General and Supplementary Conditions, which are bound herewith.

   c. Drawings, which are listed in "Table of Contents" as of date of these contract documents, and bound herewith.

   d. Specifications Sections, which are bound herewith and are listed in "Table of Contents", and bound herewith.

e. Addenda and Change Orders, which will be distributed by transmittal subsequent to binding hereof.

f. Governing regulations, which have a bearing on performance of work; copies can be obtained from or reviewed at local, State or Federal Agency responsible for regulation in each case.

1.02 EXTENT OF CONTRACT

A. Extent of contract shall be defined as shown on drawings and specified herein.

1.03 ASSIGNMENT OF CONTRACT

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

1.04 SPECIFICATION AND DRAWING SECTIONS

A. Specifications and Drawings are separated into discipline sections for convenience or reference only. Contractor shall be responsible for Complete Work, implemented by his own forces and his various subcontractors. Contractor is responsible for coordination between subcontractors.

B. Further, it is not the intent that any work called out in a titled section be allocated to any specific trade. Allocation of this work to trades is considered a function of Contractor.

C. Contractor shall also be responsible for work as specifically cross-referenced in other Sections of Specifications though not specifically mentioned herein and for all information shown on drawings as applicable to their portions of work.

1.05 CONTRACTOR

A. Contractor:

1. Contractor shall be fully responsible for Complete Work of all Contract Documents including, but not limited to, providing of labor, materials and equipment necessary to furnish and install complete work as described by Specifications, Divisions 0 thru 16, and as shown on Drawings.

2. Contractor may fulfill certain parts of above obligation through several prime

Subcontractors and other subcontractors. Contractor shall be responsible for letting of subcontracts in such a manner as to produce Complete Work required by Contract Documents.

3. Contractor shall employ, establish and identify all required administrative, supervisory and operational personnel; including personnel responsible for coordination of mechanical and electrical work, necessary for adequate performance of work. Do not change or replace established key personnel, during conduct of work. Furnish to Owner's representative, in writing, the names, addresses and telephone numbers of responsible persons employed by contractors who are to be contacted in event of an out-of-hours emergency at construction site. Contractor shall provide a coordinator, in his employ, who shall coordinate all subcontracted work.

4. The CONTRACTOR is required to provide full-time, competent project supervision at any time the CONTRACTOR or any Sub-Contractor is working at the site. The supervisor shall be capable of reading and understanding the specifications, shall have full authority to execute orders, to facilitate the completion of the project, shall be responsible for scheduling, and have control of all work as the agent of the CONTRACTOR. The CONTRACTOR shall have in his possession on the project site a copy of the plans and specifications during construction. This Work is incidental to the contract.

5. At the ENGINEER’s request, the CONTRACTOR shall make equipment available to the ENGINEER to allow for the climbing of the tank for observation. This Work is incidental to the contract.

B. CONTRACTOR shall make the following representations as part of the contract Agreement:

1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary General Conditions.

3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

1.06 SCHEDULE

A. Contractor shall commence work within 10 days after date of official "Notice to Proceed" issued by Owner and achieve Substantial Completion of work within time indicated in the Proposal.

B. Contractor shall submit, within 30 days of Notice to Proceed, a proposed schedule, sequence and description of methods of construction he proposes for work. This review shall in no way limit Contractors means or methods of construction, nor shall it serve as an approval of Contractors means or methods of construction. Contractor shall at all times be responsible for means and methods of construction and all consequences resulting from those operations as required by Contract Documents. The proposed schedule and sequence shall allow for coordination among the subcontractors.

C. In general, the OWNER would like to minimize the down time of the tank. The time allowed to complete the work shall be as noted in the proposal. The OWNER recognizes there will be a number of days in which wind gusts may prevent the use of the containment system. The CONTRACTOR should anticipate this and plan to perform other tasks on these days. If there is an excessive amount of windy and inclement days precluding the use of the containment system, thereby jeopardizing completion within the time specified, the CONTRACTOR may request in writing to the ENGINEER for a time extension. The OWNER and ENGINEER will determine if a time extension is warranted.

D. The Contractor shall notify the City of Aurora, Water Production Division a minimum of ten (10) working days prior to starting any work on-site on this contract.

1.07 SPECIAL SEQUENCES

A. General-Contractor shall coordinate with the special sequences described herein in performing the work and establishing a schedule.

1. It shall be the contractor's responsibility to apply, obtain, and pay for all applicable city, county, state permits (except IEPA permits) prior to commencing work. It shall be the contractor's responsibility to conduct his

operations in such a manner so as to comply with all provisions and conditions of the permits. The Contractor shall supply the Owner with copies of all permits obtained for this project. A Building Permit is not required to be obtained from the City of Aurora.

2. The Contractor shall coordinate with others onsite for the construction of the work and site access. This includes public and private utilities contractors and representatives; potential contractors for rehabilitation of the well on-site; City personnel, and City representatives.

B. Construction Noise Control.

1. General: The Contractor shall construct all his work, use appropriate construction methods and equipment, and furnish and install acoustical barriers, all as necessary so that no noise emanating from the process of any related tool or equipment will exceed legal noise levels. In accordance with the City Code, Article VIII Noise Abatement, Section 29-205, equipment and trucks shall not be started or operated before 6:00 a.m. or after 9:00 p.m. Monday through Friday nor before 8:00 a.m. or after 6:00 p.m. Saturday and Sunday.

2. Nighttime Work: If the Contractor desires to perform any work after the hours indicated above, or any time on legal holidays, he shall obtain written permission for the Owner and all necessary permits from the appropriate agencies and make all necessary arrangements prior to commencing.

3. Mitigation of Construction Noise Impact: The Contractor shall submit to the Engineer his plans to mitigate the construction noise impacts and to comply with the noise criteria specified herein, including the method of construction, the equipment to be used, and acoustical treatments if necessary.

PART 2 PRODUCTS -NOT USED

PART 3 EXECUTION -NOT USED

PART 4 PAYMENT

4.01 INCIDENTAL WORK:

A. All work shown on the Plans, described in the applicable specifications or in the Special Provisions and not covered by a pay item, will be considered as incidental to the Contract.

END OF SECTION 01010

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DIVISION 1 - GENERAL REQUIREMENTS

Section 01011 -Site Conditions

PART 1 GENERAL

1.01 SECTION INCLUDES

A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.

1.02 INFORMATION ON SITE CONDITIONS

A. All information obtained by the Owner regarding site conditions, topography, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the Owner assumes any responsibility for the completeness or for the Contractor's interpretation of such supplementary information.

1.03 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

A. Where the Contractor's operations could cause damage or inconvenience to telephone, television, power, oil, gas, water, sewer, or any other utility, the Contractor shall make all arrangements necessary for the protection of these utilities and services.

B. The Contractor shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.

C. Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

D. The Contractor shall replace, at his own expense, any and all other existing utilities to existing structures removed or damaged during construction, unless otherwise provided for in these Contract Documents.

1.04 INTERFERING STRUCTURES

A. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground.

PART 2 PRODUCTS -NOT USED

PART 3 EXECUTION -NOT USED

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

Section 01016 -Safety Requirements and Protection of Property

PART 1 GENERAL

1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

A. The Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.

B. The ENGINEER and OWNER are not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions used by the CONTRACTOR. The CONTRACTOR is solely responsible for execution of his work in accordance with the contract documents and specifications.

1.02 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS

A. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

B. The CONTRACTOR shall comply with all of the applicable federal, state, and local safety regulations.

1.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

A. The Contractor shall at all times provide proper facilities for safe access to the work by authorized government officials.

1.04 CONSTRUCTION SAFETY PROGRAM

A. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

B. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

1.05 SAFETY EQUIPMENT

A. The Contractor, as part of his safety program, shall maintain at his office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the jobsite.

B. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.

1.06 ACCIDENT REPORTS

A. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

1.07 TRAFFIC SAFETY AND ACCESS TO PROPERTY

A. Comply with all rules and regulations of the city, state, and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the Owner. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner. The Contractor shall clean public roads in the project vicinity as required by the city, state and county authorities, and Owner. The Contractor shall maintain access to the water facilities at all times.

1.08 FIRE PREVENTION AND PROTECTION

A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts

of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

1.09 USE OF EXPLOSIVES

A. Explosives shall not be used on this project.

1.10 CONTRACTOR TO SAFEGUARD EXISTING UTILITIES

A. The Contractor shall perform all work, in such a manner as to avoid damage to existing well head, building structures, fire hydrants, power poles, lighting standards, and all other existing utilities, public or private. See Section 01011, SITE CONDITIONS, Division 1.

1.11 PROTECTION OF TREES

A. Protect from damage all trees outside the limits of the work and trees within the limits of the work.

1.12 TREE REMOVAL

A. No trees, shall be removed without the express approval of the Engineer. Removed trees shall be disposed of in a legal manner off the worksite by the Contractor.

1.13 RESPONSIBILITY FOR DAMAGE CLAIMS

A. The CONTRACTOR shall indemnify and hold harmless the OWNER and its officers and employees from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by the person, persons, or property on account of the operations of said CONTRACTOR, or on account of, or in consequence of, any neglect in safeguarding the work; or through use of defective or unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts arising or recovered under "Workman's Compensation Act" or any other law, ordinance, order, or decree.

1.14 PROTECTION AND RESTORATION OF PROPERTY

A. The CONTRACTOR shall take all necessary precautions for the protection of public, corporate or private property. The CONTRACTOR is responsible for the damage or destruction of property of any character resulting from neglect, misconduct or omission in his manner of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials.

B. The CONTRACTOR shall take special note that this provision includes the protection of all miscellaneous wiring, cables, conduit, antenna and electrical boxes attached to the elevated tank.

C. Whenever public or private property is so damaged or destroyed, the CONTRACTOR shall, at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the CITY may, after the expiration of a period of 48 hours after giving him notice in writing, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the CONTRACTOR under this contract.

1.15 DAMAGE TO TANK

A. The CONTRACTOR shall expedite all work with care and safety and shall be responsible for any and all damage that may occur to the tank due to the CONTRACTOR'S negligence or misconduct.

B. If through no fault of the CONTRACTOR any leaks develop due to the process of removing any of the old paint by the CONTRACTOR or due to his carrying out the work specified, the OWNER will be responsible for their repair. The OWNER shall not be liable for any costs resulting from the delay in having any repair work done, but the OWNER will use reasonable diligence in having said repair work done in a reasonable amount of time.

1.16 CLEANUP OF HAZARDOUS SPILLS

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

PART 2 PRODUCTS -NOT USED

PART 3 EXECUTION -NOT USED

PART 4 PAYMENT

4.01 GENERAL

A. Payment for the work in this section will be included as part of the payment for the work requested by the Technical Specifications and as part of the contract amount.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

Section 01040 -Coordination

PART 1 GENERAL

1.01 DESCRIPTION

A. Related requirements specified elsewhere:

1. Section 01010 -Schedule and Summary of Work
2. Section 01200 -Project Meetings
3. Section 01300 -Submittals
4. Section 01400 -Quality Control
5. Section 01500 -Temporary Facilities, Controls, and Safety
6. Section 01700 -Contract Closeout
7. Section 01710 -Cleaning
8. Section 01720 -Project Record Documents

B. This section included requirements for project coordination including:

1. Coordination.
2. Administrative and supervisory personnel.
3. General installation provisions.
4. Cleaning and protection.

1.02 DUTIES OF CONTRACTOR

A. Coordinate Work of All Sub-Contractors and Quality Control Testing Firms. Coordinate activities included in various Sections to assure efficient and orderly installation of each component. Coordinate operations included under different Sections that are dependent on each other for proper installation and operation.

1. Where installation of one component depends on installation of other components before or after its own installation, schedule activities in the sequence required to obtain the best results.
2. Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.
3. Make provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved outlining required coordination procedures. Include required notices, reports and attendance at meetings.

1. Prepare similar memoranda for Owner and separate Contractors where coordination of their work is required.

C. Establish on-site lines of authority for communication with:

1. Owner's Representative

2. Engineer
3. Subcontractors

D. Construction Schedules:

1. Coordinate schedules of all Sub-Contractors.
2. Monitor schedules as work progresses.
   a. Identify potential variances between schedules and probable completion dates.
   b. Recommend to Engineer adjustments in schedule to meet required completion date.
   c. Provide summary reports of each monitoring.
   d. Document all changes in schedule.
3. Observe work to monitor compliance with schedule.
   a. Verify that labor and equipment are adequate for the work and the schedule.
   b. Verify that product deliveries are adequate to maintain schedule.
   c. Report non-compliance to Engineer with recommendations for remedy.

E. Use of Existing Facilities:

1. Radial rods and stiffener rings shall not be used for rigging purposes.
2. Any unused brackets or erection lugs shall be removed.

F. Temporary Facilities (Utilities):

1. Allocate use of temporary offices and storage facilities.
2. Monitor use of temporary facilities.
3. Verify that adequate services are provided to comply with requirements of work and climatic conditions.
4. Verify proper maintenance and operation of temporary facilities.
5. Administer traffic and parking controls.

G. Cost Control:

1. Maintain cost accounting records for authorized work performed under:
   a. Unit Prices (if applicable).
   b. Actual costs for labor and materials.
   c. Allowances (if applicable).
   d. Other bases requiring accounting records.
2. Coordinate and implement procedure for review and processing of applications for progress and final payments; submit recommendations to Engineer for certification to Owner for payment.

H. Changes:

1. Recommend necessary or desirable changes to Owner and Engineer.

2. Review Sub-Contractor's requests for changes or substitutions; submit recommendations to Owner and Engineer.

I. Permits and Fees:

1. Contractor will obtain and pay for building permit and other permits, deposits, fees, inspections and service installations required by municipalities, utility companies and authorities having jurisdiction.

J. Inspection:

1. Inspect work to assure that work is performed in accordance with contract requirements.
2. Reject or stop portions of the work which are not in accordance with contract requirements.

K. Testing:

1. See Section 01400 -Quality Control where independent testing is required and shall be paid for by the Contractor.
2. For other tests:
   a. Notify Engineer of test schedules.
   b. Verify that required personnel are present.
   c. Verify that specified tests are made as scheduled.

L. Interpretations of Contract:
1. Consult with Engineer to obtain interpretations.
2. Assist in resolution of questions which may arise.
3. Transmit written interpretations to concerned parties.

M. Administer coordination and processing of:

1. Shop drawings, product data and samples.
2. Field drawings.

N. Maintain reports and records at job site:

1. Daily log of progress work, available to Engineer and Owner.
2. Records:
   a. Contracts
   b. Purchases
   c. Materials and equipment records
   d. Applicable handbooks, codes and standards

3. Verify that Sub-Contractors maintain project record documents on a current basis.
4. At completion of project, assemble project record documents and other project closeout materials from Sub-Contractors and deliver to Owner.
5. Assemble documentation for handling of claims and disputes.

O. Verify that specified cleaning is done:

1. During progress of work.
2. At completion of each contract.

P. Inspection of Conditions:

1. Installer of each component shall inspect substrate and conditions under which work is performed. Do not proceed until unsatisfactory conditions have been corrected.

Q. Manufacturer's Instructions:

1. Comply with manufacturer's installation and/or application instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.

R. Inspect material immediately upon delivery and again prior to installation. Reject damaged and defective items.

S. Provide attachment and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level. Allow for expansion and building movement.

T. Recheck measurements and dimensions, before starting installation.

U. Install each component during weather conditions and project status that will ensure best results. Isolate each part from incompatible material as necessary to prevent deterioration.

V. Mounting Heights: Where mounting heights are not indicated, install components at standard heights for application indicated. Refer questionable decisions to Engineer.

W. Cleaning and Protection:

1. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
2. Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damage effects.

X. Limiting Exposures:

1. Supervise operations to ensure that no part of construction completed or in

progress is subject to harmful or deleterious exposure. Such exposures include:

a. Excessive static or dynamic loading.
b. Excessive internal or external pressures.
c. Excessive weathering.
d. Excessively high or low temperatures or humidity.
e. Air contamination or pollution.
f. Water or ice.
g. Chemicals or solvents.
h. Heavy traffic, soiling, staining and corrosion.
i. Rodent and insect infestation.
j. Unusual wear or other misuse.
k. Contact between incompatible materials.
l. Theft or vandalism.

Y. Substantial Completion:

1. Upon determination of Substantial Completion of Work or a portion thereof, prepare for Engineer a list of incomplete or unsatisfactory items.
2. Upon Engineer's certification of Date of Substantial Completion, coordinate correction and completion of work.

Z. Final Completion:

1. Upon Contractor's determination that work is finally complete:
   a. Submit written notice to Engineer and Owner that work is ready for final inspection.
   b. Secure and transmit to Engineer required closeout submittals.
2. Turn over to Owner (with receipt to Engineer):
   a. Operations and maintenance data.
   b. Spare parts and maintenance materials.

1.03 COORDINATION WITH OTHER CONTRACTS

A. Owner reserves right to have other contractors perform work beyond scope of this work and to place and install equipment as necessary in completed areas and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of work. Such placing of equipment and partial occupancy shall not constitute acceptance of work or any part of work.

B. Before work under this Contract is begun, the Contractor shall confer with the Engineer and the Owner and agree on a sequence of procedure, means of access to premises; space for temporary storage of materials and equipment; cooperation with all trades and other work outside of this contract; and use of approaches.

C. The CONTRACTOR shall cooperate with other contractors that work on any portion of this project or this site. The CONTRACTOR shall schedule his construction to minimize conflicts in common work areas and to maintain continuity

in construction and traffic management. The CONTRACTOR will be given the names of other contractors who will work on the project or site. It is the CONTRACTOR'S responsibility to contact each contractor and coordinate the sequence of work with them.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01090 - REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Applicability of Reference Standards.

B. Provisions of Reference Standards at site.

C. Acronyms used in Contract Documents for Reference Standards and current designations. Source of Reference Standards.

1.02 QUALITY ASSURANCE

A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date specified in the specification sections.

C. Obtain copies of standards when required by the Contract Documents.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.

F. The contractual relationship, duties, and responsibilities of the parties in Contract, and those of the Engineer, shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 SCHEDULE OF REFERENCES

AASHTO	American Association of State Highway and Transportation Officials 555 12th Street NW, Suite 1000 Washington, DC 20004
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331

AISC	American Institute of Steel Construction 130 East Randolph, Suite 2000 Chicago, IL 60601
AISI	American Iron and Steel Institute 25 Massachusetts Avenue NW, Suite 800 Washington, DC 20001
ANSI	American National Standards Institute 1899 L Street, NW 11th Floor Washington, DC 20036
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
CPSC	U.S. Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814
FSS	Federal Specifications and Standards General Services Administration Specifications Unit (WFSIS) 1800 F Street NW Washington, DC 20405
IEPA	Illinois Environmental Protection Agency 2520 W Iles Avenue Springfield, IL 62794
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, IL 62764
NBS	National Bureau of Standards, Product Standards U.S. Department of Commerce 1401 Constitution Avenue, NW Washington, DC 20230
NEMA	National Electrical Manufacturer's Association 1300 North 17th Street, Suite 900 Arlington, VA 22209

NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
PCI	Prestressed Concrete Institute 8770 West Bryn Mawr Avenue, Suite 1150 Chicago, IL 60631
SSPC	The Society for Protective Coatings 15835 Park Ten Place Houston, TX 77084
SS	Standard Specifications for Water and Sewer Main Construction in Illinois c/o Illinois Society of Professional Engineers 100 East Washington Street Springfield, IL 62701
UL	Underwriter's Laboratories, Inc. 750 Anthony Trail Northbrook, IL 60062
GLUMRB	Great Lakes – Upper Mississippi River Board of State Sanitary Engineers (10 State Standards) P.O. Box 7126 Albany, NY 12224

1.04 ABBREVIATIONS OF WORDS AND PHRASES

A. Abbreviations of words and phrases applicable to this project, other than listed above for reference standards, shall be as shown on the Drawings.

1.05 SYMBOLS

A. Symbols representing construction materials and equipment applicable to this project shall be as shown on the Drawings.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01140 – LIMITATION ON SEQUENCE OF CONSTRUCTION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Descriptive of processes, buildings, and equipment that must stay in service to maintain effective water distribution operations.

B. Suggested Sequence of Construction.

1.02 RELATED REQUIREMENTS

A. Section 01010: Schedule and Summary of Work.

B. Section 01040: Coordination.

C. Section 01400: Quality Control.

1.03 GENERAL PROJECT/SITE CONDITIONS

A. All costs, work, and requirements including, but not limited to, scheduling, temporary services for construction, coordination and cooperation, rescheduling, maintaining temporary services and construction, field measurements, and restoration for accomplishing the work shall be incidental to the overall project and no separate or additional payment will be made therefore. Mobilization and demobilization consisting of transportation and set up of various equipment and materials necessary to any and all locations for the project, as well as the break down and removal of the same equipment shall be considered incidental to the contract and will not be paid for separately.

B. Staging and construction operations shall be contained within the fenced in property. Access to the existing telecommunications structures, well, wellhouse, and site area not needed for tank painting work shall be maintained for both regular operations as well as in the event that these need to be serviced.

C. General scheduling of work shall be organized to keep all water works system components and facilities in operation during construction, except for the tank under rehabilitation.

D. Only City of Aurora Water Production Division personnel shall operate valves.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 RESTRICTIONS TO CONSTRUCTION SCHEDULING

A. Perform the work so the sequence of construction allows the continued operation of the well and booster station building on site without interruption.

B. Additional restrictions may be imposed by the Owner as they see fit during the construction activities. These additional restrictions may be caused by intense weather situations, breakdown or required maintenance of equipment which is not being altered by this project, and any other issues that cause the Owner concern.

C. All electrical shut downs to perform electrical connections shall be coordinated with the Owner. Any shutdown which is required for work under this contract will be allowed only during the Owner's normal working hours. The City will be the sole judge of whether or not to grant a shutdown. A minimum of two (2) working days advance notice for a shutdown is required. The approval of a shutdown may be revoked by the Owner at any time.

3.02 SEQUENCE OF CONSTRUCTION - SUGGESTED

A. The proposed/suggested sequence of construction is not mandatory but rather provided for consideration purposes.

B. Suggested Schedule of Construction*

1. Complete Welding Work and Tank Modifications
2. Install Containment Brackets
3. Interior Surface Preparation and Painting
4. Furnish and Install Cathodic Protection System, Tank Disinfection, Sampling, and Bacteriological Testing
5. Waste Disposal
6. Complete Additional and Miscellaneous Tasks
7. Put Tank Back into Service
8. Break in Work During Peak Water Use Period
9. Remobilize to Site Following Peak Water Use Period
10. Install Full Tank Containment
11. Surface Preparation and Painting of the Exterior
12. Waste Disposal

13. Put Tank Back into Service
*Provide Schedule and Sequence of Tank Rehabilitation for Owner and Engineer Prior to the Pre-Construction Meeting

C. Under no circumstances may the tank be offline during the peak water use period. The peak water use period is defined as June 15 - August 15. The tank must be fully chlorinated, have two passing samples, and be in full operation by 12:00 AM on June 15.

END OF SECTION

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DIVISION 1 -GENERAL REQUIREMENTS

Section 01200 -Project Meetings

PART1 GENERAL

1.01 DESCRIPTION

A. Related Requirements Specified Elsewhere:

1. 01010-Summary of Work
2. 01040 -Coordination
3. 01300 -Submittals

1.02 PRE-CONSTRUCTION MEETING

A. Engineer will schedule within 10 days after Date of Notice to Proceed.

B. Attendance:

1. Engineer and his Consultants.
2. Contractor and his superintendent.
3. Owner's Representative.
4. Major Subcontractors (i.e. Electrical).

C. Minimum Agenda:

1. Distribute and discuss:
    a. List of major Subcontractors.
    b. Tentative construction schedule.
2. Critical work sequencing.
3. Inter-relation and coordination with work performed under other contracts.
4. Designation of responsible personnel.
5. Processing of field decisions, Change Orders, and Field Orders
6. Adequacy of distribution of contract documents.
7. Submittal of shop drawings, product data and samples, test reports, schedule of values and manufacturer's certification.
8. Procedures for maintaining record documents.
9. Use of premises:
    a. Office and storage areas.
    b. Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Applications for Payment procedures.
15. Progress meetings.
16. Construction staking, if applicable.

D. Required Information By Contractor at the Time of the Preconstruction Meeting:
   1. Written progress schedule
   2. Names of Project Manager and Field Superintendent
   3. Names of subcontractors and material suppliers
   4. Name of person responsible for the installation and maintenance of traffic control
   5. Name of the contact person and emergency phone numbers of the Contractor’s representative for contact after construction hours.

1.03 PROGRESS MEETINGS

A. Schedule regular meetings at the pre-construction meeting.

B. Hold called meetings as work progress dictates.

C. Location of meetings shall be at jobsite in Contractor's job trailer or at Engineer's or City of Aurora offices.

D. Engineer shall schedule and administer progress meetings:

   1. Prepare agenda.
   2. Distribute written notice and agenda of Regular and Called Meetings 14 calendar days in advance of meeting date.
   3. Make physical arrangements for meetings.
   4. Preside at meetings.
   5. Record minutes; include significant proceedings and decisions.
   6. Distribute copies of minutes to participants, within 4 days after meetings.
   7. Furnish copies of Minutes to attendee.

E. Attendance:

   1. Owner's Representative.
   2. Engineer and His Consultants.
   3. Contractor.
   4. Subcontractors as pertinent to agenda.

F. Minimum Agenda:

   1. Review, approve minutes of previous meeting.
   2. Review work progress since last meeting.
   3. Note field observations, problems and decisions.
   4. Identify problems which impede planned progress.
   5. Review off-site fabrication problems.
   6. Develop corrective measures and procedures to regain planned schedule.
   7. Revise construction schedule as indicated.
   8. Plan progress during next work period.
   9. Coordinate projected progress with work under separate contracts.

10. Review submittal schedules, expedite as required to maintain schedule.
11. Maintaining of quality and work standards.
12. Review changes proposed by Owner for:
    a. Effect on construction schedule.
    b. Effect on completion date.
13. Complete other current business.
14. Review Applications for Payment (once per month as designated).

END OF SECTION

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DIVISION 1 -GENERAL REQUIREMENTS

Section 01210 -Allowances

PART1 GENERAL

1.01 SECTION INCLUDES

A. A cash allowance in the amount of $70,000 and is to be included in the total bid for Items Ordered by the Engineer.
B. A cash allowance in the amount of $36,135 for Cathodic Protection Improvements to be furnished and installed by Corrpro.

1.02 RELATED SECTIONS

A. Section 01300 – Submittals

1.03 CASH ALLOWANCES

A. Cost Included in Cash Allowances: Cost of product to Owner without Contractor markup. Owner shall be directly invoiced for cost of equipment purchased by Contractor. Equipment shall be directly shipped to the Contractor.

B. Costs not included in cash allowance:

1. Any reference to equipment or materials in the specifications or drawings.

C. Contractor Responsibilities:
1. Obtain proposals from suppliers and installers as directed by Engineer.
2. Arrange for shop drawings, product data, and delivery.
3. Promptly inspect Products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

D. Differences in costs will be adjusted by Change Order.

E. Allowances Schedule.

1. Include an allowance bid item in the amount of $70,000 for Items Ordered by the Engineer.
2. Include a lump sum bid item in the amount of $36,135 for items Cathodic Protection Improvements to be furnished and installed by Corrpro.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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DIVISION 1 - GENERAL REQUIREMENTS

Section 01300 - Submittals

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for handling submittals.
B. Shop drawings, product data and samples.
C. Construction schedules.
D. Schedule of values.

1.02 RELATED SECTIONS

A. Section 01720 -Project Record Drawings.

1.03 SUBMITTAL REQUIREMENTS

A. The Contractor shall submit a schedule showing his intended submittal schedule for review by ENGINEER. Schedule submission of submittals in sufficient time for review and resubmit if necessary, in order that review of submittal item will be complete prior to fabrication and delivery to site.

B. Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay.

C. Coordinate transmittal of different submittals for related elements so processing will not be delayed by need to review concurrently for coordination. Engineer reserves the right to withhold action on a submittal requiring coordination until related submittals are received.

D. Accompany submittals with transmittal letter that includes the following items:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Submittal title.
5. Submittal number.
6. Number of copies of each submittal enclosed.
7. Requests for data.
8. Other pertinent data.

E. Submittals shall include:

1. Date and revision dates.

2. Cover sheet with the following:

a. "Submittal No." identified in upper right comer.

b. "Submittal Title" identifying the primary product or material being addressed.

c. "Application" of submittal stating how and/or where it is to be used or installed. Include all applications if it has more than one.

d. Project Title and number.

e. Names, addresses and phone numbers of:

1) Engineer.
2) Contractor.
3) Subcontractor (as applicable).
4) Sub-subcontractor (as applicable).
5) Supplier (as applicable).
6) Manufacturer (as applicable).
7) Separate detailer (as applicable).

f. Specification Section and item number.

g. A blank space, 3" x 5" for Engineer's stamp.

h. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with contract.

3. Relation to adjacent structure or material.

4. Physical dimensions, capacities, materials of construction, and power requirements of equipment specified in Divisions 13,15, and 16.

5. Field dimensions, clearly identified as such.

6. Applicable Standards, such as ASTM number or Federal Specifications.

7. Identification of deviations from Contract Documents.

F. Submittal Process:

1. Subcontractors send their submittals to Contractor.

2. Contractor reviews and initials sub-contractor's submittals for compliance with scope, coordination and integration with work of all other contractors.

3. Contractor transmits his reviewed, stamped and signed copies of subcontractor's submittals to the Engineer. Contractor shall submit a minimum of six (6) copies for the Engineer's review.

4. The Engineer will review submittals, retain one copy for his files, retain two copies for Owner, and transmit one copy to the Resident Project Representative. Engineer will return the remainder to the Contractor.

5. Contractor retains copy of submittals after review by Engineer and distributes copies.

6. Contractor: Enforce resubmission requirements.

G. Contractor Responsibilities:

1. Review shop drawings, product data and samples prior to submission to Engineer. Affix stamp, date and sign.

2. Verify:

   a. Field dimensions.
   b. Field construction criteria.
   c. Catalog numbers and similar data.

3. Coordinate each submittal with requirements of:

   a. Related work.
   b. The contract documents.

4. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.

5. Contractor's responsibility for deviations in submittals from contract document requirements is not relieved by Engineer's review of submittals.

6. Do not begin any work which requires submittals without having Engineer's stamp and initials or signature.

7. After Engineer's review, make response required by Engineer's stamp and distribute copies.

8. Distribution of Submittals After Review:

   a. Contractor shall distribute copies of shop drawings and product data which carry Engineer stamp to:

      1) Contractor's office file.
      2) Contractor's job site file.

3) Record Documents file (ultimately given to Owner).
4) Subcontractors.
5) Suppliers.
6) Fabricators.

b. Distribute samples as directed in accordance with Contract Documents.

9. The Contractor shall be required to maintain a complete set of shop drawings at the jobsite at all times while work is in progress and shall make them available to the Engineer or Owner upon request.

H. Engineer's Duties:

1. Review submittals and return to Contractor within 15 calendar days upon receipt.

2. Review for:

a. Design concept of project.
b. Conformance with Contract Documents.

3. Review all requests for proposed deviations. Obtain Owner's concurrence and respond to Contractor's request.

4. Review of separate item does not constitute review of an assembly in which item functions.

5. Affix stamp, date and initials or signature certifying to review of Submittal, action taken and with instructions for Contractor response.

6. Retain one copy for his file. Retain two copies for Owner. Transmit one copy to the Resident Project Representative. Return remaining submittals to the Contractor for response and/or distribution.

1.04 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop Drawings:

1. In addition to requirements of the General Conditions of these Specifications, Contractor shall provide:

a. Shop drawings prepared by qualified detailer or manufacturer.

b. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

2. Contractor shall submit a minimum of six (6) copies of shop drawings for the Engineer's review.

3. Do not use shop drawings without Engineer's final stamp indicating action taken in connection with construction.

B. Product Data:

1. Manufacturer's standard schematic drawings:

a. Modify to delete information which is not applicable to project.

b. Supplement standard information to provide additional information applicable to project.

2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:

a. Clearly mark each copy to identify pertinent materials, products or models.

b. Show dimensions and clearances required.

c. Show performance characteristics and capacities.

d. Show wiring diagrams and controls. Wiring diagrams shall be complete composite drawings specially prepared for the Project, and shall show color coding, terminal markings and locations. Manufacturer's typical wiring diagrams will not be accepted unless specified otherwise.

e. Indicate materials of construction.

3. Contractor shall submit a minimum of six (6) copies of product data for the Engineer's review.

C. Samples: Physical samples to illustrate materials, equipment or workmanship and to establish standards by which complete work is judged. Submit number of samples specified in each Specification Section.

1. Office Samples: of sufficient size to clearly illustrate:

a. Functional characteristics of product or material, with integrally related parts and attachment devices.

b. Full range of color samples.

2. Field Samples and Mock-Ups:

a. Erect at project site at location acceptable to Engineer.

b. Construct each sample or mock-up complete, including work of all trades required in finished work.

c. Remove as directed.

1.05 CONSTRUCTION SCHEDULES

A. Contractor shall provide construction schedules in addition to requirements of General Conditions of these Specifications.

B. Completion Timing:

1. Completion timing of work involved in this project shall be as indicated in the Agreement. Any Contractor offering a proposal for work on this project must be capable of completing work within time limits shown therein as a prerequisite to being awarded Contractor for work. Owner will use all contractual means available to ensure that work is completed on time, including exercising of his options under the bonds and other special provisions of General Conditions and Supplementary General Conditions.

2. If construction work falls behind detailed project schedule by more than 30 days, Contractor will be required to submit, in addition to above scheduling, a complete description of methods to be used to bring project back on to schedule and to meet proposed completion date as stated in his Proposal. Failure to provide same may be cause for withholding of payment until compliance is achieved.

3. Keep records of actual compliance with schedule and submit current updated copies to Engineer with each monthly Application for Payment. (No payments will be certified without complete compliance with this requirement.)

C. Form of Schedules:

1. Prepare a standard horizontal bar chart:

a. Provide separate horizontal bar column for each major activity. Coordinate with "Schedule of Values" listings.

b. Horizontal time scale: identify first workday of each week.

c. Scale and spacing: to allow space for updating.

2. Sheet Size:

a. Minimum: 11" x 17".

b. Maximum: 24" x 36".

D. Content of Schedules:

1. Indicate complete sequence of construction by activity.

a. Shop Drawings. Product Data and Samples:

1. Submittal dates.
2. Dates when reviewed copies will be required.

b. Decision dates for:

1. Products specified by allowance.
2. Selection of finishes.

c. Product procurement date, fabrication time and delivery dates.

d. Dates for beginning and completion of each element of construction.

e. Date of Substantial Completion, allowing time for Engineer's procedures necessary for certification.

2. Indicate cumulative percentage of work completed as of last day of each month.

E. Updating:

1. Update monthly and indicate:

a. Progress of each activity since previous submission.
b. Projected completion dates for all activities.
c. Activities modified since previous submission.

2. Compare projected completion dates to previous submission. State if behind on or ahead of previous projection.

3. Include:

a. Major changes in scope.
b. Revisions in duration of activities.
c. Other identification changes.

F. Construction Schedule Submittal:

1. Submit initial schedules within 15 calendar days after date of Notice to Proceed.

a. Engineer will review schedules and return reviewed copy within 7 days upon receipt.

b. If required, resubmit within 7 calendar days after return of reviewed copy.

2. Submit monthly updated schedules accurately depicting progress to last day of each month.

3. Submit the number of copies required by Contractor, plus 2 copies to be retained by the Engineer and 2 copies to be retained by the Owner.

4. Instruct subcontractors to report any inability to comply with projected completion dates and to furnish a detailed explanation together with suggested remedies.

1.06 SCHEDULE OF VALUES

A. Contractor shall submit Schedule of Values:

1. Submit to Engineer, Schedule of Values at least 14 days prior to submitting first Application for Payment.

2. Upon request by Engineer, support values given with data that will substantiate their correctness.

3. List separate values of designated materials, labor to install item, and start-up costs.

4. List values of each item of work by subcontractors and suppliers.

5. Use Schedule of Values only as basis for Contractor's Application for Payment.

B. Form of Submittal:

1. Submit typewritten Schedule of Values on AIA Document G702A - Continuation Sheet.

2. Use Specifications Table of Contents or proposal as basis of format for listing costs of work for Sections under Divisions 2 -16. Include separate values for material costs, labor and start-up costs.

3. Identify each like item with number and title as listed in Specifications Table of Contents and with name of Subcontractor or Supplier.

C. Update:

1. Update Schedule of Values when:

    a. Directed by Engineer.
    b. Change of subcontractor or supplier occurs.
    c. Change or product or equipment occurs.

2. Send separate letter of notification to Engineer explaining reason for change to schedule.

1.07 APPLICATION FOR PAYMENT

A. Payment Application Forms:

1. Use Section 00682 -Application For Payment as form for application.

B. Applications for Payment:

1. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

C. Application Preparation:

1. Complete every entry, including notarization and execution by person authorized to sign on behalf of Contractor. Incomplete Applications will be returned without action.

2. Entries shall match data on Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

3. Include amounts of Change Orders and Construction Change Directives issued prior to last day of period covered by Application.

D. Transmittal:

1. Submit three (3) executed copies of each Application to Engineer within 24 hours of date of Application; one copy shall be complete, including original Waivers of Lien and similar attachments.

2. Submit each monthly application with a transmittal listing attachments and recording information related to Application.

E. Waivers of Lien:

1. Submit Waivers of Lien from all first tier subcontractors related to work covered by previous payment and Waiver of Lien from Contractor for current payment.

F. Certified Payroll:

1. Contractor shall submit Certified Payroll records as specified in Illinois Public Act 94-0515 and follow all provisions of the Employee Classification Act.

2. Certified Payroll records shall be submitted on a monthly basis along with the Contractor's Application for Payment.

1.08 WARRANTIES (GUARANTEES) AND CERTIFICATES

A. Submit all guarantees, warranties and certificates required by the Specifications, General and Supplementary Conditions, and General Requirements.

1.09 OPERATION AND MAINTENANCE MANUALS

A. Furnish for approval five (5) complete Operation and Maintenance Manuals for all materials and equipment. Each manual shall include:

1. Name, address, and phone number of:

a. Owner
b. Engineer
c. Contractor
d. Subcontractor

2. Material or equipment information as follows:

a. Appropriate design criteria.
b. Parts lists.
c. Operation instructions.
d. Maintenance instructions -equipment.
e. Maintenance instructions -finishes.
f. Wiring diagrams.
g. Test reports (All electrical components, etc.).

B. Each manual shall be fully labeled in large letters on the front listing the Project title and the subject material or equipment.

1.10 PROJECT RECORD DOCUMENTS

A. Submit documents in compliance with Standard General Conditions and Section 01720.

1.11 FACTORY REPRESENTATIVES

A. The services of representatives of the equipment manufacturers shall be furnished to check the installation, place the equipment in operation and instruct the operators. Where factory representatives are required, the specifications for the equipment so indicate.

B. The Engineer reserves the right to request an equipment manufacturer's representative to provide services for equipment not specifically indicated in these specifications if problems arise in the start up of the equipment.

C. Following the visit or visits by the manufacturer's representative, the Contractor shall require the manufacturer to submit a report to the Engineer, certifying that the equipment is in satisfactory operation condition. Also provide certification that the Owner's personnel have been fully instructed in the operation and maintenance of the equipment. This certification must include the date(s), time and location the instruction took place and signatures of Owner's personnel in attendance. It will be the Contractor's responsibility to notify the Engineer sufficiently in advance of the date of the manufacturer's visit.

END OF SECTION

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DIVISION 1 - GENERAL REQUIREMENTS

Section 01400 - Quality Control

PART 1 GENERAL

1.01 INSPECTION AND TESTING

A Related Requirements Specified Elsewhere:

1. General Conditions - Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities.
2. Respective Specification Sections - Certification of products.
3. Respective Specification Sections - Test, adjust and balance equipment.
4. Each Specification Section listed - Tests and standards.

B. The Contractor shall employ and pay for the services of an Independent Testing Laboratory to perform testing and inspection as specified in each respective specification section. Owner may also at his option, obtain additional inspections and tests in accordance with General Conditions.

C. In the event that accuracy or adequacy of any inspection or test is challenged by any parties, and reinspection or retesting is required, all costs for reinspection or retesting shall be paid by party challenging the original report unless the reinspection or retesting results in taking actions differing from that based on the original report which in that case, the party paying for the original tests shall pay for the additional inspection and tests. Such inspections or tests will be considered only when performed by a Testing Laboratory or Consultant approved by Owner in writing.

D. Employment of Testing Laboratory shall in no way relieve Contractor of his obligation to perform work in accordance with Contract.

1.02 RESPONSIBILITIES OF TESTING SERVICE EMPLOYED BY CONTRACTOR

A Perform specified inspections, sampling and testing of materials and construction methods:

1. Comply with specified Standards, ASTM, other recognized authorities and as specified.
2. Ascertain compliance with Contract requirements.

B. Promptly notify Contractor and Engineer of irregularities or deficiencies of work which are observed during performance of services.

C. Promptly submit 3 copies of reports of inspections and tests to Engineer including:
1. Date issued.
2. Project title and number.
3. Testing Laboratory name and address.

4. Name and signature of inspector.
5. Date of inspection and sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product and Specification Section.
9. Location in project.
10. Type of inspection or test.
11. Observations regarding compliance with Contract Documents.

D. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on, Contract requirements.
2. Approve or accept any portion of work.
3. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Furnish product to meet or exceed Contract requirements.

B. Cooperate with Laboratory personnel (employed by Owner or Contractor), provide access to work, to manufacturer's operations.

C. Provide to Laboratory, preliminary representatives samples of materials to be tested, in required quantities.

D. Furnish copies of mill test reports.

E. Furnish verification of compliance with Contract requirements for all materials and equipment.

F. Neutralize spent blasting media of any lead, chromium, or other hazardous materials present and properly dispose of at an appropriate disposal facility. (e.g. a hazardous waste landfill)

G. Coordinate with Engineer and Owner prior to bacteriological samples being taken to put tank back in service.

H. Furnish casual labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle samples at site.
3. To facilitate inspections and tests.
4. For laboratory's exclusive use for storage and curing of test samples.

I. Notify laboratory sufficiently in advance of operations to allow for its assignment of personnel and scheduling of tests.

J. Correct work which is defective or which fails to conform to contract documents in

accordance with General Conditions. Corrective work shall not delay project schedule or work of other contractors.

K. When test results indicate non-conformance with Contract requirements, pay all costs for additional inspections, sampling and testing required, including, but not be limited to, additional services of Engineer, or Testing Laboratory.

L. Patch all surfaces and areas disturbed by testing operations.

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DIVISION 1 - GENERAL REQUIREMENTS

Section 01500 - Temporary Facilities, Controls and Safety

PART 1 GENERAL

1.01 SECTION INCLUDES

A. In general, items of work to be performed under this Section shall include, but are not limited to labor, materials and equipment to furnish and install temporary construction facilities necessary to complete work as indicated on the Drawings and described in the Specifications.

1.02 TEMPORARY FIELD OFFICES

A. The Contractor may elect to provide and maintain a suitable office and work area for the Contractor's administrative, clerical, job personnel, etc. All field offices shall be equipped by Contractor with adequate heat, electric lighting, telephone, file racks for storage of drawings and plan reference table. Locate offices within construction zone as approved by Owner and remove when project is complete.

1.03 STORAGE

A. Each Contractor shall provide and maintain such additional storage areas and other temporary facilities on project site as required for his own use. Locate storage within construction zone and as approved by Owner.

1.04 TEMPORARY CONSTRUCTION BARRICADES

A. Barricades, Guards and Safety Provisions:

1. To protect persons from injury and to avoid property damage, adequate barricades, fencing, construction signs, lights and guards as required shall be furnished, installed and maintained by the Contractor at all open excavations during the progress of the construction work and until the work is completed. All material piles, equipment, pipe, etc. which may serve as obstructions to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of OSHA and the appropriate authorities respecting safety provisions shall be observed.

1.05 ACCESS TO SITES

A. Access to sites shall be by designated roads and drives. Secure approval for location of entrances from Engineer. Instruct all parties concerning approved routes and parking areas and do not permit vehicles to travel on any other than designated areas.

B. The Contractor shall at all times provide proper facilities for safe access to the work by the Owner, the Engineer and his authorized representatives, and by all authorized government officials.

C. The Contractor shall maintain access to existing structures at all times. No barricading of doors by equipment or materials will be allowed.

1.06 TEMPORARY SCAFFOLDS, STAGING, SAFETY DEVICES AND SPECIAL EQUIPMENT AND SAFETY

A. Provide, erect, maintain and remove, when necessary, all scaffolding, staging platforms, hoistways, temporary runways, temporary flooring, guards, railings, special equipment, stairs, etc. as required to complete work and as required by local and state codes, or laws, for protection of workmen and the public, including but not limited to, the 2024 IBC and the Federal Occupational Health and Safety Act (current version) as applicable, including amendments to each. Construction, inspection and maintenance of above items shall comply with all safety codes and regulations as applicable to project. All shall be installed by Contractor with proper guards to protect all parts of buildings, grounds and neighboring and public properties, etc., from damage and/or defacement during progress of work. Contractor shall repair and make good damage resulting from non-observance of these requirements. Repairs to be done to entire satisfaction of the Engineer and without cost to Owner.

B. The Contractor shall do all work necessary for safety and be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable Federal, State, County and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified elsewhere in these Contract Documents. Where any of these are in conflict; the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations or relieve him of the penalties set forth therein. The Contractor shall comply with all relevant provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor.

1.07 IMPROVEMENTS, ALTERATIONS, DAMAGES AND/OR CHANGES OUTSIDE CONSTRUCTION ZONE

A. Contractor shall be completely responsible for damage done to adjacent construction, properties and utilities which is in any way attributable to construction operations. Contractor shall repair such damage at his own expense to satisfaction of Owner.

B. Contractor shall completely and faithfully restore disturbed areas outside of construction zone which are not shown or specified to be permanently changed as a result of this work.

C. Authority for performing removal and alteration work on property adjoining Owner's property must be obtained by Contractor.

1.08 TEMPORARY WATER DURING CONSTRUCTION

A. City water for construction purposes will be available at no charge to the Contractor however, the Contractor will be required to meter his water usage. Water meters are available at the City's Water Billing Department. The Contractor shall exercise the use of water conservation methods during construction activities. If the City deems that such measures are not being employed, the City reserves the option to charge the Contractor at the prevailing water rate for water used for the project. Backflow prevention, hoses, etc. shall be the Contractors responsibility. The Contractor shall take necessary precautions to prevent the contamination of the City water supply. Upon completion of the project, or whenever the water meter and water are no longer required, the Contractor shall return the meter in good condition to the same location.

1.09 TEMPORARY TOILET FACILITIES

A. The Contractor shall provide, install and maintain necessary toilet facilities, complete with enclosures, for use of workers of all trades. These toilets shall be placed at time work starts and continued until such time as permanent facilities are put in operating condition. These temporary toilets shall be of chemical type and shall be placed and maintained, as required in accordance with local Health Ordinances, in a sanitary condition and contents removed from premises as often as required. Temporary toilets shall be placed in locations approved by the Engineer and Owner.

1.10 TEMPORARY TELEPHONE

A. The Contractor shall provide for his own telephone service. The Contractor shall furnish and maintain cellular or hard wire telephone service with answering machine and/or pager for duration of his work at site.

1.11 TEMPORARY ELECTRICITY DURING CONSTRUCTION

A. General Requirements:

1. City electricity for construction purposes will be available to the Contractor and shall be coordinated with the City prior to any work being completed. 120V, 20A electricity will be available to the Contractor, any other electrical power requirements are to be provided by the Contractor. If the Contractor utilizes a generator for additional power, sound attenuation of a generator system is required if the sound exceeds 75 dB on the A Scale measured at

the property line. The Contractor shall exercise the use of electricity conservation methods during construction activities. If the City deems that such measures are not being employed, the City reserves the option to disallow City electricity from use, at which time the Contractor will need to provide his own electricity for the remainder of the project.

B. Capacity and Size:

1. Electric services shall be of sufficient capacity and characteristics to supply proper current for various types of construction tools, motors, welding machines, lights, heating plant, air condition system, pumps and other work required. All necessary temporary wiring, panel boards, outlets, switches, lamps, fuses, controls and accessories shall be provided. A sufficient number of electric outlets shall be provided on at each platform along with adequate lighting in the interior dry and interior wet portions of the tank. Materials used for temporary service shall not be used in permanent system unless specific approval is given by the Engineer. Temporary service shall be so constructed and arranged as not to interfere with progress of other trades. This system shall be erected and maintained strictly in accordance with all ordinances pertaining thereto inclusive of O.S.H.A.

1.12 COLD WEATHER PROTECTION, TEMPORARY HEAT, AND DEHUMIDIFICATION

A. General Requirements:

1. The Contractor shall provide cold weather protection, temporary heat, and dehumidification including fuel and apparatus as necessary to carry work expeditiously during inclement weather, to protect all work and materials against injury from dampness and cold, to dry out building and to provide suitable working conditions for installation and curing of materials, until final acceptance by Owner. This period shall be as follows: approximately October 1st to May 31st, unless conditions warrant otherwise, then final decision shall be made by the Engineer. The Contractor shall, at all times, be held responsible for damage to all materials and for work due to insufficient heat or dehumidification. He shall remove all temporary heat and dehumidification upon conclusion of its use.

3. Contract price shall include cost of all necessary labor and operating personnel required to operate and provide temporary heating. Temporary electrical connections shall be provided by the Contractor, who shall pay for all electrical energy required to operate temporary systems. All fuel shall be furnished and paid for by the Contractor.

B. Equipment:

1. The Contractor shall furnish, install, maintain, operate and pay all costs for blower type, unit heaters for providing aforesaid temporary heat. Each unit shall be properly vented to dissipate noxious fumes and prevent

discoloration of building construction. All temporary heating devices shall be provided with normal safety features to prevent injury to buildings, occupants and for workmen. Location and arrangement of equipment shall be in accordance with O.S.H.A. and governing requirements.

1.13 TEMPORARY UTILITY CONNECTIONS

A. The Contractor, who has installed a temporary utility connection as herein specified, shall, prior to final acceptance, remove temporary connections and installations and leave premises restored to condition in which it was found.

1.14 LIFTING DEVICES AND HOISTING FACILITIES

A. The Contractor shall provide lifting devices and hoisting facilities as required for completion of his work.

1.15 SITE SECURITY

A. The Contractor shall assume full responsibility for security of construction areas during construction.

B. The Contractor shall cooperate with Owner to keep access gates locked across drives when no personnel are on site.

C. The Contractor shall make sure to lock and secure all access points to the elevated tank when no personnel are on site.

D. Contractor is aware the site is monitored with recording video cameras.

1.16 GENERAL MAINTENANCE

A. Without limiting responsibility of subcontractors as herein provided, the Contractor shall, at his own expense:

1. Maintain site and all of work in an orderly and clean condition at all times.

2. Keep floors, roads, sidewalks, pavements and parking areas free from accumulation of dirt, rubbish and general refuse from construction activities at all times.

B. Each subcontractor, in connection with his work, shall avoid excessive dirt, rubbish, debris and general refuse accumulation and shall be responsible for its removal.

C. Each subcontractor shall also keep his materials in proper storage arrangement at all times.

D. If each subcontractor does not comply with above paragraphs, the Contractor when cleaning interior of structure or site as required herein, shall clean area and remove debris at subcontractor's expense.

1.17 FIRE PROTECTION

A. Contractor and subcontractors shall take necessary precautions to guard against and eliminate all possible fire hazards and to prevent damage to any part of construction, temporary construction, stored materials and existing buildings and property.

1.18 CONSTRUCTION SITE DRAINAGE

A. Take charge of and maintain existing construction site drainage systems.

B. Establish and construct additional temporary site drainage systems where required to adequately drain surfaces so that rain and storm waters are diverted from construction site. Drain onto or toward existing public road drains, without hazard and damage to public streets, adjacent properties and existing utilities.

1.19 PROTECTION OF PAVEMENTS

A. The pavement and structures on or adjacent to the work shall be protected in a manner satisfactory to the Engineer from damage by lugs or cleats on treads or wheels of equipment.

B. All equipment used in the prosecution of the work shall comply with the legal loading limits established by the Statutes of the State of Illinois when moved over or operated on any pavement or structure unless permission in writing has been issued by the Engineer. Before using any equipment which may exceed the legal loading of roads and bridges, the Contractor shall secure a permit from the State, County, City or Township as required in order to transport this heavy equipment. Copies of these permits should be given to the Engineer. The Owner and the Engineer shall not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

C. Where the Contractor's equipment is operated on any portion of the pavement or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the pavement of all dirt and debris at the end of each day's operations and at other times as directed by the Engineer. No addition compensation will be allowed for this requirement.

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01540 - SECURITY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Security program.

B. Entry control.

1.02 SECURITY PROGRAM

A. Protect Work, existing premises, and Owner's operations from theft, vandalism, and unauthorized entry during working and non-working hours.

B. Initiate program in coordination with Owner's existing security system at project mobilization.

C. Maintain program throughout construction period until directed by Engineer.

1.03 ENTRY CONTROL

A. Access to the site including all existing equipment shall be maintained for the Owner, Engineer, and authorized representatives.

B. Restrict entrance of persons and vehicles into Project site and existing facilities.

C. Allow entrance only to authorized persons with proper identification.

D. Owner will control entrance of persons and vehicles related to Owner's operations.

E. Site perimeter fencing and gates shall be closed and locked at the end of each and every day. (This work shall be incidental to the contract.)

F. Tank man door and garage door shall be closed and locked at the end of each and every day. (This work shall be incidental to the contract.)

PART 2 PRODUCTS

A. Shall be submitted to the City for approval.

PART 3 EXECUTION

A. When not working on the tank or site (such as during the evening, weekends, holidays, or rain days), the CONTRACTOR shall secure all openings in the tank (greater than 8”), and access or rigging devices. Openings in the tank needed during ventilation of the tank shall be secured with bars, grating, or other means to allow sufficient air flow through the opening. The CONTRACTOR shall lock the site fence to prevent unauthorized personnel from gaining access to the site, the interior of the tank, and the CONTRACTOR’s equipment and supplies. The CONTRACTOR shall be solely responsible for the security of the site, tank, equipment, and supplies during both working and non-working hours.

B. Site security shall be incidental to the contract.

C. Emergency Information Sign: The CONTRACTOR shall construct a plywood sign covered with a weatherproof plastic cover and supported by wood posts. The CONTRACTOR shall post information on the plywood sign concerning emergency medical, fire, rescue and hazardous waste phone numbers from which personnel on the site can obtain information if needed. The CONTRACTOR shall also list the name and number of a representative of the CONTRACTOR who can be reached 24 hours a day in case of an emergency. The emergency information shall be in a central location such that it is visible and accessible 24 hours a day. The emergency information shall be posted the entire length of time that the CONTRACTOR is performing work at the tank site. All work associated with the Emergency Information Sign shall be considered incidental to the Contract, including all material, labor, and equipment associated with the work.

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DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01570 - TRAFFIC REGULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction parking control.

B. Flag persons.

C. Haul routes.

D. Traffic signs and signals.

E. Removal.

PART 2 PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

A. Traffic Control Signals: This item shall comply with the applicable portions of Section 701 of the IDOT Standard Highway Specifications.

B. Traffic Cones and Drums, and Lights: This item shall comply with the applicable portions of Section 701 of the IDOT Standard Highway Specifications.

C. Flagman Equipment: This item shall comply with the applicable portions of Section 701 of the IDOT Standard Highway Specifications.

PART 3 EXECUTION

3.01 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking and access by emergency vehicles.

B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.

C. Prevent parking in non-designated areas.

3.02 FLAG PERSONS

A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.03 HAUL ROUTES

A. Consult with Engineer to establish public thoroughfares to be used for haul routes and site access.

3.04 TRAFFIC SIGNS AND SIGNALS

A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic in accordance with the applicable portions of Section 701 of the IDOT Standard Highway Specifications.

B. Relocate as Work progresses, to maintain effective traffic control.

C. All traffic control is incidental to the Contract.

3.05 REMOVAL

A. Remove equipment and devices when no longer required.

B. Repair damage caused by installation.

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DIVISION 1 -GENERAL REQUIREMENTS

SECTION 01600 – MATERIALS AND EQUIPMENT SHIPMENT, HANDLING, STORAGE, AND PROTECTION

PART 1 GENERAL

1.01 PREPARATION FOR SHIPMENT

A. When practical, equipment shall be factory assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with an assembly plan and instructions. The separate parts and assemblies shall be match-marked or tagged in a manner to facilitate field assembly.

B. Generally machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating.

C. Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.

D. The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.

1.02 RECEIVING

A. The Contractor shall unload and record the receipt of all equipment and materials at the jobsite.

1.03 INSPECTION

A. Immediately upon receipt of equipment and materials at the jobsite, the Contractor shall inspect for completeness and any evidence of damage during shipment. Should there appear to be any damage, the Engineer shall be immediately notified; and the Contractor shall be responsible for informing the manufacturers and the transportation company of the extent of damage. If the item or items require replacing, the Contractor shall take the necessary measures to expedite the replacement.

1.04 HANDLING

A. Equipment and materials received for installation on this project shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.

1.05 STORAGE AND LAYDOWN

A. Equipment and materials shall be stored prior to installation as recommended by the manufacturer.

B. Store all materials prior to installation off the ground and out of mud and standing water.

C. Store all items subject to the elements, vandalism, or theft such that they are protected and/or secure.

D. Do not store any materials on private property without written permission of the property owner or lessee.

E. Electrical panels and equipment on site shall be energized or provided with temporary internal heater to prevent condensation collection.

1.06 INSURANCE

A. The Contractor's insurance shall adequately cover the value of materials delivered but not yet incorporated into the work. The Contractor and Owner shall be named as co-insureds insofar as their respective interests may appear. Proof of this coverage must be submitted to the Engineer at the time of request for progress payments. The Contractor is responsible for all premiums and deductibles.

1.07 INVENTORY CONTROL

A. Equipment and materials shall be stored in a manner to provide easy access for inspection and inventory control. The Contractor shall keep a running account of all materials in storage to facilitate inspection and to estimate progress payments for materials delivered but not installed in the work.

1.08 EQUIPMENT MAINTENANCE PRIOR TO OWNER'S ACCEPTANCE

A. The Contractor shall provide the required or manufacturer's recommended equipment maintenance during storage, during installation, and until such time as the Owner accepts the equipment for full-time operation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

PART 4 PAYMENT

4.01 GENERAL

A. Payment for the work in this section will be included as part of the payment for the work requested by the Technical Specifications and its part of the contract amount stated in the proposal.

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DIVISION 1 -GENERAL REQUIREMENTS

SECTION 01630 – PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES:

A. Procedures for product substitutions

B. Related Sections

1. Section 00200 – Instruction to Bidders
2. Section 00435 – Proposed Product Substitutions
3. Section 00689 – Substitution Request
4. Section 00700 – General Conditions
5. Section 01300 – Submittals

1.02 SUBSTITUTIONS PROPOSED WITH BID

A. Proposed substitutions will be evaluated in accordance with General Requirements, Section 2.6. Alternate Proposals, in OpenGov.

1.03 SUBSTITUTIONS PROPOSED DURING CONSTRUCTION

A. No substitutions shall be considered after Notice of Award except under one or more of the following conditions:

1. Substitutions required for compliance with requirements of governing authority, final interpretations of code requirements, or insurance regulations.
2. Specified product is unavailable or cannot be provided within Contract Time through no fault of the Contractor.
3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
4. Manufacturer refusal to certify or guarantee performance of product as specified.
5. When a substitution would be substantially in Owner’s best interests.

1.04 SUBSTITUTION REQUIREMENTS

A. Submit substitution requests on Document 00689 – Substitution Request and include additional information in the form and in accordance with procedures required Change Order proposals.

B. Submit 3 copies of each request for substitution for consideration.

C. Request for substitution will be considered if received within 60 days after commencement of work. Requests received more than 60 days after commencement of work may be considered or rejected at discretion of Engineer.

1.05 CONTENTS OF SUBSTITUTION PROPOSAL

A. Related Specification and Drawing numbers.

B. Complete data substantiating.

1. Compliance of proposed substitution with Contract Documents.
2. Conformance of proposed Substitution to requirements specified for product listed in Contract Documents.
3. Equivalence of proposed Substitution to the requirements implied by the proprietary designation of the product listed in the Contract Documents.

C. Product identification, including manufacturer’s name and address.

D. Manufacturer’s literature:

1. Product description
2. Performance and test data.
3. Reference standards.

E. Samples when requested or appropriate.

F. Name and address of similar projects on which product was used and date of installation.

G. Itemized comparison of proposed substitution with product specified.

H. Data relating to changes in construction schedule.

I. Description of effect of proposed substitution on overall Contract Time.

J. Description of changes or coordination required.

K. Accurate cost data on proposed substitution in comparison with product specified, including a proposal of net change, if any, in Contract Sum.

L. Certification by Contractor that substitution proposed is equal to or better in every significant respect to that required by Contract Documents, and that it will perform adequately in application indicated.

M. Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of failure of substitution to perform adequately.

1.06 REPRESENTATIONS IMPLIED BY SUBSTITUTION PROPOSAL

A. In making request for Substitution, Contractor represents:

1. Contractor has personally investigated proposed product and determined that it is equal or superior in all respects to the specified product.
2. Contractor will provide the same guarantee for the Substitution as for the product specified.
3. Contractor will coordinate installation of accepted substitutions in work, making all changes for work to be complete in all respects.
4. Cost data furnished is complete and includes all related costs under Contract, but excludes:
   a. Engineer redesign
   b. Administrative costs of Engineer
5. Contractor will pay all additional costs and expenses for Owner and Engineer as required by General Conditions.

1.07 SUBSTITUTION WILL NOT BE CONSIDERED WHEN:

A. Substitution Proposal does not meet the requirements of this Section.

B. Substitution is indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with this section.

C. Acceptance will require substantial revision of Contract Documents.

D. Request is not directly related to an "or equal" clause or similar language in Contract Documents.

1.08 SUBSTITUTION EVALUATION

A. Within one week of receipt of request for substitution, Engineer will request additional information or documentation necessary for evaluation of request.

B. Within three weeks of receipt of request, or two weeks of receipt of the additional information or documentation, whichever is later, Engineer will notify Contractor of acceptance or rejection of proposed substitution.

C. If a decision on use of a proposed substitute cannot be made or obtained within time allocated, use product specified by name.

D. Acceptance will be acknowledged on the Substitution Proposal form and the Contract Price will be changed to reflect acceptance of the substitution by a Change Order.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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DIVISION 1 - GENERAL REQUIREMENTS

Section 01700 - Contract Closeout

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Section specifies administrative and procedural requirements for project closeout.

1.02 RELATED SECTIONS

A. Related requirements specified elsewhere:

1. Section 01010 - Schedule and Summary of Work.
2. Section 01710 - Cleaning.
3. Section 01720 - Project Record Documents.
4. Respective Specification Sections - Closeout Submittals required of trades.

1.03 SUBSTANTIAL COMPLETION

A. Preliminary Procedures:

1. Before requesting inspection for certification of Substantial Completion, the following shall be completed: (List exceptions in request.)

a. Prepare list of items to be completed or corrected (Punch List).

b. In Application for Payment that coincides with, or first follows date Substantial Completion is claimed, show 100% completion for portion of work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to Contract Sum.

1) If 100% completion cannot be shown, include a list of incomplete items, value of incomplete construction, and reasons work is not complete.

c. Advise Owner of pending insurance change-over requirements.

d. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

e. Obtain and submit releases enabling Owner unrestricted use of work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

f. Deliver tools, spare parts, extra stock and similar items.

g. Make final change-over of permanent locks and transmit keys to Owner. Advise Owner's personnel of Change-over in security provisions.

h. Complete start-up testing of systems and instruction of Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from site, along with construction tools, mock-ups and similar elements.

i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes. Also refer to Section 01710 -Cleaning.

j. Submit Operation and Maintenance Manuals and Project Record Documents.

B. Inspection Procedures:

1. On receipt of a request for inspection, Engineer will either proceed with inspection or advise Contractor of unfilled requirements. Engineer will prepare Certificate of Substantial Completion following inspection or advise Contractor of construction that must be completed or corrected before certificate will be issued.

2. Engineer will repeat inspection when requested and assured that work has been substantially completed.

3. Results of completed inspection will form basis of requirements for final acceptance.

1.04 FIRST ANNIVERSARY INSPECTION

A. The Contract shall be construed to contain a guarantee for a minimum of one (1) year for all materials and workmanship. Upon completion of all punch list items, the Engineer will prepare a letter to the City indicating the 1-year warranty begins. The letter shall include the date when the tank was put into service. This date marks the beginning of the warranty period for the tank.

B. Approximately 11 months after the completion of the work and the date of the warranty letter, all work items (tank repairs, tank painting, improvements, restoration, etc.) shall be reviewed in the field by the CONTRACTOR and OWNER or the OWNER'S representative. This review includes inspection of the inside and outside surfaces of the tank by the CONTRACTOR and OWNER or the OWNER'S representative in accordance with Section 9 of AWWA Standard D102 to

determine whether any repair work is necessary. At this time, the City may elect to drain the tank for review of the interior wet.

1. The CONTRACTOR shall furnish an experienced foreman, laborer, and rigging for the inspection at no additional cost to the OWNER.
2. Washout: Should the OWNER elect to drain the tank, the Contractor shall washout the interior of the container for the one year evaluation the day prior to the evaluation. All debris from the interior of the container shall be legally disposed of by the CONTRACTOR at no additional cost to the OWNER.
3. The Contractor shall be prepared to perform minor touch-up operations.
4. The CONTRACTOR shall have at least one gallon of each of the primer, intermediate coating, and finish coating for the exterior and dry interior at the time of the inspection along with power cleaning tools and “Scotch-Brite” abrasive disks for spot cleaning.
5. The CONTRACTOR shall have at least one new, unopened quart kit of the interior wet finish coating to touch up the interior surfaces. The ENGINEER shall determine if the coating failures are extensive enough to require the use of the specified epoxy coating to touch up the interior surfaces.
6. Repairs: Spot repairs shall be made by the CONTRACTOR before returning the tank to service. Repairs requiring extensive Work and rigging may be delated until a time mutually agreeable to the OWNER and CONTRACTOR.

C. After the inspection and any repairs are completed, the OWNER, free of charge to the CONTRACTOR, will furnish, pump and dispose of sufficient water for testing and sterilization. The CONTRACTOR shall be responsible for the disinfection, bacteriological sampling and testing to the elevated tank upon completion of painting.

1. This work shall be done in accordance with AWWA Standard for Disinfection of Water Storage Facilities, AWWA C652-19, Method 3, and the current Illinois Environmental Protection Agency (IEPA) Technical Policy Statements and guidelines. Samples shall be taken on two consecutive days and submitted to an IEPA certified lab.
2. The CONTRACTOR shall provide to the OWNER the required documentation, test results, etc. required by the IEPA for placing the elevated tank in service. All sampling and testing shall be done in a manner approved by the IEPA and OWNER. The cost of this work shall be considered incidental to the cost of the project.
3. The water for the initial filling shall be furnished by the OWNER without charge to the CONTRACTOR. The entire cost of all subsequent work to drain and refill the tank and repeat the disinfection procedure shall be paid for by the CONTRACTOR. The water required for refilling the tank shall be paid at the OWNER'S regular water service rate by the

CONTRACTOR.

This work (including all labor, materials, and equipment necessary) shall be considered incidental to the Contract.

D. The CONTRACTOR's Performance Bond or a Separate Maintenance Bond shall be in force until after any remedial work is performed. In addition, the OWNER will withhold the sum of $30,000 dollars from the final payment to ensure that all work is completed satisfactorily during the warranty period. This retainage will be released to the CONTRACTOR once all required repair work is completed and/or the tank is accepted.

E. Any work proving defective within one year from the date of the letter from the ENGINEER to the City indicating the warranty period has begun shall be redone without additional expense to the OWNER for labor or materials. Acceptance and release of the retainage will occur once any and all repairs have been completed to the satisfactory of the OWNER after the 11-month inspection.

F. All costs associated with the First Anniversary Inspection, including the washout and disinfection, shall be included in the Base Bid price. The performance of this inspection and/or any remedial work shall not relieve the CONTRACTOR of any responsibility for defects in materials or workmanship that may or may not be evident during the anniversary inspection.

G. Date of Inspection: Failure of the OWNER to establish a First Anniversary Inspection date will not relieve the CONTRACTOR of the responsibility to repair the interior and exterior coating system.

1.05 FINAL ACCEPTANCE

A. Preliminary Procedures:

1. Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in request.

   a. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

   b. Submit written declaration that all aspects of contract documents have been complied with.

   c. Submit an updated final statement, accounting for final additional changes to Contract Sum.

   d. Submit certified copy of Engineer's final inspection list of items to be

completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

e. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of date of Substantial Completion, or when Owner took possession of and responsibility for corresponding elements of work.

f. Submit a final liquidated damages settlement statement.

g. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. Engineer will reinspect work upon receipt of notice that work, including inspection list items from earlier inspections, has been completed in accordance with contract documents, except items whose completion has been delayed because of circumstances acceptable to Engineer.

2. Upon completion of reinspection, Engineer will prepare a certificate of final acceptance, or advise Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

3. Any items completed by the CONTRACTOR within the project scope found defective, shall be repaired as directed by the ENGINEER. Before final acceptance of the work, all damaged or defective items shall be repaired to the satisfaction of the OWNER at no cost to the Owner.

4. If necessary, reinspection will be repeated. However, costs associated with this inspection, such as cost for materials or Engineer's Representative's time, shall be paid for by the Contractor.

5. Submit record documents in accordance with Section 01720.

C. Final Application for Payment -Submit:

1. Application for Payment.

2. Consent of Surety Company to Final Payment.

3. Contractor's Affidavit of Release of Liens.

4. Contractor's Affidavit of Debts and Claims.

5. Final Waivers of Lien from Subcontractors and Suppliers.

6. Duly execute all submittals before delivery to Engineer.

7. Engineer will process final application in accordance with conditions of contract provisions.

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DIVISION 1 - GENERAL REQUIREMENTS

Section 01710 - Cleaning

PART 1 GENERAL

1.01 DESCRIPTION

A. Related requirement specified elsewhere:

1. Section 01010 - Summary of Work
2. Section 01500 - Temporary Facilities Controls and Safety
3. Section 01700 - Contract Closeout.
4. Respective Specification Section -Cleaning for specified products or work.

B. Work in this section is required of General Contractor, unless otherwise specified.

1. Maintain premises and adjacent properties free of waste, debris and rubbish caused by construction operations.

2. At completion of work, or at such other time as directed by the Engineer, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight-exposed surfaces.

.

3. At completion of project, leave project clean and ready for occupancy.

1.02 SAFETY REQUIREMENTS

A. Standards:

1. Maintain project in accordance with following safety and insurance standards:

a. Applicable Federal and State requirements.
b. National Fire Protection Association (NFPA).

B. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily. All containers shall be compliant with IEPA Title 35, Subtitle F, Part 670.301 Containers.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with applicable Federal and State anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.

2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains or on the ground.
3. Do not dispose of wastes into streams-or waterways.

PART 2 PRODUCTS

2.01 MATERIALS

A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.

B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to ensure that standpipe, grounds, and adjacent properties are maintained free of waste, debris and rubbish.

B. Wet down materials and rubbish to lay dust and to prevent blowing dust.

C. During progress of work, clean project area and adjacent properties and dispose of waste materials, debris and rubbish as it accumulates.

D. Provide on-site containers for collection of waste materials, debris and rubbish as required.

E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.02 FINAL CLEANING

A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

1. Clean the site, including landscaping development areas, of rubbish, litter and other foreign substances. Sweep concrete areas broom clean; remove

stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

2. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.

3. Maintain finally cleaned areas until project or designated portion thereof, is accepted by Owner.

B. Removal of Protection:

1. Remove temporary protection and facilities installed for protection of work during construction.

C. Compliance:

1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems or on ground surface. Remove waste materials from site and dispose of in lawful manner.

2. Where extra materials of value remaining after completion of associated work have become Owner's property, arrange for disposition of these materials as directed.

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DIVISION 1 - GENERAL REQUIREMENT

Section 01720 - Project Record Documents

PART 1 GENERAL

1.01 DESCRIPTION

A. Contractor shall carefully record on his field set of Drawings, any deviations or changes in locations of piping and/or equipment made in the field and he shall keep the Engineer informed of all deviations and changes.

B. Related requirements specified elsewhere:

1. Section 01300 - Submittals.
2. Section 01700 - Contract Closeout.

1.02 MAINTENANCE OF DOCUMENTS

A. Maintain at project site, one copy of:

1. Contract Drawings
2. Project Manual
3. Interpretations and Supplemental Instructions
4. Addenda
5. Reviewed Shop Drawings
6. Change Orders
7. Other Modifications to Contract
8. Field Test Records
9. All Schedules
10. Correspondence File

B. Prior to substantial completion of work, Contractor shall submit one complete set of Project Record Documents.

C. Each Contractor's and Sub-Contractor's Superintendent on job shall maintain blue line or black line prints with all information for record drawings. Contractor shall indicate all alterations and deviations from original documents known to him during course of completion of project and record this information on prints for later transfer by Contractor to one complete set of clean, previously unmarked blue line prints, using neat ruled lines and legible notes and dimensions in ink or pencil.

D. Store documents in temporary field office apart from documents used for field construction.

E. Provide files and racks for document storage.

F. Maintain documents in clean, dry legible condition. Protect from deterioration and loss in secure, fire-resistive location.

G. Do not use record documents for field construction purposes.

H. Make documents available during normal working hours for inspection by Engineer and Owner.

1.03 RECORDING

A. Label each document "PROJECT RECORD DOCUMENTS" in 2" high printed letters.

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Contract Drawings -legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to floor level.

2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.

4. Field changes of dimension and detail.

5. Changes made by Change Order.

6. Details not on original contract drawings.

E. Specifications and Addenda - legibly mark up each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

2. Changes made by Change Order or Field Order.

3. Other matters not originally specified.

1.04 SUBMITTAL

A. At completion of work and prior to final payment of all contracts, a completed set of record drawings showing all of alterations and deviations from the original drawings shall be delivered to Engineer. General Contractor shall coordinate and receive from Subcontractors, all record drawings. General Contractor shall indicate review and approval of these drawings by his stamp prior to delivery to the Engineer.

B. Accompany submittal with transmittal letter, in duplicate containing:

1. Date.
2. Project Title and Number.
3. Contractor's name and address.
4. Title and number of each record document.
5. Certification that each document as submitted is complete and accurate.
6. Signature of contractor or his authorized representative.

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DIVISION 2 – SITE WORK

SECTION 02925 - RESTORATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparation of subsoil.

B. Furnish and Placing Topsoil.

C. Seeding, mulching and fertilizer.

D. Maintenance.

1.2 QUALITY ASSURANCE

A. Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.3 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer.

B. Provide certificate of compliance from authority having jurisdiction indicating approval of seed mixture.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of Section 01600.

B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

C. Deliver fertilized in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.5 MAINTENANCE SERVICE

A. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition. All seeded areas shall be free of weeds.

PART 2 PRODUCTS

2.1 SEED MIXTURE

A. Seed mixture shall meet the requirements as listed in section 3.5 B.

2.2 SOIL MATERIALS

A. Topsoil: Excavated from site and free of weeds.

2.3 ACCESSORIES

A. Mulching Material: Hay or straw, free from weeds, foreign matter detrimental to plant life, and dry.

B. Fertilizer: Per IDOT requirements.

C. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this Section.

3.2 PREPARATION OF SUBSOIL

A. Prepare sub-soil to eliminate uneven areas, low spots and minor depressions. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.

3.3 PLACING TOPSOIL

A. Spread topsoil to a minimum depth of 6 inches over area to be seeded. Rake until smooth.

B. Place topsoil during dry weather and on dry unfrozen subgrade.

C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.

D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

3.4 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions.

B. Apply after smooth raking of topsoil.

C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.

D. Mix thoroughly into upper 2 inches of topsoil.

E. Lightly water to aid the dissipation of fertilizer.

3.5 SEEDING

A. Fertilizer nutrients shall be applied to the prepared areas at a 10:8:6 ratio at a rate of 400 pounds per acre.

B. The City of Aurora grass seed mixture consists of:

a. 24.93% ASAP Perennial Ryegrass

b. 24.46% Caddieshack Perennial Ryegrass

c. 24.33% Goalkeeper Perennial Ryegrass

d. 12.37% Geronimo Kentucky Bluegrass

e. 12.29% Kentucky Bluegrass (variety not stated)

f. 1.34% Inert Matter, 0.28% Crop, 0.00% Weed

C. The 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 a minimum rate of eight (8) pounds per 1,000 square feet. Seeds furnished shall be first grade in quality, high in germination, and free from weeds.

D. Seed shall not be sown in high wind, foul weather conditions, or when ground conditions are not proper in the opinion of the Engineer.

E. Within 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.

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

G. Seeding/restoration shall not be considered complete until a mowable, weed-free stand of grass is obtained.

H. Apply seed at a rate in accordance with seeding mixtures supplier's recommendations.

I. Do not seed areas in excess of that which can be mulched on the same day.

J. Do not sow immediately following rain, when ground is too dry, or during windy periods.

K. Apply water with a fine spray immediately after each area has been mulched. Saturate 4 inches of soil.

3.6 MAINTENANCE

A. Water to prevent grass and soil from drying out.

B. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

C. Immediately reseed areas which show bare spots.

END OF SECTION

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DIVISION 9 - FINISHES

SECTION 09970 - GENERAL - COATING SYSTEMS
FOR STEEL WATER STORAGE TANKS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes general specifications for surface preparation and field application of coating systems for steel storage tanks.

1.02 SUBMITTALS

A. Product Data: For each product indicated for the exterior, interior wet, and interior dry surfaces.
   1. Letter from the coating manufacturer indicating it meets the requirements of the specifications and the intended use.
   2. Material Safety Data Sheet (MSDS) for each product.
   3. Product Data Sheets for each product
   4. Compliance certification with NSF/ANSI Standard 61/600 for Drinking Water System Components if designated for use in contact with potable water.

B. Samples: Manufacturer's charts showing the full range of colors available for each type of finish-coat material indicated. If color is indicated within the specifications, a color card or chip shall suffice.

C. Drawdowns: For exterior finish colors submit 3 drawdowns of each product and color combination. Drawdowns shall be applied using a 4 mil WFT drawdown bar on plain white coated cards size 3-7/8" x 6" from Sample-Ease, Byko, or Leneta. Label each card with the following:

   1. Job name.

   2. Date.

   3. Product name.

   4. Product number.

   5. Color number as stated in the color schedule.

   6. Name, address, and phone number of the supplying facility.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and protect products in accordance with Section 01600 and manufacturer's instructions.

B. Deliver products to site in sealed original labeled containers; inspect to verify acceptance.

C. Container labeling to include manufacturer's name, type of paint, brand name, color designation, and instruction for mixing and/or reducing.

D. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.04 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed or rejected at the Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work.

C. Product submittals shall include alternate work and shall reflect changes to other work.

1.05 REFERENCES

A. American Water Works Association Standards
   1. D100 Welded Carbon Steel Tanks for Water Storage
   2. D102 Standard for Painting Steel Water Storage Tanks
B. SSPC/AMPP
C. ANSI/NSF International Standard 61/600 Drinking Water System Components
D. Manufacturer's published product data.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. In other articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
   1. Products: Subject to compliance with requirements, provide the product specified.

B. Acceptable Manufacturers:
   1. Tnemec Company, Inc. (Tnemec).
   2. Sherwin-Williams (S-W)

3. Approved Equal

2.02 MATERIALS, GENERAL

A. The paint products mentioned in the following specifications and Sections 09970, 09971, 09772, 09973, and 09974 are set up as standards of quality. The standard "or equal" clause shall apply. No substitution will be considered unless a written request for approval has been received by the Engineer at least 10 days prior to the date for receipt of bids. Each such request shall include the name of the specified material for which a substitute is being requested; the name of the proposed substitute material; and a complete description of the proposed substitute including performance and test data and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitute is upon the proposer. The decision of the Engineer regarding approval or disapproval of the proposed substitution shall be final.

B. All materials shall be brought to the project site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the ENGINEER/OWNER on the job. Colors, where not specified, shall be selected by the ENGINEER/OWNER.

C. The CONTRACTOR shall submit to the ENGINEER/OWNER, immediately upon completion of the job, certification from the paint manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces.

PART 3 – EXECUTION

3.01 INSPECTION

A. Verify that surfaces base conditions are ready to receive work as instructed by product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement or work.
1. Report all conditions that may potentially affect proper application.
2. Do not commence until such defects have been corrected.

C. Correct defects and deficiencies in surfaces which may adversely affect work of this Section

D. Beginning of installation means acceptance of existing surfaces and/or base.

E. Notify Engineer about anticipated problems before using coatings

specified over substrates primed by others.

3.03 PROTECTION

A. Protect elements surrounding work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Remove empty paint containers from site.

3.04 PREPARATION AND APPLICATION

A. Do not apply coatings over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions detrimental to forming a durable coating film.

B. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.
   1. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
   2. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until coating has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat does not cause undercoat to lift or lose adhesion.
   3. Give special attention to edges, corners, crevices, welds, exposed fasteners and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.

C. Application Procedures: Apply coatings by brush, roller, spray or other applicators according to manufacturer's written instructions.
   1. Brush Application: Use brush best suited for material applied and of appropriate size for the surface or item being coated.
      a) Apply primers and first coats by brush unless manufacturer's written instructions permit using roller or mechanical applicators.
      b) Brush out and work brush coats into surfaces in an even film.
      c) Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections. Neatly draw glass lines and color breaks.

2. Rollers: Use rollers of carpet, velvet black or high-pile sheep's wool as recommended by manufacturer for the material and texture required.
3. Spray Equipment: Use mechanical methods to apply coating if permitted by manufacturer's written instructions and governing regulations.
    a) Use spray equipment with orifice size recommended by manufacturer for material and texture required.
    b) Apply each coat to provide the equivalent hiding of brush-applied coats.
    c) Do not double back with spray equipment building-up film thickness of two coats in one pass, unless recommended by manufacturer.

D. Minimum and Maximum Application Air and Surface Temperatures and cure times shall be in accordance with manufacturer's recommendations.

E. Minimum Coating Thickness: Apply each material no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.

F. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or recoat work that does not comply with specified requirements.

G. Cleanup: At end of each workday, remove rubbish, empty cans, rags and other discarded materials from Project site.
1. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping or other methods. Do not scratch or damage adjacent finished surface.

H. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing, replacing and recoating, as approved by the ENGINEER/OWNER and leave in an undamaged condition.
1. After completing coating operations, remove temporary protective wrappings provided by others to protect their work.
2. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surface. Comply with procedures specified in PDCA P1.

I. APPLICATION OF PAINT

1. The painter shall apply each coating in accordance with these specifications and the paint manufacturer's recommendations. If material has thickened or must be diluted for application by spray

gun, the coating shall be built up to the specified thickness by application of an additional coat(s) of paint.

2. All paint shall be applied in strict accordance with the manufacturers printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet or damp surfaces, and shall not be applied in rain, snow, fog or mist, or when the relative humidity exceeds 85%.
3. No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application.
4. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry. Further, the day's painting should be completed well in advance of the probable time of day when condensation will occur in order to permit the film an appropriate drying time prior to the formation of moisture on the surface.
5. DRY FILM THICKNESS: Dry film thickness shall be measured in accordance with current SSPC PA2, “Dry Paint Thickness with Magnetic Gauges.”

3.05 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

A. Remove covers and access panels on electrical components and paint separately.

B. Prime and paint insulated and exposed pipes, conduit, boxes, hangers, brackets, collars and supports except where items are prefinished.

C. Replace identification markings on electrical equipment when painted accidentally.

D. Paint exposed conduit and electrical equipment occurring in finished areas with color to match adjacent surfaces.

E. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.

F. Replace electrical plates, hardware, light fixture trim and fittings removed prior to finishing.

3.06 CLEANING

A. As work proceeds, promptly remove paint where spilled, splashed or spattered.

B. During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris.

C. Collect cotton waste, cloths and material which may constitute fire hazard; place in closed metal containers and remove daily from site.

D. Upon completion of work, leave premises neat and clean, to satisfaction of Engineer.

3.07 PAYMENT

A. The CONTRACTOR shall submit to the ENGINEER, immediately upon completion of the job and before final payment, certification from the manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces. Such certification shall make reference to the square footage figures provided to the manufacturer and the ENGINEER by the CONTRACTOR.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09971 - EXTERIOR COATING SYSTEM
FOR STEEL WATER STORAGE TANKS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes specifications for surface preparation and field application of coating systems for the exterior surfaces of a steel water storage tank including the field primer, field intermediate, and field finish coats.

1.02 RELATED SECTIONS

A. Section 01300 – Submittals
B. Section 01400 – Quality Control
C. Section 09970 – General - Coating Systems for Steel Water Storage Tanks

1.03 ALTERNATES

A. Not Used

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. In other articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
   1. Products: Subject to compliance with requirements, provide the product specified.

B. Acceptable Manufacturers:
   1. Tnemec Company, Inc. (Tnemec).
   2. Sherwin-Williams (S-W)
   3. Approved Equal

2.02 MATERIALS, GENERAL

A. Coating:

1. Manufacturer and Product:

BASE BID

a. Field Prime Coat:

1. Tnemec 91-H2O Hydro-Zinc 2.5 – 3.5 mils DFT,

OR

2. S-W Corothane I Galvapac 2K Zinc 2.5 – 3.5 mils DFT

OR

3. Approved Equal

Apply by brush only to all inaccessible and hard to reach areas, such as the inside of anchor bolt chairs, vent, manways, tie rods, turnbuckles, weld seams, and accessories.

b. Field Intermediate Coat:

1. Tnemec Series 73 Endura-Shield 3.0 – 4.0 mils DFT

OR

2. S-W Acrolon 218 HS Polyurethane 3.0 – 4.0 mils DFT

OR

3. Approved Equal

Color shall be as recommended by the manufacturer's technical representative, or lab.

c. Field Finish Coat:

1. Tnemec Series V700 HydroFlon 2.0 – 3.0 mils DFT

OR

2. S-W Fluorokem HS 100 Gloss Fluoropolymer 2.0 - 3.0 mils DFT

OR

3. Approved Equal

d. Lettering and Logo

1. Two coats of:

a. Tnemec Series V700 HydroFlon 2.0 – 3.0 mils DFT per coat

OR

b. S-W Flourokem HS 100 Gloss Fluoropolymer 2.0 – 3.0 mils DFT per coat

OR

c. Approved Equal

The dry film thickness for the Exterior Paint System shall be at a minimum 7.5 mils and a maximum of 10.5 mils (9.5 mils to 13.5 under

the logo areas).

B. Colors:
   1. Tank Exterior: Warm Sun – 01BR (Tnemec)
   2. Logo Colors: Blue – Pantone 2955C and Yellow – Pantone 136C

C. Submit 3 drawdowns of each product and color combination. Drawdowns shall be applied using a 4 mil WFT drawdown bar on plain white coated cards size 3-7/8" x 6" from Sample-Ease, Byko, or Leneta. Label each card with the following:
   1. Job name
   2. Date
   3. Product name
   4. Product number
   5. Color number as stated in the color schedule
   6. Name, address, and phone number of the supplying facility.

D. Thinners: Only thinners recommended by the manufacturer of the paint system shall be used.

E. Material Quality: Provide manufacturer's best-quality material for each coating material specified.

F. All coating materials shall be supplied by the same manufacturer for all coats.

PART 3 – EXECUTION

3.01 INSPECTION

A. Verify that surfaces base conditions are ready to receive work as instructed by product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement of work.
   1. Report all conditions that may potentially affect proper application.
   2. Do not commence until such defects have been corrected.

C. Correct defects and deficiencies in surfaces which may adversely affect work of this Section

D. Beginning of installation means acceptance of existing surfaces and/or base.

3.02 PREPARATION

A. Exterior Complete Clean

1. Surface Preparation

a. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.

b. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.

c. Remove all oil, grease, dust, dirt and foreign matter from the entire surface.

d. Weld slag, weld spatter, rough edges and sharp edges of weld seams shall be ground smooth.

e. Full containment, unless utilizing other methods such as robotic blasting or wet blasting.

f. All rusted, abraded and unpainted areas shall be abrasive blast cleaned to a COMMERCIAL finish in accordance with the recommended methods outlined in the SSPC Society of Protective Coating's Specification SP-6 with a minimum angular profile of 2.0 mils.

B. Material Preparation:

1. No partial batches of paint shall be used. All contents of the container shall be present when delivered to the site.

2. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.

3. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.

4. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat. The colors shall be per the recommendation of the manufacturer.

3.03 PROTECTION

A. Protect elements surrounding work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Full tank containment is required in accordance with Section 13201 of these

Specifications.

E. Remove and properly dispose of empty paint containers from site.

3.04 APPLICATION

A. The application of the exterior coating system shall be in accordance with Section 09970 unless otherwise indicated in this section.

B. The nameplate shall not be painted.

C. Sequence of Operation:
   1. Surface Preparation
   2. Prime Coat
      a. Within the same day of cleaning and before the formation of rust - Use specified primer in this Section. (The exterior shall not be primed until after observation of the surface by the ENGINEER.)
      b. Additional “spot” Field Prime – apply by brush only, one additional spot prime coat to all inaccessible and hard to reach areas, such as the inside of anchor bolt chairs, vent, manways, tie rods, turnbuckles, weld seams, and accessories.
   3. Intermediate Coat
   4. Finish Coat

3.05 PAYMENT

A. The exterior painting work shall be paid for at the Contract unit price per Lump Sum for EXTERIOR PAINTING COMPLETE (WITH CONTAINMENT) which shall include all labor, materials, rigging, tools, and equipment to complete the work.
B. The logo painting work shall be paid for at the Contract unit price per Lump Sum for LETTERING AND LOGO which shall include all labor, materials, rigging, tools, and equipment to complete the work.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09972 - INTERIOR WET COATING SYSTEM
FOR STEEL WATER STORAGE TANKS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes specifications for surface preparation and field application of coating systems for the interior wet surfaces of a steel water storage tank including the field primer, stripe coats, field intermediate, and finish coats.

