



City of Aurora, IL

**BRIDGEPORT LANE STORM SEWER INSTALLATION**  
**25-167**

RELEASE DATE: July 14, 2025

DEADLINE FOR QUESTIONS: July 23, 2025

RESPONSE DEADLINE: July 30, 2025, 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. 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.** 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.

## 2. RECEIPT OF BID PROPOSALS

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

## 3. 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.

## 4. BID DEPOSIT

Each Bidder shall deposit with its Bid a Bid guarantee consisting of a Bid bond, on the IDOT BLR 12230 form, payable to the order of the City, in an amount not less than five percent (5%) of the total amount of the Bid submitted, as a guaranty that in case the Bidder's Bid is accepted, the Bidder shall within fifteen (15) days after

the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Bidder, proper insurance certificates and a Performance and Payment Bond in one hundred percent (100%) of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. **Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov on the appropriate IDOT BLR 12230 form.** 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.

## 5. 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.

## 6. 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.

## 7. 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.

## 8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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).

#### **14. DATA**

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

#### **15. 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.**

## **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. 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.

### **3. 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.

### **4. 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.

## 5. 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.**

## 6. 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.

## 7. 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](mailto: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!*

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. PERMITS AND LICENSES**

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

## **13. 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.

## **14. 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.

## **15. 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) Worker's Compensation Insurance - Statutory amount.

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

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

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

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. REGULATORY COMPLIANCE**

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

## **24. 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.

## **25. 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.**

## **26. 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.

## **27. 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.

## **28. 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 five (5) 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 five (5) 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. Scope of Work

The City of Aurora, IL invites you to bid on the anticipated installation of 190 LF of 12” RCP storm sewer including one doghouse manhole, one catch basin, and two curb inlets including storm sewer extension of 8” DIP pipe with a metal flared end section and other miscellaneous appurtenances all in accordance with the Plans and specifications.

#### **DESCRIPTION OF PROJECT:**

Name: Bridgeport Lane Storm Sewer Installation

Location: Between 2865 and 2897 Bridgeport Ln

Proposed Improvement: Install 190 LF of 12” RCP storm sewer including one manhole, one catch basin, and two curb inlets including storm sewer extension of 8” DIP pipe with a metal flared end section and other miscellaneous appurtenances all in accordance with the Plans and specifications.

### 2. SPECIAL PROVISIONS

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

#### **SP A.1 – ALTERATIONS TO PROJECT BY ENGINEER**

The Engineer reserves the right to alter the Plans and details, extend or shorten the improvement, add such work as deemed necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the Standard Specifications, except that the Contractor shall not be entitled to additional compensation or lost profits in the event that quantities are reduced below the original contract quantities, or in the event pay items are deleted entirely.

#### **SP A.2 – ITEMS ORDERED BY ENGINEER**

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

Payment for all additional work ordered by the Engineer in writing, which is deemed by the Engineer to be eligible for payment and is not covered by the Contract, shall be made from the allowance included in the contract under ITEMS ORDERED BY ENGINEER. The Contractor shall not be entitled to any additional

compensation in the event that utilization of this allowance, either in whole or in part, is not required to complete the work.

### **SP A.3 – RESPONSIBILITY OF WORK**

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

### **SP A.4 – PUBLIC SAFETY AND CONVENIENCE**

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

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

### **SP A.5 – COMPLETION DATE**

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

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

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

- **Obtain Final completion of the entire project by September 26, 2025.**

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

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

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

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

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

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

#### **SP A.6 – PERFORMANCE GUARANTEE OF WORK**

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with written directions of the City, remove it from the site and replace it with non-defective work to the satisfaction of the Engineer.

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

#### **SP A.7 – WORK DAYS AND HOURS**

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

**Equipment shall not be started before 6:45 AM.**

#### **SP A.8 – INCIDENTAL WORK**

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

#### **SP A.9 – PRE-CONSTRUCTION MEETING**

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

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

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

#### **SP A.10 – NOTIFICATION**

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

#### **Parking**

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

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

### Roadway

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

### Water

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

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

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

### Sanitary

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

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

### **SP A.11 – CONTROL OF MATERIALS**

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

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

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

### **SP A.12 - RECORD DRAWINGS**

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

### **SP S.1 – TRAFFIC CONTROL AND PROTECTION**

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

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

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

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

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

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

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

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

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight

sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

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

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

### **SP S.3 – LOCATION OF UTILITIES**

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

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

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

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

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

### **SP H.1 – SOIL EROSION CONTROL**

If the size of the project warrants a Storm Water Pollution Prevention Plan (SWPPP), then the Contractor and their Subcontractors shall sign the necessary certification forms and follow the requirements of the SWPPP. The Contractor shall coordinate with the Engineer on correcting any deficiencies identified during

inspections or Incidents of Non-compliance, and shall notify the Engineer of any changes to the SWPPP's Erosion Control Plan.

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

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

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

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

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

## **SP H.2 – DUST CONTROL & DIRT ON PAVEMENT**

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

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

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

of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to control dust and clean the pavement(s) as required.

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

### **SP H.3 – CLEANING ALL STRUCTURES**

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

### **SP H.5 – DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL**

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

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

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

### **Clean Construction and Demolition Debris**

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

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

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

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

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

#### **SP H.6 – HAZARDOUS SPILL REMEDIATION**

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

#### **SP G.1 – MOBILIZATION**

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

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

#### **SP G.2 – WATER FOR CONSTRUCTION PURPOSES**

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

### **SP G.3 – SURFACE RESTORATION**

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

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

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

#### Pipe Bedding

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

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

#### Haunching

Pipe Haunching shall consist of compacted aggregate for the full width of the trench to the spring line for the reinforced concrete pipe or ductile iron pipe and to one foot (1') above the top of the pipe for PVC pipe in accordance with the details included in these Plans.

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

#### Trench Backfill

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

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

#### Under grassed areas:

Satisfactory excavated or borrow material, approved by the Engineer.

### Under pavements:

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

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

### Compaction Jetting and Water Soaking

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

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

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

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

### Measurement and Payment

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

The cost of supplying and installing the initial and final Select Granular Trench Backfill shall be paid for at the contract unit price per CUBIC YARD (CY) for SELECT GRANULAR TRENCH BACKFILL. Section 20 of the Standard Specifications for Water and Sewer Main Construction in Illinois shall be used to determine the quantity of Select Trench Backfill that will be eligible for payment. The depth used for the purposes of calculating the quantity of trench backfill that is eligible for payment shall be from the top of the haunching to the bottom of the bituminous pavement patch.

### **SP G.6 – COMPACTION REQUIREMENTS**

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

#### Percentage of Maximum Density Requirements

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

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

#### Pavement, Drives, and Sidewalks

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

#### Lawn or Unpaved Areas

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

#### Moisture Control

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

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

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

### **SP G.13 – TREE TRIMMING**

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

### **SP ST.1 – STORM SEWERS**

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

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

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

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

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

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

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

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

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

## **SP ST.2 – STORM MANHOLES**

New storm manholes shall be constructed of pre-cast reinforced concrete in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, and the details included in the Plans. Non-shrinkable grout shall be required in the opening left around the pipe connections in the manhole wall.

All manhole components, including cast iron frame, cone and barrel sections shall be sealed watertight with 1" x 1" butyl rope joint sealants, compressed to manufacturer's specifications. The inside joints of manhole sections, adjusting rings, and frame shall not be required to be mortared. However, the area around the pipe and between the pipe and flow channel shall be filled with cement mortar to provide a flush smooth surface.

This work shall also include the installation of a Class SI PCC bench in accordance with the details.

**Each manhole shall be furnished with a cast iron frame and cover as specified in the Plans. Frames shall be East Jordan 1050Z1 or approved equal within paved areas. In non-paved areas, the frame shall be East Jordan 1022Z1 or approved equal. The lids shall be East Jordan 1020A watertight covers with two (2) concealed "EPIC" pickholes. The cover shall have the words "City of Aurora" cast into the top, in two (2) inch high lettering. The structures shall be constructed with a minimum of 2" adjusting rings and allow for a maximum of 10" of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black. 5000 series meeting ASTM D3575 and ASTM D48-1913; B6D7G4L3M24S2T17W7. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l ((7.5pcf). "Grade" adjustment rings may contain either an upper or lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top. The grade adjustment rings shall be capable of supporting the minimum requirements of AASHTO M-306, H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments. Composite rings shall be set with 3/8"x3.5" butyl rope between each ring, frame and/or top of structure in lieu of the manufacturer recommended sealant. Any adjustment to the proposed structure required to match existing or proposed conditions, shall be incidental to this item. Existing frames and lids being removed shall be delivered to 649 S. River St., Aurora at the location shown by City personnel.**

Payment will be made at the contract unit price EACH (EA) for STORM MANHOLE, of the type and diameter specified, constructed in accordance with the detail shown on the Plans, which price shall include the cost of furnishing and installing the specified frame and lid, excavation, dewatering, installation of new manhole, backfill material, removal and disposal off site of existing storm structures (if present), sealing pipes with brick and mortar found to be connected to the existing structure being replaced as directed by the Engineer in the field, and connection of new or existing pipes to the manhole.

### **SP ST.3 – CATCH BASINS**

New catch basins shall be constructed of pre-cast reinforced concrete in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, and the details included in the Plans. Non-shrinkable grout shall be required in the opening left around the pipe connections in the manhole wall.

All catch basin components, including cast iron frame, cone and barrel sections shall be sealed watertight with 1" x 1" butyl rope joint sealants, compressed to manufacturer's specifications. The inside joints of catch basin sections, adjusting rings, and frame shall not be required to be mortared. However, the area around the pipe and between the pipe and flow channel shall be filled with cement mortar to provide a flush smooth surface. Frames and grates shall be specified in the Plans, but shall be one of the following based on application:

- Neenah R-3015 with Type R grate, or approved equal, for sags
- Neenah R-3286-8V, East Jordan 7520 T1, or approved equal, for continuous grades
- Neenah R-3067 with Type R grate, or approved equal, for additional grate capacity
- Neenah R-3509 for depressed curbs

- Neenah R-4340-B (IDOT TY 8 Grate) for typical rear yards
- Neenah R-4341-A for rear yards where a higher capacity grate is desired

The structures shall be constructed with a minimum of 2” adjusting rings and allow for a maximum of 10” of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black. 5000 series meeting ASTM D3575 and ASTM D48-1913; B6D7G4L3M24S2T17W7. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l ((7.5pcf). “Grade” adjustment rings may contain either an upper or lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top. The grade adjustment rings shall be capable of supporting the minimum requirements of AASHTO M-306, H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments. Composite rings shall be set with 3/8”x3.5” butyl rope between each ring, frame and/or top of structure in lieu of the manufacturer recommended sealant. Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item. Frames and Grates shall have the phrase “Dump No Waste Drains to River” cast into them. Existing frames and grates being removed shall be delivered to 649 S. River St., Aurora, at the location shown by City personnel.

Payment will be made at the contract unit price EACH (EA) for CATCH BASIN of the type and diameter indicated, which shall include the cost of all excavation, weep holes, drainage fabric, backfill material and furnishing and installing the specified frame and grate, removal and disposal off site of existing storm structures (if present), sealing pipes with brick and mortar found to be connected to the existing structure being replaced as directed by the Engineer in the field, and connection of new or existing pipes to the new storm structure.

### **SP ST.5 – INLETS**

New inlets shall be constructed of pre-cast reinforced concrete in accordance with Standard Specifications for Water and Sewer Main Construction in Illinois, and the details included in the Plans. Non-shrinkable grout shall be required in the opening left around the pipe connections in the manhole wall.

This work shall also include the installation of a Class SI PCC bench in accordance with the details.

All inlet components, including cast iron frame, cone and barrel sections shall be sealed watertight with 1" x 1" butyl rope joint sealants, compressed to manufacturer’s specifications. The inside joints of inlet sections, adjusting rings, and frame shall not be required to be mortared.

