

PROPOSAL SUBMITTED BY:

Contractor's Name

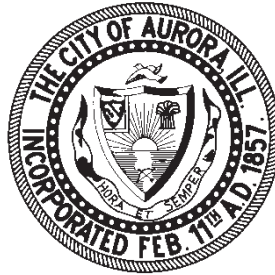
Street

P.O. Box

City

State

Zip Code



**CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS**

**PROPOSAL AND SPECIFICATIONS FOR
Public Works Combined Maintenance Facility
New Fueling Station Installation**

AURORA, ILLINOIS

*February 2024
Bid Number 24-015*

**PREPARED BY
CITY OF AURORA
Engineering Division
77 S. Broadway Avenue
AURORA, ILLINOIS 60507**

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City of Aurora
Bid 24-015
NOTICE TO BIDDERS

Time and Place of Opening of Bids

Sealed proposals for the purchase described below will be received at the office of the City Clerk, 44 East Downer Place, Aurora, IL 60505 until **2:00 P.M., Wednesday, March 6, 2024**. Proposals will be opened and read publicly in the 5th floor conference room at the above address on Wednesday, March 6, 2024 at 2:00 P.M. for those wishing to attend in person. The bid opening will also be live-streamed; access details to be provide to plan holders.

Any bid received by the City Clerk's Office **after 2:00 P.M. on March 6, 2024** shall be rejected and returned unopened.

Description of Work

Name: Public Works Combined Maintenance Facility New Fueling Station Installation

Location: 2100 East New York Street, Aurora, IL

Proposed Improvement: The City of Aurora is constructing a 200,000 SF (approximately) public works combined maintenance facility. The scope of services to be performed under this bid package includes the installation of a centrally-located, new vehicular fueling station consisting of four (4), 20,000-gallon UST systems, new fuel island and product dispensers, new island canopy, and all safety and environmental protection components and equipment items specified herein.

Bidder Instructions

1. Plans, specifications, and proposal forms may be obtained at online at: <https://www.aurora-il.org/bids.aspx>.
2. All bidder questions should be received by the purchasing division by 4:00 P.M., Wednesday, February 28, 2024 so that an addendum can be issued on Thursday, February 29, 2024, if required. All questions received after 4:00 P.M., Wednesday, February 28, 2024, will not be addressed.
3. A mandatory Pre-Bid Meeting and Site Walk-Through will be held on Thursday, February 22, 2024 at 1:00 P.M. at the project site, 2100 East New York Street, Aurora, IL. The meeting will begin in the Construction Manager's trailer on the north side of the site, near Liberty Street. Failure to attend this meeting will result in bidder disqualification.
4. The Awarding Authority reserves the right to waive technicalities and reject any or all proposals as provided in Standard Provisions for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Any bidder who owes the City money may be disqualified at the City's discretion.
6. The City encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as subcontractors for supplies, equipment, services, and construction.
7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in-depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
8. The City of Aurora has a local preference ordinance that would apply to this contract.

By Order of
City Clerk
City of Aurora

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CITY OF AURORA SPECIAL PROVISIONS

Revised 1/2022

The following Special Provisions supplement the General Specifications, the Illinois Department of Transportation's Standard Specifications For Road and Bridge Construction (herein after called the Standard Specifications), the City of Aurora's Standard Specifications for Improvements, the Supplemental Specifications and Recurring Special Provisions, the Standard Specifications for Water And Sewer Main Construction in Illinois, 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 **Public Works Combined Maintenance Facility New Fueling Station Installation, Bid 24-015** and in case of conflict with any part or parts of said specifications; these Special Provisions shall take precedence and shall govern.

DESCRIPTION OF PROJECT:

The City of Aurora is constructing a 200,000 SF (approximate) public works combined maintenance facility. The scope of services to be performed under this bid package includes the installation of a centrally-located, new vehicular fueling station consisting of four (4), 20,000-gallon UST systems, new fuel island and product dispensers, new island canopy, and all safety and environmental protection components and equipment items specified herein.

The City anticipates issuing one (1) Addendum, as necessary, with questions due for inclusion by the following date at 4:00 PM:

Addendum No.	Questions Due	Addendum Issued
1	Wednesday, February 28, 2024	Thursday, February 29, 2024

Any questions received after 4:00 pm on Wednesday, February 28, 2024 will not be addressed, unless otherwise stated via Addendum.