1.02 ALTERNATES

A. Not Used

1.03 RELATED SECTIONS

A. Section 01300 – Submittals
B. Section 01400 – Quality Control
C. Section 09970 – General - Coating Systems for Steel Water Storage Tanks

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. In other articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
   1. Products: Subject to compliance with requirements, provide the product specified.

B. Acceptable Manufacturers:
   1. Tnemec Company, Inc. (Tnemec).
   2. Sherwin-Williams (S-W)
   3. Approved Equal

2.02 MATERIALS, GENERAL

A. All coatings and sealers to be used within the interior wet area shall comply with NSF/ANSI 600 according to the requirements of NSF/ANSI 61. The CONTRACTOR shall submit written certification of compliance with this standard.

B. Coating, Color, and Required Dry Film Thickness:

a. Field Prime Coat:
   1. Tnemec Series 91-H2O Hydro-Zinc 2.5 – 3.5 mils
      OR
   2. S-W Corothane 1 Galvapac 2K Zinc 2.5 – 3.5 mils
      OR
   3. Approved Equal

b. Stripe Coat:
   1. Tnemec Series N140 Pota-Pox Plus 3.0 – 5.0 mils
      OR
   2. S-W Macropoxy 5500 LT 3.0 – 5.0 mils
      OR
   3. Approved Equal

c. Field Finish Coat:
   1. Tnemec Series 22 Epoxoline 20.0 – 30.0 mils
      OR
   2. S-W Sherplate PW Epoxy 20.0 – 30.0 mils
      OR
   3. Approved Equal

2. The dry film thickness for the Interior Wet Paint System shall be at a minimum 25.5 mils and a maximum of 38.5 mils.

C. Colors:
1. Stripe Coat: Tnemec Delft Blue – 39BL or S-W Light Blue NSF3 or Approved Equal
2. Field Finish Coat: Tnemec Tank White – 15BL or S-W Mill White NSF1 or Approved Equal

The CONTRACTOR shall submit a color card or chip to the ENGINEER/CITY for confirmation.

D. Thinners: Only thinners recommended by the manufacturer of the paint system shall be use and the use of any such thinner shall not void the NSF/ANSI 600 and 61 certification of the paint.

E. Material Quality: Provide manufacturer's best-quality material for each coating material specified.

F. All coating materials shall be supplied by the same manufacturer for all coats.

PART 3 – EXECUTION

3.01 INSPECTION

A. Verify that surfaces base conditions are ready to receive work as instructed by product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement or work.
   1. Report all conditions that may potentially affect proper application.
   2. Do not commence until such defects have been corrected.

C. Correct defects and deficiencies in surfaces which may adversely affect work of this Section

D. Measure moisture content of surfaces using electronic moisture meter; do not apply finishes unless moisture content of surfaces is below manufacturer recommended maximums.

E. Beginning of installation means acceptance of existing surfaces and/or base.

3.02 PREPARATION

A. Surface Preparation
   1. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
      a. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
   2. Remove all oil, grease, dust, dirt and foreign matter from the entire surface.
   3. Weld slag, weld spatter, rough edges and sharp edges of weld seams shall be ground smooth.
   4. Full blast of the interior wet.
   5. All areas shall be abrasive blast cleaned to a near white finish in accordance with the recommended methods outlined in the SSPC Society of Protective Coating's Specification SP-10 with a minimum angular profile of 3.0 mils.

B. Material Preparation:
   1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
   2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film

into the material. Remove film and, if necessary, strain coating material before using.

3. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat. The colors shall be per the recommendation of the manufacturer.

3.03 PROTECTION

A. Protect elements surrounding work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Remove empty paint containers from site and dispose of properly.

3.04 APPLICATION

A. The application of the interior wet coating system shall be in accordance with Section 09970 unless otherwise indicated in this section.

B. Sequence of Operation:

1. Surface Preparation
2. Prime Coat
   a. After the primer has cured in accordance with the manufacturer's recommendations, apply one stripe coat, by brush only, to all weld seams, edges of unsealed roof plates, angles, and sharp edges.
   b. Within the same day of cleaning and before the formation of rust - Use specified primer in this Section. (The interior wet shall not be primed until after observation of the surface by the ENGINEER.)
3. Stripe Coat
4. Finish Coat

3.05 PAYMENT

A. This work shall be paid for at the Contract unit price per Lump Sum for INTERIOR PAINTING COMPLETE (WET AREA) which shall include all labor, materials, rigging, tools, and equipment to complete the work.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09973 - INTERIOR DRY COATING SYSTEM
FOR STEEL WATER STORAGE TANKS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes specifications for surface preparation and field application of coating systems for the interior dry surfaces of a steel water storage tank including the field primer, field intermediate, and finish coats. The riser pipe shall be covered under Section 09974.

1.02 RELATED SECTIONS

A. Section 01300 – Submittals
B. Section 01400 – Quality Control
C. Section 09970 – General - Coating Systems for Steel Water Storage Tanks

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. In other articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
   1. Products: Subject to compliance with requirements, provide the product specified.

B. Products of the following manufacturers are acceptable:
   1. Tnemec Company, Inc. (Tnemec).
   2. Sherwin-Williams (S-W)
   3. Approved Equal

2.02 MATERIALS, GENERAL

A. Coating and Required Dry Film Thickness:
   1. Manufacturer and Product:
      a. Shop Prime Coat:
         1. Tnemec Series 91-H2O Hydro-Zinc* 2.5 – 3.5 mils
            OR
         2. S-W Corothane I Galvapac 2K* 2.5 – 3.5 mils
            OR
         3. Approved Equal

b. Field Intermediate Coat:
   1. Tnemec Series N140 Pota-Pox Plus 4.0 – 6.0 mils
      OR
   2. S-W Macropoxy 646 Epoxy 4.0 – 6.0 mils
      OR
   3. Approved Equal

c. Field Finish Coat:
   1. Tnemec Series N140 Pota-Pox Plus 4.0 – 6.0 mils
      OR
   2. S-W Macropoxy 646 Epoxy 4.0 – 6.0 mils
      OR
   3. Approved Equal
      *=to all bare metal surfaces

2. The dry film thickness for the Interior Dry Paint System shall be at a minimum 10.5 mils and a maximum of 15.5 mils.

B. Colors:
   1. Field Intermediate Coat: 15BL Tank White (Tnemec)
   2. Field Finish Coat: 15BL Tank White (Tnemec)

   The CONTRACTOR shall submit a color card or chip to the ENGINEER/CITY for confirmation.

C. Thinners: Only thinners recommended by the manufacturer of the paint system shall be used.

D. Should any areas or members of the tank be impractical or impossible to completely clean, a material suitable for marginally cleaned surfaces shall be used after the initial priming of the interior dry area surface. This material shall be per the recommendations of the manufacturer of the paint system:
   1. Tnemec Series N140 Pota-Pox Plus
   2. S-W Macropoxy 646 Epoxy
   3. Approved Equal

E. Material Quality: Provide manufacturer's best-quality material for each coating material specified.

F. All coating materials shall be supplied by the same manufacturer for all coats.

PART 3 – EXECUTION

3.01 INSPECTION

A. Verify that surfaces base conditions are ready to receive work as instructed by product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement or work.
   1. Report all conditions that may potentially affect proper application.
   2. Do not commence until such defects have been corrected.

C. Correct defects and deficiencies in surfaces which may adversely affect work of this Section

D. Measure moisture content of surfaces using electronic moisture meter; do not apply finishes unless moisture content of surfaces is below manufacturer recommended maximums.

E. Beginning of installation means acceptance of existing surfaces and/or base.

3.02 PREPARATION

A. Surface Preparation
   1. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
      a. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
   2. Remove all oil, grease, dust, dirt and foreign matter from the entire surface.
   3. Weld slag, weld spatter, rough edges and sharp edges of weld seams shall be ground smooth.
   4. All areas on the interior dry shall be fully blast cleaned to a COMMERCIAL finish in accordance with the recommended methods outlined in the SSPC Society of Protective Coating's Specification SP-6 as directed by the Engineer.
   5. Where the opposite side of the steel is in contact with water (i.e. the bowl, access tube, and riser), the surface shall be cleaned to SSPC SP-10 with a minimum angular profile of 2.0 mils.

B. Material Preparation:
   1. No partial batches of paint shall be used. All contents of the

container shall be present when delivered to the site.

2. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
3. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.
4. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat. The colors shall be per the recommendation of the manufacturer.

3.03 PROTECTION

A. Protect elements surrounding work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Remove empty paint containers from site and dispose of properly.

3.04 APPLICATION

A. The application of the interior dry coating system shall be in accordance with Section 09970 unless otherwise indicated in this section.

B. The nameplate shall not be painted.

C. Sequence of Operation:

1. Surface Preparation
2. Prime Coat
    a. Within the same day of cleaning and before the formation of rust - Use specified primer in this Section. (The interior dry shall not be primed until after observation of the surface by the ENGINEER.)
    b. Prime impractical or impossible areas to clean with the material specified in this Section.
3. Intermediate Coat
4. Finish Coat

3.05 PAYMENT

A. This work will be paid for at the Contract unit price per Lump Sum for INTERIOR PAINTING COMPLETE (DRY AREA) which shall include all labor, materials, rigging, tools, and equipment to complete the work.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09974 - COATING SYSTEM FOR PIPES, VALVES AND MISCELLANEOUS METALS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes specifications for surface preparation and field application of coating systems for the surfaces of pipes (including, but not limited to, the riser pipe), valves, and miscellaneous metals within a steel water storage tank, but not in contact with potable water.

1.02 RELATED SECTIONS

A. Section 01300 – Submittals
B. Section 01400 – Quality Control
C. Section 09970 – General Painting

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. In other articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
   1. Products: Subject to compliance with requirements, provide the product specified.

B. Products of the following manufacturers are acceptable:
   1. Tnemec Company, Inc. (Tnemec).
   2. Sherwin-Williams (S-W)
   3. Approved Equal

2.02 MATERIALS, GENERAL

A. Coating, Color, and Required Dry Film Thickness:
   1. Manufacturer and Product:
      a. Field Prime Coat:
         1. Tnemec Series 91-H2O Hydro-Zinc 2.5 – 3.5 mils
            OR
         2. S-W Corothane I Galvapac 2K 2.5 – 3.5 mils
            OR
         3. Approved Equal

b. Field Finish Coat:
   1. Tnemec Series N140 Pota-Pox Plus 4.0 – 6.0 mils
      OR
   2. S-W Macropoxy 646 Epoxy 4.0 – 6.0 mils
      OR
   3. Approved Equal

2. The dry film thickness for the Pipes, Valves and Miscellaneous Metals shall be at a minimum 6.5 mils and a maximum of 9.5 mils.

B. Colors:
   1. Field Prime Coat – As recommended by coating manufacturer
   2. Field Finish Coat – 15BL Tank White

C. Thinners: Only thinners recommended by the manufacturer of the paint system shall be used.

D. All coating materials shall be supplied by the same manufacturer for all coats.

PART 3 – EXECUTION

3.01 INSPECTION

A. Verify that surfaces base conditions are ready to receive work as instructed by product manufacturer.

B. Examine surfaces scheduled to be finished prior to commencement or work.
   1. Report all conditions that may potentially affect proper application.
   2. Do not commence until such defects have been corrected.

C. Correct defects and deficiencies in surfaces which may adversely affect work of this Section

D. Measure moisture content of surfaces using electronic moisture meter; do not apply finishes unless moisture content of surfaces is below manufacturer recommended maximums.

E. Beginning of installation means acceptance of existing surfaces and/or base.

3.02 PREPARATION

A. Surface Preparation

1. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
    a. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
2. Remove all oil, grease, dust, dirt and foreign matter from the entire surface.
3. Weld slag, weld spatter, rough edges and sharp edges of weld seams shall be ground smooth.
4. All areas shall be abrasive blast cleaned to a COMMERCIAL finish in accordance with the recommended methods outlined in the SSPC Society of Protective Coating's Specification SP-6 to a minimum surface profile of 2.0 mils.

B. Material Preparation:

1. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.
2. Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.
3. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat. The colors shall be per the recommendation of the manufacturer.

3.03 PROTECTION

A. Protect elements surrounding work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Remove empty paint containers from site and dispose of properly.

3.04 APPLICATION

A. The application of the coating system for piping, valves, and miscellaneous

metals shall be in accordance with Section 09970 unless otherwise indicated in this section.

3.05 PAYMENT

A. This work will be considered as incidental to the INTERIOR PAINTING COMPLETE (DRY AREA) pay item which shall include all labor, materials, rigging, tools, and equipment to complete the work.

END OF SECTION

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DIVISION 13 – SPECIAL CONSTRUCTION

SECTION 13201 - WATER STORAGE TANK REHABILITATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work of this section is subject to requirements of the Contract Documents including the General Conditions and applicable portions of Division 1 - General Requirements.

B. The Work consists of furnishing all labor, machinery, tools, rigging, brushes, material, equipment, bonds and insurance necessary to improve and rehabilitate the Church Road Elevated Water Storage Tank. The work includes cleaning, sandblasting, power tool cleaning, including proper handling and disposal of spent blast residue and other material, performing repairs and modifications to steel components, coordinating with Corrpro and installing any required cathodic protection system components, and painting the interior and exterior a 1,500,000 gallon fluted column elevated water storage tank. The work also includes disinfection and sampling as required to place the elevated tank back in service, as well as proper containment of blast and paint residue and clean-up of the site. The work consists of, but is not limited to, the following items:

1. Full Tank Containment
2. Full Sandblasting and Painting of the Interior and Exterior of the Tank
3. Weld Repair Holes
4. Weld Repair Broken Welds
5. Remove and Replace Fall Prevention Device
6. Seal Weld Shell Stiffening Angles
7. Furnish and Install Overflow Flap Gate
8. Condensate Drain Modifications
9. Valve Pit Ladder and Hatch Modifications
10. Seam Sealing
11. Lock Manholes
12. Weld Repair – Corrosion Pits
13. Pit Filling, Applied
14. Install Welded Steel Caps Over Abandoned Cathodic Protection Anode Holes
15. Furnish and Install Cathodic Protection System
16. Waste Disposal – Hazardous and Non-Hazardous
17. Move Electrical Conduit, Wiring, and Brackets
18. Replace Man Door and Frame

19. Garage Door Modifications
20. Furnish and Install Manway and Hatch on Condensate Platform
21. Remove and Replace Ladder to Condensate Platform
22. Roof Manway Improvements and Access Tube Air Gap
23. Remove and Dispose of Existing Roof Ladder
24. Furnish and Install Roof Handrail
25. Repair Louvered Vents
26. Replace Louvered Vents
27. Remove and Replace Rafter Bolts
28. Roof Structure Repair – Replace Rafter
29. Furnish and Install Riser Safety Handrail
30. Grout Repair
31. Concrete Repair
32. Tank Disinfection, Sampling and Bacteriological Testing

1.02 STANDARD SPECIFICATIONS

The latest edition of the following standards and specifications shall be used with regard to materials, design, construction, inspection, and testing to the extent specified herein.

ACI 301	Specifications for Structural Concrete for Buildings
ACI 318	Building Code Requirements for Reinforced Concrete
ACI 318R	Commentary on Building Code Requirements for Reinforced Concrete
AWWA D100	Standard for Welded Steel Tanks for Water Storage
AWWA D102	Standard for Painting Steel Water Storage Tanks
AWWA C652	Disinfection of Water Storage Facilities
AWS D1.1	(American Welding Society) Structural Welding Code, Steel
ASCE 7	Minimum Design Loads for Buildings and Other Structures
GLUMRB	Great Lakes – Upper Mississippi River Board of State Sanitary Engineers (10 State Standards)
IEPA	Illinois Environmental Protection Agency
NSF 61/372	Drinking Water System Components
NACE	International Standard
OSHA	Occupational Safety and Health Standards
SSPC-PC	Steel Structures Painting Council Surface Preparation Specification
SSPC Guide 6	Guide for Containing Surface Preparation Debris Generated During Paint Removal Operations

All material and workmanship shall be in accordance with the above noted specifications, paint manufacturer's instructions and accepted industry practice. Where explicit direction is not provided by the following specifica-

tions, the applicable section of AWWA Standard D102 Painting Steel Water-Storage Tanks, and AWWA Standard D100 Welded Carbon Steel Tanks for Water Storage shall prevail.

1.03 TANK CONDITIONS

A. The tank is of all-welded steel design and construction. The tank is of the fluted column style with a capacity of 1,500,000 gallons and was constructed in 1976 by the Pittsburgh – Des Moines Steel Company.
B. The Contractor is responsible for the sampling (if necessary), safe removal and disposal of the blast residue for entire tank, including that from the interior wet.
C. See Appendix 1 for the Site Exhibit for reference.

1.04 QUALITY ASSURANCE:

A. The materials, design, fabrication and erection of the tank foundation and related appurtenances shall conform to current AWWA Standard for Welded Steel Tanks for Water Storage, "AWWA D100", of the American Water Works Association.
B. Any work in which not approved or unacceptable materials are used without approval or written permission from the City Engineer shall be performed at the Contractor's risk and may be considered as unacceptable and unauthorized and will not be paid for.

1.05 SUBMITTALS:

A. Submittals shall be provided in accordance with Section 01300, Submittal Procedures.

B. Product data and catalog cut sheets:
1. Fall prevention devices
2. All seals and gaskets

C. Shop Drawings: The successful bidder shall furnish detailed drawings of the following:
1. Fall Prevention Device
2. Overflow Flap Gate*
3. Garage Door Modifications
4. Access Tube Gap Seal
5. Weld Repair Holes
6. Condensate Drain Modifications
7. Valve Pit Ladder and Hatch Modifications
8. Steel Plates Over Abandoned Cathodic Protection Anode Holes

9. Conduit Brackets
10. Conduit and Wiring
11. Louvered Vents
12. Man Door and Frame
13. Riser Safety Handrail*
14. Roof Handrail*
15. Roof Manway*
16. Condensate Platform Manway*
17. Self Closing Gate
18. Tie Off Anchors*
19. Ladders*
20. Ladder Standoff Supports*
21. Cathodic Protection Mounting Brackets
22. Roof Structure Repair – Replace Rafter*
23. Replace Rafter Bolts

*The drawings marked by an * shall be sealed by a structural engineer registered in the state of Illinois. The drawings shall be submitted to and approved by the Engineer prior to the start of construction. Detailed drawings shall include dimensions, schedules, weights, capacities, installation details and pertinent information.

D. The CONTRACTOR shall submit copies of the proposed method of tank containment, outlining and detailing the type of system that will be employed including the major components and equipment, and indicating how blasting debris and/or paint overspray will be contained on the project site for review by the ENGINEER and OWNER. The CONTRACTOR shall submit design drawings sealed by an Illinois Licensed Structural Engineer.

E. Material information product data and safety data sheets shall be submitted for all coatings.

F. Material information product data for steel components (plates, angles, channels, bars, tubes, etc.)

G. Engineering drawings for the Cathodic Protection System

H. Product data for all materials to be used for concrete repair and grout repair, including the sealant.

I. Product data of the material used for pit filling shall be submitted for review prior to the start of any work and shall be recommended by the supplier of the paint system.

J. Detailed weld repair procedures shall be submitted for review prior to the start of any work.

K. Proper chain of custody forms for waste blast residue disposal

L. Product Data of the material used for seam sealing shall be submitted for review prior to the start of any work.

M. Product Data and Safety Data sheets of the climbing harnesses and cable climbs shall be submitted for review prior to the start of any work.

1.06 STEEL IMPROVEMENTS/REPAIRS:

A. WELDER QUALIFICATIONS:

1. All welders and welding operators shall be certified in accordance with ASME Section IX or AWS D1.1:2025 (tests as described in AWS B2.1) to the procedures and processes required to accomplish the work.

2. Welder certification papers for all welders that will work on this project shall be furnished to the ENGINEER and the City's Building Official, demonstrating competency and relevant experience or training. for review prior to the commencement of welding on the tank.

B. INSPECTION: Inspection will be in strict accordance with Section 11 of AWWA D100, except that the Contractor will be responsible for all cost of inspections.

C. Inspection Report shall be required per Section 11.2 of AWWA D100 for all steel improvements/repairs.

D. Visual inspection reports shall include a written report identifying the date, name of the inspector, location and description of the welds, a determination of whether or not the weld is satisfactory and whether or not the Work is in conformance to the approved construction documents, and a list of welds that are unacceptable. The inspector shall furnish inspection reports to the Building Official and to the Engineer. Inspections shall be in accordance with section 1704 of the 2024 International Building Code.

1.08 FILLING OF THE TANK, TESTING, DISINFECTING AND SAMPLING:

A. After the painting is completed, the OWNER, free of charge to the CONTRACTOR, will furnish, pump and dispose of sufficient water for

testing and sterilization.

B. Adequate ventilation which will effectively remove solvents shall be provided by the CONTRACTOR for proper drying of paints on interior surfaces. A minimum of 24 hours following the application of the final coat on the interior and three days following application of the final coat on the exterior shall be allowed before the tank is disinfected or filled with water.

C. The CONTRACTOR shall be responsible for assisting the Owner with the disinfection, bacteriological sampling and testing of the elevated tank upon completion of painting.

1. This work will be done by Owner in accordance with AWWA Standard for Disinfection of Water Storage Facilities, AWWA C652, Method 3, and the current Illinois Environmental Protection Agency (IEPA) Technical Policy Statements and guidelines. Samples will be taken on two consecutive days and submitted to an IEPA certified lab.

2. Any leaks, which are disclosed by this test, shall be repaired by gouging out defective areas and rewelding by the Contractor. Any paint damaged by repairs shall be properly restored by the Contractor.

3. The OWNER shall provide the required documentation, test results, etc. required by the IEPA for placing the elevated tank in service. All sampling and testing shall be done in a manner approved by the IEPA. The cost of this work shall be considered incidental to the cost of the project.

4. The water for the initial filling shall be furnished by the OWNER without charge to the CONTRACTOR. If the disinfection process does not pass, the CONTRACTOR shall washdown all interior wet parts of the tank, especially hard to reach locations, and the Owners will refill, re-disinfect, and re-test the tank. The entire cost of all subsequent work to drain and refill the tank and repeat the disinfection procedure shall be paid for by the CONTRACTOR. The water required for refilling the tank shall be paid at the OWNER'S regular water service rate by the CONTRACTOR.

5. All work associated with Tank Disinfection, Sampling, and Bacteriological Testing shall be paid for at the Contract unit price per Lump Sum for TANK DISINFECTION, SAMPLING AND BACTERIOLOGICAL TESTING which shall include all

labor, materials, tools, and equipment to perform the work.

1.09 SCHEDULE

A. The CONTRACTOR shall minimize the down time of the tank and ensure that the tank is online during the high-water use period. **This period is defined as June 15 – August 15. Under no circumstances may work may take place during this time. The tank must be back in full operation during the entirety of this period.** Two working periods will be allowed. Period one is from April 13, 2026 until June 14, 2026 and period two is from August 16, 2026 until October 31, 2026. The Contractor shall have 120 calendar days during these two periods to complete the work.

PART 2 - PRODUCTS

2.01 GENERAL:

A. Fall Prevention: Ladders shall be equipped with a safety device meeting OSHA standards.

Ladder safety devices shall be a Lad-SAF fall prevention cable system. Contractor shall furnish 2 Harnesses and 2 LAD-SAF Cable grabs & 2 safety lanyards as part of this system.

2.02 TANK REPAIRS:

A. All repairs and replacement of deteriorated equipment, such as ladders, hatches, foundations, etc., shall be in compliance with AWWA and OSHA standards. All replacement equipment shall meet or exceed original manufacturer's requirements.

PART 3 - EXECUTION

3.01 CONSTRUCTION STAGING

A. The Contractor shall adhere to the staging location map in Appendix 1. The Contractor shall notify the City a minimum of seven (7) days prior to needing the tank drained.
B. At or prior to the preconstruction meeting, the Contractor shall provide to the City and Engineer a schedule/phasing of the rehabilitation.

3.02 TANK CONTAINMENT

A. Full tank containment is required at all times when working on the exterior of the tank. The cost shall be incidental to the project. The CONTRACTOR is responsible for minimizing dust and debris during the project. The CONTRACTOR may utilize robotic abrasive blast cleaning equipment and/or wet abrasive blast cleaning to minimize dust and debris. The containment system shall meet the requirements of SSPC Guide 6.

B. It shall be the CONTRACTOR'S responsibility to comply with all federal, state and local requirements governing the removal and disposal of waste generated on site. The Contractor shall take note of the tank paint sample results found in Appendix 2.

C. Contractor shall not allow any dust, debris, excess water, or paint droplets to leave the site and cause damage to neighboring property. Insufficient containment of abrasive debris, excess water, paint droplets, or generation of nuisance dust beyond the site limits is just cause for shut-down of the job until proper protective measures are in place and violations have been remedied.

D. Containment:

When required by federal, state or local regulation, the entire tank and structure shall be enclosed and surface preparation debris contained. Refer to SSPC-GUIDE 6 (CON), "Guide for Containing Debris Generated During Paint Removal Operations".

Refer to SSPC-GUIDE 7 (DIS). NOTE: All surface preparation debris must be disposed of in accordance with applicable federal, state and local regulations.

The painting contractor shall cut and grind flush all exterior containment structure lugs and prepare and paint areas as described in the exterior painting section of these specifications.

Upon removal of the exterior lugs, the painting contractor shall also repair any damaged interior coating by methods described in the interior painting section of these specifications. Abrasive blasting to bare metal (SSPC-SP6) will be required in the damaged areas.

The CITY realizes there will be a number of days in which wind gusts may prevent the use of the containment system. The CONTRACTOR should anticipate this and plan to perform other tasks on these days. If there is an excessive amount of windy and inclement days precluding the use of the containment system,

thereby jeopardizing completion within the time specified, the CONTRACTOR may request in writing to the ENGINEER for a time extension. The CITY and ENGINEER will determine if a time extension is warranted.

It shall be the CONTRACTOR'S responsibility to comply with all federal, state and local requirements governing the removal and disposal of lead and/or chromium based paint and all requirements governing worker safety.

The CONTRACTOR will furnish and require all workers and authorized persons (ENGINEER, OWNER) to wear personal protective equipment required for the type of environment to which they are exposed. The protective equipment shall include, but not be limited to, respiratory protection equipment (meeting OSHA requirements), eye protection, ear protection, protective clothing and other items as required. The CONTRACTOR shall provide for decontamination of workers, authorized persons and equipment in the work area so that lead is not transmitted beyond the containment area.

The CONTRACTOR shall be responsible for the clean-up in accordance with federal, state and local laws of any release (consistent with federal and state guidelines) of hazardous substances which result from his work. No additional compensation will be provided for any such clean-up.

In order to prevent emission of hazardous materials into the surrounding atmosphere and area, the CONTRACTOR shall contain his abrasive blasting operations with a properly designed, erected and operated enclosure, or by the use of vacuum blasting equipment (if approved for use by the ENGINEER), or by a combination of the two methods.

The CONTRACTOR shall completely enclose the tank container and structure with fire-retardant 100% impervious screening to contain the blasting debris and/or paint overspray. The debris must be contained within 30 feet of the base of the tank. Areas of the roof within the surrounding screen shall be contained with pie shape screens with side curtains so that blasting debris falls within the surrounding screen. All roof blasting shall be accomplished within the pie shape screens. The mesh size shall limit emissions into the atmosphere. The enclosure shall be designed to be raised and lowered within fifteen (15) minutes to prevent storm damage to the enclosure, the tank, personnel, and surrounding property. The enclosure shall be designed not to impose excessive loading on the

tank and tank appurtenances. Membranes that are impervious to the abrasive and paint debris shall be placed on the ground around the base of the tank to prevent the contained material and any runoff from contaminating the ground.

The Contractor shall not allow any dust, debris, excess water or paint droplets to leave the site and cause damage to neighboring property. Insufficient containment of abrasive debris, excess water, paint droplets, or generation of nuisance dust beyond the site limits is just cause for shut down of the job until proper protective measures are in place and violations have been remedied.

The containment system shall meet the additional requirements of the Society of Protective Coatings - Guide 6 for Class 3A containment as follows:

CONTAINMENT MATERIALS:

Type A1: Rigid - Containment materials consist of singular panels, interlocking panels or modular fabrications constructed of plywood, aluminum, rigid metal, plastic or similar materials.

Type A2: Flexible - Containment materials are comprised of screens, tarps, drapes, plastic sheeting or similar materials.

AIR PERMEABILITY OF CONTAINMENT MATERIALS:

Type B1: Air Impermeable - Materials that are impervious to dust or wind including but not limited to:

Tarps or Drapes - Formed or woven material free of holes or openings

Plastic Sheeting - Single or double ply, heavy wall construction plastic. Reinforced plastic may be necessary for some applications. Sheeting should be fire resistant.

Panels - Panels of plywood, aluminum, corrugated plastic, metal or similar rigid materials.

Type B2a: Air Penetrable-Tightly Woven – Material that is tightly woven, but not coated. Material is capable of retaining airborne particles but because it is not coated, does not meet the definition of Air Impenetrable. Tightness of the weave may be compromised with extended use.

SUPPORT STRUCTURE:

Type C1: Rigid Support Structures - Allow no movement and are comprised of scaffolding and framing to which the containment materials are affixed.

Type C2: Flexible Support Structures - Allow minor movement and are comprised of cables, chains or similar systems to which the containment materials are affixed.

TREATMENT OF JOINTS:

Type D1: Fully Sealed Joints - All mating joints between the containment materials and the structure and floor are sealed. Sealing includes overlapping of seams when using flexible materials (overlap a minimum of 2 feet) and the use of stitching, taping, caulking, or other sealing measures.

ENTRYWAYS:

Type E3: Entryway Through Overlapping Door Tarps - The use of multiple flaps overlapping door tarps to minimize dust escape through the entryway.

AIR MAKE-UP POINTS:

Type F1: Controlled Air Supply (Intake) – The use of baffles, louvers, flap seals, filters, and ducts on supply air points to preclude inadvertent escape of abrasive and debris. They may or may not be used with fans.

Type F2: Open Air Supply (Intake) - Open air entry points without the use of ducts, valves or baffles.

INPUT AIR FLOW:

Type G1: Forced Input Air Flow – Fans or blowers are used at the supply air points or other locations within containment to assist air flow through the containment structure. When used with a negative pressure system, the input air flow must be properly balanced with the exhaust capacity throughout the range of operations.

Type G2: Natural Input Air Flow - Fans or blowers are not required at air entry points.

AIR PRESSURE INSIDE CONTAINMENT:

Type H3: Not Required: Specified degree of negative pressure not required.

AIR MOVEMENT INSIDE CONTAINMENT:

Type I2: Minimum Air Movement is Not Specified: Reduce airborne lead exposure in accordance with the provisions of 29 CFR 1926.62 and to prevent the escape of airborne lead particulates from the containment.

EXIT AIR FLOW/DUST COLLECTION:

Type J2: Air Filtration Not Required – Natural exhaust air flow shall be employed.

In areas where the CONTRACTOR intends to use vacuum blasting equipment, the CONTRACTOR must submit to the ENGINEER for approval (prior to the start of any work) full operational data on the system.

As a minimum, the vacuum equipment shall be of a series which has demonstrated containment of a removed lead based paint. This is to have been determined by a independent competent testing authority (university or similar laboratory) to meet the following criteria:

99% containment of the removed surface containment.

Maintenance of ambient air quality so as to have no detectable contaminate at 15 feet downward during operation.

If approved for use by the ENGINEER, the CONTRACTOR shall require the manufacturer to conduct a demonstration of the proposed equipment of sufficient duration and scope to establish full compliance with the requirements.

Improper use of the enclosure, vacuum blasting equipment or any other approved containment system will not be permitted. Spilling of more than a total of five pounds of blasting residue, or random emissions of blast residue, of a cumulative duration exceeding 10% of the time spent performing the surface preparation and clean-up shall be considered unacceptable. Operations will be halted until the ENGINEER approves the CONTRACTOR'S plan to correct the problem. In addition, the OWNER reserves the right to stop work or to require additional containment methods, if the CONTRACTOR'S

operations create a nuisance beyond the project site in the sole opinion of the OWNER, ENGINEER or the OWNER'S designated representative.

The containment system attachments to the tank shall be designed by a Structural Engineer registered in the State of Illinois not to impose excessive loading on the tank and tank appurtenances. The CONTRACTOR shall submit the Structural Engineer (S.E.) designed, stamped, and signed details of the containment system and the attachment details for review prior to installation of the containment system on the tank. The containment system will place additional loads on the tank which the tank was not originally designed for. The CONTRACTOR shall reinforce the tank as necessary to assure no damage or permanent deformation occurs to the tank. Any damage done to the tank as a direct or indirect result of the containment system shall be repaired or sections replaced by the CONTRACTOR at no additional cost to the OWNER. Neither the ENGINEER or the OWNER assume any responsibility for the structural ability of the tank to support the containment system.

3.03 ABRASIVE

A. Paint Testing & Results: Paint samples were taken in 2012 and additional paint samples were taken in 2025. See Appendix 2 Paint Sample Report for these results. The CONTRACTOR is responsible for properly removing and disposing of any paint that has elevated levels of heavy metals. This work shall be considered incidental to the contract.

B. The abrasive used for all surfaces shall be a commercially available expendable or reusable. The abrasives used for all surfaces shall be in accordance with applicable portions of the Steel Structures Painting Council's abrasive specification No. 1, and other applicable portions of these specifications, and shall be of a grade and grit size required to produce the profile specified by the paint manufacturer for the coating system being applied. The CONTRACTOR shall submit to the ENGINEER for approval the manufacturer's product data sheets for the abrasive and the resulting profile of the abrasives proposed for use prior to the start of the work.

3.04 ROOF MANWAY IMPROVEMENTS AND ACCESS TUBE AIR GAP

The Contractor shall fully remove and dispose of the existing manway and roof hatch. The Contractor shall then furnish and install a 36-inch diameter steel access tube cover that will sit on top of the roof and be as close to being centered over the access tube as possible. The steel access tube

cover shall extend below the roof into the access tube a minimum of 6-inches and contain a 30-inch steel hatch cover that shall sit over the ladder. The 30-inch diameter hatch shall have a curb of 4-inches and a rain proof cover that extends 2-inches below the top of the curb. The hatch shall be installed with NSF 61 approved gasket between the curb and the cover. The hatch cover shall have an interior and exterior handle welded to the cover, an interior locking mechanism, a chain that shall be long enough so that the hatch can be opened fully but short enough so that the hatch does not hit the roof of the tank when fully opened or a bolt on the hinge to perform the same function, be hinged at one side and have a spring assisted opening mechanism. The hatch shall also have mechanism so that it can be fastened shut from the inside of the access tube. The Contractor shall install a hand hold tie off point adjacent to the cover hatch.

The air gap between the access tube and steel access tube cover shall then be sealed by utilizing Cretex internal chimney seal stainless steel clamps or an approved equal and a rubber gasket that shall be made of NSF 61 approved rubber. The seal shall be fastened in place on the new access tube cover and the existing access tube. The rubber gasket shall not be taut and shall have some excess rubber in the air gap to allow for movement of the access tube. The standard or equal clause shall apply to this specification. See Detail A and B in Appendix 4.

This work shall be paid for at the contract unit price per Lump Sum for ROOF MANWAY IMPROVEMENTS AND ACCESS TUBE AIR GAP which shall include all fabrication, material, rigging labor, tools, and equipment to perform the work.

3.05 FURNISH AND INSTALL MANWAY AND HATCH ON CONDENSATE PLATFORM

The existing condensate screened hatch that the ladder extends through shall be removed and disposed of. A 30-inch diameter hatch and a 4-inch tall collar shall be installed at **a new** the location determined by the Engineer. The new 30-inch hatch shall overlap the frame at least 2-inches, be hinged at one side, and have welded steel handles on both sides of the hatch. The hatch shall have a chain or bolt to prevent the hatch from completely swinging open and shall be able to be completely shut so that there is no opening onto the condensate platform when it is closed. The remaining hole in the condensate platform shall be completely sealed by steel sheet stock of the same thickness as the existing condensate platform. The cover shall overlap the condensate platform by a minimum of 5-inches on all sides and shall be continuous fillet welded. Two 2-inch diameter circular penetration shall be made through the condensate platform to run conduit up to the condensate platform to connect to the existing conduit and wiring. The penetration shall be sealed when wiring is run through it. See

Detail D in Appendix 4.

The CONTRACTOR shall submit the Structural Engineer (S.E.) designed, stamped, and signed detail of the condensate platform hatch as part of this work.

This work shall be paid for at the unit price per Lump Sum for FURNISH AND INSTALL MANWAY AND HATCH ON CONDENSATE PLATFORM which shall include all fabrication, labor, materials, tools, and equipment needed to complete this work.

3.06 REMOVE AND REPLACE LADDER TO CONDENSATE PLATFORM

The Contractor shall remove and dispose of the existing ladder from ground level to the condensate platform on the tank. The removal of the ladder shall include, removing the brackets and grinding the area flush. Accordingly, the contractor shall furnish and install a new ladder. See Appendix 4 – Details.

The new ladder shall be constructed of steel and shall be in accordance with OSHA 1910.23 and 1910.27. The new ladder shall be constructed in the location of the new condensate platform hatch in association with Section 3.05. A new 3 foot tall ladder shall be constructed directly above the new condensate platform hatch so that climbers can tie off to it when entering the condensate platform. The ladders shall be secured to the adjacent structure with steel bar brackets welded to the side rail and to the structure with complete structural welds. Any necessary temporary protective devices for compliance with Federal OSHA requirements, all state and local safety regulations, and safe working practices shall be furnished and maintained by the Contractor. The rungs of the ladder shall be a minimum of ¾” in diameter and the width between siderails shall be a minimum of 16-inches.

The CONTRACTOR shall submit the Structural Engineer (S.E.) designed, stamped, and signed detail of the new ladder and steel bar brackets as part of this work.

This work will be paid for at the contract price per Lump Sum for REMOVE AND REPLACE LADDER TO CONDENSATE PLATFORM, of the specified location, which shall include all labor, materials, fabrication, rigging, equipment, and tools necessary to complete the work. All conduits shall be relocated away from the ladder side rails. Electrical conduits and associated appurtenances to be moved shall be completed in accordance with 3.30 MOVE ELECTRICAL CONDUIT WIRING AND BRACKETS.

3.07 REMOVE AND DISPOSE OF EXISTING ROOF LADDER

The Contractor shall fully remove and properly dispose of the existing roof ladder, safety climb system, the handrails, unused conduits, the steel pole tie off point, and any other items on the roof as indicated by the Engineer. All welds shall be ground smooth for repainting.

This work shall be paid for at the contract unit price for Lump Sum for REMOVE AND DISPOSE OF EXISTING ROOF LADDER which shall include all labor, rigging, materials, tools, disposal, and equipment necessary to complete this work.

3.08 FURNISH AND INSTALL ROOF HANDRAIL

The Contractor shall then furnish and construct a new roof handrail on the roof of the tank as shown in Appendix 4 - Details. The new handrail will be in compliance with the current OSHA standards and include a self-closing gate. The handrail (or top rail) shall have a vertical height of 42-inches nominal from the upper surface of the top rail to the roof. The top rail shall be smooth-surfaced throughout the length of the railing. The new mid rail shall be placed halfway between the top rail and the floor/platform.

All railings shall comply with OSHA 1910.23 (Guarding Floor and Wall Openings and Hole). The top handrail shall be placed at a height of 42-inches and be a minimum of 2 ½” x 2 ½” x ¼” angles. The mid-rail shall also be a minimum of 2 ½” x 2 ½” x ¼” angles. The uprights/angle vertical supports shall be a minimum of 2” x 2” x 3/8” angles. The ends of the rails shall not overhang the terminal posts except where such overhang does not constitute a projection hazard. The anchoring of posts and framing of members for railings of all types shall be of such construction that the completed structure shall be fully capable of withstanding a load of at least 200 pounds applied in any direction at any point on the top rail. A 4-inch toe rail shall also be furnished and installed. There shall be a gap of no less than .1 inches and no larger than .5 inches below the toe rail to allow for drainage.

This work will be paid for at the contract unit price per Lump Sum for FURNISH AND INSTALL ROOF HANDRAIL which shall include all labor, fabrication, materials, rigging, and equipment necessary to complete this work. This item includes furnishing and installation for the handrails, self-closing gate, and appurtenances with both the handrail shown around the bolted hatch and the roof hatch. This pay items also includes dismantling, storing, and reinstalling the SCADA antenna, conduit and wire, as well as the FAA obstruction light and any conduit and wire needed to reinstall the light and put it back into full operation.

3.09 TIE OFF ANCHORS

The CONTRACTOR shall install tie off anchors at the locations shown on Detail C Typical Roof Layout. This pay item shall be paid for at the contract unit price per EACH for TIE OFF ANCHORS which shall include all labor, materials, and equipment necessary to complete this work.

3.10 WELD REPAIR – HOLES

Any holes identified in the tank shall be repaired by welding the hole shut or by welding a steel plate over the hole. The plate shall be continuous fillet welded and shall be of the same thickness as the existing steel.

This work shall be paid for at the unit price per Each for WELD REPAIR – HOLES which the price shall include all labor, materials, equipment, and tools necessary to complete the work including any rigging necessary to reach the repair location.

3.11 WELD REPAIR – BROKEN WELDS

Any broken weld on the tank shall be repaired by blasting the weld clean to a SSPC-SP10 on the wet interior, and a SSPC-SP6 anywhere else on the tank ensuring the weld is clear of any dirt, debris, grease, or paint. The Contractor shall then re-weld the broken weld using a continuous fillet weld so that the weld is fully attached to the tank.

This work shall be paid for at the unit price per linear Inch for WELD REPAIR – BROKEN WELDS which the price shall include all labor, materials, equipment, and tools necessary to complete the work including any rigging necessary to reach the repair location.

3.12 REMOVE AND REPLACE FALL PREVENTION DEVICE

The CONTRACTOR shall remove and dispose of the safety climbing devices on the existing ladders.

The replacement ladder safety devices shall be a DBI-SALA Lad-Saf Cable Vertical Safety System as manufactured 3M of 2501 Hudson Road, Saint Paul, Minnesota 55144.

Contractor shall also furnish two (2) Harnesses, two (2) DBI-SALA Lad-Saf X3 Detachable Cable Sleeves and two (2) safety lanyards as part of this system.

This work will be paid for at the contract unit price per Lump Sum for

REMOVE AND REPLACE FALL PREVENTION DEVICE which shall include all labor, materials, and equipment necessary to complete this work.

3.13 SEAL WELD SHELL STIFFENING ANGLES

The Contractor shall completely seal weld the interior wet shell stiffening angles. All welds, weld spatter, and sharp welds shall be ground smooth.

Detailed weld repair procedures shall be submitted for review prior to the start of any work.

This work shall be paid for at the Contract unit price per Lump Sum for SEAL WELD SHELL STIFFENING ANGLES and shall include all labor, materials, equipment, and tools necessary to complete this work.

3.14 FURNISH AND INSTALL RISER SAFETY HANDRAIL

The Contractor shall furnish and install a heavy-duty safety handrail that completely encircles the 5-foot diameter riser pipe. The new mid rail shall be constructed of a minimum of 2 ½" x 2 ½" x ¼" angles and be placed halfway between the top rail and the floor. All railings shall comply with OSHA 1910.23 (Guarding Floor and Wall Openings and Hole). The top handrail shall be placed at a height of 42-inches and be a minimum of 2 ½" x 2 ½" x ¼" angles. The mid-rail shall also be a minimum of 2 ½" x 2 ½" x ¼" angles. The uprights/angle vertical supports shall be a minimum of 2" x 2" x 3/8" angles. **The handrail shall be reinforced with 3" x 3" x ¼" angle iron kickers as required to provide adequate reinforcement so that the handrail may be tied off to.** See the "Hand Rail" drawing in Detail C in Appendix 4. Note the proposed handrail around the riser shall have kickers.

This work shall be paid for at the contract unit price per Lump Sum for FURNISH AND INSTALL RISER SAFETY HANDRAIL which shall include all labor, fabrication, materials, equipment, and tools necessary to complete this work.

The CONTRACTOR shall submit the Structural Engineer (S.E.) designed, stamped, and signed detail of the riser safety handrail as part of this work.

3.15 FURNISH AND INSTALL OVERFLOW FLAP GATE

The Contractor shall furnish and install a weighted flap valve with a #24 mesh non-corrodible screen for the overflow pipe, as shown in the Appendix 4 – Detail E to replace the existing overflow outlet. The flap shall be field adjusted so the flap assembly sets in the closed position. The overflow must discharge between 12" and 24" above the finished ground or pad surface. This work shall include all necessary fittings to make this

connection/repair. The CONTRACTOR shall submit shop drawings of the overflow flap for review by the Engineer. See Detail E in Appendix 4.

Removal or demolition of any existing structures necessary to complete this work is considered incidental to the cost of construction.

The CONTRACTOR shall submit the Structural Engineer (S.E.) designed, stamped, and signed detail of the counterweighted flap on the overflow pipe as part of this work.

This work will be paid for at the contract unit price per Lump Sum for FURNISH AND INSTALL OVERFLOW FLAP GATE of the diameter specified which shall include all labor, materials, and equipment necessary to complete this work.

3.16 CONDENSATE DRAIN MODIFICATIONS

The Contractor shall connect a new PVC pipe of the same diameter of the condensate drain opening so that water may continuously drain down to the sump pit in the valve pit. The new PVC pipe shall be fastened to the side of the riser pipe and shall enter the valve pit via the 3-inch diameter hole in the valve pit hatch. There shall be an airgap located near the top of the assembly. The Contractor shall also weld steel support brackets to the riser pipe to support the new condensate drain. This work shall also take into account any piping necessary in the valve pit to ensure the drain line drains into the sump pit. See Detail G in Appendix 4.

This work shall be paid for at the unit price per Lump Sum which shall include all labor, tools, rigging, equipment, and materials necessary to complete this work.

3.17 VALVE PIT LADDER AND HATCH MODIFICATIONS

The ladder in the valve pit shall be completely removed and replaced with a steel ladder that shall be fully OSHA compliant in accordance with OSHA standard 1910.23(d)(13)(ii). A hatch for the valve pit shall be specially manufactured by Haliday Products to fit the valve pit. The detail can be found in Appendix 7. It shall have openings for the chlorine analyzer and condensate drain into the pit and the handle shall be located on the ladder side of the hatch. The ladder shall also have a Halliday Series L1E Ladder Extension Model A fixed to it. The Contractor shall be responsible for any assembly and installation of the hatch following the specifications and procedures provided by Halliday Products. A 3”x3” steel angle shall be added to the south portion of the valve pit that shall extend completely across the opening and shall be capable of supporting a minimum load of 300psf. This angle shall be used to support the new valve pit cover. All

dimensions shall be field verified by the CONTRACTOR.

Contact Jake Halliday from Halliday Products to order the hatch cover and ladder extension. He can be reached via email at jake@hallidayproducts.com.

This work shall be paid for at the Contract unit price per Lump Sum for VALVE PIT LADDER AND HATCH MODIFICATIONS which shall include all labor, materials, tools, fabrication, coordination, and equipment necessary to complete this work.

3.18 SEAM SEALING

Following the completion of the finish coat in the interior wet on the tank, the CONTRACTOR shall seal all roof lap seams with Sika Flex 1a. All cracks with less than 1 inch of separation shall be sealed or as directed by the ENGINEER.

This work will shall be considered as Incidental to INTERIOR PAINTING COMPLETE (WET AREA) which shall include all labor, materials, and equipment necessary to complete this work.

3.19 CONCRETE REPAIR

Concrete repair is limited to the foundation of the tank, the valve pit, and the interior floor.

Surface Preparation: Any chipped concrete corners (greater than 1 in. loss), cracks (greater than 1/16 in. wide), and other failed areas of concrete indicated by the ENGINEER shall be removed by chipping, scarification or other approved method and remove all existing paint and provide surface profile in accordance with ICRI CSP-5 by brush blast cleaning the entire surface to six inches below grade.

Filling and patching: Fill and patch surface voids greater than 1/2 inch with Tnemec Series N218 MortarClad mixed with Pea Gravel or approved equal. The materials shall be prepared and applied in accordance with the manufacturer's instructions. The patched areas shall conform to the original contour of the concrete foundation + 1/8 in.

Resurfacing: Apply Tnemec Series N218 MortarClad (or approved equal) to the entire surface to restore the concrete surface to a contiguous plane and to reduce outgassing of the concrete (1/16-inch DFT).

First Field Coat: Apply one coat of Tnemec Series 156 EnviroCrete. This coating shall be applied at a dry film thickness of 6.0 – 8.0 mils.

Final Field Coat: Apply one coat of Tnemec Series 156 EnviroCrete in the color specified by the ENGINEER/OWNER. This coating shall be applied at a dry film thickness of 6.0 – 8.0 mils.

This work will be paid for at the contract unit price per Lump Sum of CONCRETE REPAIR, which shall include all labor, materials, and equipment necessary to complete this work.

3.20 GROUT REPAIR

The grout which is between the bottom plate and the concrete foundation shall be examined for any missing or loosened portions and those portions shall be replaced with a non-shrinking, non-staining, high-strength structural grout material. The material shall be one of the following:

1. Sika Corporation's SikaGrout – 928
2. Euclid Chemical Company's EUCO N-S Grout
3. L&M Construction Chemicals DURAGROUT
4. Sika Corporation's SikaGrout - 212
5. Approved Equal

The final contour of the grout shall be vertical and flush with the outer edge of the bottom plate, and shall not overlap the outer edge of the bottom plate. After the grout has hardened sufficiently for the application of a curing compound, a water-based curing compound shall be applied to the exposed grout surfaces. The curing compound shall be a water-based material and be one of the following:

1. Master Builder's MASTERFLOW 928
2. Euclid Chemical Company's AQUA-CURE
3. L&M Construction Chemicals L&M CURE
4. Approved Equal

After cleaning and painting, any separation between the bottom plate and grout greater than 1/32 shall be filled with Sikaflex-1a from Sika Corporation or an approved equal material.

This work shall be paid for at the contract unit price per Lump Sum for GROUT REPAIR, which shall include all materials, labor, equipment, and tools necessary to complete this work.

3.21 LOCK MANHOLES

All tank manholes which have a locking mechanism shall be locked by the CONTRACTOR at the completion of the project. The bolted roof hatch shall utilize 2 padlocks furnished by the OWNER and be locked on opposite

ends of the hatch. All other hatches shall utilize one pad lock as furnished by the OWNER.

This work shall be considered incidental to the contract.

3.22 WELD REPAIR – CORROSION PITS

The Contractor shall repair all corrosion pits 3/16 of an inch deep and any pits deeper than 50% of the plate thickness. The CONTRACTOR is responsible to inspect and test the thickness in accordance with Section 11 of AWWA D100, except the cost for the inspection, testing, and documentation shall be the responsibility of the CONTRACTOR and shall be incidental to this pay item, WELD REPAIR – CORROSION PITS. Once the corrosion pits have been properly filled, the welds shall be ground to a reasonably smooth finish (clean, sound metal). All welding shall meet the requirements and be in accordance with AWWA D100. All welders must be qualified and certified in accordance with AWWA D100.

Detailed weld repair procedures shall be submitted for review prior to the start of any work.

This work will be paid for at the contract unit price per Square Inch for WELD REPAIR – CORROSION PITS, only upon approval by the ENGINEER and/or OWNER, which shall include all labor, materials, and equipment necessary to complete this work.

3.23 PIT FILLING, APPLIED

After the specified surface preparation, any pits (less than ½ wall thickness), rough areas or seams defined for pit filling or surfacing by the ENGINEER shall be filled to flush with solventless polyamide epoxy seam sealer of the type recommended by the supplier of the interior paint system. The epoxy seam sealer shall be applied neatly and smoothly to the steel surfaces and any rough areas of the seam sealer shall be sanded smooth prior to the application of the coating system. Costs for all labor, equipment, supplies, rigging, and other associated costs for application of the solventless polyamide epoxy seam sealer shall be included in the unit price per gallon.

Pit Filling should be provided and installed as necessary to provide a steel tank of uniform thickness. The material used for pit filling shall be submitted for review prior to the start of any work and shall be recommended by the supplier of the paint system. Pit filling shall be completed in accordance with the manufacturer's printed instructions after the application of the

primer.

This work will be paid for at the contract unit price per Gallon for PIT FILLING, APPLIED, only upon approval by the ENGINEER and/or OWNER, and shall include all labor, materials, and equipment necessary to complete this work.

3.24 INSTALL WELDED STEEL CAPS OVER ABANDONED CATHODIC PROTECTION ANODE HOLES

During the removal of the cathodic protection system, hand holes in the dome area and sidewalls of the tank have been created at locations where the rods were removed. Additional abandoned rigging holes exist from previous rehabilitation projects that shall be sealed. Bolts that are currently sealing these holes shall be fully removed before the new steel plates are welded over them. All abandoned anode and rigging holes should be sealed by welding a 6” x 6” ASTM A131, grade A steel plate, ¼” thick, at each opening with continuous ¼” fillet welds on the interior and exterior of the tank. The Contractor shall verify that the 6” x 6” plate is adequate in size to cover the hand hole. Detailed welding procedures shall be submitted for review prior to the start of any work.

All existing holes, whether currently in good condition or not, shall be opened and a welded steel plate be installed.

This work will be paid for at the contract unit price per Each for INSTALL WELDED STEEL CAPS OVER ABANDONED CATHODIC PROTECTION ANODE HOLES, which shall include all labor, materials, and equipment necessary to complete this work.

3.25 FURNISH AND INSTALL CATHODIC PROTECTION SYSTEM

The Contractor shall remove, protect, and deliver to the Owner the existing cathodic protection system equipment that will not be reused for the new system. The Contractor shall remove and properly dispose of any remaining components of the existing cathodic protection system as directed by the Engineer.

The proposed Cathodic Protection System shall be designed, provided by and installed by Corrpro Waterworks per the proposal in Appendix 3. The CONTRACTOR shall submit drawings signed by a licensed professional engineer in the State of Illinois, for review. This work will be paid for at the contract unit price per Lump Sum for FURNISH AND INSTALL CATHODIC PROTECTION SYSTEM, which shall include the removal and disposal of any remaining components of the existing cathodic protection system, all

engineering design, labor, materials, equipment, and supervision necessary to complete this work.

The CONTRACTOR shall be responsible for coordination with Corrpro Waterworks and providing any necessary welded brackets, fittings, or miscellaneous items, as required by Corrpro Waterworks including, but not limited to, a mounting bracket for the rectifiers if the current bracket is unusable, anode support rings, entrance penetration coupling, and interior wet cable protection brackets. The existing rectifier mounting brackets shall be reused. It is likely that many of the other components of the existing system can be reused too. The Contractor shall verify what components need to be removed and what components need to be installed with Corrpro before performing any work. This coordination and any brackets, fittings, or miscellaneous items shall be incidental to the Contract with the OWNER.

The cathodic protection system shall not be energized until after the First Anniversary Inspection of the painting has been conducted. Upon completion of the First Anniversary Inspection, the CONTRACTOR shall have Corrpro Waterworks calibrate the cathodic protection system for proper operation. The CONTRACTOR shall forward the certified results of the installation and calibration to the OWNER and ENGINEER.

The quote from Corrpro to complete this work has been included in Appendix 3. Any other work associated with this pay item shall be considered as incidental to the Contract.

3.26 SCADA INTEGRATION

The Owner will be hiring a contractor, separate from this contract, to perform the SCADA integration. The CONTRACTOR shall be responsible for informing the OWNER and ENGINEER a minimum of 3 weeks before the tank will be put back into service so that they can coordinate the SCADA integration. This work shall be considered incidental to the contract.

Failure to inform the OWNER and ENGINEER may result in a delay to putting the tank back into service. The CONTRACTOR shall only have the tank offline as outlined in Section 1.09 of these specifications and no additional compensation shall be considered for any time lost due to delays in putting the tank back into service.

3.27 WASTE DISPOSAL

The contractor shall be responsible for collection and testing of waste stream samples at completion of the removal process or during interim cleanup of the project area. To ensure proper test results, it is imperative that the waste stream be segregated from any other waste generated on

the job site. The contractor shall collect the debris in central areas and mix the waste to ensure uniform samples can be obtained. Samples of the waste shall than be collected in accordance with the requirements of EPA SW-846.

The contractor shall ensure proper chain of custody forms are filled out for each sample. Test results obtained without proper chain of custody documentation shall be deemed invalid.

Sufficient samples shall be taken to ensure proper categorization of the waste stream. At a minimum, 1 sample per each 55 gallon drum collected or 4 samples for per each gondola or roll off box shall be collected. As a safety measure, duplicate samples of each waste stream shall be taken and delivered to the owner for archiving. The duplicate samples shall be collected, labeled, and delivered using the same protocols as those sent to the laboratory for analysis.

The above samples shall be delivered to an accredited laboratory for testing using proper chain of custody documentation. TCLP tests shall be completed in accordance with EPA Method 1311 as found in Appendix II of 40 CFR 261. The laboratory shall submit copies of the test results directly to the contractor, owner, engineer, and owners environmental representative.

The contractor and owner shall be considered co-generators of all waste material generated as a result of the construction activities governed by these specifications.

Waste material that has measured leachabilities less than those levels indicated in the specification and has not been classified as a hazardous waste for other properties or constituents shall be transported and disposed of as industrial wastes in accordance with the governing federal, state, and local regulations.

Should test results indicate waste material is classified as hazardous in accordance with RCRA regulations, the contractor shall dispose of all waste materials in accordance with but not limited to 40 CFR 260-268 and other state and local regulations. The contractor shall pay particular attention to the following items:

1. The contractor shall pay strict attention to the requirements of 40 CFR 262 and 40 CFR 265 for on-site handling of debris. Special attention shall be given to the time of storage, amount of material stored at any one time, use of proper containers, personnel training and confirmation that an EPA Identification Number is obtained.

2. Paint debris shall not be placed on the unprotected ground and shall be shielded to prevent dispersion of the debris by wind or rain. Any evidence of improper storage shall be cause for immediate shutdown until corrective action is taken

3. The contractor shall prepare and retain on-site a PPCP in accordance with 40 CFR 265 Subparts C & D for steps to be taken in the event of an unplanned release.

4. The contractor is advised that the discharge of 10 or more pounds of elemental lead or chromium into the water, soil, or air within a 24 hour period is considered a reportable release in accordance with 40 CFR 302.4. Elemental lead or chromium shall be calculated based upon the total percent lead or chromium concentration of the coating being removed.

5. The contractor shall arrange for the transportation of the debris from the site in accordance with the requirements of 40 CFR 263, and disposed of in accordance with 40 CFR 264 and 40 CFR 268 including the necessary notifications, certificates, and manifests for shipments. Only licensed transportation and disposal facilities shall be used. Proof of licensing shall be provided to the OWNER.

6. The contractor shall be responsible for providing copies of waste shipment manifests to the owner verifying that all steps of the handling and disposal have been completed in accordance with the applicable regulations.

Should follow-up testing be required by regulations or the selected waste hauler or landfill, this shall be done at the CONTRACTOR'S expense. All costs for the initial collection of samples and testing shall also be paid for by the CONTRACTOR.

If the results of the testing of the contents of a container determine that the removed paint and spent abrasive blast material does not constitute a hazardous material, the material can be deposited in a Subtitle D special waste landfill. The CONTRACTOR shall be responsible for removing and properly transporting all the material from the project site. The material shall be properly manifested and shall be transported in covered container to prevent the loss of any material in transit. BIDDERS should prepare their base bid sum to include the cost of the transporting of the combined paint and spent abrasive blast material to a Subtitle D special waste landfill and any deposition costs at that facility. The cost for this work will be paid for at the contract unit price per Ton for WASTE DISPOSAL – NON-HAZARDOUS. Please note the quantity listed in the bid schedule is an estimation only and will be adjusted up or down based on the actual quantity

of waste removed from the site.

A. If the results of the testing indicate that the spent abrasive blast material does constitute a hazardous material, then the CONTRACTOR shall be responsible to deposit this material in a hazardous waste landfill. If required, this work will be paid for at the contract unit price per Ton for WASTE DISPOSAL - HAZARDOUS as noted in the bid schedule for the actual quantity disposed. Please note the quantity listed in the bid schedule is an estimation only and will be adjusted up or down based on the actual quantity of waste removed from the site.

B. Regardless of whether the spent abrasive blast material is non-hazardous or hazardous, the CONTRACTOR shall submit certification that all material removed from the site has been properly disposed of at an approved landfill. CONTRACTOR shall meet the requirements of 35 Illinois Administrative Code Subtitle G.

THE USE OF RIVER SAND AND SILICA SAND BASED ABRASIVES SHALL NOT BE ALLOWED ON THIS PROJECT.

3.28 NAMEPLATE

The two nameplates shall be removed and/or protected as necessary. The removed the area behind the nameplate and the existing mounting bracket shall be cleaned and painted in accordance with the specifications. Should a new mounting bracket be required to be installed the cost of furnishing and installing it shall be considered as incidental to the Contract. Following the completion of the painting, any removed nameplates shall be fully reinstalled. This work shall be considered incidental to the Contract.

3.29 RIGHT TO STOP WORK

The OWNER reserves the right to stop work or to require additional or different containment methods if the CONTRACTOR’s operations create a nuisance beyond the tank site property line in the sole opinion of the OWNER, the ENGINEER, the OWNER’s designated representative, or any regulatory agency.

3.30 MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets shall be posted on the project site at all times for each chemical product on the job site, including but not limited to coatings, thinners, other solvents, disinfecting agents, abrasives, welding materials, and sealants. This shall be considered incidental to the cost of the contract.

3.31 MOVE ELECTRICAL CONDUIT, WIRING, & BRACKETS

The CONTRACTOR shall install mounting brackets on the tank at locations determined by the ENGINEER. The brackets shall be fully welded to the interior stem of the tank and be spaced at 10-foot vertical intervals in between the flutes all the way to the intermediate platform and shall tie into the electrical panel at that location. The conduit shall be installed so as not to interfere with the safe use of the access ladder. The conduit size and type shall match the existing conduit. See Detail F in Appendix 4. This pay item also includes moving and reinstalling all conduits, wiring, and associated appurtenances to connect from the ground level to the conduit that goes up the stem to the roof when the access ladder is moved.

The brackets are to be installed prior to surface preparation and coating of the interior and are not to be coated.

The Conduits are to be installed after the interior coating is completed. The new conduit shall replace the existing conduit that is fixed to the ladder and interferes with the users ability to use the ladder unobstructed.

Following the installation of the new conduit, new wire shall be installed in the conduit from the existing conduit at ground level to the electrical cabinet near the intermediate platform and connected to all existing appurtenances that require electricity. Following the installation of the wire, the old conduit and wire shall be removed and disposed of by the Contractor. Approximately 125 feet of new electrical conduit will have to be installed up to the tank roof.

This work will be paid for at the contract unit price per Lump Sum for MOVE ELECTRICAL CONDUIT, WIRING, & BRACKETS, which shall include all labor, materials, and equipment necessary to complete this work.

3.32 REMOVE AND REPLACE RAFTER BOLTS

Following the abrasive blast cleaning of the interior wet the CONTRACTOR and ENGINEER shall review the condition of the rafter bolts. Any bolts found to be in poor condition with severe metal loss shall be replaced in kind.

This work will be paid for at the Contract unit price per EACH for REMOVE AND REPLACE RAFTER BOLTS, which shall include all labor, materials, and equipment necessary to complete this work.

3.33 ROOF STRUCTURE REPAIR – REPLACE RAFTER

After completion of the abrasive blast cleaning, the CONTRACTOR and ENGINEER shall review the condition of the roof structure and evaluate for metal loss. The CONTRACTOR shall replace the roof rafters as designated by the ENGINEER.

The roof rafters shall be furnished by the contractor to match the existing rafters. The original engineering plans can be found in Appendix 6 for reference. The CONTRACTOR is responsible for confirming the size of the rafters in the field.

All welding shall meet the requirements and be in accordance with AWWA D100. All welders must be qualified and certified in accordance with AWWA D100.

The CONTRACTOR shall submit the Structural Engineer (S.E.) designed, stamped, and signed detail of the ROOF STRUCTURE REPAIR – REPLACE RAFTER as part of this work.

This work shall be paid for at the contract unit price per Linear Foot for ROOF STRUCTURE REPAIR – REPLACE RAFTER, which shall include all labor, materials, and equipment necessary to complete this work.

3.34 GARAGE DOOR MODIFICATIONS

The Contractor shall modify the west garage door bracket so that a vertical piece of angle iron and an kicker made of angle iron directly connect to a purlin that will be installed between the roof rafters similar to how the east garage door bracket is mounted. The new purlin and kicker shall match the size of the purlin and kicker of the east garage door track.

This work shall be paid for at the unit price per Lump Sum which shall include all materials, labor, equipment, and tools to complete this work.

3.35 REPLACE MAN DOOR AND FRAME

The Contractor shall fully remove the existing entry man door to the tank and the door frame and dispose of it. The Contractor is also responsible for disconnecting the existing electric locking mechanism from the door and leaving it in tact on the tank. The Contractor shall then furnish a new steel door and door frame that shall be reinstalled in place of the old door and frame. The door shall be reconnected to the existing electric locking mechanism and shall completely seal off the exterior so that there are no gaps above or below the door. If necessary, rubber gaskets will be installed on the door or door frame so that the door is completely sealed when shut. The door shall be made of 18 gauge steel, have 3 hinges, open inward, and be painted with the rest of the exterior of the tank. The frame shall also be

made of 18 gauge steel and be welded in place. The existing dimensions of the door are 36 5/8” x 83” x 1 ¾” and the existing dimension of the door frame are 4 7/8” x 1 15/16” x 40 1/16” however the Contractor shall field verify all dimensions. The Contractor shall submit a detail of the proposed door to be installed to the Engineer and shall have it approved by the Engineer before performing the work.

This work shall be paid for at the contract unit price per Lump Sum for REPLACE MAN DOOR AND FRAME which shall include all fabrication, materials, tools, equipment, and labor necessary to complete this work.

3.36 REPAIR LOUVERED VENTS

Some of the frames on the existing louvered vents are badly corroded and damaged. It is the intent for the frames to be repaired however, if the vents are badly damaged, they will then be replaced at the direction of the ENGINEER.

The corroded portion of the frame shall be removed and a new 2 1/2” x 15” x 1/16” steel piece of flat stock shall be welded to the frame so that the frame completely encloses the louver. This pay item also covers any work needed to remove the louver, make the repair, and put the louver back in its frame. The louver shall then receive a new 18x16 aluminum mesh screen on the exterior of the louver. The louver shall be sealed by utilizing Sika Flex 1a so that there are no air gaps from the interior to the exterior.

This work shall be paid for at the unit price Each for REPAIR LOUVERED VENTS and shall include all labor, materials, equipment, and tools necessary to complete the work.

3.37 REPLACE LOUVERED VENTS

If the existing louvered vents cannot be repaired, they shall be replaced as needed at the direction of the Engineer. If any require replacement, they shall be replaced at the direction of the Engineer.

The existing vents shall be completely removed and disposed of. New steel vents shall then be installed in place and fully sealed around the frames utilizing Sika Flex 1a if necessary. The vents shall be steel, non-drainable, stationary, be constructed of 18 gauge galvanized steel, have a standard mill finish, be painted with the rest of the exterior of the tank, and have an aluminum 18x16 mesh insect screen. The vents shall be of the same height, length, and depth as the existing louvers which are 14 15/16” W X 51” H x 4 1/8” D.

This work shall be paid for at the contract unit price per Each for REPLACE

LOUVERED VENTS which shall include all labor, materials, equipment, disposal, and tools necessary to complete this work. The Contractor shall either be paid for REPAIR LOUVERED VENTS or REPLACE LOUVERED VENTS if required. The Contractor shall under no circumstances be paid for both items for the same vent.

3.38 MISCELLANEOUS ITEMS

All unused brackets, erection lugs, antennas, mounts and cable/conduits, pipes, and other unused equipment on the tank are to be removed prior to tank painting. In addition, all unused electrical conduits, panels, fixtures and cabinets shall be removed prior to tank painting. This work shall be considered incidental to the contract.

All seals and gaskets, and screens on the existing vents, access hatches, and roof vent shall be removed and replaced with EPDM food safe gaskets. U-shaped EPDM food safe gaskets shall be utilized on the roof access hatch and painters hatch to further weatherproof the hatches.

Additionally, any ripped screen on the existing louvered vents in the stem shall be removed and replaced with a #16 mesh screen.

The cost to do this work shall be considered as incidental to the Contract.

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APPENDIX 1 – SITE EXHIBIT



Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com

DATE:	SEPTEMBER 2025
PROJECT NO.:	AU2501
BY:	KKP
PATH:	H:\GIS\PUBLIC\AURORA
FILE:	AU2501 Site.MXD

APPENDIX 1
SITE EXHIBIT

N

APPENDIX 2 – PAINT SAMPLE REPORT

First
Environmental
Laboratories, Inc

IL ELAP / NELAC Certification # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • FirstEnv.com

Case Narrative

ENGINEERING ENTERPRISES, INC.

Lab File ID: **25-7416**

Project ID: **Not Provided**

Date Received: **August 13, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
25-7416-001	Platform Paint Sample	8/13/2025 9:00
25-7416-002	Exterior Paint Sample	8/13/2025 9:00
25-7416-003	Interior Paint Sample	8/13/2025 9:00

Sample Batch Comments:

Sample acceptance criteria were met.

First Environmental Laboratories, Inc

IL ELAP / NELAC Certification # 100292

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Case Narrative

ENGINEERING ENTERPRISES, INC.

Lab File ID: **25-7416**

Project ID: **Not Provided**

Date Received: **August 13, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.

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Analytical Report

Client:	ENGINEERING ENTERPRISES, INC.	**Date Collected:**	08/13/25
Project ID:	Not Provided	**Time Collected:**	9:00
Sample ID:	Platform Paint Sample	**Date Received:**	08/13/25
Sample No:	25-7416-001	**Date Reported:**	08/19/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
Total Metals **Method: 6010C**		**Preparation Method 3050B**		
Analysis Date: 08/19/25		Preparation Date: 08/18/25		
Cadmium	< 0.5	0.5	mg/kg	
Chromium	67.6	0.5	mg/kg	
Lead	2.8	0.5	mg/kg	

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Analytical Report

Client:	ENGINEERING ENTERPRISES, INC.	**Date Collected:**	08/13/25
Project ID:	Not Provided	**Time Collected:**	9:00
Sample ID:	Exterior Paint Sample	**Date Received:**	08/13/25
Sample No:	25-7416-002	**Date Reported:**	08/19/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
Total Metals **Method: 6010C**		**Preparation Method 3050B**		
Analysis Date: 08/19/25		Preparation Date: 08/18/25		
Cadmium	0.7	0.5	mg/kg	
Chromium	38.4	0.5	mg/kg	
Lead	413	0.5	mg/kg	

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Analytical Report

Client:	ENGINEERING ENTERPRISES, INC.	**Date Collected:**	08/13/25
Project ID:	Not Provided	**Time Collected:**	9:00
Sample ID:	Interior Paint Sample	**Date Received:**	08/13/25
Sample No:	25-7416-003	**Date Reported:**	08/19/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
Total Metals **Method: 6010C**		**Preparation Method 3050B**		
Analysis Date: 08/19/25		Preparation Date: 08/18/25		
Cadmium	12.4	0.5	mg/kg	
Chromium	16,800	0.5	mg/kg	
Lead	308	0.5	mg/kg	

First Environmental Laboratories, Inc.

First Environmental Laboratories
1600 Shore Road, Suite D
Naperville, Illinois 60563
Phone: (630) 778-1200 • Fax: (630) 778-1233
E-mail: firstinfo@firstenv.com • www.firstenv.com
IEPA Certification #100292

CHAIN OF CUSTODY RECORD

Company Name: ENGINEERING ENTERPRISES INC
Street Address: 52 WHEELER ROAD
City: SUGAR GROVE State: IL Zip: 60554
Phone: 630-878-1377 e-mail: MSCHWEISTHAL@RELWEB.COM
Send Report To: MIKE SCHWEISTHAL
Sampled By: MIKE SCHWEISTHAL

Project I.D.:_____
P.O. #:_____

25-7416

Date/Time Taken	Sample Description	Matrix	Parameter(s) Pb, Cd, Cr								Hold – Do Not Analyze	Comments	Lab I.D.
8/13/25 9:00AM	PAINT SAMPLE PLATFORM	O	X										001
8/13/25 9:00AM	PAINT SAMPLE EXTERIOR	O	X										002
8/13/25 9:00AM	PAINT SAMPLE INTERIOR	O	X										003

FOR LAB USE ONLY:

Cooler Temperature: 0.1-6ºC Yes__ No.__ _____ºC
Received within 6 hrs. of collection:_____
Ice Present: Yes__ No__

LAB COURIER USE ONLY:

Sample Refrigerated: Yes__ No__
Refrigerator Temperature:_____ºC

Program: ☐ TACO/SRP ☐ CCDD ☐ NPDES ☐ LUST ☐ SDWA

***Matrix Code Key:** **S**-Soil **SL**-Sludge **DW**-Drinking Water **WW**-Wastewater **GW**-Groundwater **WIPE**-Wipe **O**-Other

Notes and Special Instructions: _____

Relinquished By: _____ **Date/Time** 8/13/25 14:25 **Received By:** _____ **Date/Time** 8/13/25 14:25

Relinquished By: _____ **Date/Time** _____ **Received By:** _____ **Date/Time** _____

2012 PAINT SAMPLES

	Cadmium		Chromium		Lead	
	mg/kg	percent	mg/kg	percent	mg/kg	percent
Exterior	<25	<0.0025%	<250	<0.025%	<250	<0.025%
Interior	<25	<0.0025%	<250	<0.025%	<250	<0.025%
Interior Dry	<25	<0.0025%	<250	<0.025%	<250	<0.025%

APPENDIX 3 – CORRPRO PROPOSAL

Medina Waterworks Division
820 Lafayette Road
Medina, OH 44256
330.725.6681
www.corrpro.com
We Know Corrosion

Thursday, October 23, 2025

INTERNAL CATHODIC PROTECTION SYSTEM

City of Aurora
Aurora, IL
1,500,000 Gallon Hydropillar - Church Road
Corrpro Ref. # IL-25-23

Corrpro Waterworks is pleased to submit the following proposal on the above referenced project.

For this project, Corrpro Waterworks would provide all engineering design, materials, labor, equipment and supervision required for the installation of one cathodic protection (CP) system complete, consisting of an automatic rectifier energizing a horizontally suspended (ice-resistant) PERMANODE anode system. Anode material shall be titanium mixed metal oxide on a buoyant ballasted flexible suspension system. This price is based on **utilizing the existing** conduit(s) and, two (2) trips to the jobsite. It is expected that the structure shall be completely drained for the initial installation visit, with both water and A.C. available at the time of the second visit for final testing.

Corrpro Waterworks lump sum fee for these described services will be the amount of $36,135.00.
All CP components exposed to the tank interior are UL classified in accordance with NSF Standard 61.

This price does not include provisions for 120V/10amp/1 ph/60 Hz AC input to the rectifier. EXISTING
This price does not include welding of anode support rings (estimated 12). BY OTHERS
This price does not include welding of entrance penetration coupling & rectifier mounting hardware. EXISTING
This price does not include removal of the existing CP system and tank disinfection.

This proposal is subject in all respects to the Corrpro Standard Terms & Conditions attached as Exhibit A & incorporated into this proposal by reference. In the event of any conflict or inconsistency between the provisions of this proposal and the Corrpro Standard Terms and Conditions, the provisions of this proposal shall prevail to the extent of such conflict or inconsistency. Our Standard Terms & Conditions are also available at www.corrpro.com/Resources/Sales-Terms-Conditions.

Corrpro Waterworks will provide detail drawings and supply the necessary materials to be installed onto the tank. This price is based on **the attached Corrpro specifications**. Estimated construction completion time is three (3) days. This quotation shall be considered part of the contract should Corrpro Waterworks be awarded this project. Corrpro Waterworks will require the plan and elevation drawings for the tank to facilitate in design preparation.

All CP system materials and labor shall be guaranteed for a period of one (1) year by Corrpro's standard warranty. This pricing shall remain valid for a period of 180 days. Invoicing shall be done on a work complete to date basis. Please note that a **five (5) week notice** will be required for scheduling.

We appreciate the opportunity to submit this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully submitted,
CORRPRO WATERWORKS



Greg Copen
Waterworks Operations

_____
acceptance acknowledgement - please sign & return to indicate acceptance of this proposal. _____(date)

CATHODIC PROTECTION SPECIFICATION

AUTOMATICALLY CONTROLLED IMPRESSED CURRENT CATHODIC PROTECTION SYSTEM w/HORIZONTAL ANODE SYSTEM FOR THE INTERIOR OF STEEL WATER TANKS

A. SCOPE

The cathodic protection design/install constructor shall provide all engineering services, materials, equipment, labor, and supervision for the installation of an automatically controlled impressed current cathodic protection system to provide corrosion control for the interior submerged surface of the specified tank. All work furnished shall be in accordance with A.W.W.A. Standard D104, ANSI/NSF 61 and features included in this specification. The cathodic protection constructor shall be Corrpro Waterworks.

B. DESIGN

All engineering services shall be provided by a Corrosion Specialist who is accredited by the National Association of Corrosion Engineers International as a Senior Corrosion Technologist, Corrosion Specialist or Cathodic Protection Specialist. The system shall be designed by a Corrosion Specialist with experience in cathodic protection for water storage tanks. The Corrosion Specialist shall design the system to provide effective corrosion control in accordance with criteria for protection. The criteria for protection shall be based on a tank-to-water potential, IR drop free, within a range of -0.850 volts to -1.050 volts relative to a stationary copper-copper sulfate reference electrode. This potential shall be measured free of the effect of voltage gradients (IR drop).

The Corrosion Specialist shall also base system capacity and performance on:

1. Total submerged surface area of the tank. *(includes area up to high water line within tank bowl and wet risers in elevated tanks which are 30" in diameter or larger)*
2. Type of coating and condition of coating.
3. Total bare surface area to be protected will be a minimum of 25% of total surface area.
4. Minimum current density of 0.5 MA/ft.^{2} bare surface area.
5. Chemical analysis of water including resistivity expressed in ohm-cm.
6. Susceptibility of tank to icing conditions.
7. Minimum anode design life of twenty (20) years.
8. Selection, dimensions, and layout of system components specified in Section C. of this specification.

C. SYSTEM COMPONENTS

C1. *RECTIFIER*

The rectifier unit shall perform in accordance with ANSI/AWWA Standard D104 and shall include:

1. Transformer
2. Silicon rectifying elements
3. Circuit breaker(s)
4. Lightning, surge, and overload protection
5. Provision for air-cooling operation
6. Digital voltmeter(s), ammeter(s) and potential meter(s)
7. Weatherproof cabinet in accordance with NEMA 4 requirements
8. Provision to vary current output from 0% to 100% of rated capacity
9. Provisions for mounting, grounding, and locking
10. Provision for 110-120-volt, 60 H_Z, single phase A.C. power.
11. D.C. output capacity in volts and amperes in accordance with Design (Section B)
12. Number of circuits in accordance with Design (Section B)
13. Automatic controller shall adjust current output to compensate for changes in water level, temperature of water, water chemistry, and cathodic polarization, and shall include the following provisions:
    a. Utilize long-life reference electrode(s) installed within the tank
    b. Monitor the tank-to-water potential, free of IR drop
    c. Automatically adjust the tank-to-water potential, free of IR drop, to a preset value
    d. Operate within 25MV of preset value
    e. Limit current to a preset value
    f. Utilize digital potential meter(s) to display tank-to-water potential, free of IR drop

C2. *LONG LIFE REFERENCE ELECTRODE(S)*

The permanent reference electrode shall consist of a copper-copper sulfate electrode which is manufactured to remain stable (plus or minus 10MV) for minimum of ten (10) years. The reference electrode to lead wire connection shall be encapsulated to prevent water migration. The stationary reference electrode shall be positioned within the tank to provide the most representative measurements for the submerged surface area(s).

C3. *HORIZONTAL ANODE SUSPENSION SYSTEM*

The anode suspension system shall be designed to be resistant to ice damage and in accordance with ANSI/AWWA Standard D104, Section 4.2.4.1.1 Type A, Horizontal System. The anode suspension system shall consist of a minimum 5/16" polyester cord. The cord shall be secured to steel anchors welded to the side wall and/or floor of the tank bowl or to the exterior of the dry access column of spheroidal type tanks. Tanks with wet risers which are 30" diameter or larger shall incorporate an anode suspension system with the steel anchors welded to the sidewall of the riser pipe. All cord to cord connections shall be tied and taped.

C4. ***ANODE MATERIALS***

The anode materials shall be selected in accordance with Design (Section B) and shall consist of one of the following:

1. Minimum .062" diameter titanium with a mixed metal oxide coating.
2. Minimum .062” diameter platinized niobium with 25 micro-inches of platinum.

All anode to header cable connections shall be sealed to prevent water migration.

C5. ***PRESSURE ENTRANCE FITTING***

For icing tanks the pressure entrance fitting shall accommodate anode and reference electrode lead wires at the base of the tank or at the base of wet risers for elevated tanks, which are 30" diameter or larger. The fitting shall be manufactured to prevent leakage through the fitting and to prevent water migration through the wire insulation. The entrance fitting shall be sized for minimum of 1.0-inch NPT, 3000 p.s.i. steel coupling.

C6. ***WIRING***

All wiring within the tank shall be insulated to prevent copper conductor to water contact.
All wiring on the exterior of the tank shall be insulated and run in rigid conduit.

C7. ***HARDWARE***

All hardware used in conjunction with the system shall be protected against corrosion.

C8. ***ANSI/NSF 61***

All materials in contact with the water or exposed to the interior of the tank shall be classified in accordance with ANSI/NSF 61 "Drinking Water System Components".

D. SUBMITTALS

The cathodic protection constructor shall submit the following information to the purchaser for approval by the Owner or his representative.

1.) Drawings showing system design/configuration.
2.) Description of system components.
3.) Copy of ANSI/NSF 61 classification for all system components located within the tank.
4.) Design calculations for required voltage, amperage & life expectancy.

E. WORKMANSHIP AND INSTALLATION

E1. *QUALIFICATIONS*

The cathodic protection constructor shall have a minimum of five (5) years experience installing and servicing the types of systems described in this specification. The system shall be installed by personnel specifically trained by the constructor to provide all workmanship required for corrosion control performance. All personnel shall be subject to Federal Substance Abuse and Testing Regulations.

E2. *PERFORMANCE*

All work shall be in accordance with the following requirements:

1. Components of the cathodic protection system shall be installed in the manner and at the locations as shown on the design drawings prepared by the Corrosion Specialist.
2. Pressure entrance fitting shall be installed in accordance with AWWA D100.
3. Welding, cutting, and coating shall be in accordance w/AWWA Standards D100, D102 & D105
4. Welding of steel coupling and anchors for horizontal anode suspension and rectifier mounting bracket shall be performed by the prime contractor prior to coating the tank. The cathodic protection constructor shall furnish drawings and materials to the prime contractor prior to coating.
5. Verification of electrical continuity of all sections of bolted or riveted tanks shall be the responsibility of the purchaser of the cathodic protection system.
6. Materials and equipment shall be inspected prior to installation. Any defective component shall be repaired or replaced.
7. Electrical work shall be in accordance with the National Electrical Code.
8. Lead wires shall be installed to prevent damage from abrasion.
9. Electrical connections within the tank shall be sealed to prevent water migration.
10. The rectifier shall be mounted at a convenient height (eye level) above grade for monitoring and service purposes.
11. A.C. power to the rectifier shall be furnished by the purchaser.
12. Disinfection of the tank shall be the responsibility of the purchaser.
13. Work provided by the constructor shall be completed in a clean and safe manner.

F. ENERGIZING THE SYSTEM

After the system is installed and the tank is filled, the cathodic protection constructor shall provide start-up service which includes energizing, testing, and adjusting the system for optimum performance of the cathodic protection system. This start-up service shall be in performed in accordance with ANSI/AWWA D104 Section 5.2 Testing. This start-up service shall be coordinated with the Owner or his representative. All tank-to-water potential measurements shall be conducted with a calibrated portable copper-copper sulfate reference electrode and a portable high impedance voltmeter. A minimum of five (5) locations shall be measured. All test data shall be reviewed and evaluated by the Corrosion Specialist. The final test and adjustment of the system shall be conducted approximately twelve (12) months after the start-up service. In addition to the start-up service, "as-built" drawings and an Owners Maintenance Manual shall be submitted to the purchaser.

G. MONITORING

The cathodic protection constructor shall furnish self-addressed report cards to be completed by the owner. Report cards received by the cathodic protection constructor during the guarantee and service period(s) shall be evaluated for system performance.

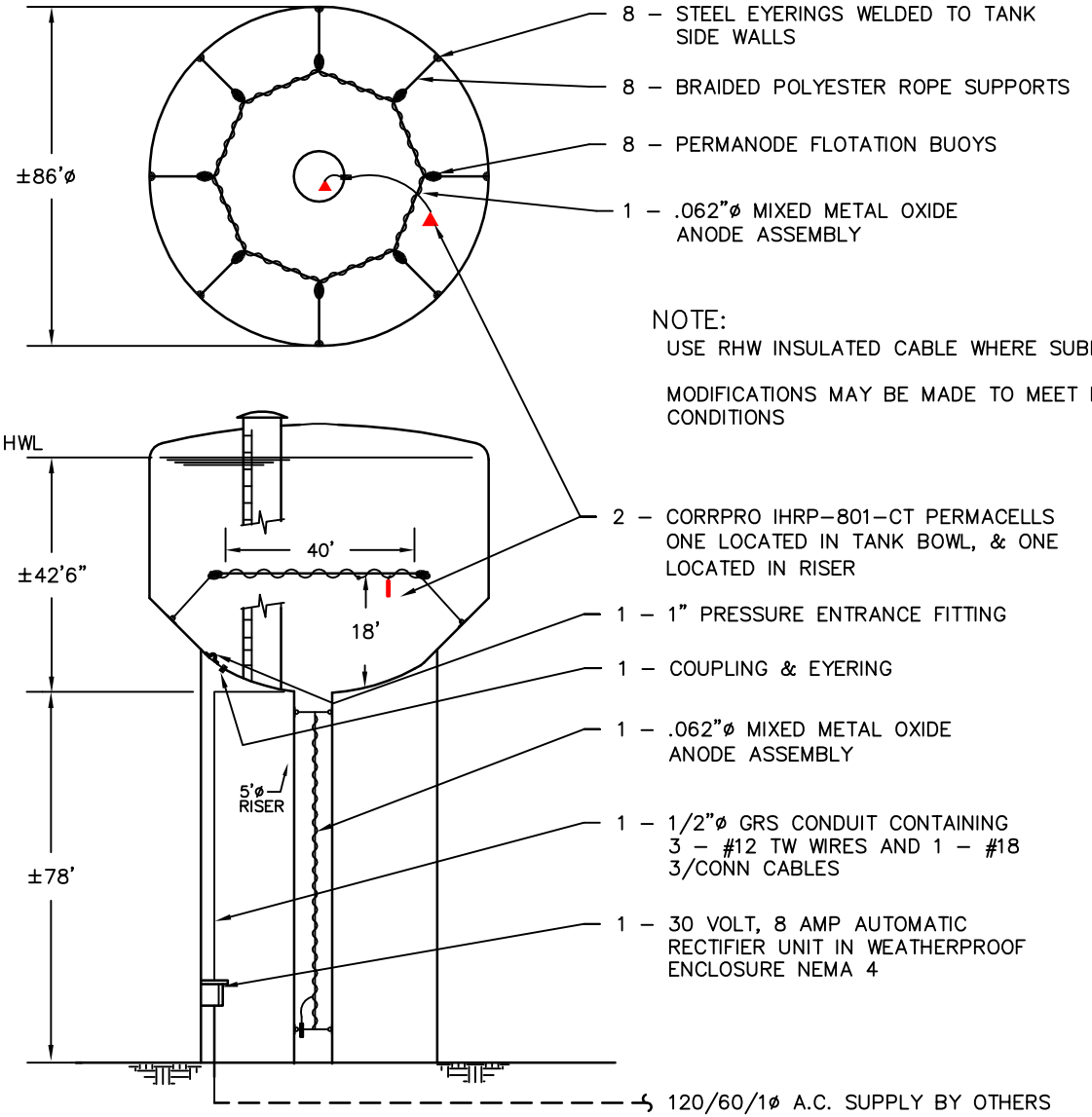
H. GUARANTEE

All workmanship, equipment, and materials furnished by the cathodic protection constructor shall be guaranteed for one (1) year.

I. SERVICE AGREEMENT

At the conclusion of the warranty period, the cathodic protection constructor shall furnish a service agreement to the owner for the type of system installed. The agreement shall include the annual service rate and a complete description of the scope of work proposed. The agreement for annual inspection and potential testing shall be in accordance with AWWA D104, Appendix C and include as a minimum:

1. One (1) annual job site visit.
2. Tank-to-water potential measurements conducted at representative locations within the tank. A minimum of five (5) locations shall be measured.
3. Measurements shall be conducted with a portable high impedance voltmeter and a calibrated copper-copper sulfate reference electrode.
4. Adjustments for optimum corrosion control shall be in accordance with criteria for protection.
5. Data recorded shall provide sufficient information to evaluate the performance for the system relating to criteria for protection.
6. In the event additional work is required, the constructor shall submit a report with recommendations for optimizing corrosion control.