Each inlet shall be furnished with the frame and grate as specified in the Plans or approved equal. **The structures shall be constructed with a minimum of 2” adjusting rings and allow for a maximum of 10” of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black. 5000 series meeting ASTM D3575 and ASTM D48-1913; B6D7G4L3M24S2T17W7. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l ((7.5pcf). “Grade” adjustment rings may contain either an upper or lower keyway (tongue and groove)**

**for vertical alignment and/or an adhesive trench on the underside with a flat top. The grade adjustment rings shall be capable of supporting the minimum requirements of AASHTO M-306, H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments. Composite rings shall be set with 3/8"x3.5" butyl rope between each ring, frame and/or top of structure in lieu of the manufacturer recommended sealant.** Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item.

**Frames and Grates shall have the phrase "Dump No Waste Drains to River" cast into them.** Existing frames and grates being removed shall be delivered to 649 S. River St., Aurora, at the location shown by City personnel.

Payment will be made at the contract unit price EACH for STORM INLET of the diameter indicated, which shall include the cost of all excavation, weep holes, drainage fabric, backfill material and furnishing and installing the specified frame and grate, removal and disposal off site of existing storm structures (if present), sealing pipes with brick and mortar found to be connected to the existing structure being replaced as directed by the Engineer in the field, and connection of new or existing pipes to the new storm structure.

#### **SP ST.6 – FIELD ADJUSTMENTS TO PROPOSED STORM STRUCTURES**

This work shall consist of making modifications to new storm structures as required to facilitate changes in the proposed line and/or grade of the storm sewer. Such modifications may include saw cutting the pre-cast structure and installing brick and mortar in order to raise or lower one or more pipes entering or exiting the new manhole, or saw cutting new openings. This work may also include saw cutting the proposed structure in order to lower the proposed rim elevation beyond the limits of the adjusting rings.

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

#### **SP R.1 – SAW CUTTING**

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

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

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

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

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

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

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

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

**Driveways**

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

**Local Streets and Minor Collectors**

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

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

### Arterials and Major Collectors

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

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

### Measurement and Payment

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

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

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

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

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

**Prior to the placement of any permanent pavement, the Contractor shall perform a proof roll in accordance with the latest addition of the IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.**

Measurement and Payment

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

**SP R.5 – PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT**

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

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

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

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

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

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

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

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

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

This work shall consist of the removal of existing and the installation of new combination (Portland Cement Concrete, PCC) curb & gutter of the type and size matching that which exists, or as directed by the Engineer, by

method and materials specified in Articles 606 and 1020 of the Standard Specification for Road and Bridge Construction. The new combination PCC curb and gutter shall be installed in locations where the work has caused damage or loss of the existing curb, or as shown on the Plans or directed by the Engineer.

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

Construction of combination PCC curb and gutter shall include:

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

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

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

#### **SP R.8 – PCC SIDEWALK REMOVAL AND REPLACEMENT, 5" AND DETECTABLE WARNINGS**

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

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

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

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

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

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

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

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

The surface finish shall be a light broom finish.

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

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

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

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

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

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

**SP R.10 – SEEDING - AURORA MIX:**

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

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

**Aurora Mix:**

The City of Aurora grass seed mixture consists of:

24.93% ASAP Perennial Ryegrass

24.46% Caddieshack Perennial Ryegrass

24.33% Goalkeeper Perennial Ryegrass

12.37% Geronimo Kentucky Bluegrass

12.29% Kentucky Bluegrass (variety not stated)

1.34% Inert Matter, 0.28% Crop, 0.00% weed

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

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

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

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

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

## PRICE PROPOSAL

### SCHEDULE OF PRICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Select Granular Trench Backfill	120	CY		
2	Unsuitable Soil Removal and Replacement	10	CY		
3	Class D Patching, 5" Binder & 1.5" Surface	150	SY		
4	Combination PCC Curb and Gutter Removal and Replacement	30	LF		
5	Seeding - Aurora Mix	50	SY		
6	Storm Sewer - 8" DIP	24	LF		
7	Storm Sewer - 12" RCP	190	LF		
8	Storm Manhole, Type A, 4' dia.	1	EA		
9	Storm Inlet, Type , 2' dia.	2	EA		
10	Storm Catch Basin, Type A, 4' dia.	1	EA		
11	Metal Flared End Section, 8"	1	EA		
12	Class 3 Rip Rap	5	CY		
13	Field Adjustments to Proposed Storm Structures	2	EA		
14	Traffic Control and Protection	1	LS		
15	Temporary Staging	25	TON		
16	Non-Special Waste Disposal	25	TON		
17	Special Waste Disposal	25	TON		
<b>TOTAL</b>					

**ITEMS ORDERED BY ENGINEER**

Line Item	Description	Unit of Measure	Unit Cost
18	Items Ordered by Engineer	Allowance	\$15,000.00

## VENDOR SUBMISSIONS

### 1. Bid Deposit\*

**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.

\*Response required

### 2. Contact Information\*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

\*Response required

### 3. References\*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

\*Response required

### 4. 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

### 5. 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

### 6. 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

### **7. Apprenticeship or Training Program Certification\***

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

\*Response required

### **8. Union/Apprenticeship Requested Documentation\***

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

\*Response required

### **9. IDOT Prequalification Confirmation\***

Upload IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

\*Response required

### **10. Additional Information**

# AURORA ILLINOIS

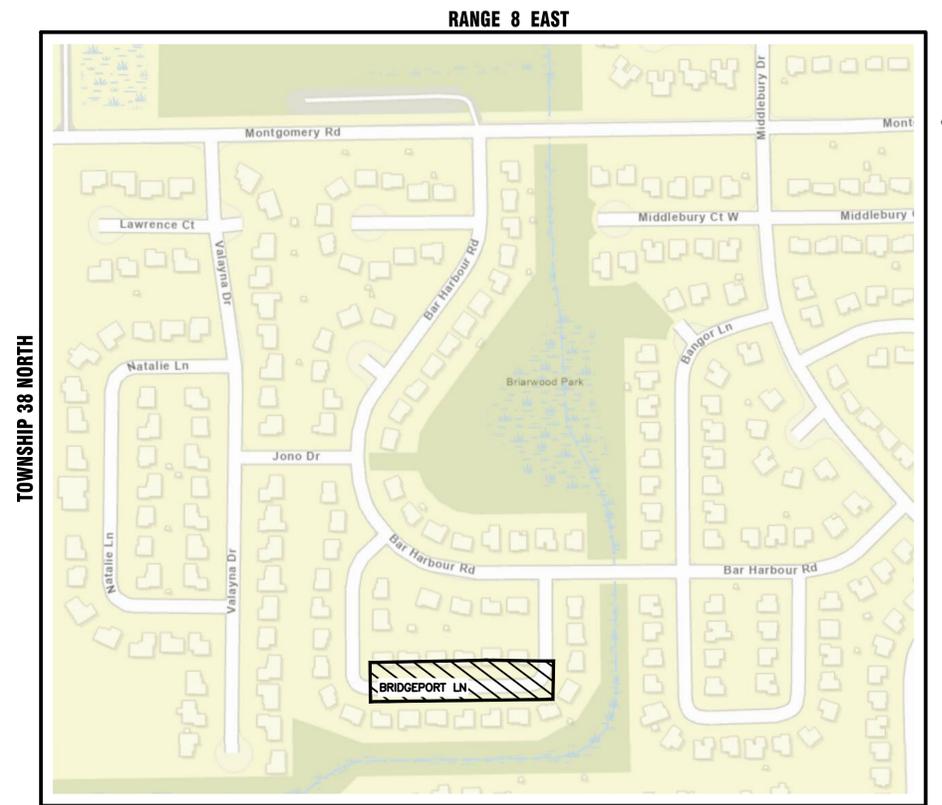
PLANS FOR THE PROPOSED

## BRIDGEPORT LN STORM SEWER INSTALLATION

JULY 2025

GENERALLY LOCATED IN THE S. 1/2 OF SEC 32, T38N, R9E

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



KANE COUNTY - AURORA TOWNSHIP  
THIRD PRINCIPAL MERIDIAN

LOCATION MAP  
NOT TO SCALE

### INDEX OF SHEETS

- 1 COVER SHEET
- 2 PLAN AND PROFILE
- 3-5 STANDARD DETAILS

Dial 811 or 1-800-892-0123



Know what's below.  
Call before you dig.

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

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

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

PLANS PREPARED BY:

**CITY OF AURORA**

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION  
77 S. BROADWAY AVE, AURORA, IL 60505

PHONE: 630-256-3200 FAX: 630-256-3229

REVISIONS:

DESIGNED BY: NS	DRAWN BY: AHB	CHECKED BY: KTM	APPROVED BY: KTM	HORIZ. SCALE: N/A	VERT. SCALE: N/A	DATE: JULY 2025
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*Nadia L. Schweisthal*

STAMP

ILLINOIS REGISTERED PROFESSIONAL

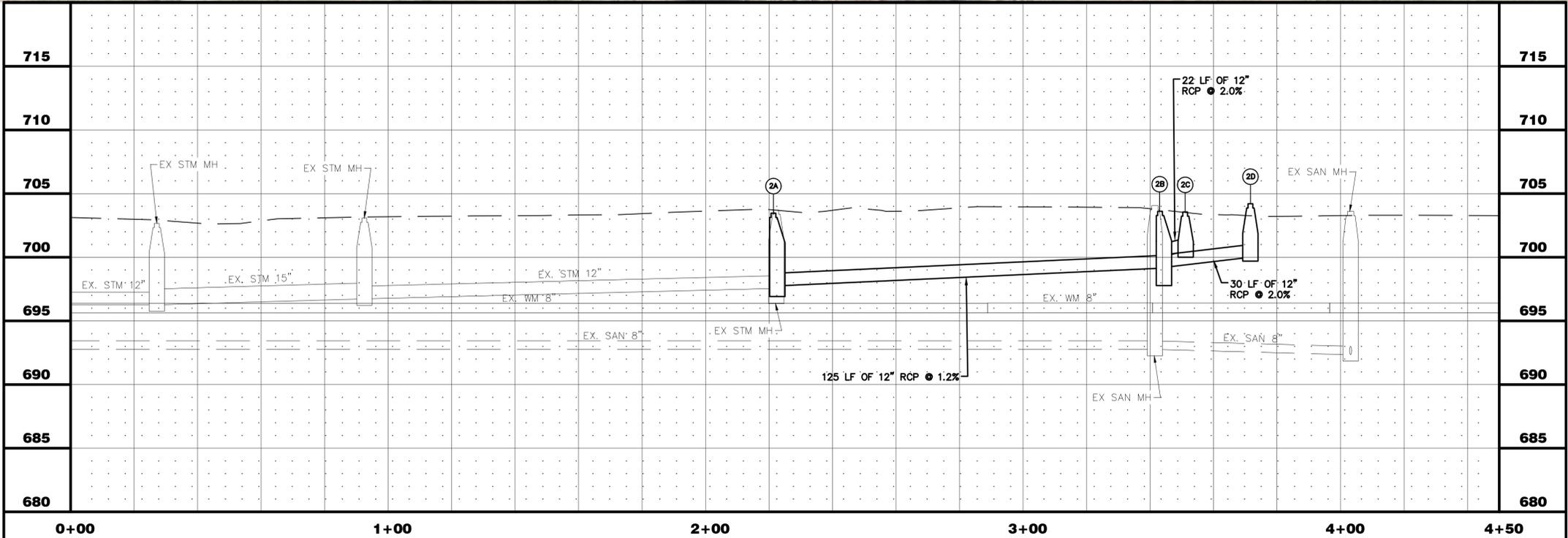
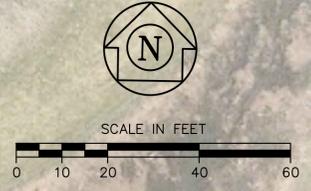
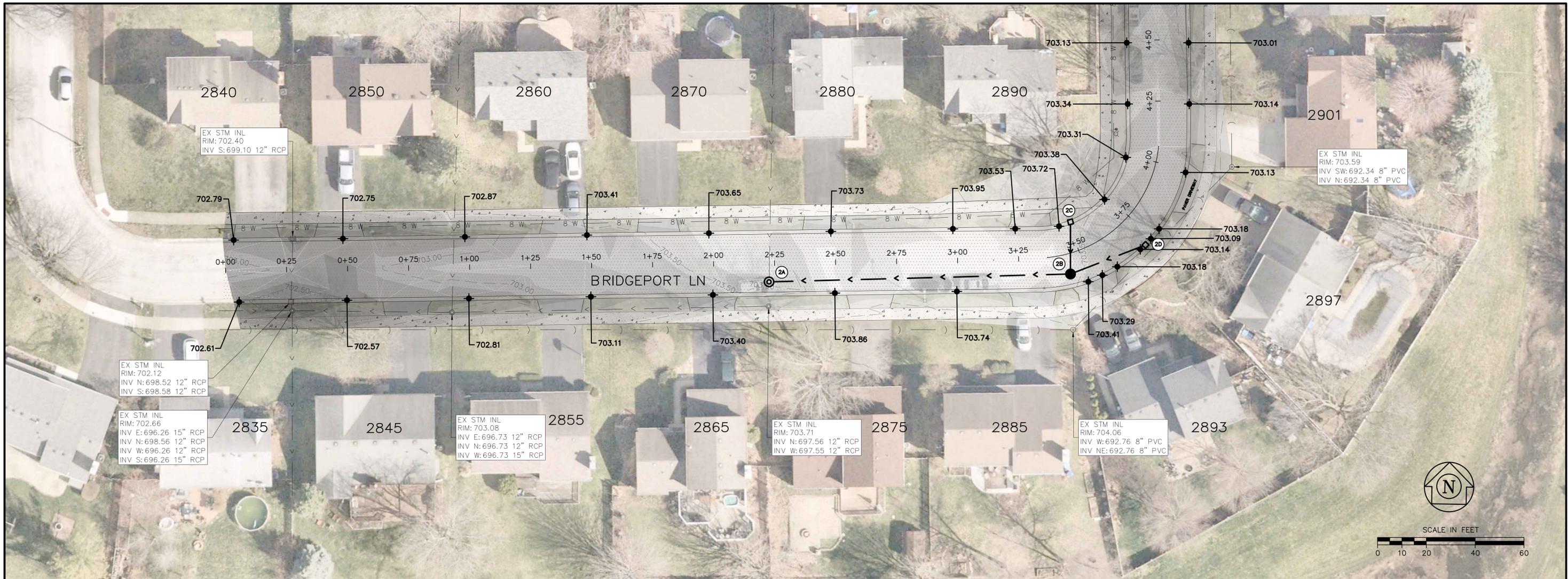
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LICENSE EXPIRES NOVEMBER 30, 2025