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 may be necessary, increase or decrease the quantities of work to be performed, and/or eliminate entire pay items all in accordance with Section 104 of the 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

If applicable, the Contractor shall maintain drives, entrances, and side roads along the proposed improvement to allow emergency and local vehicle access to all adjacent properties. This access should not allow the passage of non-local vehicular traffic, which should abide by the approved traffic control plan. Interference with traffic movements and inconvenience to abutting property owners and the public shall be kept to a minimum. The Contractor shall maintain at least one lane open to traffic at all times for emergency vehicles on all streets affected by the construction of these improvements. Adequate use of flaggers and other traffic control devices shall be used to permit such arrangements during working hours. The Contractor shall remove and reinstall all street signs in conflict with the proposed improvements. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled.

All construction traffic must access the site from the south entrance off of New York Street.

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 not 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:

- Commence of site work and excavation activities for the installation of new fueling station by **July 15, 2024**.
- Substantial completion of all installation work by **September 20, 2024**.
- System start-up and system training by **September 27, 2024**.
- Final completion of all portions of the contract by **October 4, 2024**.

Substantially complete shall mean the completion of all work except for minor punch list items. *The City will consider a request for an **extension of the above listed deadlines** if the justification provided includes longer than anticipated material lead times.*

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.

SP A.6 – PERFORMANCE GUARANTEE OF WORK

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

SP A.7 – WORK DAYS AND HOURS

The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday, and between 8:00 A.M. and 5:00 P.M. on Saturdays. No work shall take place on Sundays or Holidays.

Equipment shall not be started before 6:45 AM.

SP A.8 – 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 this time, the Contractor shall be required to furnish and/or discuss the following:

- 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.
 - Notify Water and Sewer Maintenance Division 48 hours prior to any water main shutdown (or use).
- 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, in compliance with equipment manufacturer's requirements.
- 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, if applicable.
- A J.U.L.I.E status for the project site, scheduled by the Contractor, prior to commencement of any work.
- See Section 002080 for additional Pre-Construction Meeting details.

Upon receipt of the notice of the 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.9 – NOTIFICATION

The Contractor shall notify the Engineer a minimum of three (3) working days (72 hours) prior to starting the project, and a minimum of two (2) working days (48 hours) prior to starting each different type of work.

Roadway

The Contractor shall notify the ENGINEER twenty-four (24) hours prior to the lane closure of any road so that the Aurora Police and Fire Departments can be notified appropriately.

Water

Should it be necessary, the Contractor shall notify the ENGINEER to request a shut-down of existing water supply a minimum of forty-eight (48) hours in advance.

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

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.

SP A.10 – 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 as unacceptable and unauthorized and will not be paid for.

SP S.1 – RESPONSIBILITY FOR CONSTRUCTION SAFETY, SHORING AND CONSTRUCTION METHODS

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

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

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

SP S.2 – LOCATION OF UTILITIES

The Bidder, 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 (48 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.

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 plans.

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 work, 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 Project Drawings 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 for INLET PROTECTION. The supply and installation of a filtration bag shall be paid for at the contract unit price per EACH 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 LINEAL 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 unit prices above.

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 \$500.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner. Such sum to be charged not as a penalty, but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the 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.4 – DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL

Refer to and utilize Exhibit B, CCDD Report and LPC-663 Certification, for the disposal excavated soils to be removed during the UST system installation work.

The Contractor shall be responsible for removal and disposal of all waste material generated in the course of the work to a facility permitted to accept such waste. The Contractor shall direct load, whenever possible, haul, and dispose of CCDD wastes. This project is eligible for clean soil waste disposal at the 119th Street Materials LLC, 22957 West 119th Street, Plainfield, IL (119th Street). Failure to comply with the material acceptance procedures at 119th Street could result in the assessment of “hard to handle” fees; the Contractor will not be compensated for any such fees should they be assessed.

Only as applicable, 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 on the project site as designated by the City. **THE TRANSPORT OF MATERIAL TO THE CCDD FACILITY SHALL BE CONSIDERED INCLUDED IN THE COST OF THE OPERATION OF INSTALLATION.**

Only as applicable, material temporarily staged onsite 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:

- **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 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 break down 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 his 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. Only if required, 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 649 S. River Street 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.

Asphalt work in the area of the project will be performed by others.

SP G.4 – TRENCH BACKFILL, PIPE BEDDING, AND COVER

Refer to Sections 002080 and 003001 of these Specifications.

SP G.5 – 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 may be rejected for use.

SP G.6 – STRUCTURE TAPS

Refer to Sections 002080 and 003001 of these Specifications in addition to the paragraph below.