8 – STEEL EYERINGS WELDED TO TANK SIDE WALLS

8 – BRAIDED POLYESTER ROPE SUPPORTS

8 – PERMANODE FLOTATION BUOYS

1 – .062"ø MIXED METAL OXIDE ANODE ASSEMBLY

NOTE:
USE RHW INSULATED CABLE WHERE SUBMERGED

MODIFICATIONS MAY BE MADE TO MEET FIELD CONDITIONS

2 – CORRPRO IHRP–801–CT PERMACELLS ONE LOCATED IN TANK BOWL, & ONE LOCATED IN RISER

1 – 1" PRESSURE ENTRANCE FITTING

1 – COUPLING & EYERING

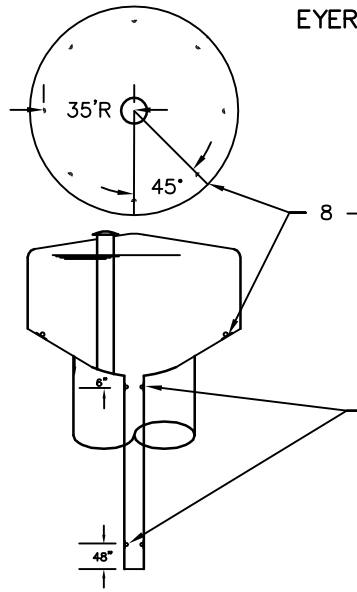
1 – .062"ø MIXED METAL OXIDE ANODE ASSEMBLY

1 – 1/2"ø GRS CONDUIT CONTAINING 3 – #12 TW WIRES AND 1 – #18 3/CONN CABLES

1 – 30 VOLT, 8 AMP AUTOMATIC RECTIFIER UNIT IN WEATHERPROOF ENCLOSURE NEMA 4

120/60/1ø A.C. SUPPLY BY OTHERS

EYERING LOCATION DRAWING

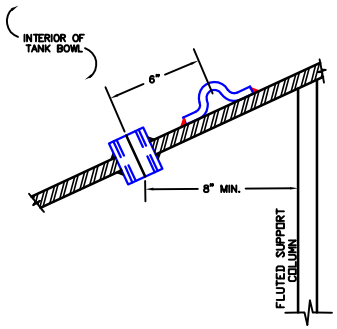


8 – STEEL EYERINGS WELDED TO TANK SIDE WALL EVERY 45° +/– 6" AT A 35' RADIUS FROM CENTER

2 – EYERINGS WELDED 6" DOWN FROM TOP OF RISER, 180° APART AND 2 EYERINGS WELDED 48" UP FROM RISER BOTTOM 180° APART

1 – 1" NPT 3000# COUPLING & ONE EYERING WELDED BY TANK ERECTOR.

NOTE: WIRE ENTRANCE COUPLING IS USED IN ASSOCIATION WITH JUNCTION BOX AND REQUIRES A MINIMUM 8" (INCHES) CLEARANCE SO AS NOT TO INTERFERE WITH HATCHES LADDERS OR OVERFLOW PIPE



1" WIRE PRESSURE ENTRANCE COUPLING & EYERING

CLEVELAND • ATLANTA • CHICAGO
HOUSTON • NEW ORLEANS • OKLAHOMA CITY
PHILADELPHIA • SAN FRANCISCO

NO.	DATE	BY	REVISION
			CORRPRO SYSTEM NO. TYPICAL

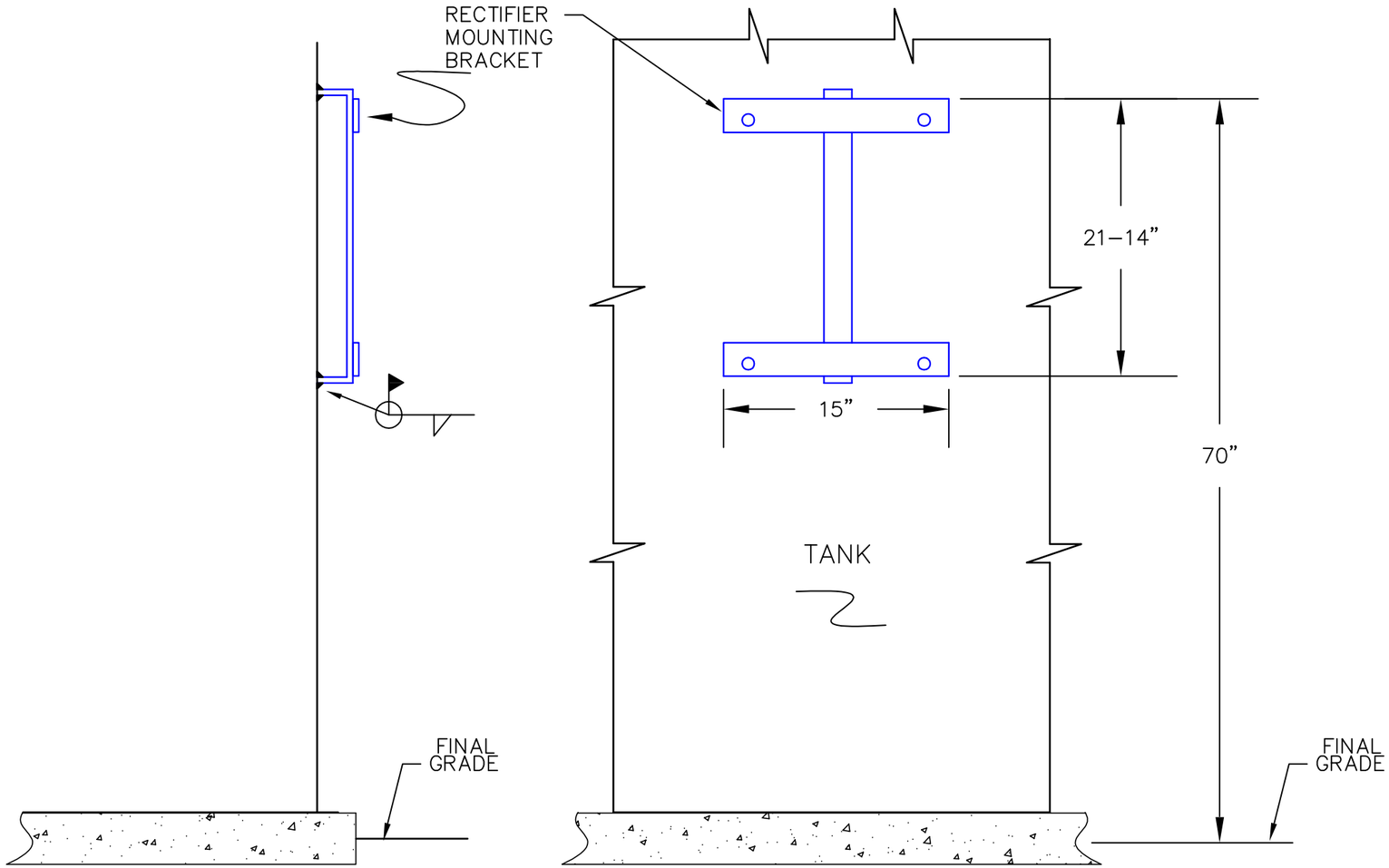
REFERENCE DRAWINGS

CITY OF AURORA, ILLINOIS

CATHODIC PROTECTION SYSTEM

1.5MM GALLON HYDROPILLAR
CHURCH ROAD TANK

DRAWN BY	CORRPRO
DESIGNED BY	CORRPRO
DATE	2025
SCALE	N.T.S.
SHEET	1 OF 1
DWG. No.	TYPICAL



RECTIFIER MOUNTING BRACKET DETAIL

NO.	DATE	BY	REVISION
			CORRPRO SYSTEM NO.

REFERENCE DRAWINGS

RECTIFIER MOUNTING BRACKET DETAIL

CATHODIC PROTECTION SYSTEM
TYPICAL

DRAWN BY	S.C.
DESIGNED BY	CORRPRO
DATE	2019
SCALE	NONE
SHEET	1 OF 1
DWG. No.	BRKT – RES

CLEVELAND • ATLANTA • CHICAGO
HOUSTON • NEW ORLEANS • OKLAHOMA CITY
PHILADELPHIA • SAN FRANCISCO

CORRPRO®
1055 W. SMITH RD MEDINA, OH 330.725.6681

Exhibit A

CORRPRO COMPANIES, INC. STANDARD TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the proposed sale of equipment, supplies, products or materials ("Goods") or the proposed furnishing of labor, with or without the supply of Goods ("Services"), by Corrpro Companies, Inc. ("Corrpro"), all as further described in Corrpro's Proposal or Invoice ("Sales Document"), to the buyer named in the Sales Document ("Buyer").

1. Scope of Agreement; Acceptance. Unless expressly provided otherwise in a master agreement signed by Buyer and an authorized representative of Corrpro prior to the date of the Sales Document, the Sales Document, these T&Cs and any other documents expressly identified in the Sales Document as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of the Sales Document or the Agreement by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. The Agreement becomes a valid and binding obligation of Corrpro and Buyer on the earlier of: (a) Corrpro's receipt of this Sales Document signed by Buyer; (b) Buyer delivering a purchase order or a purchase order number to Corrpro for the Goods or Services described in the Proposal; (c) Buyer's receipt and acceptance of the Goods or Services, (d) Buyer's payment for the Goods or Services described in the Sales Document, or (e) any other written indication by Buyer of its acceptance of the Agreement.

2. Delivery; Risk of Loss. All shipping dates of Goods and performance dates of Services stated in the Sales Document are approximate and not a guarantee of a particular date of shipment or performance. Unless stated otherwise in the Agreement, delivery of the Goods shall be EXW (Incoterms 2010) at Corrpro's facility stated in the Sales Document. At Buyer's option, Corrpro will ship the Goods to Buyer at the shipping address stated in the Sales Document by any commercially reasonable means, provided that Corrpro has the option of selecting the particular route and carrier for shipment of the Goods to Buyer, unless specified by Buyer in the Sales Document. Buyer shall bear all risk of loss or damage to the Goods during transit. All freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges shall be borne by Buyer. Corrpro reserves the right to deliver Goods or perform Services in installments, all such installments to be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. Inspection and Acceptance. Immediately on Buyer's receipt of any Goods shipped or Services performed, Buyer shall inspect the same and shall notify Corrpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods or Services). Buyer shall hold any non- conforming Goods for Corrpro's written instructions concerning disposition. Failure to give written notice of any non-conforming Goods or Services within ten (10) days after the earlier to occur of receipt of Goods or performance of Services, express oral or written acceptance of the Goods or Services, or payment for the Goods or Services, shall conclusively (a) establish Buyer's acceptance of the Goods or Services, (b) release Corrpro from any and all liability therefor, and (c) waive Buyer's right to seek damages or other remedies for any non-conforming Goods or Services subject to Section 8 below. Buyer shall bear the expenses of inspection under all circumstances.

4. Payment Terms. Terms of sale are net thirty (30) days from date of invoice, unless otherwise stated in the Agreement. Time is of the essence with respect to all payments. Any amount not received by Corrpro when due shall bear interest at the rate of one and one-half percent (1½%) per month (eighteen percent (18% annually), or the maximum rate of interest that applicable law allows, whichever is greater, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corrpro under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise in the Agreement, the prices stated in the Agreement and all payments due to Corrpro from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment or performance (either complete or partial), Buyer does not meet Corrpro's credit approval or Corrpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corrpro may either (a) delay or postpone delivery of Goods or performance of Services, (b) terminate the Agreement, or (c) request payment in full or other security satisfactory to Corrpro from Buyer prior to shipment of the Goods or performance of the Services.

5. Taxes; Permits and Fees; Laws. Unless expressly stated otherwise in the Agreement, the price for the Goods furnished or Services performed by Corrpro excludes all governmental or brokerage taxes, duties, customs, fees, charges or assessments (collectively, "Taxes"). If applicable, Buyer must provide Corrpro with documentation acceptable to Corrpro of any exemptions claimed from Taxes prior to invoicing. In the event Corrpro is required to pay any Taxes not previously paid to Corrpro, Buyer shall reimburse Corrpro. Unless stated otherwise in the Agreement, Buyer shall secure and pay for all permits and fees necessary for delivery and installation of the Goods or performance of the Services. It is Buyer's duty to ascertain that the Goods or Services proposed by Corrpro are and their subsequent installation and use are in accordance with applicable laws, ordinances and building codes. Corrpro shall not be responsible for compliance of the Goods or Services to such laws, ordinances and building codes, but shall, to the extent reasonably possible, promptly notify Buyer of any discrepancies brought to Corrpro's attention.

6. Specifications. Buyer warrants that any documents, drawings, designs or specifications furnished to Corrpro by Buyer or any party acting on behalf of, or under direction of, Buyer (collectively, "Specifications") are complete, accurate and may be reasonably relied on by Corrpro. Corrpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods or Services, Corrpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

7. Change Orders. Changes to the quantity, Specifications, scope of supply or performance, delivery schedule, period of performance, shipping instructions or any other material term of the Agreement, may only be made by Buyer and Corrpro executing a written change order ("Change Order"). Any Change Order shall state the parties' agreement on (a) change in the material term of the Agreement, and (b) an adjustment to the purchase price or the date of shipment or period of performance, as applicable. Both parties agree that, unless a Change Order is agreed in writing and signed by authorized representatives of both parties, the Agreement shall not be changed or modified in any manner. In addition, Corrpro has the right to suspend performance during the period while the change is being evaluated and negotiated. In the event Buyer has communicated proposed changes to Corrpro, Corrpro, at its sole discretion, shall either (i) accept the Change Order, (ii) reject the Change Order and continue performance under the existing Agreement, or (iii) terminate the Agreement. In the event that Corrpro elects (ii) above, Buyer shall have the option to terminate the Agreement.

8. Warranties. "Warranty Period" means (a) for Services and Goods installed as part of the Services, the one (1) year period beginning the date the applicable Services are substantially completed; and (b) for Goods not installed as part of any Services, the ninety (90) day period beginning with the date of shipment from Corrpro. The providing of warranty service does not extend or restart a new Warranty Period. Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations in this Agreement, each Service has been performed in accordance with applicable specifications and procedures for such Service, and, if applicable, Goods will be free from defect in materials and workmanship. Notwithstanding anything in this Agreement to the contrary, Corrpro's warranty liability shall in no event exceed the amount paid for the original defective Goods or Services. Any claim not received by Corrpro within the applicable Warranty Period shall be conclusively deemed waived by claimant. Corrpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. Corrpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods or Services if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corrpro's written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) in the case of Goods or Services, not been paid for in full.

9. Warranty Limitations. The Goods warranty applies only to (a) Goods manufactured solely by Corrpro ("Corrpro Products"), and (b) components of cathodic protection systems installed as part of the Services. Except as stated in the preceding sentence, Corrpro does not warrant products manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent extended to Buyer by such other parties. Corrpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corrpro's obligation to honor its warranty on defective Services is in all cases limited to, at Corrpro's sole option: 1) re-performing such Corrpro Service(s), 2) performing additional Service(s), or 3) providing a refund or credit equivalent to the decreased value of the Service(s). Corrpro's obligation to honor its warranty on defective Corrpro Products is in all cases limited to, at Corrpro's sole option: 1) repair or replacement of the defective Corrpro Product or component thereof, or 2) providing a cash refund or credit equivalent to the decreased value of the Corrpro Products. Replaced Corrpro Products shall become the property of Corrpro, if Corrpro so elects. Corrpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. ALL WARRANTIES ARE IN LIEU OF AND CORRPRO DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS OR SERVICES. **IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR SERVICES, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW.** THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corrpro does not warrant that the use or sale of the Goods will not infringe on any U.S. or other patents covering the product itself of the use thereof in combination with other products or the operation of any process.

10. Reliance on Buyer's Representations. Corrpro shall be entitled to rely on representations made by or on behalf of Buyer that all conditions necessary for the proper installation or performance of the Goods or Services or Corrpro Products have been satisfied, except to the extent Corrpro is specifically contracted to make such determination. Corrpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Buyer to satisfy such conditions, Buyer's failure to advise of existing site conditions affecting the Goods or Services (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corrpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by Buyer**.**

11. Technical Assistance. At Buyer's request, Corrpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

12. Confidentiality. All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corrpro to Buyer related to any order for Goods or Services are the confidential and proprietary information of Corrpro. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Corrpro's confidential and proprietary information to any third parties, or use Corrpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

13. Force Majeure. If Corrpro is delayed at any time by the acts or omissions of Buyer, Change Orders, or any Force Majeure, then the period of performance of Services shall be extended, the delivery of Goods rescheduled and the price equitably adjusted to reflect the effects of delay on Corrpro's costs. "Force Majeure" means circumstances beyond Corrpro's reasonable control, including acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, unavailability of components or supplies, lightning, fire, storms, earthquakes, arrests, civil disturbances, acts of any governmental or local authority, and any other acts and causes not within Corrpro's control, whether foreseeable or not. If Corrpro is unable for any reason to supply the total demands for Goods specified in the Agreement, Corrpro may allocate its viable supply among any or all purchasers on such basis as Corrpro may deem fair and practical, without liability for any failure of performance which may result therefrom.

14. Default; Termination. If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corrpro, then Corrpro may, on five (5) days' written notice to Buyer, declare Buyer to be in default and Corrpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corrpro may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) Corrpro declares a default under this Paragraph 14, or (b) if the Agreement is terminated for any reason other than default by Corrpro, Buyer agrees to pay Corrpro for any (i) Services performed and Goods installed or delivered to date of termination, (ii) Goods ordered which cannot be terminated, and (iii) all costs associated with demobilizing equipment and personnel. All costs recovered shall include overhead or profit on costs.

15. Hazardous Material. Corrpro is not responsible for the discovery of any hazardous material at the site where Services are to be performed. In the event Corrpro discovers hazardous material, Corrpro will promptly notify Buyer. Corrpro is not obligated to commence or continue providing Services until all hazardous material discovered at the place of performance has been removed, remediated, or determined to be harmless. If Corrpro incurs additional costs or is delayed due to the presence or remediation of hazardous material, Corrpro is entitled to an equitable adjustment in both the Agreement's price and the time for performance. In no event shall Corrpro be liable to Buyer or any third party for any hazardous material existing at the place of performance, or brought onto said premises by any third party. Hazardous material includes any substance or material identified currently or in the future as hazardous under applicable laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

16. Release of Liability for Buried Pipelines. If necessary for the performance of Services, Corrpro will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing Services on site. Corrpro will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corrpro with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumentation conduits (collectively "below-ground hazards") at least three (3) days in advance of the date Corrpro is to commence Services at the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below- ground hazards, Buyer agrees that Corrpro will not be liable to Buyer for any damages, liabilities or claims arising from damage to any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corrpro's performance of the Services, including any such damages caused by the negligence of Corrpro or its employees. In addition, Buyer will indemnify and hold Corrpro harmless from any such damages, liabilities or claims made by third parties, including governmental agencies.

17. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD CORRPRO RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

18. Insurance. Corrpro shall maintain the following insurance policies and limits: commercial general liability insurance with limits of $2,000,000 per occurrence/$4,000,000 per-project aggregate, automobile liability with combined single limits of $2,000,000 per occurrence, workers' compensation/employer's liability with limits of $1,000,000/$1,000,000/$1,000,000, contractor's pollution liability with $5,000,000 per pollution event and professional liability with $5,000,000 limits. Such insurance shall be subject to the coverage provisions, limitations of liability, and other terms and conditions contained in the applicable policies. Buyer agrees to waive any rights of subrogation against Corrpro on behalf of itself and its insurers. Upon written request Corrpro will provide to Buyer a certificate evidencing such insurance.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S PROVISION OF GOODS OR SERVICES HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT. IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

20. Governing Law; Venue; Dispute Resolution. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Texas (USA), excluding any conflicts of laws principles which would direct application of the substantive law of another jurisdiction. Any and all disputes, claims or controversies arising out of or relating to this Agreement, or the breach thereof, shall be finally settled in the district court for the Southern District of Texas or the Harris County District Court, both located in Houston, Texas. Each party agrees to personal jurisdiction in these courts. In any litigation proceeding pursuant to this Agreement, the prevailing party shall recover from the other party all reasonable attorneys' fees, and other expenses in connection with such proceeding. Neither the UNCITRAL Convention on Contracts for the International Sale of Goods nor the UNIDROIT Principals of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement.

21. Export Compliance. Corrpro's Goods or Services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods or Services. By purchasing the Goods or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods or Services is restricted by the Export Laws.

22. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the provisions of the documents will control in the following order: (a) provisions stated in the Sales Document; (b) these T&Cs; and (c) any other contract documents. All notices and communications required by this Agreement shall be delivered, in writing, to the Corrpro address stated on the Sales Document.

23. Interpretation. Corrpro and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner. The failure of Corrpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corrpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corrpro.

CORRPRO COMPANIES, INC.
WARRANTY CERTIFICATE

This **WARRANTY CERTIFICATE** is provided to the purchaser of Corrpro's products and/or services and is subject to Corrpro's terms and conditions applicable to such sale.

WARRANTY ON CORRPRO SERVICES

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, each Corrpro Service has been performed in accordance with Corrpro's applicable specifications, procedures, and directions for such Corrpro Service. As used in this warranty, "Corrpro Service" means service provided by Corrpro, its employees, and authorized subcontractors.

WARRANTY ON CORRPRO PRODUCTS

Corrpro warrants that, for the duration of the Warranty Period and subject to the other limitations herein, Corrpro Products will be free from defect in materials and workmanship. As used in this warranty, "Corrpro Products" means only (a) products manufactured solely by Corrpro and (b) components of cathodic protection systems installed as part of Corrpro Services. Except as stated in the preceding sentence, Corrpro does not warrant products manufactured or supplied by other parties, and purchaser shall be entitled to rely on the warranties, if any, only to the extent extended to purchaser by such other parties.

WARRANTY PERIOD

"Warranty Period" means (a) for Corrpro Services and Corrpro Products installed as part of Corrpro Services, the one (1) year period beginning the date the applicable Corrpro Services are completed; and (b) for Corrpro Products not installed as part of Corrpro Services, the ninety (90) day period beginning with the date of shipment from Corrpro. The providing of Warranty Service does not extend or restart a new Warranty Period.

WARRANTY SERVICE

Claims arising out of the above warranties must be made in writing and delivered to the Corrpro location which provided the Corrpro Services or Corrpro Products, or if such location has moved, to its new location or to Corrpro's headquarters. As a condition to Corrpro's obligations herein, the claimant must provide the warranty certificate and original invoice applicable to such Corrpro Product or Corrpro Service and shall set forth the specific circumstances of the claim in reasonable detail. Any claim not made within the applicable Warranty Period shall be conclusively deemed waived by claimant.

Corrpro's obligation to honor its warranty on defective Corrpro Services is in all cases limited to, at Corrpro's sole option: 1) re-performing such Corrpro Service, 2) performing additional Corrpro Service, or 3) providing a refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Service.

Corrpro's obligation to honor its warranty on defective Corrpro Products is in all cases limited to, at Corrpro's sole option: 1) repair or replacement of the defective Corrpro Product or component thereof, or 2) providing a cash refund or credit. Notwithstanding anything herein to the contrary, the value of the foregoing shall in no event exceed the amount paid for the original Corrpro Product. Replaced Corrpro Products shall become the property of Corrpro. Corrpro shall not be liable for any expense incurred by purchaser in order to remedy any warranted defect.

RELIANCE ON PURCHASER'S REPRESENTATIONS

Corrpro shall be entitled to rely on representations made by or on behalf of Purchaser that all conditions necessary for the proper installation or performance of Corrpro Products, systems, materials, components and Corrpro Services have been satisfied, except to the extent Corrpro is specifically contracted to make such determination. Corrpro shall have no liability for any and all claims, losses, and causes of action arising out of, resulting from, or in any way attributable to failure of Purchaser to satisfy such conditions, Purchaser's failure to advise of existing site conditions affecting the work (including, but not limited to, the location of subsurface or concealed structures, systems or components thereof), or the use or operations of products, materials, or systems subsequent to any transfer to any third party. Corrpro makes no representations or warranties with respect to, and disclaims liability arising out of, products or services sold by purchaser.

DAMAGE AND SUBSEQUENT EVENTS

Corrpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Corrpro Services or Corrpro Products if the Corrpro Products, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: 1) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corrpro's written consent; 2) been damaged or abused; 3) not been operated or maintained in accordance with design specifications, instructions, operations and maintenance documents, or reasonable business practices; or 4) in the case of Corrpro Products or Corrpro Services, not been paid for in full.

NO RELIANCE ON OTHER STATEMENTS

This warranty is the sole warranty offered by Corrpro. No statement or affirmation by or on behalf of Corrpro by words or actions other than as set forth herein shall constitute a warranty, and Purchaser shall not be entitled to rely on any oral or written statement including those of any employee, agent, or representative of Corrpro as being part of the terms and conditions of this warranty or of doing business unless such statement is in writing signed by a vice president of Corrpro.

RISK ALLOCATION

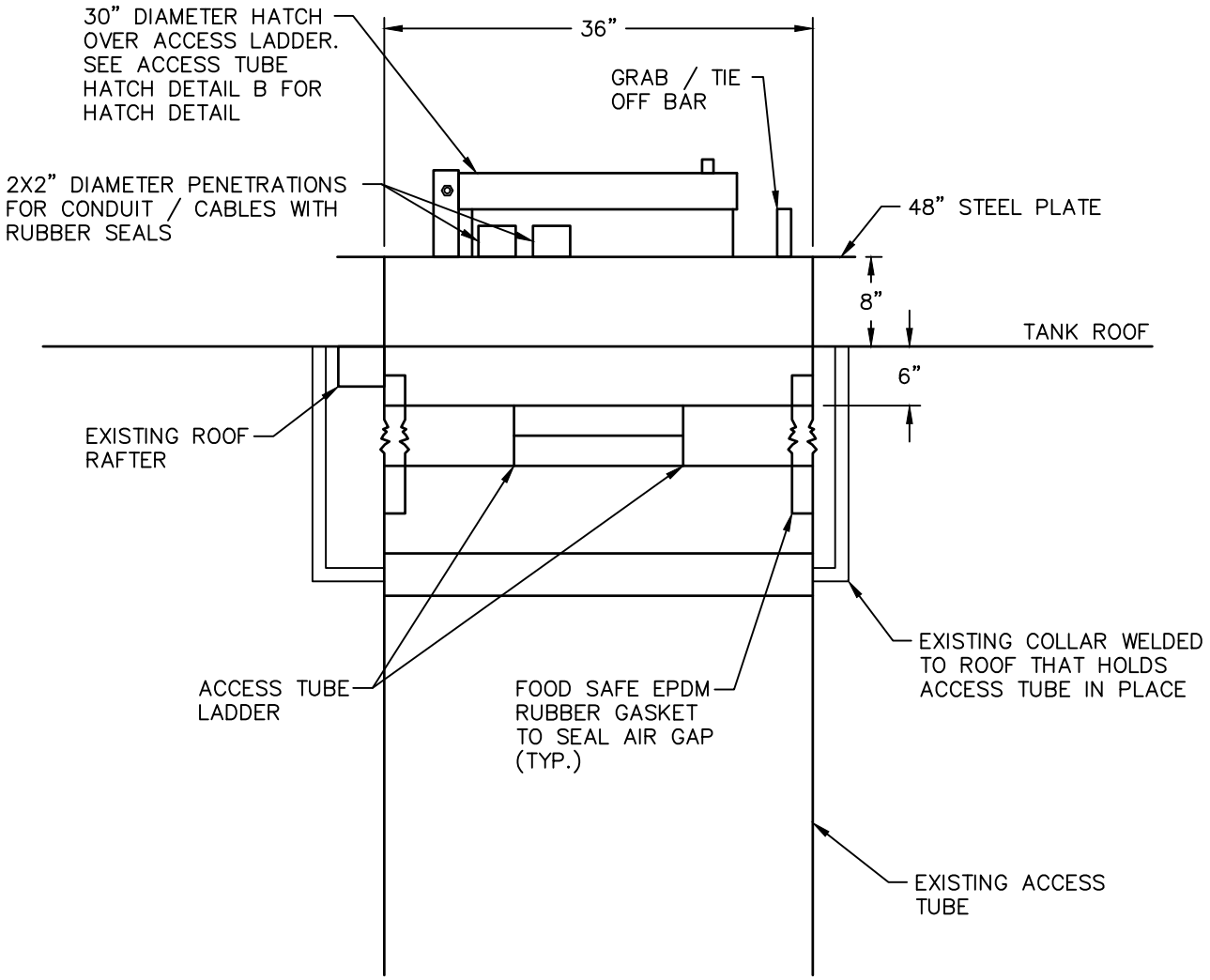
Corrpro does not represent, warrant, or otherwise guarantee that any product, material, or system sold is failure proof. Corrpro does not insure results and the prices charged reflect that an allocation of risk is being made. It is the responsibility of purchaser to maintain such insurance as is required under the circumstances.

LIMITATION OF LIABILITY/SOLE REMEDY

THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER AND SELLER EXPRESSLY AGREE THAT THIS WARRANTY SHALL SERVE AS PURCHASER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED BY CORRPRO, ITS EMPLOYEES OR AUTHORIZED SUBCONTRACTORS. IN NO EVENT WILL CORRPRO BE LIABLE TO PURCHASER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR, EXCEPT AS PROVIDED HEREIN, SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES SUPPLIED, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THE WARRANTIES CONTAINED HEREIN, OR PRODUCTS, MATERIALS, OR SERVICES PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR HEREIN OR IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THE WARRANTY PROVIDED HEREIN SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS OR SERVICES FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

corrpro®
An Aegion Company

APPENDIX 4 – DETAILS



SHEET 1 OF 2

DETAIL A: ROOF SEAL AND HATCH

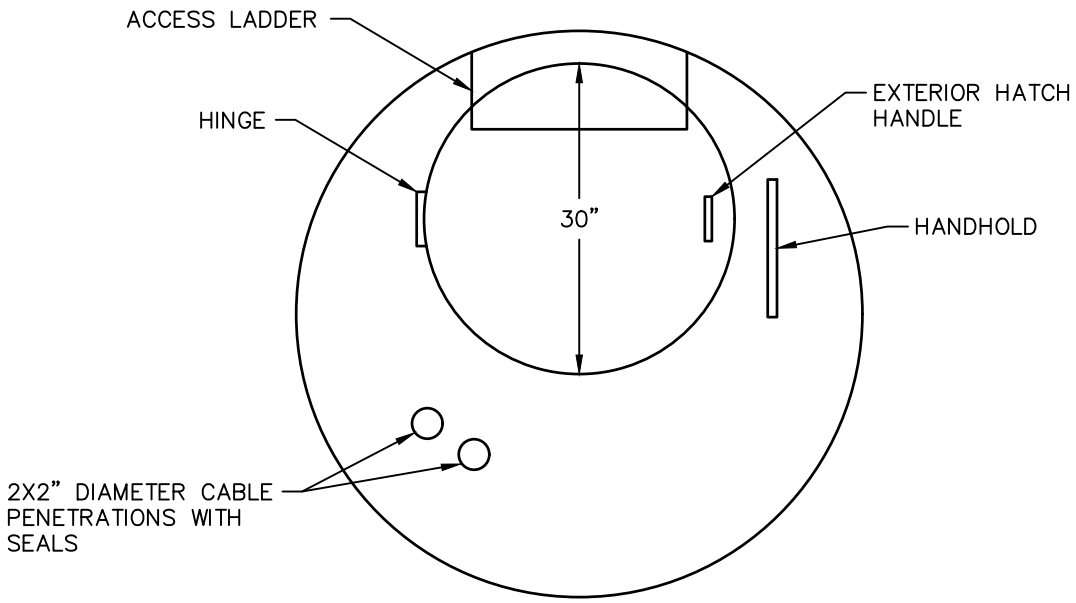
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
10/09/25	

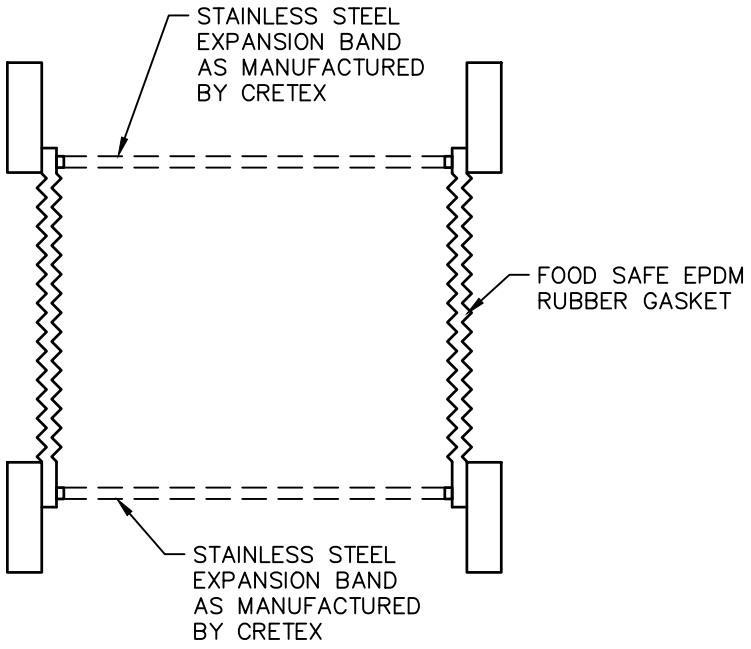
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ROOF HATCH BIRDS EYE VIEW



ACCESS TUBE AIR GAP SEAL

DETAIL A: ROOF SEAL AND HATCH

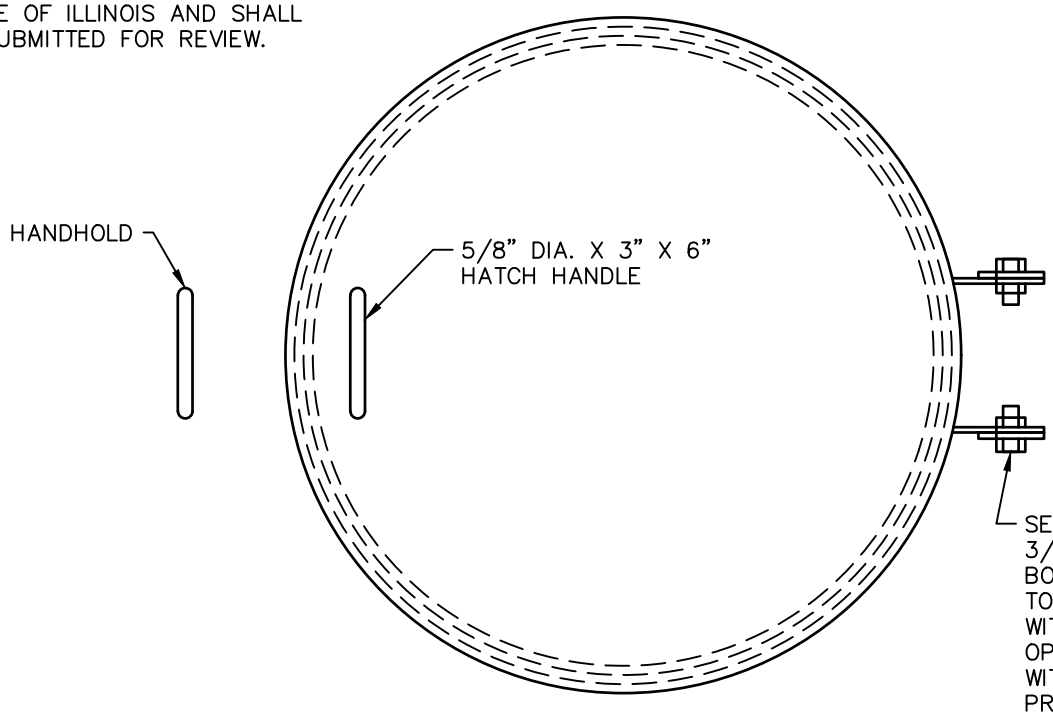
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

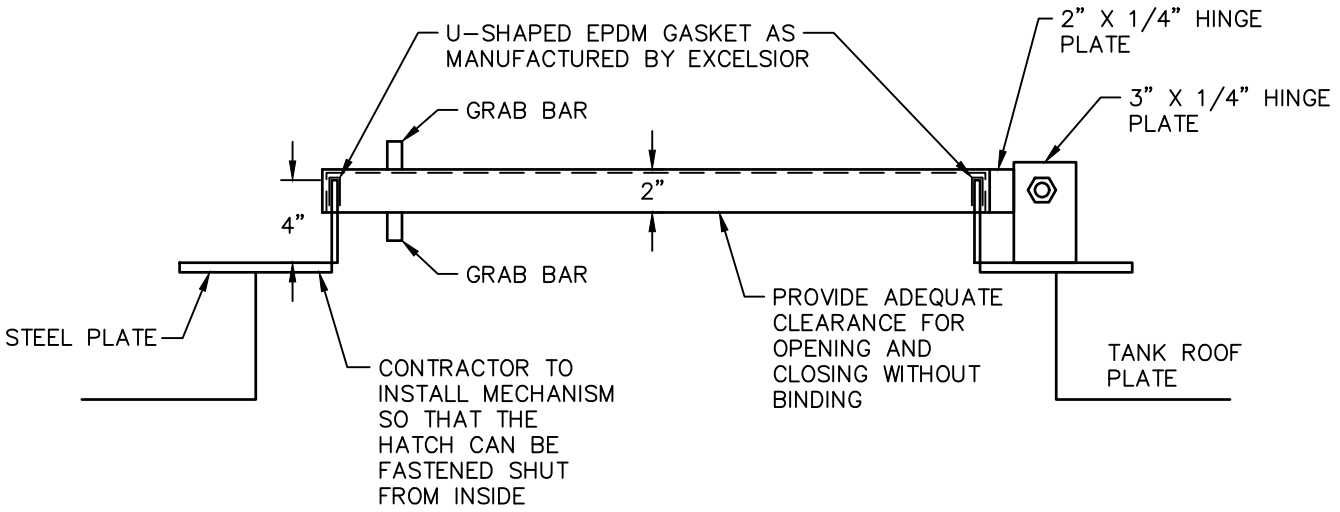
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ALL TANK MODIFICATION SHALL BE FULLY WELDED. THE SIZE AND TYPE OF WELD SHALL BE DETERMINED BY A STRUCTURAL ENGINEER IN THE STATE OF ILLINOIS. ALL TANK MODIFICATIONS SHALL BE STAMPED BY AN S.E. IN THE STATE OF ILLINOIS AND SHALL BE SUBMITTED FOR REVIEW.





DETAIL B: ACCESS TUBE HATCH DETAIL, 30" DIAMETER

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

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DATE:	REVISED:
10/09/25	

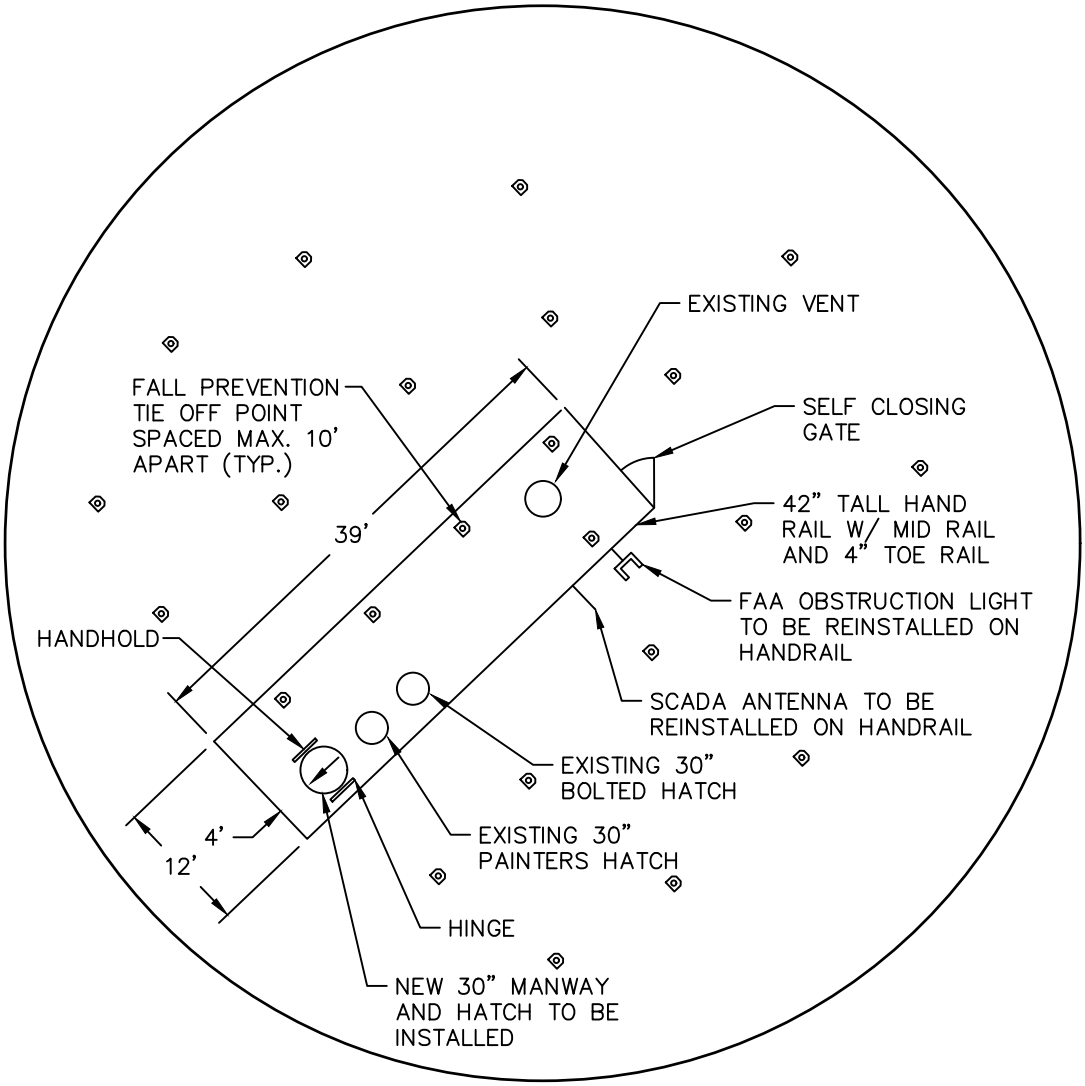
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Plotted: December 8, 2025 @ 7:44 AM By: Kris Pung – Tab: Detail B – Access Hatch

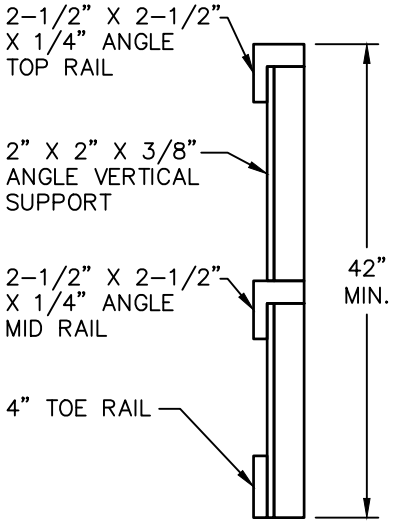
Path: H:\SDSKPROJ\AU_AURORA\2025\AU2501\DWG FINAL ENG\AU2501-DETAILS

ALL TANK MODIFICATION SHALL BE FULLY WELDED. THE SIZE AND TYPE OF WELD SHALL BE DETERMINED BY A STRUCTURAL ENGINEER IN THE STATE OF ILLINOIS. ALL TANK MODIFICATIONS SHALL BE STAMPED BY AN S.E. IN THE STATE OF ILLINOIS AND SHALL BE SUBMITTED FOR REVIEW.

HANDRAIL LENGTH AND WIDTH DIMENSIONS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.



TYPICAL ROOF LAYOUT



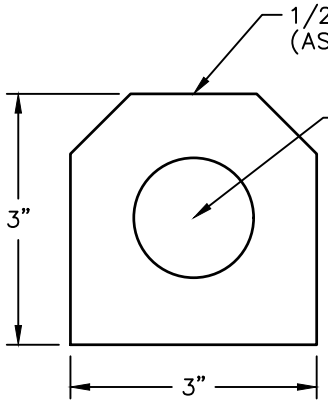
HAND RAIL

NOTES:

HAND RAIL TO BE INSTALLED TO COMPLY WITH CURRENT OSHA STANDARDS.

CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.

HAND RAIL SHALL BE DESIGNED TO BE USED AS A TIE OFF POINT AND SHALL MEET OSHA STANDARDS FOR TIE OFF POINTS.



NOTES:

TIE OFF ANCHOR SHALL BE DESIGNED TO BE USED AS A TIE OFF POINT AND SHALL MEET OSHA STANDARDS FOR TIE OFF POINTS.

TIE OFF ANCHOR

DETAIL C: TYPICAL ROOF LAYOUT

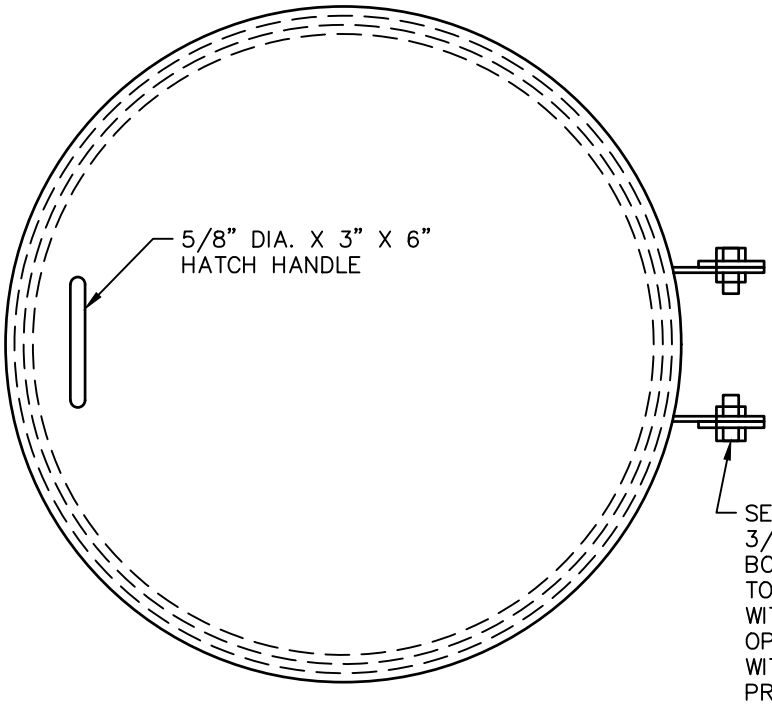
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
10/09/25	

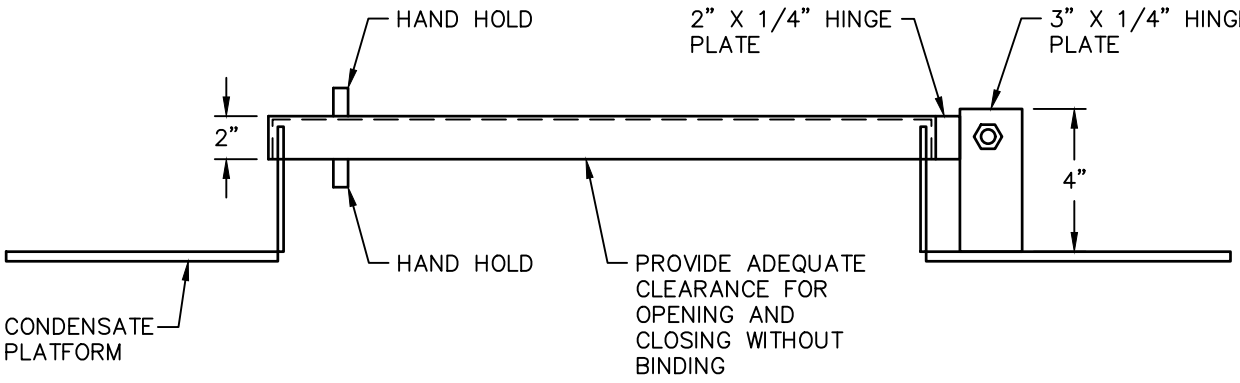
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ALL TANK MODIFICATION SHALL BE FULLY WELDED. THE SIZE AND TYPE OF WELD SHALL BE DETERMINED BY A STRUCTURAL ENGINEER IN THE STATE OF ILLINOIS. ALL TANK MODIFICATIONS SHALL BE STAMPED BY AN S.E. IN THE STATE OF ILLINOIS AND SHALL BE SUBMITTED FOR REVIEW.



SECURE HINGES WITH 3/4" STAINLESS STEEL BOLTS AND DOUBLE NUT TO PREVENT LOOSENING. WITH SPRING ASSISTED OPENING MECHANISM WITH CHAIN OR BOLT TO PREVENT HATCH FROM COMPLETELY SWINGING OPEN. PROVIDE A PVC OR PLASTIC WASHERS BETWEEN HINGES TO PREVENT PAINT DAMAGE BY RUBBING. TENSION ON BOLT SHALL ALLOW EASY MOVEMENT OF COVER.



DETAIL D: CONDENSATE PLATFORM HATCH AND LADDER SETUP, 30" DIAMETER

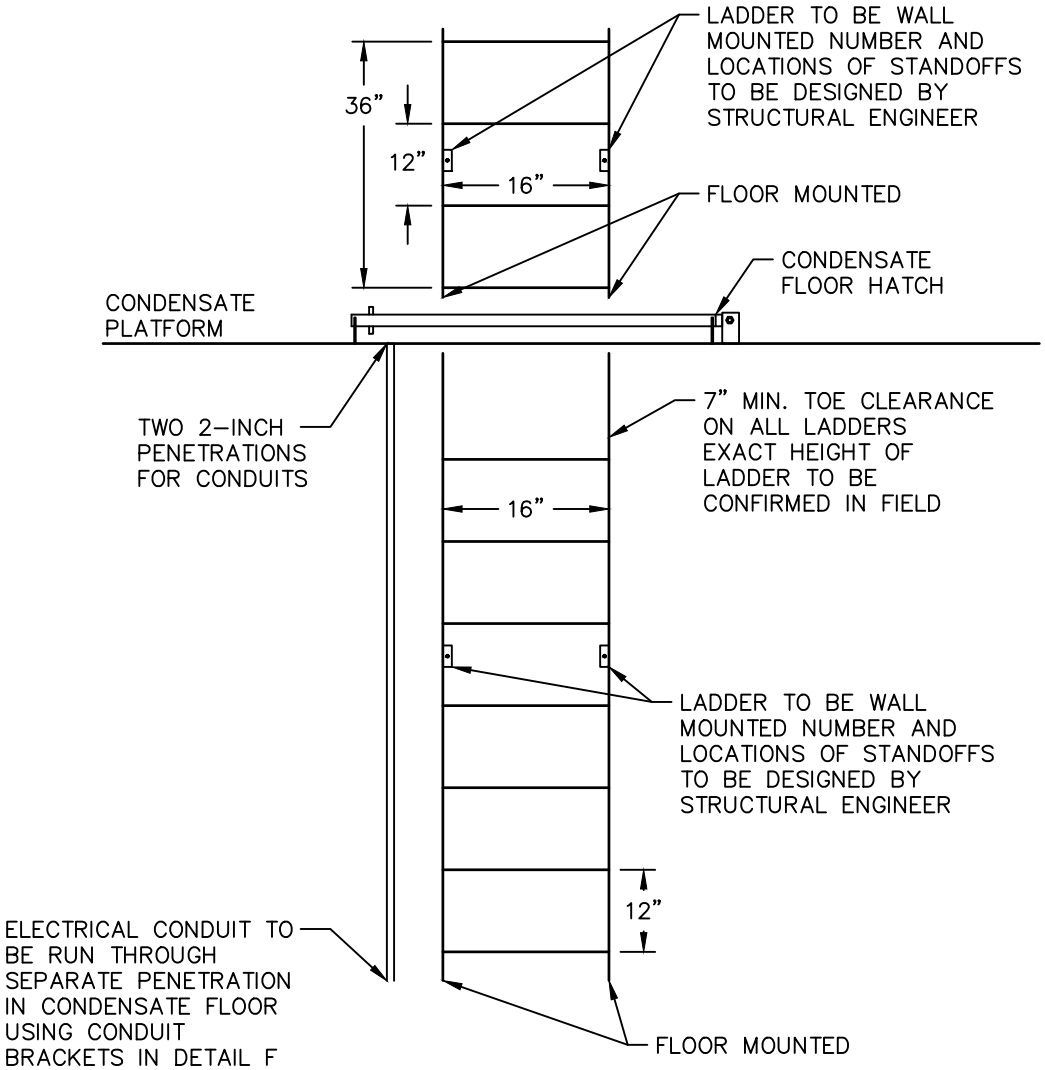
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
10/09/25	

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ALL TANK MODIFICATION SHALL BE FULLY WELDED. THE SIZE AND TYPE OF WELD SHALL BE DETERMINED BY A STRUCTURAL ENGINEER IN THE STATE OF ILLINOIS. ALL TANK MODIFICATIONS SHALL BE STAMPED BY AN S.E. IN THE STATE OF ILLINOIS AND SHALL BE SUBMITTED FOR REVIEW.



SHEET 2 OF 2

DETAIL D: CONDENSATE PLATFORM HATCH AND LADDER SETUP, 30" DIAMETER

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

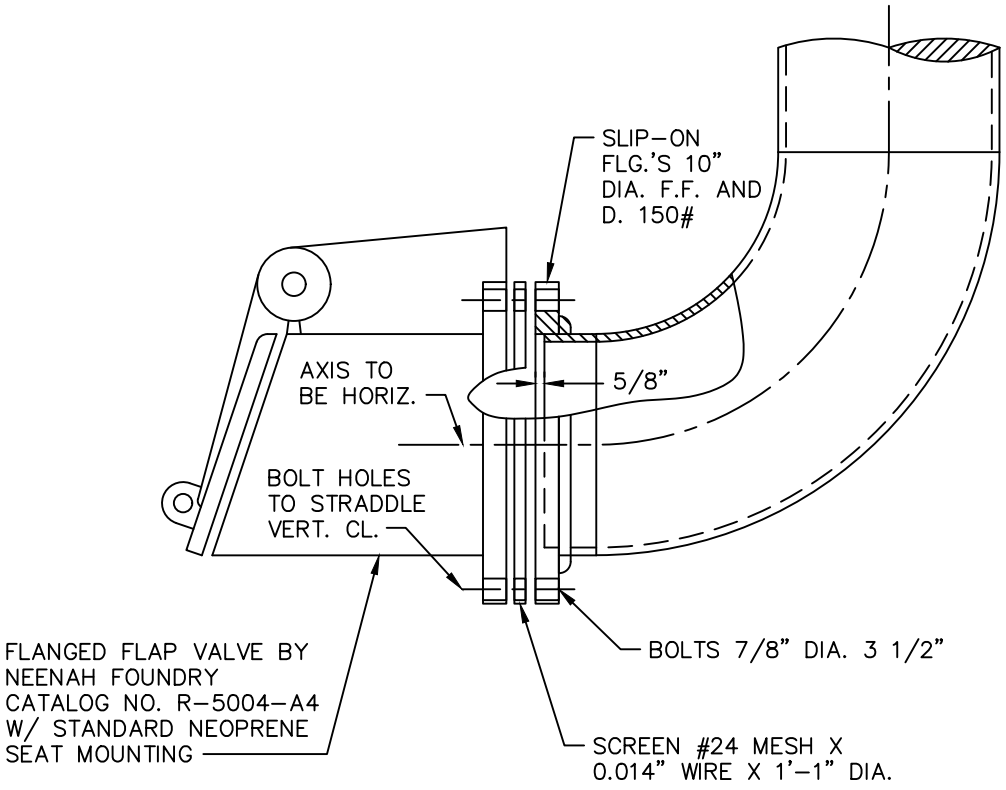
SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
10/09/25	

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BRACKETS TO BE SPACED EVERY 10 VERTICAL FEET IN BETWEEN FLUTES.



DETAIL E: OVERFLOW FLAP GATE

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

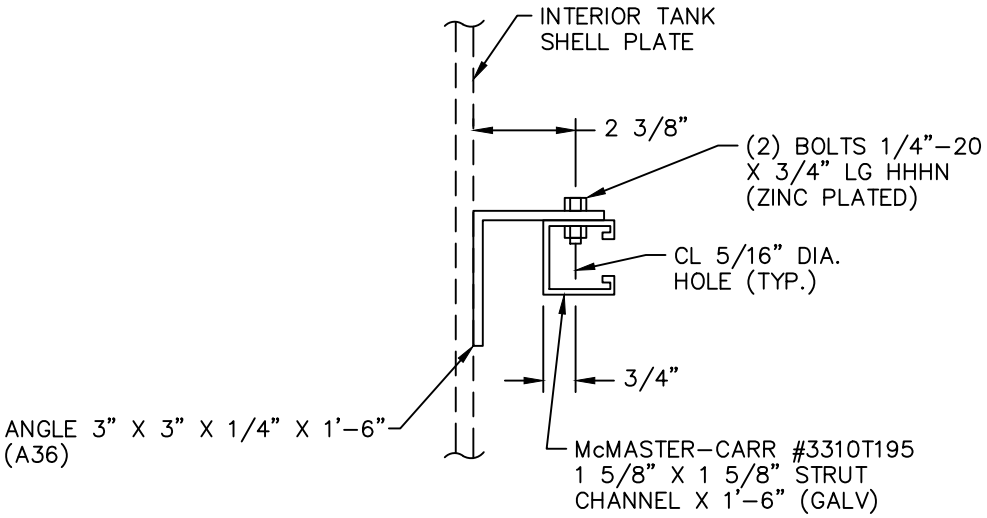
SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
10/09/25	

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CONDUIT BRACKET

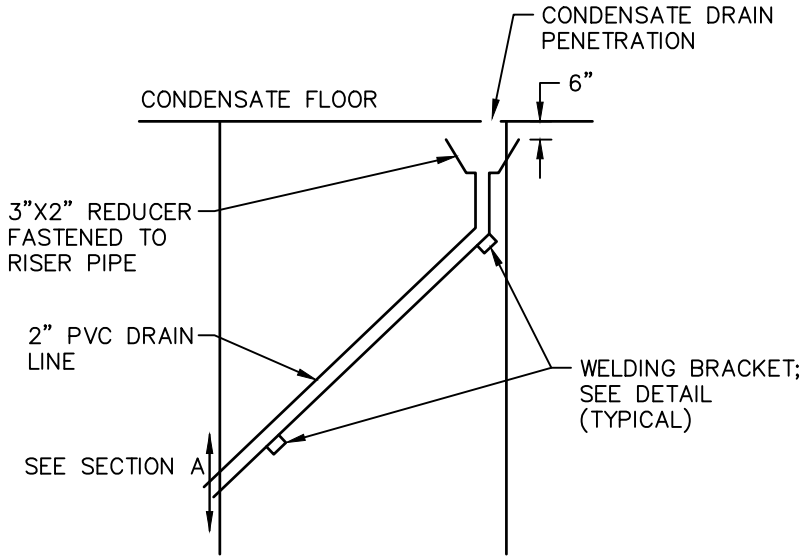
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DETAIL F: CONDUIT BRACKET

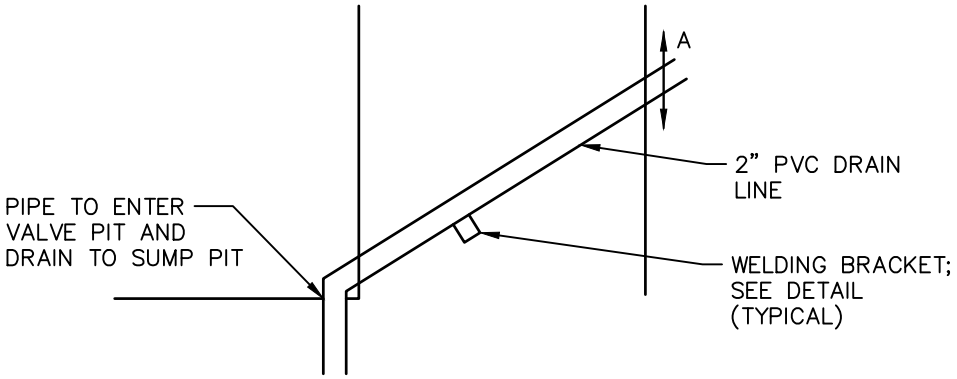
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

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N.T.S.	KKP
DATE:	REVISED:
10/09/25	

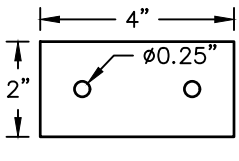
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Path: H:\SDSKPROJ\AU_AURORA\2025\AU2501\DWG FINAL ENG\AU2501-DETAILS



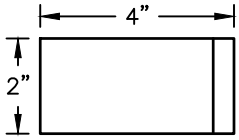
CONDENSATE DRAIN



SECTION A



FRONT VIEW



SIDE VIEW

WELDING BRACKETS

NOTES:

CONTRACTOR TO INSTALL PIPE TO MATCH RADIUS OF RISER PIPE AND INSTALL BENDS WHERE NECESSARY.

U-BOLTS TO BE USED TO FASTEN PIPE TO BRACKETS.

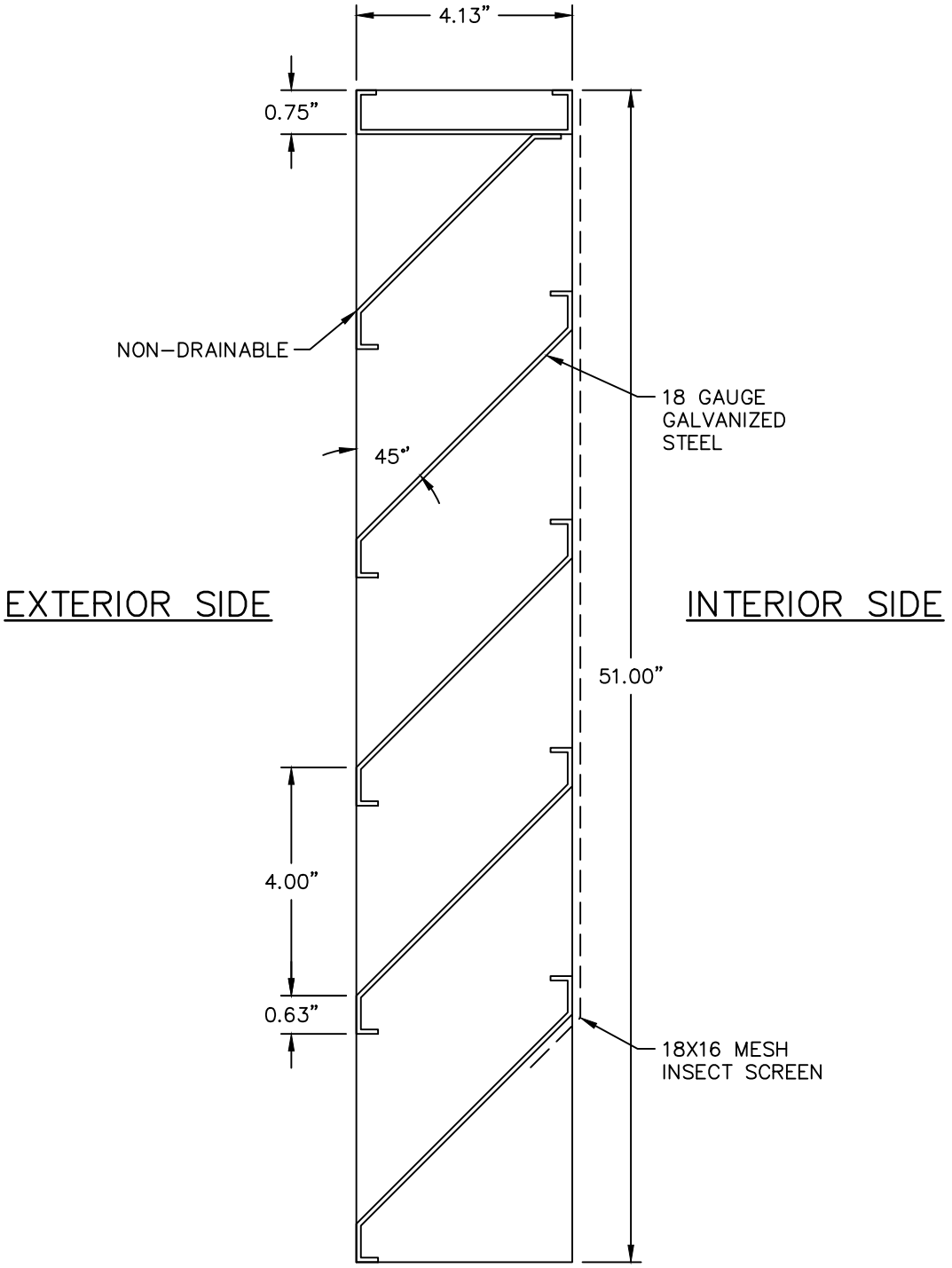
DETAIL G: CONDENSATE DRAIN LINE

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52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
10/09/25	

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Plotted: December 8, 2025 @ 7:44 AM By: Kris Pung – Tab: Detail G – Condensate Drain
Path: H:\SDSKPROJ\AU_AURORA\2025\AU2501\DWG FINAL ENG\AU2501-DETAILS



VENT SHALL BE 14.94"W X
51.00"H X 4.13"

DETAIL H: LOUVER DETAIL

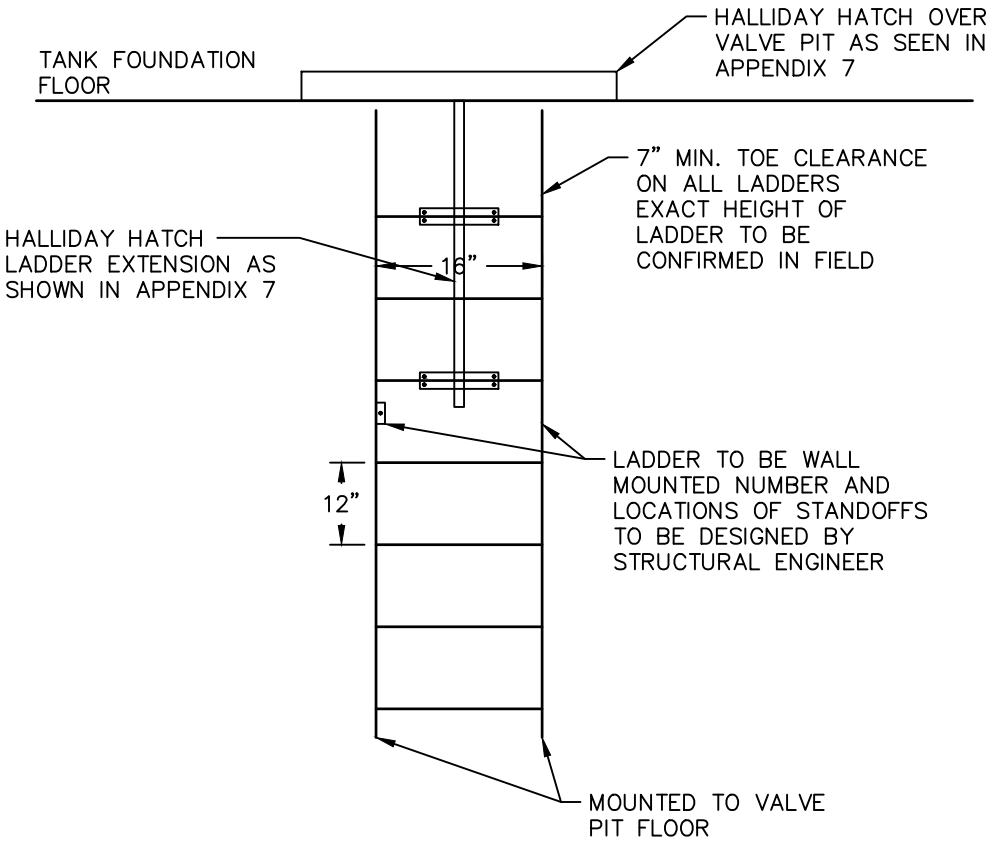
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
11/11/25	

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DETAIL I: VALVE PIT LADDER

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 – www.eeiweb.com

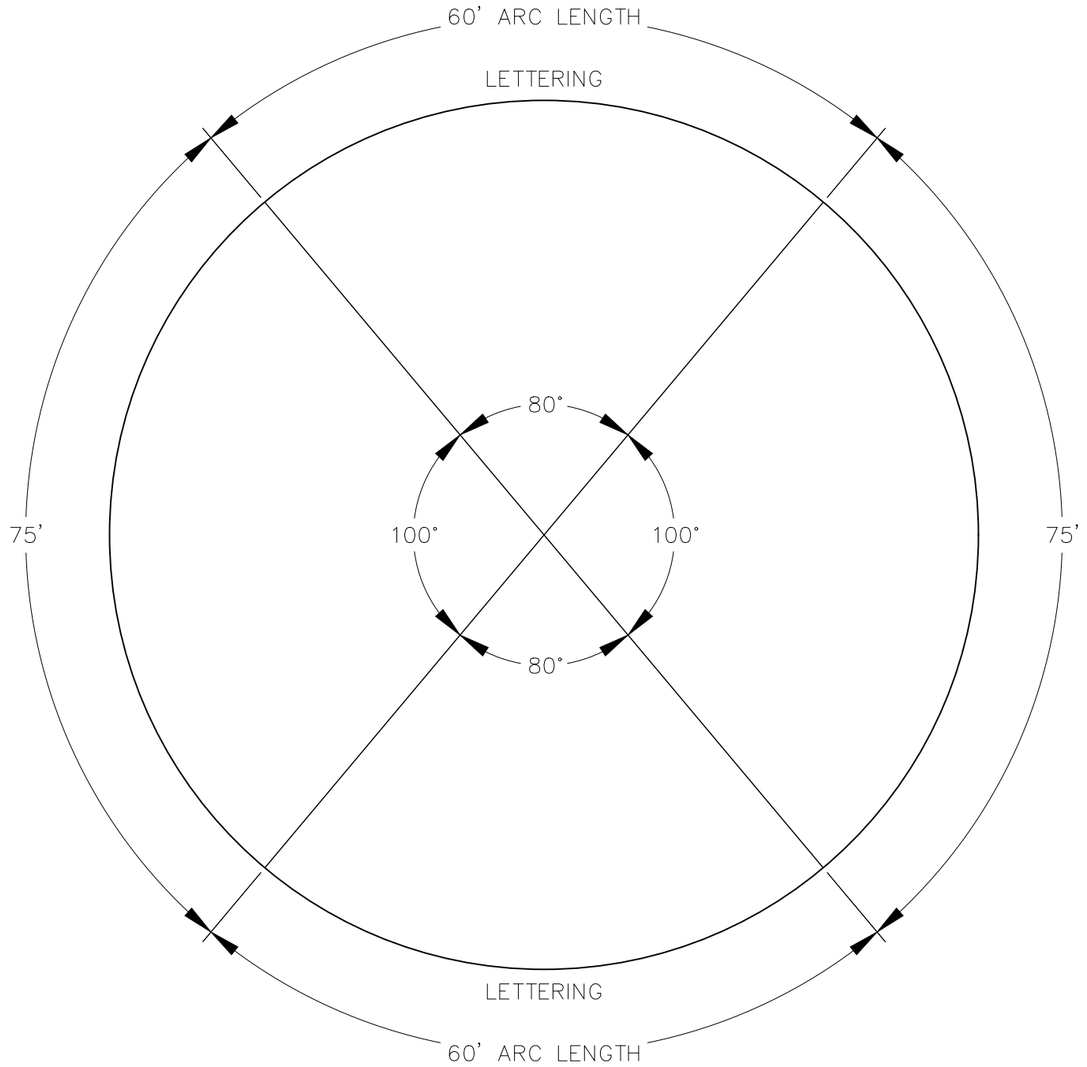
SCALE:	DRAWN BY:
N.T.S.	KKP
DATE:	REVISED:
10/09/25	

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Plotted: December 8, 2025 @ 7:44 AM By: Kris Pung – Tab: Detail I – Valve Pit Ladder

Path: H:\SDSKPROJ\AU_AURORA\2025\AU2501\DWG FINAL ENG\AU2501-DETAILS

APPENDIX 5 – LOGO EXHIBIT



PROPOSED CHURCH ROAD E.W.S.T.
1,500,000 GALLON
SPHEROIDAL TANK
PLAN VIEW (TYPICAL)

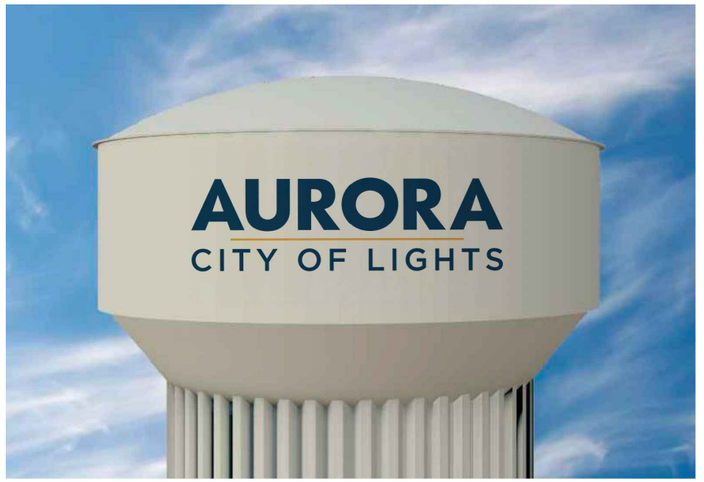
NOTE:
LOGO ORIENTATION TO BE CONFIRMED
BY ENGINEER IN FIELD.



CHURCH ROAD E.W.S.T.
1,500,000 GALLON FLUTED COLUMN TANK

SCALE: 1" = 15'

TANK COLORS
EXTERIOR: 01BR WARM SUN
INTERIOR DRY: 15BL TANK WHITE
INTERIOR WET: 15BL TANK WHITE
LOGO BLUE: PANTONE 2955C
LOGO YELLOW: PANTONE 136C



CITY OF AURORA
CHURCH ROAD E.W.S.T. 1,500,000 GALLON FLUTED COLUMN TANK
APPEXDIX E - LOGO EXHIBIT
OCTOBER 2025

Plotted: October 14, 2025 @ 1:31 PM By: Kris Pung – Tab: TANK – LOGO
Path: H:\SDSKPROJ\AU_AURORA\2025\AU2501\DWG EXHIBIT\AU2501-TANK

APPENDIX 6 – CHURCH ROAD TANK ENGINEERING PLANS

Church Road Water Tower

CONSTRUCTION PLANS FOR PROJECT 37

NORTHEAST ELEVATED TANK

(Church Road Tower)

BASE BIDS:——1 000 000 GALLON CAPACITY

ALTERNATE BIDS:——1 500 000 GALLON CAPACITY

CITY OFFICIALS

COMMISSIONER OSMUND ORLAND
(PUBLIC PROPERTY)

MAYOR ALBERT D. McCOY
(PUBLIC AFFAIRS)

COMMISSIONER JAMES A. AHLGREN
(ACCOUNTS & FINANCES)

COMMISSIONER MARK J. MITCHELL
(STREETS & PUBLIC IMPROVEMENTS)

COMMISSIONER ROBERT LOCKE
(PUBLIC HEALTH & SAFETY)

GEORGE W. PETREE, P.E.
(DIRECTOR OF WATER UTILITIES)

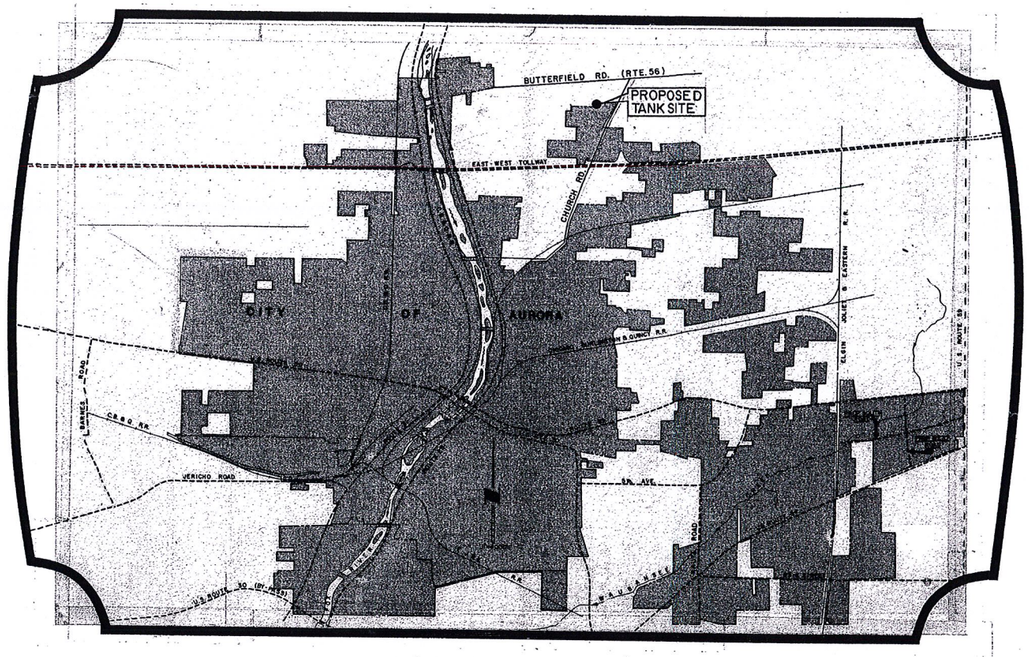
CM&T
CRAWFORD, MURPHY & TILLY, inc. Consulting Engineers
755 South Grand Avenue, West • Springfield, Illinois 62704
Lincoln, Illinois Aurora, Illinois

INDEX TO SHEETS

1. COVER SHEET
2. VICINITY MAP & SITE PLAN
3. ELEVATED TANK DETAILS
4. FOUNDATION DETAILS - 1,000,000 GALLON TANK
5. FOUNDATION DETAILS - 1,500,000 GALLON TANK
6. ELECTRICAL DETAILS

CITY OF AURORA

AURORA, ILLINOIS



LOCATION MAP
SCALE: 1" = 4000'

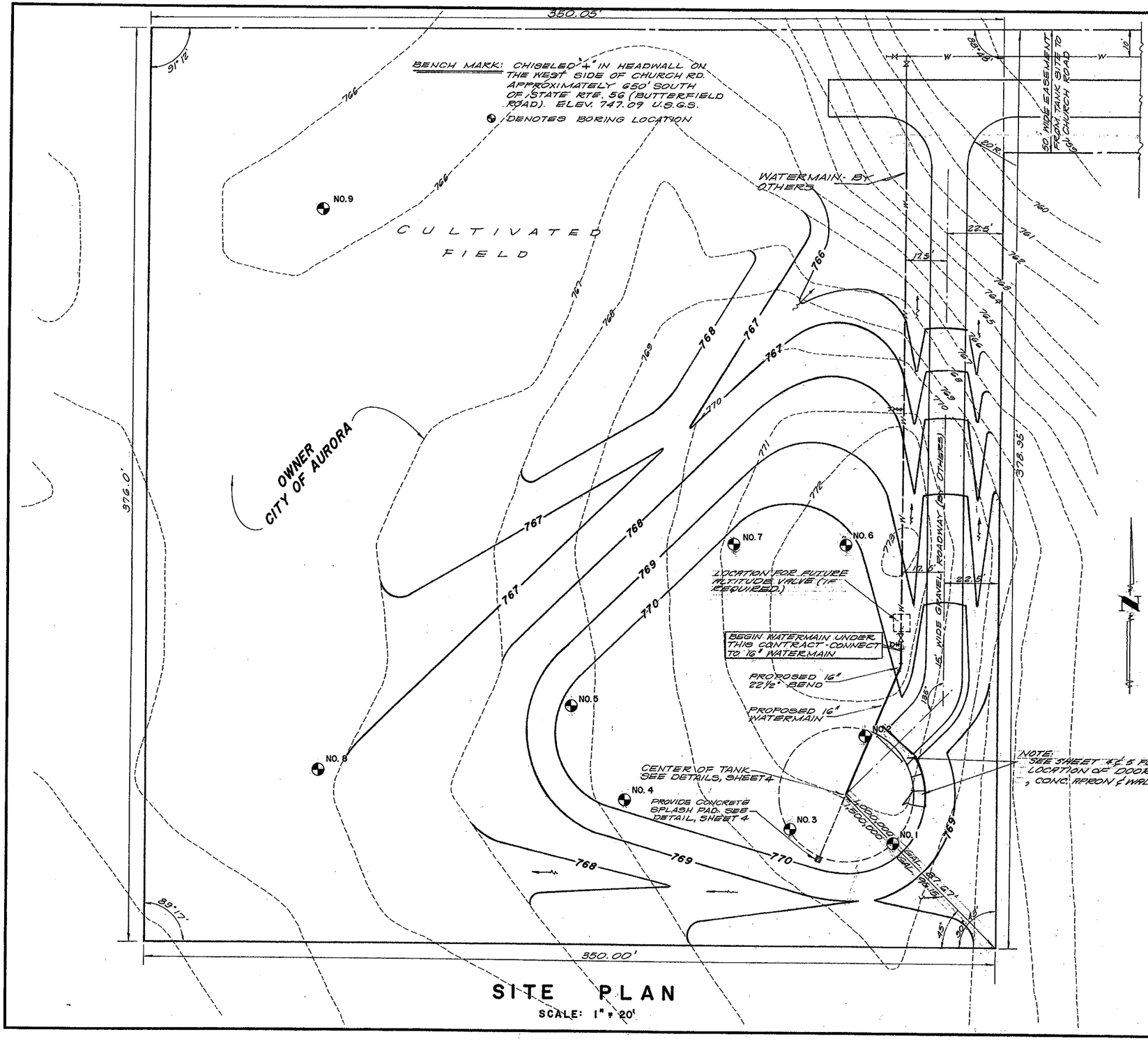
WATER SYSTEM IMPROVEMENTS

NATHAN WILCOXON 20739 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

GILBERT L. TAYLOR 3452 REGISTERED STRUCTURAL ENGINEER OF ILLINOIS

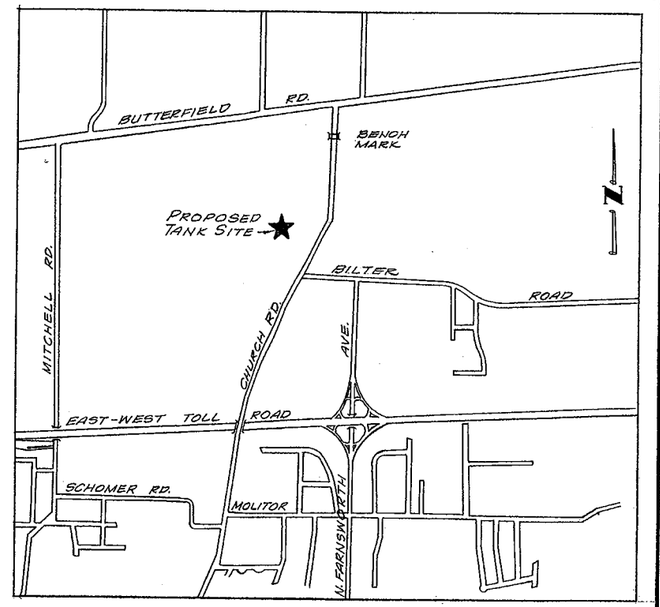
Approved Nathan Wilcoxon Date 7/31/74
Designed Brian Whisler Date 7/15/74
Approved _____ Date _____

JOB NO. 7156-01 PROJECT 37



SITE PLAN
SCALE: 1" = 20'

SURVEY BY_____
FIELD BOOK NO._____ Pg._____



LOCATION MAP
SCALE 1" = 1000'

PROPERTY LINES & CENTER OF TANK SHALL BE STAKED BY BY THE ENGINEERS PRIOR TO THE START OF CONSTRUCTION.

CONTRACTOR SHALL GRADE THE TANK SITE TO THE CONTOURS SHOWN. REVISIONS IN GRADING MAY BE REQUIRED PENDING TANK CAPACITY. EXCESS DIRT MAY BE SPREAD EVENLY ON LOW AREAS OF THE SITE AS DIRECTED BY THE ENGINEER

FINISHED GROUND LINE AT TANK FOUNDATION SHALL BE AT ELEVATION 770.5

CHAIN LINK FENCE & GATE AROUND THE TANK SHALL BE FURNISHED & INSTALLED BY OTHERS.

GRAVEL SURFACE ACCESS ROAD TO THE SITE SHALL BE CONSTRUCTED BY OTHERS UNDER A SEPARATE CONTRACT. TANK CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH OTHER CONTRACTORS WORKING IN THE AREA.

DESIGNED BY BRIAN R. WHISTON
DRAWN BY B. L. DAVIS
CHECKED BY
APPROVED BY

CITY OF AURORA
AURORA, ILLINOIS

PROJECT 37

NORTHEAST ELEVATED TANK VICINITY MAP & SITE PLAN

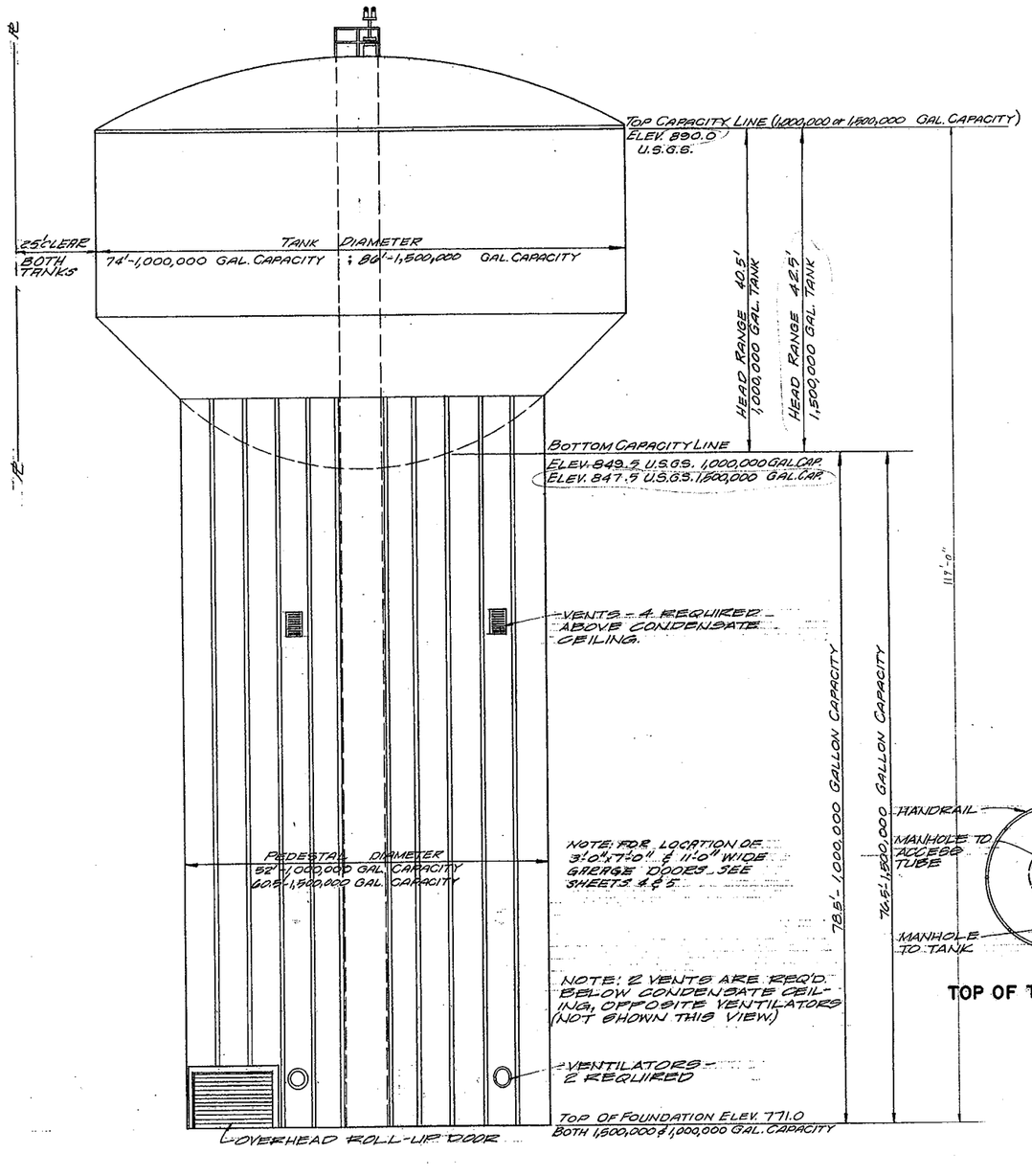
CRAWFORD, MURPHY & TILLY, Inc.
Consulting Engineers
Springfield, Illinois

SCALE 1" = 20'
DATE 6/10/74
JOB NO. 7156-01-1
SHEET 2 OF 6 SHEETS

CUSHING & COMPANY FORM 100 NO. 1020

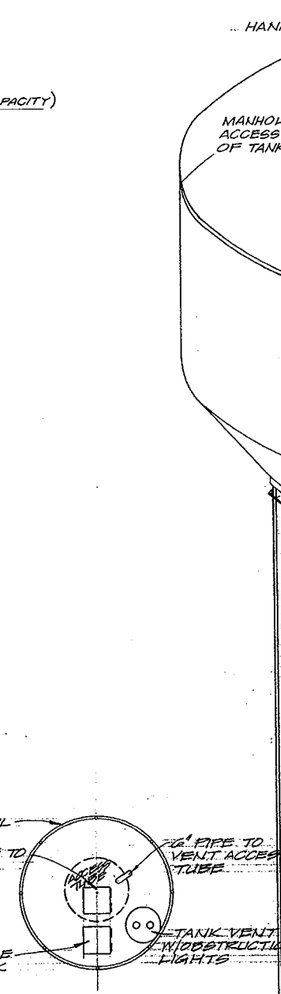
SURVEY BY_____

FIELD BOOK NO._____ PG._____



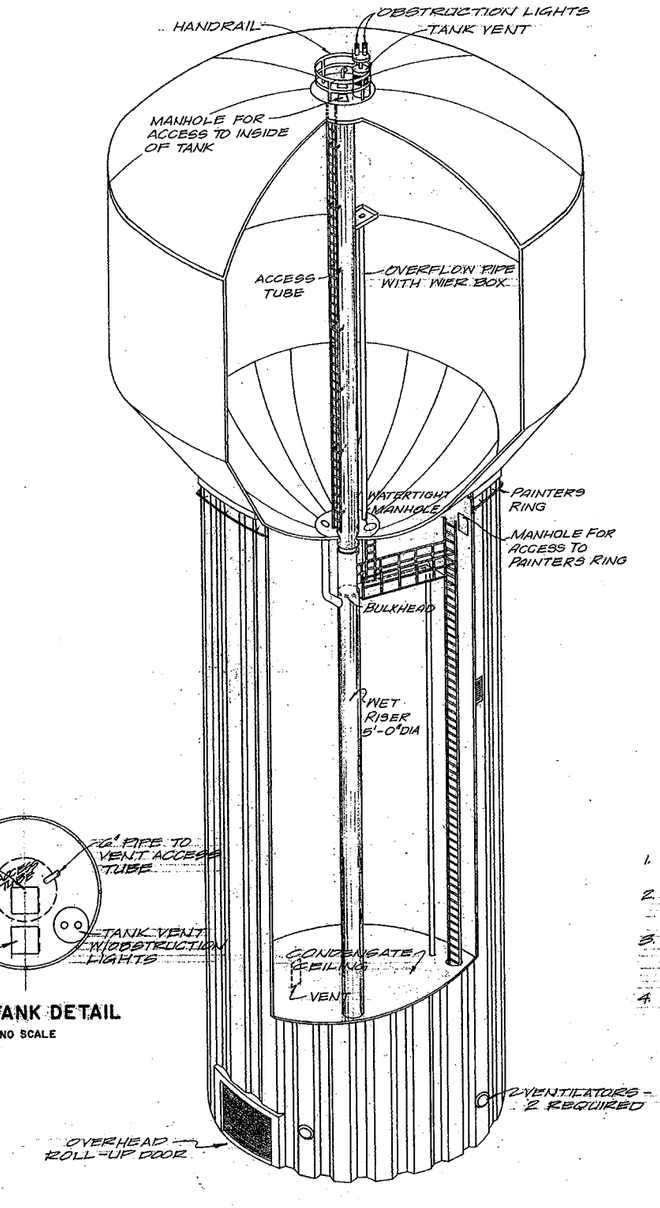
TANK PROFILE

NO SCALE



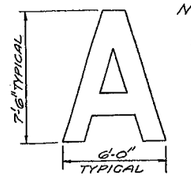
TOP OF TANK DETAIL

NO SCALE

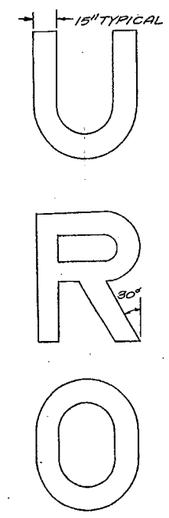


ISOMETRIC VIEW OF TANK

NO SCALE



NOTE: "AURORA" TO BE PAINTED ON THE NORTH & SOUTH SIDES OF TANK



NOTES:

1. SUBMIT LETTERING DETAILS TO ENGINEER FOR APPROVAL.
2. TANK SHALL BE PROVIDED WITH 4 VENTS IN THE PEDESTAL 50' ABOVE TOP OF FOUNDATION EVENLY SPACED (SEE SPECS)
3. TANK SHALL BE PROVIDED WITH TWO VENTILATORS AND TWO VENTS LOCATED 6' ABOVE THE TOP OF FOUNDATION. VENTS SHALL BE LOCATED OPPOSITE VENTILATORS.
4. MOUNT OBSTRUCTION LIGHTS ON TANK VENT AT AN ELEVATION ABOVE THE HANDRAIL.