7/2/2025

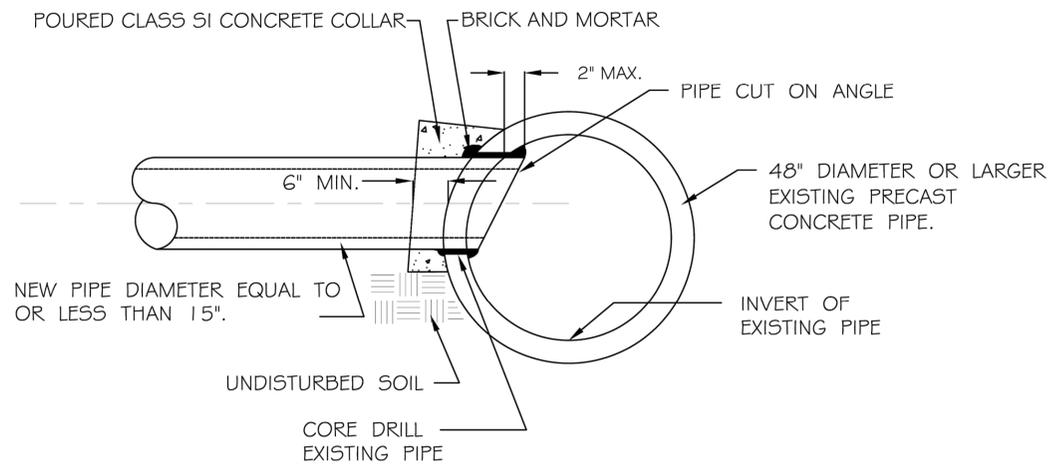
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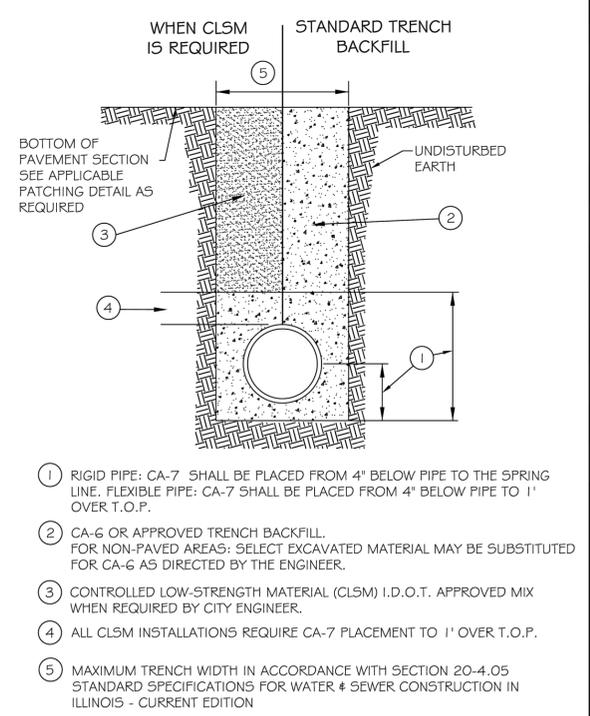


- STORM SEWER STRUCTURES**
- 2A** STORM MANHOLE NO. 2A  
 STA. 2+22.61  
 STORM MANHOLE DOGHOUSE 5' DIA.  
 CUT OPEN TOP OF 12" RCP  
 AND POUR CONCRETE BENCH  
 MH W/R - 1713 FR & TY A CL  
 RIM = 703.46  
 INV = 697.60 N, 12" RCP (ASSUMED ELEVATION)  
 INV = 697.58 S, 12" RCP (ASSUMED ELEVATION)  
 INV = 697.75 E, 12" RCP
  - 2B** STORM CATCH BASIN. 2B  
 STA. 3+40.90  
 STORM CATCH BASIN TY A. 4' DIA.  
 MH W/R - 1713 FR & TY A CL  
 RIM = 703.61  
 INV = 699.15 W, 12" RCP  
 INV = 699.20 E, 12" RCP  
 INV = 700.08 N, 12" RCP  
 125 LF OF 12" RCP @ 1.1%
  - 2C** STORM INLET NO. 2C  
 STA. 13+46.97  
 STORM INLET TY A. 2' DIA  
 MH W/R - 3501 FR & TY R GRATE  
 RIM = 703.56  
 INV = 700.50 S, 12" RCP  
 22' LF OF 12" RCP @ 1.9%
  - 2D** STORM INLET NO. 2D  
 STA. 13+46.97  
 STORM INLET TY A. 2' DIA  
 MH W/R - 3501 FR & TY R GRATE  
 RIM = 703.12  
 INV = 700.00 NW, 12" RCP  
 30' LF OF 12" RCP @ 2.6%
- NOTE:  
 CURB STRUCTURES 2C AND 2D SHALL HAVE A MINIMUM  
 6" OF ADJUSTING RINGS FOR FUTURE ADJUSTMENT

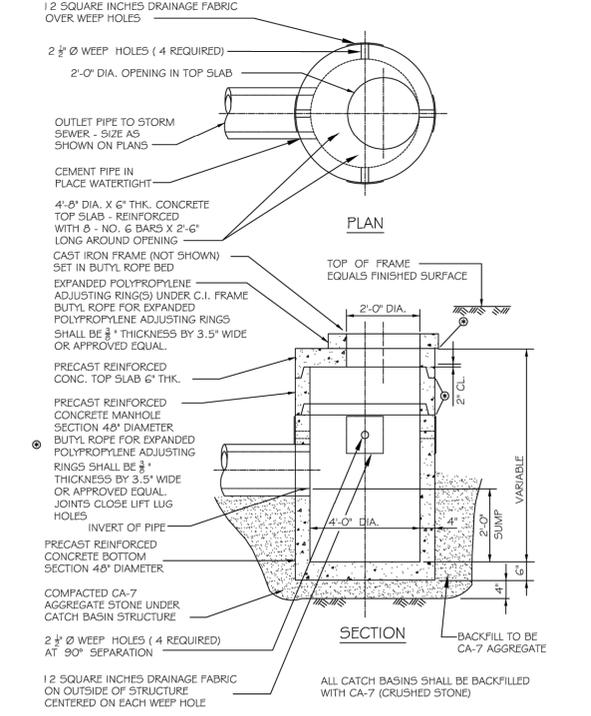
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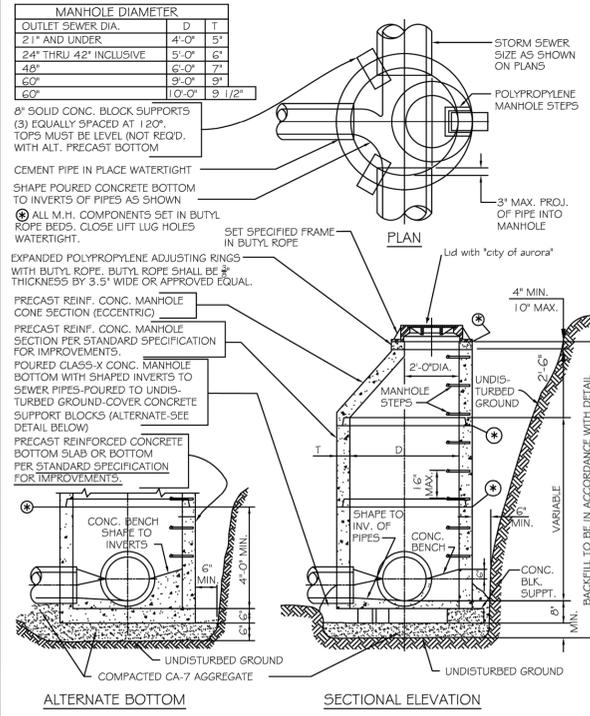
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		10/2007	jhs		



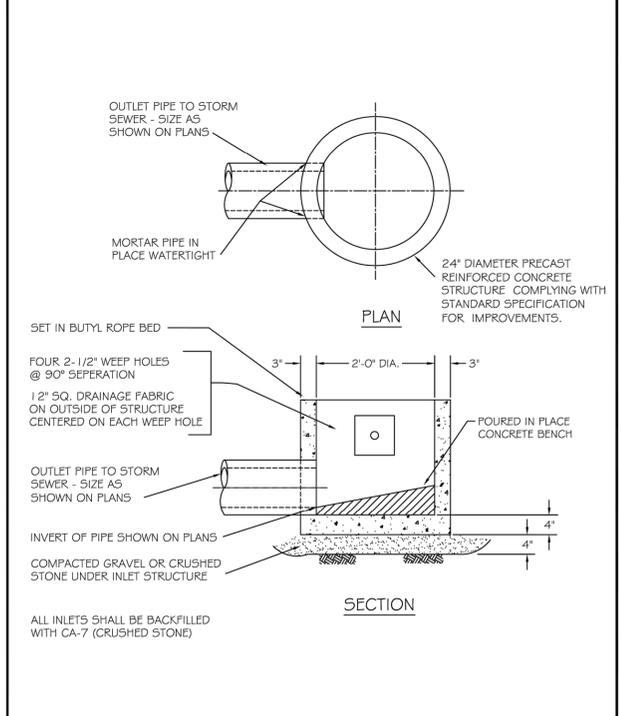
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		1/04	DG		