This work shall consist of connecting proposed storm sewers from the new fuel island area to existing manholes, catch basins and inlets in accordance with the plans, details, and these Specifications, and shall include all excavation, sheeting, shoring, dewatering, supporting adjacent utilities and structures, core drilling and all other appurtenant work. **The Contractor shall be responsible for any and all damages to existing utilities.** If the Engineer determines an existing structure is to be re-used in lieu of replacement, the cost for connecting the proposed sewer to the existing structure shall be included in the cost for the structure tap. A rubber boot will not be required for connections to storm sewer structures.

SP MG.2 – ENGINEERED FILL PLACEMENT/COMPACTION REQUIREMENTS

Refer to Sections 002080 and 003001 of these Specifications.

SP ST.1 – STORM SEWERS

Refer to Project Drawings of these Specifications in addition to the paragraphs below.

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 be in 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.

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 for UNSUITABLE SOIL REMOVAL AND REPLACEMENT (UTILITY TRENCHES).

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

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

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

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

SP ST.2 – STORM MANHOLES

Refer to Project Drawings of these Specifications in addition to the paragraphs below.

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, adjusting rings, 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 and Lids shall be Neenah No. R-1713 with a Type B cover, East Jordan 1051-3, or approved equal within paved areas with a watertight lid with concealed pickhole. In non-paved areas, the frame and watertight lid with concealed pickhole shall be Neenah R-1772-B, East Jordan 1022-1 (medium cover), or approved equal. 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 12" of adjusting rings. 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 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, selected granular trench backfill, 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

Refer to Project Drawings of these Specifications in addition to the paragraphs below.

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, adjusting rings, 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

Frames and Grates shall have the phrase "Dump No Waste Drains to River" cast into them.

Payment will be made at the contract unit price EACH for CATCH BASIN of the type and diameter indicated, which shall include the cost of all excavation, weep holes, drainage fabric, selected granular backfill 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. The structures shall be constructed with a minimum of 2" adjusting rings and allow for a maximum of 12" of adjusting rings. Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item.

SP ST.4 – INLETS

Refer to Project Drawings of these Specifications in addition to the paragraphs below.

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, adjusting rings, 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 12" of adjusting rings. 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.

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, selected granular backfill 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 SN.1 – PVC PIPE MATERIAL AND TESTING

Refer to Section 131250 and Project Drawings of these Specifications in addition to the paragraphs below.

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

Laboratory Test

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

Straightness

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

Internal Diameter

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

Pipe Installation and Field Testing

Pipe shall be installed in full compliance with the Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe, ASTM Standard D2321. All pipes constructed of polyvinyl chloride (PVC) shall be subject to air exfiltration, deflection, vacuum and televising test. In addition to the construction and testing procedures outlined in other sections of the specifications, the Contractor shall be required to install the pipe in such a manner so that the diametric deflection of the pipe shall not exceed 5% and the materials surrounding the pipe shall be compacted to the required Standard Proctor Densities outlined in D 2321. The area requiring compaction shall include the bedding and haunching material and also the material placed above the pipe for a distance of 12 inches over the top of the pipe. The Engineer may require up to 10 random compaction tests to be completed by an independent laboratory. If any of these tests indicate that the material has not been compacted to the required density, the Contractor shall re-compact said material at no additional cost to the Owner, and the Engineer shall then have the right to require additional compaction tests to ensure that this or other material is compacted to the proper density without any additional cost to the Owner.

Final Acceptance

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

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

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

SP E.7 – PERMANENT ELECTRICAL PANEL

Exterior electrical NEMA box at UST location by others.

SP R.2 – COMBINATION P.C.C. CURB AND GUTTER

Refer to Sections 002080, 003001, and Project Drawings of these Specifications in addition to the paragraphs below.

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

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

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

New curb and gutter shall be paid for at the contract unit price per FOOT (FT) for COMBINATION P.C.C. CURB & GUTTER of the sizes specified 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.

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

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

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

CITY OF AURORA GENERAL SPECIFICATIONS
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the Aurora Beacon News, a daily newspaper published in the City of Aurora, Illinois, 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 CLERK

Wherever the term City Clerk is used herein, it shall be understood to mean the City Clerk of the City of Aurora, Illinois.

1.7 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.

1.8 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".

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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

1.17 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.

1.18 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.

1.19 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.

1.20 STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL ITEMS

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

1.21 STATE

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

1.22 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.

1.23 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.

1.24 REFERENCING OTHER SECTIONS

Refer to Specification Sections 002080, 003001, and 131250 for new fueling station installation requirements and details.

SECTION 2 AWARD AND EXECUTION OF CONTRACT

2.1 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the advertisement, or as soon thereafter as the business of the City Clerk permits. Bidders, their authorized agents, and other interested parties are invited to be present.