DESIGNED BY R. WINSTON
DRAWN BY B. DAVIS
CHECKED BY
APPROVED BY

CITY OF AURORA
AURORA, ILLINOIS

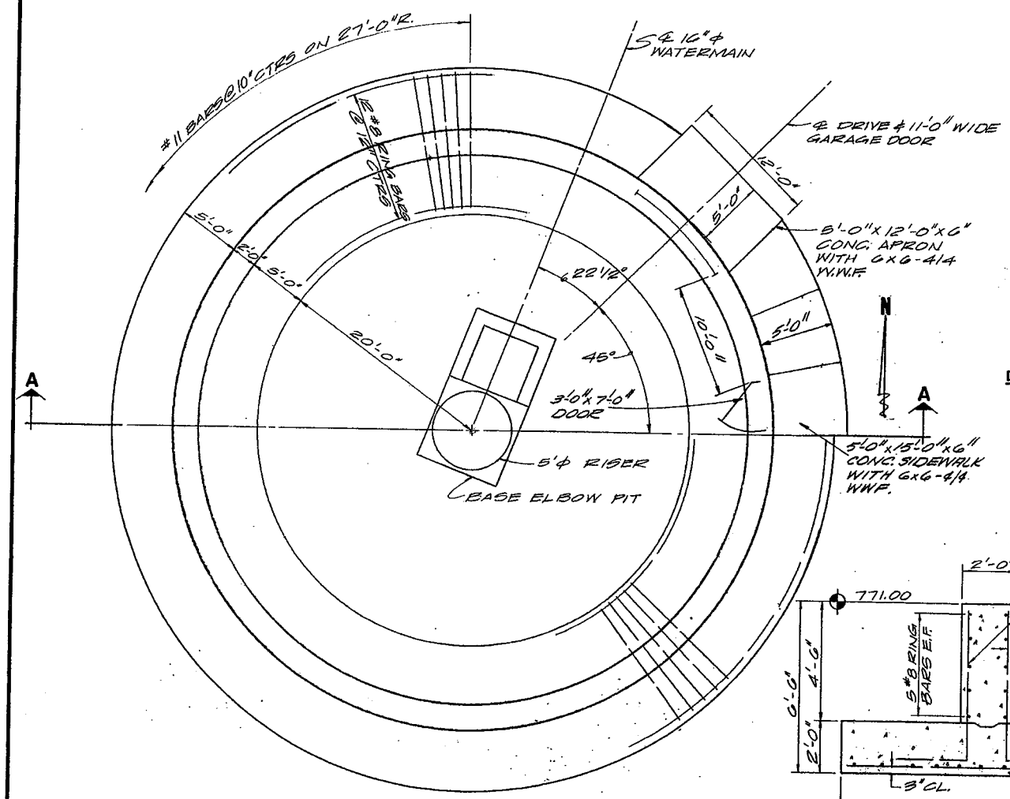
PROJECT 37

NORTHEAST ELEVATED TANK HYDRO PILLAR DETAILS

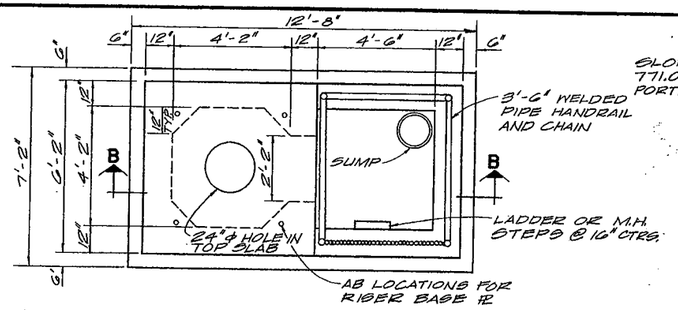
CRAWFORD, MURPHY & TILLY, Inc.
Consulting Engineers
Springfield, Illinois

SCALE NONE
DATE 6-10-74
JOB NO. 7156-01
SHEET 3 OF 6 SHEETS

EVENING & COMPANY FORM 100 NO. 1020



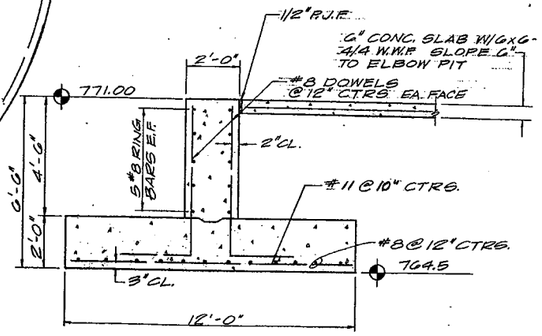
PLAN
NO SCALE



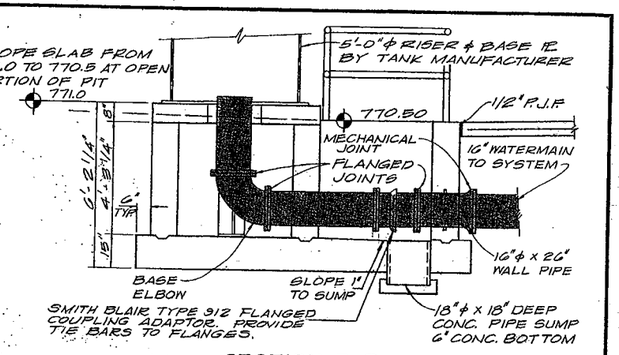
PLAN
BASE ELBOW PIT
SCALE: 3/8"=1'-0"

DESIGN CRITERIA

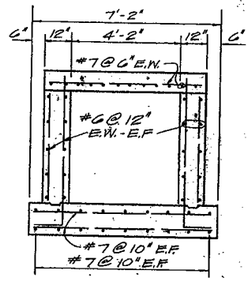
ALLOWABLE SOIL PRESSURE	5,000 PSF
RING WALL TOTAL LOAD	9,000 KIPS
BASE ELBOW PIT TOTAL LOAD	160 KIPS
WIND MOMENT	8,573 FT. KIPS
WIND SHEAR	129 KIPS



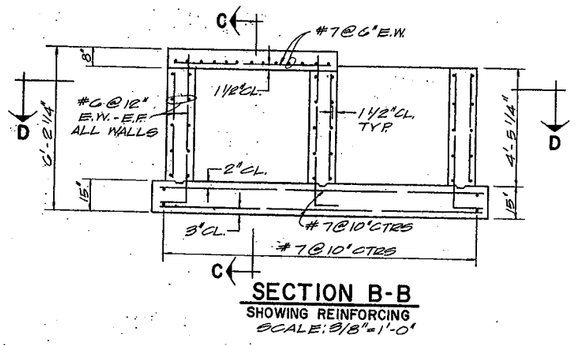
TYPICAL FOOTING SECTION
NO SCALE



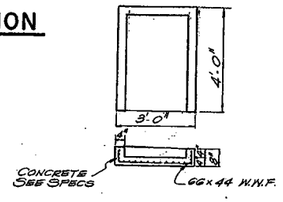
SECTION B-B
SHOWING PIPING
SCALE: 3/8"=1'-0"



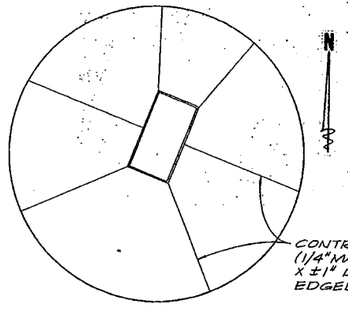
SECTION C-C
SHOWING REINFORCING



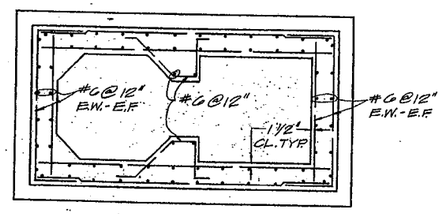
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SHOWING REINFORCING
SCALE: 3/8"=1'-0"



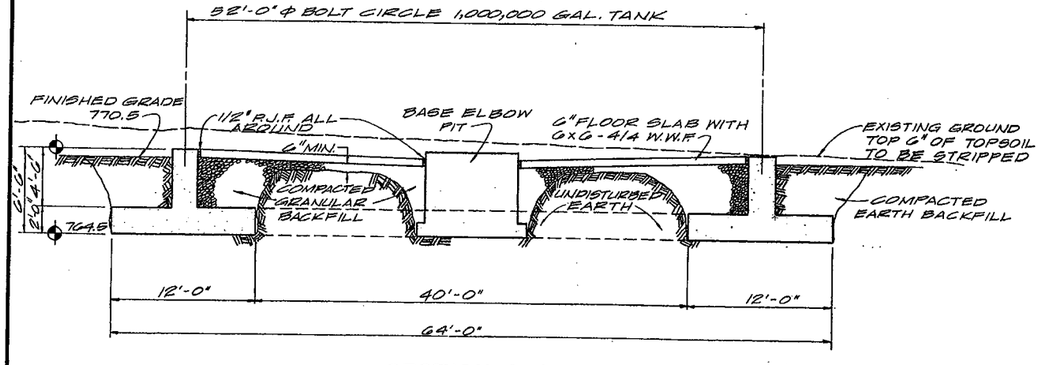
SPLASH PAD DETAIL
SCALE: ½" = 1'-0"



SLAB PLAN
SHOWING CONTROL JOINTS



SECTION D-D
SHOWING REINFORCING
SCALE: 3/8"=1'-0"



SECTION A-A
NO SCALE

GENERAL NOTES

1. ALL CONCRETE SHALL MEET THE REQUIREMENTS OF THE GENERAL SPECIFICATIONS, SECTION 8.20 CONCRETE.
2. ALL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,500 P.S.I. @ 28 DAYS.
3. ALL EXPOSED EDGES OF CONCRETE SHALL BE BEVELED 3/4" UNLESS OTHERWISE NOTED.
4. THE TOP PORTION OF ELEVATED TANK FOUNDATION WALL SHALL BE FINISHED SMOOTH TO A LEVEL 6" BELOW FINISHED GRADE.
5. REINFORCING STEEL SHALL BE A-615 GRADE 40.
6. ALL REINFORCEMENT BARS SHALL BE LAPPED 24 DIA. UNLESS OTHERWISE SHOWN, BUT NO LAP SHALL BE LESS THAN 1'-6".
7. ANCHOR BOLT AND AN ANCHOR BOLT LOCATION DRAWING SHALL BE FURNISHED BY TANK FABRICATOR.
8. ALL REINFORCING SPLICES IN THE PEDESTAL PORTION OF THE FOUNDATION SHALL BE STAGGERED.
9. QUANTITY OF REINFORCING IN BILL OF MATERIALS REFLECTS 600# STEEL FOR LAPS IN RING BARS.

NOTE: QUANTITIES BELOW INCLUDE FOUNDATION SLAB, APRON, AND BASE ELBOW PIT MATERIALS ARE FOR BIDDING PURPOSES ONLY, NOT FOR PAYMENT.

BILL OF MATERIALS

DESCRIPTION	IMM GAL.
CONCRETE	246.3 C.Y.
REINFORCEMENT	31,820 LBS.
6 x 6 - 4/4 W.W.F.	1960 SQ. FT.

DESIGNED BY — DRAWN BY EBERHARD C. CHAVEZ JR. — CHECKED BY — APPROVED BY

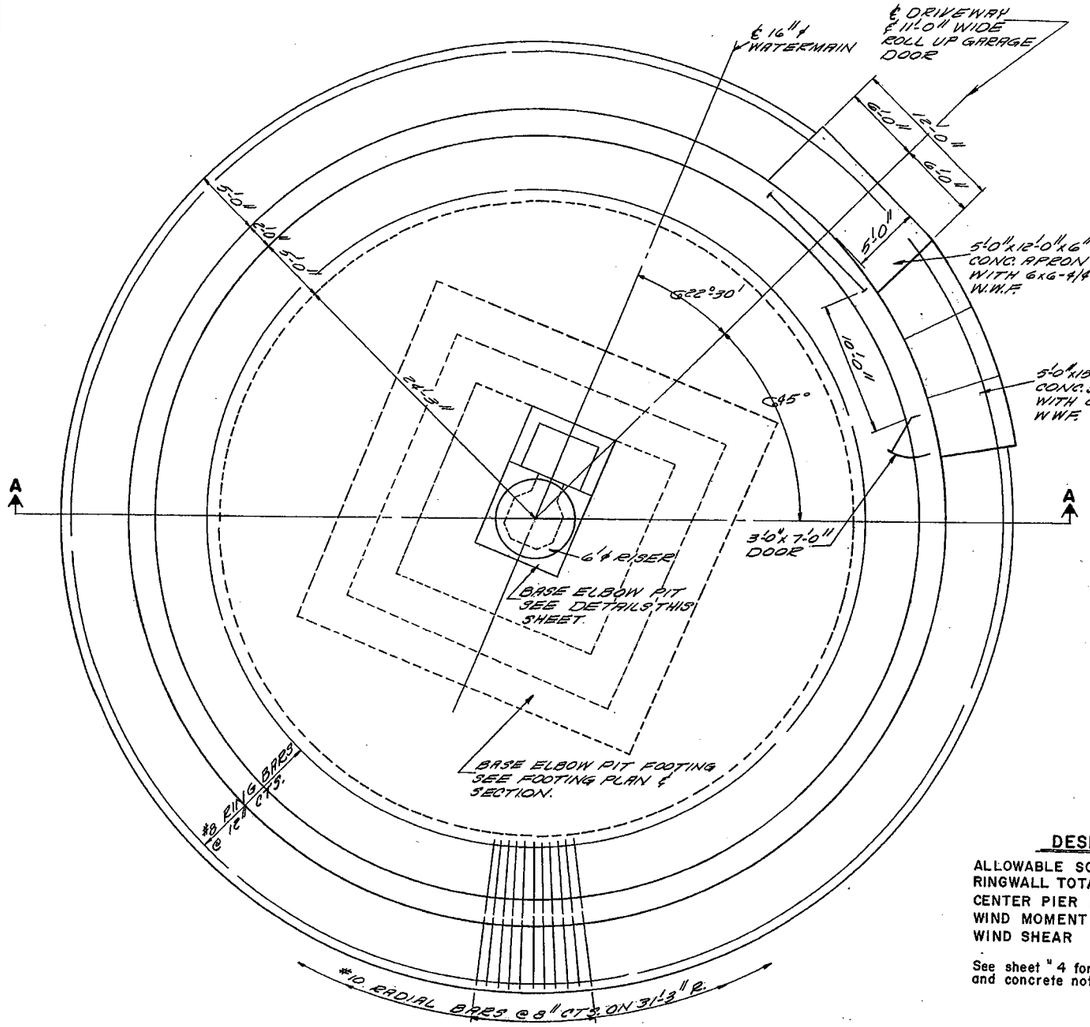
CITY OF AURORA
AURORA, ILLINOIS

PROJECT 37
1,000,000 GALLON
NORTHEAST ELEVATED TANK FOUNDATION DETAILS

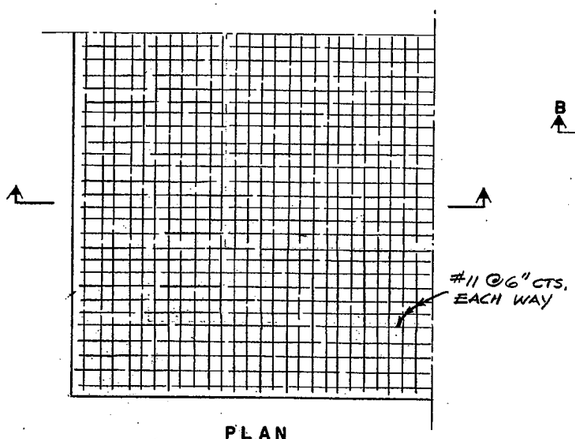
CRAWFORD, MURPHY & TILLY, Inc.
Consulting Engineers
Springfield, Illinois

SCALE AS SHOWN
DATE 6/10/74
JOB NO. 7156-01
SHEET 4 OF 6 SHEETS

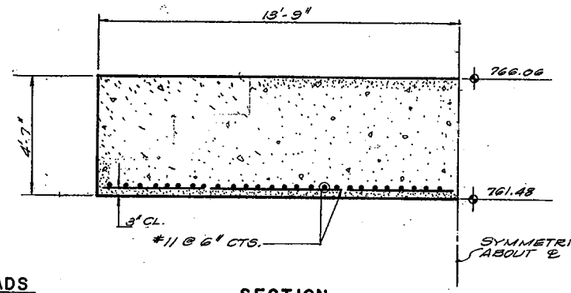
USHING & COMPANY FORM 100 NO. 2118-B



PLAN
SCALE: 3/16"=1'-0"



PLAN
BASE ELBOW FOOTING

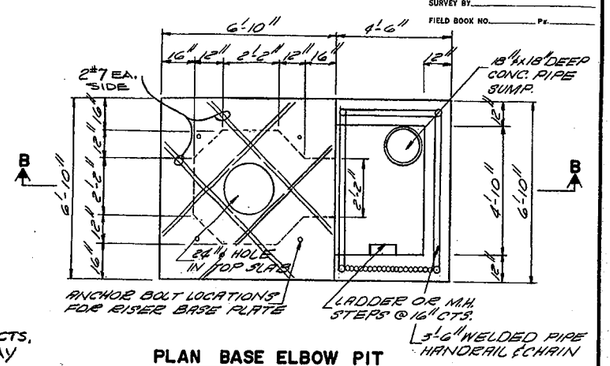


SECTION

DESIGN LOADS

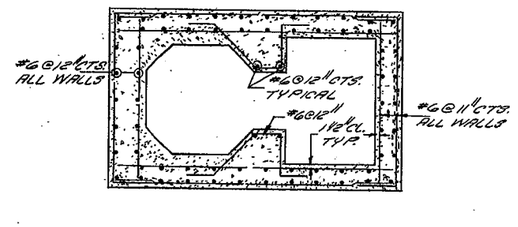
ALLOWABLE SOIL PRESSURE	= 5000 p.s.f.
RINGWALL TOTAL LOAD	= 10,350 KIPS
CENTER PIER LOAD	= 3,630 KIPS
WIND MOMENT	= 10,276 FT-KIPS
WIND SHEAR	= 152.1 KIPS

See sheet "4 for reinforcing notes and concrete notes.

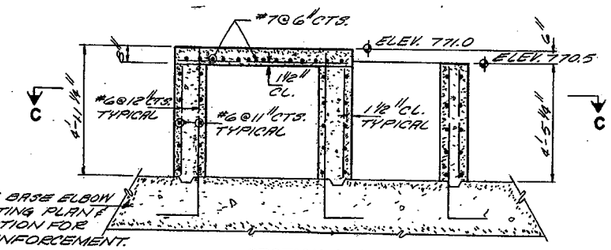


PLAN BASE ELBOW PIT
SCALE: 3/8"=1'-0"

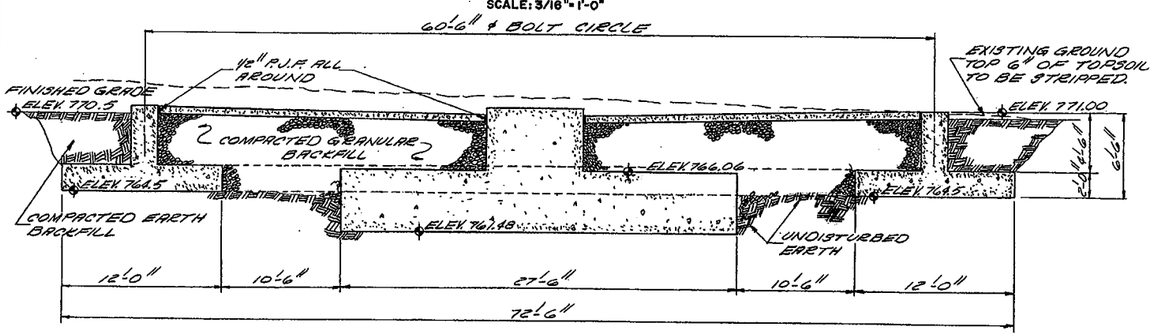
NOTE: FOR PIPING IN BASE ELBOW PIT SEE SHEET #5 SECTION B-B.



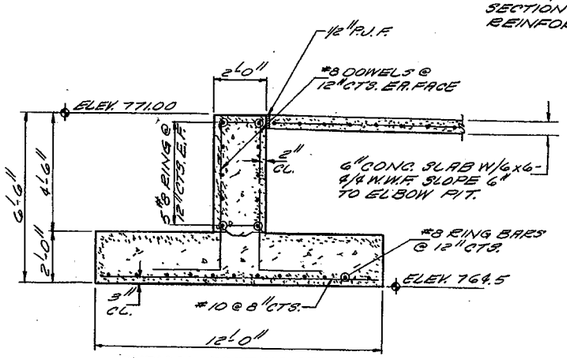
SECTION C-C
SCALE: 3/8"=1'-0"



SECTION B-B
SCALE: 3/8"=1'-0"



SECTION A-A
SCALE: 3/16"=1'-0"



TYPICAL FOOTING SECTION
NO SCALE

BILL OF MATERIALS

DESCRIPTION	QUANTITY
CONCRETE	370.7 C.Y.
REINFORCING BARS	48020 LBS.
6x6-4/4 W.W.F.	2730 SQ.FT.

DESIGNED BY MARCEL NIRSCHNEE
DRAWN BY MARVIN LEESHMAN
CHECKED BY NIMAI C. DEB
APPROVED BY

CITY OF AURORA
AURORA, ILLINOIS

PROJECT 37
1,500,000 GALLON
NORTHEAST ELEVATED TANK FOUNDATION DETAILS

CRAWFORD, MURPHY & TILLY, Inc.
Consulting Engineers
Springfield, Illinois

SCALE AS SHOWN
DATE 6/10/74
JOB NO. 7156-01
SHEET 5 OF 6 SHEETS

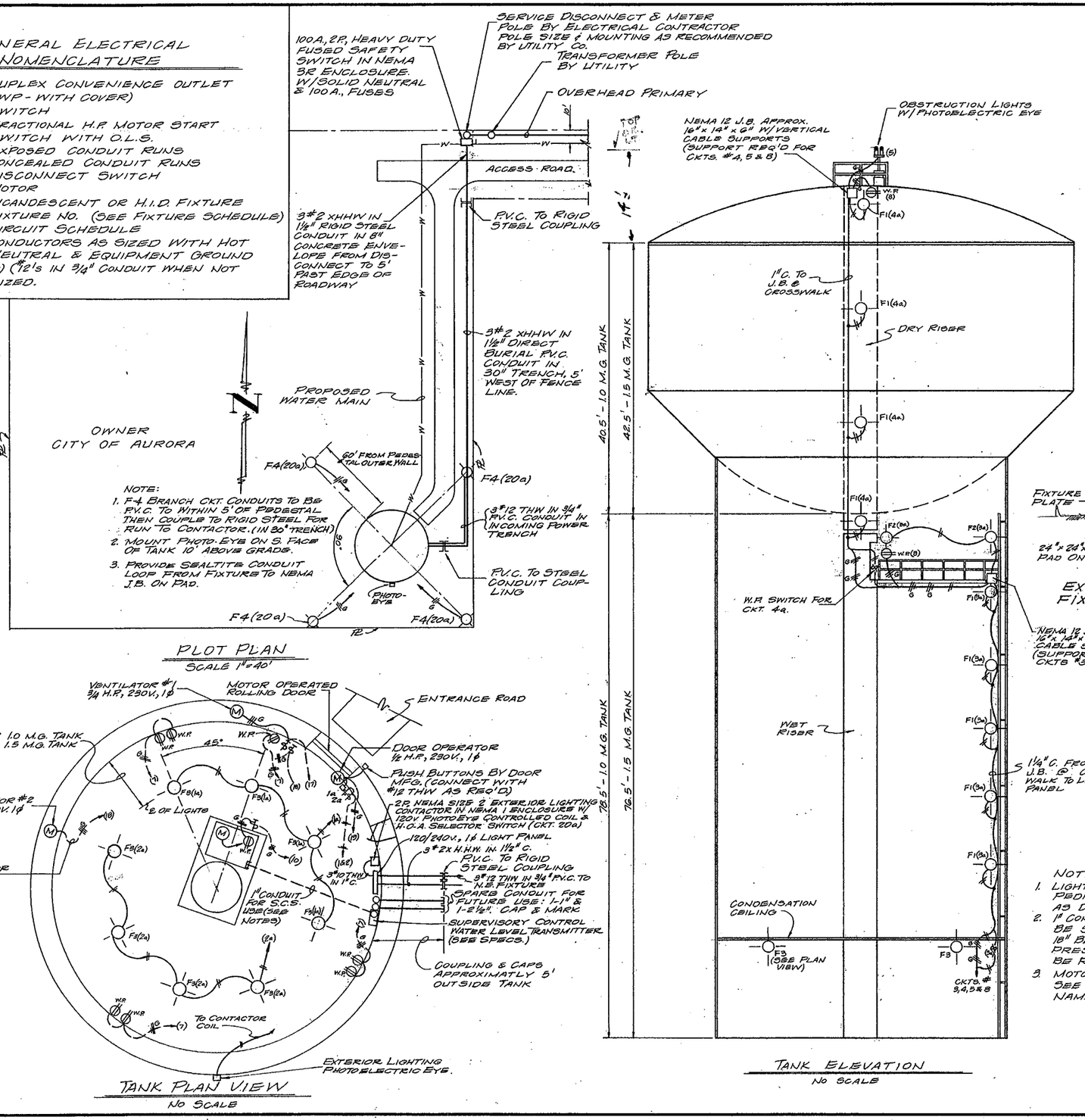
CUSHING & COMPANY FORM 100 NO. 8115-9

SURVEY BY_____

FIELD BOOK NO._____ Pg._____

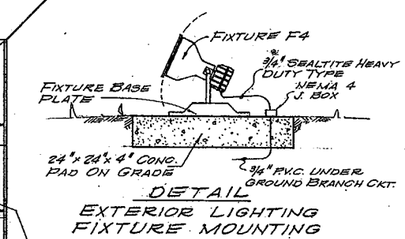
GENERAL ELECTRICAL NOMENCLATURE

- DUPLEX CONVENIENCE OUTLET (WP - WITH COVER)
- SWITCH
- FRACTIONAL H.P. MOTOR START SWITCH WITH O.L.S.
- EXPOSED CONDUIT RUNS
- CONCEALED CONDUIT RUNS
- DISCONNECT SWITCH
- MOTOR
- INCANDESCENT OR H.I.D. FIXTURE
- F# FIXTURE NO. (SEE FIXTURE SCHEDULE)
- (#) CIRCUIT SCHEDULE
- CONDUCTORS AS SIZED WITH HOT NEUTRAL & EQUIPMENT GROUND (2) #12's IN 3/4" CONDUIT WHEN NOT SIZED.



LIGHT FIXTURE SCHEDULE

NO.	MANUFACTURER	NAME OR MODEL NUMBER	LAMPS	LOCATION & MOUNTING
F-1	HUBBEL	VAPORTITE SERIES, # W8-150 W/J. BOX & GLOBE	100 WATT INCANDESCENT	RIGHT SIDE OF LADDER IN RISER & PEDISTAL.
F-2	HUBBEL	VAPORTITE SERIES, # W8-250 W/J. BOX & GLOBE	200 WATT INCANDESCENT	8' ABOVE CATWALK AS SHOWN
F-3	HOLOPHANE	PRISMPACK 300 SERIES #300A. W/1.5 S/M.H. RATIO	250 WATT MERCURY W/ DRIP PROTECTION MODIFICATION & THROUGH WAY POWER HOOK	LOWER PEDISTAL ON CONDENSATION CEILING
F-4	G.E.	POWR SPOT FLOODLIGHT MODEL C532G102 W/ TEMPER IMPACT & HEAT RESISTANT COVER GLASS FOR AIMING ABOVE HORIZONTAL PLANE, 240V BALLAST & BASE #35-110728-07	1000 WATT METAL HALID	MOUNT ON 24" SQ. CONCRETE PAD. LOCATE AS DETAILED AIM AT POINT 77' ABOVE GROUND.



DETAIL
EXTERIOR LIGHTING FIXTURE MOUNTING
No SCALE

NOTES:
1. LIGHTS IN DRY RISER & UPPER PEDISTAL TO BE EQUALLY SPACED AS DETAILED.
2. 1" CONDUIT FOR S.C.S. USE TO BE STUBBED THRU RISER PIT 18" BELOW FLOOR ELEVATION. PRESSURE SENSING LINE TO BE RUN THRU CONDUIT.
3. MOTOR H.P. ARE APPROXIMATE. SEE SHOP DRAWINGS FOR EXACT NAMEPLATE DATA.

120/240 V., 1ϕ LIGHT PANEL SCHEDULE

CKT. #	POLE #	RATING	USEAGE
1.	1.	20A,1P.	LOWER PEDISTAL LIGHTING (BELOW CONDENSATION CEILING)
2.	2.	20A,1P.	LOWER PEDISTAL LIGHTING (BELOW CONDENSATION CEILING)
3.	3.	20A,1P.	UPPER PEDISTAL LIGHTING (ABOVE CONDENSATION CEILING)
4.	4.	20A,1P.	DRY RISER LIGHTING
5.	5.	20A,1P.	OBSTRUCTION LIGHTING
6.	6.	20A,1P.	SPARE
7.	7.	20A,1P.	LOWER LEVEL CONVENIENCE OUTLETS
8.	8.	20A,1P.	UPPER LEVEL CONVENIENCE OUTLETS
9.	9.	20A,1P.	CATHODIC PROTECTION EQUIPMENT
10.	10.	20A,1P.	SUMP PUMP
11.	11.	20A,1P.	SPARE.
12.	12.	20A,1P.	SPARE
13	13.	20A,1P.	SPARE
14.	14.	20A,1P.	SPARE
15.	15.	20A,1P.	SPARE
16.	16.	20A,1P.	SPARE
17.	17&19	20A,2P.	VENTILATOR #1
18.	18&20	20A,2P.	VENTILATOR #2
19.	21&23	20A,2P.	OVERHEAD DOOR
20	22&24	30A.2P.	EXTERIOR LIGHTING
–	–	100A,2P.	MAIN BKR.

DESIGNED BY
DRAWN BY GARY L. DAVIS
CHECKED BY
APPROVED BY

CITY OF AURORA
AURORA, ILLINOIS

PROJECT 37

NORTHEAST ELEVATED TANK ELECTRICAL

CRAWFORD, MURPHY & TILLY, Inc.
Consulting Engineers
Springfield, Illinois

SCALE AS SHOWN
DATE
JOB NO. 7156-01-1
SHEET 6 OF 6 SHEETS

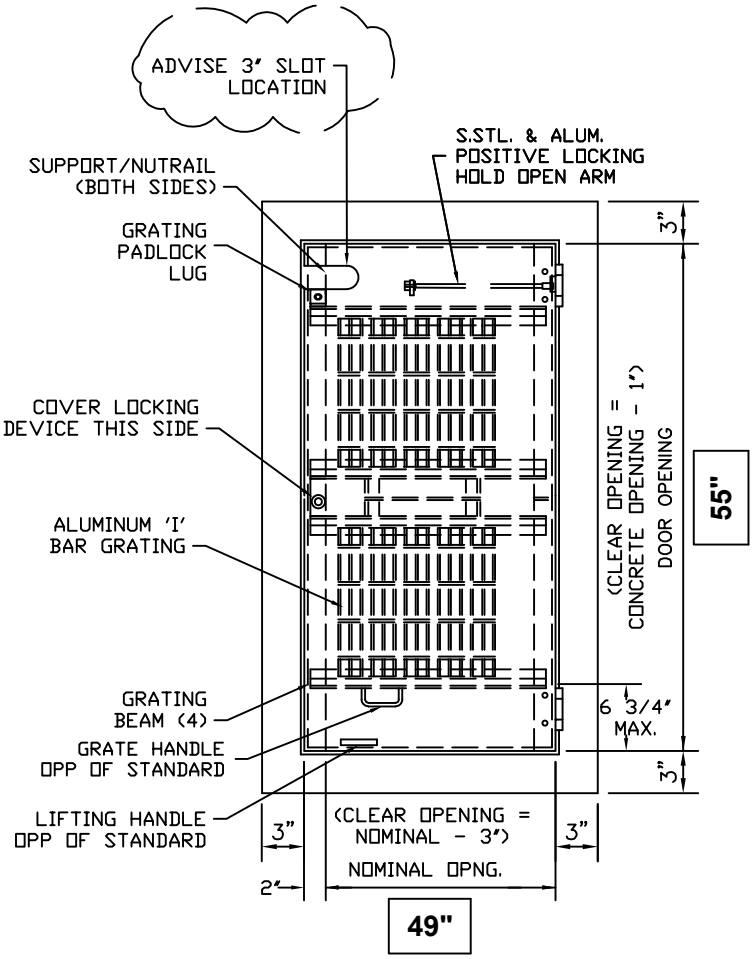
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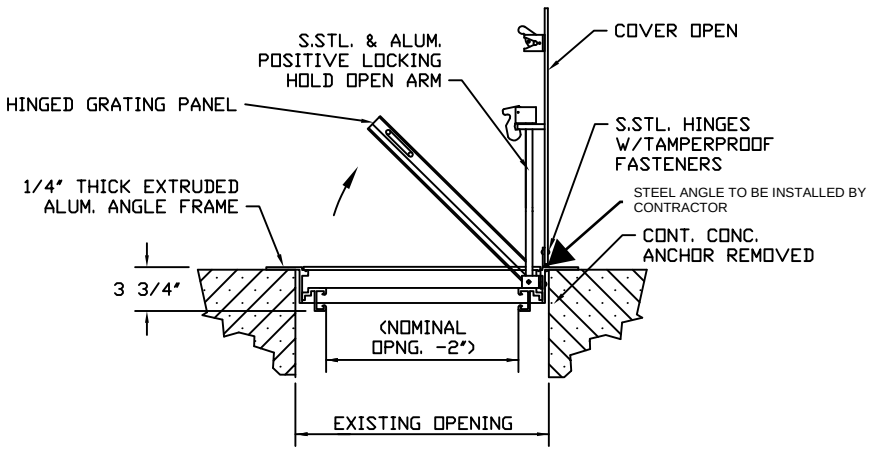
APPENDIX 7 – HALLIDAY HATCH DETAIL AND LADDER EXTENSION

HALLIDAY PRODUCTS, INC.
ORLANDO, FL
http://www.hallidayproducts.com

HALLIDAY PRODUCTS

MODEL NO. S1R049055C–BPD––Q–Z
Q = LIFTING AND GRATING HANDLE OPPOSITE OF STANDARD AND
Z= 3" SLOT IN COVER
QUANTITY: 1
DOCUMENT NO. Q102234
DATE: 10/3/25
LOCATION/TAG:





NOTE: CUSTOMER TO VERIFY EXISTING OPENING OF
52.5" X 56"

STANDARD FEATURES:

1/4 ALUMINUM TREAD PLATE COVER
1/4 THICK ALUMINUM FRAME EXTRUSION
T-316 STAINLESS STEEL HARDWARE
S.STL. & ALUM. HOLD OPEN ARM
RECESSED LIFT HANDLE (S)
HINGED AND LOCKABLE PROTECTIVE GRATING PANEL (POWDER COATED, SAFETY ORANGE COLOR)
LIFETIME GUARANTEE
300 LB. PER SQ. FT. LOAD RATING

OPTIONS/FEATURES:

	PADLOCK BAR
X	S.STL. SLAM LOCK W/ KEY
	RECESSED LOCK BOX
	KEYED CYLINDER LOCK
X	SPRING ASSIST
	EPDM GASKET/CUSHION
	BITUMINOUS COATING
	PVC PROTECTIVE FILM
	SLAB SKIRT HEIGHT (INCLUDING FRAME)
	CLEAR ANODIZED FINISH
	SAFETY CHAIN WITH POSTS
X	EMBED FLANGE REMOVED
N/A	2" INSULATION W/ CAPTIVE PAN
	NUTRAIL
N/A	RETRO-GRATE (SEE ATTACHED DETAIL)
	BOLT DOWN COVER
	INSPECTION DOOR
	MODULAR
X	LIFTING AND GRATING HANDLE OPPOSITE OF STANDARD & 3" SLOT IN COVER

NOTE: CONTRACTOR TO ATTACH HATCH TO STEEL ANGLE AS NOTED IN 13201 SECTION 3.17

NOTE: STANDARD PRODUCT WARRANTY DOES NOT COVER CORROSION FROM CHLORINE CONTACT.

SERIES L1E LADDER EXTENSION

HALLIDAY PRODUCTS
www.HallidayProducts.com
Phone: (800) 298–1027
Local: (407) 298–4470
Sales@HallidayProducts.com

STANDARD FEATURES:

- EASY TO INSTALL ON ALUMINUM OR STAINLESS LADDERS
- SECURE LOCKING IN THE EXTENDED POSITION
- LIGHT WEIGHT OPERATION
- ALL ALUMINUM AND STAINLESS STEEL CONSTRUCTION
- ALSO AVAILABLE IN ALL TYPE 304 OR TYPE 316 S.STL. CONSTRUCTION
- 3 YEAR GUARANTEE

MODEL NO.	HEIGHT INCHES (MM)	ABOVE LADDER INCHES (MM)	MINIMUM TANK DEPTH INCHES (MM)
A	37" (940 MM)	42" (1067 MM)	73" (1854 MM)
B	34" (864 MM)	39" (991 MM)	55" (1397 MM)

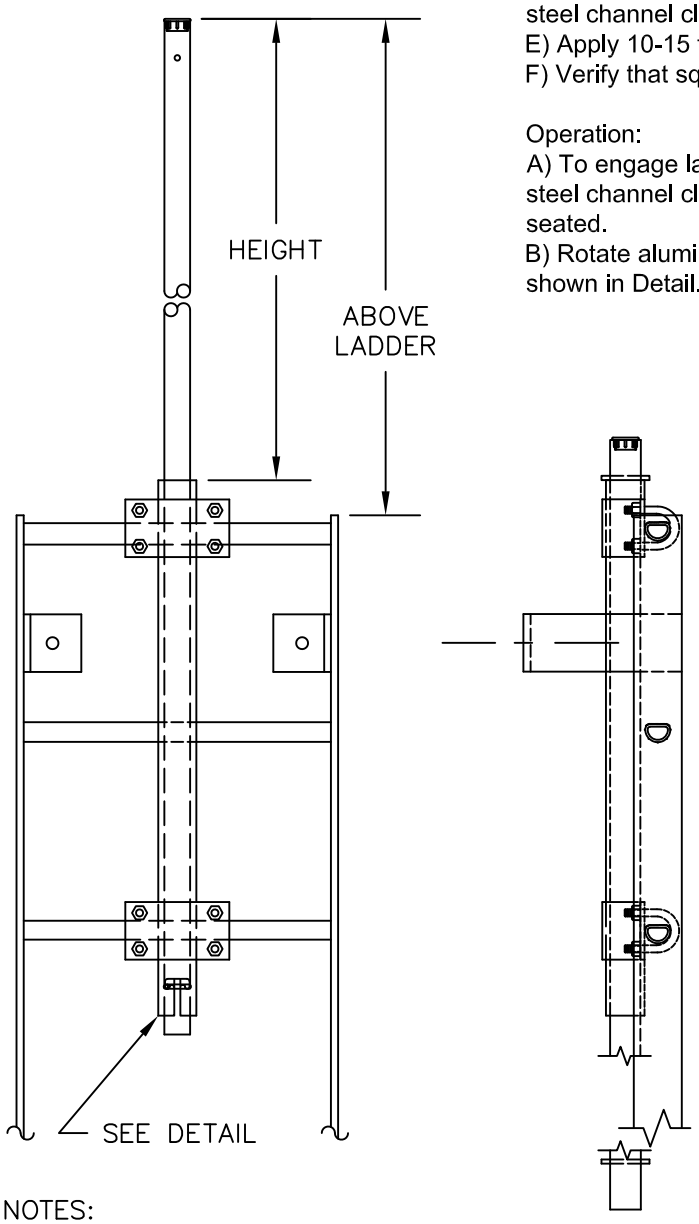
INSTALLATION & OPERATION INSTRUCTIONS

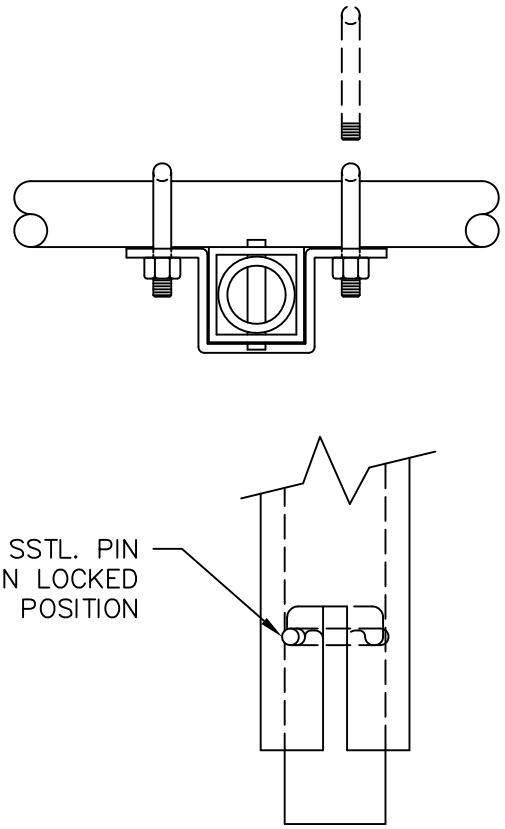
Installation:

A) Place ladder flat on the ground with standoffs up.
B) Place 2" (51 MM) square aluminum tube in center of rungs with the "T" shaped slot below third rung as shown (Model A) or second rung (Model B).
C) Place stainless steel channel clamp over square aluminum tube so "U" bolt holes line up on either side of rungs as shown.
D) Insert stainless steel "U" bolts over rung and through holes in stainless steel channel clamp as shown.
E) Apply 10-15 foot pounds (1.3-2.1 KG/M) of torque to all "U" bolt nuts.
F) Verify that square aluminum tube is secured to ladder rungs.

Operation:

A) To engage ladder extension, grasp aluminum post above the top stainless steel channel clamp, and pull straight up until lower stainless steel pin is seated.
B) Rotate aluminum post 1/4 turn in either direction to secure pin in slot as shown in Detail.





DETAIL

NOTES:
PIN MUST BE IN LOCKED POSITION PRIOR TO OPERATION.

APPENDIX 8 – SOILS REPORT

Limited Site Investigation

December 9, 2025 | Project No. 11257077

Engineering Enterprises Inc
52 Wheeler Road
Sugar Grove, IL 60554

Prepared by:

Terracon Consultants, Inc.
Glendale Heights, Illinois
Sugar Grove, IL 60554



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- Facilities
- Environmental
- Geotechnical
- Materials

11600 Lilburn Park Road
St. Louis, Missouri 63146
P 314-692-8811
F 314-692-8810
Terracon.com

December 9, 2025

Engineering Enterprises, Inc
52 Wheeler Road
Sugar Grove, IL 60554-9595

Attn: Ms. Michele Piotrowski
(630) 466-6724
mpiotrowski@eeiweb.com

Re: Environmental Consulting – Church Road Water Tower Soil Sampling
Terracon Project No. 11257077

Dear Ms. Piotrowski:

Terracon Consultants, Inc. (Terracon) is pleased to submit this brief report for the Limited Site Investigation (LSI) activities completed at the site referenced above. Terracon conducted the LSI in general accordance with our proposal P11257077, dated March 25, 2025.

Terracon appreciates the opportunity to provide environmental consulting services to Engineering Enterprises Inc. Should you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
Terracon Consultants, Inc.

for Nick Fritz
Staff Scientist

Eduardo Gasca, P.E.
Senior Environmental Engineer

cc: Adam Noon, Engineering Enterprises, Inc.

Enclosure

Table of Contents

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1.2 Additional Scope Limitations 3

1.3 Reliance 4

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4.1 Presentation of Analytical Results 6

4.2 Soil Sample Results 6

4.3 Quality Assurance/Quality Control 7

5.0 Conclusions and Recommendations 7

APPENDIX A – EXHIBITS

Exhibit 1 – Sample Location Map

APPENDIX B – TABLES

Table 1 – Soil Analytical Results- RCRA Metals
Table 2 – Soil Analytical Results- pH Specific Compounds
Table 3 – Soil Analytical Results- Inorganic Analytical Parameters (SPLP)

APPENDIX C – LABORATORY ANALYTICAL REPORTS AND CHAIN-OF-CUSTODY

Limited Site Investigation

Church Road Water Tower Soil Sampling
2680 Church Road
Aurora, Illinois 60502
Terracon Project No. 11257077
December 9, 2025

1.0 Site Description and Background Information

Site Name	Church Road Water Tower
Site Address	2680 Church Road, Aurora, Illinois
Site Description	The property is located at 2680 Church Road in Aurora, Illinois. The site is approximately 2.82 acres and is currently developed with a municipal water tower.

1.1 Standard of Care

Terracon's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, express or implied, regarding the findings, conclusions, or recommendations. Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal and were not intended to be in strict conformance with ASTM E1903-19.

1.2 Additional Scope Limitations

Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services. We cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this Limited Site Investigation (LSI). Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

1.3 Reliance

This report has been prepared for the exclusive use of Engineering Enterprises Inc. (client) and any authorization for use or reliance by any other party (except a governmental entity having jurisdiction over the site) is prohibited without the express written authorization of the client and Terracon. Any unauthorized distribution or reuse is at the client's sole risk. Notwithstanding the foregoing, reliance by authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, LSI report, and Terracon's Master Services Agreement. The limitation of liability defined in the terms and conditions is the aggregate limit of Terracon's liability to the client, and all relying parties unless otherwise agreed in writing.

2.0 Scope of Services

The objective of this Limited Site Investigation (LSI) is to assess the presence or absence of chemicals, specifically heavy metals, commonly associated with the area below water supply water tower identified material onsite at concentrations above laboratory reporting limits.

3.0 Field Investigation

3.1 Safety and Subsurface Utilities

Terracon is committed to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety goals, Terracon conducted the fieldwork under a site-specific health and safety plan. The plan identified site-specific job hazards and proper pre-task planning procedures. Work was performed using U.S. EPA Level D work attire consisting of hard hats, high-visibility attire, safety glasses, protective gloves, and protective boots.

3.2 Media Sampling Discussion

On October 23, 2025 a total of six (6) soil borings were advanced on the site. Refer to the attached Site Diagram (Exhibit 1, Appendix A) for a depiction of the sample locations. The sample locations were selected in a meeting held on October 20 with the Client to assess the areas with the highest potential for detecting chemicals of concern (B-1 through B-5) and a background sample (B-6) located at least 100 feet away from the area of concern.

The samples and completed chain-of-custody forms were relinquished under chain of custody procedures to First Environmental Laboratories, Inc., an accredited laboratory located in Naperville, Illinois. Samples were submitted for analysis on standard turnaround time basis. The samples were analyzed as described in the table below.

Sample ID	Purpose	Total Depth (ft)	Location	Soil Analysis
B-1: 1-1.5	Assess the surface soil prior to renovating the existing water tower.	1.5	41.80782N, 88.28762W	Total cadmium, Total chromium Total lead, and pH
B-2: 1-1.5	Assess the surface soil prior to renovating the existing water tower.	1.5	41.80775N, 88.28740W	Total cadmium, Total chromium Total lead, and pH
B-3: 1-1.5	Assess the surface soil prior to renovating the existing water tower.	1.5	41.80752N, 88.28766W	Total cadmium, Total chromium Total lead, pH and SPLP Chromium
B-4: 1-1.5	Assess the surface soil prior to renovating the existing water tower.	1.5	41.80760N, 88.28781W	Total cadmium, Total chromium Total lead, and pH
B-5: 1-1.5	Assess the surface soil prior to renovating the existing water tower.	1.5	41.80768N, 88.28771W	Total cadmium, Total chromium Total lead, and pH
B-6: 1-1.5	Soil background sample at least 100 feet away from the other samples.	1.5	41.80805N, 88.28774W	Total cadmium, Total chromium Total lead, and pH

Metals cadmium, chromium and lead = by EPA Method 846 6010C/3050B
PH = by EPA Method 9045D
Ft bgs = feet below ground surface
SPLP = Synthetic Precipitate Leachate Procedure Extraction.

3.3 Field Procedures

3.3.1 Surface Soil Sampling

Soil samples were collected using a hand trowel from the top 18 inches of soil. Non-dedicated sampling equipment was cleaned using an Alconox® wash and potable water rinse prior to the beginning of the project and before collecting each soil sample. Decontamination fluids were disposed of on-site.

Terracon's soil sampling program involved assigning one soil sample from each soil boring for laboratory analysis. Surface soil samples collected were placed in Ziploc®-style bags and the soil was homogenized. The samples were then placed in laboratory-prepared glassware, labeled, and placed on ice in sample coolers for delivery to the laboratory, as noted above.

3.4 Site Restoration

At the completion of field activities, soil that was not used for the sample was placed back in the respective sampling location to near surface grade.

4.0 Laboratory Analytical Results

The laboratory analytical reports and chain-of-custody records are attached in Appendix C. The following sections describe the results of the testing. The detection of an analyte at a concentration above a screening level does not necessarily indicate an adverse impact to human health or the environment; however, an exceedance of a screening level may indicate that additional investigation or action is warranted.

4.1 Presentation of Analytical Results

Soil analytical results were compared to Illinois Environmental Protection Agency (IEPA) Tier 1 Soil Remediation Objectives (SROs) from Title 35 of the Illinois Administrative Code Part 742: Tiered Approach to Corrective Action Objectives (TACO). The Tier 1 soil remediation objectives (SROs) and Class1 GROs are health-based concentrations of contaminants established by the IEPA to protect humans from excessive health risks at all properties in Illinois, regardless of land use or type. The following sections describe the results of the testing.

4.2 Soil Sample Results

One soil sample was collected from each boring location and analyzed for the three metals of concern and pH. The analytical results were compared to the Tier 1 SROs listed in Table 1 (Appendix B) and to the pH Specific SROs of the soil component to groundwater exposure route in Table 2.

- Soil samples B-1 and B-2 had chemical concentrations of total chromium present above the background MSA concentration but did not exceed the strictest Tier 1 SROs.
- B-3 had concentrations of total cadmium (0.7 mg/kg) and total chromium (31.6 mg/kg) present above background MSA levels but did not exceed Tier 1 SROs. Also, the sample B-3 total chromium concentration was above the pH Specific Tier 1 SRO for the soil component to groundwater exposure route (see Table 2). To address the potential for migration of chromium from sample B-3, upon approval by the client, on November 11, 2025 the laboratory was requested to analyze the Synthetic Precipitate Leachate Procedure Extraction (SPLP by Method 1312) for chromium. The result from this test (0.006 mg/L) is presented in Table 3 indicating that this result does not represent a concern when compared to the Class I Soil Component of the Groundwater Ingestion Route.
- Soil sample B-4 had chemical concentrations below the respective background MSA concentration levels.
- B-5 had concentrations of total cadmium and total chromium present above background MSA levels but did not exceed the Tier 1 SROs.
- Soil sample B-6, the local background sample, had metals concentrations that met or were below the respective background MSA concentration levels.

4.3 Quality Assurance/Quality Control

Refer to Appendix C for the Laboratory Analytical Reports. The lab reports contains additional information regarding the sample preparation, analysis, and results that should be considered in the interpretation of the data. Quality assurance/quality control (QA/QC) of laboratory analytical data was maintained using the following methods and procedures.

- Established reporting limits (RLs) with the laboratory that meet project Data Quality Objectives (DQOs)
- Laboratory QA/QC controls, such as laboratory control standard (LCS), matrix spike (MS), and matrix spike duplicate (MSD)
- Collection of samples in laboratory provided containers
- Chain-of-custody protocols

The laboratory conducts a QC of the data sets to ensure data meets data quality objectives. Terracon reviewed the laboratory reports and did not identify any QC standards substantially out of the control limits and/or that would negatively impact the data.

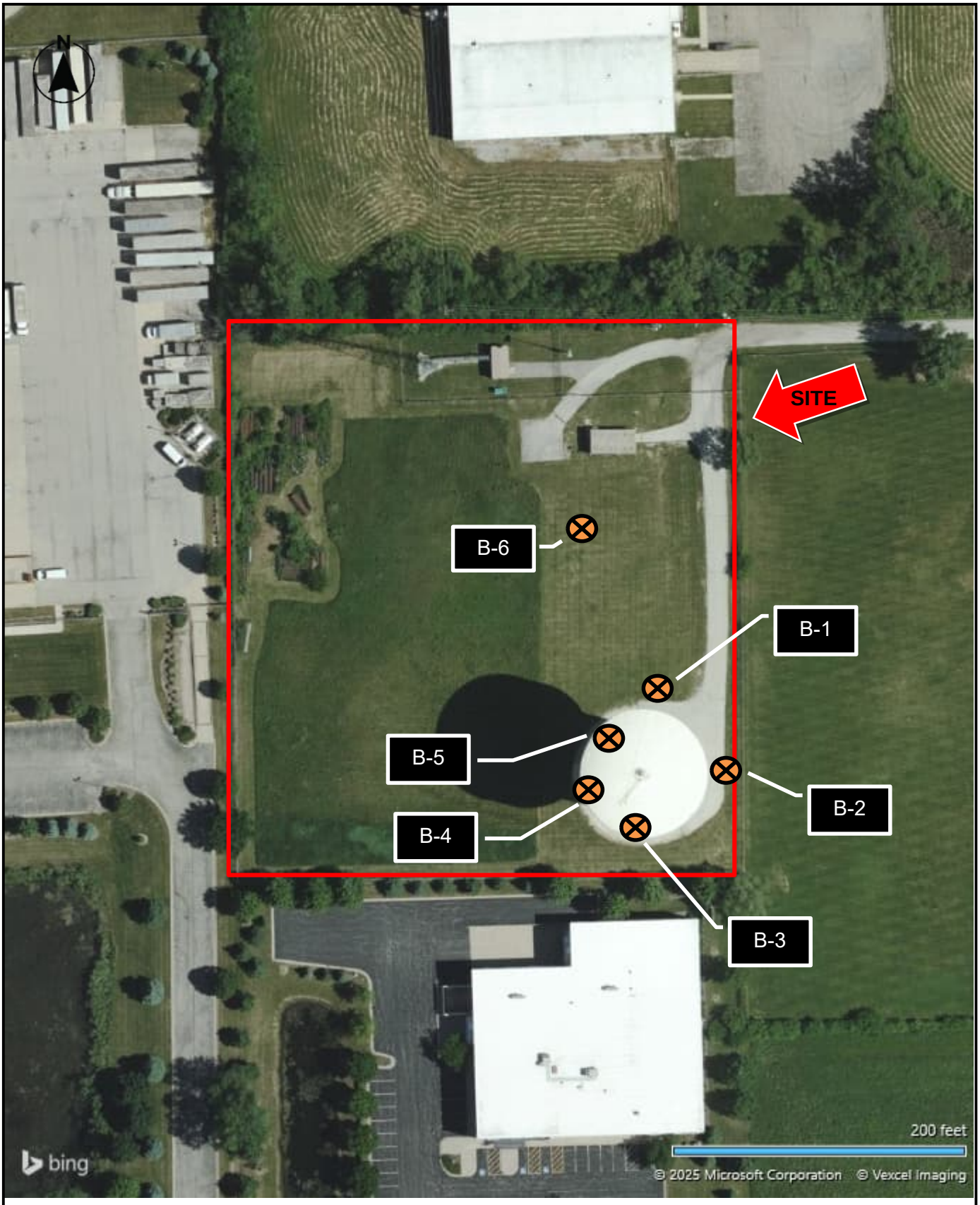
5.0 Conclusions and Recommendations

Terracon advanced six borings at the site to assess the presence or absence of chemicals commonly associated with the identified on-site materials above laboratory reporting limits.

- The soil samples submitted for total cadmium, total chromium, and total lead analyses were all found at concentrations below their respective Tier 1 SROs. The soil pH analyses for all samples range from 8.20 to 8.48 standard pH units.
- The soil sample B-3 had a total chromium concentration of 31.6 mg/kg for the soil component to groundwater exposure route higher than the respective pH-Specific Tier 1 SRO. The sample B-3 SPLP result for chromium shows that the chromium in the soil sample would not leach at groundwater concentrations that exceed the Class I groundwater remediation objective. Thus, this does not represent an established exposure pathway.

APPENDIX A – EXHIBITS

Exhibit 1 – Sample Location Map



Proposal No. 11257077 Scale: AS SHOWN Client: Engineering Enterprises, Inc Date: December 9 2025	Terracon 192 Exchange Blvd Glendale Heights, IL 60139-2089	SAMPLE LOCATION MAP Church Road Water Tower Soil Sampling 2680 Church Road Aurora, IL 60502	Exhibit 1

APPENDIX B – TABLES

Table 1 – Soil Analytical Results- RCRA Metals

Table 2 – Soil Analytical Results- pH Specific Compounds

Table 3 – Soil Analytical Results – Inorganic Analytical Parameters (SPLP)

Table 1 - Soil Analytical Results - RCRA Metals
Church Road Water Tower Soil Sampling
Project Number: 11257077

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives				Background	Sample Identification	B-1 : 1-1.5	B-2 : 1-1.5	B-3 : 1-1.5	B-4 : 1-1.5	B-5 : 1-1.5	B-6 : 1-1.5
		Residential Properties		Construction Workers			Sample Depth (feet)	1-1.5'	1-1.5'	1-1.5'	1-1.5'	1-1.5'	1-1.5'
							Date Collected	10/23/2025	10/23/2025	10/23/2025	10/23/2025	10/23/2025	10/23/2025
		Ingestion	Inhalation	Ingestion	Inhalation	MSAs							
RCRA Metals													
Cadmium	mg/kg	78	1,800	200	59,000	0.6		0.6	0.6	**0.7**	<0.5	**0.7**	0.6
Chromium, total	mg/kg	230	270	4,100	690	16.2		**16.3**	**23.1**	**31.6**	9.5	**16.7**	16.2
Lead	mg/kg	400	---	700	---	36.0		11.9	12.4	14.1	7.0	11.3	9.8

Table 2 - Soil Analytical Results - pH-Specific Compounds
Church Road Water Tower Soil Sampling
Project Number: 11257077

Analyte	Units	Background	pH-Specific Tier 1 SROs Soil Component to Groundwater Exposure Route		Sample Identification	B-1 : 1-1.5	B-2 : 1-1.5	B-3 : 1-1.5	B-4 : 1-1.5	B-5 : 1-1.5	B-6 : 1-1.5
			Class II		Sample Depth (feet)	1-1.5'	1-1.5'	1-1.5'	1-1.5'	1-1.5'	1-1.5'
			7.75	8.25	Date Collected	10/23/2025	10/23/2025	10/23/2025	10/23/2025	10/23/2025	10/23/2025
		MSAs	8.24	8.74							
pH-Specific Compounds					**pH**	8.40	8.20	8.46	8.48	8.48	8.36
Cadmium	mg/kg	0.6	4,300	---		0.6	0.6	0.7	<0.5	0.7	0.6
Chromium, total *	mg/kg	16.2	28	24		16.3	23.1	31.6	9.5	16.7	16.2
Lead	mg/kg	36.0	1,420	1,420		11.9	12.4	14.1	7.0	11.3	9.8

Table 3 - Soil Analytical Results - Inorganic Analytical Parameters (SPLP)
Church Road Water Tower Soil Sampling Project Number: 11257077

Analyte	Units	IEPA Tier 1 Soil Remediation Objectives				Soil Component of the Groundwater Ingestion Route	Sample Identification	B-1 : 1-1.5	B-2 : 1-1.5	B-3 : 1-1.5	B-4 : 1-1.5	B-5 : 1-1.5	B-6 : 1-1.5
		Residential Properties		Construction Workers			Sample Depth (feet)	1-1.5'	1-1.5'	1-1.5'	1-1.5'	1-1.5'	1-1.5'
		Ingestion	Inhalation	Ingestion	Inhalation	Class I	Date Collected	10/23/2025	10/23/2025	10/23/2025	10/23/2025	10/23/2025	10/23/2025
Inorganic Analytical Parameters (SPLP)													
Chromium, total	mg/L	---	---	---	---	0.10		---	---	0.006	---	---	---

Table Notes

Remediation Objectives from 35 Illinois Administrative Code Chapter 742: *Tiered Approach to Corrective Action Objectives* (TACO).

mg/kg = milligrams per kilogram, generally equivalent to ppm

--- = No IEPA Remediation Objective for this exposure route.

Bold = Metals over site-specific background concentrations

* In pH-specific table, hexavalent chromium used as RO for total chromium to allow for a conservative comparison. Since no Class II pH-specific ROs exist for chromium, silver and vanadium, conservative Class I ROs used for comparison.


= Highlighted cell indicates exceedance of Tier 1 Remediation Objective value.
Background considered ingestion exposure route SRO value for select PNA constituents and arsenic.

APPENDIX C – LABORATORY ANALYTICAL REPORTS AND CHAIN-OF-CUSTODY

First Environmental Laboratories, Inc

IL ELAP / NELAC Certification # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • FirstEnv.com

October 29, 2025

Mr. Eduardo Gasca
TERRACON CONSULTANTS, INC.
192 Exchange Blvd
Glendale Heights, IL 60139

Project ID: PO# 1257077 - Church Road LSI
First Environmental File ID: 25-9776
Date Received: October 23, 2025

Dear Mr. Eduardo Gasca:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922025-14: effective 01/16/25 through 02/28/2026.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Ryan Gerrick
Project Manager

First
Environmental
Laboratories, Inc

IL ELAP / NELAC Certification # 100292

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Case Narrative

TERRACON CONSULTANTS, INC.

Lab File ID: **25-9776**

Project ID: **PO# 1257077 - Church Road LSI**

Date Received: **October 23, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
25-9776-001	B-1 : 1-1.5	10/23/2025 10:30
25-9776-002	B-2 : 1-1.5	10/23/2025 10:40
25-9776-003	B-3 : 1-1.5	10/23/2025 10:55
25-9776-004	B-4 : 1-1.5	10/23/2025 11:05
25-9776-005	B-5 : 1-1.5	10/23/2025 11:25
25-9776-006	B-6 : 1-1.5	10/23/2025 11:45

Sample Batch Comments:

Sample acceptance criteria were met.

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Case Narrative

TERRACON CONSULTANTS, INC.

Lab File ID: **25-9776**

Project ID: **PO# 1257077 - Church Road LSI**

Date Received: **October 23, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.

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Analytical Report

Client:	TERRACON CONSULTANTS, INC.	**Date Collected:**	10/23/25
Project ID:	PO# 1257077 - Church Road LSI	**Time Collected:**	10:30
Sample ID:	B-1 : 1-1.5	**Date Received:**	10/23/25
Sample No:	25-9776-001	**Date Reported:**	10/29/25

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total **Method: 2540G 2011**				
Analysis Date: 10/24/25				
Total Solids	88.21		%	
Total Metals **Method: 6010C** **Preparation Method 3050B**				
Analysis Date: 10/28/25		Preparation Date: 10/27/25		
Cadmium	0.6	0.5	mg/kg	
Chromium	16.3	0.5	mg/kg	
Lead	11.9	0.5	mg/kg	
pH @ 25°C, 1:2 **Method: 9045D**				
Analysis Date: 10/28/25 8:39				
pH @ 25°C, 1:2	8.40		Units	

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Analytical Report

Client:	TERRACON CONSULTANTS, INC.	**Date Collected:**	10/23/25
Project ID:	PO# 1257077 - Church Road LSI	**Time Collected:**	10:40
Sample ID:	B-2 : 1-1.5	**Date Received:**	10/23/25
Sample No:	25-9776-002	**Date Reported:**	10/29/25

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total **Method: 2540G 2011**				
Analysis Date: 10/24/25				
Total Solids	84.15		%	
Total Metals **Method: 6010C**		**Preparation Method 3050B**		
Analysis Date: 10/28/25		Preparation Date: 10/27/25		
Cadmium	0.6	0.5	mg/kg	
Chromium	23.1	0.5	mg/kg	
Lead	12.4	0.5	mg/kg	
pH @ 25°C, 1:2 **Method: 9045D**				
Analysis Date: 10/28/25 8:39				
pH @ 25°C, 1:2	8.20		Units	

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Analytical Report

Client:	TERRACON CONSULTANTS, INC.	**Date Collected:**	10/23/25
Project ID:	PO# 1257077 - Church Road LSI	**Time Collected:**	10:55
Sample ID:	B-3 : 1-1.5	**Date Received:**	10/23/25
Sample No:	25-9776-003	**Date Reported:**	10/29/25

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total **Method: 2540G 2011**				
Analysis Date: 10/24/25				
Total Solids	86.08		%	
Total Metals **Method: 6010C**		**Preparation Method 3050B**		
Analysis Date: 10/28/25		Preparation Date: 10/27/25		
Cadmium	0.7	0.5	mg/kg	
Chromium	31.6	0.5	mg/kg	
Lead	14.1	0.5	mg/kg	
pH @ 25°C, 1:2 **Method: 9045D**				
Analysis Date: 10/28/25 8:39				
pH @ 25°C, 1:2	8.46		Units	

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Analytical Report

Client:	TERRACON CONSULTANTS, INC.	**Date Collected:**	10/23/25
Project ID:	PO# 1257077 - Church Road LSI	**Time Collected:**	11:05
Sample ID:	B-4 : 1-1.5	**Date Received:**	10/23/25
Sample No:	25-9776-004	**Date Reported:**	10/29/25

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total **Method: 2540G 2011**				
Analysis Date: 10/24/25				
Total Solids	89.30		%	
Total Metals **Method: 6010C**		**Preparation Method 3050B**		
Analysis Date: 10/28/25		Preparation Date: 10/27/25		
Cadmium	< 0.5	0.5	mg/kg	
Chromium	9.5	0.5	mg/kg	
Lead	7.0	0.5	mg/kg	
pH @ 25°C, 1:2 **Method: 9045D**				
Analysis Date: 10/28/25 8:39				
pH @ 25°C, 1:2	8.48		Units	

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Analytical Report

Client: TERRACON CONSULTANTS, INC.
Project ID: PO# 1257077 - Church Road LSI
Sample ID: B-5 : 1-1.5
Sample No: 25-9776-005

Date Collected: 10/23/25
Time Collected: 11:25
Date Received: 10/23/25
Date Reported: 10/29/25

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total **Method: 2540G 2011**				
Analysis Date: 10/24/25				
Total Solids	85.93		%	
Total Metals **Method: 6010C** **Preparation Method 3050B**				
Analysis Date: 10/28/25		Preparation Date: 10/27/25		
Cadmium	0.7	0.5	mg/kg	
Chromium	16.7	0.5	mg/kg	
Lead	11.3	0.5	mg/kg	
pH @ 25°C, 1:2 **Method: 9045D**				
Analysis Date: 10/28/25 8:39				
pH @ 25°C, 1:2	8.48		Units	

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Analytical Report

Client:	TERRACON CONSULTANTS, INC.	**Date Collected:**	10/23/25
Project ID:	PO# 1257077 - Church Road LSI	**Time Collected:**	11:45
Sample ID:	B-6 : 1-1.5	**Date Received:**	10/23/25
Sample No:	25-9776-006	**Date Reported:**	10/29/25

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total **Method: 2540G 2011**				
Analysis Date: 10/24/25				
Total Solids	89.56		%	
Total Metals **Method: 6010C**		**Preparation Method 3050B**		
Analysis Date: 10/28/25		Preparation Date: 10/27/25		
Cadmium	0.6	0.5	mg/kg	
Chromium	16.2	0.5	mg/kg	
Lead	9.8	0.5	mg/kg	
pH @ 25°C, 1:2 **Method: 9045D**				
Analysis Date: 10/28/25 8:39				
pH @ 25°C, 1:2	8.36		Units	

First Environmental Laboratories, Inc.

First Environmental Laboratories
1600 Shore Road, Suite D
Naperville, Illinois 60563
Phone: (630) 778-1200 • Fax: (630) 778-1233
E-mail: firstinfo@firstenv.com • www.firstenv.com
IEPA Certification #100292

CHAIN OF CUSTODY RECORD

Company Name: Terracon
Street Address: 192 Exchange Blvd
City: Glendale Heights State: IL Zip: 60139
Phone: (630) 427-8103 e-mail: Egasca@terracon.com
Send Report To: Eduardo Gasca
Sampled By: N. Fritz

Project I.D.: Church Road LSI
P.O. #: 11257077

Date/Time Taken	Sample Description	Matrix	Parameter(s): Total Cadmium	Total Chromium	Total Lead	pH					Hold – Do Not Analyze	Comments	Lab I.D.
10-23-2025/1030	B-1: 1-1.5	S	X	X	X	X						25	-9776-001
10-23-25/1040	B-2: 1-1.5	S	X	X	X	X							-002
10-23-25/1055	B-3: 1-1.5	S	X	X	X	X							-003
10-23-25/1105	B-4: 1-1.5	S	X	X	X	X							-004
10-23-25/1125	B-5: 1-1.5	S	X	X	X	X							-005
10-23-25/1145	B-6: 1-1.5	S	X	X	X	X							-006

FOR LAB USE ONLY:
Cooler Temperature: 0.1-6°C Yes✓ No__ 4.0 °C
Received within 6 hrs. of collection: ✓
Ice Present: Yes✓ No__

LAB COURIER USE ONLY:
Sample Refrigerated: Yes__ No__
Refrigerator Temperature:_____°C

Program: ☐ TACO/SRP ☐ CCDD ☐ NPDES ☐ LUST ☐ SDWA

***Matrix Code Key:** **S**-Soil **SL**-Sludge **DW**-Drinking Water **WW**-Wastewater **GW**-Groundwater **WIPE**-Wipe **O**-Other

Notes and Special Instructions:

Relinquished By: [signature] Date/Time 10-23-25/1310 Received By: [signature] Date/Time 10/23/25 1310
Relinquished By: _____ Date/Time _____ Received By: _____ Date/Time _____

Rev. 6/19

First Environmental Laboratories, Inc

IL ELAP / NELAC Certification # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • FirstEnv.com

November 19, 2025

Mr. Eduardo Gasca
TERRACON CONSULTANTS, INC.
192 Exchange Blvd
Glendale Heights, IL 60139

Project ID: PO# 1257077 - Church Road LSI
First Environmental File ID: 25-10373
Date Received: October 23, 2025

Dear Mr. Eduardo Gasca:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922025-14: effective 01/16/25 through 02/28/2026.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Ryan Gerrick
Project Manager

First
Environmental
Laboratories, Inc

IL ELAP / NELAC Certification # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • FirstEnv.com

Case Narrative

TERRACON CONSULTANTS, INC.

Lab File ID: **25-10373**

Project ID: **PO# 1257077 - Church Road LSI**

Date Received: **October 23, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
25-10373-001	B-3 : 1-1.5	10/23/2025 10:55

Sample Batch Comments:

Sample acceptance criteria were met.

First Environmental Laboratories, Inc

IL ELAP / NELAC Certification # 100292

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Case Narrative

TERRACON CONSULTANTS, INC.

Lab File ID: **25-10373**

Project ID: **PO# 1257077 - Church Road LSI**

Date Received: **October 23, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.

First Environmental Laboratories, Inc

IL ELAP / NELAC Certification # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • FirstEnv.com

Analytical Report

Client:	TERRACON CONSULTANTS, INC.	**Date Collected:**	10/23/25
Project ID:	PO# 1257077 - Church Road LSI	**Time Collected:**	10:55
Sample ID:	B-3 : 1-1.5	**Date Received:**	10/23/25
Sample No:	25-10373-001	**Date Reported:**	11/19/25

Analyte		Result	R.L.	Units	Flags
SPLP Extraction	**Method: 1312**				
Analysis Date: 11/17/25					
SPLP Metals Extraction		Complete			
SPLP Metals Method 1312	**Method: 6010C**	**Preparation Method 3010A**			
Analysis Date: 11/19/25		Preparation Date: 11/18/25			
Chromium		0.006	0.005	mg/L	

CHAIN OF CUSTODY RECORD

Page 1 of 1 pgs

First Environmental Laboratories, Inc.

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Naperville, Illinois 60563
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Company Name: Terracon
Street Address: 192 Exchange Blvd
City: Glendale Heights State: IL Zip: 60139
Phone: (630) 427-8103 e-mail: Egasca@terracon.com
Send Report To: Eduardo Gasca
Sampled By: N. Foltz

Project I.D.: Church Road LSI
P.O. #: 112570 77

Date/Time Taken	Sample Description	Matrix	Total Cadmium	Total Chromium	Total Lead	pH	SPLP Cr & Pb 11/11	Hold – Do Not Analyze	Comments	Lab I.D.
10-23-2025/1030	B-1: 1-1.5	S	X	X	X	X			25	-97726-001
10-23-25/1040	B-2: 1-1.5	S	X	X	X	X				-002
10-23-25/1055	B-3: 1-1.5	S	X	X	X	X	(X)		25-10373-001	-003
10-23-25/1105	B-4: 1-1.5	S	X	X	X	X				-004
10-23-25/1125	B-5: 1-1.5	S	X	X	X	X				-005
10-23-25/1145	B-6: 1-1.5	S	X	X	X	X				-006

FOR LAB USE ONLY:
Cooler Temperature: 0.1-6°C Yes ✓ No 4.4 °C
Received within 6 hrs. of collection: ✓
Ice Present: Yes ✓ No

LAB COURIER USE ONLY:
Sample Refrigerated: Yes__ No__
Refrigerator Temperature:_____°C

Program: ☐ TACO/SRP ☐ CCDD ☐ NPDES ☐ LUST ☐ SDWA

***Matrix Code Key:** **S**-Soil **SL**-Sludge **DW**-Drinking Water **WW**-Wastewater **GW**-Groundwater **WIPE**-Wipe **O**-Other

Notes and Special Instructions:

Relinquished By: [signature] Date/Time 10-23-25/1310 Received By: [signature] Date/Time 10/23/25 1310
Relinquished By: _____ Date/Time _____ Received By: _____ Date/Time _____

Rev. 6/19

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

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precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

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effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

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(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

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to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

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Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

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statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

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Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

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license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

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such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

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of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

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may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

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resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

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directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

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Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

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3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

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the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

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c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

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B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

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by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

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Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

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bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

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to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

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as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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City of Aurora, IL
Purchasing
Jolene Coulter, Director of Purchasing
44 E Downer Place, Aurora, IL 60502
(630) 256-3540

ADDENDA REPORT

ITB No. 25-221

Church Road Elevated Water Storage Tank Rehabilitation

RESPONSE DEADLINE: January 21, 2026 at 11:00 am

Thursday, January 22, 2026

Addenda Issued:

Addendum #1

Jan 5, 2026 11:17 AM

Please use the See What Changed link to view all the changes made by this addendum.

Pricing Table has been adjusted per Q&A.

Addendum #2

Jan 14, 2026 3:28 PM

Photos requested via site visit are provided below.

Attachments:

· TIC Report 10-13-2020 Photos

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Era-Valdivia Contractors, Inc.	X	Jan 14, 2026 3:49 PM	Greg Bairaktaris
Neumann Co Contractors	X	Jan 20, 2026 9:52 AM	Carter Spoelstra
Dynamic Industrial Services Inc.	X	Jan 21, 2026 9:31 AM	Dede Bairaktaris

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Era-Valdivia Contractors, Inc.	X	Jan 14, 2026 3:49 PM	Greg Bairaktaris
Neumann Co Contractors	X	Jan 20, 2026 9:52 AM	Carter Spoelstra
Dynamic Industrial Services Inc.	X	Jan 21, 2026 9:31 AM	Dede Bairaktaris

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

Amend the definition of Bid contained in paragraph 1.01.A.4 of the General Conditions to read as follows:

The terms "Bid" and "Proposal" as used herein are interchangeable.

Modify the definition of Specifications contained in paragraph 1.01.A.39 of the General Conditions to read as follows:

Specifications – The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work in Divisions 1 through 16 of the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

Delete paragraph 2.01 B. of the General Provisions in its entirety and insert the following in

its place:

2.01B. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Article 6 of the General Conditions and in accordance with Supplementary Conditions listed in Article 6 of this document.

ARTICLE 3 – DOCUMENTS; INTENT, REQUIREMENTS, REUSE

SC-3.03 Resolving Discrepancies

Add a new paragraph 3.03.B.1.c immediately following paragraph 3.03.B.1.b of the General Conditions which is to read as follows:

3.03.B.1.c. In the event that any of the provisions contained in the General Conditions, Supplementary Conditions, Specifications (Divisions 1 thru 16) or Drawings conflict, it is understood and agreed by both parties hereto that instructions or information on the drawings shall prevail.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.05 Adjustment of Contract Time

Delete the words "abnormal weather conditions" from paragraph 4.05.C.2 of the General Conditions.

SC-4.05 Liquidated Damages

Add a new paragraph immediately following paragraph 4.05.G of the General Conditions which is to read as follows:

4.05.H It is understood and agreed that TIME is of the essence on this Contract, and that a failure on the part of the Contractor to complete the work under this Contract within the time specified will result in loss and damage to the Owner; and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof. It is, therefore, covenanted and agreed that in case the Contractor shall fail or neglect to complete the work herein specified on or before the date herein fixed for completion, together with any extensions of time which may be granted under paragraph 11.05 of the General Conditions, the said Contractor shall and will pay to the Owner for each and every calendar day the Contractor shall be in default in the time of completion of this contract the sum set below:

ORIGINAL CONTRACT AMOUNT ($)		
From More Than	To and Including	Amount of Liquidated Damages per Calendar Day
$ 0	$ 100,000	$ 475
100,00	500,000	750
500,000	1,000,000	1,025
1,000,000	3,000,000	1,275
3,000,000	6,000,000	1,425
6,000,000	12,000,000	2,300
12,000,000	And over	5,800

In fixing the damages as set forth herein, the desire is to establish a certain mode of calculation for the work since the Owner's actual loss, in the event of delay, cannot be predetermined, it would be difficult to ascertain, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Owner's actual loss and fairly takes into account the loss of use of the facilities if the project is delayed in completion.

The sum specified in the General Requirements of the Specifications is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the Owner will suffer by reason of such defaults, and not by way of a penalty.

In case the Contractor does not complete the work covered by this Agreement on or before the time specified herein for the completion of the said work, together with any extensions of time which may be granted under paragraph 4.05 of the General Conditions, the Engineer shall determine the number of days the Contractor is in default, and the decision of the Engineer shall be final and binding upon both parties hereto. It is further agreed that if the Owner shall accept any work or make any payments under this Contract after any such default, such acceptance, payment or payments shall not in any respect constitute a waiver or modification of any of the provisions hereof, and particularly the provisions in regard to LIQUIDATED DAMAGES for delays.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions

SC-5.03 **Add the following new paragraphs immediately after Paragraph 5.03 D.**

E. The following reports of the storage tank conditions are known to the Owner, none of the contents of the report, or explorations and tests in the report is Technical Data on whose accuracy the Contractor may rely. A copy of the report is available for review at the office of the Engineer.

1. Report dated October 13, 2020, prepared by Tank Industry Consultants, Inc., titled: Update Evaluation of the 1,500,000 Gallon Steel Elevated Water Tank – “Church Road Water Tower”, consisting of 19 pages and 123 associated photos.

SC-5.05 Underground Facilities

Delete paragraph 5.05 of the General Conditions in its entirety and insert the following in its place:

5.05 UNDERGROUND FACILITIES - When the drawings or other Contract Documents include information pertaining to the location, size, material, description or type of underground utility facilities, such information is only included for the convenience of the Bidder. The OWNER or ENGINEER assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information shown on the plans relative to the location, size, material, description or type of underground utility facilities.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown on the plans, the Contractor, for the purpose of preparing a bid, shall assume that every property parcel will be served by a service connection for each type of utility.

It shall be the Contractor's responsibility to determine the actual location of all existing underground facilities, including service connections to underground utilities. Prior to construction, the Contractor shall notify the utility company of his operational plans and shall obtain from the respective utility companies detailed information and assistance relative to the location of their facilities and the working schedule of the utility companies for removal or adjustment where removal or adjustment is required. In the event an unexpected utility interference is encountered during construction, the Contractor shall immediately notify the utility company of jurisdiction. The Engineer shall also be immediately notified. Any such mains and services disturbed by the Contractor's operations shall be restored to service at once. The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the owner of the utility. Where protection is required to ensure support of utilities, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 **Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

A. Paint samples were taken on the interior wet, dry, and exterior of the tank. These results can be found in Appendix 2. Tests were completed on the soil surrounding the tank. The Soil Report can be found in Appendix 8.

B. Not Used.

SC-5.07 Difficulties Encountered

Add a new paragraph 5.07 immediately following paragraph 5.06.K of the General Conditions which is to read as follows:

5.07 All bidders for the work under this Contract are required before submitting all proposals, to examine the site of the work and adjacent premises, and the various means of approach to the site, and to make all necessary investigations in order to inform themselves thoroughly as to the character and magnitude of all work involved in the complete execution of this contract, and as to the facilities for delivering, handling and installing the construction equipment and the conditions and difficulties that will be encountered in the performance of the work specified herein. No pleas of ignorance of conditions that exist or that may hereafter exist, or of difficulties that will be encountered in the execution of the work hereunder as a result of failure to make necessary examinations and investigations, will be accepted as a sufficient excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of this contract, or will be accepted as a basis for any claim whatsoever for extra compensation.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Certificate of Insurance (Re: GC 6.02 A)

Add a new sentence at the end of paragraph 6.02 A of the General Conditions which is to read as follows:

6.02 A Certificates of Insurance (2) to be delivered to the Owner shall be in the form as

provided in the samples at the end of this Section: Contractor's Liability – CERTIFICATE OF INSURANCE EXAMPLE #1 and Owner's & Contractor's Protective Liability – CERTIFICATE OF INSURANCE EXAMPLE #2.

6.03 Contractor's Liability Insurance

SC 6.03 **Add the following new paragraph immediately after Paragraph 6.03. C:**

D. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A of the General Conditions:

State:	Statutory
Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	$ 500,000
Bodily Injury, each employee	$ 500,000
Bodily Injury by Disease, each employee	$ 500,000

2. Contractor's Commercial General Liability under Paragraphs 6.03 A of the General Conditions:

General Aggregate	$ 2,000,000
Products - Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
Damage to Rented Premises (each occurrence)	$ 50,000
Medical Expenses	$ 5,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of $ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence $ 5,000,000

General Aggregate $ 5,000,000

5. Contractor's Pollution Liability:

Each Occurrence $ 5,000,000

General Aggregate $ 5,000,000

☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: N/A

7. Contractor's Professional Liability:

Each Claim $ N/A

Annual Aggregate $ N/A

8. Builder's Risk:

Each Occurrence $ _____

General Aggregate $ _____

☒ If box is checked, Contractor is not required to provide Builder's Risk insurance under this Contract

SC-6.03 E Contractor's Liability Insurance

Add a new paragraph 6.03 E immediately following paragraph 6.03 D of the General Conditions which is to read as follows:

6.03 E. RESPONSIBILITY FOR DAMAGE CLAIMS

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

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

The Contractor agrees to purchase a policy of insurance, which shall include the City of Aurora and Engineering Enterprises, Inc. as primary, non-contributory additional insureds and provide separate coverage for the Owner and Engineer with an owner's protective policy. All insurance provided by Contractor, extending to owner and engineer as additional insurance, shall be primary and insurance maintained by owner shall be excess and not contributing with Contractor's insurance.

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

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

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Aurora and Engineering Enterprises, Inc. at least thirty (30) days prior to non-renewal, reduction or cancellation. The Contractor shall cease operations on the project if the insurance is cancelled 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.

SC-6.03 D Workers Compensation Act

Add a new paragraph 6.03 D immediately following paragraph 6.03 C of the General Conditions which is to read as follows:

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.

SC-6.02 G Owner's Liability Insurance

Delete paragraph 6.02 G of the General Conditions in its entirety and insert the following in its place:

G. The CONTRACTOR shall purchase and maintain, at his expense, a separate Owners' Protective Liability Policy naming both the OWNER and the ENGINEER as the insured. Said insurance shall afford the OWNER and the ENGINEER the same protection and in the same amounts as required for the Contractor's Comprehensive General Liability policy and shall protect the OWNER and the ENGINEER from all claims for bodily injury and property damage arising from work performed by the Contractor including employees of the Contractor and Subcontractor.

SC-6.04 A Builder's Risk and Other Property Insurance

Delete paragraph 6.04 A of the General Conditions in its entirety and insert the following in its place:

6.04 A Unless otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by law). This insurance shall include the interest of OWNER, CONTRACTOR and Subcontractors in the work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided, CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to OWNER.

SC-6.04 B **Delete Paragraph 6.04 B of the General Conditions in its entirety.**

SC-6.04 C **Delete Paragraph 6.04 C of the General Conditions in its entirety.**

SC-6.05 Property Losses; Subrogation

Delete Paragraph 6.05 of the General Conditions in its entirety and replace it with the following:

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.07 Concerning Subcontractors and Suppliers

Supplement paragraph 7.07 L by adding the following:

Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment. Owner reserves the right to directly pay subcontractors, suppliers, or other persons or organizations identified in Contractor's sworn statement.

SC-7.07 Subcontracts

Delete paragraph 7.07 K. of the General Conditions in its entirety and insert the following in its place:

7.07 K. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 6.05 (as amended by these Supplementary Conditions). CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraph 6.04.

SC-7.08 Patent Fees and Royalties

Delete Paragraph 7.08 B in its entirety.

SC-7.13 Safety and Protection

Delete paragraph 7.13 G. of the General Conditions in its entirety and insert the following in its place:

Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at a construction/project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by OSHA or any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite and worker safety. The Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's subconsultants. The Owner and the Engineer shall be made additional insureds under the General Contractor's policies of general liability insurance.