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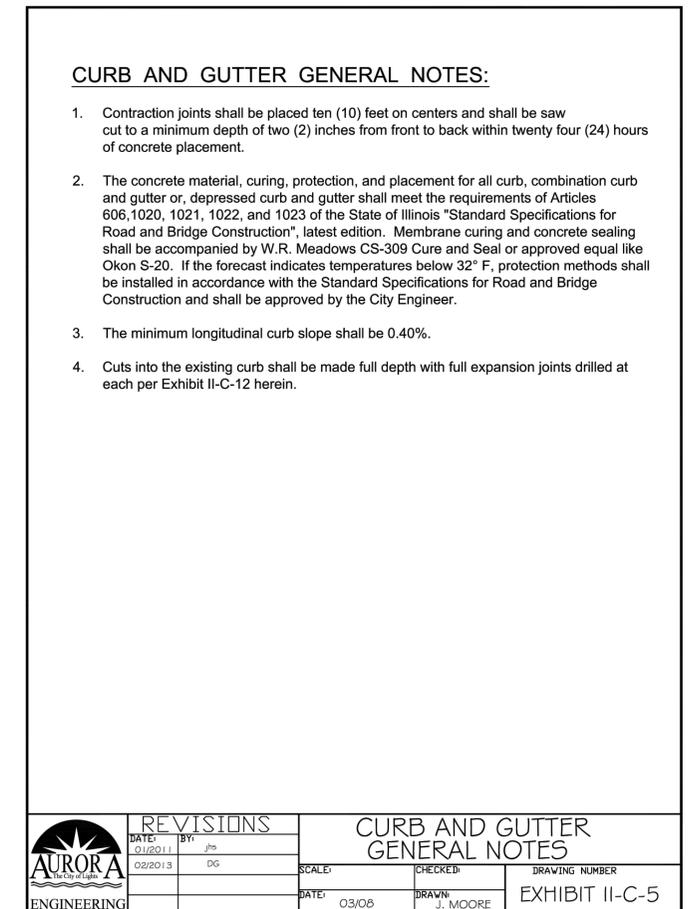
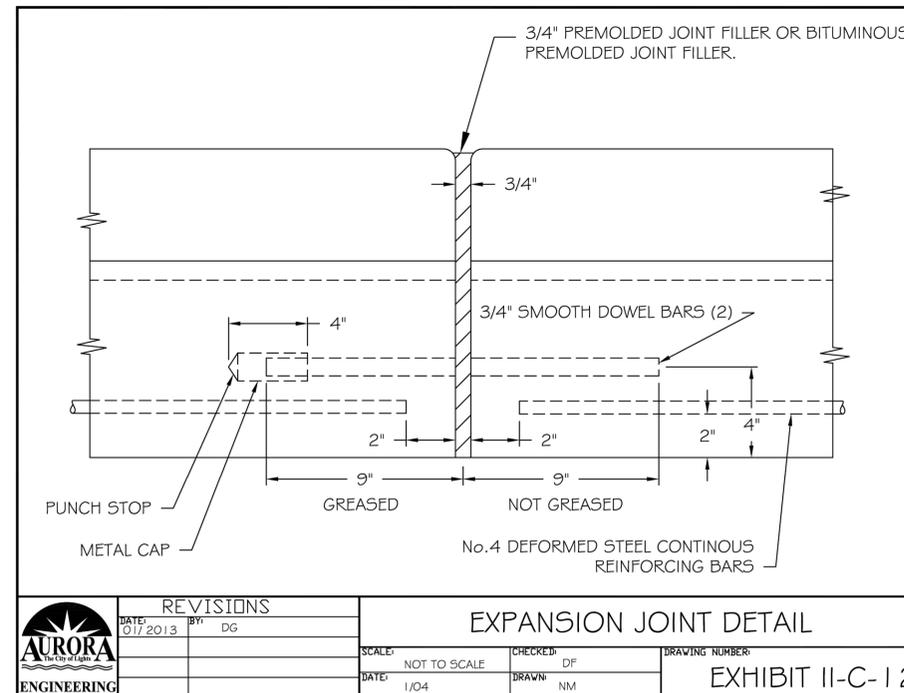
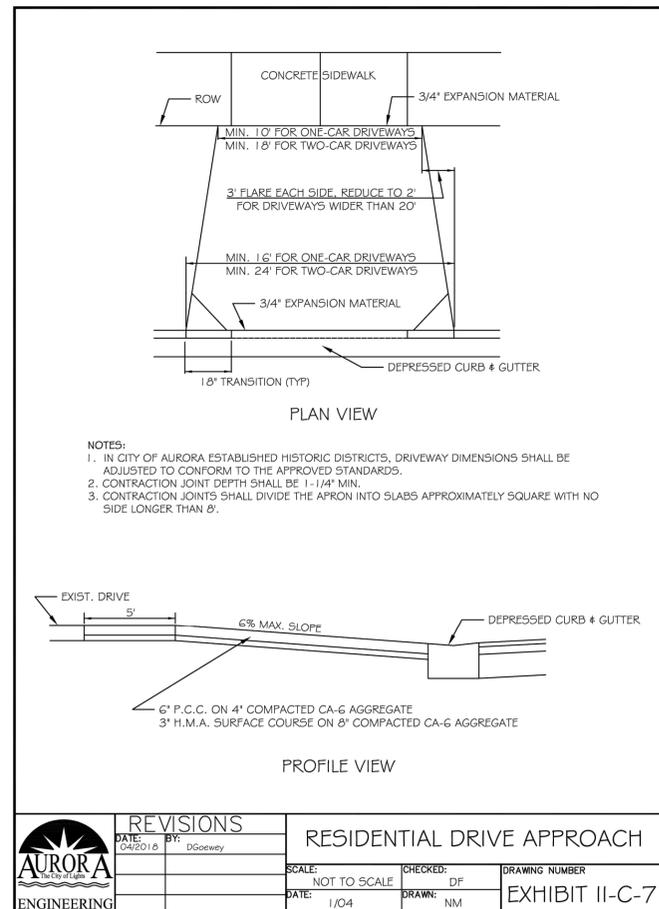
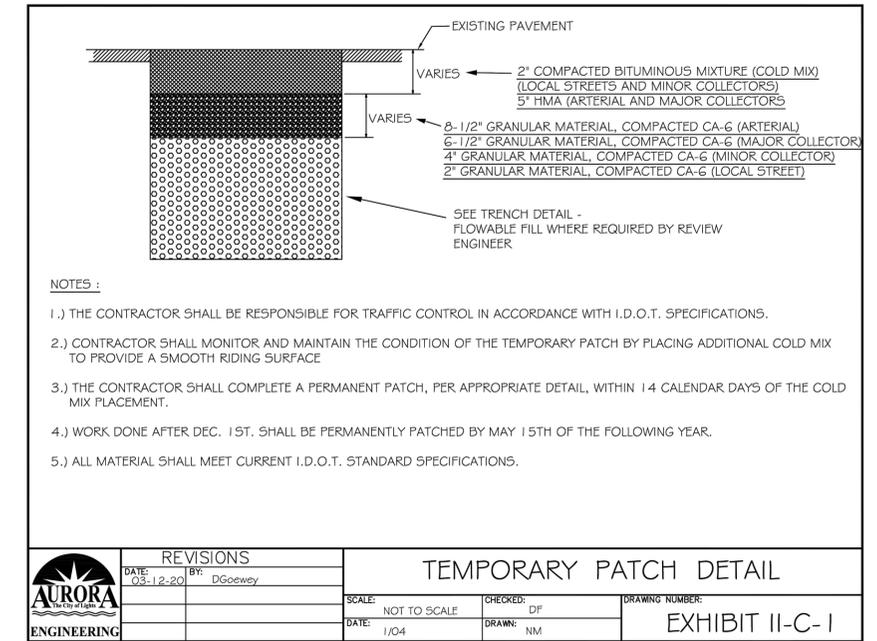
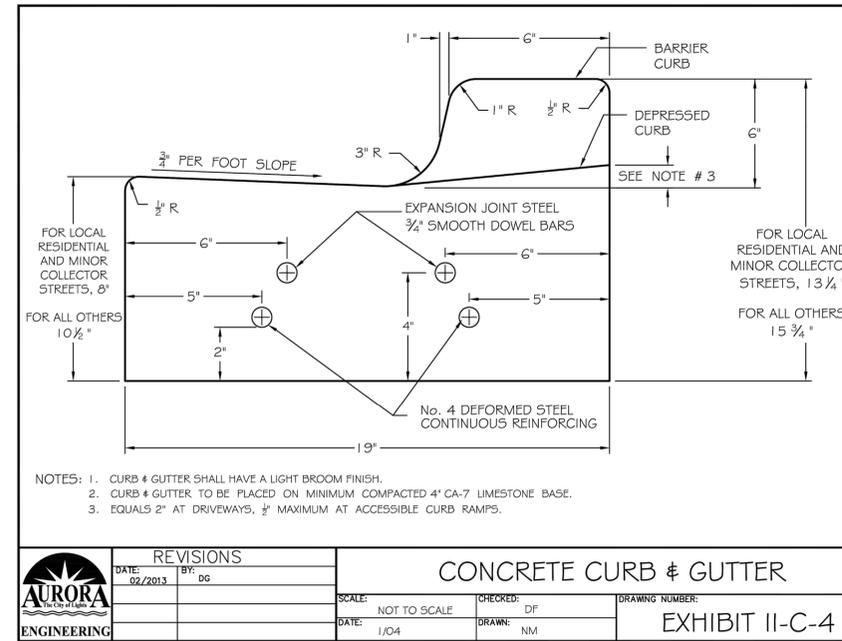
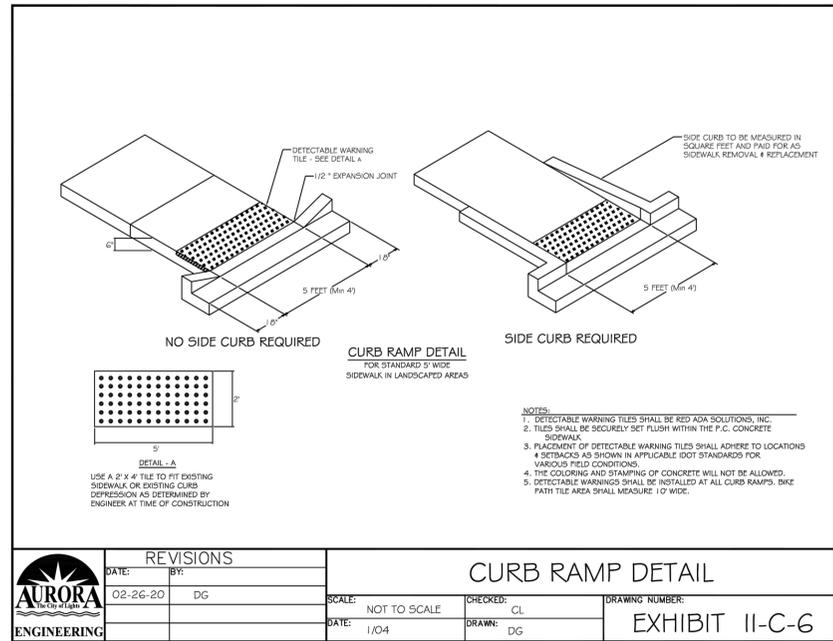


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CITY OF AURORA  
ENGINEERING DIVISION  
77 SOUTH BROADWAY  
AURORA, ILLINOIS 60505

REVISIONS:

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DRAWN BY: AHB	APPROVED BY: KM	DATE: 2024