2.2 AWARD OF CONTRACT

The decision of the award of the contract will be made as may be decided upon by the Council after bids have been opened and tabulated. The Contract shall be governed by the laws of the State of Illinois. No contract shall provide for arbitration of the parties.

2.3 BONDS AND INSURANCE

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

2.4 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said Contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligations hereof.

2.5 FAILURE TO EXECUTE CONTRACT

In the event that said bidder fails or refuses to execute said contract and furnish said bonds within the period of fifteen (15) days after mailing notice of such award or within such additional number of days as the City may determine, then the sum deposited as a proposal guaranty by said bidder on the work so awarded may be retained by the City as liquidated damages and not a forfeiture. It is hereby agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said bidder fails to enter into the contract and furnish bonds as herein provided, said actual damages being uncertain in amount and difficult to determine in the event of such failure or refusal by the bidder.

2.6 VENUE FOR LEGAL ACTION

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

2.7 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.

SECTION 3 SCOPE OF THE WORK

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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 in a presentable condition satisfactory to the Engineer.

SECTION 4 CONTROL OF THE WORK

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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 5 CONTROL OF MATERIALS

5.1 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.

5.2 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.

5.3 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.

5.4 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 6 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.1 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.

6.2 PERMITS AND LICENSES

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

6.3 PATENTED DEVICES, MATERIALS, AND PROCESSES

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

6.4 BARRICADES, LIGHTS, AND SIGNS

The Contractor shall at his own expense and without further or other order provide, erect, and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, or other adequate protection, and shall provide, keep, and maintain such lights, danger signals, and watchmen as may be necessary or as may be ordered by the 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.

6.5 USE OF EXPLOSIVES

The use of explosives shall be prohibited.

6.6 PROTECTION AND RESTORATION OF PROPERTY

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

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

6.7 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

Each Occurrence
\$3,500,000

Property Damage Liability

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.

6.8 WORKERS COMPENSATION ACT

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

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

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

6.9 LOCAL BIDDER PREFERENCE

O18-070, amended by 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.

SECTION 7 PROSECUTION AND PROGRESS OF WORK

7.1 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.

7.2 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

7.3 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.

7.4 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.



**Illinois Department
of Transportation**

**Local Agency
Proposal Bid Bond**

RETURN WITH BID

Route Various
County Kane
Local Agency City of Aurora
Section _____

PAPER BID BOND

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

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

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

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

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

Principal

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

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

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

Surety

By: _____
(Signature of Attorney-in-Fact)

(Name of Surety)

STATE OF ILLINOIS,
COUNTY OF _____
I, _____, a Notary Public in and for said county,
do hereby certify that _____

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

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

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

ELECTRONIC BID BOND

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

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

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Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

PROPOSAL

TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of _____
for the improvement known as the ***Public Works Combined Maintenance Facility New Fueling Station Installation, Bid 24-015***
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.

10. The undersigned further agrees to execute a contract, 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 receiving the notice of award of the contract.
11. The undersigned further agrees to begin work not later than **ten (10)** calendar days after the execution or by the date stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
15. Accompanying this proposal is either a **5% Bid Bond** or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ _____
16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.

19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
25. The undersigned submits herewith this **Schedule of Prices (Bid Form)** covering the work to be performed under this contract:

BID FORM

BID DATE: _____

OWNER: CITY OF AURORA
44 EAST DOWNERS PLACE
AURORA, ILLINOIS 60507

BID FOR: NEW FUELING STATION PROJECT

CITY OF AURORA
NEW PUBLIC WORKS FACILITY
2100 EAST NEW YORK STREET
AURORA, ILLINOIS

BID FROM: _____

The undersigned acknowledges receipt of the bid documents (Project Specifications) for the work indicated above, including all City front-end Section sections, Special Provisions, General Conditions, this Bid Form, UST System Installation Work (Section 002080), Concrete Work (Section 003001), Canopy Installation and Features (Section 131250), the Project Drawings, all specified and/or referenced documents as listed herein, and all Addenda.

Bidder acknowledges receipt of Addenda as listed below:

Addenda: No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

Having examined the site of work, having become familiar with local conditions affecting the cost of the work and with all requirements of the bidding documents including the Project Manual, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, General Conditions, Technical Specifications, Project Drawings, and duly issued Addenda, Bidder hereby agrees to perform all work and furnish all labor, materials and equipment specifically required of him by the bidding documents, including such additional work as may be included as related requirements in other divisions or sections of the Specifications.

THE BIDDER AGREES:

To furnish the described labor, materials, equipment, services, insurance, etc. for the stated Base Bid lump sum prices, the requested allowances, all unit prices, and requested Alternate Bids, if applicable, as requested in this Bid Form.