SC-7.18 Indemnification

Amend Paragraph 7.18 A as follows:

To the fullest extent permitted by Laws and Regulations, Contractor shall waive any right of contribution and indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any wrongful or negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 **Add the following new paragraphs immediately after Paragraph 10.03.A:**

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative

or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list

of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

SC-10.03 **Revise Paragraph 10.03 B. to 10.03 D.**

SC-10.08 *Compliance with Safety Program*

Add the following language to the end of item 10.08 A:

Engineer's compliance with Contractor's and Owner's safety programs shall not interfere with allowing Engineer reasonable access to site.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 *Costs of the Work*

Delete Paragraph 13.01 B. 5. f in its entirety.

SC-13.03 *Unit Price Work*

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.05 Uncovering Work

Amend Paragraph 14.05 C 2 as follows:

If the uncovered Work is not found to be defective, Contractor may be allowed a reasonable increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Applications for Payments

Delete paragraph 15.01.B.4 in its entirety and insert the following in its place:

From the amounts determined to have been earned by the CONTRACTOR, there shall be deducted ten percent (10%) to be retained for the duration of the project until final payment.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Final Resolution of Disputes

Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Dispute Resolution

A. Either Owner or Contractor may request resolution of any Claim submitted to the Engineer for a decision under Paragraph 12.01 before such decision becomes final based on the following sequence:

1. The Owner and Contractor agree to attempt resolution of dispute through direct negotiations.

2. If such negotiations are not fully successful, the Owner and Contractor agree to request formal nonbinding mediation to be conducted in accordance with rules and procedures governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the

American Arbitration Association and the other party to the Contract. The cost for mediation shall be paid equally between Owner and Contractor. Timely submission of the request shall stay the effect of Paragraph 12.01.B. The process shall be concluded within 30 days of filing of the request. The date of termination of the mediation shall be determined by the application of the mediation rules referenced above.

3. If the dispute remains unresolved after the above steps, the Owner and Contractor reserve the right to proceed to civil litigation in the court of jurisdiction where the project is located.

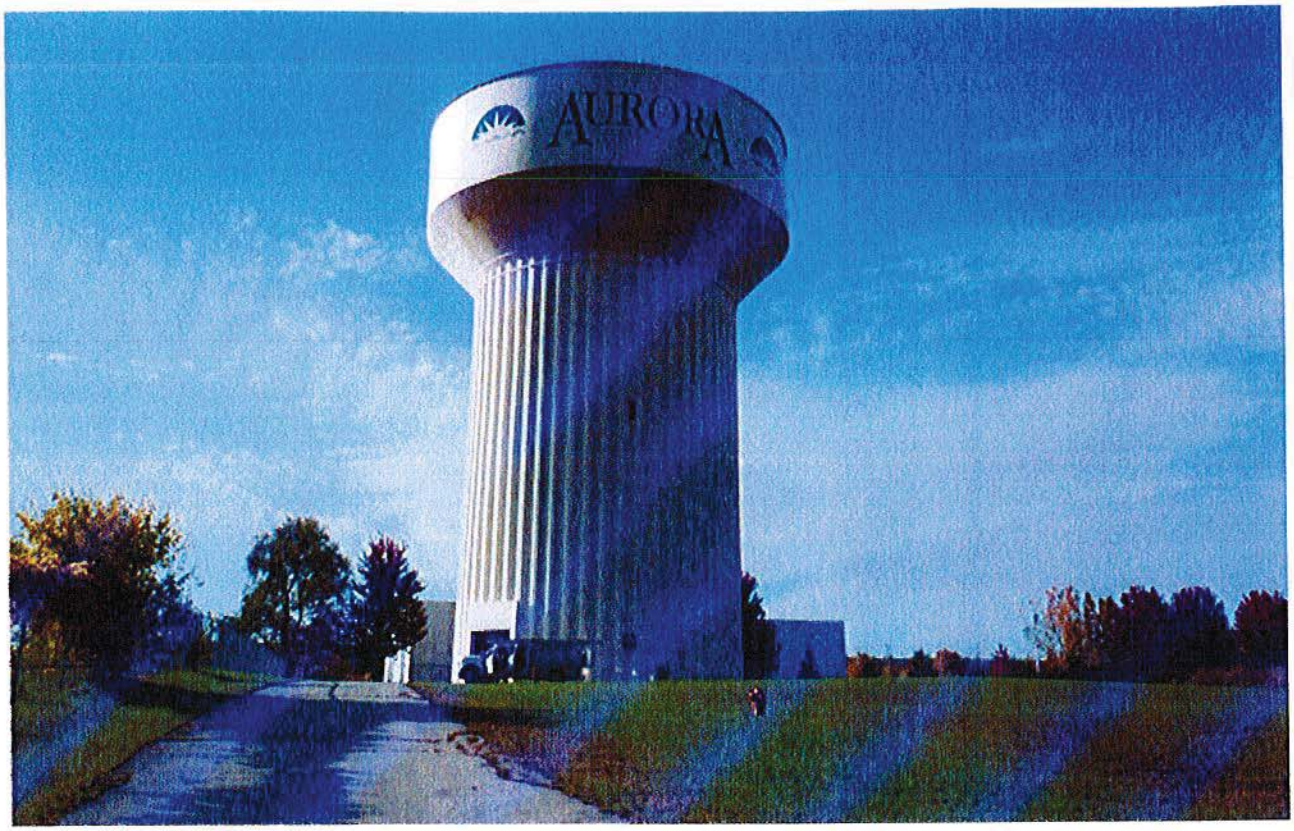
ARTICLE 18 – MISCELLANEOUS

SC-18.07 Controlling Law

Add the following to paragraph 18.07 A:

Venue for any claim relating to the Work or this Agreement shall be proper in the Circuit Court of Kane County, Illinois or any federal district court located in the State of Illinois.

END OF DOCUMENT



1. Tank and site.



2. Surrounding area.



3. Surrounding area.



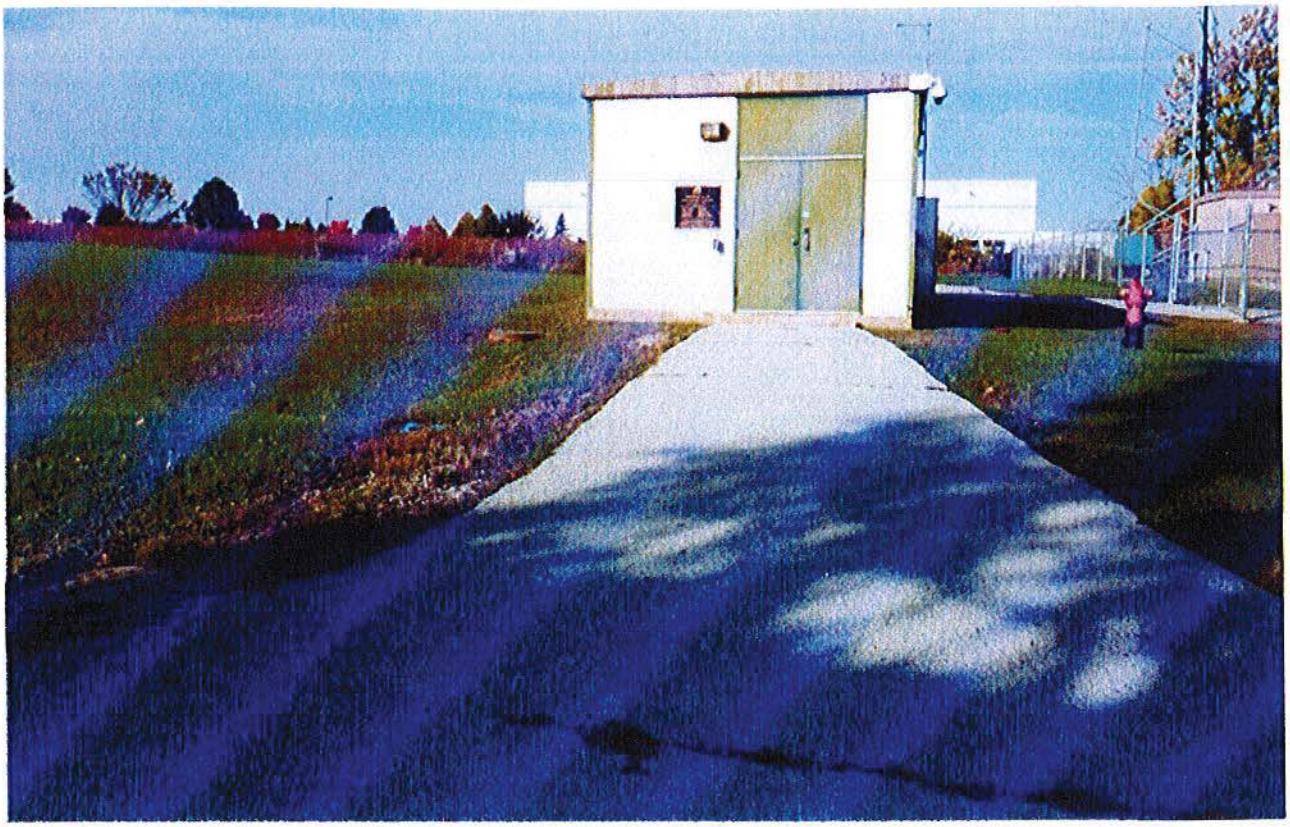
4. Surrounding area.



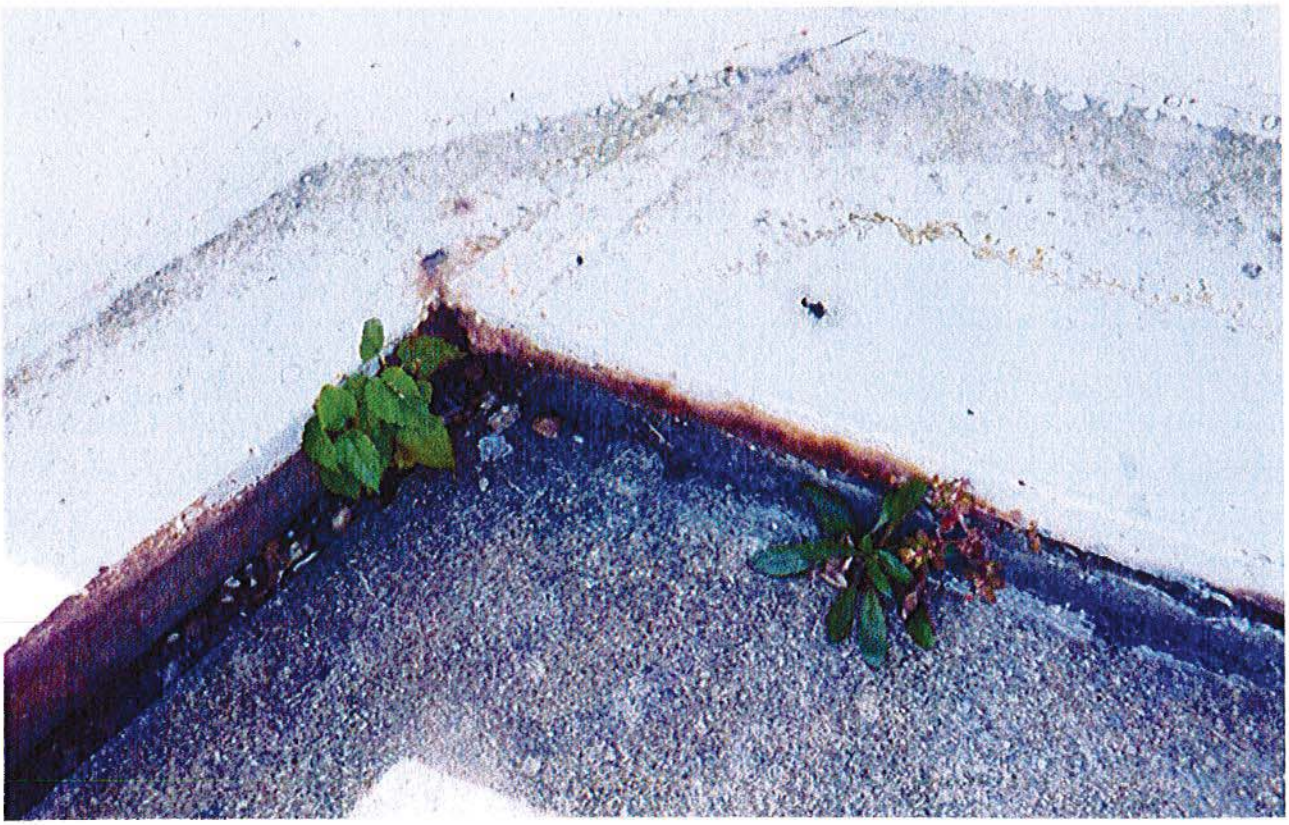
5. Surrounding area.



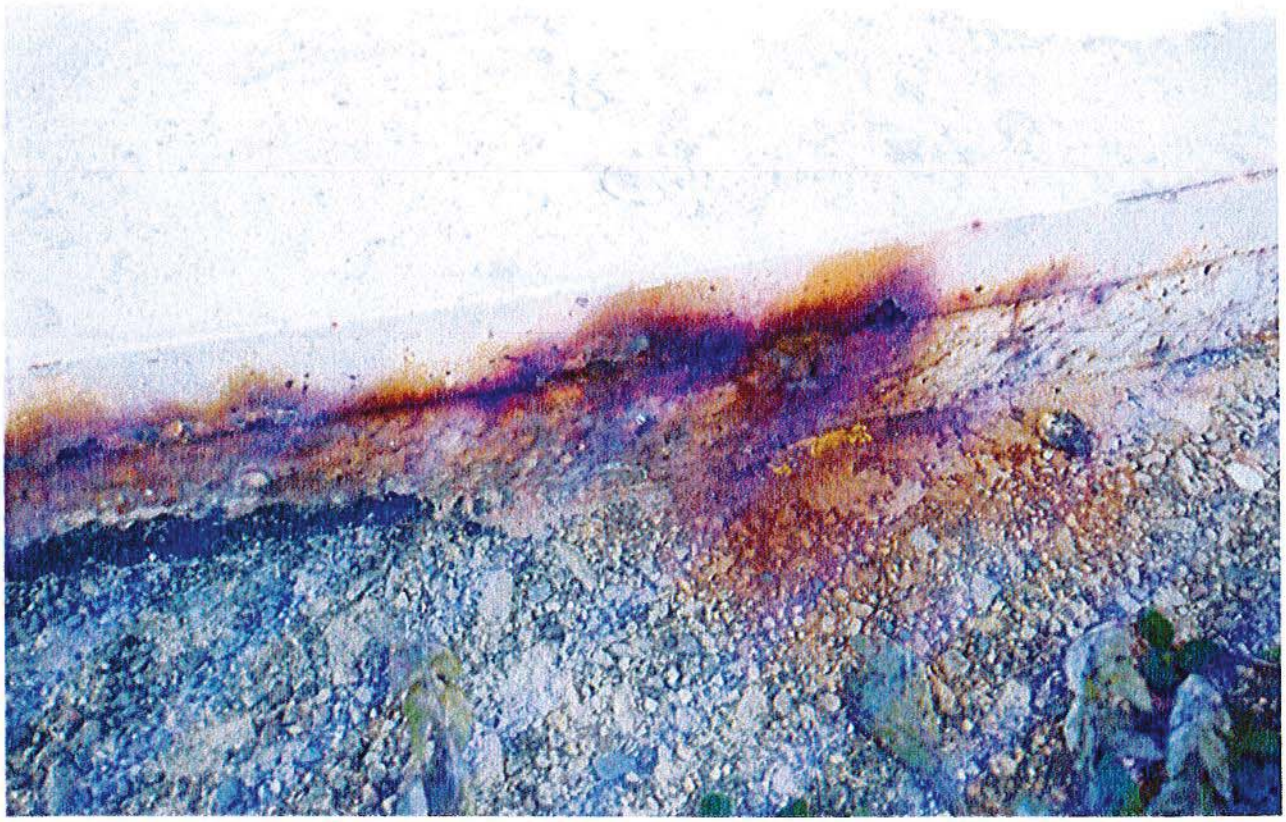
6. Vegetation and tree growing on site fence.



7. Pump house on site. Note camera on building and hydrant on site.



8. Base plate and grout at asphalt pavement. Note vegetation growing between tank and pavement.



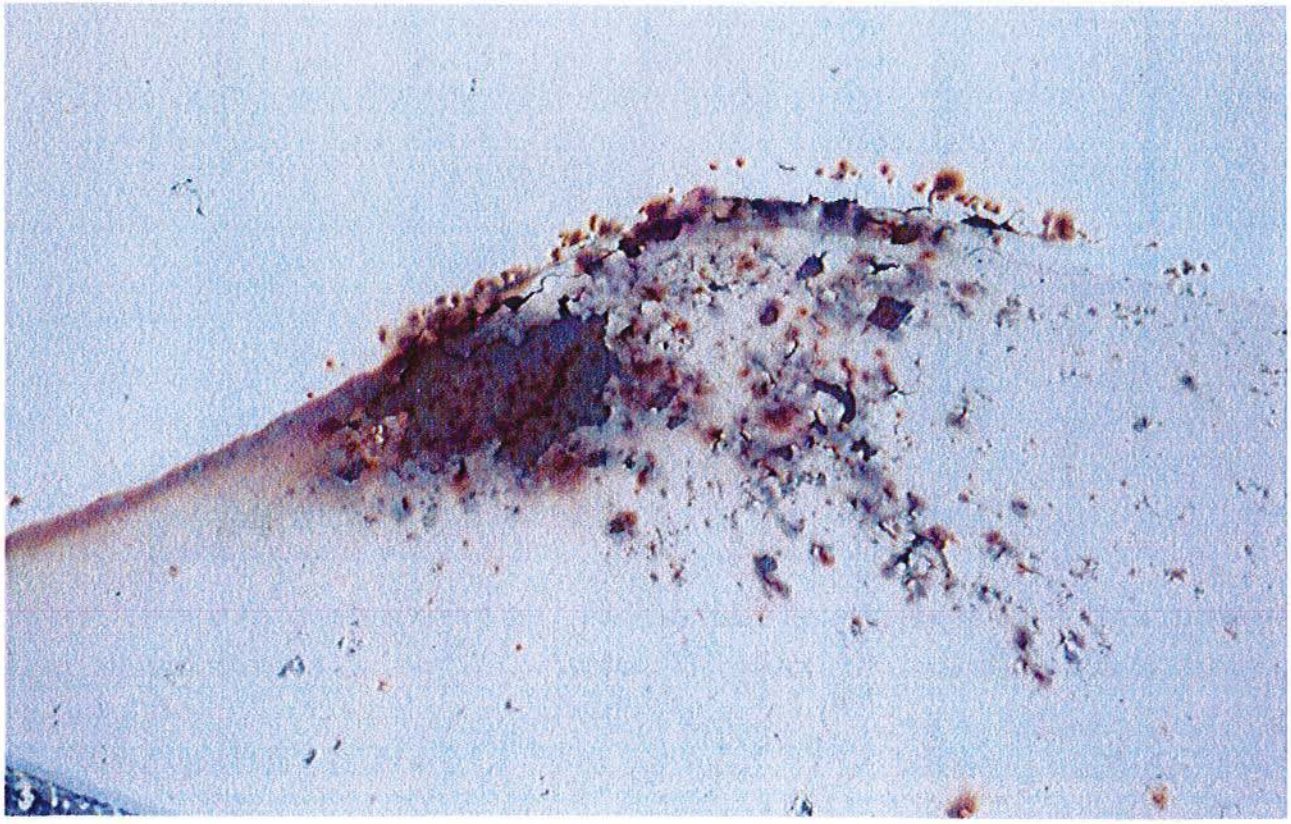
9. Base plate, grout, and foundation. Note coating failure and corrosion.



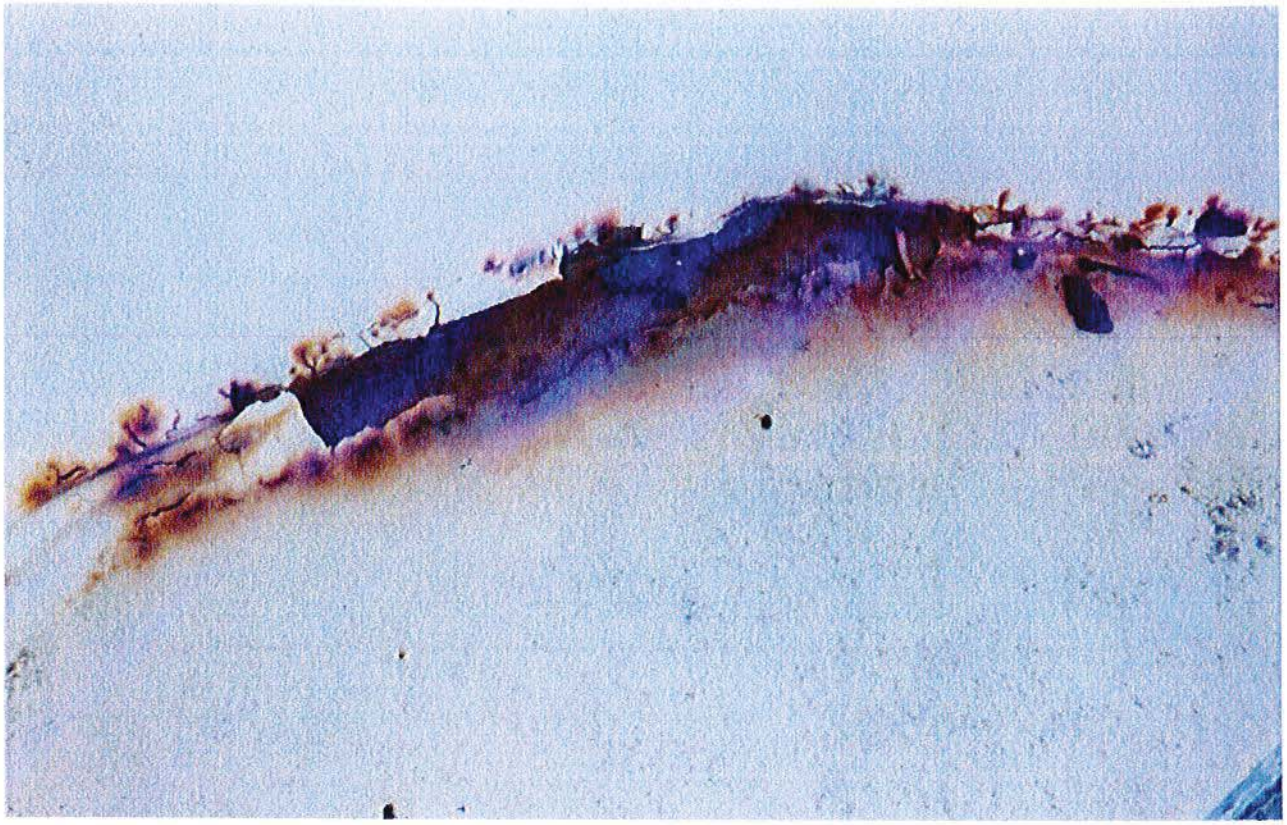
10. Base plate, grout, and foundation. Note missing grout.



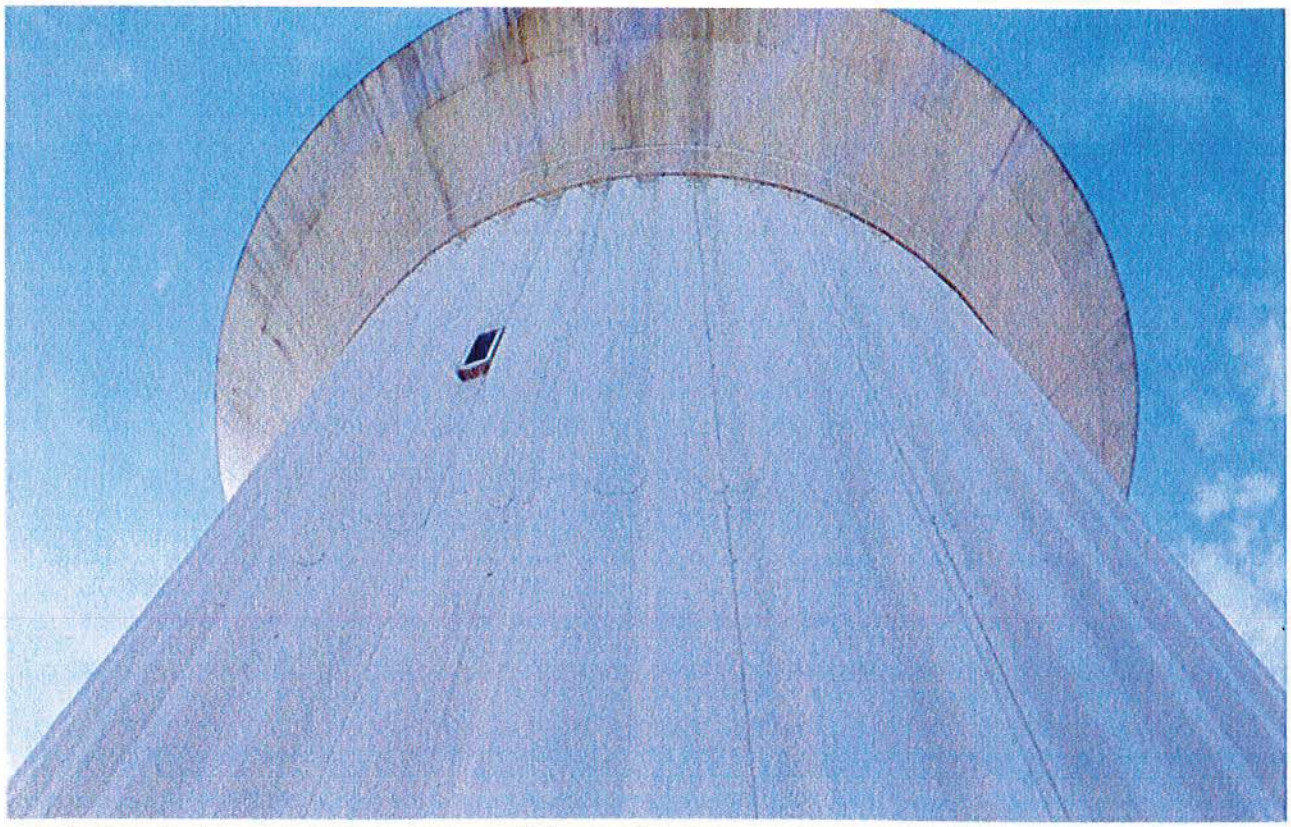
11. Base plate, grout, and foundation. Note crack in foundation.



12. Base plate, grout, and foundation. Note coating failure and corrosion on base plate.



13. Base plate and pedestal. Note coating failure and corrosion.



14. Pedestal with vent and bowl. Note mildew on bowl.



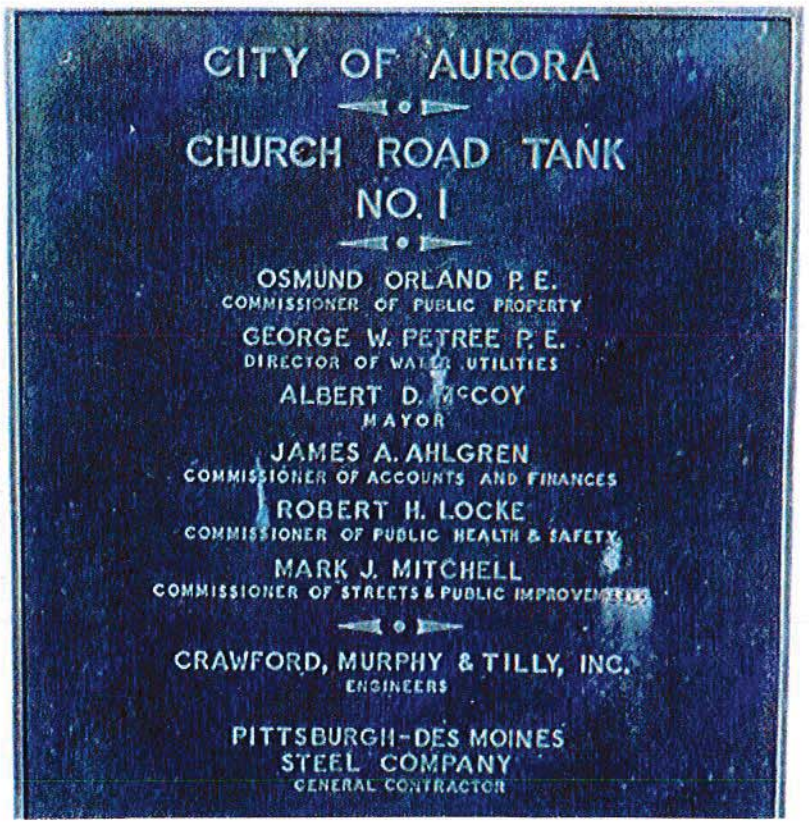
15. Personnel access door in pedestal with light above door.



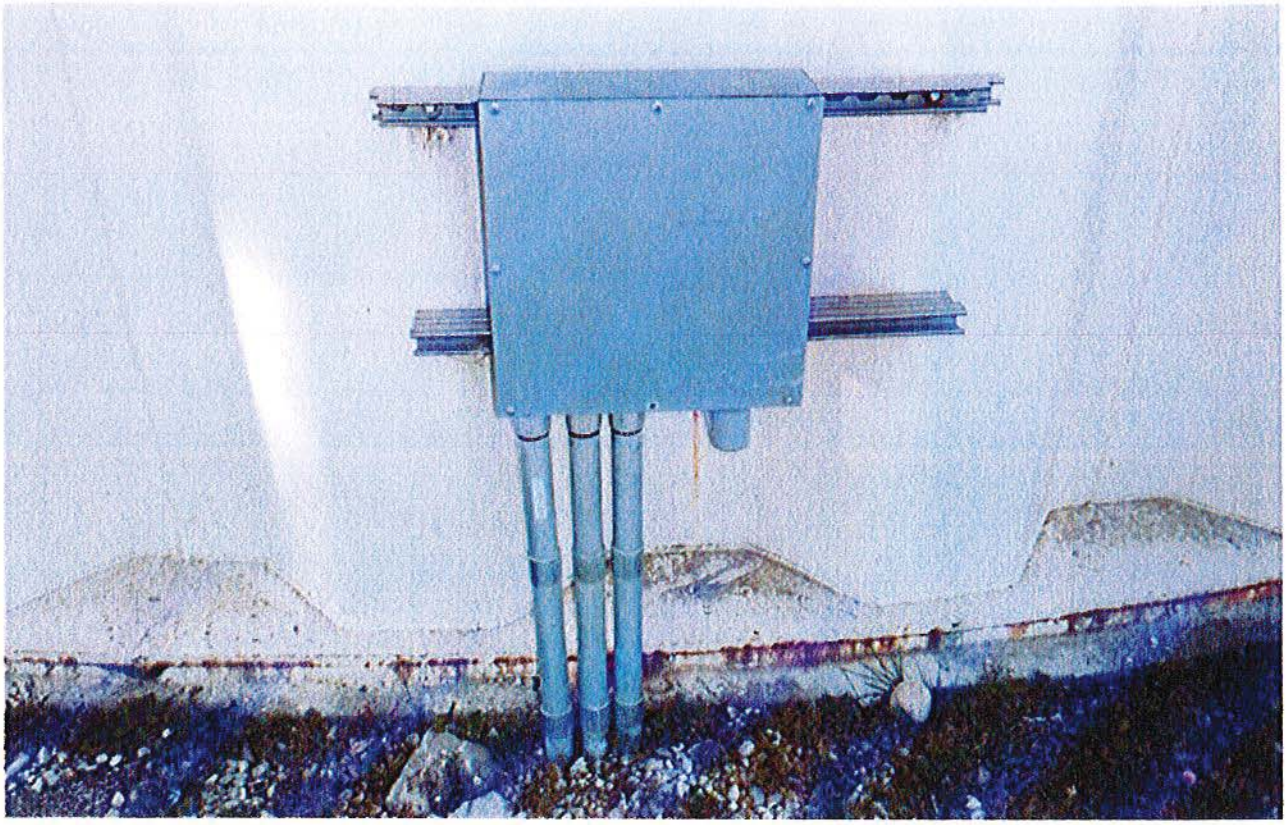
16. Corrosion and metal loss at pedestal door frame.



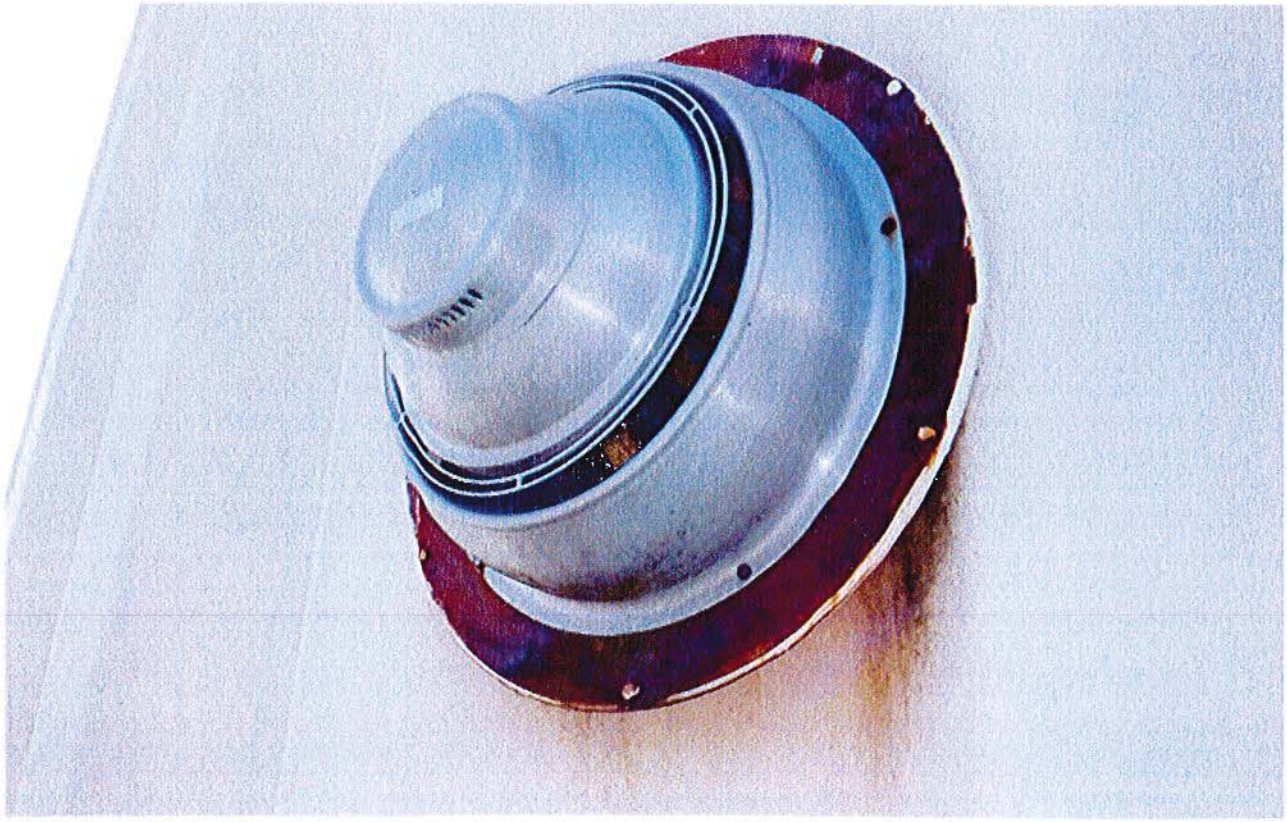
17. Overhead door in pedestal.



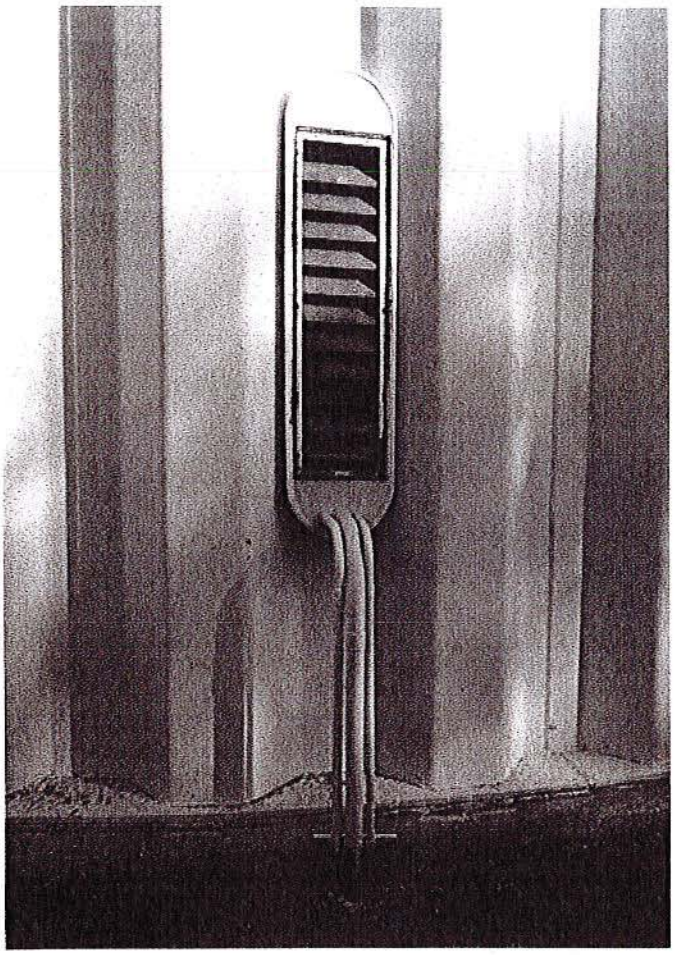
18. Tank dedication plaque.



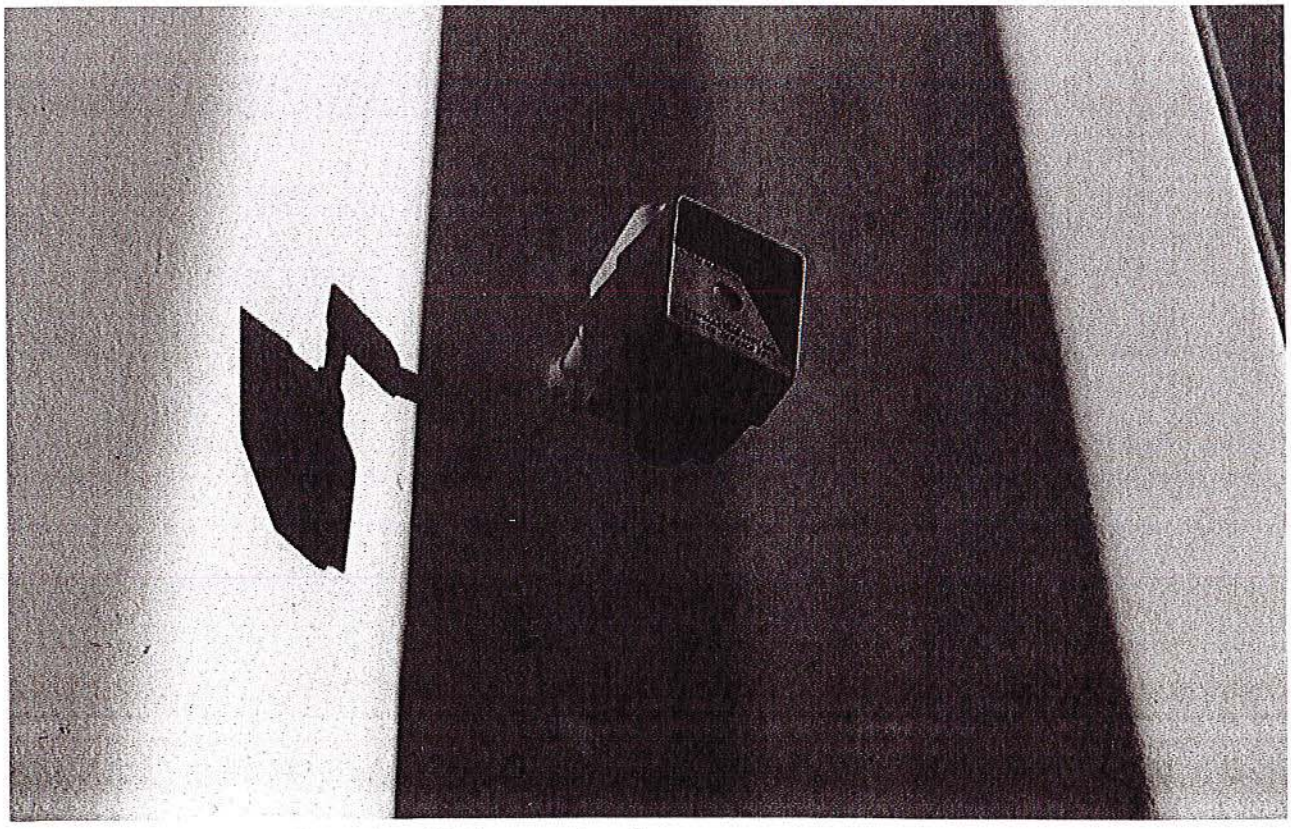
19. Electrical cabinet bolted to pedestal with Unistrut brackets.



20. Vent equipped with fan on pedestal.



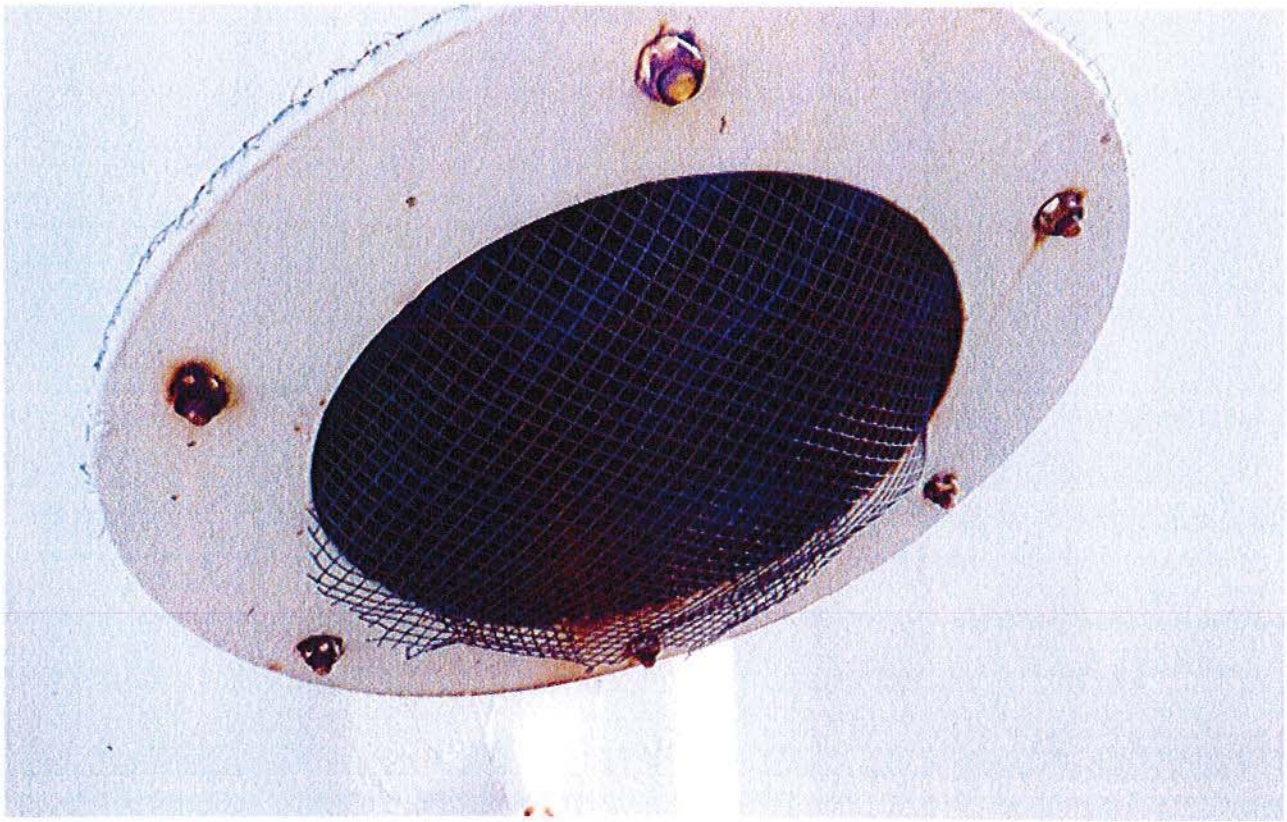
21. Louvered vent in pedestal.



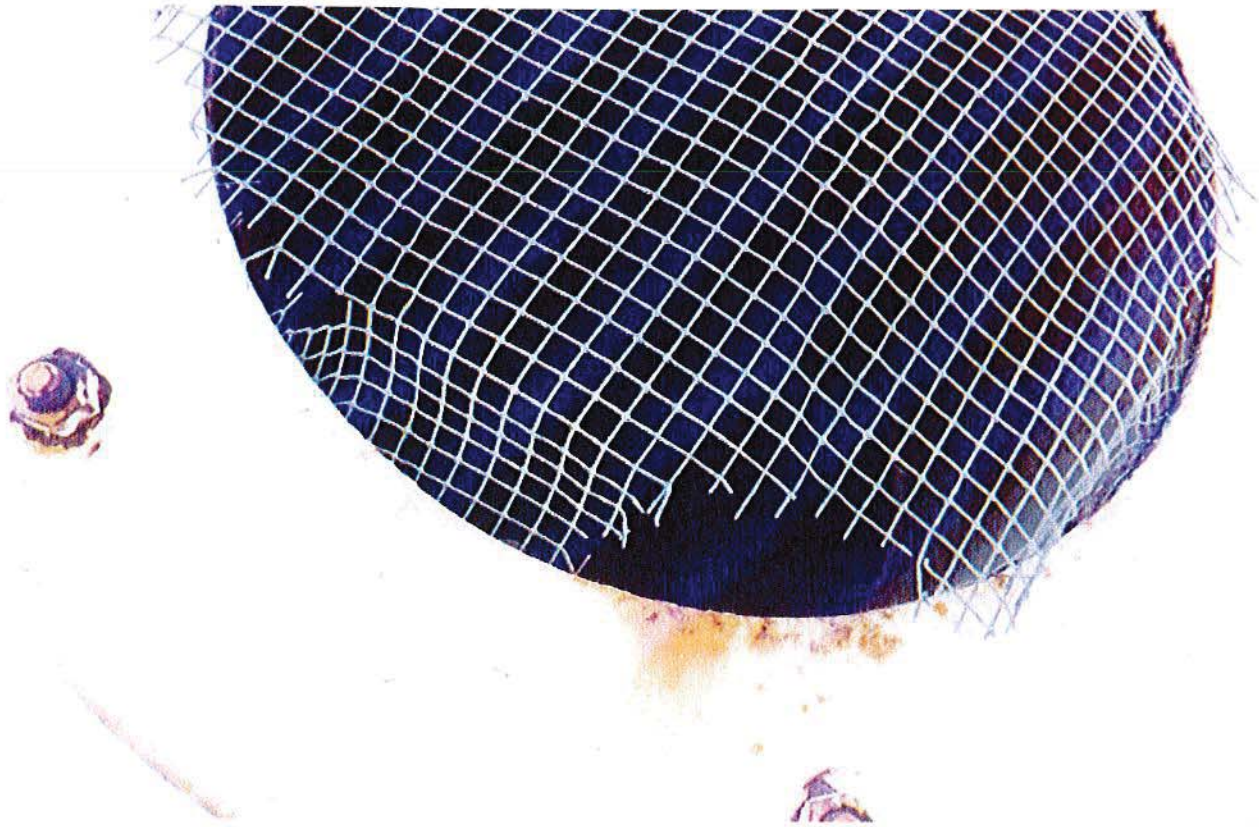
22. Photoelectric cell for pedestal light on pedestal.



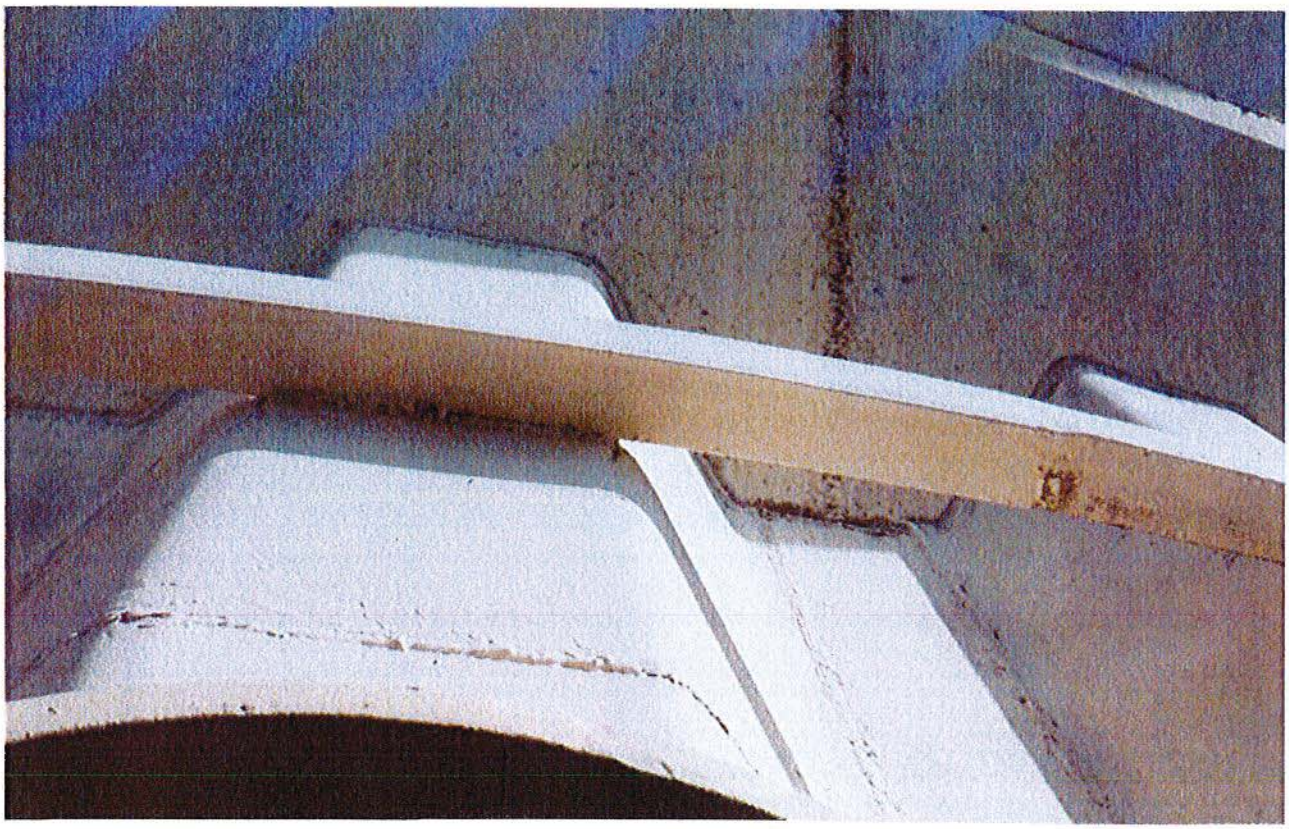
23. Overflow pipe and two additional pipe penetrations.



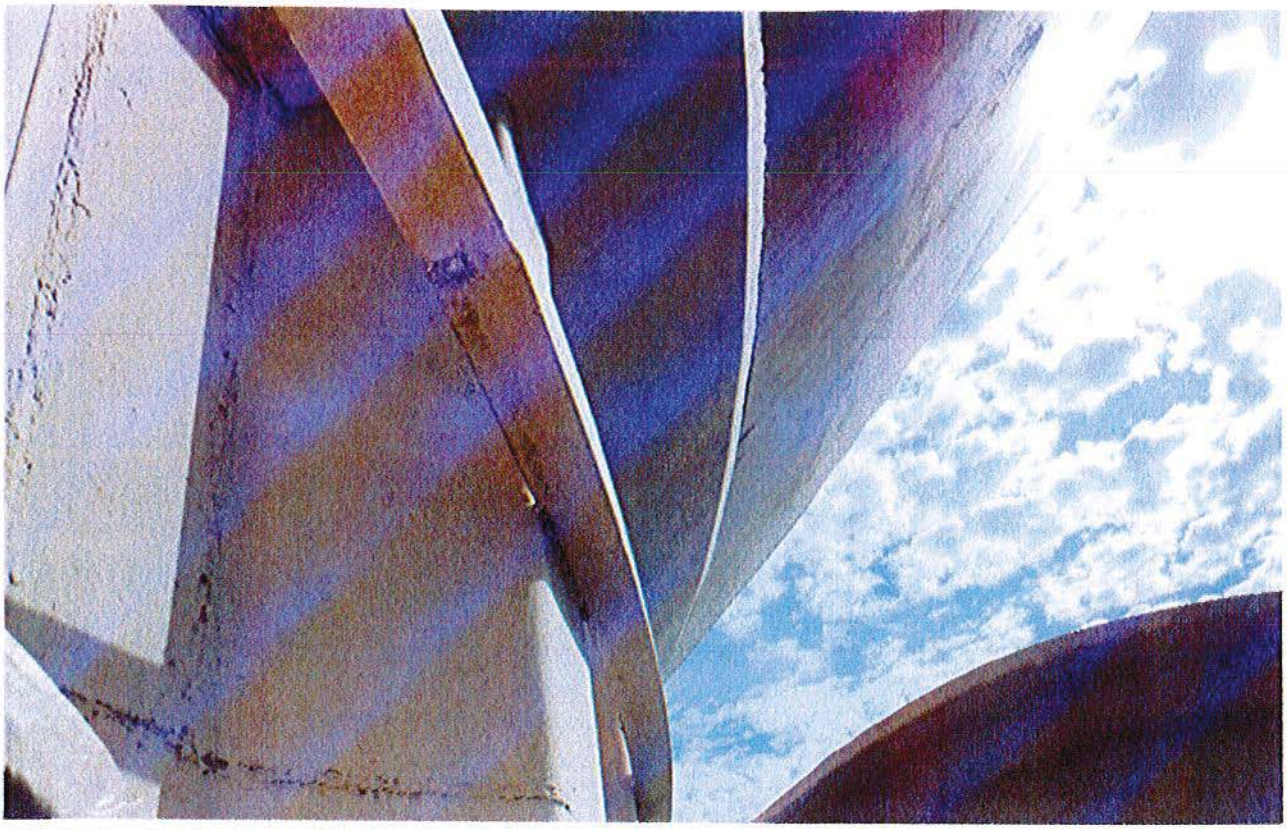
24. Overflow pipe discharge end screening.



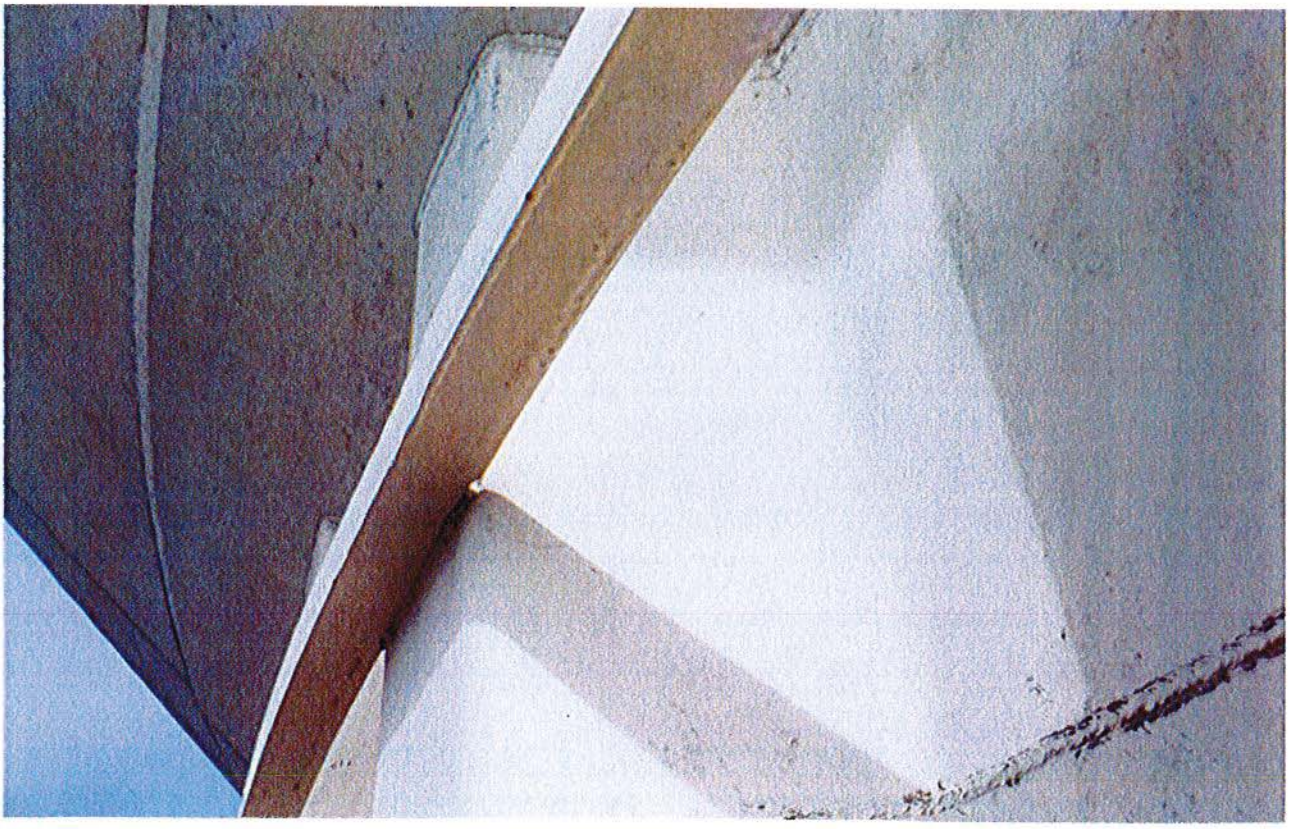
25. Hole in overflow pipe screening.



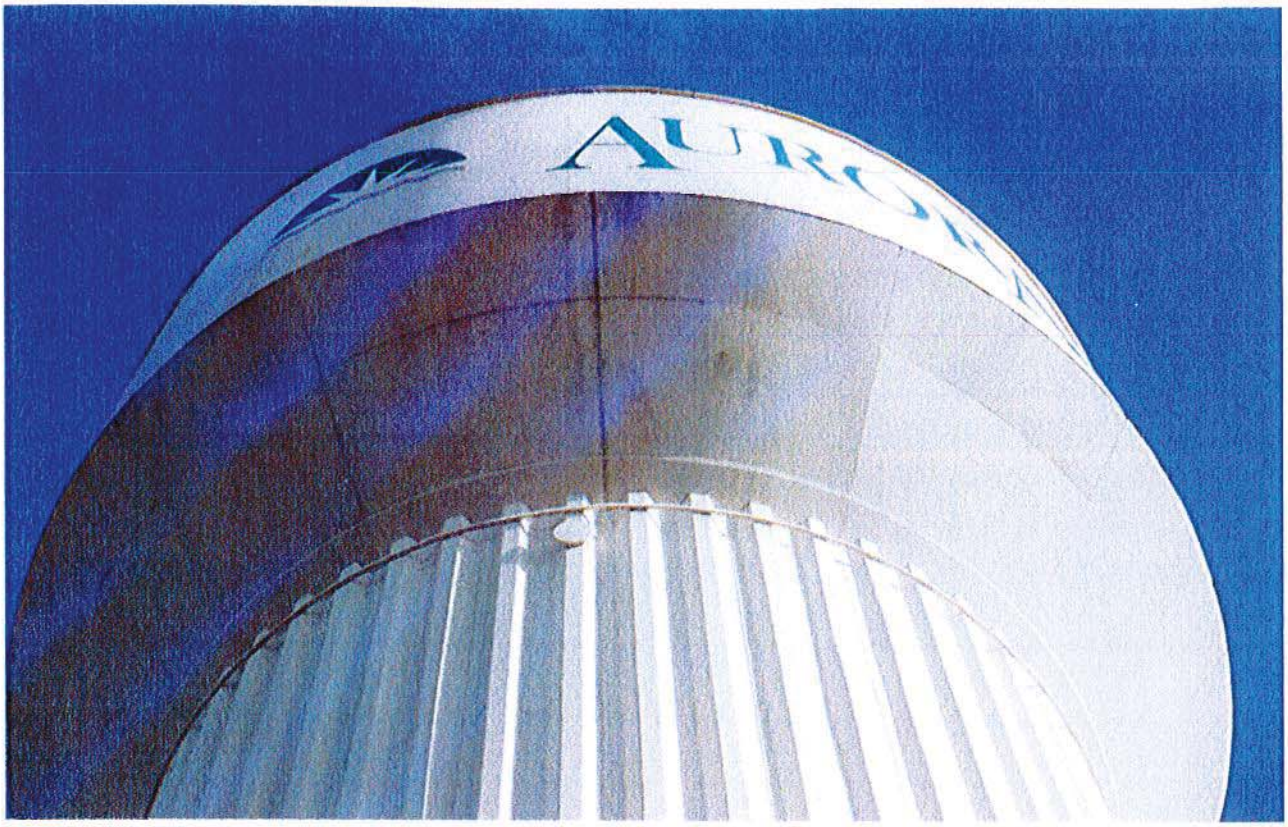
26. Painter's ring on pedestal.



27. Painter's ring on pedestal.



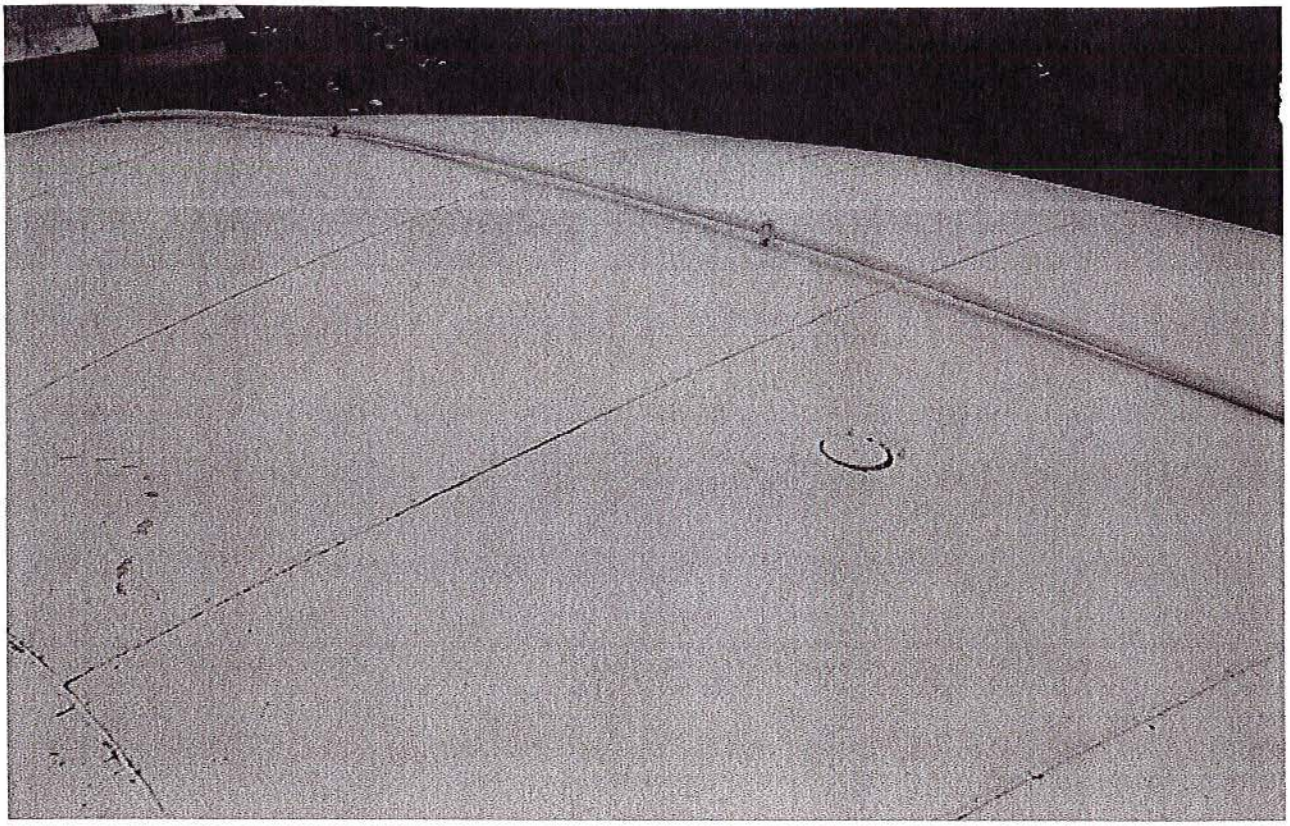
28. Painter's ring on pedestal.



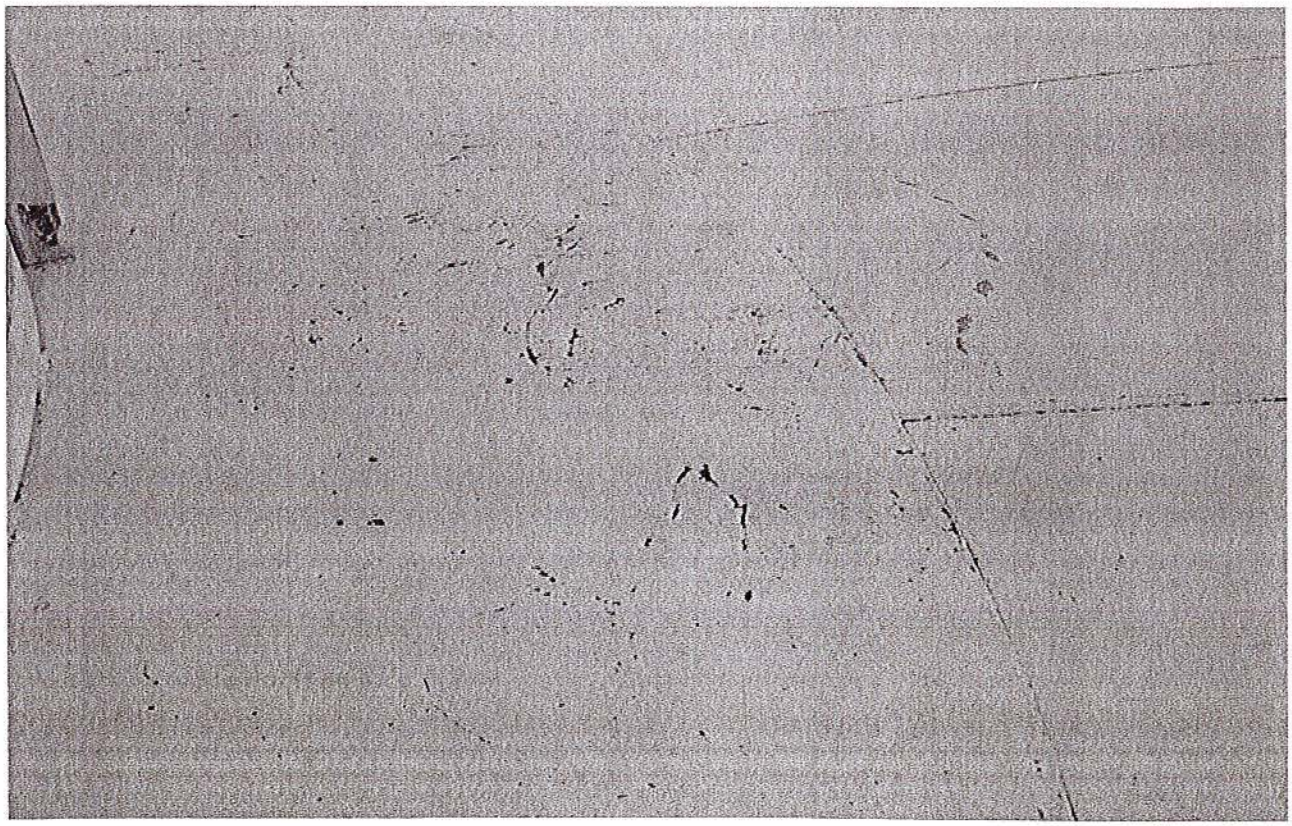
29. Pedestal, bowl, and shell.



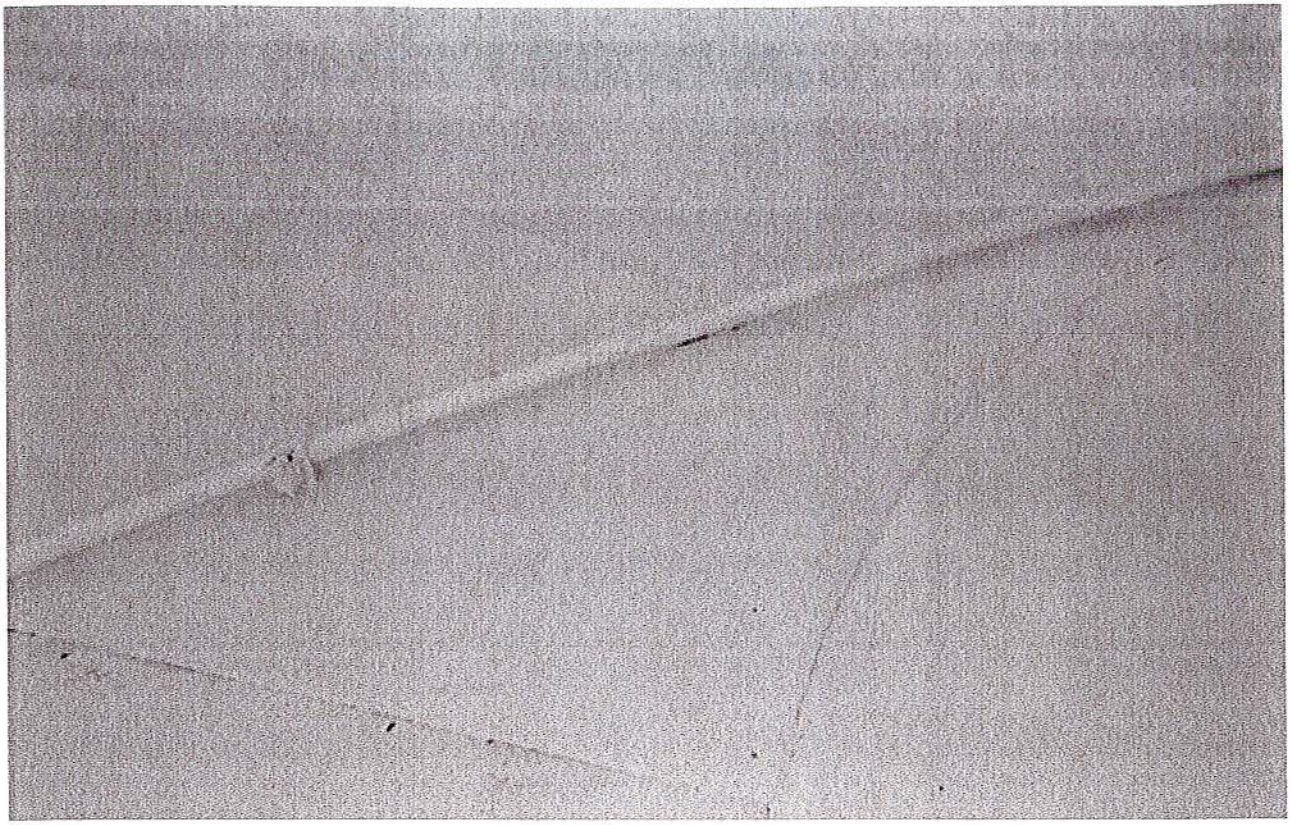
30. Pedestal, bowl, and shell.



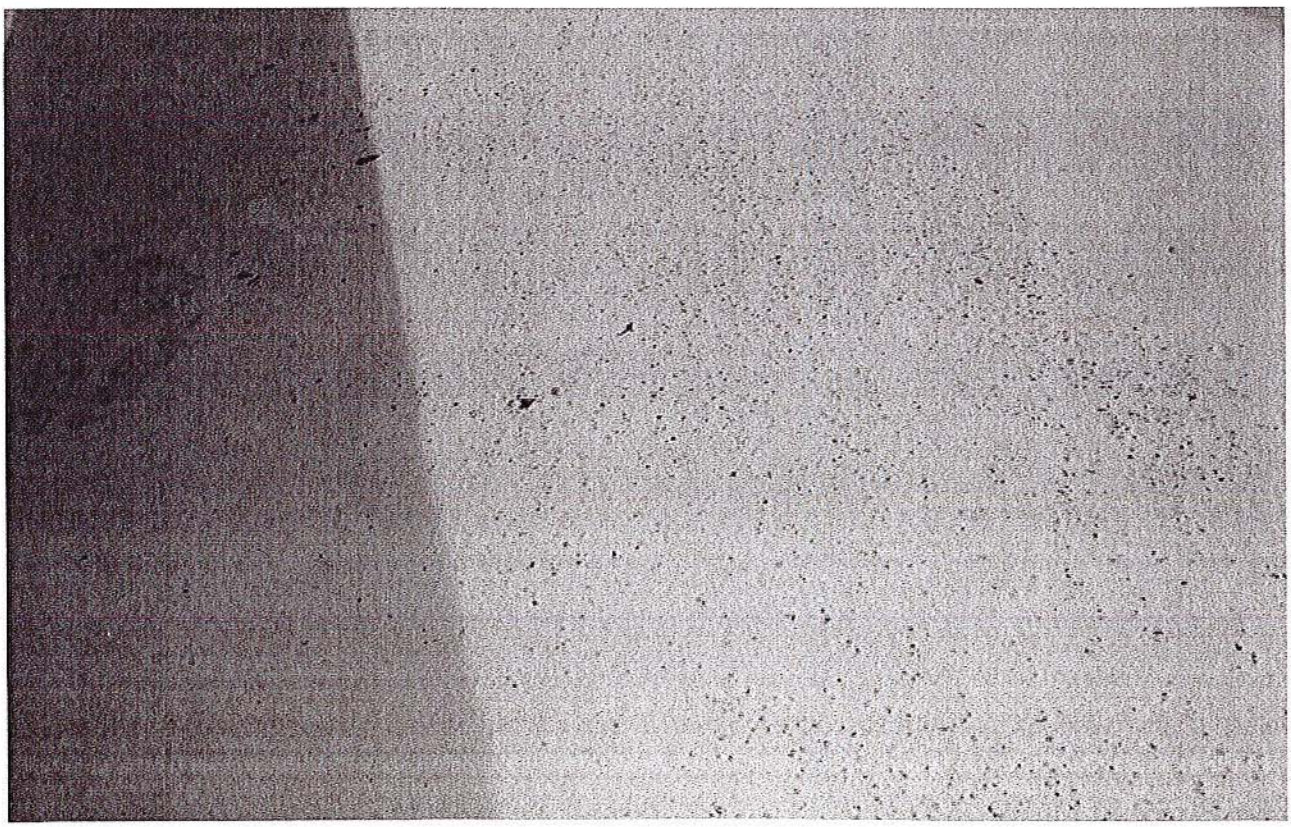
31. Roof, cathodic protection system hand holes, and conduit.



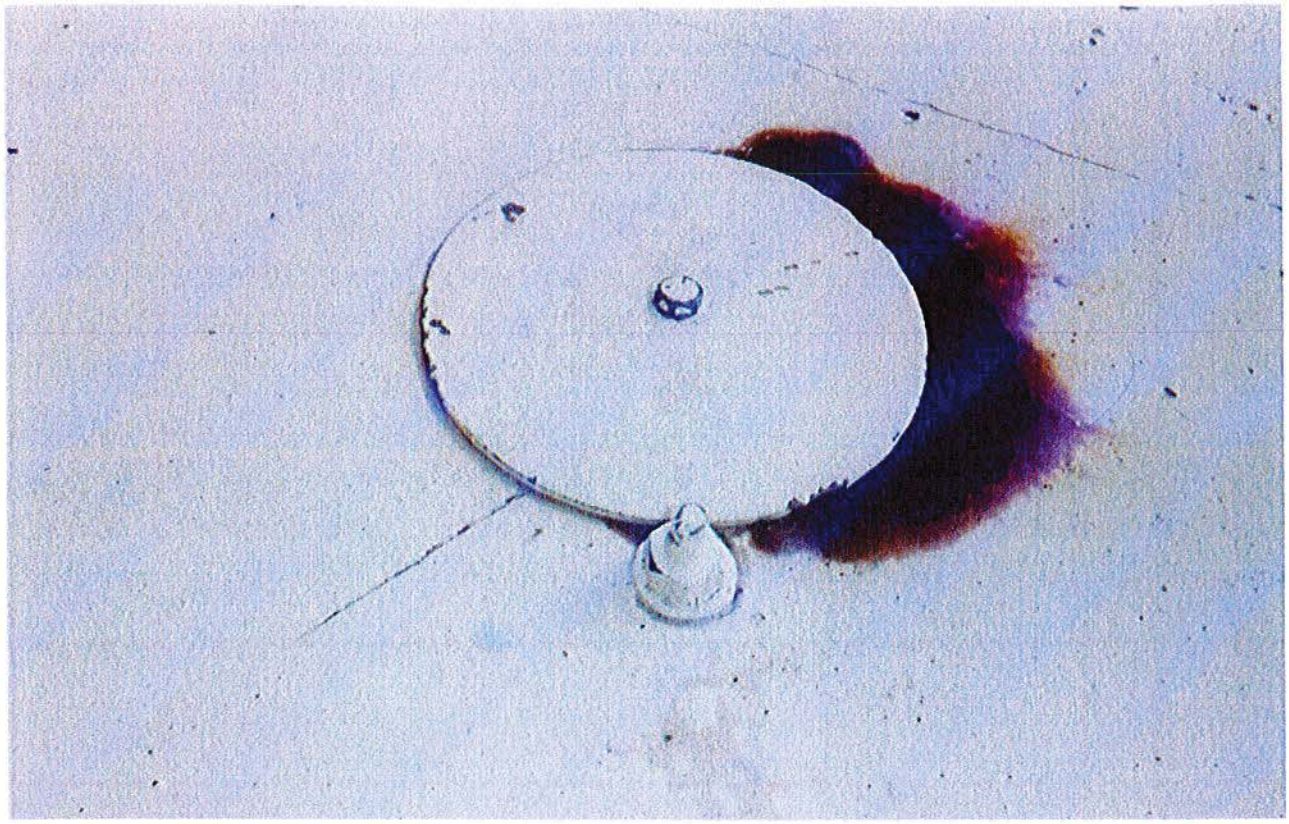
32. Coating failure on roof.



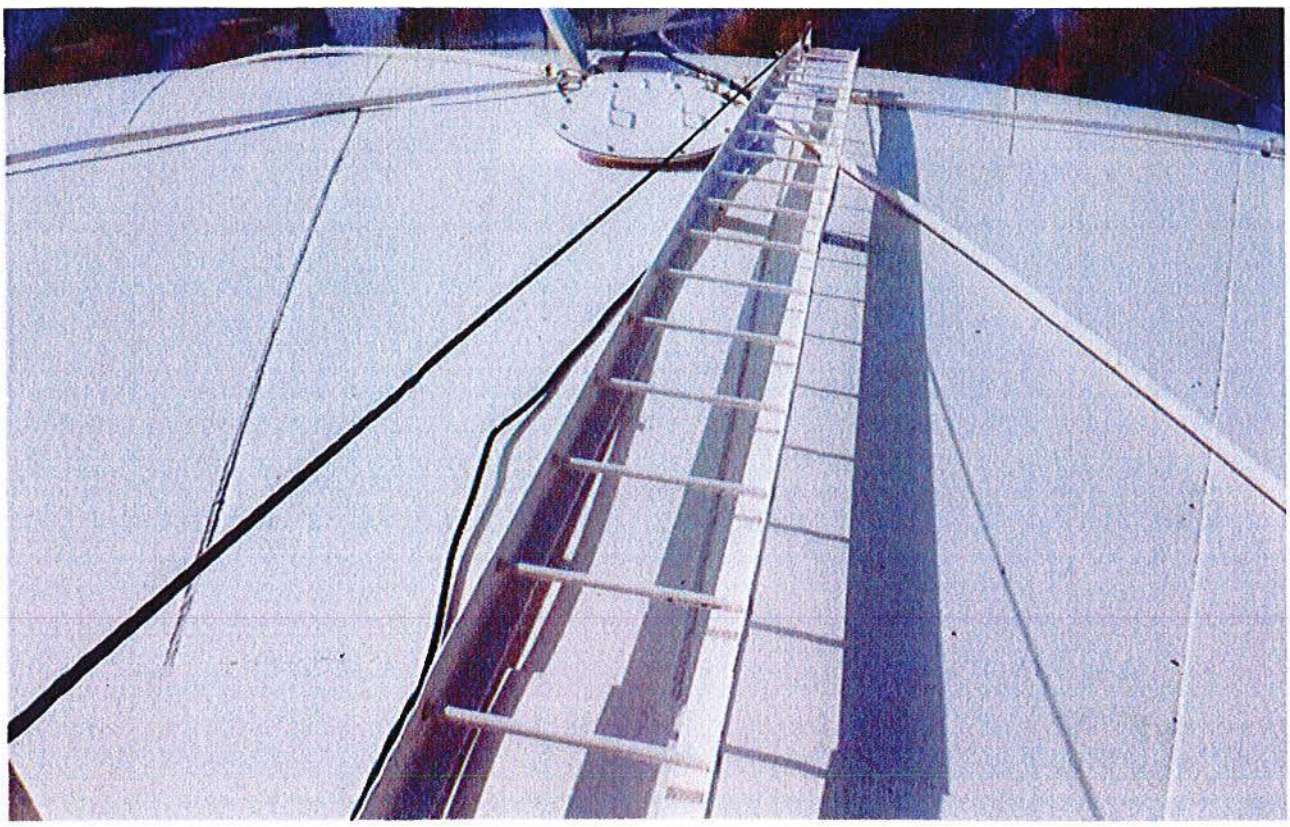
33. Conduit on roof.



34. Coating failure on roof.



35. Coating failure and corrosion on roof at cathodic protection anode hand hole.



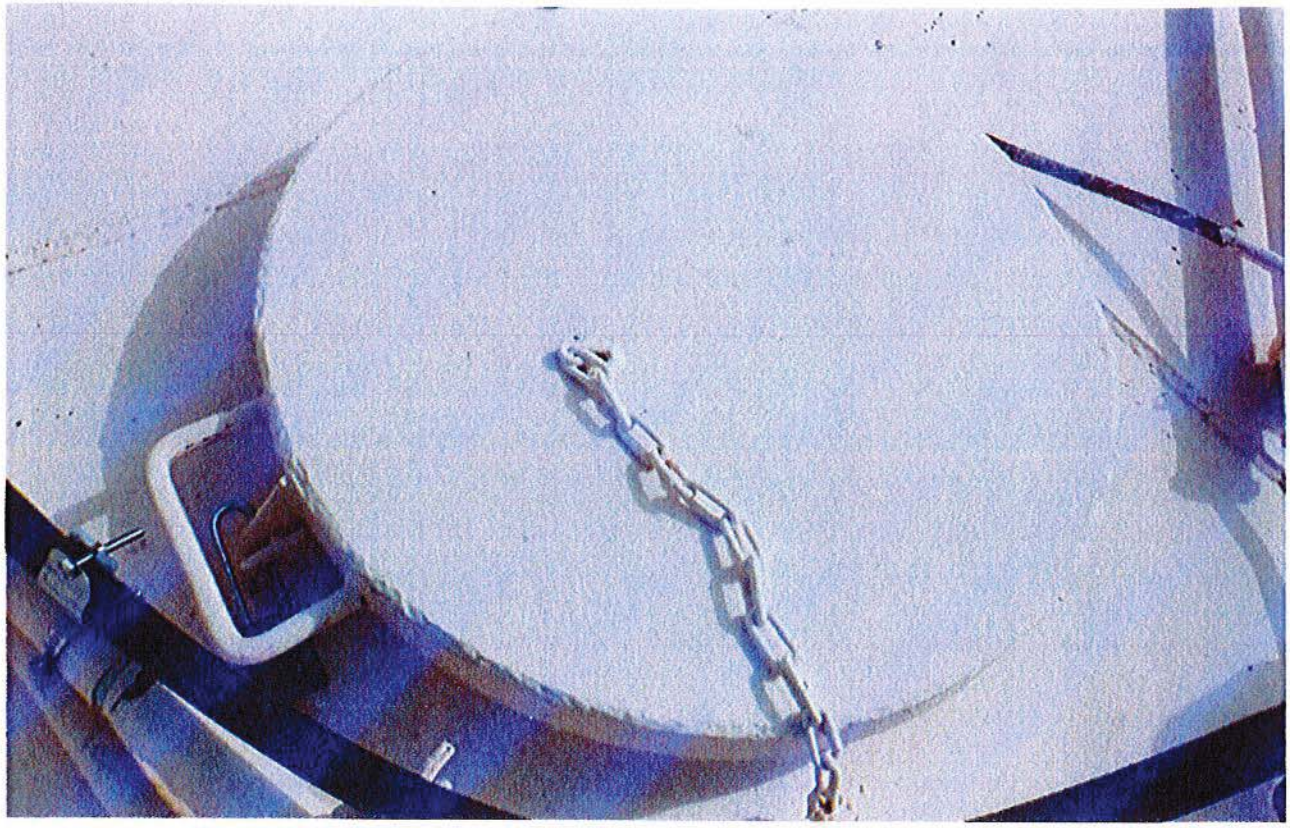
36. Roof ladder and manhole.



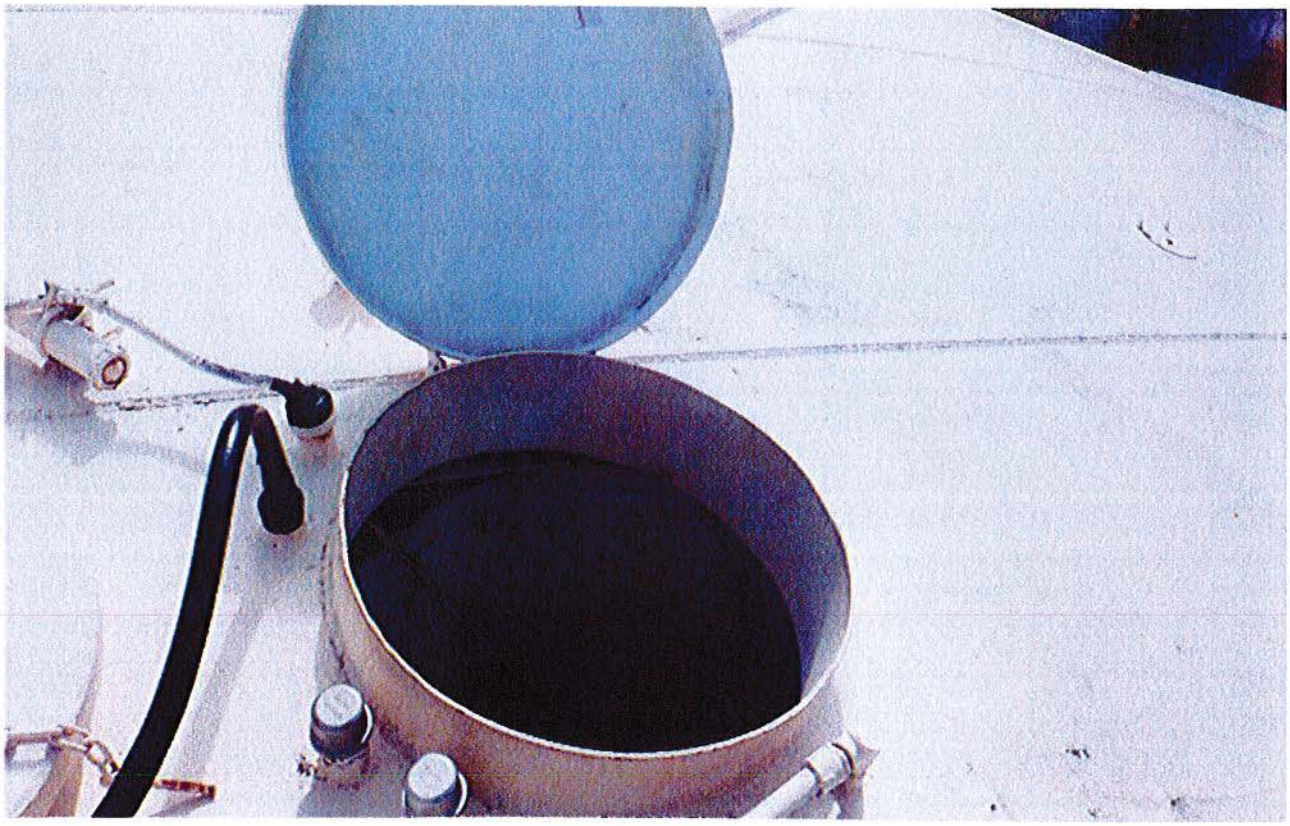
37. Conduit on roof.