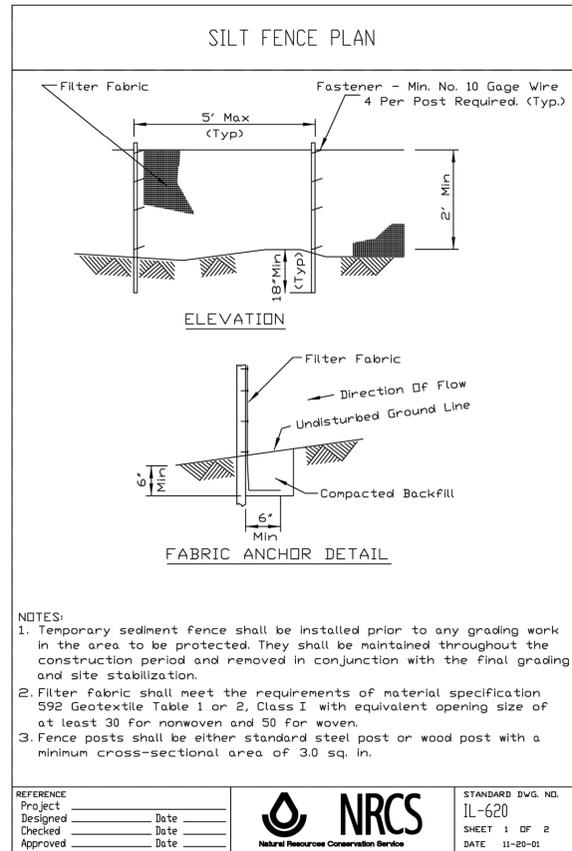
PROJECT

BRIDGEPORT LN STORM INSTALLATION

SHEET TITLE

STANDARD DETAILS

SHEET NUMBER  
4  
TOTAL SHEETS  
5



#### KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT STANDARD NOTES

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

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

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

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

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

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

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

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

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

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

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

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

#### SOIL STABILIZATION TABLE

#### REQUIRED FOR ALL DISTURBED GRASS AREAS

CITY OF AURORA MIX

- 24.53% ASAP PERENNIAL RYEGRASS
- 24.46% CADDISSHACK PERENNIAL RYEGRASS
- 24.33% GOALKEEPER PERENNIAL RYEGRASS
- 12.37% GERONIMO KENTUCKY BLUEGRASS
- 12.29% KENTUCKY BLUEGRASS (VARIETY NOT STATED)
- 1.34% INERT MATTER
- 0.28% CROP
- 0.00% WEED

261 LBS./AC.

MULCH: MECHANICALLY CRIMPED STRAW OR HYDRO-MULCH

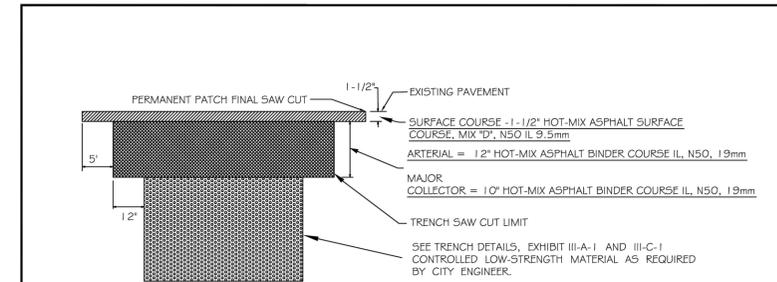
#### CONTRACTOR'S CERTIFICATION:

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

\_\_\_\_\_  
SIGNED DATE \_\_\_\_\_

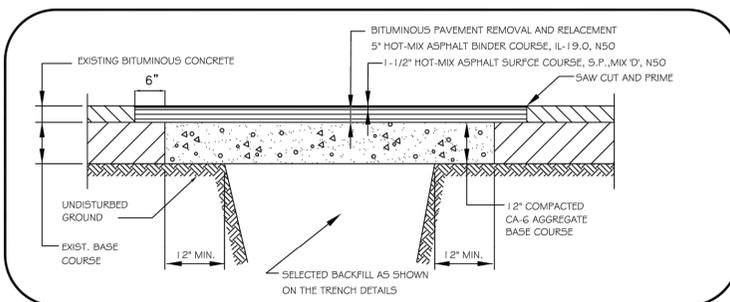
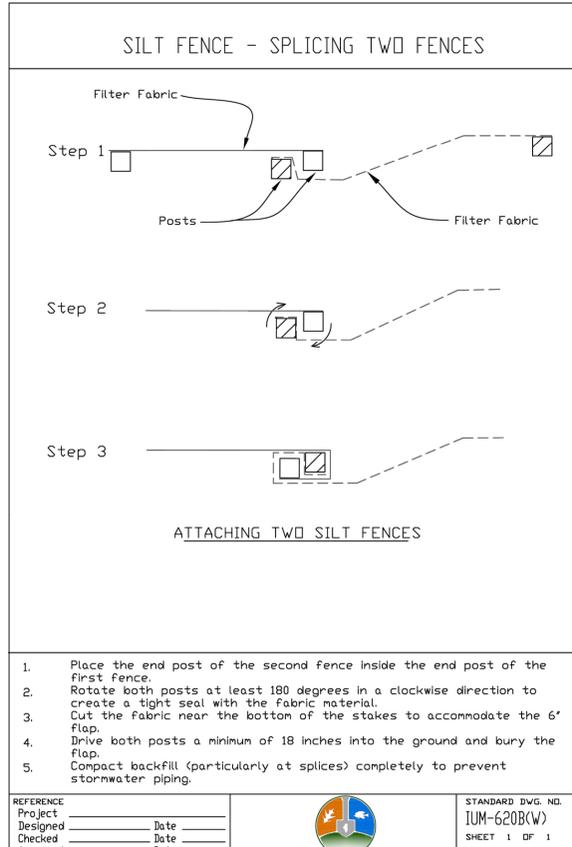
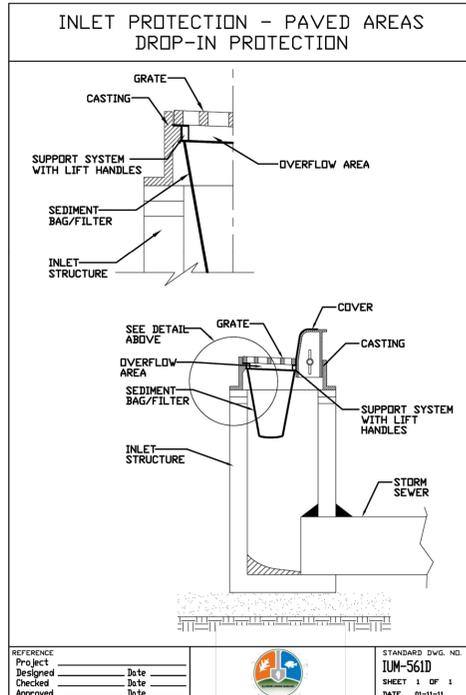
\_\_\_\_\_  
PRINT NAME \_\_\_\_\_

\_\_\_\_\_  
NAME OF COMPANY \_\_\_\_\_



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

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

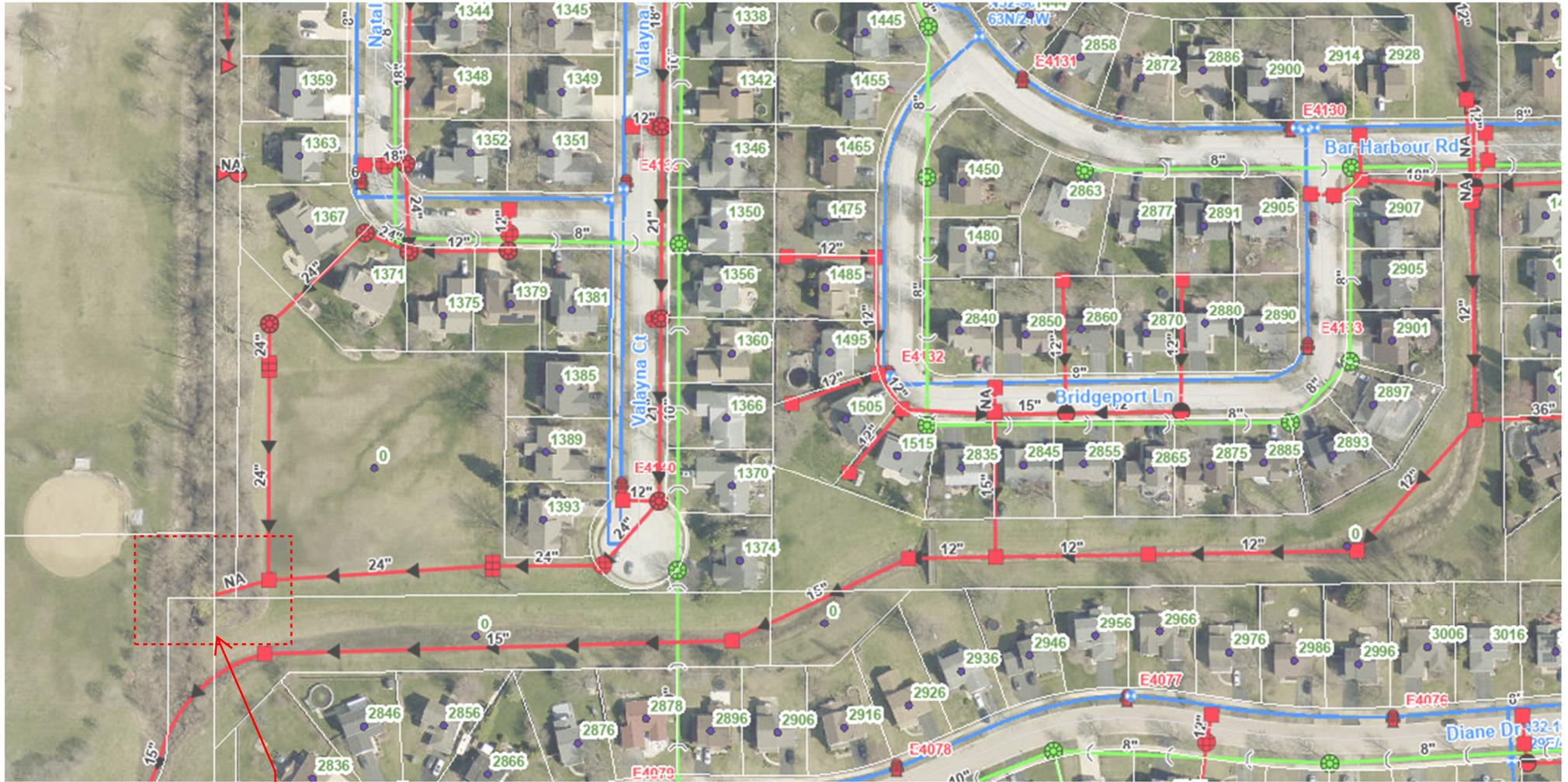


### PAVEMENT RESTORATION FOR RESIDENTIAL STREETS AND MINOR COLLECTORS

PLOT DATE 7/1/2025 3:15 PM LAST SAVED BY Hermendra P:\ENGINEERING\CAPITAL IMPROVEMENT PROJECTS\2025 STORM SEWER BRIDGEPORT LN STORM SEWER INSTALL\CAD\DRAWING\COVER SHEET AND DETAILS.DWG