38. Flanged and bolted roof manhole, roof ladder, safety railing with antenna and obstruction light, and roof vent.



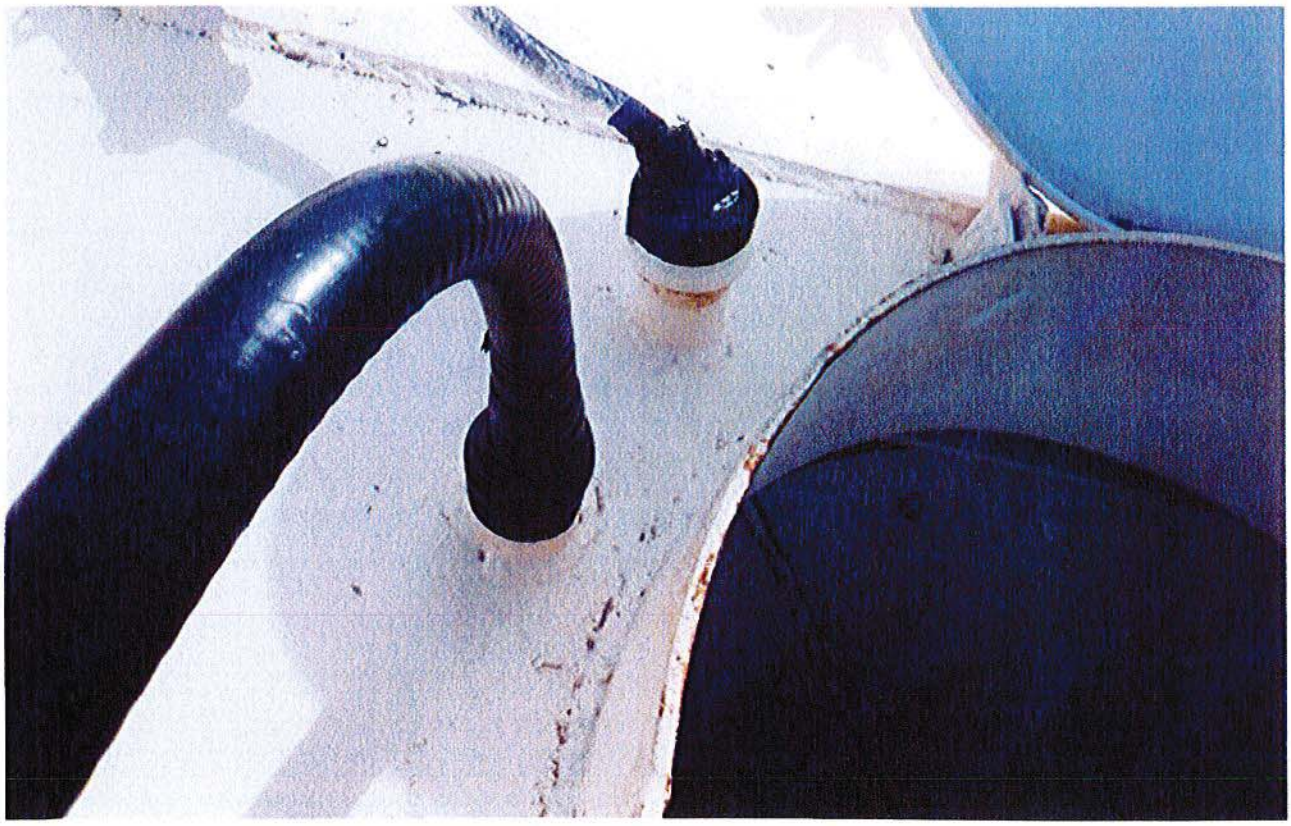
39. Hinged roof manhole.



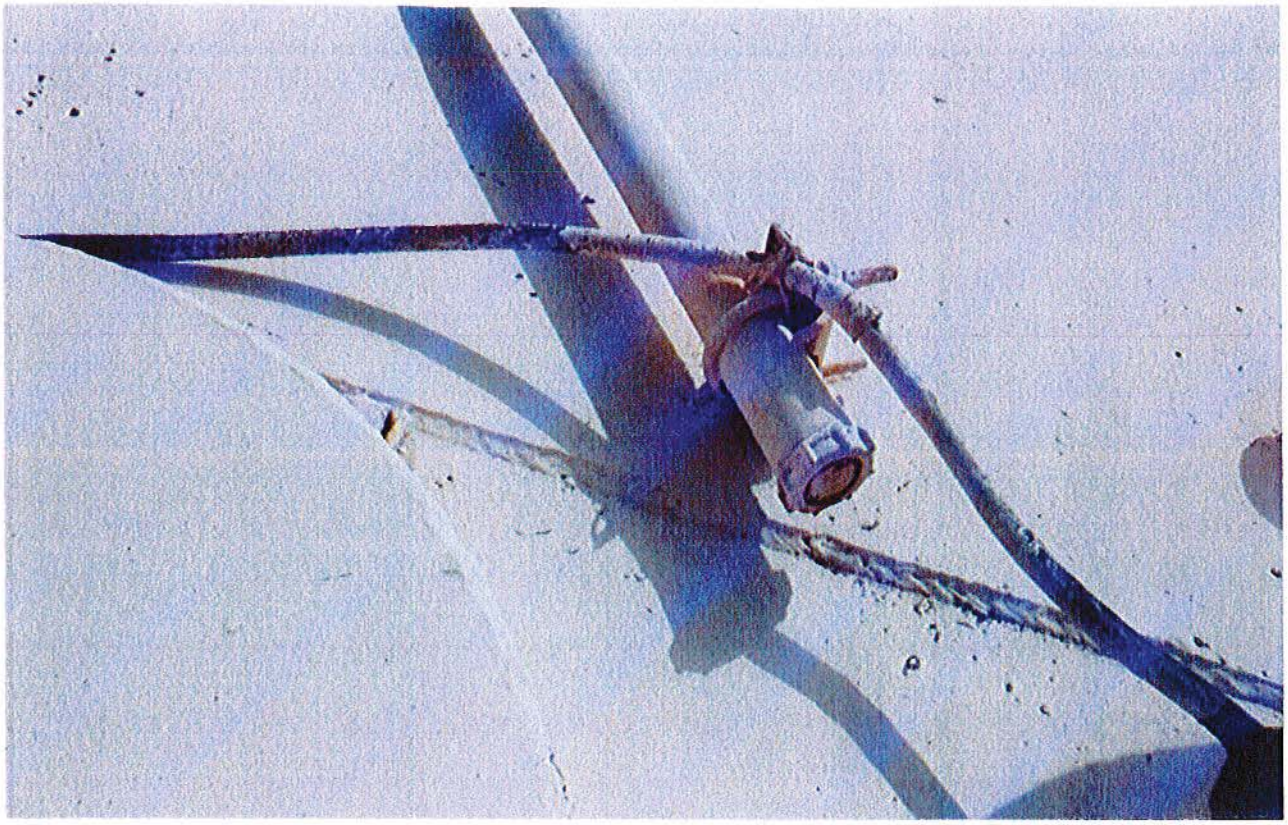
40. Roof manhole over access tube.



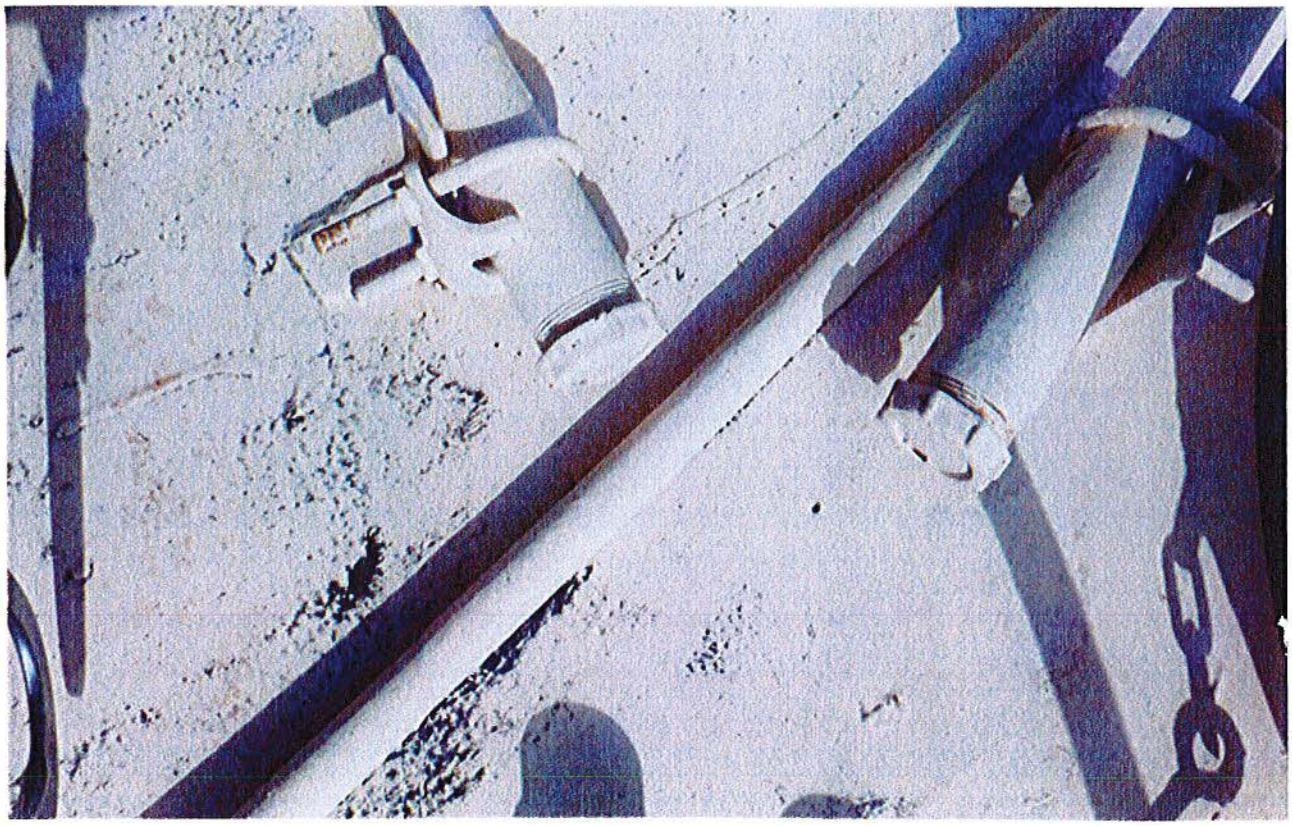
41. Capped penetrations in roof.



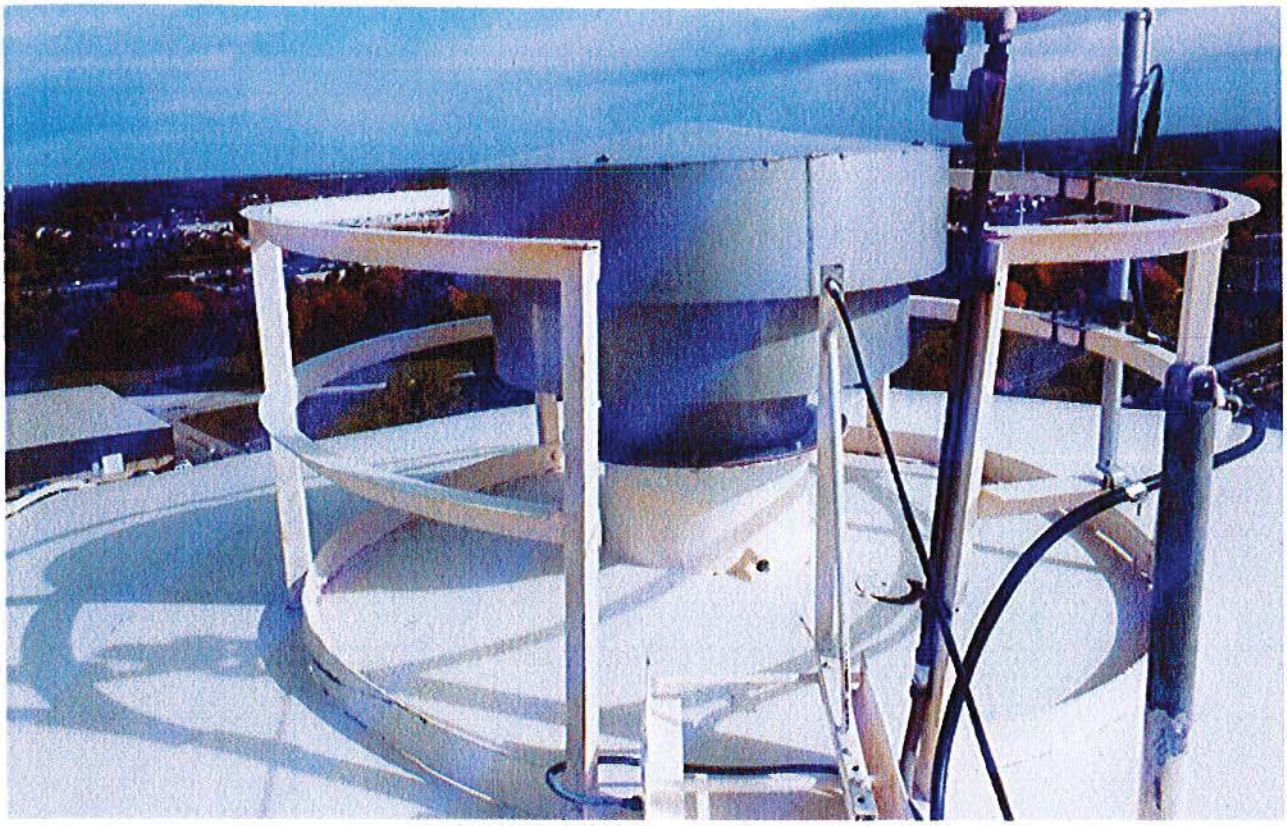
42. Antenna cable penetrations in roof.



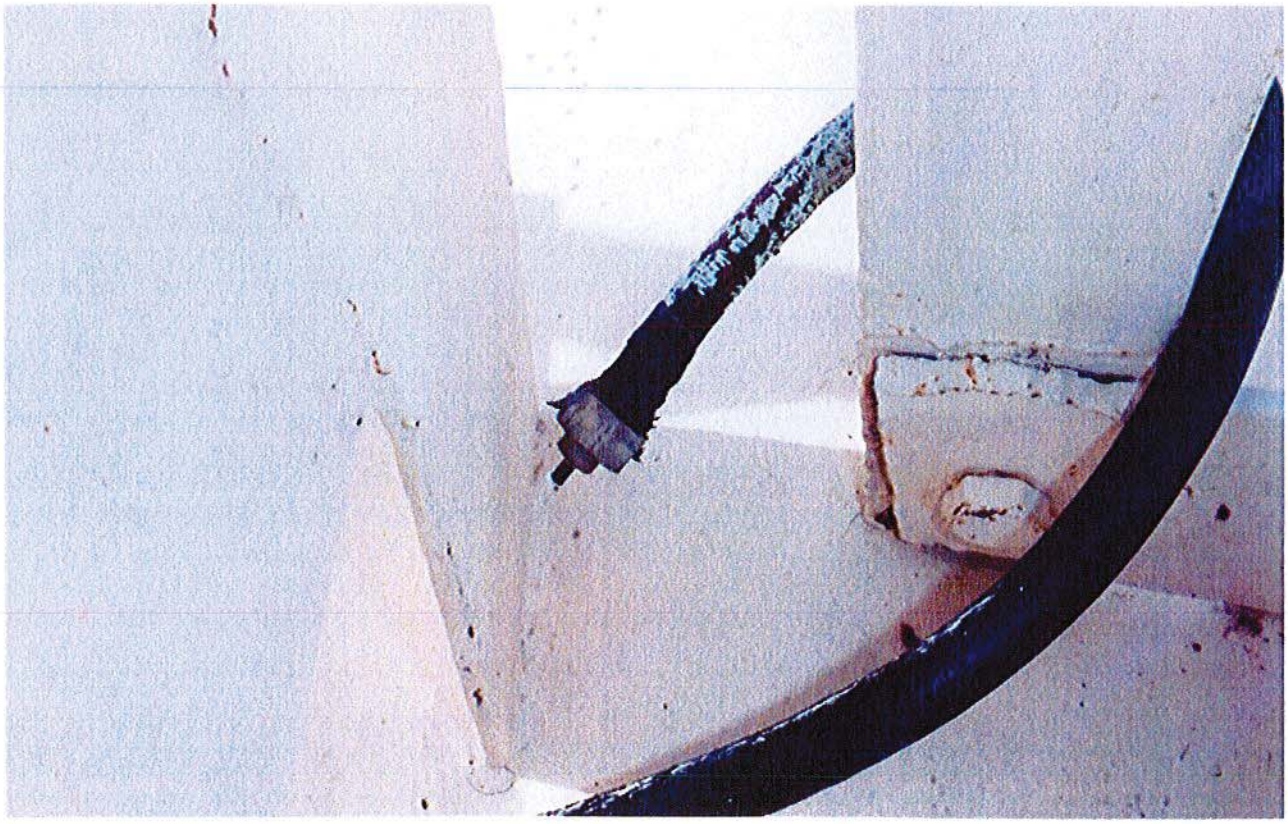
43. Conduit with U-bolt bracket on roof.



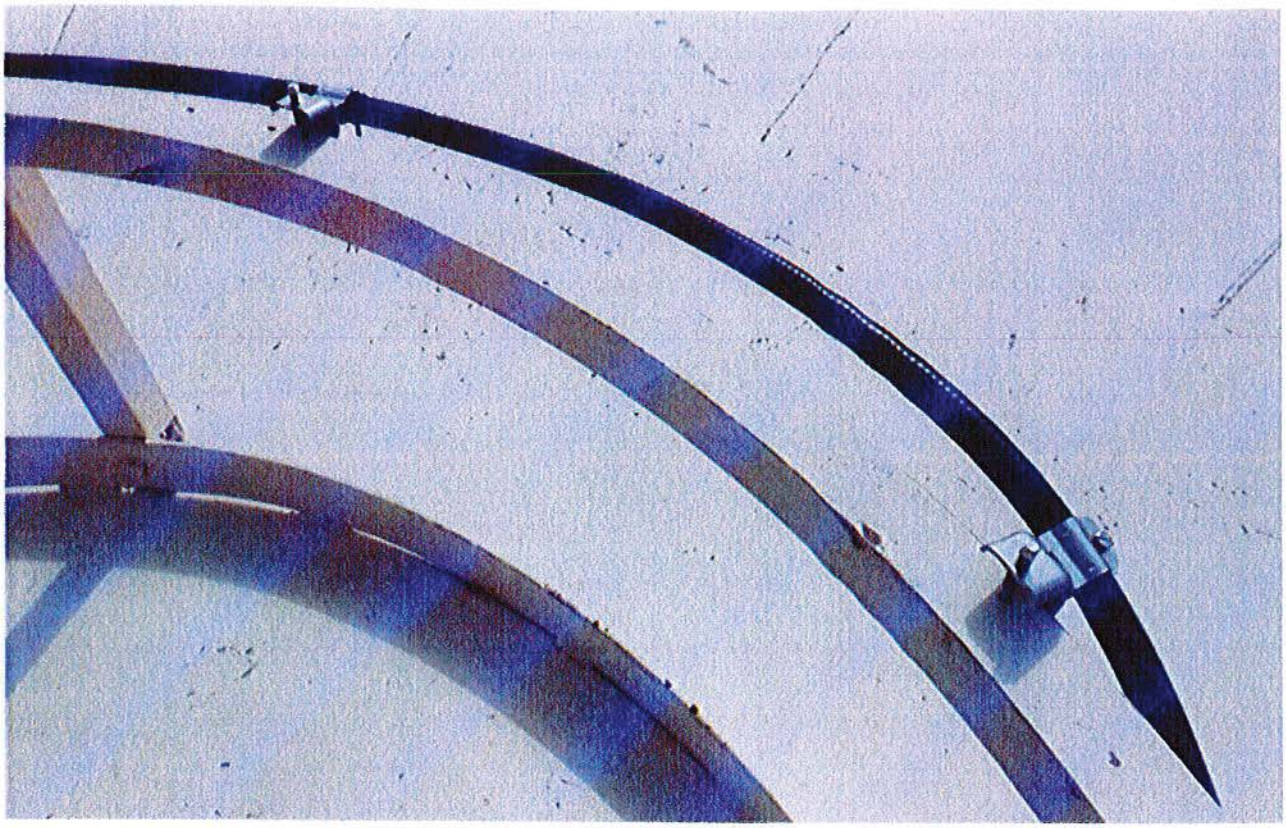
44. Conduits on roof.



45. Roof safety railing and roof vent.



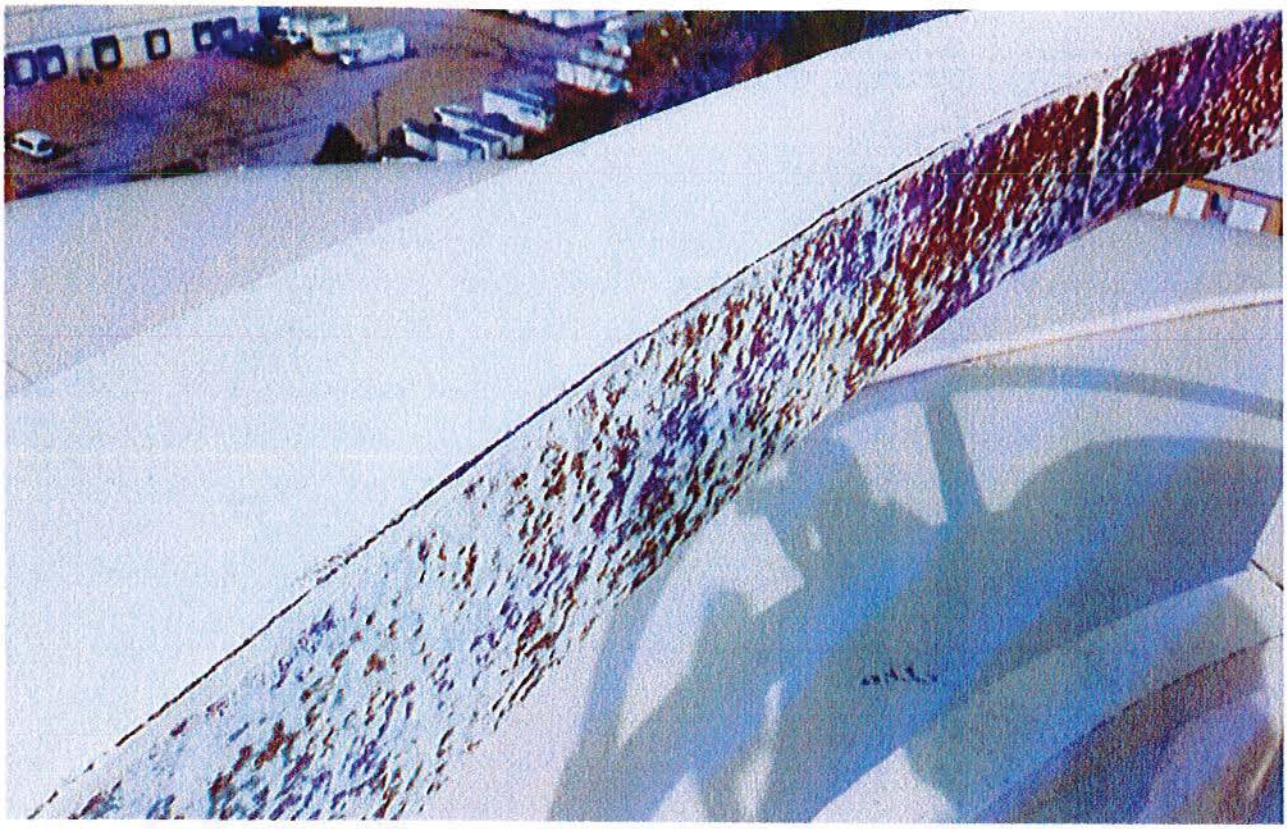
46. Disconnected coaxial cable at roof safety railing.



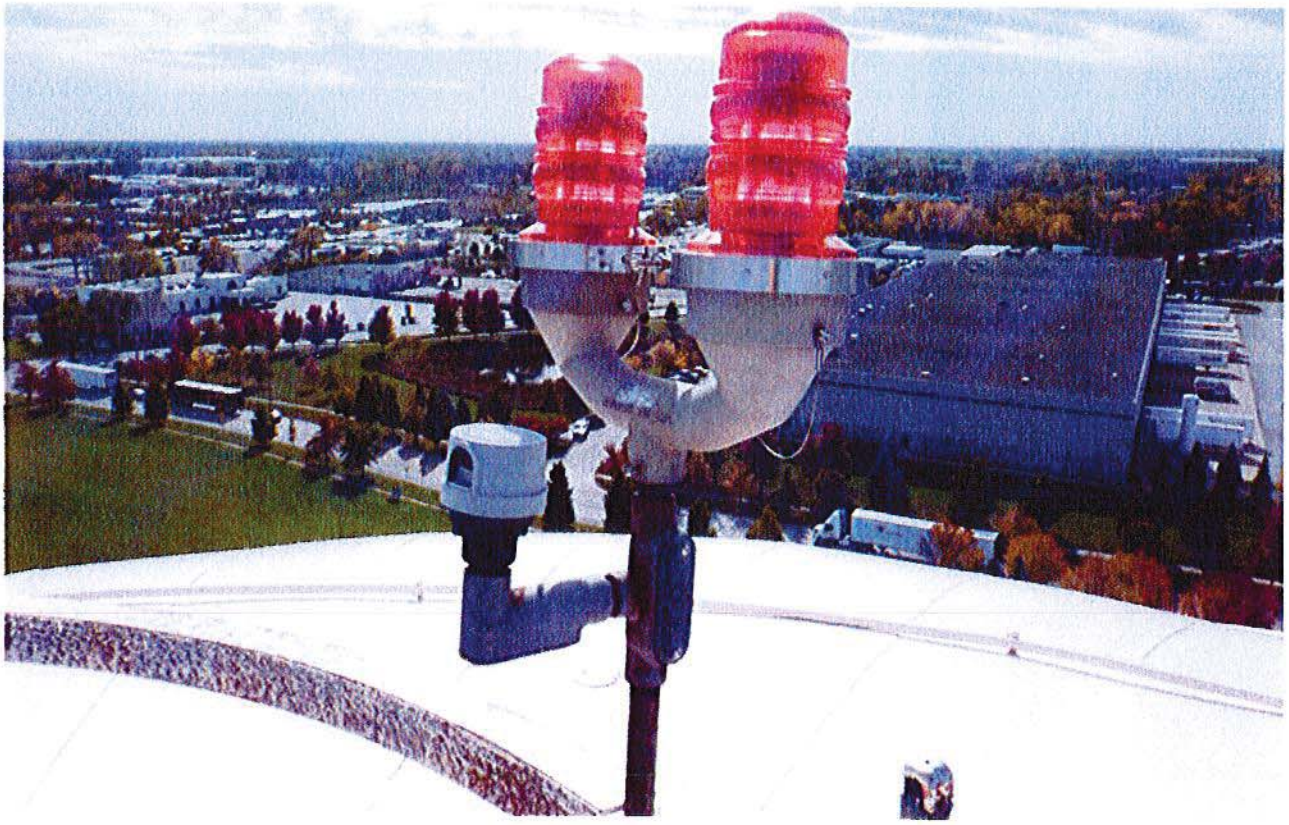
47. Antenna cable mounted to roof safety railing handrail.



48. Antenna bracket on roof safety railing.



49. Coating failure and corrosion on the roof safety railing.



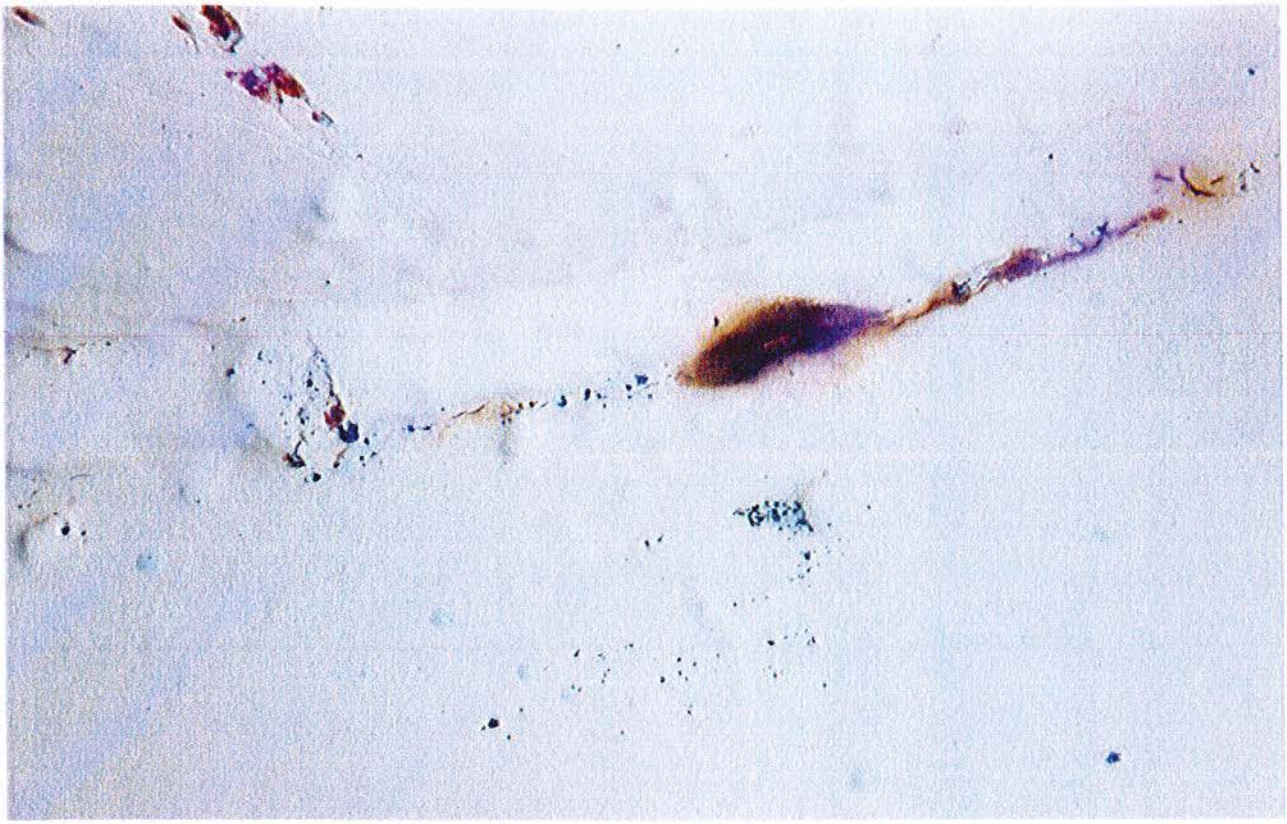
50. Roof obstruction light with photoelectric cell.



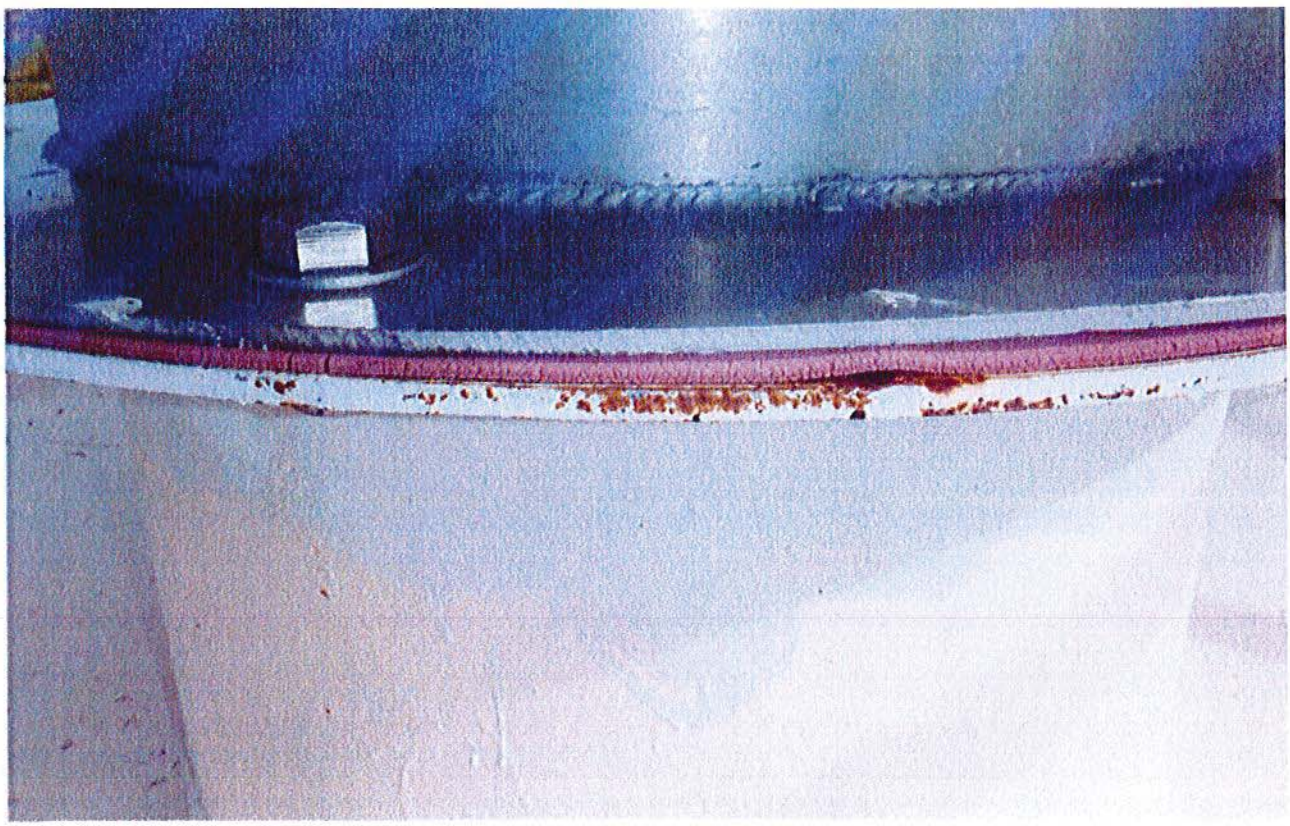
51. Roof vent.



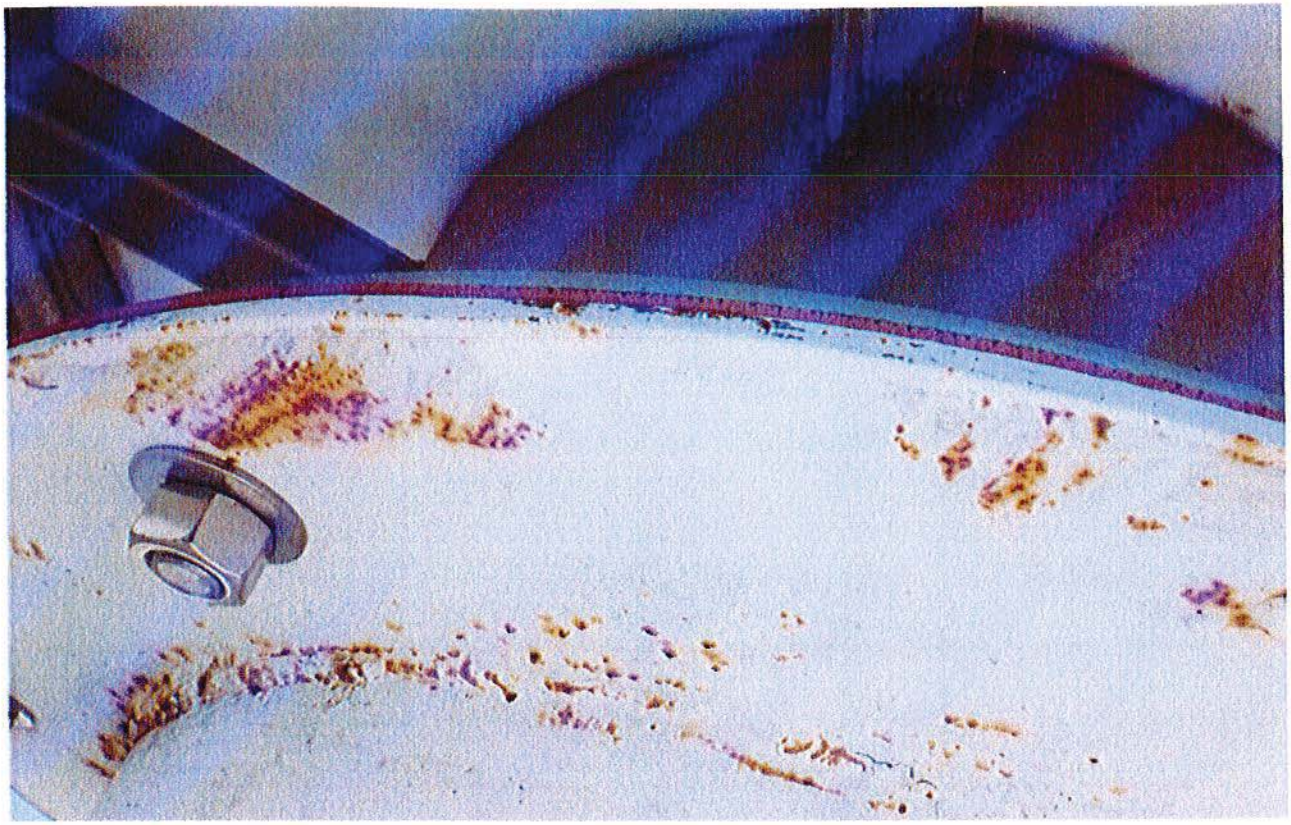
52. Plugged coupling in roof vent neck.



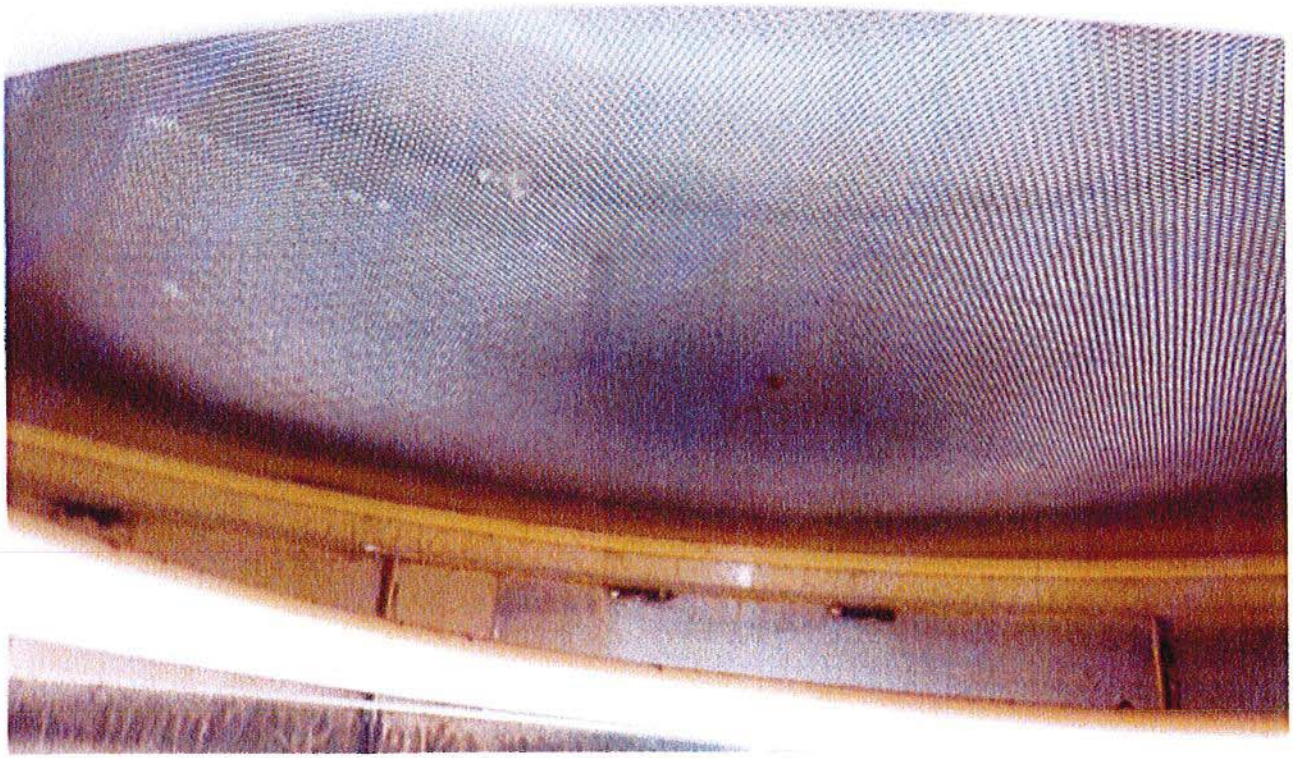
53. Coating failure and corrosion at roof vent neck.



54. Roof vent equipped with gasket.



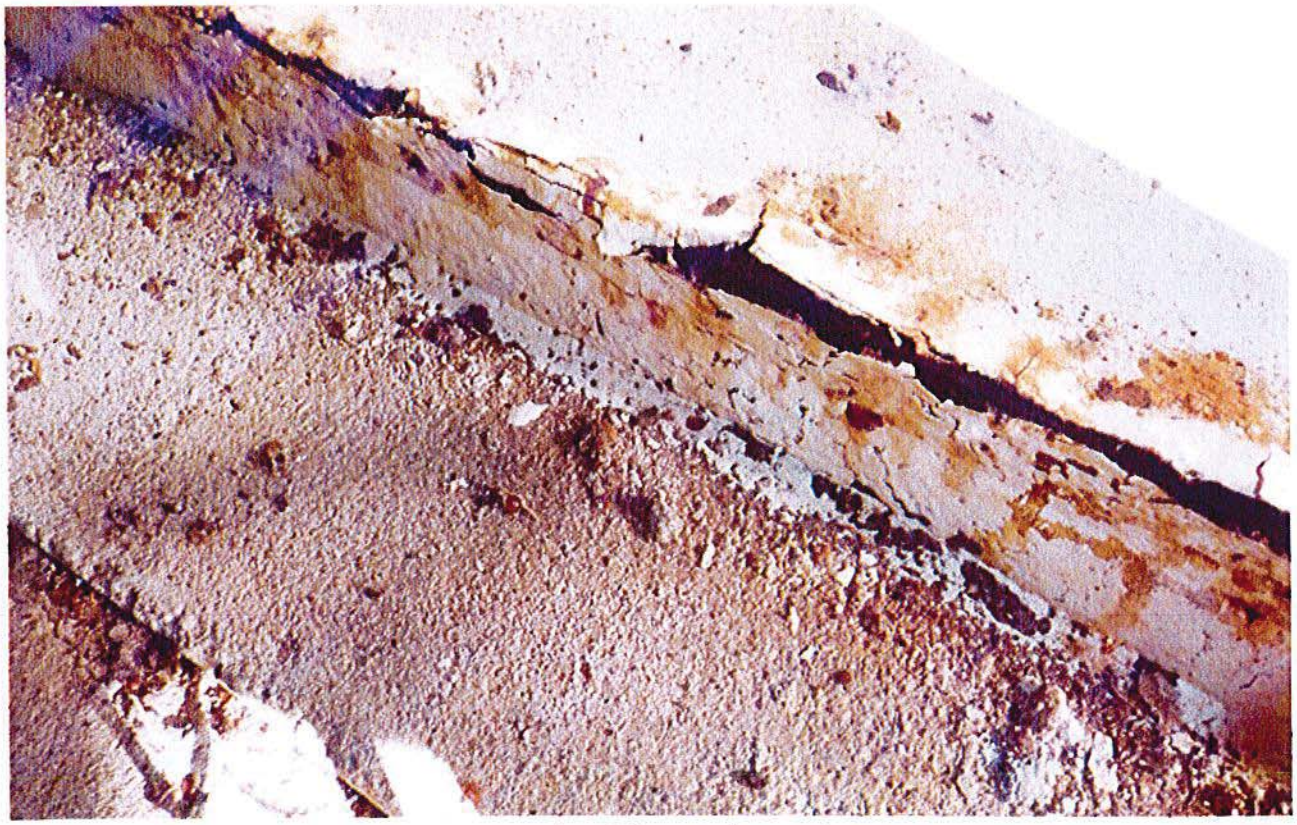
55. Coating failure and corrosion on flanged connection.



56. Roof vent screened pallet.



57. Anchor bolt and nut and base plate in the interior dry. Note coating failure and corrosion.



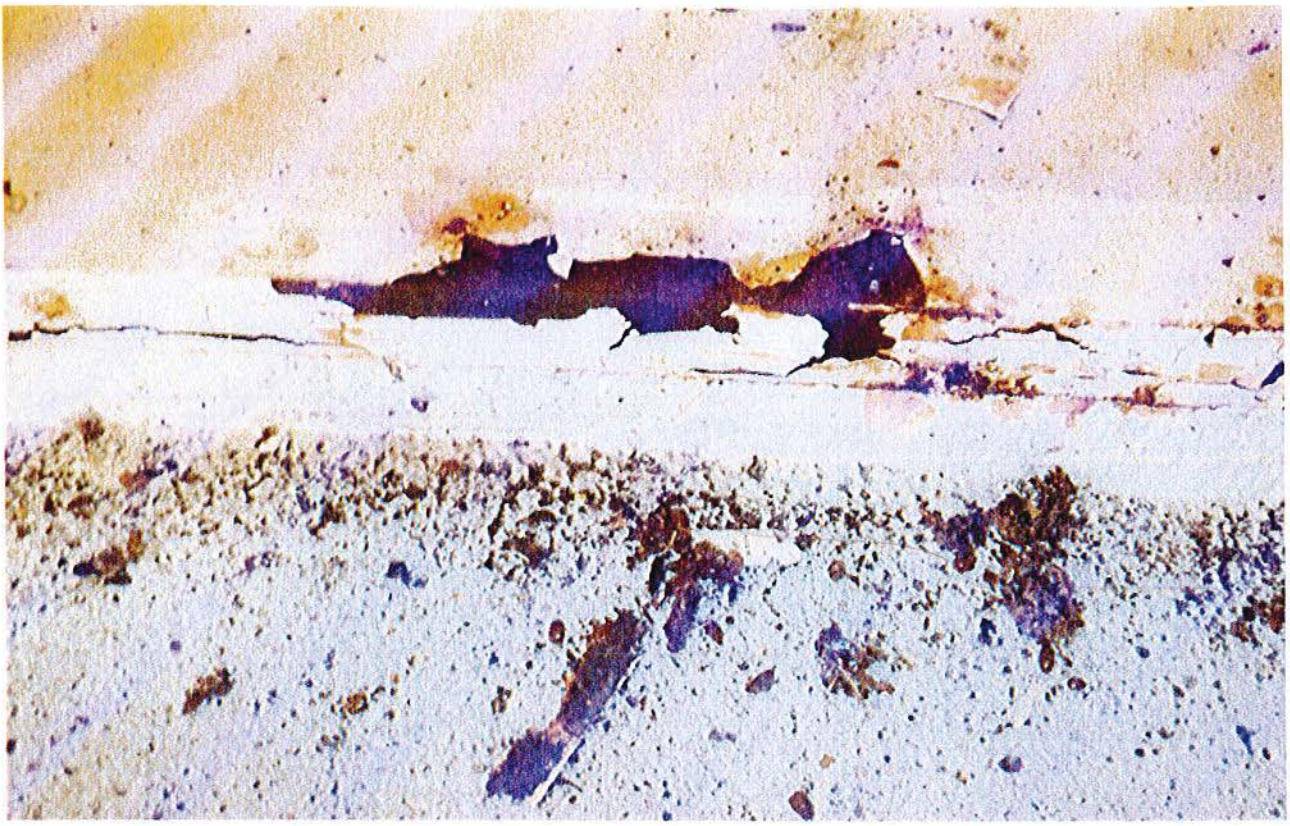
58. Base plate in the interior dry. Note coating failure and corrosion.



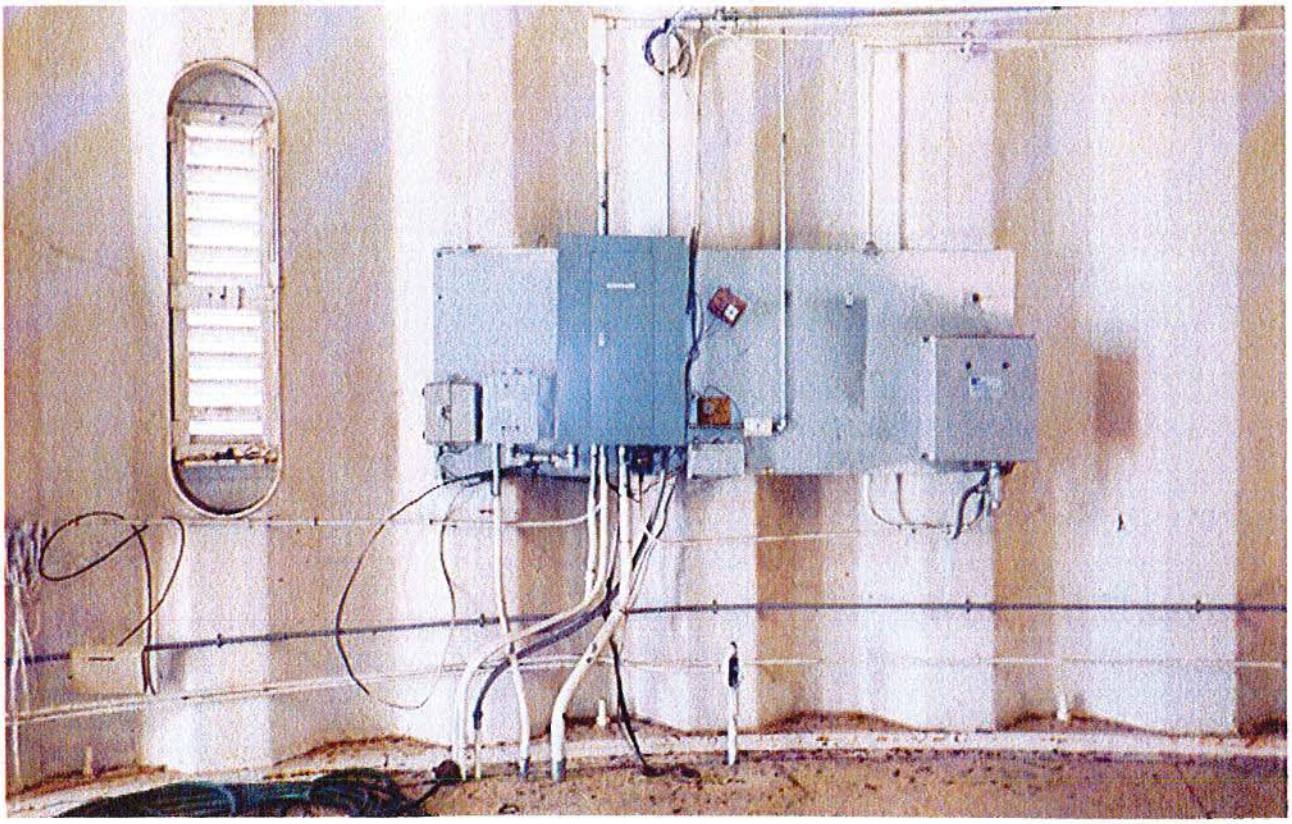
59. Anchor bolt and nut and base plate in the interior dry. Note coating failure and corrosion.



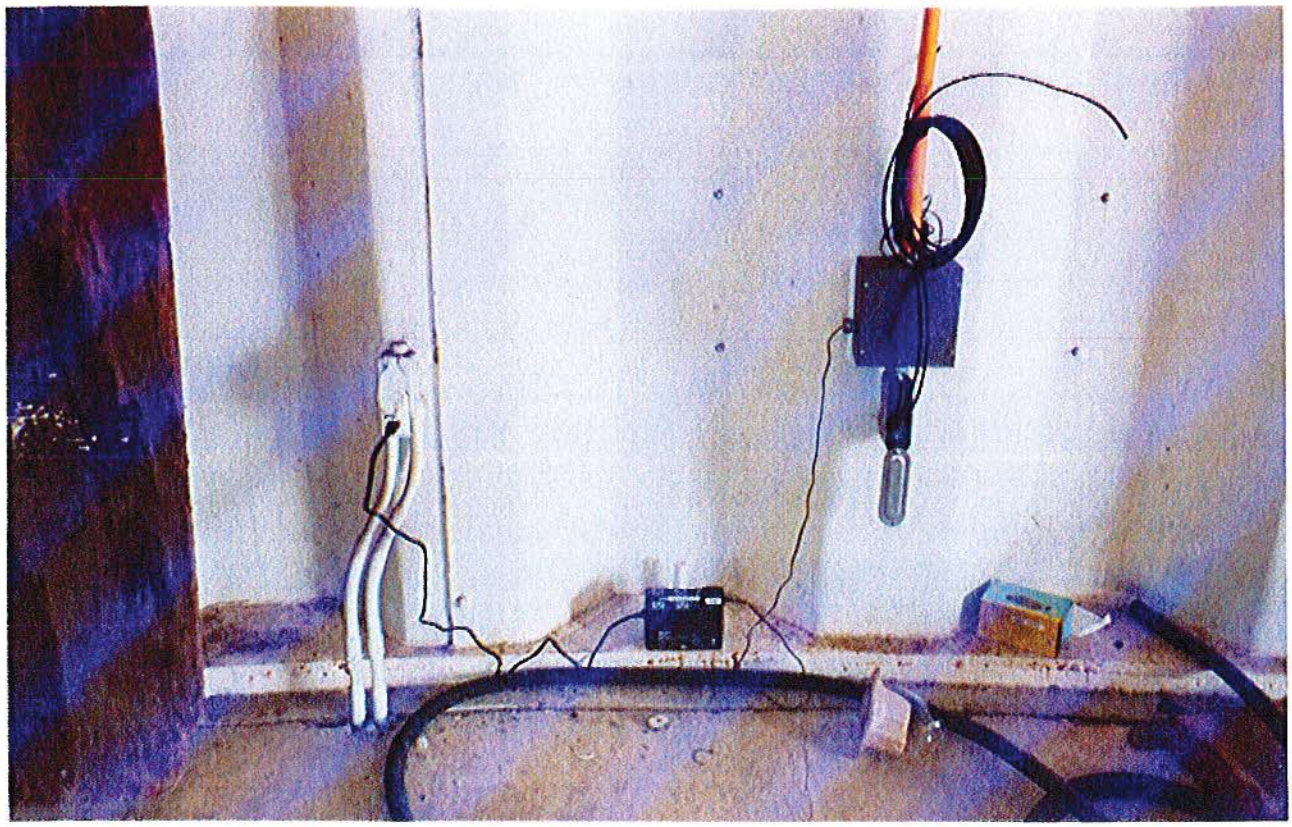
60. Anchor bolt and nut and base plate in the interior dry. Note coating failure and corrosion.



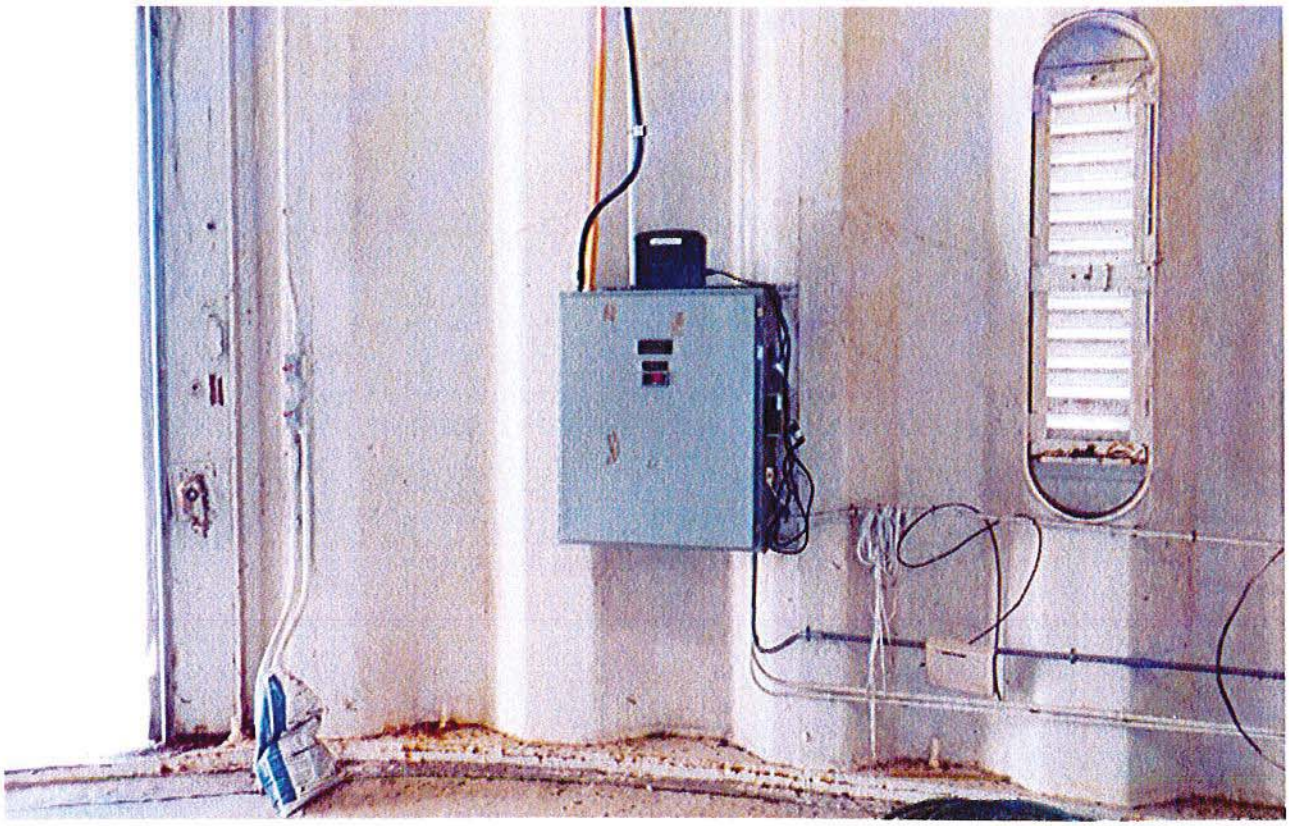
61. Base plate in the interior dry. Note coating failure and corrosion.



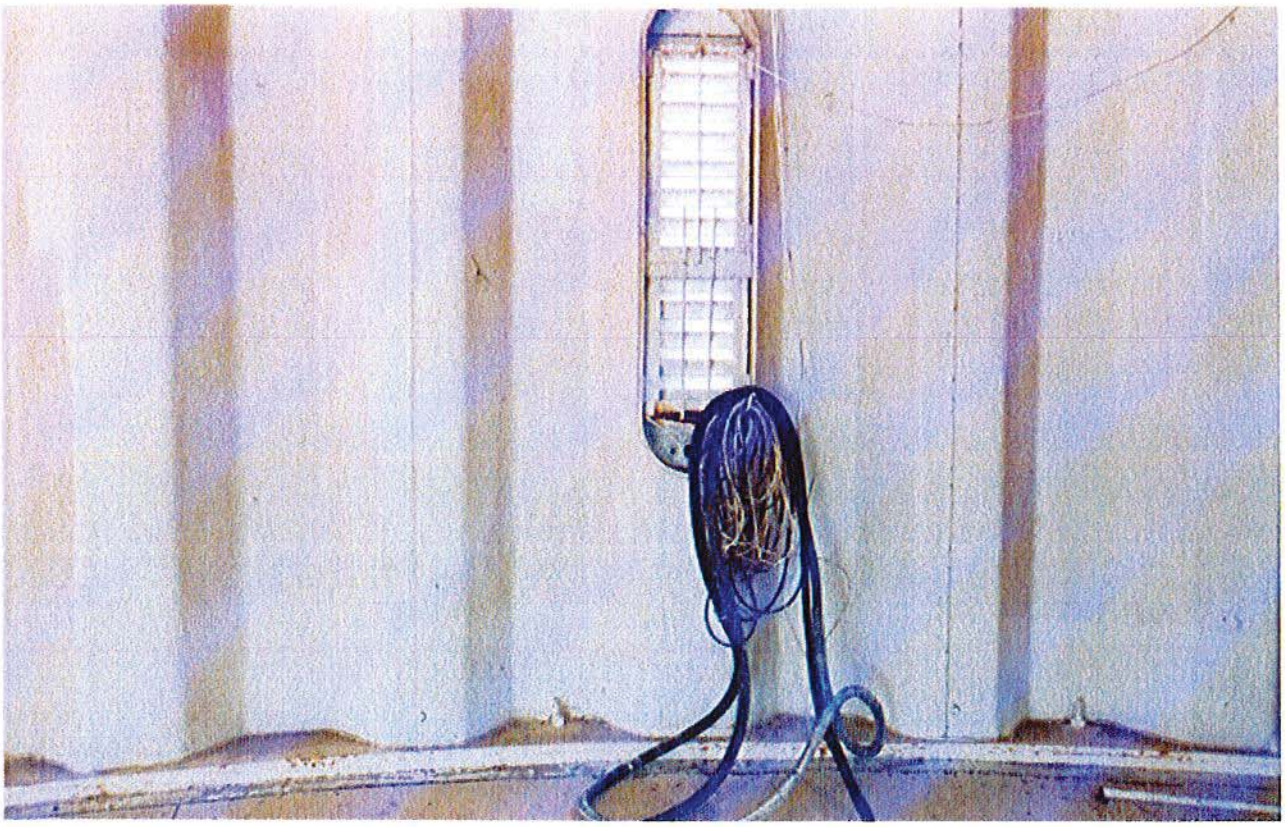
62. Louvered vent and control cabinets in pedestal.



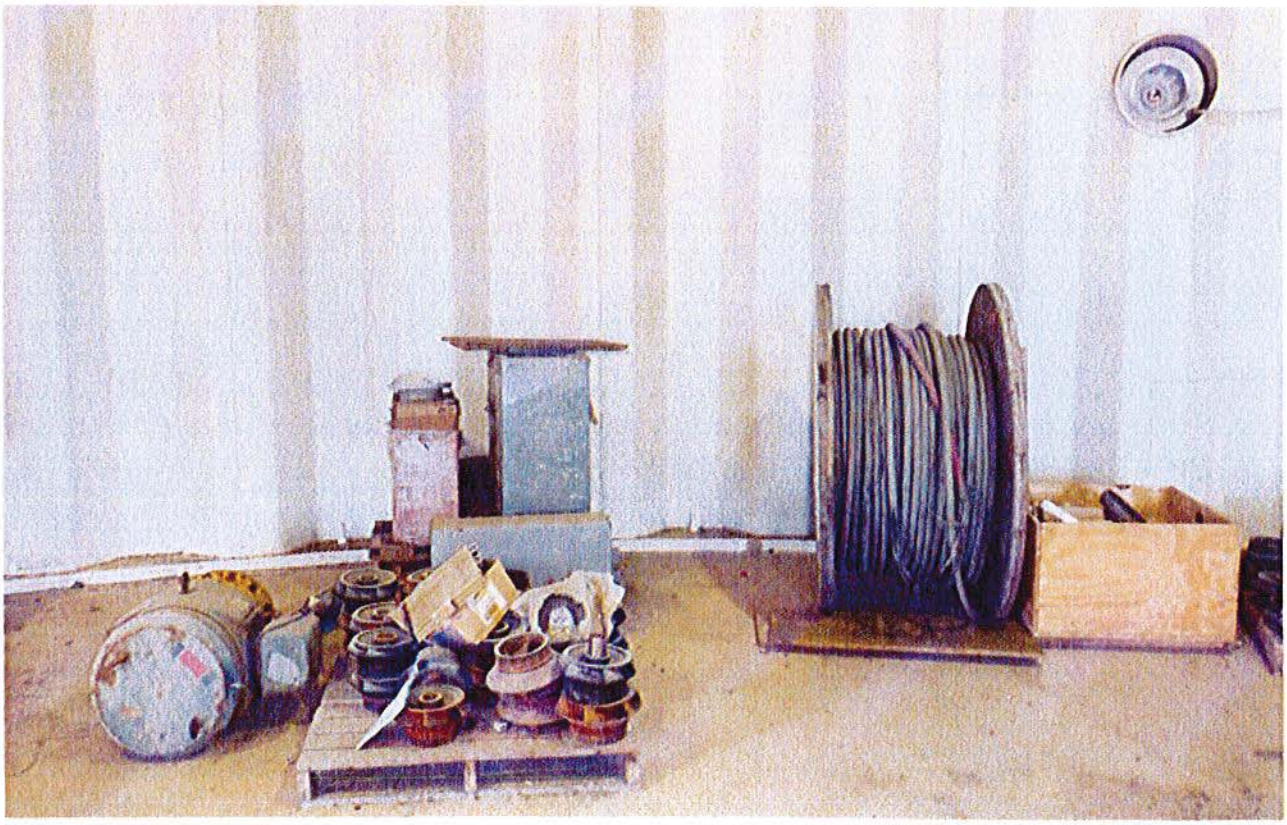
63. Electrical outlets in pedestal.



64. Control cabinet and louvered vent in pedestal.



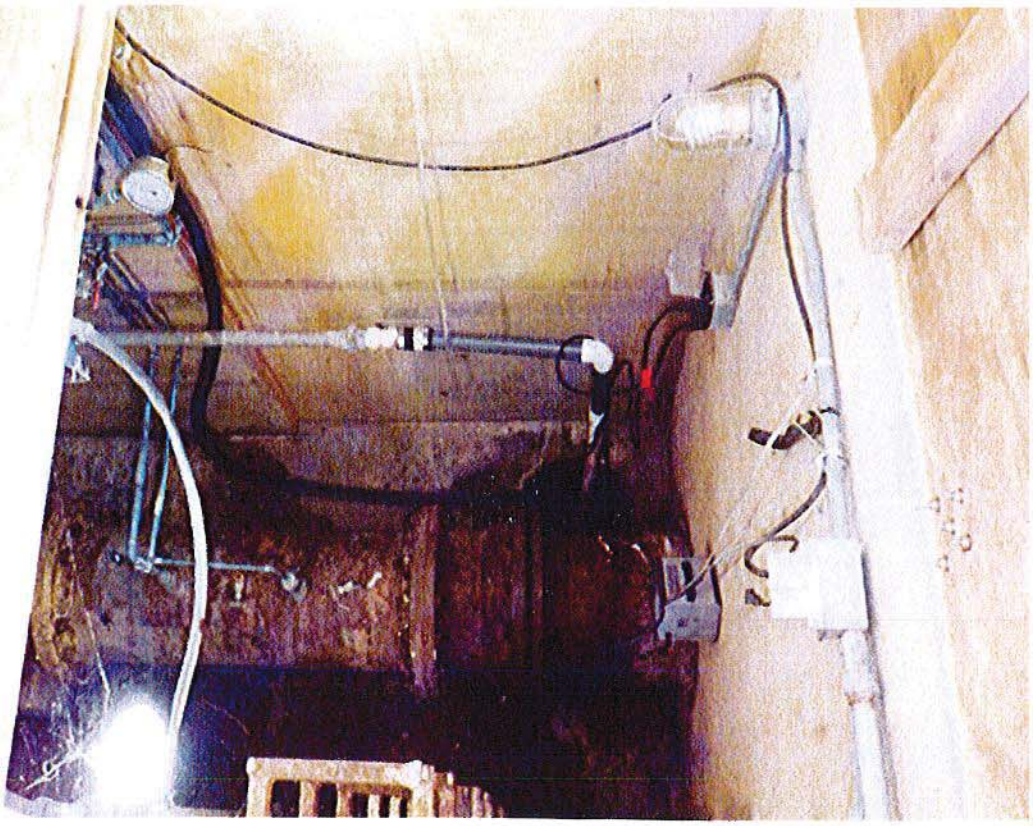
65. Louvered vent in pedestal.



66. Equipment and materials stored in pedestal.



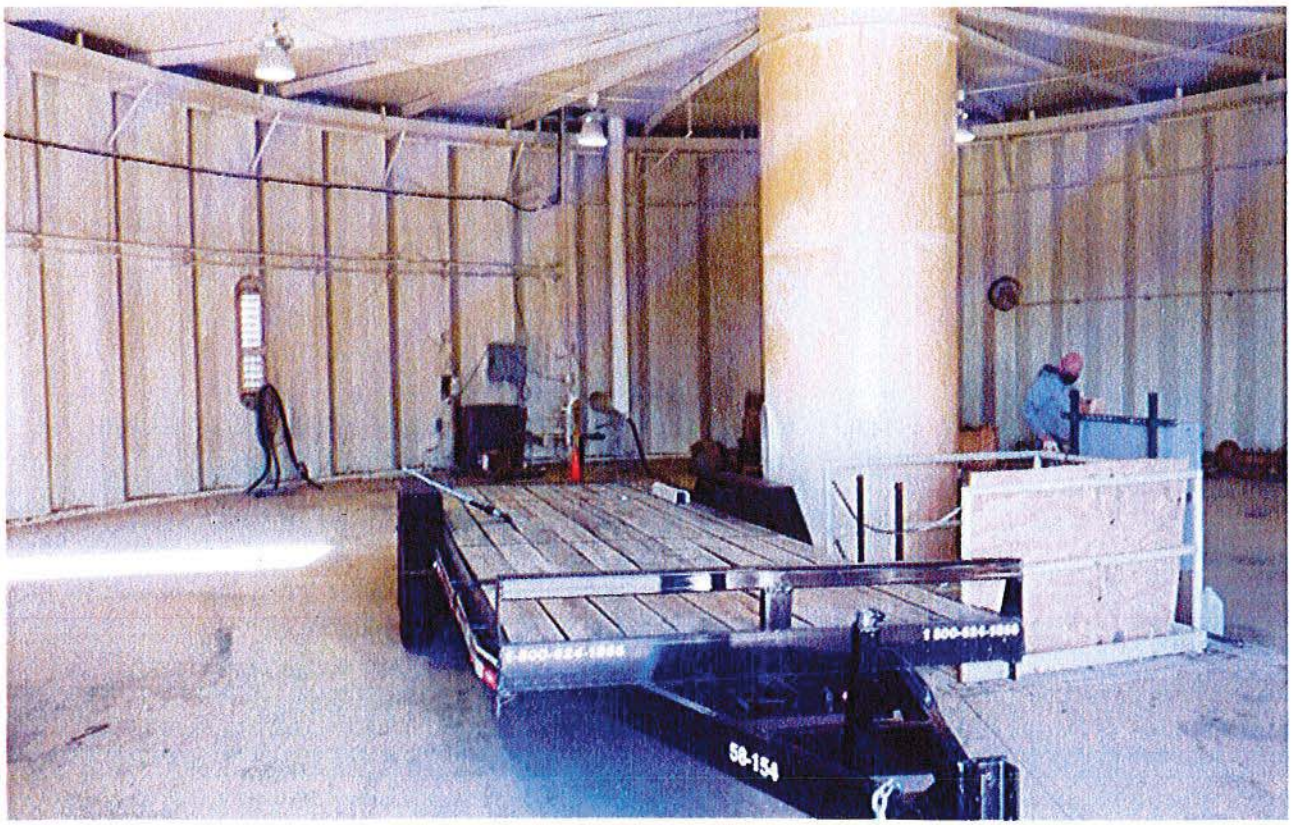
67. Pipe pit in pedestal.



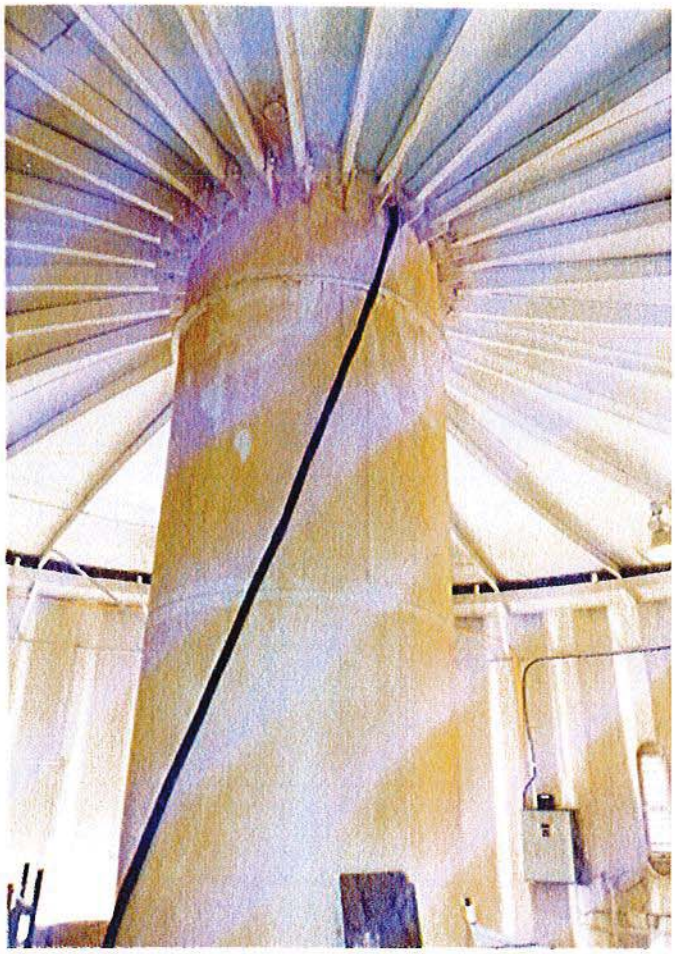
68. Interior of pipe pit.



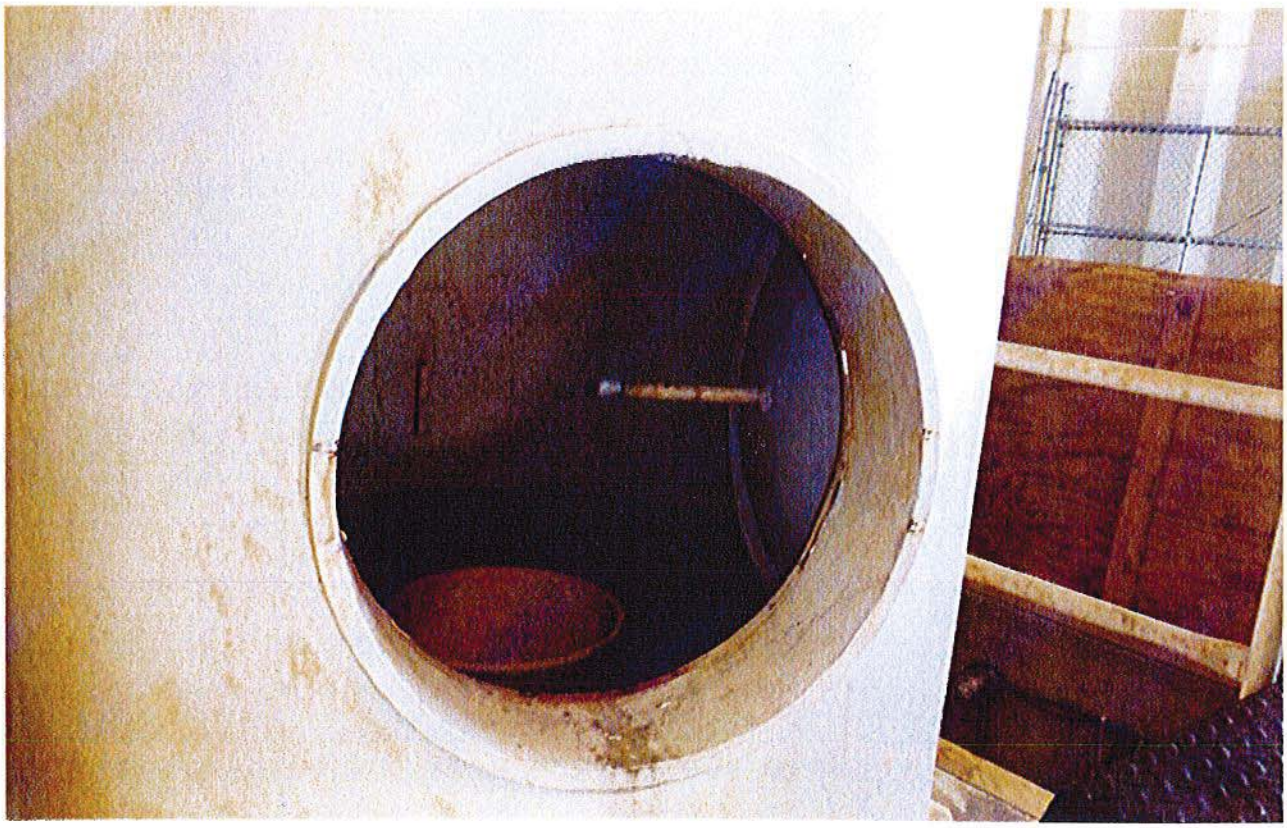
69. Access rungs and piping in pipe pit.



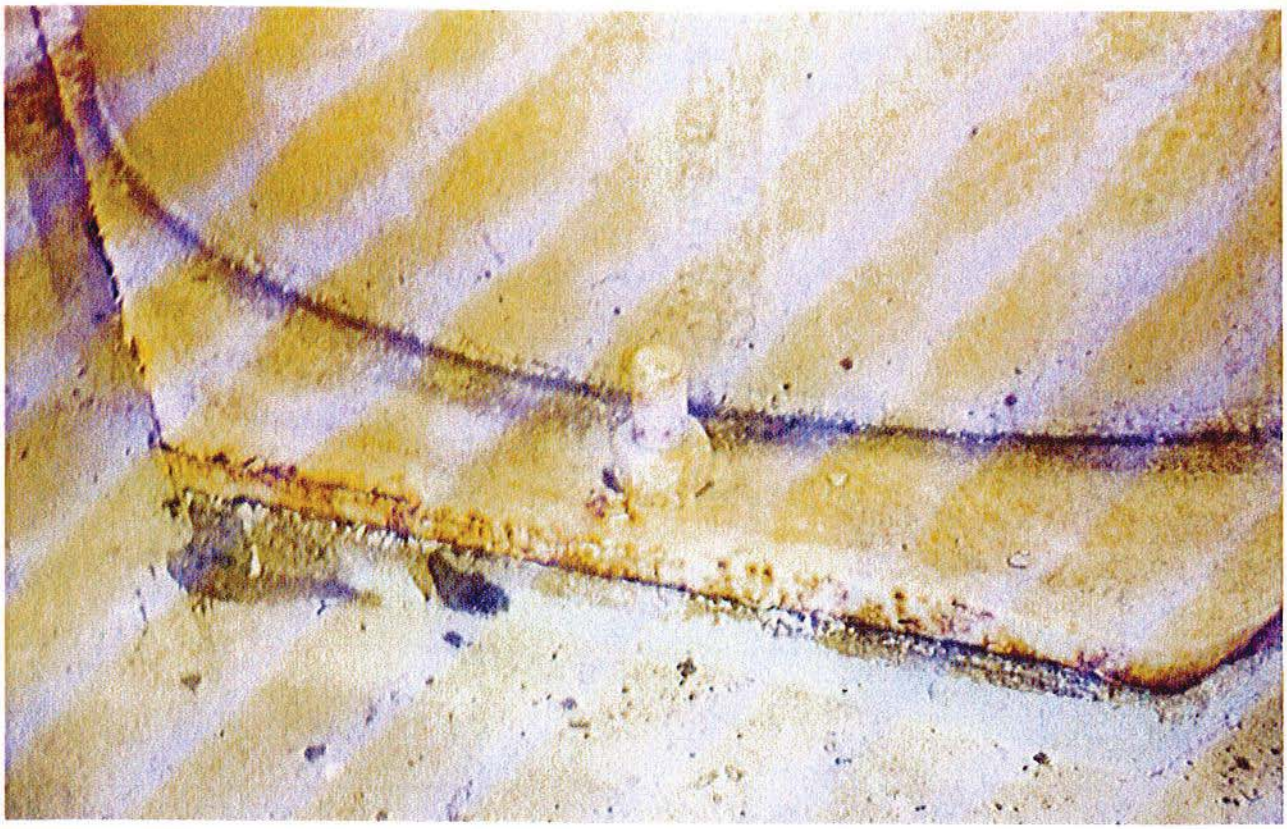
70. Equipment in pedestal.



71. Riser. Note corrosion.



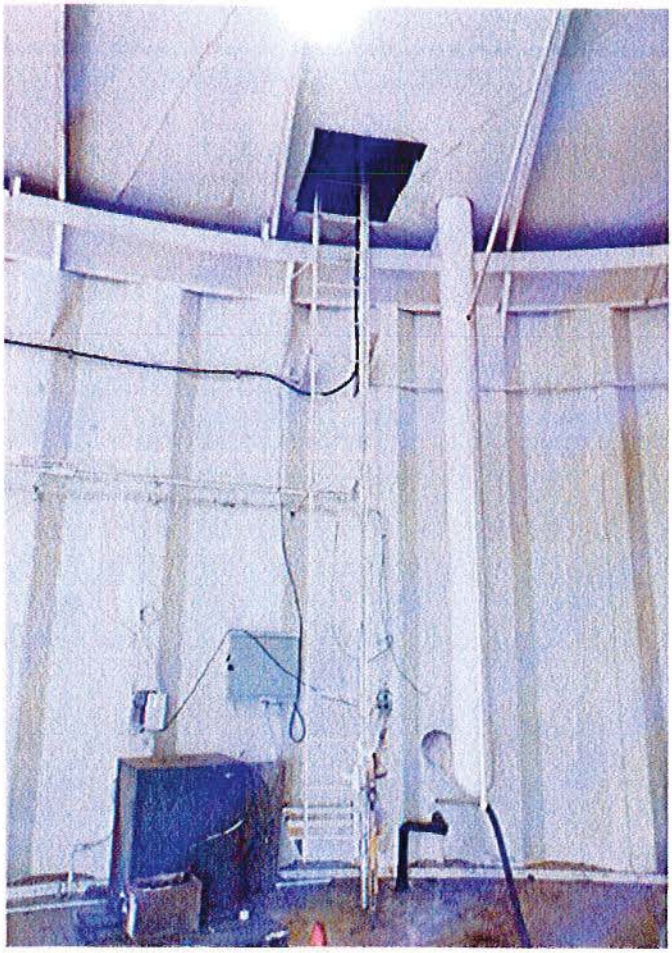
72. Riser and manhole.



73. Anchor bolt and nut on riser base plate.



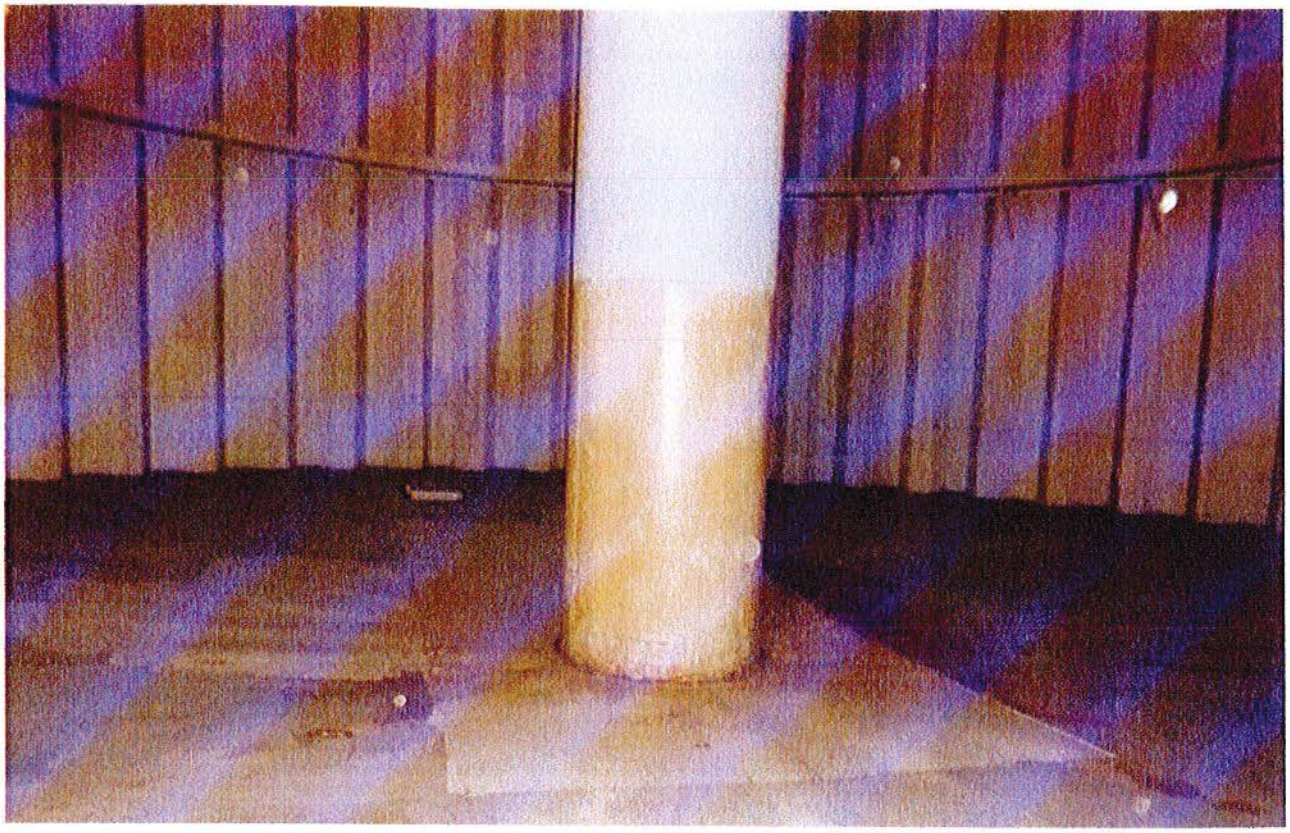
74. Anchor bolt and nut on riser base plate.



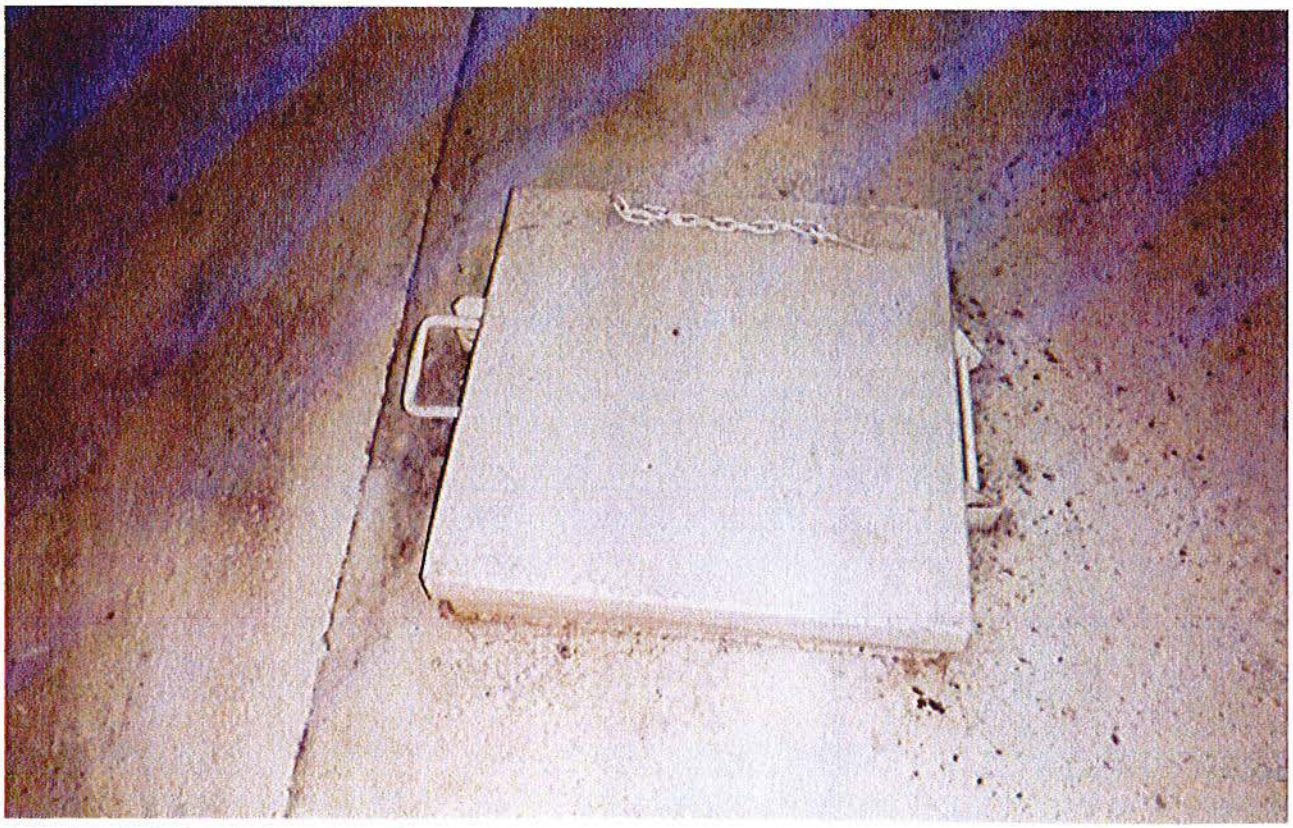
75. Pedestal ladder and overflow pipe.