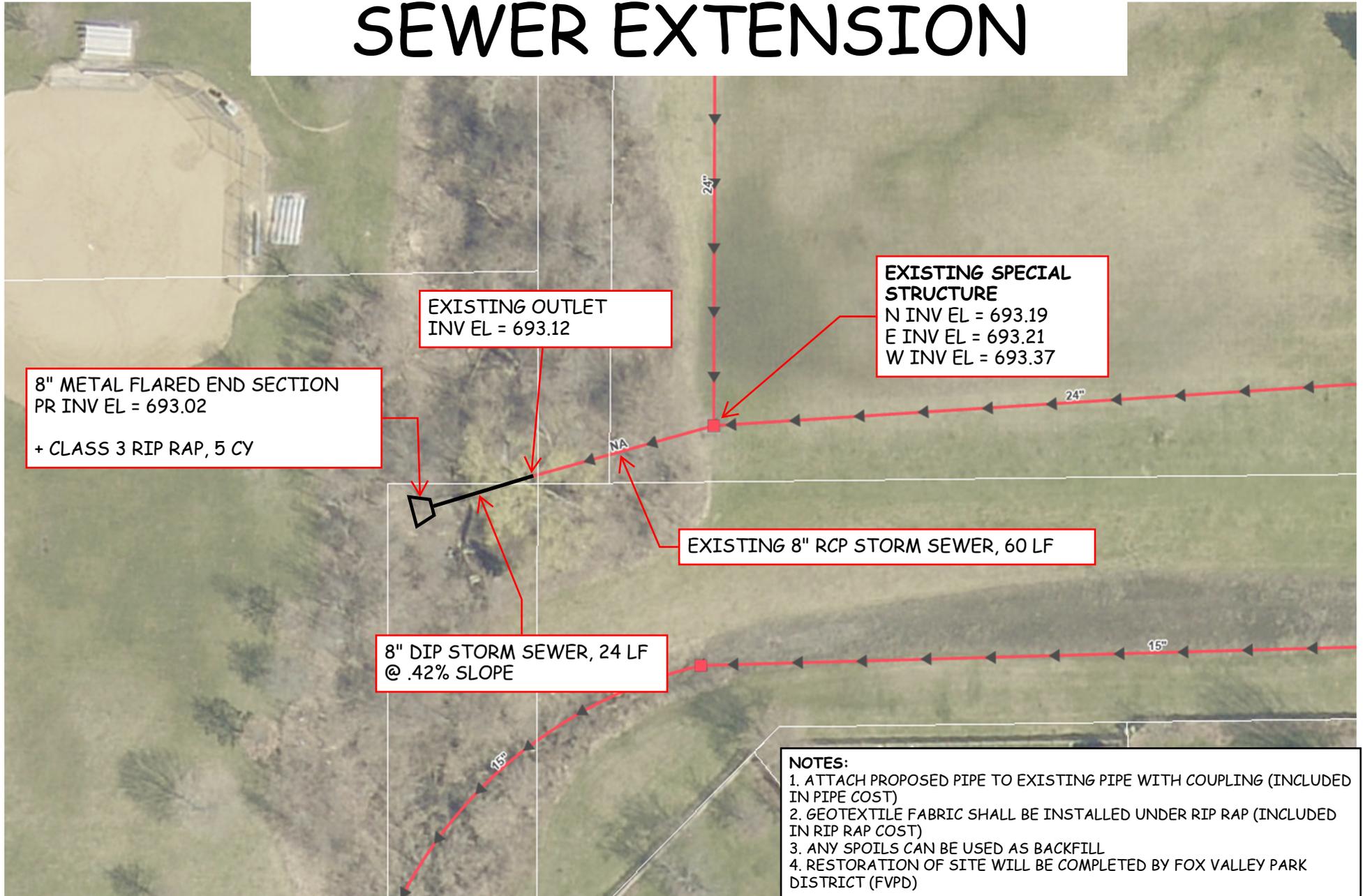
<p>CITY OF AURORA ENGINEERING DIVISION 77 SOUTH BROADWAY AURORA, ILLINOIS 60505</p>	<p>REVISIONS:</p>	PROJECT			<p>BRIDGEPORT LN STORM INSTALLATION</p>	<p>SHEET NUMBER 5</p>
		<p>DESIGNED BY: NS    CHECKED BY: KM    SCALE: N.T.S.</p> <p>DRAWN BY: AHB    APPROVED BY: KM    DATE: 2024</p>				

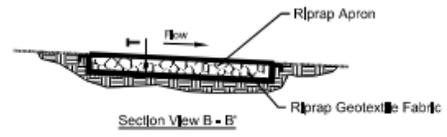
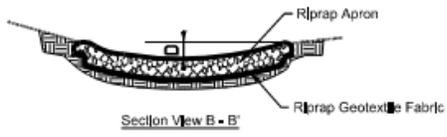
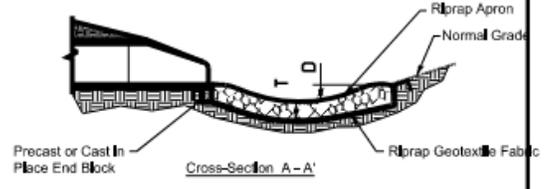
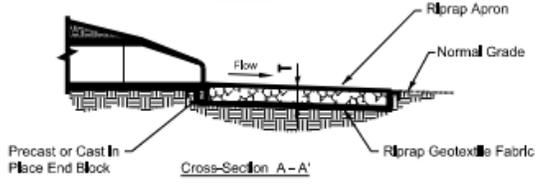
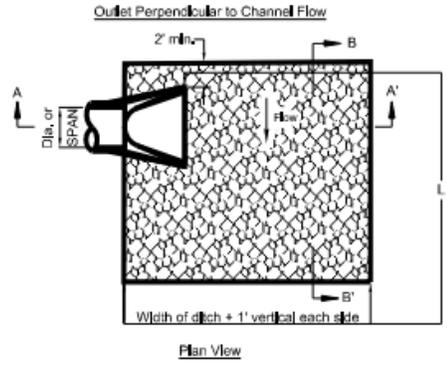
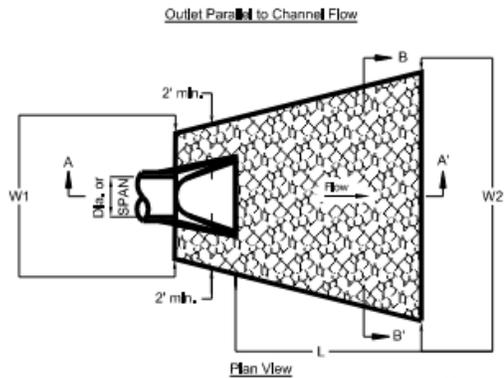
# HUNTER'S RIDGE STORM SEWER EXTENSION



STORM SEWER  
EXTENSION AREA

# HUNTER'S RIDGE STORM SEWER EXTENSION





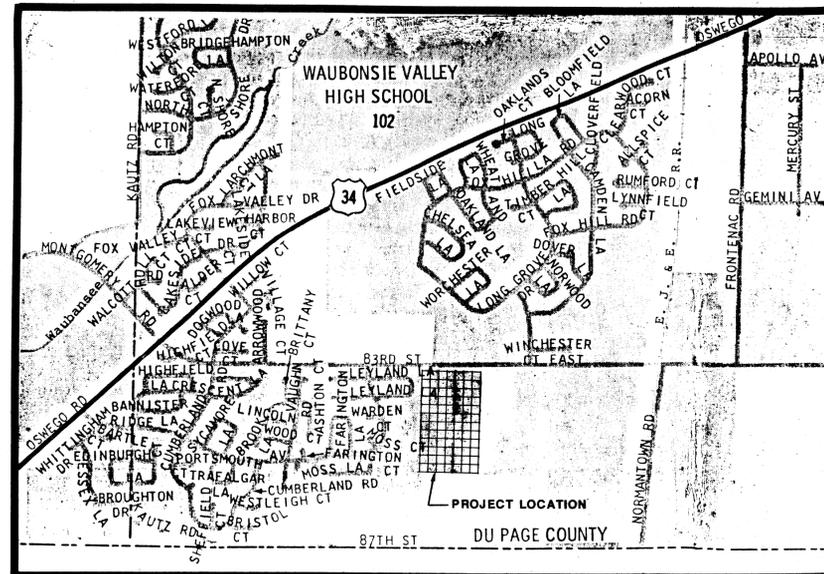
**ROCK OUTLET PROTECTION DETAIL**  
N.T.S.

DIA. OF ROUND INLET PIPE (In)	DOT RIPRAP GRADATION (RR)	RIPRAP BED THICKNESS (In)	APRON LENGTH (ft)	APRON WIDTH (ft)		DEPTH BELOW NORMAL GRADE
				UPSTREAM	DOWNSTREAM	
		T	L	W1	W2	D
12	RR-3	15,0	12,0	5,0	11,0	6,0
15	RR-3	15,0	14,0	5,0	12,0	6,0
18	RR-3	15,0	16,0	5,5	13,5	7,0
24	RR-4	15,0	20,0	6,0	16,0	10,0
30	RR-4	20,0	22,0	6,0	17,0	11,0
36	RR-4	20,0	24,0	7,0	19,0	11,0

# PUBLIC IMPROVEMENT PLANS FOR HUNTER'S RIDGE SUBDIVISION

CITY OF AURORA  
DUPAGE COUNTY, ILLINOIS

FOR  
JOSEPH NORMAN HOMES, INC.  
NAPERVILLE, ILLINOIS



B.M.: 1) STANDARD BRASS DUPAGE Co. B.M. LOCATED APPROXIMATELY 200' WEST OF THE EAST PROPERTY LINE ADJACENT TO THE SOUTH EDGE OF 83RD ST. PAVEMENT. EL. 701.37.  
2) CHISELED "I" ON HEADWALL AT STA. 86+00 ON THE NORTH SIDE OF 83RD ST. EL. 701.00



SCALE: 1" = 1000'

LOCATION MAP

**RHA&A** ROBERT H. ANDERSON & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
ST. CHARLES & EAST DUNDEE, ILLINOIS

PROJECT MANAGEMENT :  
LAND DEVELOPMENT MANAGEMENT  
31 W. DOWNER, AURORA, IL. 60506

## INDEX OF DRAWINGS

1. COVER SHEET
2. GENERAL NOTES & SUMMARY OF QUANTITIES & BENCHMARK ELEVATIONS
3. COMPOSITE UTILITY PLAN
4. SITE GRADING PLAN
5. STREET LIGHTING AND SIGNS
6. VALAYNA DRIVE - STREET GRADES AND STORM SEWER
7. NATALIE LANE - STREET GRADES AND STORM SEWER
8. LAWRENCE COURT - STREET GRADES AND STORM SEWER
9. VALAYNA DRIVE - SANITARY SEWER, WATER MAIN & SERVICE LOCATIONS
10. NATALIE LANE - SANITARY SEWER, WATER MAIN & SERVICE LOCATIONS
11. LAWRENCE COURT - SANITARY SEWER, WATER MAIN & SERVICE LOCATIONS
12. DETENTION BASINS
- 13.-16. STANDARD DETAILS

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE IMPROVEMENTS FOR THIS PROJECT ARE ACCEPTABLE AND HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS, BUT THAT I HAVE NOT MADE CONTINUOUS OR EXHAUSTIVE EXAMINATIONS TO CHECK THE QUALITY OR QUANTITY OF THE WORK OR TO REVIEW THE MEANS, METHODS, SEQUENCES, TECHNIQUES OR PROCEDURES OF CONSTRUCTION INCIDENT THERETO.

*Frank H. Gorham*  
FRANK H. GORHAM  
ILLINOIS REGISTERED PROFESSIONAL ENGINEER  
NO. 28406

DATE: April 14, 1988

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF AURORA SUBDIVISION CONTROL ORDINANCE, THE CITY OF AURORA STANDARD SPECIFICATIONS, AND THE AURORA SANITARY DISTRICT REQUIREMENTS.