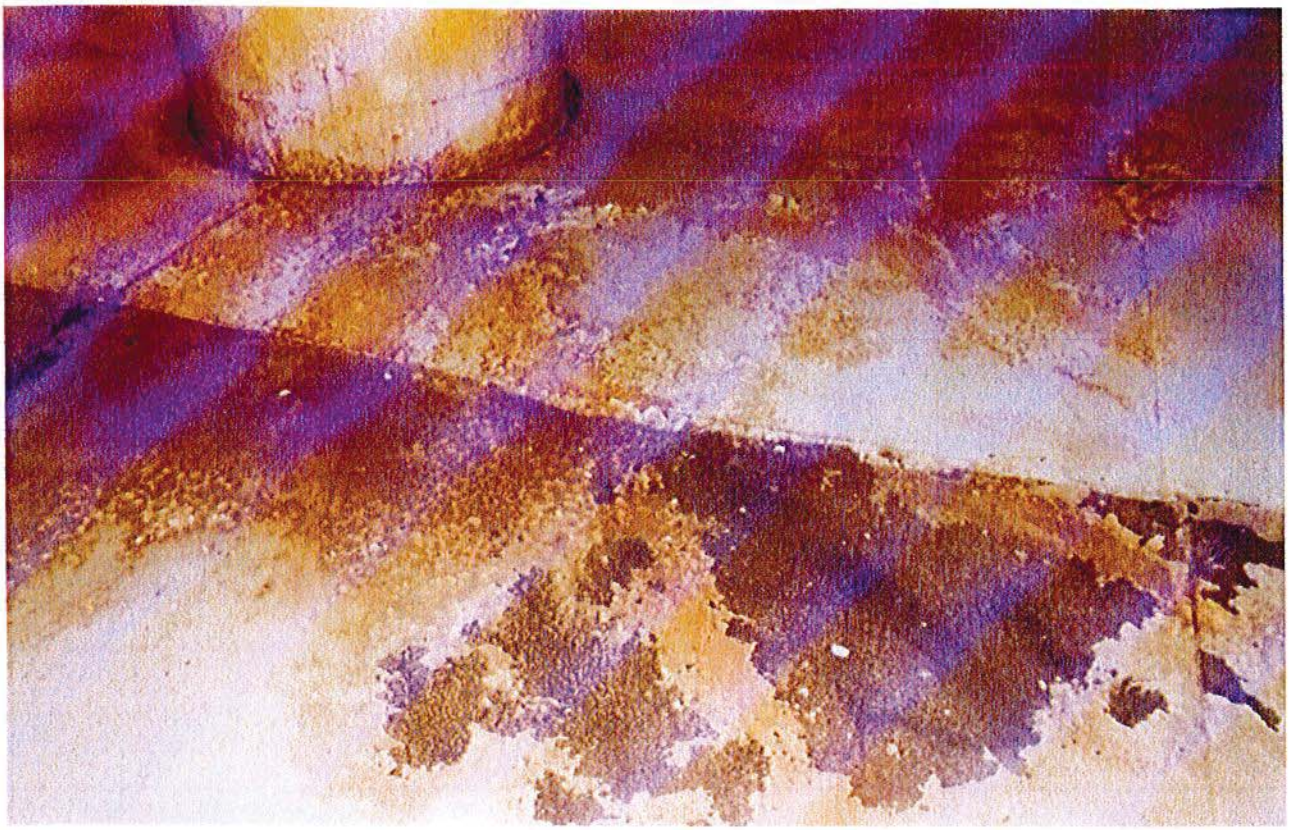
76. Access opening in condensate ceiling and pedestal ladder.



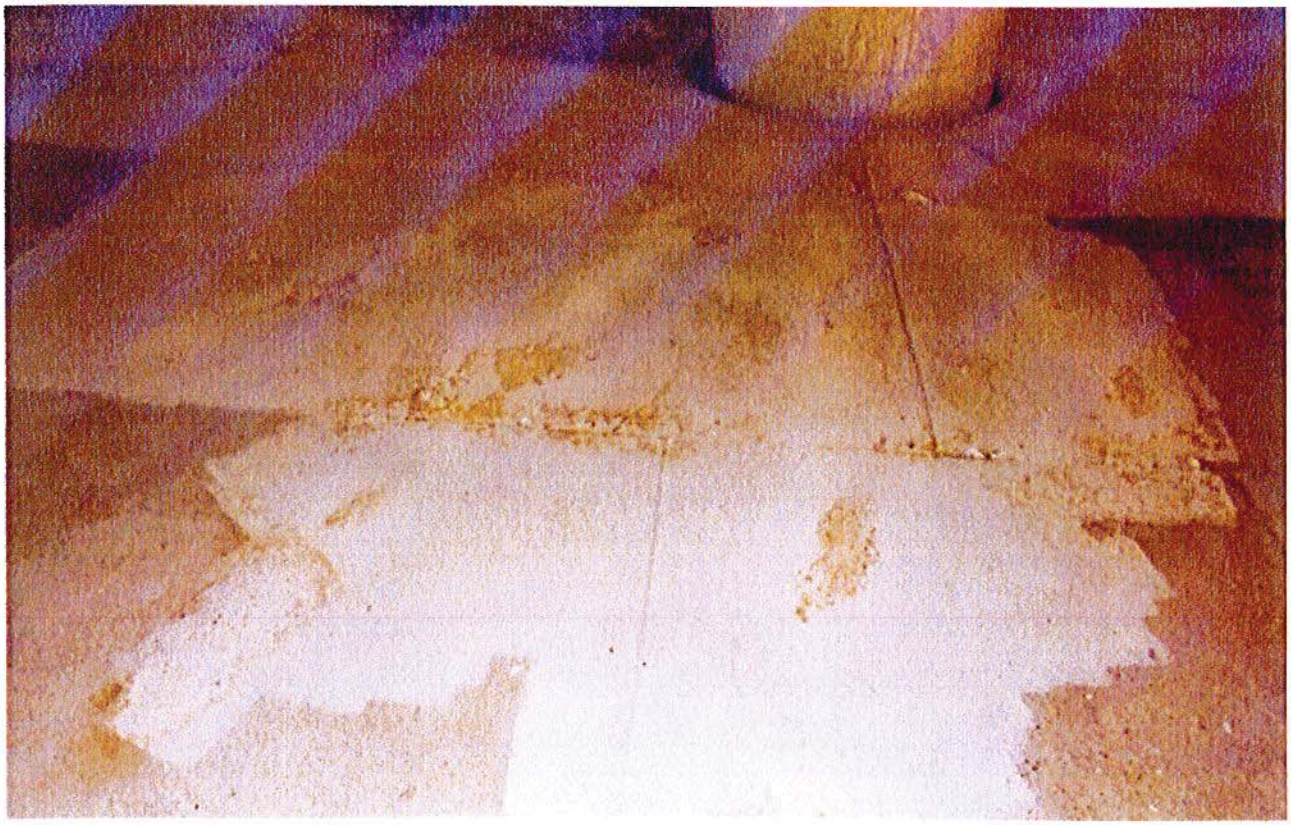
77. Riser. Note corrosion on riser and condensate ceiling.



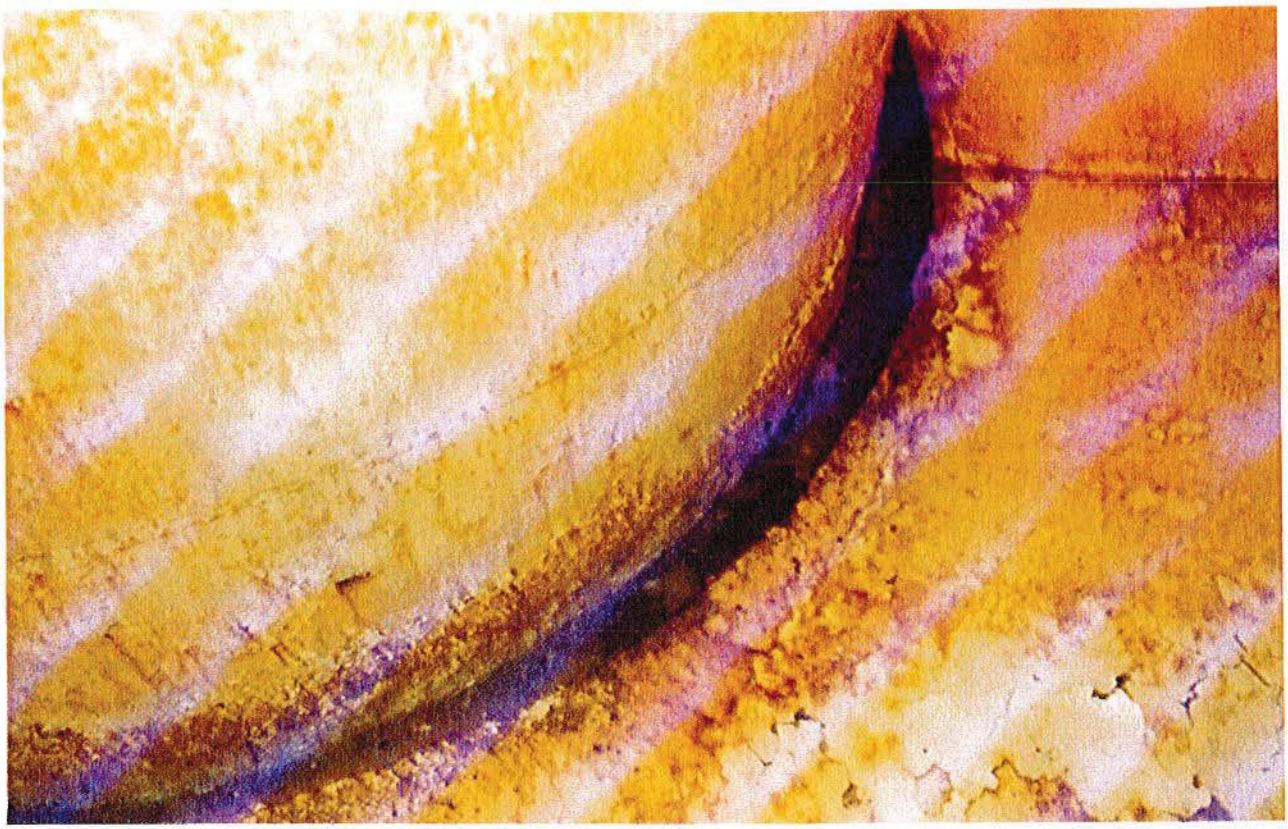
78. Manhole in condensate ceiling.



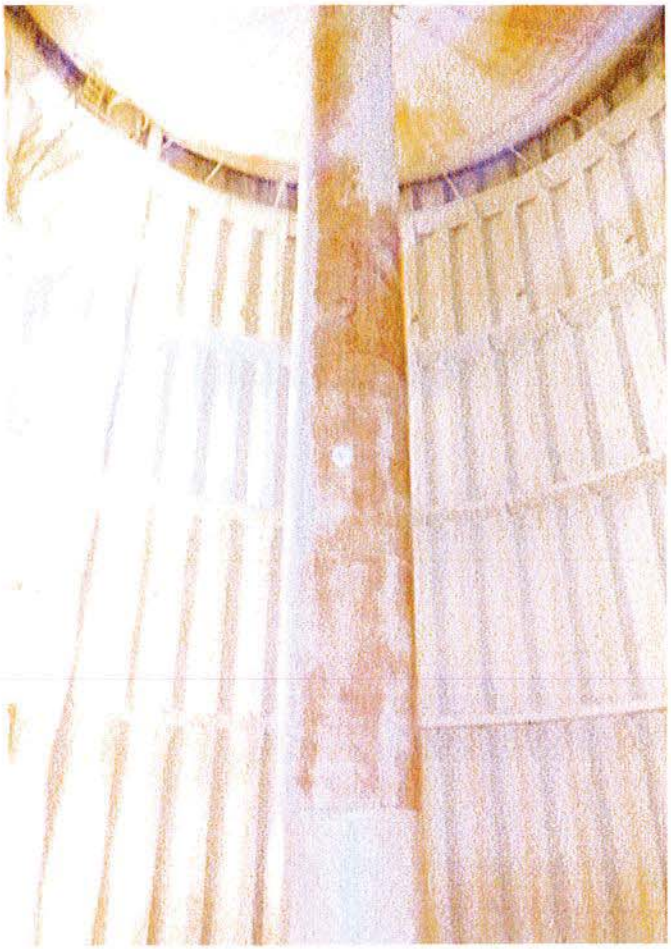
79. Coating failure and corrosion on condensate ceiling.



80. Touched up coating on condensate ceiling.



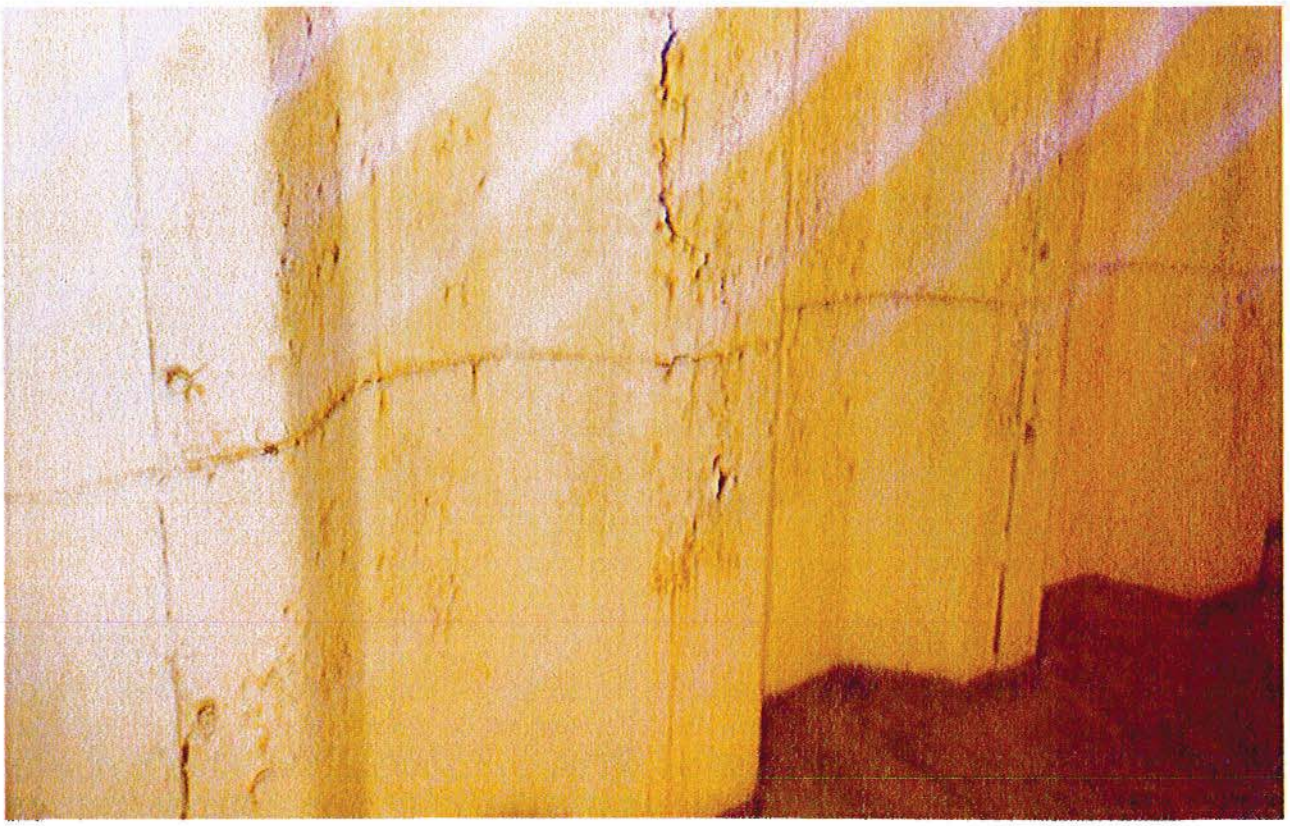
81. Riser penetration in condensate ceiling. Note coating failure and corrosion.



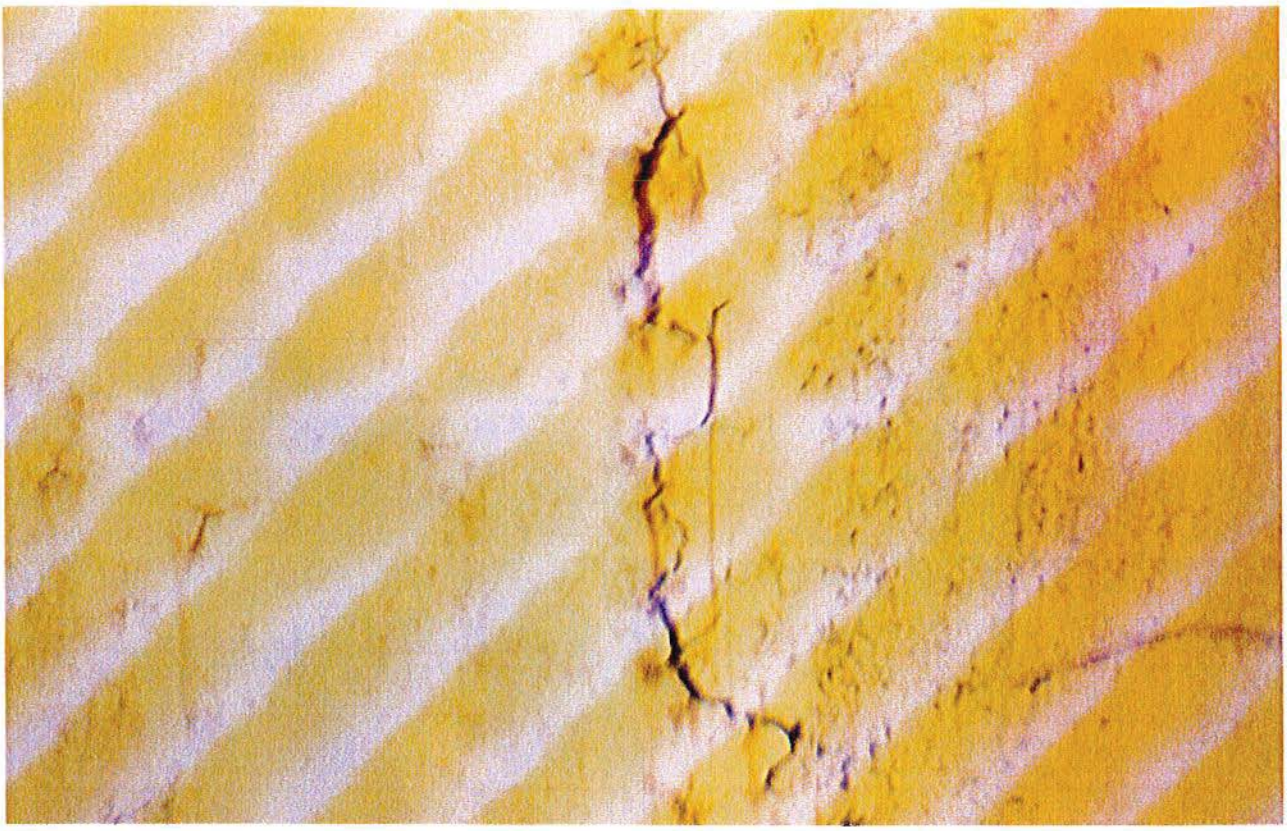
82. Riser, pedestal, radial rods, and bowl.



83. Bowl, radial rods, and riser. Note coating failure and corrosion.



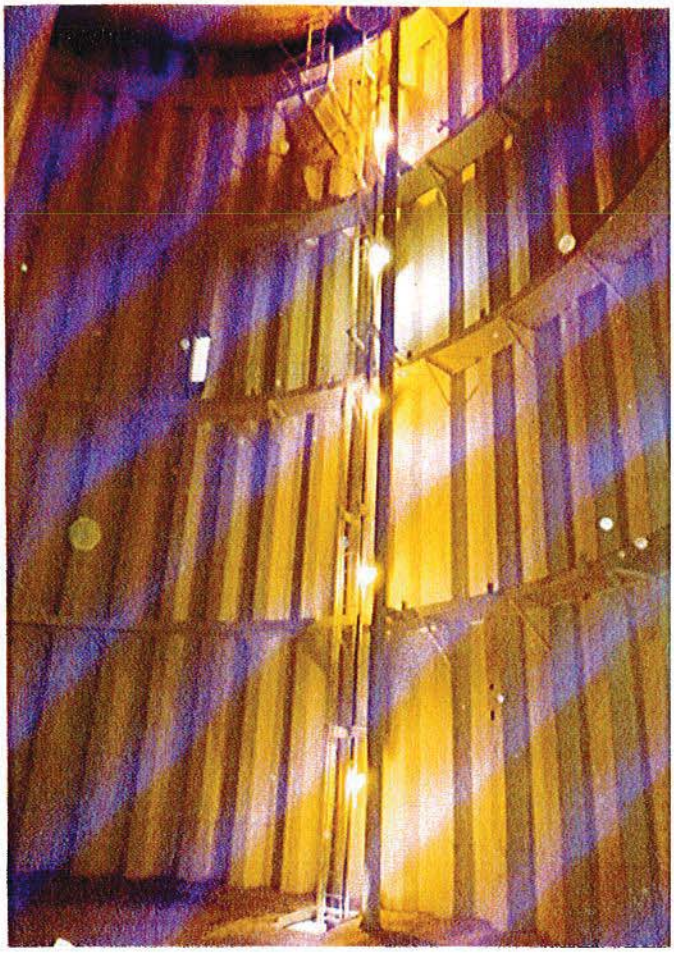
84. Pedestal. Note coating failure and corrosion.



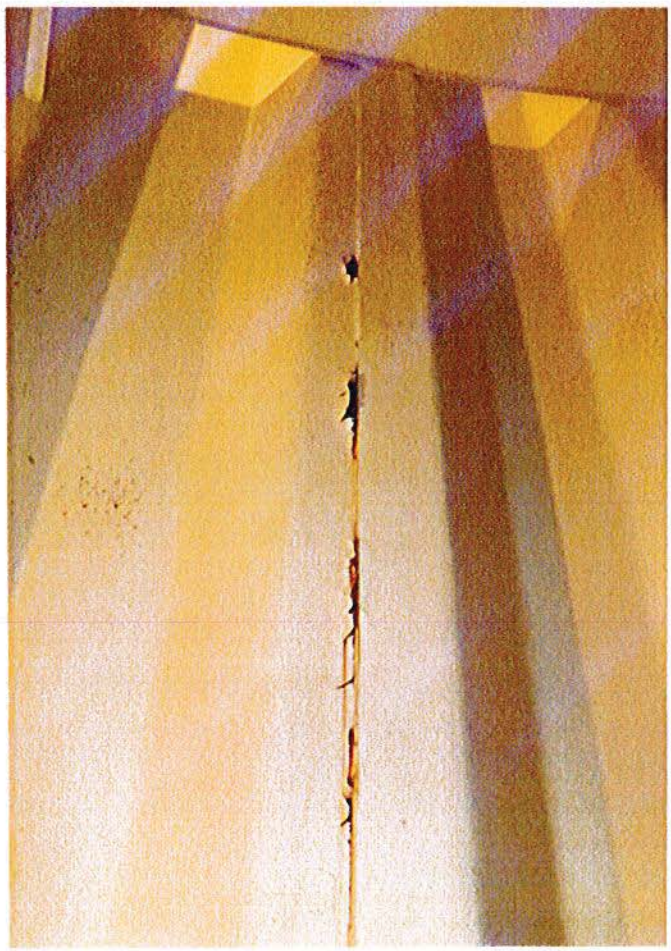
85. Pedestal. Note coating failure and corrosion.



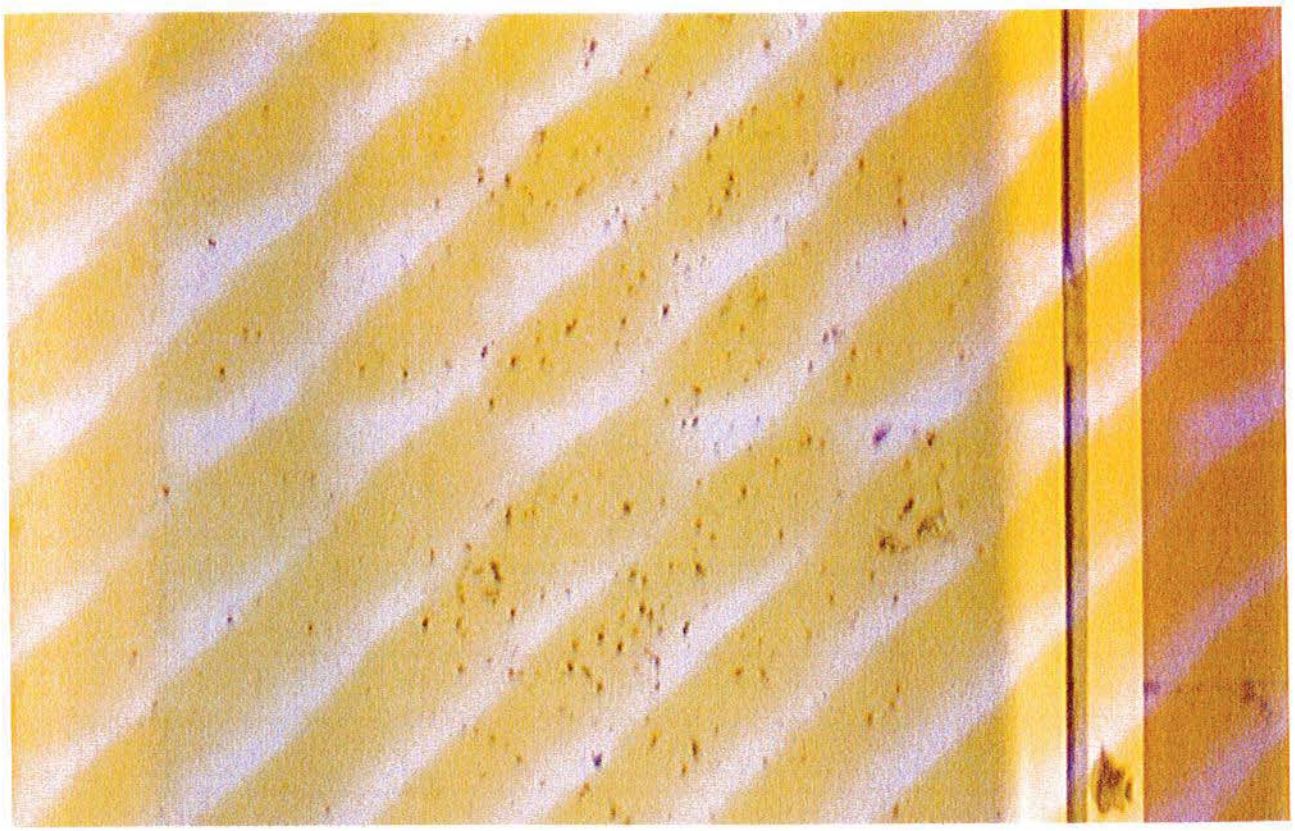
86. Pedestal. Note coating failure and corrosion.



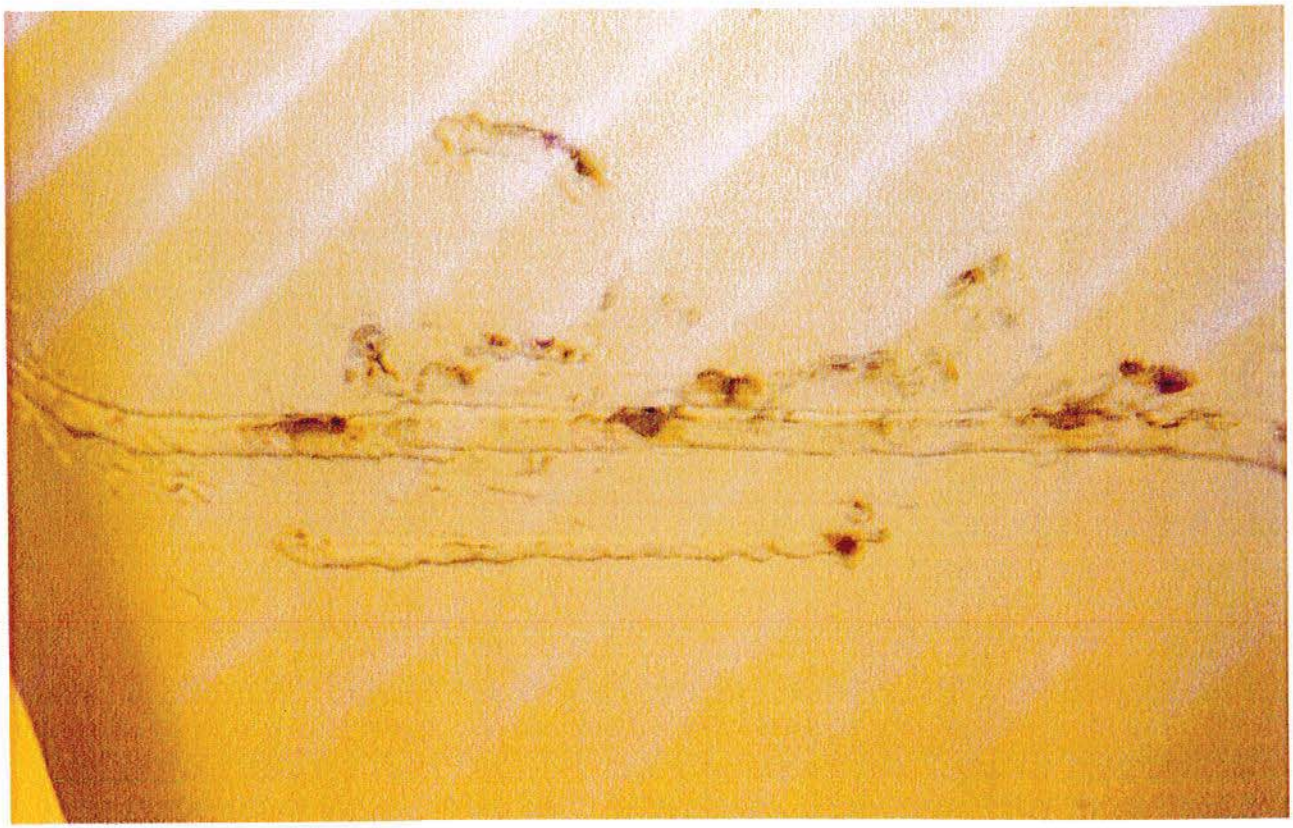
87. Pedestal ladder, light fixtures, and platform.



88. Pedestal. Note coating failure and corrosion.



89. Pedestal. Note coating failure and corrosion.



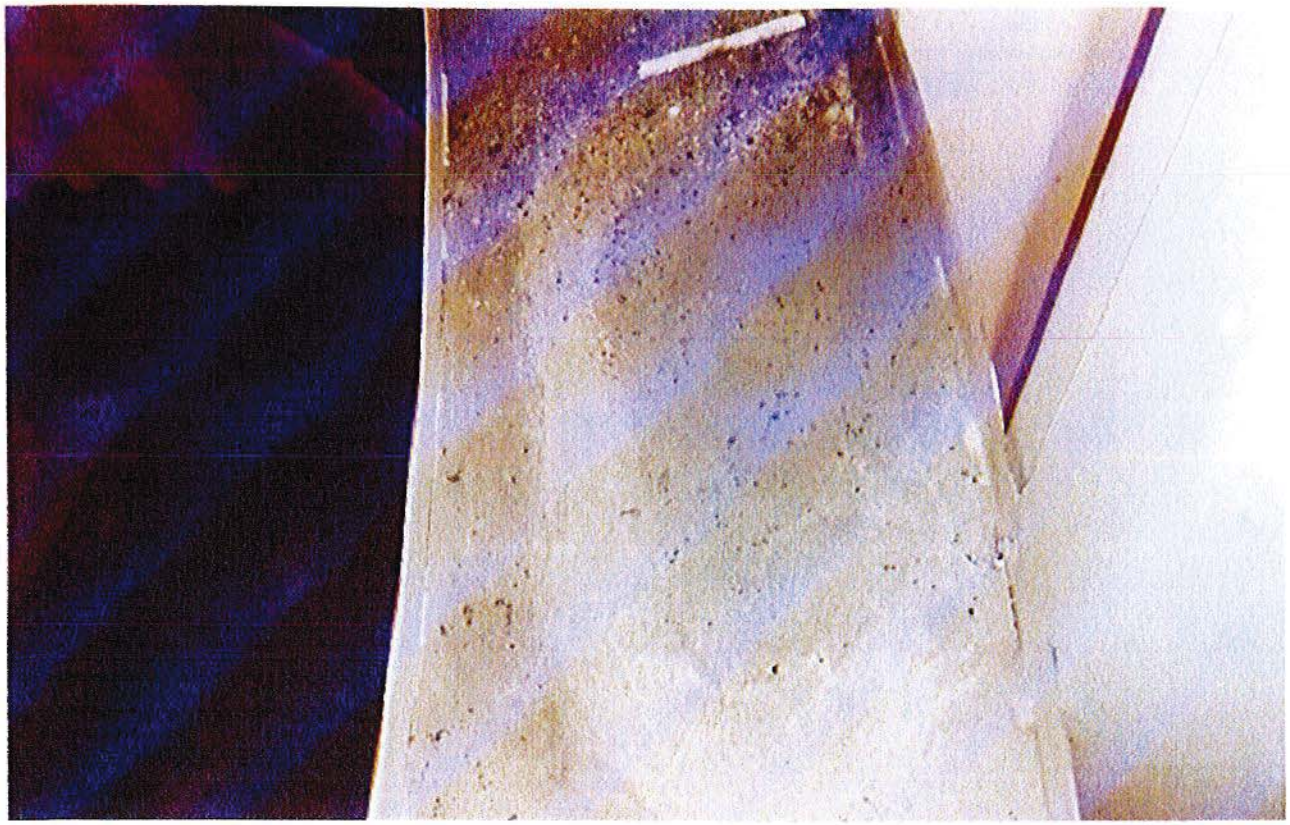
90. Pedestal. Note coating failure and corrosion on welds.



91. Pedestal stiffener. Note coating failure and corrosion.



92. Pedestal stiffener.



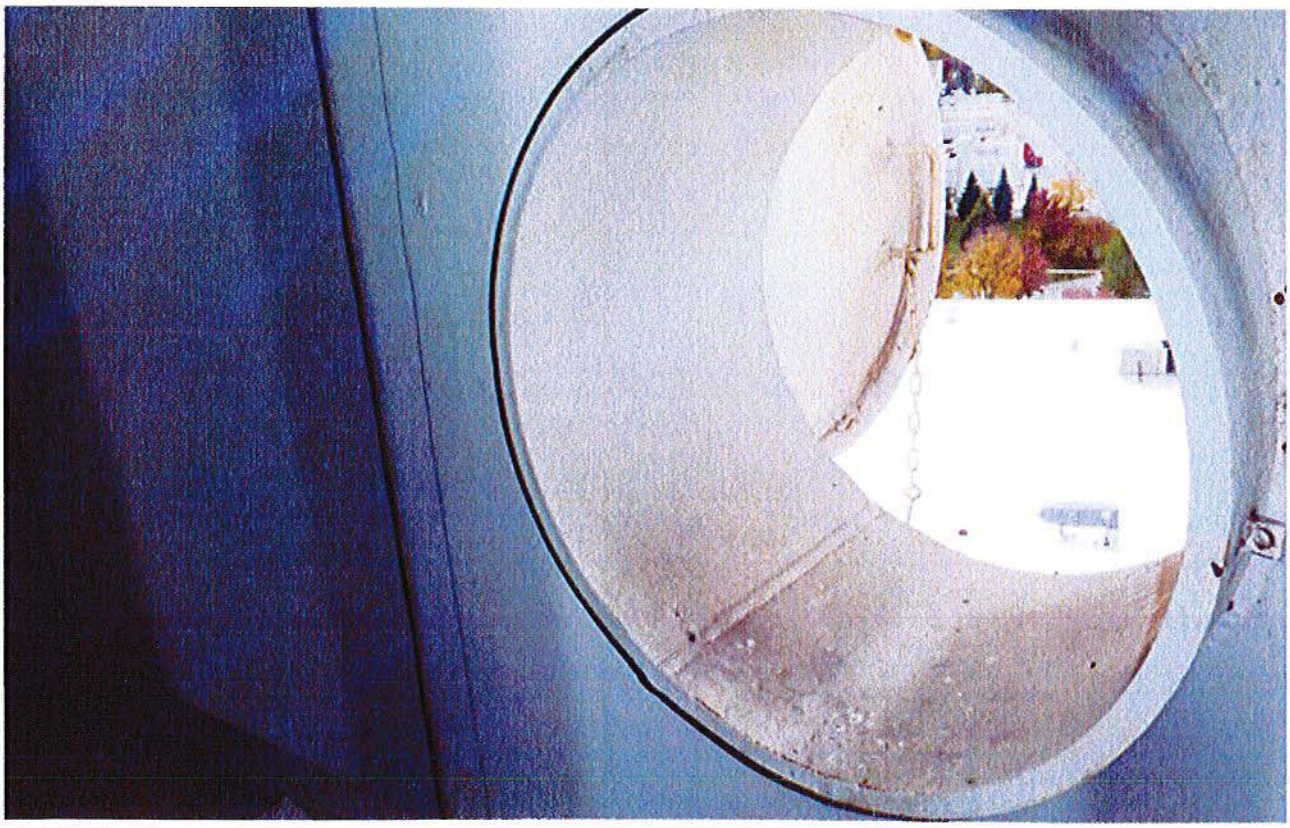
93. Pedestal stiffener.



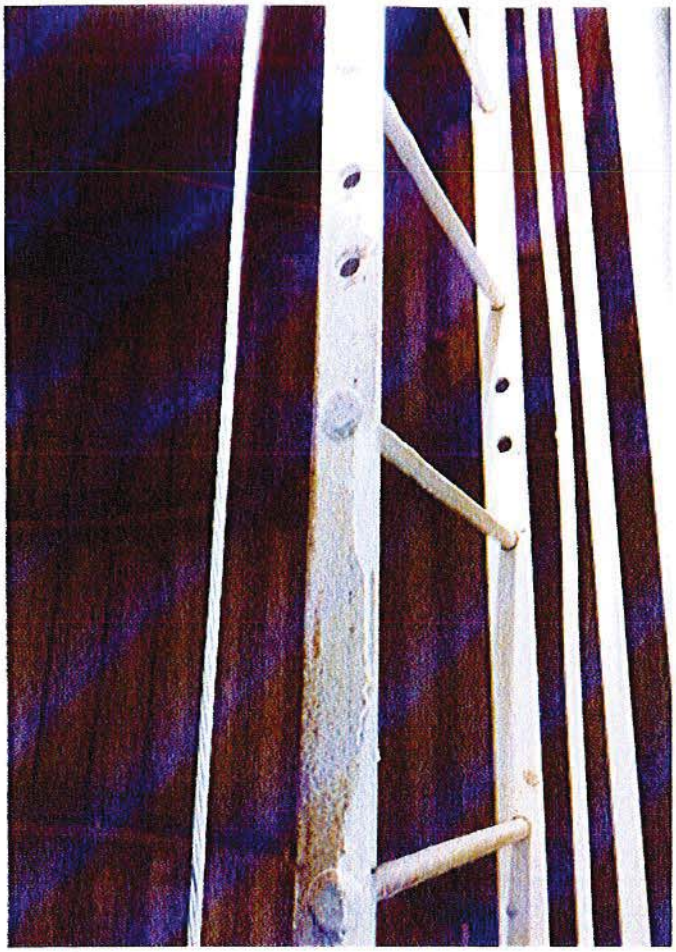
94. Louvred vent without screening.



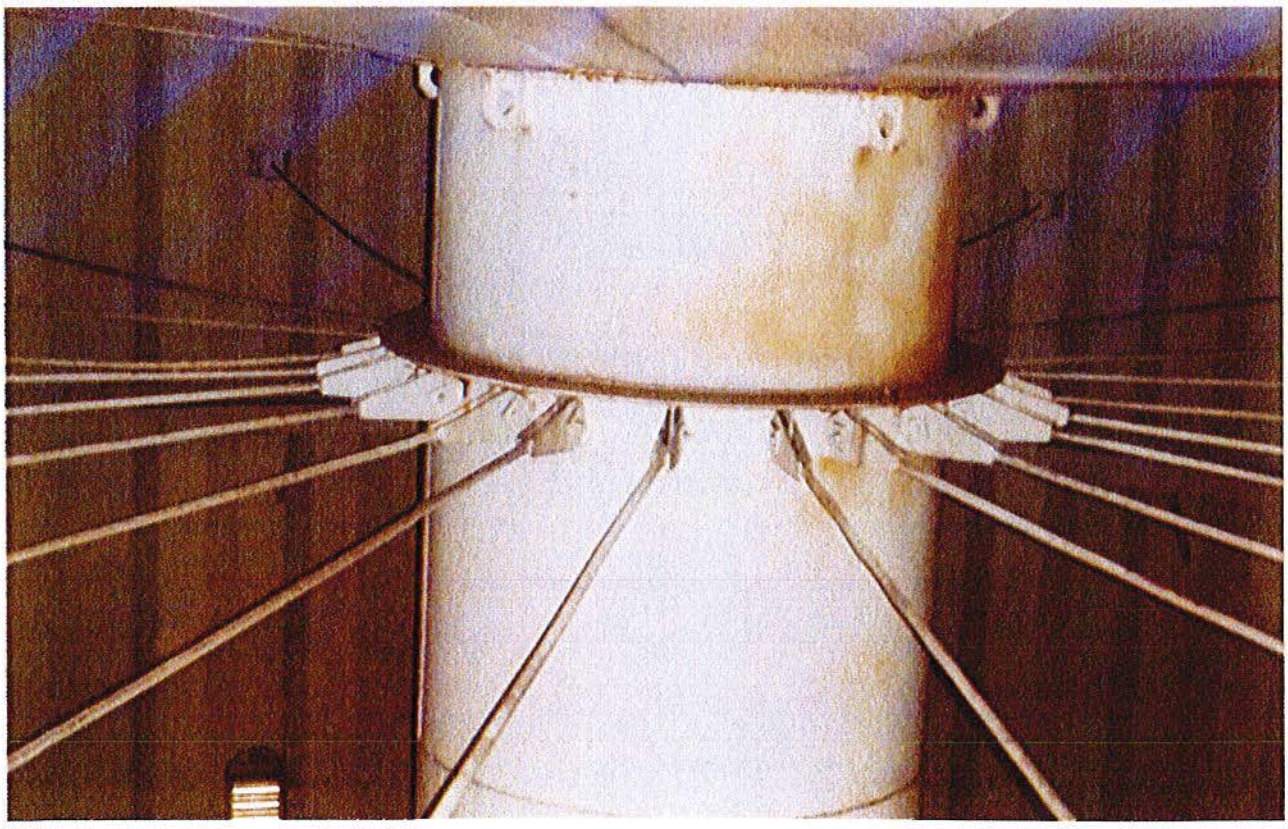
95. Louvred vent. Note coating failure and corrosion.



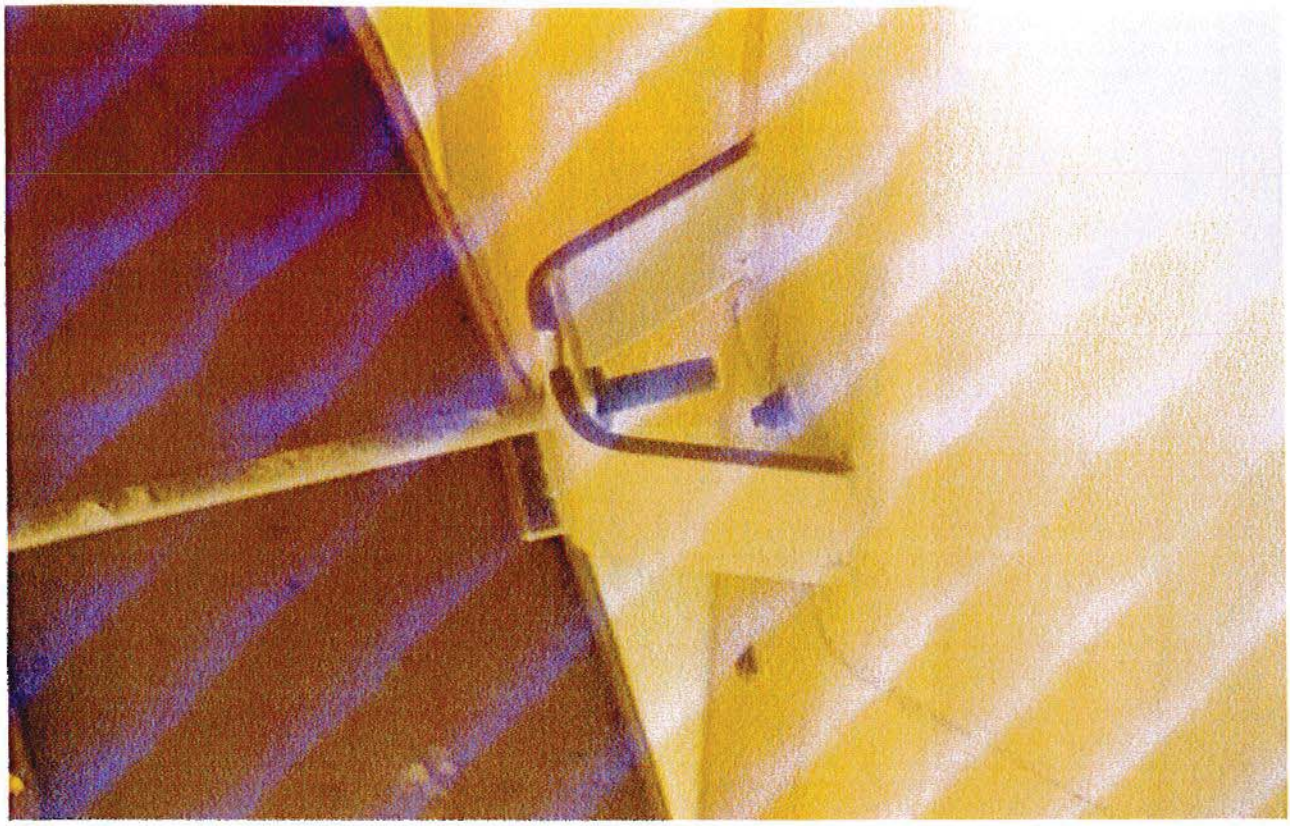
96. Painter's manhole.



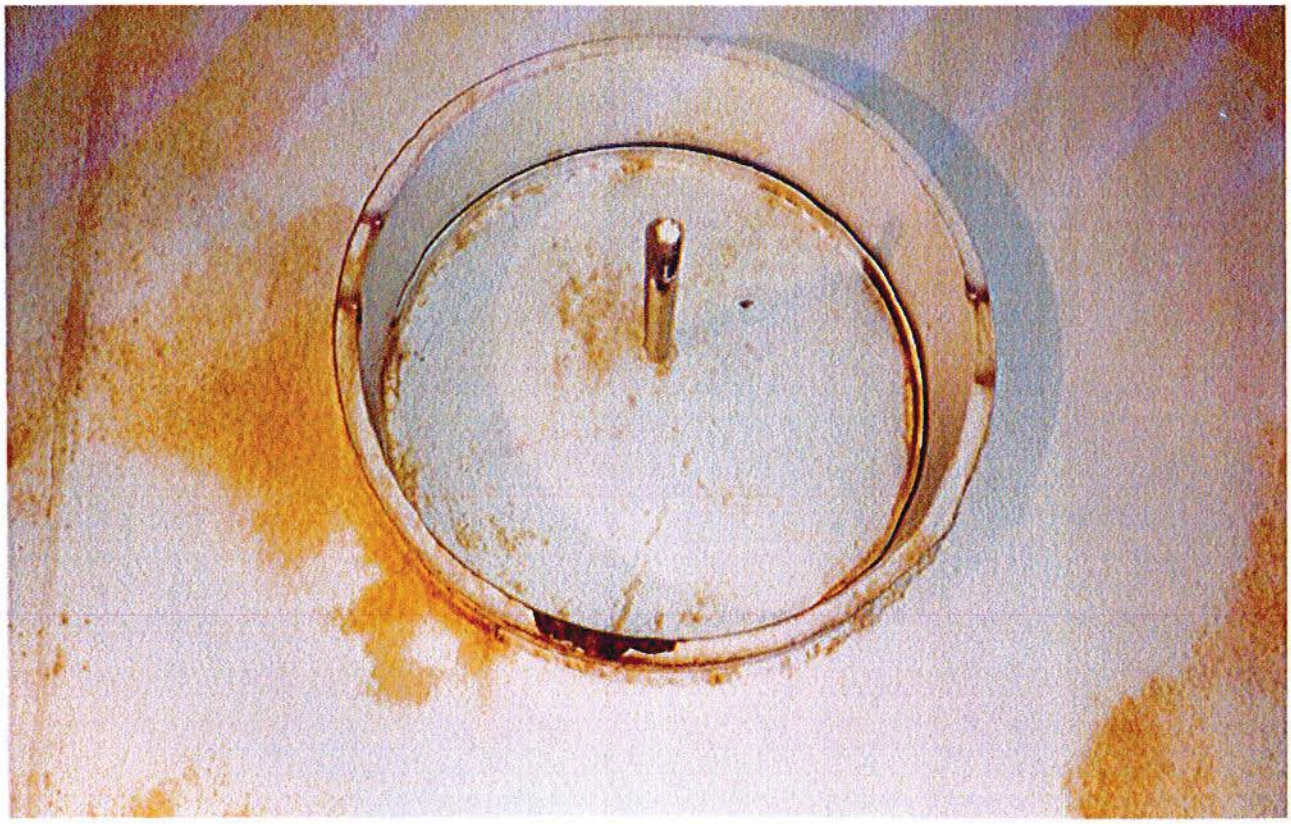
97. Pedestal ladder.



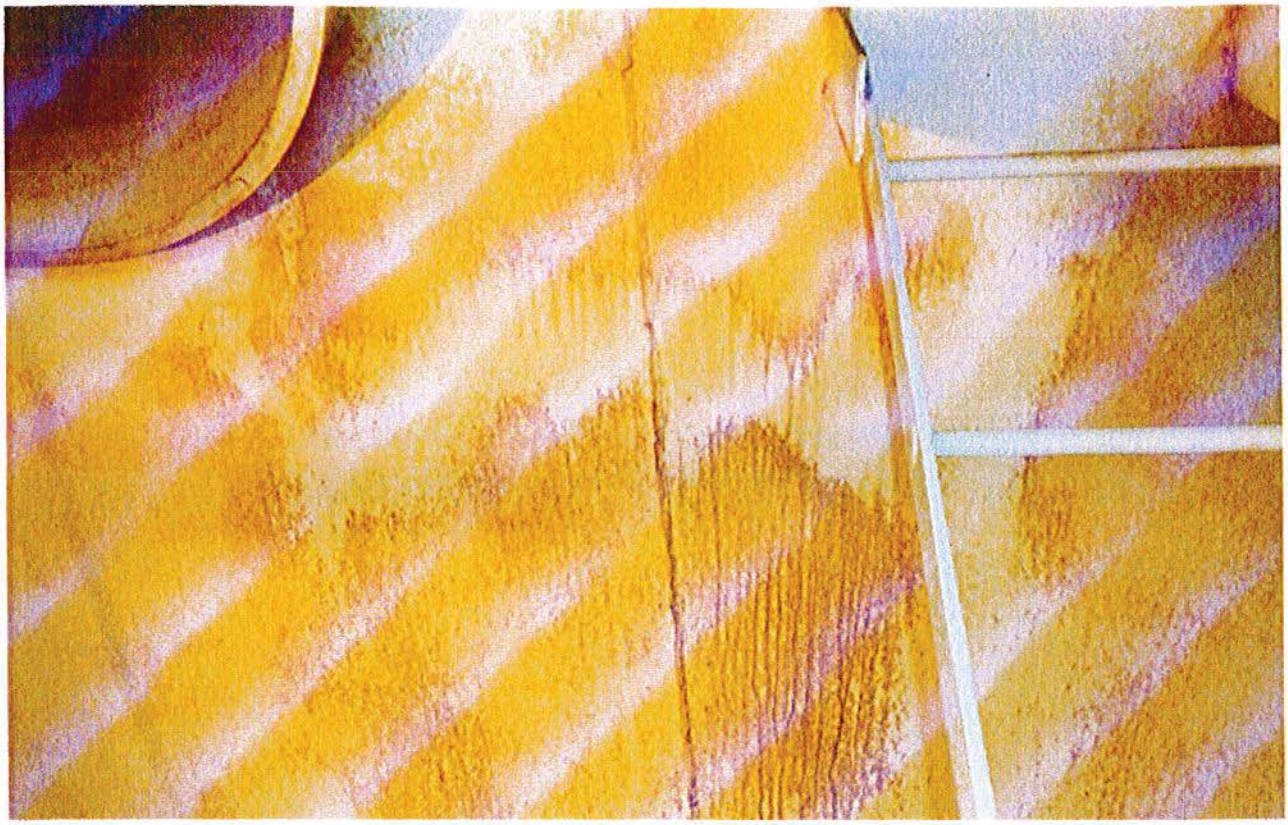
98. Riser and radial rods. Note coating failure and corrosion.



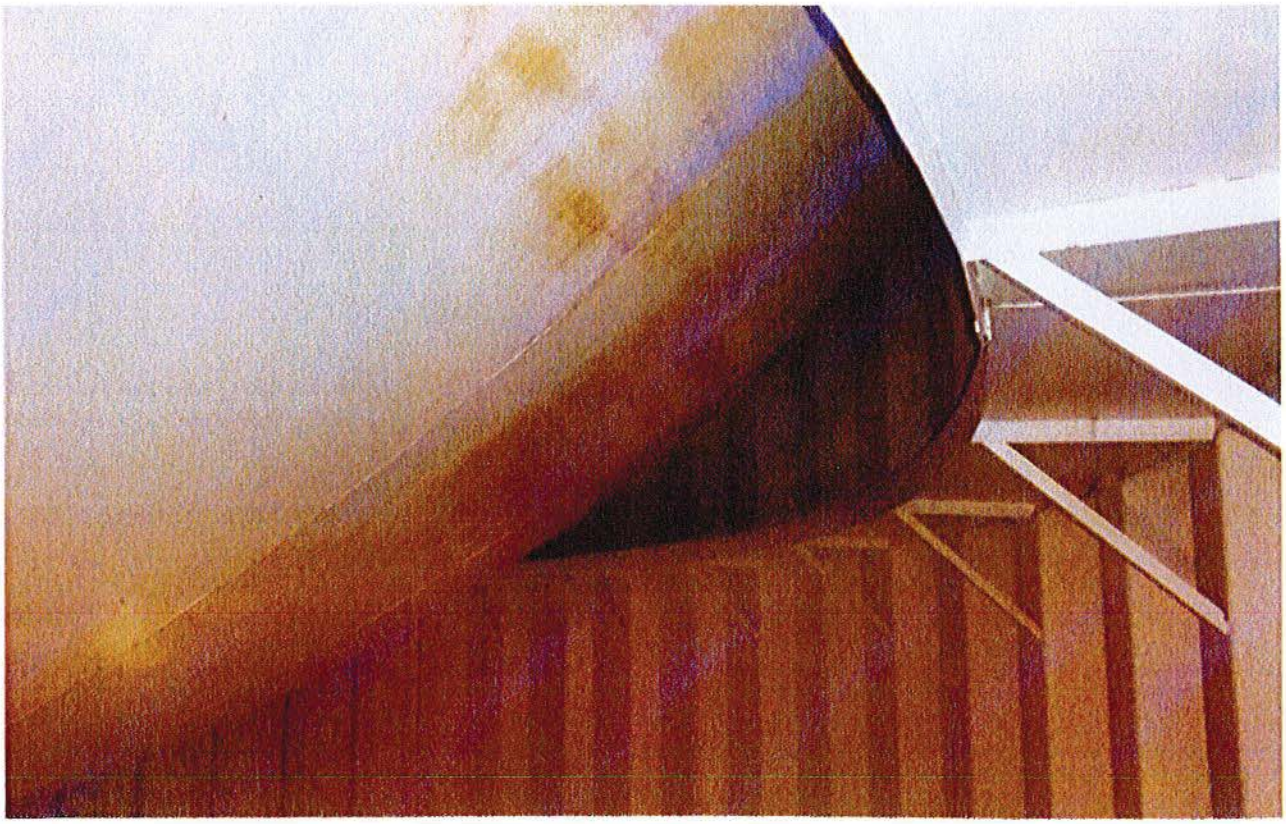
99. Radial rod connection at pedestal.



100. Painter's manhole in pedestal. Note coating failure and corrosion.



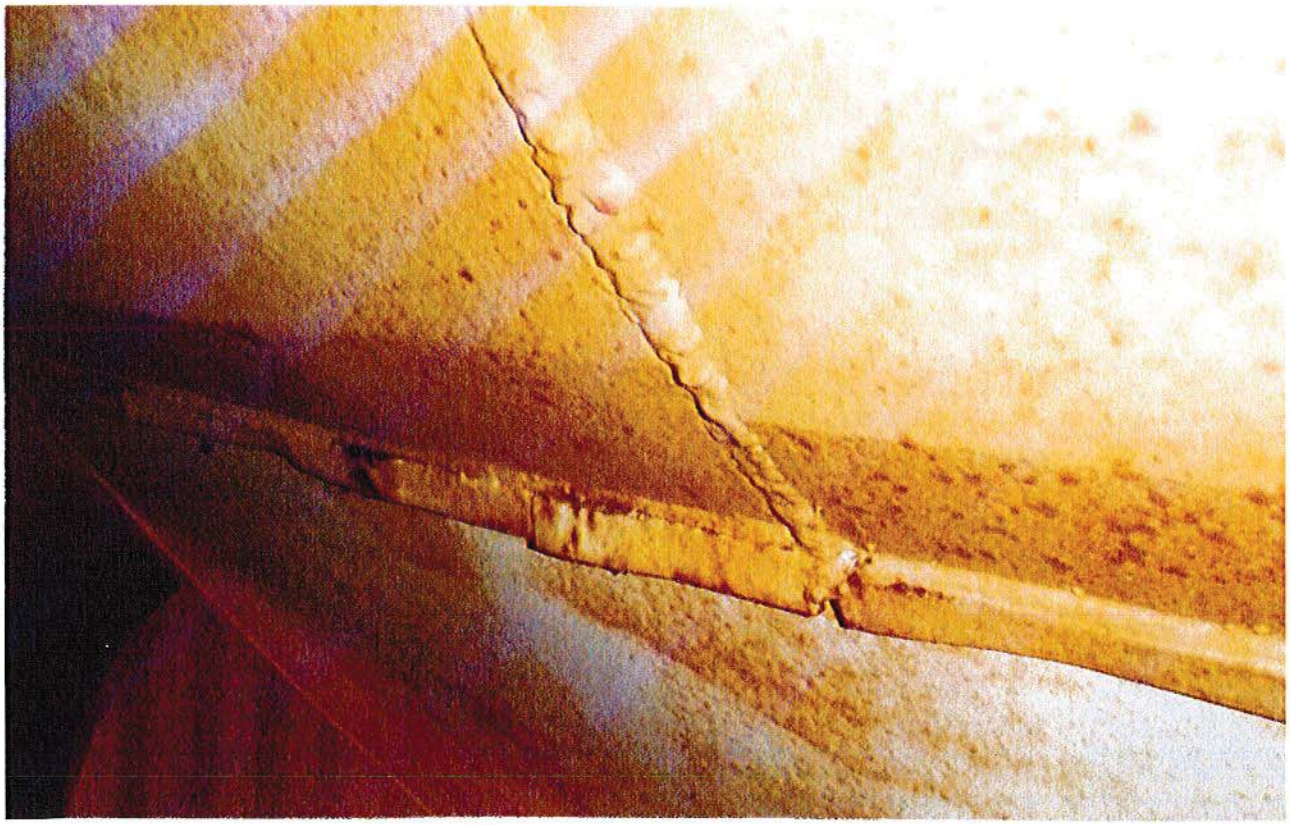
101. Ventilation manhole in bowl. Note coating failure and corrosion.



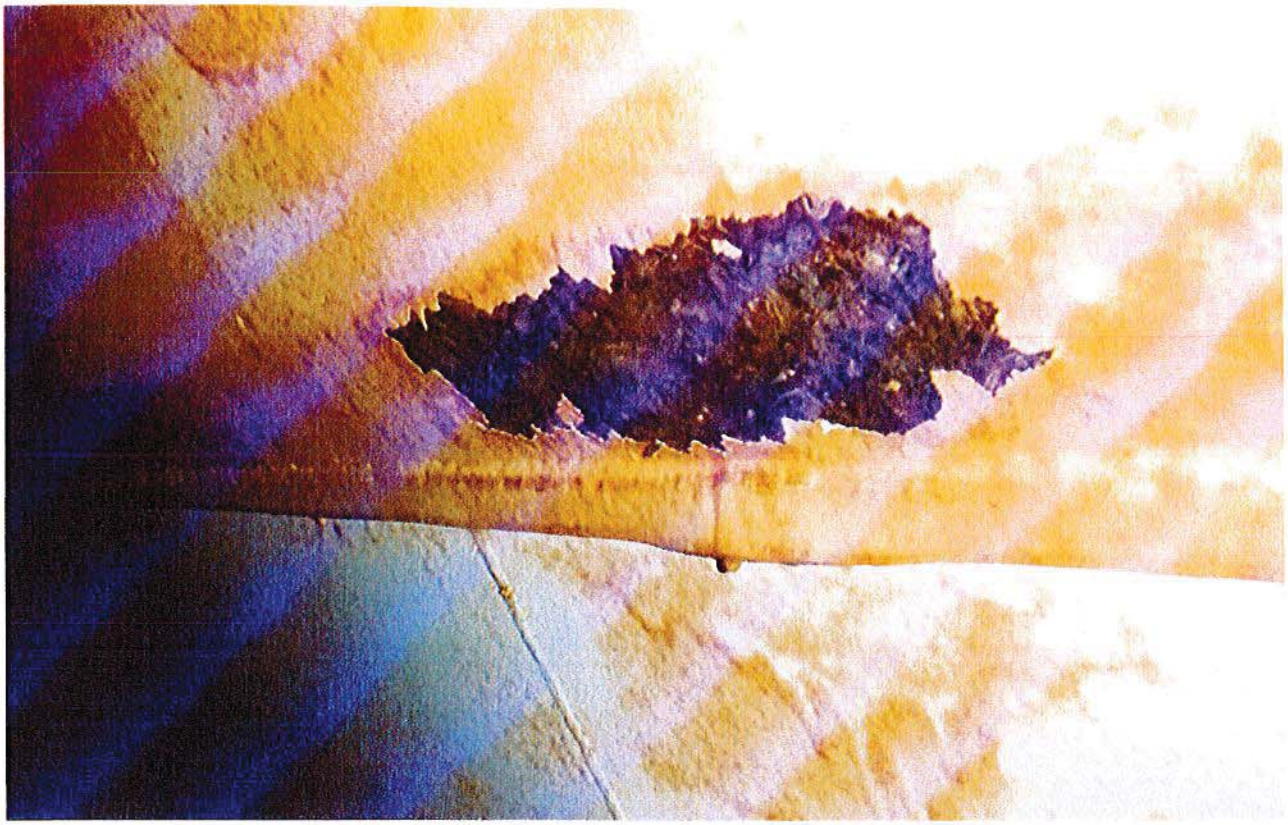
102. Bowl, pedestal, and stiffener. Note coating failure and corrosion.



103. Bowl. Note coating failure and corrosion.



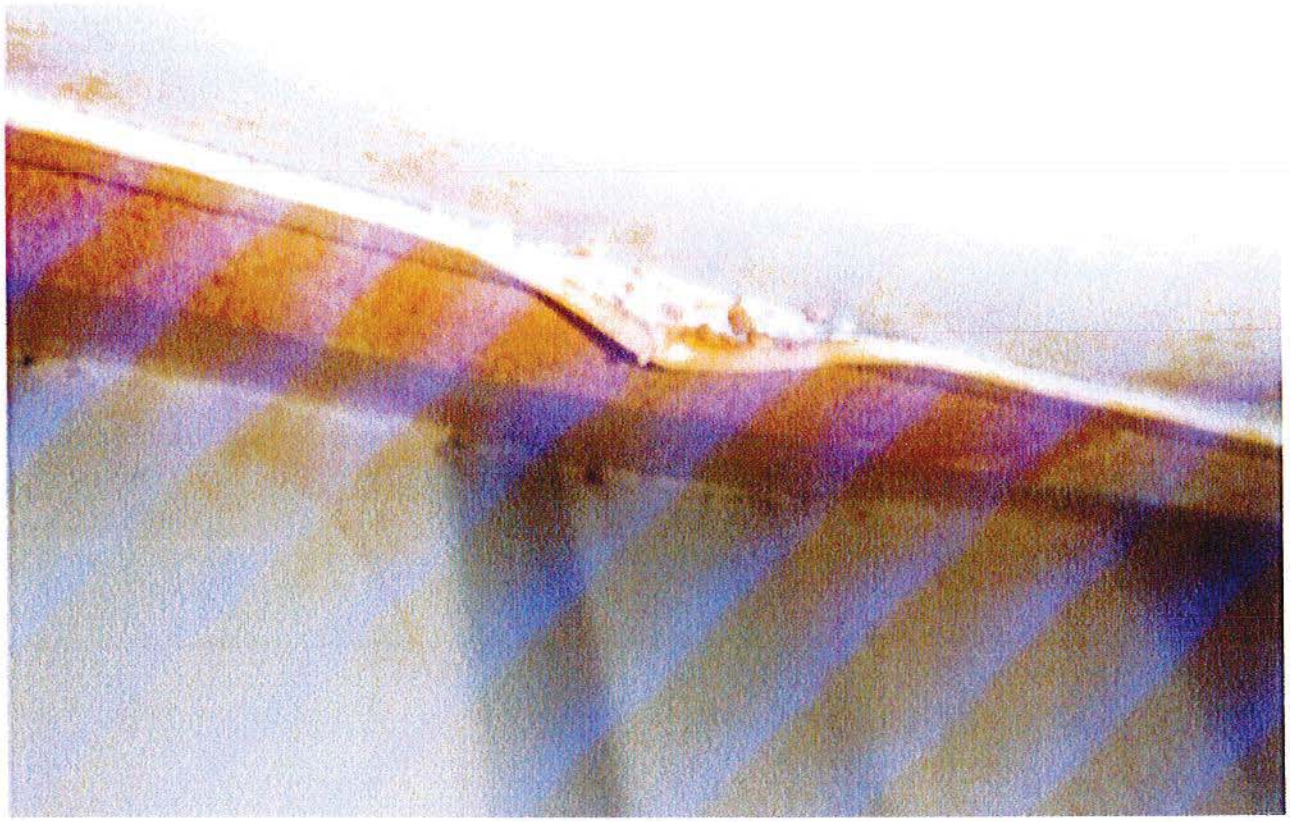
104. Bowl. Note coating failure and corrosion.



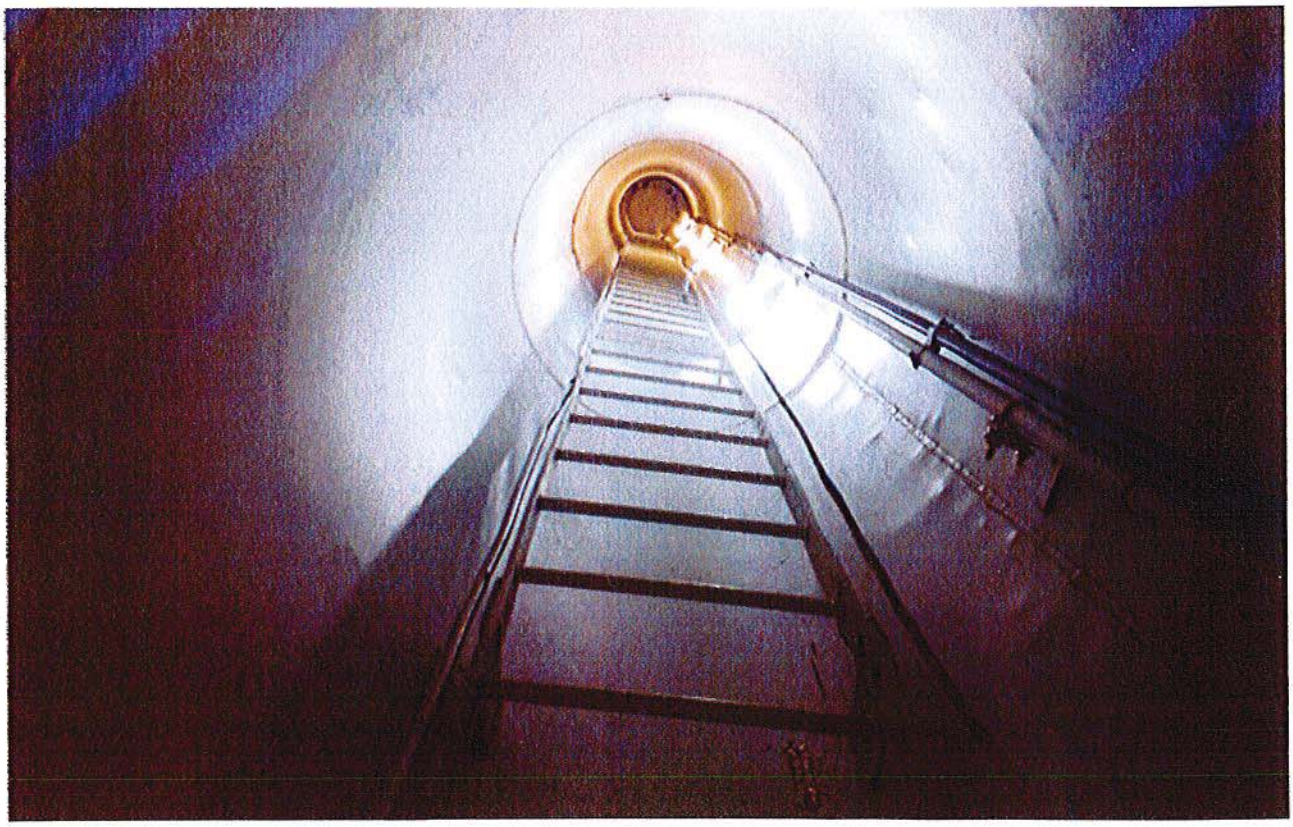
105. Bowl. Note coating failure and corrosion.



106. Bowl. Note coating failure and corrosion.



107. Bowl. Note coating failure and corrosion.



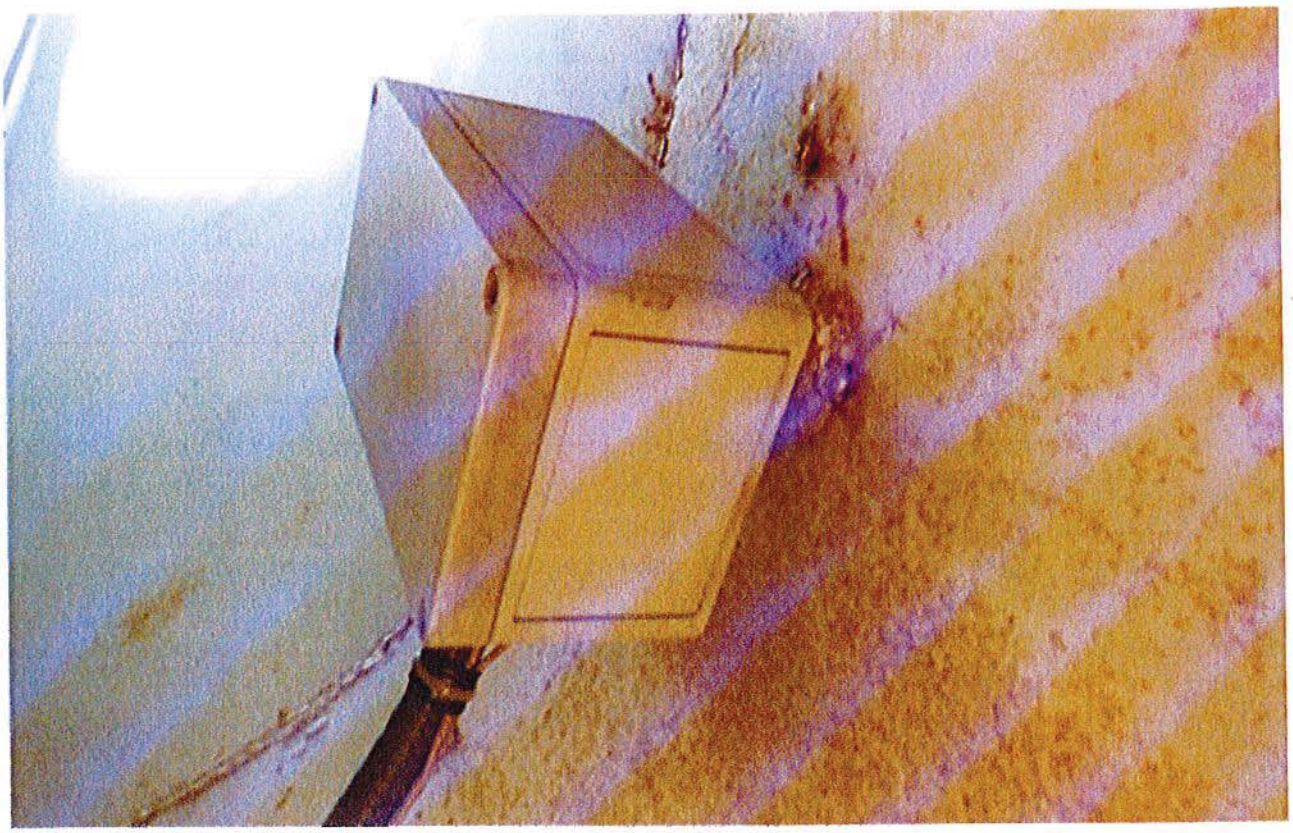
108. Access tube and ladder.



109. Access tube. Note coating failure and corrosion.



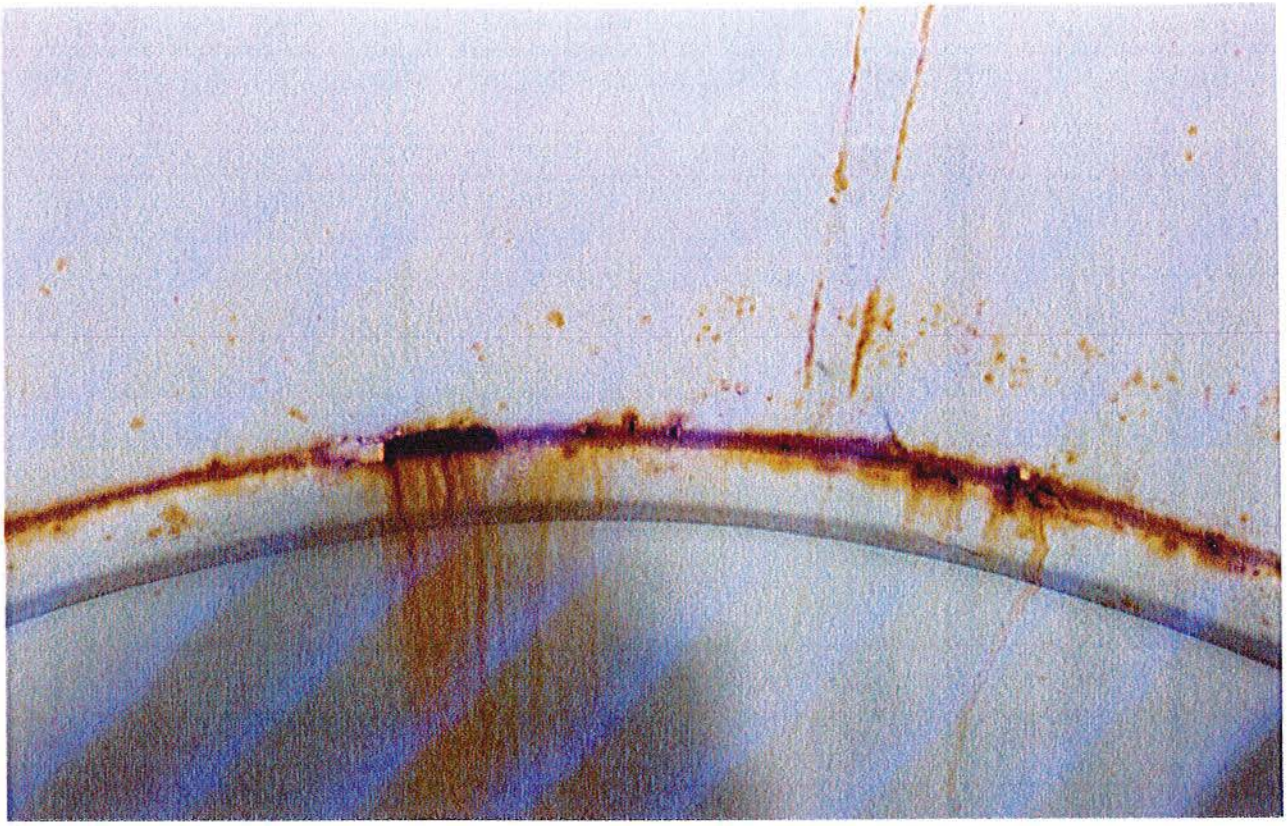
110. Access tube, conduit, and cable. Note coating failure and corrosion.



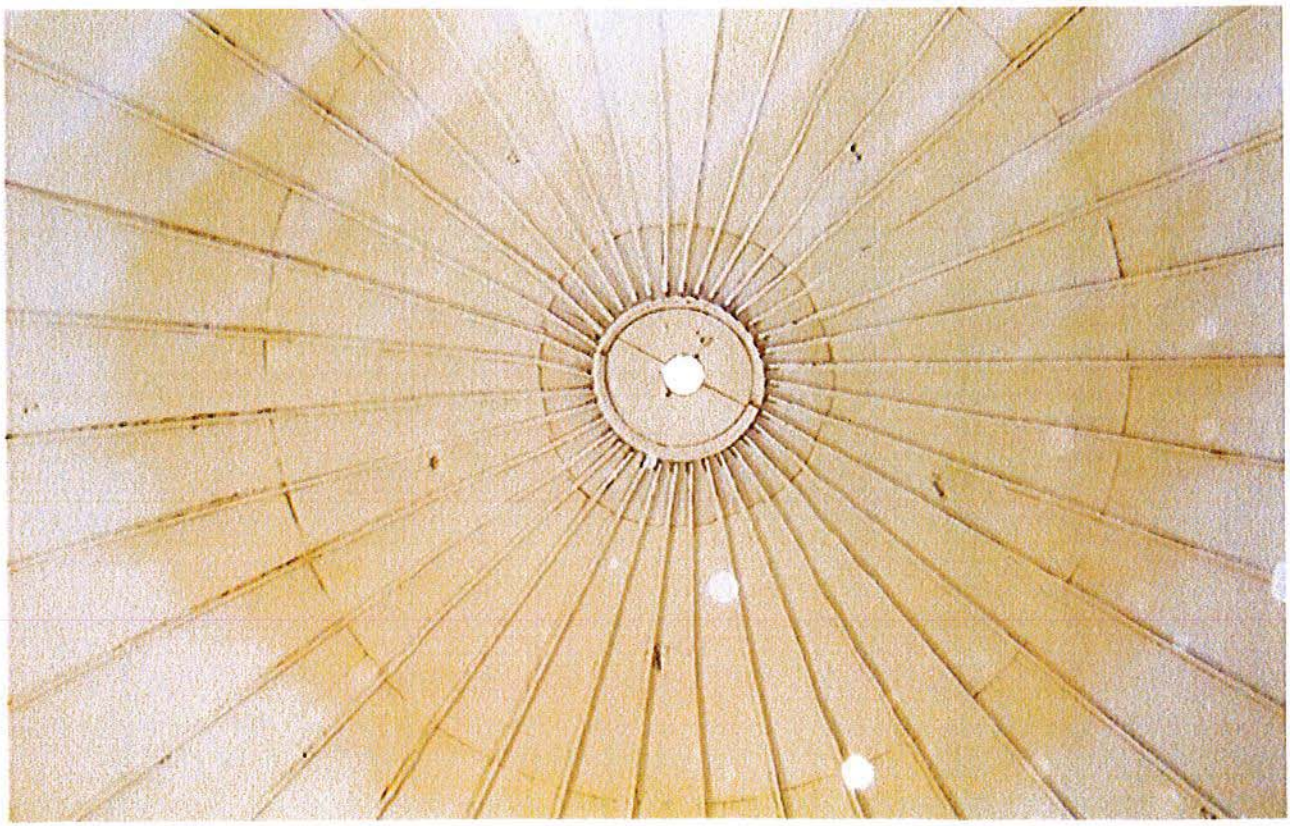
111. Cathodic protection cabinet in access tube.



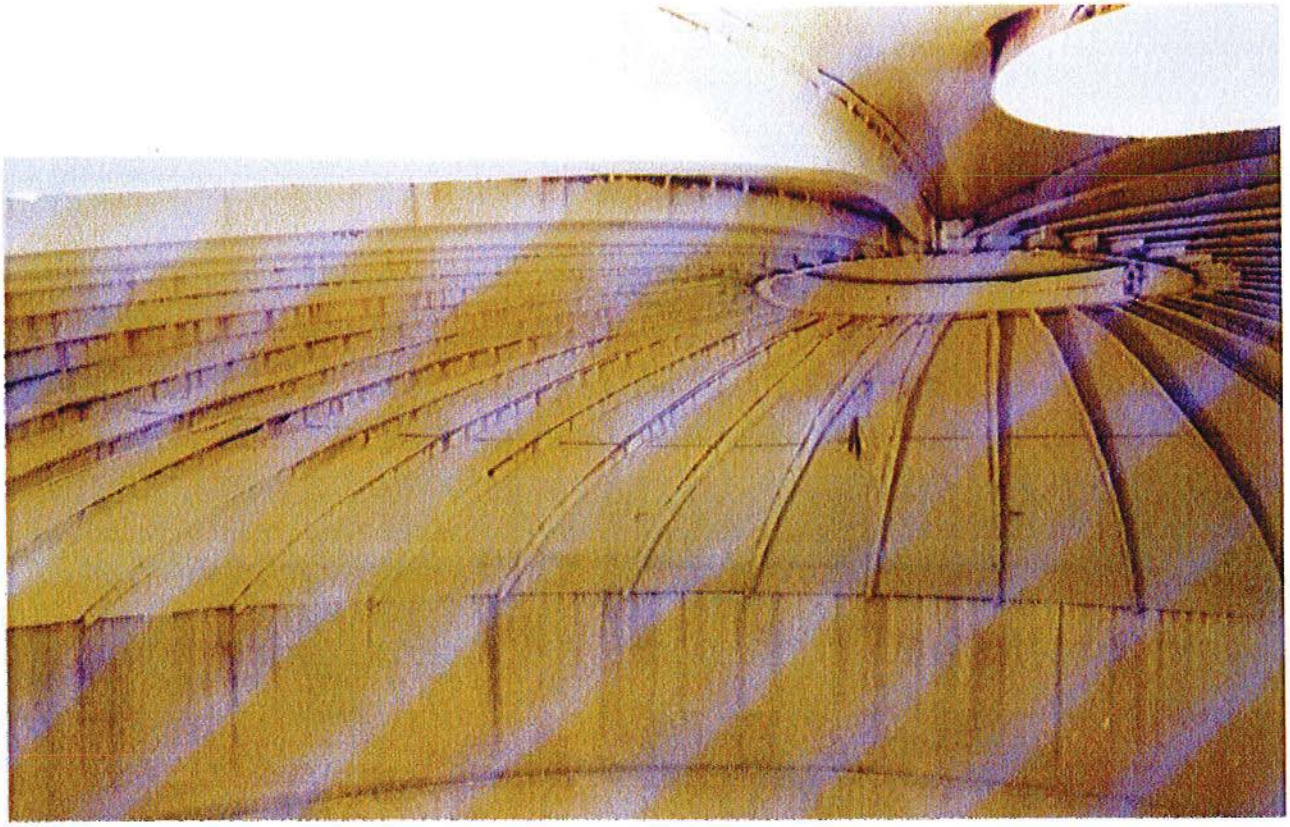
112. Access tube. Note coating failure and corrosion.



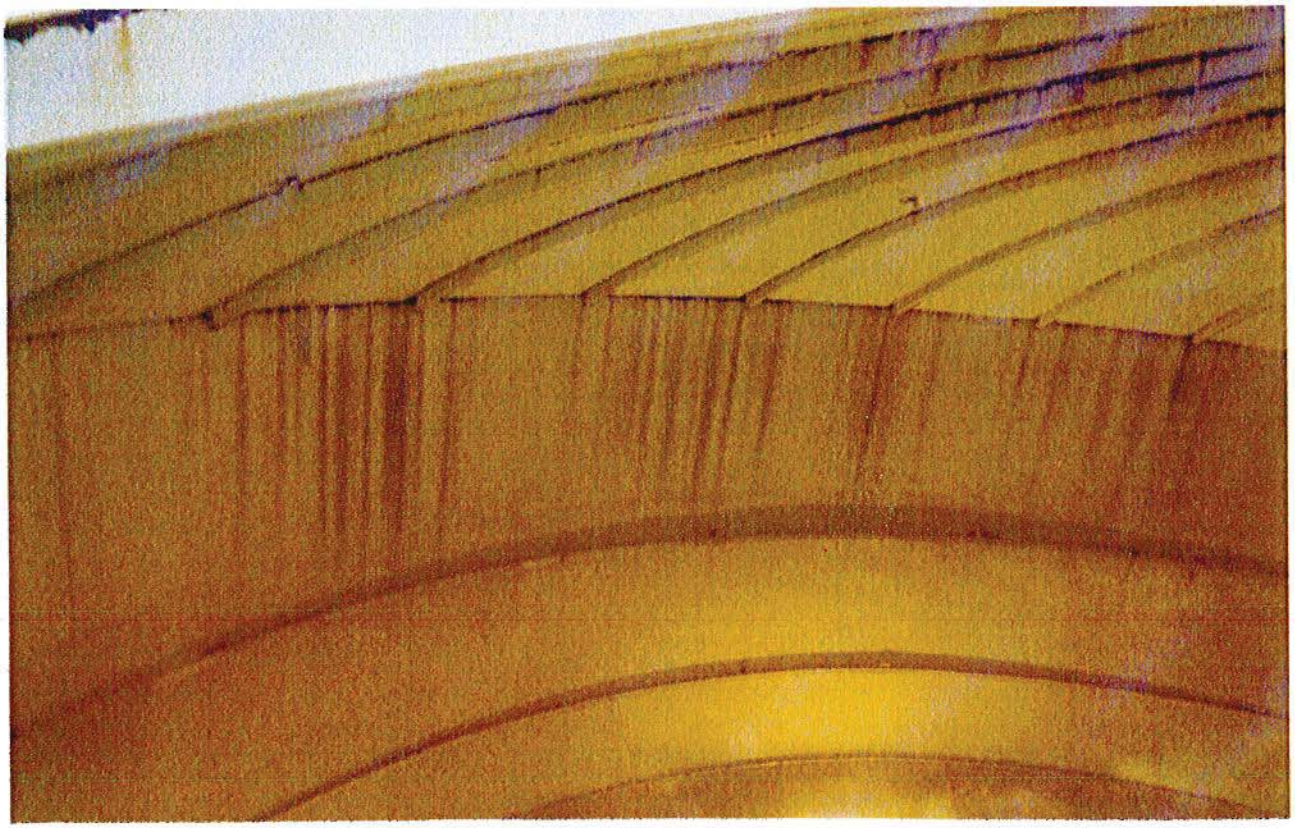
113. Access tube. Note coating failure and corrosion.



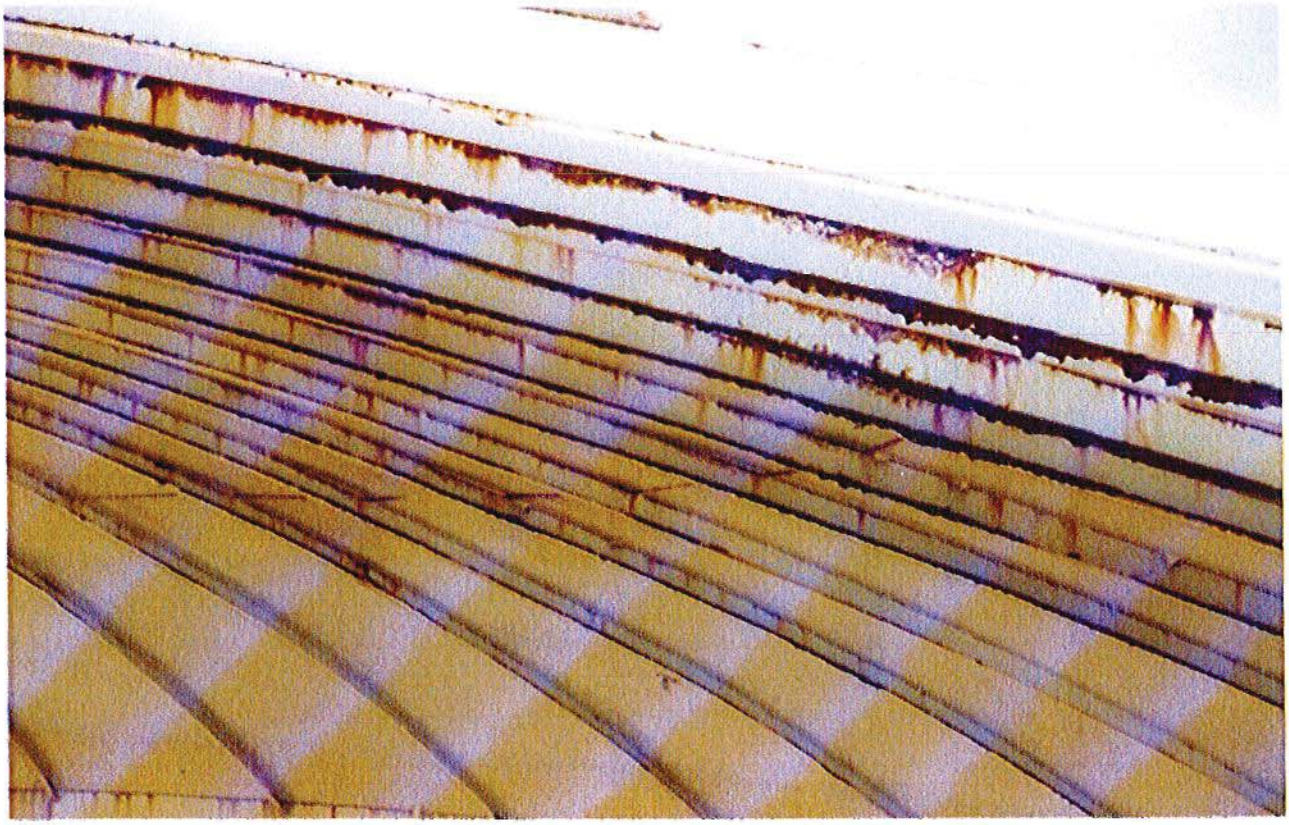
114. Interior roof and roof support structure. Note staining.