DATED AT ST. CHARLES, ILLINOIS THIS 20th DAY OF April, 1987

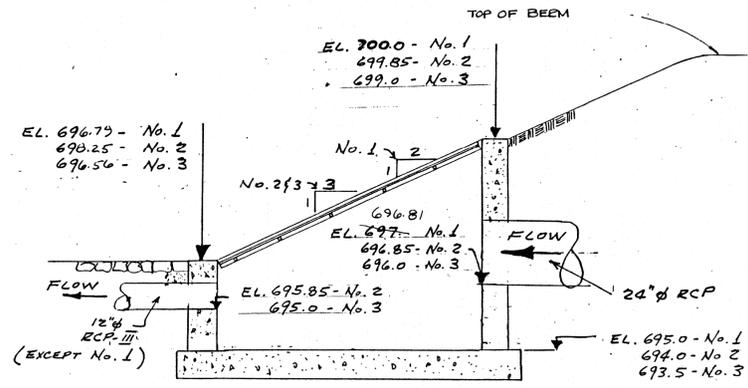
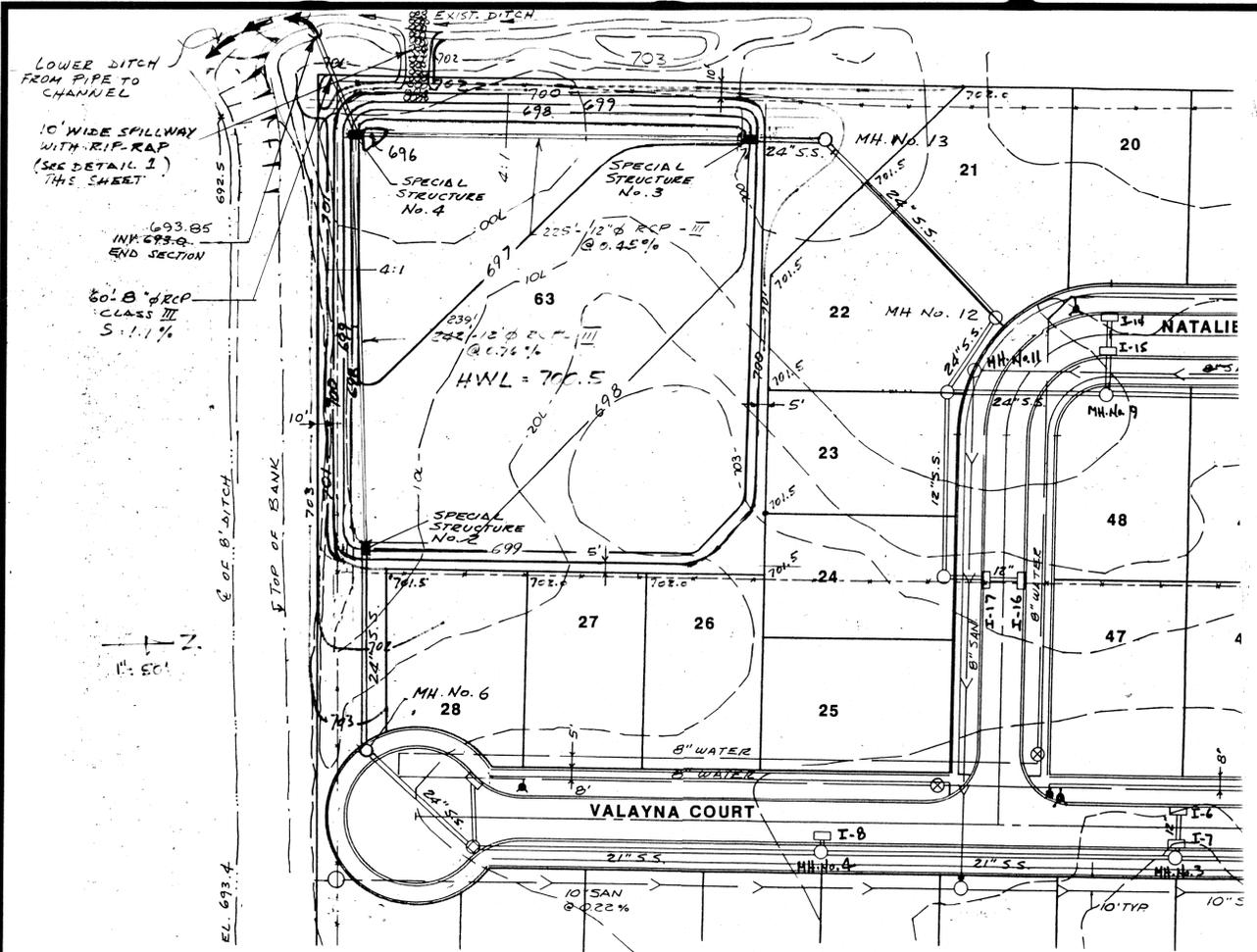
*Frank H. Gorham*  
FRANK H. GORHAM  
ILL. REG. PROFESSIONAL ENGINEER  
NO. 28406

(SEAL)

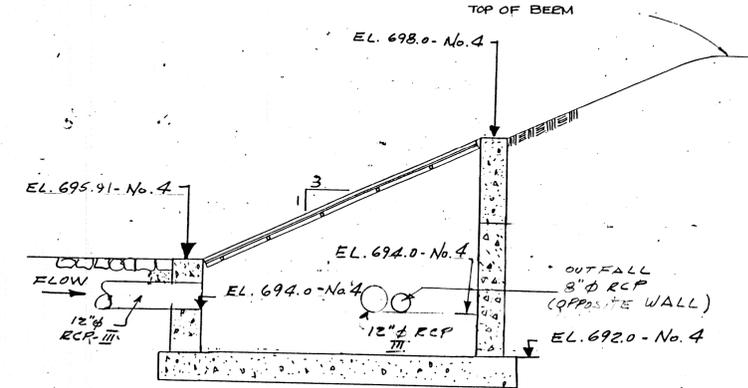
REV. 5/5/87  
4/20/87

1 OF 16

"Record Drawing"

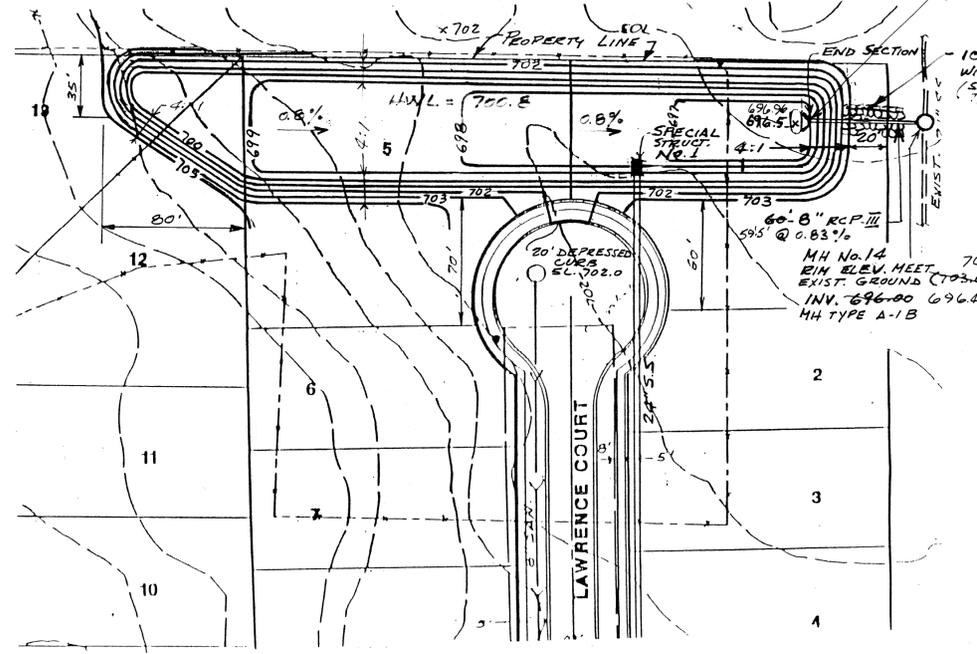


SPECIAL STRUCTURES  
Nos. 1, 2 & 3  
SECTION A-A

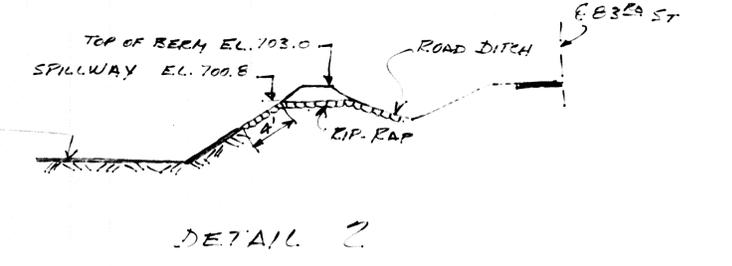
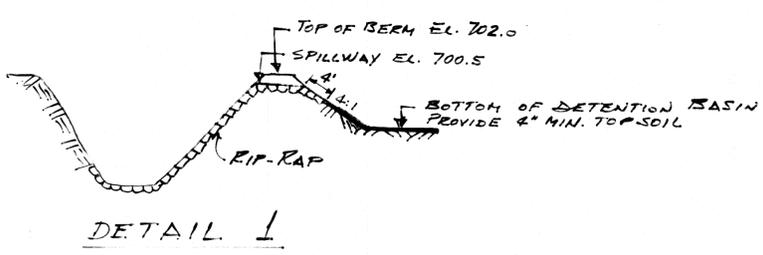


SPECIAL STRUCTURE  
No. 4  
SECTION A-A

DETENTION BASIN No. 2



DETENTION BASIN No. 1



PLOTTED BY:	DATE	BY	REVISION DESCRIPTION	DATE	BY	REVISION DESCRIPTION
CHECKED BY:	5/5/07		VAR. 20.05			
DRAWN BY:	8/24/07	W.M.	RELOCATED OUTLET BASIN 2			
CHECKED BY:	4/4/08	W.G.	Record Drawing			
APPROVED BY:		F.M.C.				

**RHA&A** ROBERT H. ANDERSON & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
ST. CHARLES, EAST DUNDEE, ILLINOIS

HUNTER'S RIDGE SUBDIVISION  
DETENTION BASINS

3-2-07

PROJECT NO.	SCALE, VARIOUS DATE: 4/2/07
SHEET OF	12 OF 16

*State of Illinois*  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
EMPLOYMENT PRACTICES

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

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

CITY OF AURORA GENERAL SPECIFICATIONS  
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

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

1.2 A.S.T.M.

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

1.3 ATTORNEY

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

1.4 BIDDER

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

1.5 BOARD

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

1.6 CITY COUNCIL OR COUNCIL

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

1.7 CONTRACT

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

1.8 CONTRACTOR

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

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

#### 1.9 ENGINEER

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

#### 1.10 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

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

#### 1.11 PAYMENT BOND

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

#### 1.12 PERFORMANCE BOND

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

#### 1.13 PLANS

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

#### 1.14 PROPOSAL

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

#### 1.15 PROPOSAL GUARANTY

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

#### 1.16 SPECIFICATIONS

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

#### 1.17 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

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

#### 1.18 STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION

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

#### 1.19 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

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

#### 1.20 STATE

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

#### 1.21 SURETY

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

#### 1.22 WORK

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

## SECTION 2 SCOPE OF THE WORK

### 2.1 INTENT OF PLANS AND SPECIFICATIONS

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

### 2.2 SPECIAL WORK

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

### 2.3 INCREASED OR DECREASED QUANTITIES

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

### 2.4 ALTERATIONS IN PLANS AND SPECIFICATIONS

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

### 2.5 EXTRA WORK

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

### 2.6 EASEMENTS, PERMITS, AND REGULATIONS

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

### 2.7 FINAL CLEANING UP

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

## SECTION 3 CONTROL OF THE WORK

### 3.1 AUTHORITY OF THE ENGINEER

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

### 1.2 PLANS AND WORKING DRAWINGS

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

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

### 3.3 DEVIATIONS FROM THE PLANS

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

### 3.4 COORDINATION OF SPECIFICATIONS AND PLANS

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

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

### 3.5 ORDER OF WORK

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

### 3.6 COOPERATION BY CONTRACTOR

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

### 3.7 CONSTRUCTION STAKES

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

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

### 3.8 INSPECTION

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

## SECTION 4 CONTROL OF MATERIALS

### 4.1 SPECIFICATIONS FOR MATERIALS

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

### 4.2 SUBSTITUTION OF MATERIALS AND EQUIPMENT

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

### 4.3 THE METHODS OF TESTING

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

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

### 4.4 DEFECTIVE MATERIALS

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

SECTION 5  
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

5.1 COMPLIANCE WITH LAWS AND REGULATIONS

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

5.2 VENUE FOR LEGAL ACTION

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

5.3 WAIVER OF TRIAL BY JURY

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

5.4 PERMITS AND LICENSES

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

5.5 PATENTED DEVICES, MATERIALS, AND PROCESSES

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

5.6 BARRICADES, LIGHTS, AND SIGNS

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

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

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

## 5.7 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

## 5.8 PROTECTION AND RESTORATION OF PROPERTY

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

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

## 5.9 RESPONSIBILITY FOR DAMAGE CLAIMS

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

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

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

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

**Bodily Injury Liability**

**Property Damage Liability**

Each Occurrence

\$3,500,000

Each Occurrence

\$500,000

Aggregate

\$7,000,000

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

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

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

**5.10 WORKERS COMPENSATION ACT**

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

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

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

## SECTION 6 PROSECUTION AND PROGRESS OF WORK

### 6.1 SUBLETTING OR ASSIGNMENT OF WORK

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

### 6.2 PROSECUTION OF WORK

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

### 6.3 GUARANTEE AND MAINTENANCE OF WORK

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

### 6.4 PAYMENT

#### Basis of Payment

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

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

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

#### Submission of Bid Breakdown

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

#### Partial Payments

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

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

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

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

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

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

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

#### ACCEPTANCE AND FINAL PAYMENT

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

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

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





***Alpha Environmental, Inc.***

*5 Pembroke Circle*

*Streamwood, IL 60107*

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

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Ms. Nadia Schweisthal  
City of Aurora, Engineering  
2185 Liberty Street  
Aurora, IL 60502  
Via Email

July 14, 2025

Subject: CCDD evaluation of surplus soils which will be generated during the Storm Water improvements project work to be performed along a short stretch of Bridgeport Lane, in Aurora, IL

Dear Ms. Schweisthal:

Alpha Environmental, Inc. (AE) performed an environmental soils condition assessment of the surplus soils which will be generated during the storm sewer improvements along a short segment of Bridgeport Lane, Aurora, IL. Project work consists of intrusive removal and replacement of the water main and associated water service lines from 2865 to 2897 Bridgeport Lane. The water main excavation work will employ standard excavation techniques and roughly 140 cubic yards of surplus soil will be generated. AE's portion of this project involves a regulatory database review to identify Potentially Impacted Properties (PIP) and perform the necessary testing to determine the most cost-effective manner for surplus soil handling. This project work was performed in accordance with regulations contained in Illinois Administrative Code (IAC) 1100.

AE reviewed USGS Topographic maps dating back to 1892 and historic aerial photographs dating back to 1939. AE also reviewed readily available regulatory database information from USEPA, Illinois EPA, Illinois Office of State Fire Marshal, and the Illinois Emergency Management Agency. These records are readily available online from each of the respective regulatory Agencies. The above mentioned Aerials and Topographic maps are available from Historic Aerials Viewer and were derived from the US Geological Survey platform.

Aerials indicate the site and area were vacant farmed land until 1988 when the present day residential subdivision was constructed. The radius for our regulatory database review extended this search to ¼ mile from the construction area. There were no identified hazardous materials handling within that area of construction or at any of the neighboring properties. AE proposed testing of surplus soils for pH only and a 662 Report was determined appropriate.

AE personnel advanced one hand auger soil boring to a depth of 48 inches along the route of storm sewer replacement. A field geologist performed soil screening and identified a combination of



topsoil then gravel associated and disturbed soils to roughly three feet and native brown clayey-silty soils. No staining, odors, or PID readings above background were identified. AE confirmed that there was no evidence of impacts in the field and that pH testing was appropriate. The sample horizon was selected at two feet, which represents the approximate mid-point of the proposed construction depth. All sample handling was performed in conformance with USEPA SW-846 requirements. The samples were sent to First Environmental Laboratory, a certified laboratory who performed all testing in conformance with 35 IAC 1100.

All MAC Table standards are met and soils from this project are cleared for use at any CCDD site located within Illinois. Attached in support of this letter are site maps, lab data, database information and the signed 662 Form.

AE made a good faith effort to identify areas of concern associated with this project and to address them. This effort is not a blanket assurance that no contaminants are present at the site. Soil testing was performed at select locations using field judgement. The soil borings disturbed a small area of the site. Construction efforts will expose much more surface area for evaluation. And, should site conditions be identified during this construction (petroleum or solvent odor – discolored soils) AE and the receiving CCDD site should be notified immediately and construction should be discontinued until the issue is addressed.

If you have any questions or concerns about this information, please call me at (630) 772-0867.

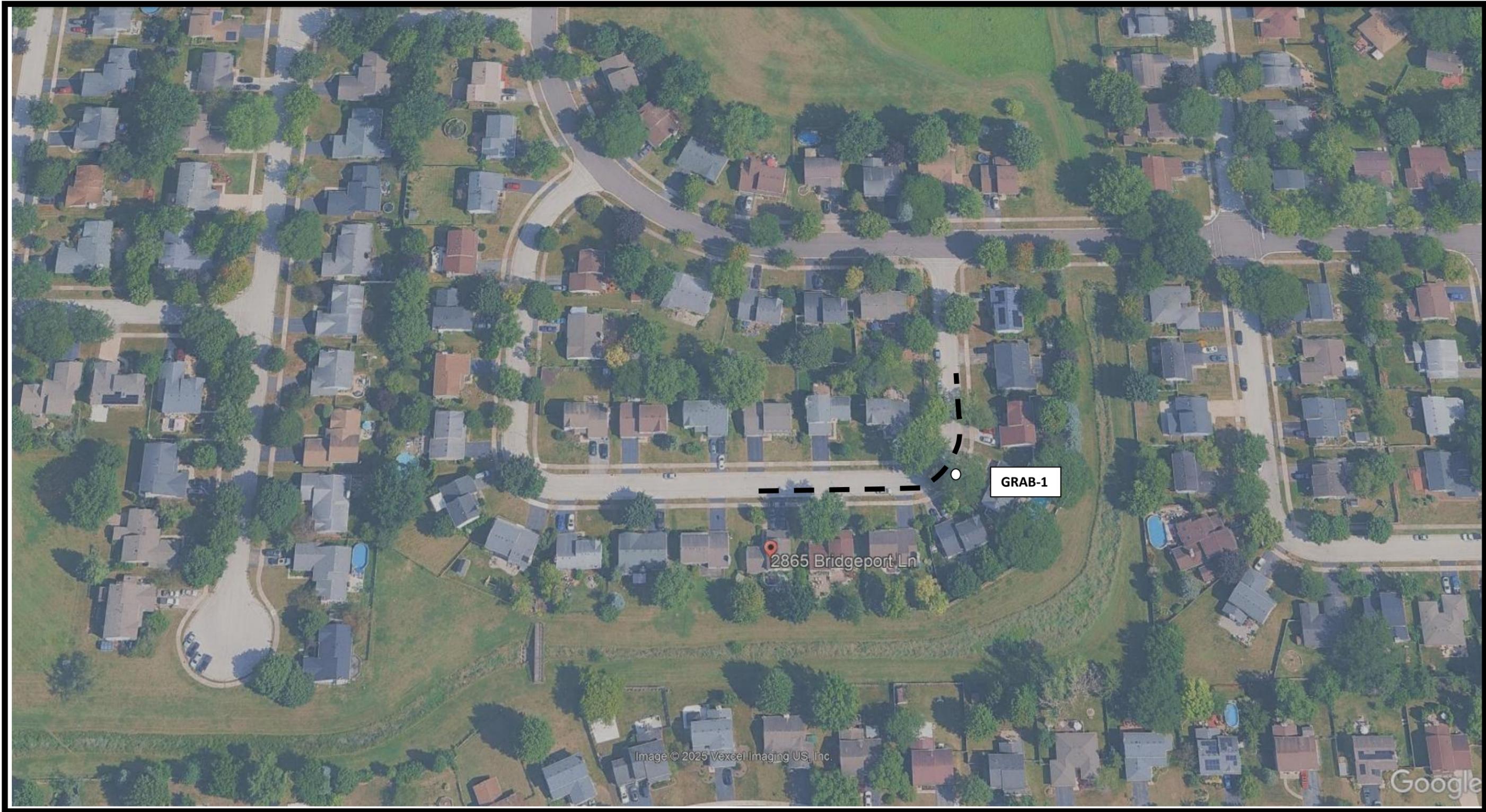
Sincerely,



Thomas A. Enno  
LPG - Environmental Consultant

- ATT 1: Site Map
- ATT 2: Executed 662 form
- ATT 3: Lab Data
- ATT 4: Database Review Files





Storm Sewer Replacement – Hand Auger Boring ○  
Construction Area /

City Of Aurora – Bridgeport Lane  
Soil Boring Location Map

Alpha Environmental, Inc. Figure 1



July 10, 2025

Mr. Tom Enno  
**ALPHA ENVIRONMENTAL, INC.**  
5 Pembroke Ct.  
Streamwood, IL 60107

Project ID: COA - Bridgeport  
First Environmental File ID: 25-5960  
Date Received: July 08, 2025

Dear Mr. Tom Enno:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922025-14: effective 01/16/25 through 02/28/2026.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Ryan Gerrick  
Project Manager



## Case Narrative

**ALPHA ENVIRONMENTAL, INC.**

Lab File ID: **25-5960**

Project ID: **COA - Bridgeport**

Date Received: **July 08, 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:

<b>Laboratory Sample ID</b>	<b>Client Sample Identifier</b>	<b>Date/Time Collected</b>
25-5960-001	Grab 1	7/8/2025 11:30

### Sample Batch Comments:

Sample acceptance criteria were met.

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## Case Narrative

**ALPHA ENVIRONMENTAL, INC.**

Lab File ID: **25-5960**

Project ID: **COA - Bridgeport**

Date Received: **July 08, 2025**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
A	Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.		
B	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
C	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
E	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	T	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
I	ICVS % rec outside 95-105% but within 90-110%		
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



### Analytical Report

**Client:** ALPHA ENVIRONMENTAL, INC.  
**Project ID:** COA - Bridgeport  
**Sample ID:** Grab 1  
**Sample No:** 25-5960-001

**Date Collected:** 07/08/25  
**Time Collected:** 11:30  
**Date Received:** 07/08/25  
**Date Reported:** 07/10/25

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
<b>pH @ 25°C, 1:2</b>				
Analysis Date: 07/10/25 13:51				
<b>pH @ 25°C, 1:2</b>	8.57		Units	





# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

### I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Bridgeport Storm Sewer Replacement Office Phone Number, if available: 630-450-2928  
Physical Site Location (Street, Road): 2865-2897 Bridgeport

City: Aurora State: IL Zip Code: 60505 County: Kane  
Township: Aurora

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.7286 Longitude: - 88.2431  
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS  Map Interpolation  Photo Interpolation  Survey  Other

Google earth

IEPA Site Number(s), if assigned: BOL: \_\_\_\_\_ BOW: \_\_\_\_\_ BOA: \_\_\_\_\_

Approximate Start Date (mm/dd/yyyy): 7/15/2025 Approximate End Date (mm/dd/yyyy): 12/25/2025

Estimated Volume of debris (cu. Yd.): 140

### II. Owner/Operator Information for Source Site

Site Owner

Name: \_\_\_\_\_ City of Aurora  
Street Address: \_\_\_\_\_ 44 E Downers Place  
PO Box: \_\_\_\_\_  
City: \_\_\_\_\_ Aurora State: \_\_\_\_\_ IL  
Zip Code: \_\_\_\_\_ 60505 Phone: \_\_\_\_\_ 630-450-2928  
Contact: \_\_\_\_\_ Nadia Schweisthal  
Email, if available: \_\_\_\_\_ schwelsthaln@aurora-il.org

Site Operator

Name: \_\_\_\_\_ Pending Selection  
Street Address: \_\_\_\_\_  
PO Box: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Email, if available: \_\_\_\_\_

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

### Source Site Certification

#### III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.\* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 5

Please see attached letter, site figure, boring logs, and Database review. Alpha Environmental performed a thorough review of environmental databases, historic aerials, topo maps and City Records. It is AEs opinion that this project site is non-PIP property and this 662 form is appropriate. One hand auger soil boring was installed. The soils to be generated from this site are approved for use as fill at a CCDD site. See map showing boring locations and exclusion zone.

\*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

#### IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 5

Soils were tested for pH sample results demonstrate that pH is within the limits established by the Illinois EPA.

#### V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I Thomas A. Enno (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

***Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))***

Owner

Operator

Thomas A. Enno

Printed Name

Thomas A. Enno

Signature

Owner's Duly Authorized Representative

Operator's Duly Authorized Representative

July 11, 2025

Date