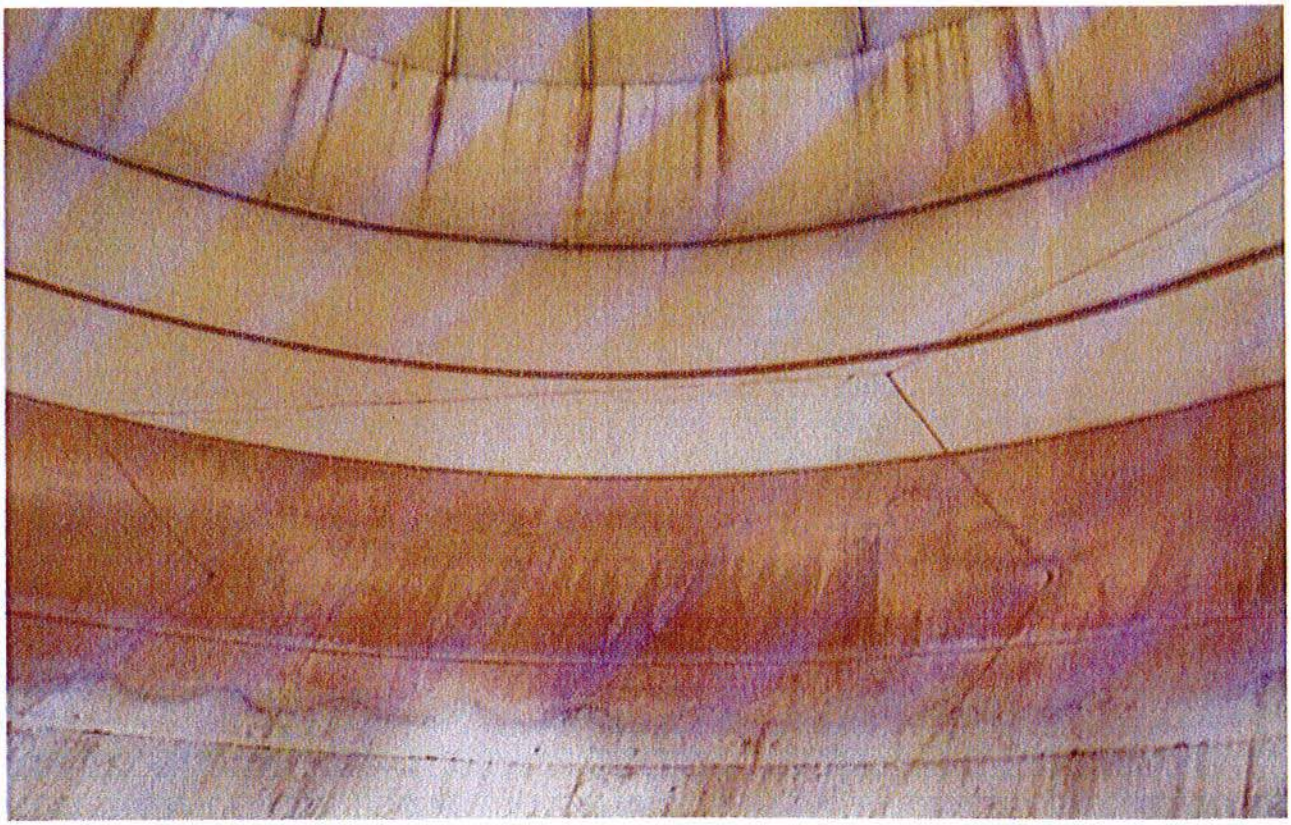
115. Interior roof and roof support structure. Note corrosion along stiffeners.



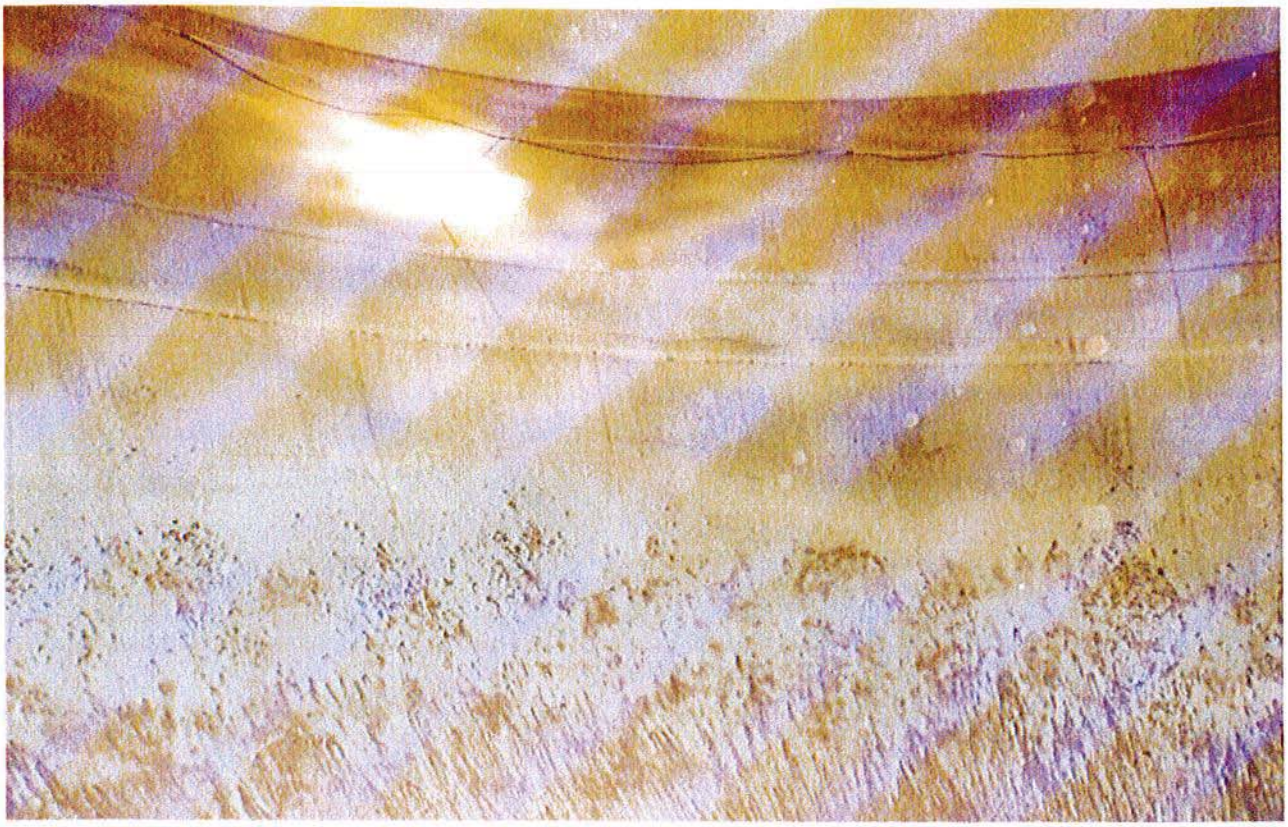
116. Roof and shell. Note rust staining on shell.



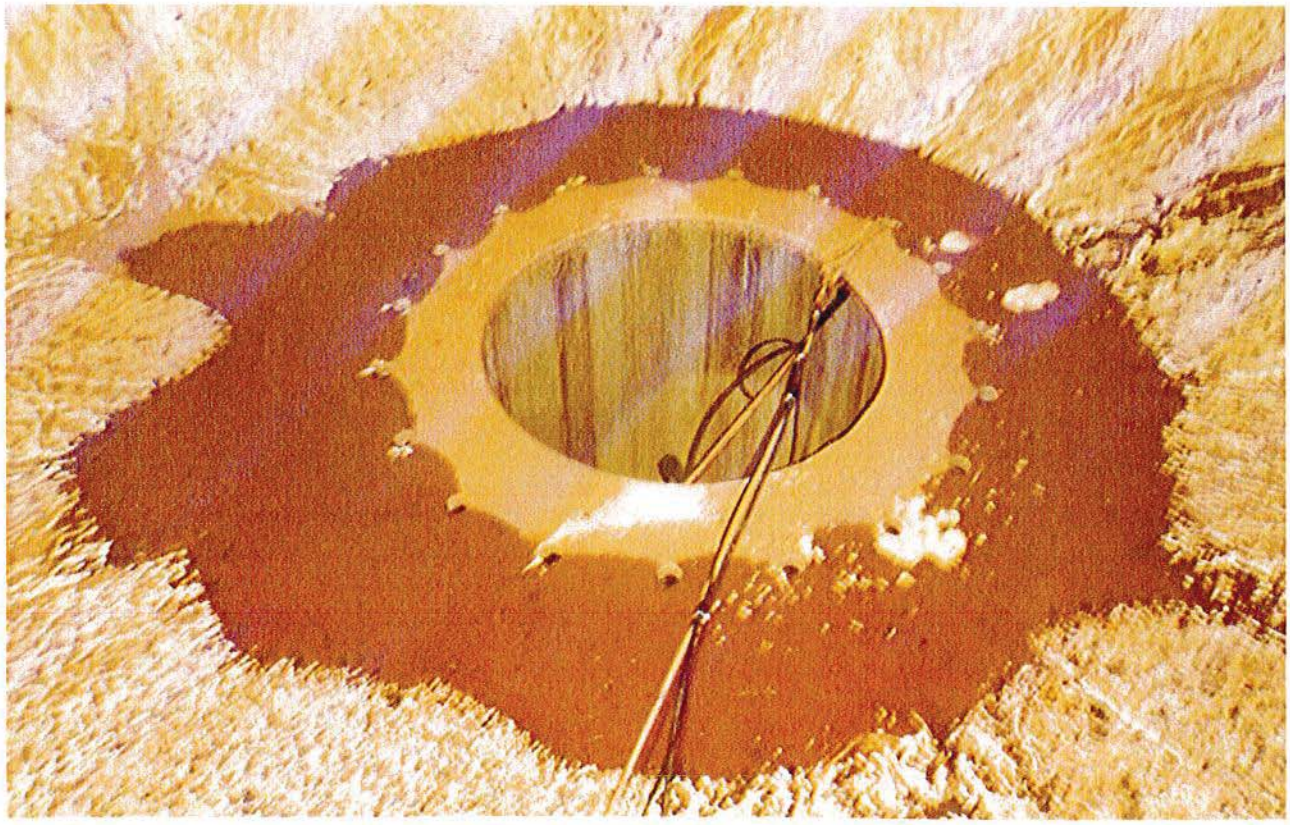
117. Roof and roof support structure.



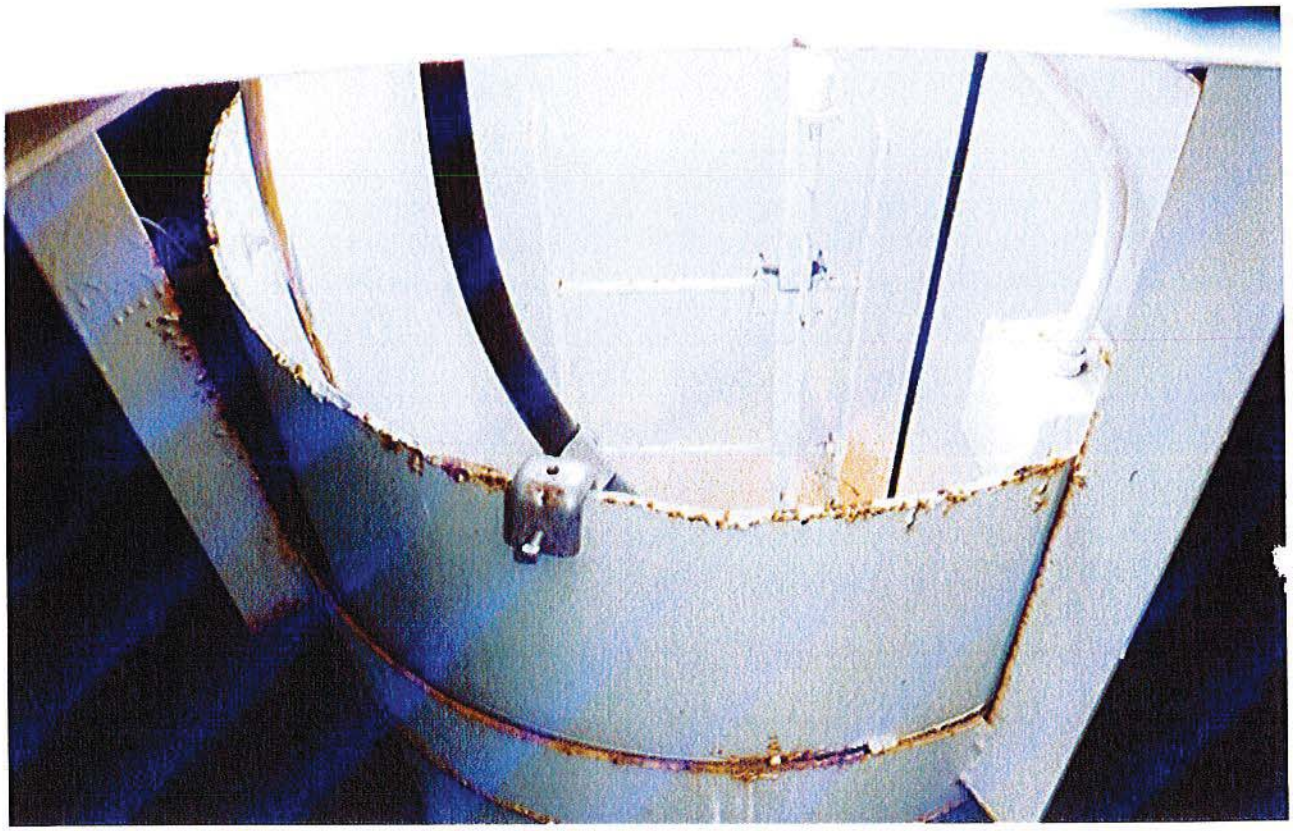
118. Roof, shell, stiffeners, and cathodic protection system wiring.



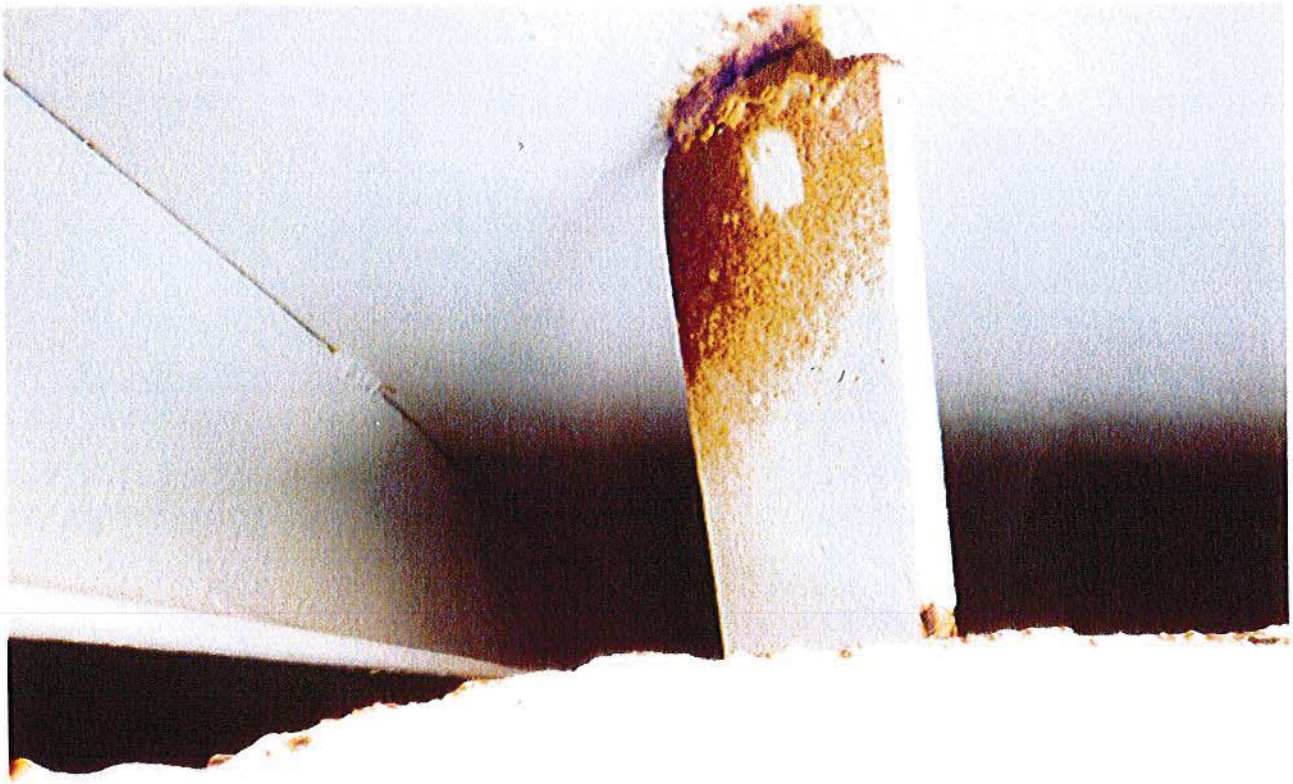
119. Shell and cathodic protection system wiring.



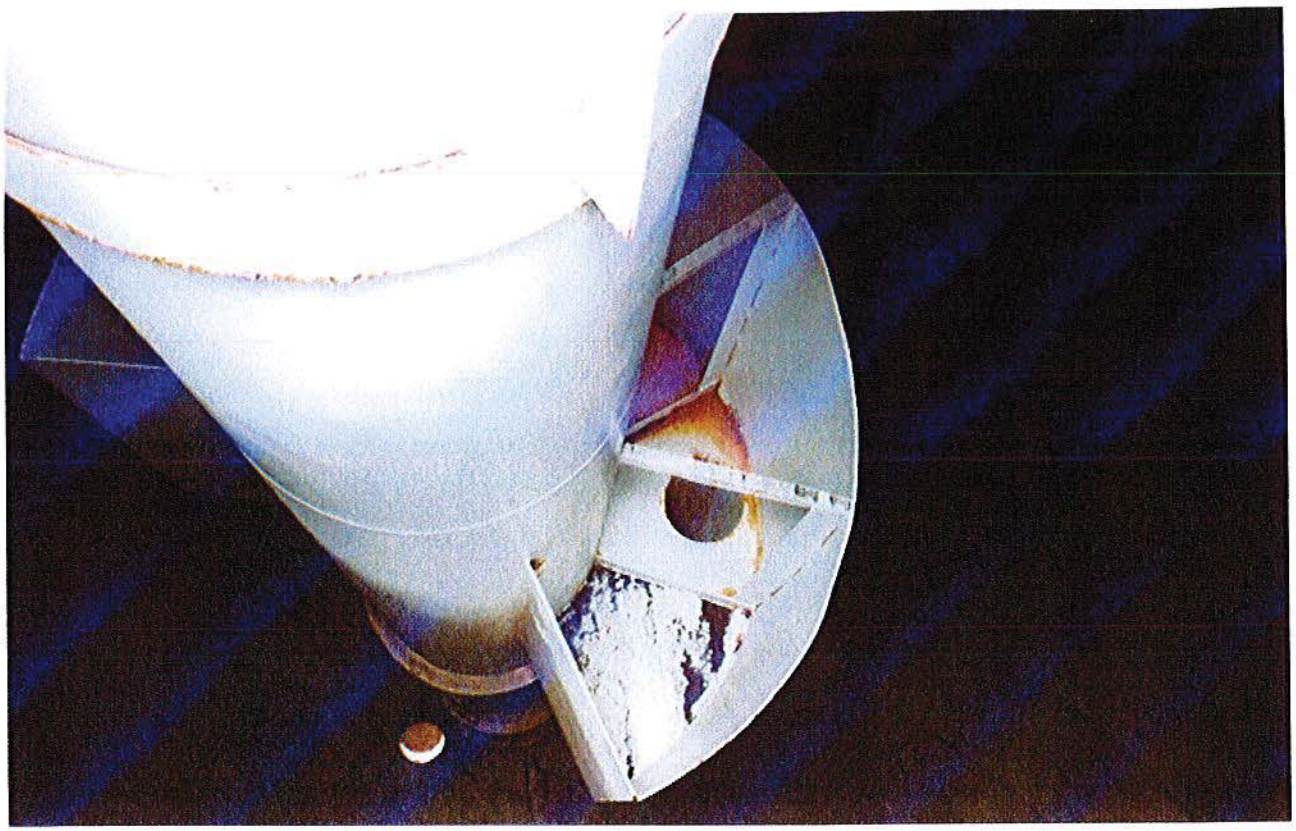
120. Bowl and riser opening.



121. Access tube. Note opening between access tube and roof.



122. Access tube bracket. Note cracked weld.



123. Overflow weir box.

CITY OF AURORA
CHURCH ROAD ELEVATED
WATER STORAGE TANK
REHABILITATION

EXHIBIT 2

(BID FORM 25-221)

City of Aurora, IL
Purchasing
Jolene Coulter, Director of Purchasing
44 E Downer Place, Aurora, IL 60502

[ERA-VALDIVIA CONTRACTORS, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-221

Church Road Elevated Water Storage Tank Rehabilitation

RESPONSE DEADLINE: January 21, 2026 at 11:00 am

Report Generated: Thursday, January 22, 2026

Era-Valdivia Contractors, Inc. Response

CONTACT INFORMATION

Company:
Era-Valdivia Contractors, Inc.

Email:
gbairaktaris@eravaldivia.com

Contact:
Greg Bairaktaris

Address:
11909 South Avenue O
11909 South Avenue O
Chicago, IL 60617

Phone:
(773) 721-9350

Website:
N/A

Submission Date:
Jan 20, 2026 3:47 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jan 14, 2026 3:49 PM by Greg Bairaktaris

Addendum #2
Confirmed Jan 14, 2026 3:49 PM by Greg Bairaktaris

QUESTIONNAIRE

1. Bid Deposit*

Pass

Please download the below documents, complete, and upload.

- Bid_Bond_Form_WTP.pdf

Era_Valdivia_Contractors_Inc_Aurora_bid_-_Signed_Bid_Bond_.pdf

2. Proposal Form*

Pass

Please download the below documents, complete, and upload.

- Proposal_Form_-_Church_Road...

Era_Valdivia_Contractors_Inc_Aurora_bid_Proposal_Form.pdf

3. Contact Information*

Pass

Please download the below documents, complete, and upload.

- COA_Contact_Information.docx

Era_Valdivia_Contractors_Inc_Aurora_Bid_-_Contact_Information_Submittal.pdf

4. References*

Pass

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

Project References List as part of the additional information attachment box

5. Sub-Contractor List*

Pass

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

Subcontractors List as part of the additional information attachment box

6. Eligibility*

Pass

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

Confirmed

7. Bidder's Tax Certification*

Pass

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

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

Confirmed

8. Bidder's Certification*

Pass

I/We hereby certify that:

A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.

B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.

C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).

D. As applicable, I/We are in compliance with the most current “Prevailing Rate” of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.

E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of “bid rigging” or “bid rotating” of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of $25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Confirmed

9. Apprenticeship or Training Program Certification*

Pass

Please download the below documents, complete, and upload.

- Aurora_Training_Program_Cer...

Era-Valdivia_Contractors,Inc._Aurora_bid_Apprenticeship_Program_Cert.pdf

10. Union/Apprenticeship Requested Documentation*

Pass

Please provide verification letter like sample attached.

- Apprenticeship_Program_Lett...

Era-Valdivia_Contractors,Inc._Apprenticeship_letter_.pdf

11. Local Vendor Preference Application*

Pass

Please download the below documents, complete, and upload.

- COA_2024_Local_Preference_V...

Era_Valdivia_Contractors,Inc._Aurora_bid_Local_Vendor_Submittal.pdf

12. Standard City of Aurora Contract*

Pass

Please download the below documents, complete, and upload.

- Sample_Standard_Contract_IT...

Era_Valdivia_Contractors_Inc._Aurora_bid_-_Aurora_Agreement_.pdf

13. Additional Information

Pass

Era_Valdivia_Contractors_Inc._Aurora_bid_-_QP_certs-State_Qualification-MBE_certs.pdf
Era_Valdivia_Contractors_Inc._Aurora_bid_-Additional_items-Subcontr._And_List_of_Tank_Refer..pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	EXTERIOR PAINTING COMPLETE (WITH CONTAINMENT)	1	LS	$700,000.00	$700,000.00
2	INTERIOR PAINTING COMPLETE (WET AREA)	1	LS	$414,000.00	$414,000.00
3	INTERIOR PAINTING COMPLETE (DRY AREA)	1	LS	$425,000.00	$425,000.00
4	LETTERING AND LOGO	1	LS	$18,000.00	$18,000.00
5	WASTE DISPOSAL - NON HAZARDOUS	550	TON	$14.00	$7,700.00
6	WASTE DISPOSAL - HAZARDOUS	50	TON	$10.00	$500.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	FURNISH AND INSTALL MANWAY AND HATCH ON CONDENSATE PLATFORM	1	LS	$5,800.00	$5,800.00
8	REMOVE AND REPLACE LADDER TO CONDENSATE PLATFORM	1	LS	$12,800.00	$12,800.00
9	MOVE ELECTRICAL CONDUIT WIRING & BRACKETS	1	LS	$19,100.00	$19,100.00
10	REMOVE AND DISPOSE OF EXISTING ROOF LADDER	1	LS	$1,000.00	$1,000.00
11	FURNISH AND INSTALL ROOF HANDRAIL	1	LS	$7,800.00	$7,800.00
12	ROOF MANWAY IMPROVEMENTS AND ACCESS TUBE AIR GAP	1	LS	$16,200.00	$16,200.00
13	WELD REPAIR - HOLES	5	EA	$220.00	$1,100.00
14	WELD REPAIR - BROKEN WELDS	25	IN	$45.00	$1,125.00
15	SEAL WELD SHELL STIFFENING ANGLES	1	LS	$35,000.00	$35,000.00
16	FURNISH AND INSTALL RISER SAFETY HANDRAIL	1	LS	$8,000.00	$8,000.00
17	REMOVE AND REPLACE FALL PREVENTION DEVICE	1	LS	$7,000.00	$7,000.00
18	FURNISH AND INSTALL OVERFLOW FLAP GATE	1	LS	$4,800.00	$4,800.00
19	CONDENSATE DRAIN MODIFICATIONS	1	LS	$5,800.00	$5,800.00
20	VALVE PIT LADDER AND HATCH MODIFICATIONS	1	LS	$14,000.00	$14,000.00
21	CONCRETE REPAIR	1	LS	$1,000.00	$1,000.00
22	GROUT REPAIR	1	LS	$1,000.00	$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	WELD REPAIR - CORROSION PITS	100	SQIN	$15.00	$1,500.00
24	PIT FILLING, APPLIED	10	GALLON	$350.00	$3,500.00
25	INSTALL WELDED STEEL CAPS OVER ABANDONED CATHODIC PROTECTION ANODE HOLES	35	EA	$300.00	$10,500.00
27	REMOVE AND REPLACE RAFTER BOLTS	36	EA	$220.00	$7,920.00
28	ROOF STRUCTURE REPAIR - REPLACE RAFTER	10	LF	$220.00	$2,200.00
29	GARAGE DOOR MODIFICATIONS	1	LS	$4,000.00	$4,000.00
30	REPLACE MAN DOOR AND FRAME	1	LS	$8,000.00	$8,000.00
31	REPAIR LOUVERED VENTS	4	EA	$250.00	$1,000.00
32	REPLACE LOUVERED VENTS	1	EA	$2,000.00	$2,000.00
33	TANK DISINFECTION, SAMPLING AND BACTERLOGICAL TESTING	1	LS	$1,000.00	$1,000.00
34	TIE OFF ANCHORS	23	EA	$290.00	$6,670.00
TOTAL					$1,755,015.00

ALLOWANCE

Line Item	Description	Unit of Measure	Unit Cost
35	ITEMS ORDERED BY THE ENGINEER	Allowance	$70,000.00
36	FURNISH AND INSTALL CATHODIC PROTECTION SYSTEM	Lump Sum	$36,135.00

Bid Bond

BIDDER (Name and Address):

Era Valdivia Contractors, Inc.
11909 South Avenue O
Chicago, IL 60617

SURETY (Name and Address of Principal Place of Business):

Great American Insurance Company
301 E. Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address):

City of Aurora
44 East Downers Place
Aurora, IL 60505

BID

BID DUE DATE: January 21, 2026
PROJECT (Brief Description Including Location) :
Church Road Elevated Water Storage Tank Rehabilitation - Project No. 25-221

BOND

BOND NUMBER: BID BOND
DATE: (Not Later Than Bid Due Date) : January 21, 2026
PENAL SUM: Ten Percent of the Total Amount Bid (10%)

IN WITNESS THEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized agent, officer, or representative.

BIDDER	SURETY
Era Valdivia Contractors, Inc. (Seal)	Great American Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: J. De Valdivia President	By:
Signature and Title	Signature and Title Peter S. Forker (Attach Power of Attorney) Attorney-in-Fact
Attest: , Corp. Secr.	Attest:
Signature and Title	Signature and Title Oscar F. Rincon, Witness

Note:
1. Above addresses are to be used for giving required notice.
2. Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.
3. Surety companies executing BONDS must be named in current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and be authorized to transact business in the State of Illinois.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2. All bids are rejected by Owner, or

3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

END OF DOCUMENT

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Cook } ss.

On this 21st day of January, 2026, before me personally appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of Great American Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
OSCAR F RINCON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 513016
MY COMMISSION EXPIRES FEBRUARY 20, 2029

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 22675

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PETER S. FORKER	ALL OF	ALL
TAMMY L. WHICKER	CHICAGO, ILLINOIS	$100,000,000
NICK JOSLYN		

It is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6TH day of MAY , 2025 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 6TH day of MAY , 2025 , before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of January 2026

Assistant Secretary

PROPOSAL FORM

Return with Bid

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of Era-Valdivia Contractors, Inc.
for the improvement known as the **Bid Number 25-221, City of Aurora, Church Road Elevated Water Storage Tank Rehabilitation**.

2. The specifications for the proposed improvements are those prepared by the Engineering Enterprises, Inc., 52 Wheeler Road, Sugar Grove, IL 60554..

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.

4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.

5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.

6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.

7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.

9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.

10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

    The undersigned further agrees to execute 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 **ten (10)** days after receiving the notice of award of the contract.

11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.

12. The undersigned agrees to complete the work within the time stipulated in the Project Manual.

13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

15. Accompanying this proposal is either a **10% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is $ Bid Bond 10% of total amount

16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.

17. The undersigned agrees to conform to Section 7.18 of the General Conditions and SC-7.18 of the Supplementary Conditions indemnifying and saving harmless the City of Aurora and its officers, agents, and employees..

18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids

within Ninety (90) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.

19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.

20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.

21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; with limits of liability as stated in Article 6 of the General Conditions and Supplementary Conditions.

22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract

23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.

24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

25. The undersigned submits herewith the Pricing Table for this project included in OpenGov covering the work to be performed under this contract:

Signatures

(If an individual)

Signature of Bidder _____

Business Address _____

_____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

_____

Insert Names and Addresses of All Partners _____

_____

_____

(If a corporation)

Corporate Name Era-Valdivia Contractors, Inc.

Signed By J. Jose Valdivia
President

Business Address 11909 South Avenue O
Chicago, IL 60617

President Jose G. Valdivia

Secretary Saul Valdivia

Treasurer _____

Attest: _____
Secretary
Saul Valdivia - Corp. Secretary

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

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

Customer Service/General Information: Ph: Era-Valdivia Contractors, Inc. 773-721-9350

To place an order:

Name: Gregory D. Bairaktaris PM - Era-Valdivia Contractors, Inc.
Ph: 773-721-9350 Fax: 773-721-8027
E-mail: gbairaktaris@eravaldivia.com

Billing & Invoicing questions:

Name: Jose Valdivia Jr. - GM - Era-Valdivia Contractors, Inc.
Ph: 773-721-9350 Fax: 773-721-8027
E-mail: josevaldivia@eravaldivia.com / gbairaktaris@eravaldivia.com

Questions:

Name: Jose Valdivia Jr. - GM - Era-Valdivia Contractors, Inc.
Ph: 773-721-9350 Fax: 773-721-8027
E-mail: josevaldivia@eravaldivia.com / gbairaktaris@eravaldivia.com

Bidder's Name: Era-Valdivia Contractors, Inc.

Signature & Date: J. Jr Valdivia 1/21/2026

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

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

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

Painters - DC 30

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

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

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

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

Painters

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

_____

_____

_____

_____

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

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

Bidder: Era-Valdivia Contractors, Inc. By: V. Jr Valdivia
(Signature)

Address: 11909 South Avenue O, chicago, IL 60617 Title President

CITY OF AURORA, ILLINOIS

January 12, 2026

This letter is to confirm that Era Valdivia Contractors Inc., is a signatory contractor of Painters District Council No. 30 and is participating in PDC No.30 North Central Illinois Finishing Trades Institute. Below is a copy of PDC No. 30 NCIFTI Apprenticeship Program Certificate of Registration with the United States Department of Labor for the trades of Painters, Glaziers, Drywall Finishers and Painter-Industrial Coating & Lining Application Specialist (CAS).

For Additional information please call our office at 630-966-1451.

Stephen J. Lefaver
Director of Apprenticeship & Training

**********VOID 90 DAYS FROM ISSUE DATE**********

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Painters District Council No. 30 North Central Illinois Finishing Trades Institute
In partnership with the
Finishing Contractors Association of Illinois
Aurora, Illinois
For the Trades - Painter-Decorator, Drywall Finisher (Taper), Glazier and Painter- Industrial Coating & Lining Application Specialist (CAS)

Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Labor

Registered - April 7, 1945
Date

Revised - February 13, 2019
Registration No.

IL004780094

Administrative Office of Apprenticeship

BID SUBMITTAL ITEM - Not a "Local Business"

City of Aurora, IL - Local Vendor Preference Application

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

1) Date Submitted: 1-21-2026
2) Name of Business: Era-Valdivia Contractors, Inc.
3) Address of Local Office: 11909 South Avenue O
4) City, State, Zip: Chicago, IL 60617
5) Company's Web Address: _____
6) Phone: 773-721-9350 Fax: 773-721-8027
7) County your Local Business is Located In: Cook County, IL

Submitted By (Signature): J. Gu Valdivia

Print Name and Title: Jose G. Valdivia, President

Email Address: josevaldivia@eravaldivia.com

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

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

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

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

Return completed application, with all required backup documentation to:
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507
Or email to: PurchasingDL@aurora.il.us

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

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

Date: _____

Approved: _____ Denied: _____
Letter Sent: _____ Initials: _____

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____("Effective Date"), for the (Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Era-Valdivia Contractors, Inc. ("Bidder"), located at 11909 South Avenue O, Chicago, IL 60617

WHEREAS, the City issued an Invitation to Bid ("ITB") on _____for the ; and

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

WHEREAS, on _____, the City awarded a contract to Bidder, _____.

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

1. Agreement Documents.

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

Invitation to Bid 25-221.

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

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

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

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

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

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

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

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

CITY OF AURORA, ILLINOIS	(Contractor) Era-Valdivia Contractors, Inc.
	J. G. Valdivia
SIGNATURE	SIGNATURE
Jolene Coulter	Jose G. Valdivia
FULL NAME	FULL NAME
	1/21/2026
DATE SIGNED	DATE SIGNED
Director of Purchasing	President
TITLE	TITLE

AMPP™

Era-Valdivia Contractors, Inc.
of
Chicago, IL



has met or exceeded the requirements set forth in the ***AMPP QP Accreditation Program*** *for*

FIELD APPLICATION OF COATINGS
COMPLEX STRUCTURES
SSPC – QP1

Chief Product and Operations Officer, AMPP

March 31, 2025 – March 31, 2026
Validation Period

Accreditation for dates listed above to Era-Valdivia Contractors, Inc. Chicago, IL
Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

AMPP™

Era-Valdivia Contractors, Inc.

of

Chicago, IL

has met or exceeded the requirements set forth in the ***AMPP QP Accreditation Program*** *for*



INDUSTRIAL HAZARDOUS PAINT REMOVAL

SSPC – QP 2

CATEGORY "A"

Chief Product and Operations Officer, AMPP

March 31, 2025 – March 31, 2026

Validation Period

Accreditation for dates listed above to Era-Valdivia Contractors, Inc. Chicago, IL
Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

Illinois Department of Transportation

Certificate of Eligibility

Contractor No 1604

ERA Valdivia Contractors, Inc.
11909 South Avenue O Chicago, IL 60617

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

010	STRUCTURE REPAIR	$150,000
017	CONCRETE CONSTRUCTION	$2,275,000
025	PAINTING & CLEANING	$35,825,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/5/2025 TO 4/30/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 5/5/2025.

Engineer of Construction

IL 494-0645

File Number 5459-856-4

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ERA - VALDIVIA CONTRACTORS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 17, 1987, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 10TH *day of* MARCH *A.D.* 2025 .

Authentication #: 2506902838 verifiable until 03/10/2026
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Era-Valdivia Contractors, Inc.**
OWNER	**Mr. Jose Valdivia**
ADDRESS	**11909 South Avenue O** **Chicago, IL 60617-7336** [map]
PHONE	**773-721-9350**
FAX	**773-721-8027**
EMAIL	**general@eravaldivia.com**
WEBSITE	**http://www.eravaldivia.com**
ETHNICITY	**Hispanic/Latino**

Certification Information

CERTIFYING AGENCY	**City of Chicago**
CERTIFICATION TYPE	**MBE - Minority Business Enterprise**
CERTIFICATION DATE	**2/5/2025**
RENEWAL DATE	**1/1/2026**
EXPIRATION DATE	**1/1/2026**
CERTIFIED BUSINESS DESCRIPTION	**236115 Residential construction, single-family, general contractors** **236210 Addition, alteration and renovation, general contractors, industrial building (except warehouses)** **236220 Addition, alteration and renovation general contractors, commercial and institutional building** **237110 Construction management, water and sewer line** **237110 Water system storage tank and tower construction** **237110 Water treatment plant construction** **237310 Asphalt paving (i.e., highway, road, street, public sidewalk)** **237310 Concrete paving (i.e., highway, road, street, public sidewalk)** **237310 Construction management, highway, road, street and bridge** **237310 Curbs and street gutters, highway, road and street, construction** **237310 Painting traffic lanes or parking lots** **237310 Parking lot marking and line painting** **237310 Repair, highway, road, street, bridge or airport runway**

237310 Resurfacing, highway, road, street, bridge or airport runway
562910 Site remediation services

Commodity Codes

Code	Description
NAICS 236115	**Residential construction, single-family, general contractors**
NAICS 236210	**Addition, alteration and renovation, general contractors, industrial building (except warehouses)**
NAICS 236220	**Addition, alteration and renovation, general contractors, commercial and institutional building**
NAICS 237110	**Construction management, water and sewer line**
NAICS 237110	**Water system storage tank and tower construction**
NAICS 237110	**Water treatment plant construction**
NAICS 237310	**Asphalt paving (i.e., highway, road, street, public sidewalk)**
NAICS 237310	**Concrete paving (i.e., highway, road, street, public sidewalk)**
NAICS 237310	**Construction management, highway, road, street and bridge**
NAICS 237310	**Curbs and street gutters, highway, road and street, construction**
NAICS 237310	**Painting traffic lanes or parking lots**
NAICS 237310	**Parking lot marking and line painting**
NAICS 237310	**Repair, highway, road, street, bridge or airport runway**
NAICS 237310	**Resurfacing, highway, road, street, bridge or airport runway**
NAICS 562910	**Environmental remediation services**
NAICS 562910	**Lead paint abatement services**
NAICS 562910	**Lead paint removal contractors**
NAICS 562910	**Site remediation services**

Additional Information

WARD	**10**
COMMUNITY AREA	**55 Hegewisch**
QUALIFIED INVESTMENT AREA	**Yes**

Era-Valdivia Contractors Inc.
City of Aurora Church Road Elevated Water Storage Tank Rehab.

Submittal item

LIST OF SUBCONTRACTORS

Era-Valdivia Contractors, Inc. self performs all Misc Steel/Containment/Cleaning/Repainting

Steel Repairs and Welding Items/Misc. Electrical Items/Cathodics

1. Rays Welding Co.*
   1251 Paw Paw Rd, Benton Harbor, MI 49022
   Contact Erik Boelens – President 262-473-1140
2. Zelmer Welding, LLC*
   2183 W.Shawnee Rd, Baroda, MI 49101R.
   Contact Rob Zelmer – President 269-231-0351
3. Corrpro/Azuria Corp. – City of Aurora Authorized Vendor*
   Jude Vickery – Cathodics IL Rep.
   Greg Copen – Superintendent Corrpro
   820 Lafayette Rd, Medina OH 44256
   330-241-6688
   *Provided pricing to Era-Valdivia Contractors, Inc. for bid purposes and no firm agreement is in place until Owner Awards with final quantities as ordered by Owner/EEI project engineer.

Potable Tanks, Towers, and Similar Jobs **

Era Valdivia Contractors, Inc./Greg Bairaktaris - Protective Coating and Lining Work List

Date	Owner's Name & Address	Size of Project	Type of Project	SSPC Method	Contact Person & Telephone No.	Appx.Project $ Value
2001	City of Marion IN, Water Dept/Public Works - . 2 Tanks, 500 MGL Water	.500 MGL	Plural Comp. Lining & Repairs	SP10/SP3	Ira Gabin - Dixon Engineering 616-374-3221	$278,000
2001	Hines Vetereans Admin. Hospital, 5th and Roosevelt Rd., Hines, IL 60641	1.0 MGL	Elevated Water Tank	SP 6 & 10	Sal Garcia, Eviroplus, Inc., 847-475-0022	$789,726
2001	City of Chicago, Water Dept., 1000 E. Ohio St., Chicago, IL 60611- South Water Purification Plant	Various Piping	Tank Steam Heat Piping		Scott Company Mechanical, 3300 E. Cheltenham Pl., Chicago, IL 60649, Mike Zaradi, 773-374-6700 IL OFFICE CLOSED	$177,457
2002	Village of LaGrange, 1300 Birks Ct., LaGrange, IL 60525	2.2 MGL	Standpipe Tank	SP 10 & 11	Ken Watkins, Dir. Of Public Works, 708-579-2326 ext 2423	$208,446
2002	Peoples Energy Co., 130 E. Randolph Dr., Chicago, IL 60601 - N. Shore Gas Facility	30'Lx6'Hx10'D	16 LPG Storage Tanks	SP 6	Frank Karlin, 312-240-4230	$104,000
2002	Metropolitan Water Reclam. Dist. Of Greater Chicago, Stickney Plant, 6001 W. Peshing, Cicero, IL 60649	2.0 MGL 110'D	20 Water Final Settling Tanks	SP 6 & 10	Babu Patel, 312-751-5120 & Lisa Kursel 708-588-4157	$515,000
2003	Lincoln Park Polar Bear Exhibit Lining 2001 North Clark Street, Chicago, IL	Various	Sandblast and Lining	CSP 3-5	General Contractor: Benson/Rausch JV 250 S. Northwest Hwy / 312-742-2000	$46,750
2003	Village of Palatine, 148 W. Illinois, Palatine, IL 60067-6186	3.75 MGL	Ground Storage Tank	SP 10	Baxter & Woodman, Inc./Dixon Engineering. Jim Vlceck, 847-705-5200	$240,000
2003	Village of Lombard, 225 E. Wilson Ave., Lombard, IL 60148-3931	1.00 MGL	Spheriod Water Tank & Repairs	SP 6 & 10	Tank Industry Consultants, Inc., Lee Murphy, 317-474-7952	$475,337
2003	Resolution Performance Products, Inc., PO Box 290, Argo, IL 60201	60'Hx14'D	2 Silo Storage Tanks	SP 10	Charles Silcox, 708-788-8829	$75,000
2003	Same & Oak Park Hospital	8,000 GL	Surge Tank	Same	Same	$33,000
2003	Chicago Park District/Chicago Bears - Soldier Field Complex, Chicago, IL	Various Stadium Areas	Structural Steel Field Touch-ups	SP 2 & 3	Hershfeld Steel Company Inc., PO Box 3678, San Angelo, TX, Mitchell Gehringer, 312-287-6834	$1,000,000+
2004	Village of Metamora, IL Rt 116, Metamora, IL	.200 MGL	Elevated Water Tank and Repairs	SP 10	Farnsworth Group, Joe Mikulaky, 309-663-8435	$162,000
2004	Cook County Hospital - Oak Park Campus, Purchasing Dept., Chicago, IL	.250 MGL	Elevated Water Tank	SP 6 & 10	Cecchin Plumbing & Heating, Chris Komorn, 630-918-1797	$239,720
2004	Village of Glenview, IL 1225 Waukegan Road	Various	Glenview Water Pumping Station	SP 11	Andy Resak, Village of Glenview, 847-376-0149	$20,000
2005	Village of Crete, IL - Flourathane System	.300 MGL	Tank Painting & Repairs	SP10/SP6	Tech 3 Consulting Group, Bill Stefek - 708-672-4994	$191,000
2005	Village of Goodfield, IL - Flourathane System	.075 MGL	Tank Painting & Repairs	SP10/SP6	Lewis, Yockey & Brown, Inc. Beckey Bengston - 309-527-2552	$95,200
2005	Town of Griffith, IN	Two 1.0 MGL	Tank Painting & Repairs	SP 11/SP6	Town of Griffith - Public Works Tim Alger - 219-924-3838	$93,800
2005	City of Le Roy, IL - Flourathane System	.250 MGL	Tank Painting & Repairs	SP10/SP6	City of Le Roy, Jeff Clawson - City Administrator 309-962-3031	$146,780
2006	Village of Palos Heights, IL	.250 MGL	Tank Painting & Repairs	SP10/SP6	Village of Palos Heights, 708-361-1800	$162,000
2006	Mooseheart, Illinois	.100 MGL	Tank Panting & Repairs	SP10/SP6	Mooseheart Child City, Mooseheart International, 630-966-2230	$157,000
2006	Town of Kouts, IN	.200 MGL	Tank Painting & Repairs	SP10/SP6	Town of Kouts, Indiana James Maandon Town Engineer 219-781-2786	$174,000
2007	Caterpillar, Inc. Joliet Plant-Scheduled 10/2/06	.300 MGL	Tank Painting & Repairs	SP10/SP6	Caterpillar, Inc. - Joliet Plant, Dixon Engineering, Ira Gabin 616-374-3221	$337,000
2007	Roseland Pumping Station - 351 W. 104th	Various Piping	Pumping Station	SP6/SP11	Rossi Contractors - Girish Machhar - 773-287-7545	$158,000
2007	Southwest Pumping Station - 8422 S. Kadvale	Various Piping	Pumping Station	SP6/SP11	Rossi Contractors - Girish Machhar - 773-287-7545	$55,000
2007	Town of Griffith, IN	.250 MGL	Tank Painting & Repairs	SP10/SP6	Town of Griffith - Public Works Tim Alger - 219-924-3838	$179,000
2007	City of Country Club Hills IL	.250 MGL	Tank Painting & Repairs	SP10/SP6	Country Club Hills Larry 708-473-1159	$118,000
2007	Aqua-IL Various Tanks-University/Kankakee.*	.045 MGL	Tank Panting & Repairs	SP10/SP6	Aqua-Illinois University Park/Kankakee Div.	$158,000
2008	Green Bay Standpipe/City of North Chicago, IL	4.5 MGL	Plural Comp. Lining& Repairs	SP10/SP6	City of North Chicago Public Work Darrell King - 847-596-8880	$440,000
2008	Town of Winamac, IN Tank Painting	.150 MGL	Tank Painting & Repairs	SP10/SP3	Town of Winamac, IN Eric Vance Norman Noe , 317-410-5600	$75,000
2008	Country Club Hills -183rd Pumping Street Tank	.500 MGL	Tank Painting & Repairs	SP10/SP10	City of Country Club Hill, IL Larry 708-473-1159	$268,000
2008	University Of Notre Dame, Notre Dame, IN	.500 MGL	Tank Painting & Repairs	SP10/SP6	University of Notre Dame, IN Mark Hummel, 574-631-4452	$699,500
2008	City of Auburn, IL	.300 MGL	Tank Painting & Repairs	SP10/SP10	City of Auburn, IL Phil Martin, 217-698-8900	$146,000
2008	Town of Claypool, IN	0.075	Inter. Tank Painting	SP10	Town of Claypool, IN Gene Warner, 574-566-2910	$58,000
2008	City of Decatur, IN - Tank Painting Rehabilitation - Two .500 Toroellipse Tanks	.500 MGL	Tank Painting & Repairs	SP10/SP6	City of Decatur, IN Jim Inskeep 260-724-3814	$784,000
2008	City of Huntington, IN - Briant Street Tank	1.0 MGL	Tank Painting & Repairs	SP10/SP6	City of Huntington, IN Dave Schoeff 260-356-1400	$578,000
2008	City of Huntungton, IN - River Forks tank	.500 MGL	Tank Painting & Repairs	SP10/SP11	City of Huntington, IN Dave Schoeff 260-356-1400	$335,000

2008	City of Huntington, IN - Commercial Street Tank	.500 MGL	Tank Painting & Repairs	SP10/SP6	City of Huntington, IN Dave Schoeff 260-356-1400	330000
2008	City of Oak Forest, IL Lockwood Tank	.500 MGL	Tank Painting & Repairs	SP10/SP11	City of Oak Forest, Raymond Koenig 708-478-2090	$218,000
2008	City of Oak Forest, IL Kilbourn Ave. Tank	.500 MGL	Tank Painting	SP10/SP11	City of Oak Forest, Raymond Koenig 708-478-2090	$98,000
2008	City of Chicago - Jardin Water Purification Plant, Chicago, IL	Water Plant	Polyurea Lining	SP10	Rossi Contractors - Girish Machhar - 773-287-7545	$76,000
2008	Microsoft Data Center, Northlake, IL	12 Concrete Tanks	Polyurea Lining	SP10	The Kraz Group - Tony Lee - 312-208-1849	$280,000
2009	Village of Schaumburg, IL	5.0 MGL & Station	Polyurea Lining	SP10/SP7	Village of Schaumburg -Dept. of Public Works - Dave Varner 847-895-7100	$240,550
2009	Village of Huntley, IL	1.0 MGL	Tank Painting	SP10/SP6	Village of Huntley Public Works - Steve Zonta 847-515-5222	$381,000
2009	DuPage County, Green Road Tank	.250 MGL	Tank Painting	SP6/SP10	DuPage County Purchasing - Peter Costa 630-407-6200	$169,000
2009	Alexian Stadium - Structural Steel	Various Steel	Structural Steel	SP10/SP11	Village of Schaumburg Engineering Dept. - Mike Litwin 847-923-6654	$485,000
2009	Village of Oak Forest, IL	.500 MGL H/P	Tank Painting	SP10/SP11	Village of Oak Forest - Baxter and Woodman Ray Koenig 815-459-1260	$157,000
2009	Village of Lansing, IL	.750 MGL	Tank Painting/Repairs	SP10/SP6	Lansing, IL -Public Works/708-895-7190	$378,000
2009	Ameren Absorber Tank Vessel/Structural Steel	Tank Ext. Steel 10 MGL	Tank Painting	SP6	Ameren - Duck Creek IL Power Plant - Dave Crisp 847-345-1751	$1,160,000
2010	City of Appleton, WI Accelator Basins	Tank Exter. Steel	Tank Painting	SP10	City of Appleton, WI - 920-997-4200	$220,000
2010	Village of Olympia Fields - East/West Tank	1.0 and .750 MGL	Tank Painting	SP10/SP11	Village of Olympia Fields -Baxter and Woodman Ray Koenig 815-459-1260	$519,000
2010	Village of Westmont, IL East/West 1. 5 MGL	1.50 and 1.50 MGL	Tank Paintin/Repairs	SP10/SP11	Village of Westmont - Baxter and Woodman Ray Koenig 815-459-1260	$422,500
2010	City of Crystal Lake, IL - Ambutal Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	City of Crystal Lake - Dixon Engineering Tom Van Garment 414-529-1859	$337,000
2010	Calumet City, IL State Street Reservoir	2.5 MGL	Tank Painting/Repairs	SP10/SP6	City of Calumet City - Robinson Enginering Tom Nagle 815-806-0300	$440,000
2010	North Chicago VA - Enviroplus Tank Painting	.400 MGL	Tank Painting/Repairs	SP10/SP11	Sal Garcia - Enviroplus, Inc.847-475-0022	$340,000
2010	Village of Glenwood, IL Arquilla Drive Tank	.250 MGL	Tank Painting/Repairs	SP10/SP6	Village of Glenwood Robinson Engineering Jennifer Prinz 708-331-6400	$408,986
2010	City of Ottawa North Station Standpipe	.500 MGL	Tank Painting/Repairs	SP10/SP6	City of Ottawa IL Engineering Dept Arnie Bendstra -815-433-0161, Ext 41	$176,000
2010	Village of Schaumburg, IL - 2.0 Reservoir and Pump Station Well 19	2.0 MGL & Station	Polyurea & Pipes	SP13/SP10	Village of Schaumburg-Dept. of Public Works - Dave Varner 847-895-7100	$310,420
2011	City of Milwaukee - Water Department GT-12	2.0 MGL Tank	Tank Painting /Repairs	SP10/SP6	City of Milwaukee - Mark Gremmer 414-286-5508	$1,050,000
2011	Village of Schaumburg, IL - 6.2 MGL Tank	6.2 MGL Tank	Plural Comp. Lining a Painting/Repairs	SP10/SP6	Village of Schaumburg-Dept. of Public Works - Dave Varner 847-895-7100	$880,000
2011	Village of Skokie, IL - 2 Tank 4.9 + MG Tank	5.2 and 4.9 MGL Tank	Tank Painting/Repairs	SP10/SP6	City of Skokie, IL - Dept. of Public Works Jean Scher - 847-933-8427	$1,158.000.00
2012	Village of Huntley, IL 1.0 MGL Tank	1.0 MGL	Tank Painting	SP10/SP6	Steve Zonta - 847-833-7074	$279,000
2012	Village of Montgomery - Rehabilitation Water Plant	Tanks/Claricones/Filters/Piping /Building		SP10/Repairs	EEI - Tim Ferrell 630-466-6700	$1,228,000
2012	City of Blue Island 2 Tanks Rehabilitation	1.0 MGL and 1.0 MGL Conc. Tank	Tank Painting/Repairs	SP10/SP6	Tom Nagle - Robinson Engineering 815-806-0300	$1,023,251
2012	Village of Flossmoor - Meinhet Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	Tech 3 Consulting - 708-672-4994	$296,500
2012	Village of South Holland Canal Str. Tank	1.0 MGL Tank	Tank Painting/Repairs	SP10/SP6	Tom Nagle - Robinson Engineering 815-806-0300	$515,800
2012	Village of Riverdale Tank - 1.0 MGL	1.0 MGL Tank	Tank Painting/Repairs	SP10/SP6	Tom Nagle - Robinson Engineering 815-806-0300	$613,800
2012	Village of Merrionette Park .40 MGL	.400 MGL Tank	Tank Painting/Repairs	SP10/SP6	Tom Nagle - Robinson Engineering 815-806-0300	$395,601
2012	Zion Tank - LCPWD - 1.250 MGL Tank	1.00 Tank	Tank Painting/Repairs	SP10/SP11	Dixon Engineering - Ira Gabin 616-374-3221	$264,775
2012	Berwyn Tank - 4.0 MGL Ground Storage Tank	4.0 MGL Tank	Tank Painting/Repairs	SP10/SP6	John Keubrich - Novotney Assc. 630-887-8640	$782,000
2012	City of Wenona - .200 MGL Spheroid Tank	.200 MGL	Tank Painting/Repairs	SP10/SP6	Adam Ossola - Chamlin Assc.815-223-3344	$247,484
2013	City of Ottawa - North and South Standpipes	.300 MGL EACH	Tank Painting/Repairs	SP10/SP6	City of Ottawa - Arnie Benstra 815-433-0161	$222,800/261,000
2013	Village of Westmont - South Tank 1.0 MGL SPH	1.0 MGL Tank	Tank Painting - Extr	SP11/SP10	Village of Westmont - Baxter & Woodman Ray Koenig - 815-459-1260	$315,000
2013	Village of Huntley - .750 Spheroid - Southwind	.750 MGL	Tank Painting	SP10/SP6	Steve Zonta - Water Super. 847-833-7074	$288,000
2013	Village of Huntley - .400 Spheroid - Tower 5*	.400 MGL	Tank Painting	SP10/SP6	Steve Zonta - Water Super. 847-833-7074	$283,000
2013	City of Crystal Lake - Bard Road Spheroid*	.500 MGL	Tank Painting/Repairs	SP10/SP6	Tom Van Garment- Dixon Eng. 414-529-1859	$432,400
2013	Tinley Park Post 1 - West GS Reserv**	5.0 MGL GST Reserv	Tank Painting - Interior	SP10	Robinson Engineering	$489,000
2014	Village of Huntley - .750 Spheroid - Tower 3	.750 MGL	Tank Painting	SP6/SP10	Steve Zonta - Water Super. 847-833-7074	$270,000
2014	MWRDGC -13-932-22 Tanks and Deep Tunnel 3 year contract - Group A, B and C	Various Tanks/Str. Steel	Final Tanks - 18 Tanks	SP6/SP3	Edward J. Andruszkiewicz Group C, - A & B	$1,754,760
2014	City of Aurora - IL Indian Trail Water Tank	2.0 MGL	Tank Painting/Repairs	SP10/SP6	Michele Piotrowski, P.E. EEI 630- 466-6724	$1,343,768
2014	Village of East hazel Crest 1.0 MGL Reserv	1.0 MGL	Tank Painting	SP1/O-Coat	Jennifer Prinz - Robinson Eng. 708-210-5687	$29,288
2014	Flagg Creek Tanks McElwain WRD	Various System Wide	Tank Painting/W - Repair	SP10	Kenneth Kendrick - PE 708-785-8320	$585,290

2014	Chicago Heghts Concrete Reservoirs	5.0/3.0/1.0 MGL	Exterior Concrete Repair	SP1/O-Coat	Jennifer Prinz - Robinson Eng. 708-210-5687	$244,277
2014	WRDGC - Various Tanks - 3 YR Contract	18 Final Tanks	Tank Painting	SP10	SteveNahulak - RE 708-588-3686	$1,754,760
2015	Village of Dwight - IL RT 66 Tank	.250 MGL	Tank Paintin	SP10/SP10	Gerald Hennely - PE 847-980-3691	$202,256
2015	DuPage Water Commission - 5.0/7.5 MGL Tank 2 & 4W	5.0/7.5 MGL	Tank Painting/Repairs	SP10/SP6	Chris Bostick - 630-516-1915	$2,997,716
2015	City of Wheaton - IL - Manchester Road Tank	1.50 MGL	Tank Painting	SP10/SP6	Brad Schotanus - Dixon Eng. 630-220-1410	$780,050
2015	Village of Pingree Grove 1.0 MGL	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Joseph Cavery - Water Super. 847-464-5533	$484,125
2015	Village ogf Willowbrook - IL .500 MGL 67th street / Lake Hinsdale Drive	.500 MGL	Tank Painting	SP10/SP6	Gerald Hennely - PE 847-980-3691	$368,200
2016	Country Club Hills - IL South Tank	.200 MGL	Tank Painting	SP10/SP6	Baxter-Woodman -Ray Koenig - 815-459-1260	$254,000
2016	DuPage Water Commission - 5.0/7.5 MGL Tank 1 & 4E	5.0/7.5 MGL	Tank Painting/Repairs	SP10/SP6	Chris Bostick - 630-516-1915	$29,907,580
2016	Village of Antioch - IL - Bowles Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	Brad Schotanus - Dixon Eng. 630-220-1410	$288,500
2016	Village of Wauconda - IL Tank 1	.500 MGL	Tank Painting/Repairs	SP10/SP6	William R. Rickert,PE RHMG Engineers, Inc. 847/362-5959	$498,800
2016	NSMJAWA - 5.0 Standpipe West	5.0 MGL	Tank Painting/Repairs	SP10/SP6	Stephen T. Crede - 630-710-8667 Burns & McDonnell	$1,292,000
2017	Village of Tinley Park Post 1 - East Tank	5.0 MGL	Tank Painting-Intr/Extr O\	SP10/SP11	Jennifer Prinz - Robinson Eng. 708-210-5687	$807,750
2017	DuPage Water Commission - 7.5 MGL Tank No. 3 Naperville, IL	7.5 MGL	Tank Painting/Repairs	SP10/SP6	Chris Bostick - 630-516-1915	$1,390,000
2017	Village of Schaumburg - Pump Station 22 Tank	5.5 MGL	Tank Painting/Repairs	SP10/SP6	Michele Piotrowski, P.E. EEI 630- 466-6724	$1,282,550
2017	City of Elgin -1.0 MGL Randall Rd Spheroid Tank	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Erick Weisse, 847-544-1081	$954,700
2017	Village of Carol Stream 3 Tank Painting/Repairs	1.0/.250/.500 MGL	Tank Painting/Repairs	SP6/Repairs	Gerald Hennely - PE 847-980-3691	$81,120
2017	City of LaSalle - 1.0 Hydropillar Tank	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Todd Schaffer - Dixon Eng, 630-376-8322	$498,500
2017	City of El Paso .200 MGL Spheroid	.200 MGL	Tank Painting/Repairs	SP10/SP6	Joe Mikuleky- Farnsworth Group 309-663-8435	$258,000
2017	City of Chenoa .200 MGL Ellipsodal	.200 MGL	Tank Painting/Repairs	SP10.SP11	Joe Mikuleky- Farnsworth Group 309-663-8435	$229,860
2017	Village of Woodridge - .500 MGL Spheroid	.500 MGL	Tank Painting/Repairs	SP10/SP11	Brad Schotanus - Dixon Eng. 630-220-1410	$306,300
2017	Aqua-IL, Inc. 1.0 MGL Bourbonnais Tank	1.0 MGL	Tank Painting/Repairs	SP11-Extr	Brad Schotanus - Dixon Eng. 630-220-1410	$142,400
2017	Aqua-IL, Inc. 3.0 MGL Bradley Tank	3.0 MGL	Tank Painting/Repairs	SP11-Extr	Brad Schotanus - Dixon Eng. 630-220-1410	$167,000
2017	Aqua-IL, Inc. .250 Spheroid Tank	.250 MGL	Tank Painting/Repairs	SP10/SP6	Brad Schotanus - Dixon Eng. 630-220-1410	$340,000
2017	Aqua-IL, Inc..150 MGL Klemme Rd Tank	.150 MGL	Tank Painting/Repairs	SP10/SP6	Brad Schotanus - Dixon Eng. 630-220-1410	$233,000
2017	City of Addison - Chestnut 1.5 Concrete Tank	1.5 MGL	Tank Painting		Jim Russo Water Dept 630-620-2020	$43,200
2017	City of Chicag-Water Dept. Harrison/Dever Cribs	Extr Steel and Intr Steel	Water System Painting	SP6/SP11	City of Chicago Water Dept - Greg Adams	$1,350,000
2017	City of Addison - 1,5 MGl Hydropillar	1.5 MGL	Tank Painting/Repairs	SP10/SP6	Jim Russo Water Dept 630-620-2020	$1,148,000
2018	Village of Homewood 1.0 GST	1.0 MGL	Tank Painting	SP10/SP6	John Schafer 708-206-3470	$354,800
2018	NSMJAWA - 5.0 Standpipe East	5.0 MGL	Tank Painting/Repairs	SP10/SP6	Paul D. May - P.E. 847-981-4083	$1,179,000
2018	Chicago Ridge 1.0 MGL Legged Tank	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$1,169,259
2018	Carpentersville Various Tanks	1.25 and 3.0 MGL	Tank Painting/Repairs	SP10/SP11	Baxter-Woodman -Ray Koenig - 815-459-1260	$668,465
2018	Village of Tinley Park Post 2 Concrete Tank	6.0 MGL	Tank Painting/Repairs	SP3/SP10	Brad Schotanus - Dixon Eng. 630-220-1410	$210,000
2018	Village of Homewood Pump Station Painting	1.0 MGL	Pump Station - Liner	SP6/ICRI 1-3	John Schafer 708-206-3470	$309,200
2018	Nestle Waste Water Tank Lining	.050 MGL	Tank Liner	SP6-ICRI 5	Nestle Corp. Conrad J. Joanis 630-417-0193	$170,000
2018	City of Milwaukee LS 35 6.0 MGL EGST	6.0 MGL	Tank Painting/Repairs	SP10/SP6	M.Gremmer/P.Greuel Wter Dept. 414-286-3630	$1,865,058
2018	City of Elmhurst R-0557 West Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	Rick Leber - Robinson Eng. 815-464-2693	$604,435
2018	City of Elmhurst R-0334 North Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	Rick Leber - Robinson Eng. 815-464-2693	$662,000
2018	Village of Tinley Park Post 1 LOGO	3.0 MGL	LOGO Painting	SP3	Brad Schotanus - Dixon Eng. 630-220-1410	$16,000
2018	Naperville Piping Thermal Insulation	.750 MGL	Insulative Coating	SP6	Patrick O'Malley - Naperville Water	$22,980
2018	Joliet Water Tower 12D 1.0 MGL	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Nickolas C.Gornick -Joliet Water 815-405-3666	$900,361

2019	City of Olney 1.0 MGL Sph Recoat	1.0 MGL	Tank Painting	SP11/SP10	Mike Bridges Charleston Eng. 815-843-9236	$310,400
2019	MWRD 17-134-3M OCF Lining	Tanks	Lining	ICRI 3-4	IHC Construction Co. LLC	$390,000
2019	Lincolnwood 1.5 MGL Standpipe	1.5 MGL	Tank Painting/Repairs	SP6/SP10	Gerald Hennely - P.E. 847-980-3691	$860,100
2019	City of Elgin Alft Lane 1.0 MGL Sph	1.0 MGL	Tank Painting/Repairs	SP6/SP10	KLM Engineering Scott Kriese 651-773-5577	$893,750
2019	Naperville SWET - Piping/Thermal Insul.	Water Tank Piping	Pipe Insulation	SP6	NPW - Pat O'Malley 630-768-6693	$22,338
2019	Schaumburg Athena Concrete GST Repairs	3.0 MGL	Tank Repairs	Injection	Dixon Eng Todd Schaefer 630-376-8322	$48,360
2019	Elgin Leo Nelson Basin Tank	3.0 MGL	Tank Painting/Repairs	SP6/SP10	Timothy Scholtz P.E. Strand 815-744-4200	$335,650
2019	Arlington Heights Thomas Legged 1.0 MGL	1.0 MGL	Tank Painting/Repairs	SP6/SP10	Rick Leber - Robinson Eng. 815-464-2693	$1,048,900
2019	NSSD Building 10 Piping Insulation	Water Piping	Pipe Insulation	SP6	NSSD Greg Grenyo 847-623-6060	$41,760
2019	St. Charles .300 MGL Tank Sph.	.300 MGL	Tank Painting/Repairs	SP6/SP10	Dixon Eng Todd Schaefer 630-376-8322	$521,300
2020	Wood Dale 1.25 GS Reservoir/Pupm Stn Piping	1.25 MGL	Tank/Pipe Painting	SP6/SP10	Gerald Hennely - P.E. 847-980-3691	$498,750
2020	Village of Orland Park .300 MGL Sph	.300 MGL	Tank Painting/Repairs	SP6/SP10	Ken Dado - OP PW Water 708-403-6350	$653,670
2020	City of Joliet .500 MGL Rock Run Sph	.500 MGL	Tank Painting/Repairs	SP6/SP10	Nickolas C.Gornick -Joliet Water 815-405-3666	$675,750
2020	Naperville S. Water Works Pipe Insulation	Water Piping	Pipe Insulation	SP2	Dahme Mechanical/Pat O'Malley 630-768-6693	$50,000
2020	NSSD Clavey - Digester 1/ 4 Lining W/Repairs	Lining	Lining	ICRI 3-4	Keno & Sons - Ted Mej 815-615-8509	$584,700
2020	MWRD - Themal Piping /Coating	Digesters	Tank Painting	SP6/SP11	IHC Construction Co. LLC	$1,800,000
2020	MWRD - 17-601-31 Final Tanks	5 Waste Water Tanks	Tank Painting	SP6/SP11	CL Coatings - MWRD Contract	$405,000
2020	Elmwwod Park .250 MGL Toro	.250 MGL	Tank Painting/Repairs	SP6/SP10	Gerald Hennely - P.E. 847-980-3691	$764,100
2020	Palos Heights 1.0 MGL GST Reservoir	1.0 MGL	Tank Painting/Repairs	SP10/SP11	Adam Jasinski - PW Water 708-238-4571	$451,700
2020	City of Bloomington - 2.5 MGL Hydropillar	2.5 MGL	Tank Painting/Repairs	SP10/SP3	Joe Mikulackey - Farsworth Group	$1,378,000
2020	Village of Sauk Village - .500 Water Spheroid	.500 MGL	Tank Painting/Repairs	SP6/SP10	Rick Leber - Robinson Eng. 815-464-2693	$517,500
2020	Villa Park .500 MGL Toro - Mome Street Tank	.500 MGL	Tank Painting/Repairs	SP6/SP10	Rich Salerno - PW Asst Direct.	$782,520
2021	Village of Lemont .750 MGL Spheroid	.750 MGL	Tank Painting/Repairs	SP6/SP10	James Cainkar - Novotney Engineering	$670,860
2021	Village of Hinkley .300 MGL Spheroid	.300 MGL	Tank Painting/Repairs	SP6/SP10	Michele Piotrowski, P.E. EEI 630- 466-6724	$476,043
2021	City of Des Plaines - Oakton 1.0 MGL Legged	1.0 MGL	Tank Painting/Repairs	SP10/SP11	Todd Schaffer - Dixon Eng, 630-376-8322	$690,800
2021	Lake County Brooks Farm .400 MGL Sph.	.400 MGL	Tank Painting/Repairs	SP6/SP10	Rick Leber - Robinson Eng. 815-464-2693	$463,300
2021	Village of Oak Brook -East & West Water Sph	Two .500 MGL	Tank Painting/Repairs	SP10/SP11	Todd Schaffer - Dixon Eng, 630-376-8322	$757,340
2021	City of Dekalb - 2.0 MGL Hydropillar	2.0 MGL	Tank Painting/Repairs	SP6/SP10	KLM Engineering JamesCreed 651-238-4905	$1,451,056
2021	Village of New Lenox .300 MGL Sph	.300 MGL	Tank Painting/Repairs	SP6/SP10	Todd Schaffer - Dixon Eng, 630-376-8322	$409,795
2021	Village of Orland Park No 7 .500 MGL Sph.	.500 MGL	Tank Painting/Repairs	SP6/SP10	Timothy Scholtz P.E. Strand 815-744-4200	$792,000
2022	City of Western Springs 1.0 MGL Legged	1.0 MGL	Tank Painting/Repairs	SP6/SP10	Todd Schaffer - Dixon Eng, 630-376-8322	$861,846
2022	Justice Willow Springs .750 MGL Hydropillar	.750 MGL	Tank Painting/Repairs	SP6/SP10	KLM Engineering JamesCreed 651-238-4905	$1,114,125
2022	MWRDGC - 21-662-11 Digester Cover Repaint	12 Tank 120- D Covers	Tank Painting/Repairs	SP11	Kinga Stennik - MWRD 708-256-3556	$536,875
2022	Village of Wood Ridge 4.0 MGL Standpipe	4.0 MGL	Tank Painting/Repairs	SP6/SP10	Todd Schaffer - Dixon Eng, 630-376-8322	$1,320,500
2022	Joliet Laraway Rd 1.0 MGL Legged Tank	1.0 MGL	Tank Painting/Repairs	SP6/SP10	KLM Engineering JamesCreed 651-238-4905	$1,567,000
2022	City of West Chicago No 4 & 8 GSR	Two .500 MGL	Tank/Painting/Repairs	SP6/SP10	KLM Engineering JamesCreed 651-238-4905	$1,388,650
2022	Village of Round Lake .750 MGL Sph	.750 MGL	Tank Painting/Repairs	SP6/SP10	Baxter & Woodman Eng. 8155-444-3270	$628,800
2022	City of Markham - 1.0 MGL Sph.	1.0 MGL	Tank Painting/Repairs	SP10/SP11	Todd Clayton PW Dir. 708-906-0159	$374,800
2022	Village of Carol Stream .500 Legged Tank	.500 MGL	Tank Painting/Repairs	SP10/SP11	Gerald Hennely - P.E. 847-980-3691	$457,600
2022	Village of Arlington Heights 2 5.0 MGL	Two 5.0 MGL	Tank Painting/Repairs	SP10/SP6	Rick Leber - Robinson Eng. 815-464-2693	$1,936,000
2022	Village Orland Park Tower 6 and 4	1.0 MGL & .300 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$2,218,850
2022	City of Joliee Aux Sable Clarifier - Treat. Plant	2.0 MGL - Pump Stn	Tank Painting/Repairs	SP10/SP11	Nickolas Gornick -Joliet Water 815-405-3666	$288,000
2022	Village of Mokena - 4.0 MGL Concrete Tank	4.0 MGL	Tank Painting/Repairs	SP-1	Kyle Vester Village Engineer 708-479-3900	$140,500

2023	Village of Mokena - .750 MGL Sph Tank	.750 MGL	Tank Painting/Repairs	SP10/SP6	Kyle Vester Village Engineer 708-479-3900	$916,800
2023	Village of Downers Grove - 2.0 MGL Legged	2.0 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$2,622,540
2023	Village of Hinsdale 2.0 MGL Standpipe	2.0 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$1,212,800
2023	City of Des Plaines - Dulle Rd 2.0 MGL Hydro	2.0 MGL	Tank Painting/Repairs	SP10/SP6	Todd Schaffer - Dixon Eng, 630-376-8322	$1,778,000
2023	Village of Orland Park Tower 10	.500 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$1,150,000
2023	Village of Sandwich .300 MGL Sph	.300 MGL	Tank Painting/Repairs	SP10/SP6	Todd Schaffer - Dixon Eng, 630-376-8322	$547,000
2023	City of Naperville - 1.0 MGL Hydropillar	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Patrick O'Malley - Naperville Water	$1,421,000
2024	Village of Hazel Crest - 22-R0468 East/West	.500 MGL	Tank Painting/Repairs	SP10/SP6	Rick Leber - Robinson Eng. 815-464-2693	$ 992,000.00
2024	MWRD - Group E and F Water Tanks	.500 MGL/.150 MGL	Tank Painting/Repairs	SP10/SP6	John Hardy RE - 847-924-8610	$1,878,000
2024	Village of Thornton - 22-R0568.01	.500/MGL & .400 MGL	Tank Painting/Repairs	SP10/SP6	Rick Leber - Robinson Eng. 815-464-2693	$ 873,000.00
2024	City of Galena .500 MGL Spheroid - Overcoat	.500 MGL Sph	Ext Overcoat/Repairs	SP10/SP11	Dixon Enginnering - Tim Wilson 641-903-4193	$ 294,664.00
2024	City of West Chicago .250 MGL Legged Tank	.250 MGL	Tank Painting/Repairs	SP6/SP10	KLM Engineering JamesCreed 651-238-4905	$ 719,900.00
2024	City of Elgin - DN Tanks 1.0 MGL Baffle Repl.	1.0 MGL	Int Painting Rf-Repair	SP10/SP3	KLM Engineering JamesCreed 651-238-4905	$ 422,000.00
2024	City of Naperville - 2.0 MGL Northeast StndP.	2.0 MGL	Tank Painting/Repairs	SP10/SP6	Patrick O'Malley - Naperville Water 630-420-6681	$ 1,632,075.00
2024	Burr Ridge .300 MGL South Spheroid	.300 MGL	Tank Painting/Repairs	SP10/SP6	Claus Dunkelburg - CMT, Inc. 630-820-1022	$ 654,000.00
2024	City of Milwaukee - 2.0 MGL Legged HT-22	2.0 MGL	Tank Painting/Repairs	SP10/SP6	Anthony Aquila 414-336-9484	$ 2,245,800.00
2024	MWRD - (14) 4.0 MGL Digester Tanks	4.0 MGL	Tank Painting/Repairs	SP10/SP6	MWRD - IHC Contract 18-148-3P	$5,039,000*
2024	Dahme Mech. Mt Prospect Pimp Stn 5 Repair	2.0 MGL Tank/Pipe	Tank Painting/Repairs	SP10/SP3	Kris Komorn - DMI 847-459-2539	$94,000
2024	New Lenox 5.0 MGL Concrete Reservoir Paint	5.0 MGL	Tank Exterior Repaint	SP1	Todd Schaffer - Dixon Eng, 630-376-8322	$104,800
2024	Village of Glen Ellyn 1.0 MGL Grd Reservoir	1.0 MGL	Tank Misc. Painting	SP6/SP3	Todd Schaffer - Dixon Eng, 630-376-8322	$289,684
2024	MWRD 19-159-3P Chemical Backup Liner	SWP - Liner	Tank Lining Coatrings	CSP-3-5	MWRD - IHC Contract 19-159-3P	$346,000
2024	Village of McHenry 1.0 MGL Spheroid	1.0 MGL	Tank Painting/Repairs	SP10/SP6	** On going and/or completed by date Shown Rick Leber - Robinson Eng. 815-464-2693	$814,801
2024	Village of Crete .500 MGL Legged Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	Justine Pancrazio -Public Works 708-473-2676	$776,000
2024	Village of Nooridge .250 MGL Sph. - Montrose	.250 MGL	Tank Painting/Repairs	SP10/SP6	KLM Engineering JamesCreed 651-238-4905	$1,090,800
2024	MWRD - 23-684-22 Digester Covers	2.0 MGL (14)	Exterior Tank Painting	SP11/SP3	Kinga Stennik - MWRD 708-256-3556	$751,000
2024	MWRD - IHC Hanover Park 19-542-3MR	Pump Station Painting	Intr. Pump Stn Paint	SP11/SP6	IHC Construction Co. LLC	$176,000
2024	Greater Peoria Sanitary District - Grit Washer	Process Piping Paint	Pipe Painting	SP10	Jim Sloan - Director of Operations 309-272-4860	$103,800
2025	Palos Heights .250 MGL Sheroid Repaint	.250 MGL	Tank Painting/Repairs	SP10/SP11	Todd Schaffer - Dixon Eng, 630-376-8322	$380,800
2025	Villa Park .500 MGL Toro - Street Tank	.500 MGL	Tank Painting/Repairs	SP10/SP6	Rich Salerno - PW Asst Direct.	$786,849
2025	City of Park Ridge 1.0 MGl Spher	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$1,388,723
2025	Urbana-Champaign 2025 Painting Project	Process Tank Painting	Tank Painting	SP10	Mathew Graven UCSD Director 217-367-3409	$144,396
2025	City of Berwyn 4.0 MGL Ground Steel Reserv	4.0 MGL	Tank Painting/Repairs	SP10/SP11	Rick Leber - Robinson Eng. 815-464-2693	$845,000
2025	City of Des Plaines .500 MGLSph-Holy Family	.500 MGL	Tank Painting/Repairs	SP10/SP6	Todd Schaffer - Dixon Eng, 630-376-8322	$770,220
2025	Greater Peoria Sanitary District - Screw Pumps	Piping/Pumps	Process Equip Painting	SP10	Jim Sloan - Director of Operations 309-272-4860	$78,500
2025	Mount Prospect - Concrete Lining/Repairs	3.0 MGL Conc. Tank	Tank Painting/Conc Rep	ICRI 3-4	Tank Industry Consultants - Richard Racy317-271-3100	$566,970
2025	City of Montgomery 1.0 MGL GSR	1.0 MGL	Tank Painting/Repairs	SP10/SP6	Mike Schweisthal EEI SPM 630-466-6728	$486,200
2025	Village of Itasca 1.0 MGL Steel Standpipe	1.0 MGL	Tank Painting/Repairs	SP10/SP3 Partial	Rick Leber - Robinson Eng. 815-464-2693	$196,200
2025	Village of Cary .250 MGL Legged High Rd Tank	.250 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$932,780
2025	Village of Oak Brook Reserv A & B Repairs	4.0 and 3.5 MGl G-Tank	Inter Tank Paint/Repairs	SP10/SP3	Todd Schaffer - Dixon Eng, 630-376-8322	$199,160
2025	City of Geneva .500 MGl Spheroid Tank	.500 MGL Sph	Tank Painting/Repairs	SP10/SP6	Andrew Deitchman - Farh-Graham Engineer 630-327-6087	$439,000
2025	Village of Stager .250 MGL Legged Tank	.250 MGL Toro	Tank Painting/Repairs	SP10/SP6	Roy Stone Water Supeintendent 708-651-7523	$600,800
2026	City of Naperville .500 MGL North Sph	.500 MGL Sph	Tank Painting/Repairs	SP10/SP6	Pending Award	$999,077*

2026	Village of Downers Grove .500 MGL Legged Tank	.500 MGL Legged	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$989,694*
2026	City of Chicago Hiegts - 1.0 MGL and 2.0 MGL	1.0 MGL Toro/2.0 MGL	Tank Painting/Repairs	SP10/SP6	Gerald Hennely - P.E. 847-980-3691	$4,567,691**
2026	North Park water Commission .100 MGl Toro	.100 MGL	Tank Painting/Repairs	SP10/SP6	Todd Schaffer - Dixon Eng, 630-376-8322	$431,300

* To Be completed in 2026/Not Scheduled
** To Be Completed by 2027

City of Aurora, IL
Purchasing
Jolene Coulter, Director of Purchasing
44 E Downer Place, Aurora, IL 60502

EVALUATION TABULATION

ITB No. 25-221

Church Road Elevated Water Storage Tank Rehabilitation

RESPONSE DEADLINE: January 21, 2026 at 11:00 am
Report Generated: Thursday, January 22, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Era-Valdivia Contractors, Inc.	$1,861,150.00
Dynamic Industrial Services Inc.	$2,067,035.00
Neumann Co Contractors	$2,599,985.00

BASE BID

BASE BID					Dynamic Industrial Services Inc.		Era-Valdivia Contractors, Inc.		Neumann Co Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	EXTERIOR PAINTING COMPLETE (WITH CONTAINMENT)	1	LS	$725,000.00	$725,000.00	$700,000.00	$700,000.00	$1,101,900.00	$1,101,900.00
X	2	INTERIOR PAINTING COMPLETE (WET AREA)	1	LS	$525,000.00	$525,000.00	$414,000.00	$414,000.00	$582,700.00	$582,700.00

BASE BID					Dynamic Industrial Services Inc.		Era-Valdivia Contractors, Inc.		Neumann Co Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	INTERIOR PAINTING COMPLETE (DRY AREA)	1	LS	$504,000.00	$504,000.00	$425,000.00	$425,000.00	$527,800.00	$527,800.00
X	4	LETTERING AND LOGO	1	LS	$14,000.00	$14,000.00	$18,000.00	$18,000.00	$19,300.00	$19,300.00
X	5	WASTE DISPOSAL - NON HAZARDOUS	550	TON	$55.00	$30,250.00	$14.00	$7,700.00	$35.00	$19,250.00
X	6	WASTE DISPOSAL - HAZARDOUS	50	TON	$55.00	$2,750.00	$10.00	$500.00	$100.00	$5,000.00
X	7	FURNISH AND INSTALL MANWAY AND HATCH ON CONDENSATE PLATFORM	1	LS	$5,000.00	$5,000.00	$5,800.00	$5,800.00	$6,800.00	$6,800.00
X	8	REMOVE AND REPLACE LADDER TO CONDENSATE PLATFORM	1	LS	$12,000.00	$12,000.00	$12,800.00	$12,800.00	$16,000.00	$16,000.00
X	9	MOVE ELECTRICAL CONDUIT WIRING & BRACKETS	1	LS	$5,000.00	$5,000.00	$19,100.00	$19,100.00	$6,800.00	$6,800.00

BASE BID					Dynamic Industrial Services Inc.		Era-Valdivia Contractors, Inc.		Neumann Co Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	10	REMOVE AND DISPOSE OF EXISTING ROOF LADDER	1	LS	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$4,200.00	$4,200.00
X	11	FURNISH AND INSTALL ROOF HANDRAIL	1	LS	$7,000.00	$7,000.00	$7,800.00	$7,800.00	$9,200.00	$9,200.00
X	12	ROOF MANWAY IMPROVEMENTS AND ACCESS TUBE AIR GAP	1	LS	$15,000.00	$15,000.00	$16,200.00	$16,200.00	$20,300.00	$20,300.00
X	13	WELD REPAIR - HOLES	5	EA	$250.00	$1,250.00	$220.00	$1,100.00	$300.00	$1,500.00
X	14	WELD REPAIR - BROKEN WELDS	25	IN	$50.00	$1,250.00	$45.00	$1,125.00	$60.00	$1,500.00
X	15	SEAL WELD SHELL STIFFENING ANGLES	1	LS	$5,000.00	$5,000.00	$35,000.00	$35,000.00	$21,400.00	$21,400.00
X	16	FURNISH AND INSTALL RISER SAFETY HANDRAIL	1	LS	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$10,200.00	$10,200.00
X	17	REMOVE AND REPLACE FALL PREVENTION DEVICE	1	LS	$9,000.00	$9,000.00	$7,000.00	$7,000.00	$13,500.00	$13,500.00

BASE BID					Dynamic Industrial Services Inc.		Era-Valdivia Contractors, Inc.		Neumann Co Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	FURNISH AND INSTALL OVERFLOW FLAP GATE	1	LS	$4,000.00	$4,000.00	$4,800.00	$4,800.00	$5,900.00	$5,900.00
X	19	CONDENSATE DRAIN MODIFICATIONS	1	LS	$5,000.00	$5,000.00	$5,800.00	$5,800.00	$6,900.00	$6,900.00
X	20	VALVE PIT LADDER AND HATCH MODIFICATIONS	1	LS	$15,000.00	$15,000.00	$14,000.00	$14,000.00	$19,800.00	$19,800.00
X	21	CONCRETE REPAIR	1	LS	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$11,400.00	$11,400.00
X	22	GROUT REPAIR	1	LS	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$6,900.00	$6,900.00
X	23	WELD REPAIR - CORROSION PITS	100	SQIN	$100.00	$10,000.00	$15.00	$1,500.00	$73.00	$7,300.00
X	24	PIT FILLING, APPLIED	10	GALLON	$300.00	$3,000.00	$350.00	$3,500.00	$750.00	$7,500.00
X	25	INSTALL WELDED STEEL CAPS OVER ABANDONED CATHODIC PROTECTION ANODE HOLES	35	EA	$300.00	$10,500.00	$300.00	$10,500.00	$350.00	$12,250.00
X	27	REMOVE AND REPLACE RAFTER BOLTS	36	EA	$200.00	$7,200.00	$220.00	$7,920.00	$300.00	$10,800.00

BASE BID					Dynamic Industrial Services Inc.		Era-Valdivia Contractors, Inc.		Neumann Co Contractors	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	28	ROOF STRUCTURE REPAIR - REPLACE RAFTER	10	LF	$200.00	$2,000.00	$220.00	$2,200.00	$290.00	$2,900.00
X	29	GARAGE DOOR MODIFICATIONS	1	LS	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00
X	30	REPLACE MAN DOOR AND FRAME	1	LS	$4,000.00	$4,000.00	$8,000.00	$8,000.00	$7,400.00	$7,400.00
X	31	REPAIR LOUVERED VENTS	4	EA	$1,200.00	$4,800.00	$250.00	$1,000.00	$2,575.00	$10,300.00
X	32	REPLACE LOUVERED VENTS	1	EA	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$2,900.00	$2,900.00
X	33	TANK DISINFECTION, SAMPLING AND BACTERLOGICAL TESTING	1	LS	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,200.00	$1,200.00
X	34	TIE OFF ANCHORS	23	EA	$300.00	$6,900.00	$290.00	$6,670.00	$350.00	$8,050.00
Total						$1,960,900.00		$1,755,015.00		$2,493,850.00

ALLOWANCE

ALLOWANCE				Dynamic Industrial Services Inc.	Era-Valdivia Contractors, Inc.	Neumann Co Contractors
Selected	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
X	35	ITEMS ORDERED BY THE ENGINEER	Allowance	$70,000.00	$70,000.00	$70,000.00
X	36	FURNISH AND INSTALL CATHODIC PROTECTION SYSTEM	Lump Sum	$36,135.00	$36,135.00	$36,135.00
Total				$106,135.00	$106,135.00	$106,135.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Dynamic Industrial Services Inc.	Era-Valdivia Contractors, Inc.	Neumann Co Contractors
Bid Deposit	Pass	Pass	Pass
Proposal Form	Pass	Pass	Pass
Contact Information	Pass	Pass	Pass
References	Pass	Pass	Pass
Sub-Contractor List	Pass	Pass	Pass
Eligibility	Pass	Pass	Pass
Bidder's Tax Certification	Pass	Pass	Pass
Bidder's Certification	Pass	Pass	Pass
Apprenticeship or Training Program Certification	Pass	Pass	Pass
Union/Apprenticeship Requested Documentation	Pass	Pass	Pass
Local Vendor Preference Application	Pass	Pass	Pass
Standard City of Aurora Contract	Pass	Pass	Pass

Question Title	Dynamic Industrial Services Inc.	Era-Valdivia Contractors, Inc.	Neumann Co Contractors
Additional Information	Pass	Pass	Pass