To hold this bid open until one ninety (90) calendar days after the bid opening date.

To accept the provisions of the Bid Form, Invitation to Bid, General Conditions, Specifications, Drawings, Addenda, and disposition of the bid security.

To enter into and execute a contract with the Owner, if awarded the project on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents and as defined in the General Conditions/Instructions to Bidders and other applicable Sections.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

START DATES/SITE ACCESS/COMPLETION DATES:

A project schedule has been provided as part of the bid documents. This schedule indicates the sequence of work under this portion of the contract only. The project schedule will be updated upon award and/or scheduling of all other contracts, if applicable, to include the completion dates and time durations provided by other successful bidders.

The bidder is required to become familiar with the scope and schedule of other projects and consider this information when completing this bid. The Owner will not be responsible for any additional costs or delays incurred by the Contractor or their Subcontractors for failing to accommodate the scope and schedules of the work to be performed by the other contractors.

The Owner will not be responsible for any additional costs due to the Contractor or Subcontractors performing work on evenings, weekends, or holidays in order to complete the work of the Contract Documents on or before the required substantial completion date or final completion date agreed to in this Bid Form by the Bidder.

AWARD SCHEDULE AND ON-SITE START DATE:

The undersigned agrees to begin the required permitting process immediately upon receipt of the Owner's Letter of Intent to Award. It is the City's intention to issue a formal Contract after the scheduled City Council Meeting of March 12, 2024. Site work shall begin on or before continue uninterrupted until complete.

CONSTRUCTION SCHEDULE:

The undersigned agrees to begin the project on or before July 15, 2024 and to perform the specified work continuously and uninterrupted until completion.

COMPLETION DATE:

The undersigned agrees to be substantially complete with all work specified for on or before September 20, 2024. It is expected that all work be fully completed on or before September 27, 2024.

BID DEPOSIT:

Refer to Bid Bond Form and its language for additional information regarding the Bid Deposit requirements.

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely and exactly the value of damages the owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

A. BASE BID:

1. The Bidder agrees to furnish all labor, materials, tools, equipment, insurance, services, etc. to fully complete all work associated with the installation of four (4), new 20,000-gallon, double-wall fiberglass (FRP) for gasoline and diesel fuel storage, including clean soil disposal, all new fueling system equipment, features, and components, electrical work, new fuel island and canopy, concrete work, guard posts, etc., as specified herein and as shown on the Project Drawings.

Provide Base Bid Total (Base Bid Item A.1):

_____ dollars (\$_____)

2. An allowance of \$75,000 for unforeseen conditions shall be added to the Base Bid sum.

Provide Base Bid Total (Base Bid Item A.2):

Seventy-Five Thousand dollars (\$ 75,000)

PROVIDE BASE BID GRAND TOTAL (BASE BID ITEM A.1 AND A.2):

_____ DOLLARS (\$_____)

B. ALTERNATE BID:

The City of Aurora is not requesting Alternate Bids at this time.

C. UNIT PRICES:

Provide Unit Prices for the following work which may or may not occur during the course of the project:

1. Provide all services necessary, as requested, as approved, and in accordance with these Specifications, to perform additional excavation, transport, and disposal of uncontaminated soils at/to a CCDD facility: \$_____ per cubic yard

2. Provide all services necessary, as requested, As approved, and in accordance with these Specifications, to perform additional gravel backfill installation and compaction per Section 002080 or 003001, beyond the Base Bid scope of work: \$_____ per ton

BID ACCEPTANCE:

Refer to the CITY OF AURORA GENERAL SPECIFICATIONS, SECTION 2 for bid acceptance and contract execution details.

The undersigned agrees to obtain performance and payment bonds with such surety or sureties as the Owner may approve and cost which shall be included in the Base Bid.

The Owner reserves the right to award the contract to its best interests, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period. The Owner reserves the right to award separate contracts for any of the items of work bid herein.

The Owner reserves the right to award this project based on the base bid amount or the sum of the base bid and alternate bid amounts, if applicable, whichever is considered by the Owner to be most advantageous and cost effective to the Owner.

SIGNATURE PAGE:

Respectfully submitted this _____ day of _____, 2024

Type of Firm (Bidder to indicate)

_____ Individual
_____ Partnership
_____ Corporation
_____ Joint Venture

(Firm Name)

(Address)

(Telephone Number)

(E-Mail Address)

(Authorized Bidder's Signature)

(Title)

(CORPORATE SEAL)

Subscribed and sworn to me

this _____ day of _____, 2024.

(NOTARY SEAL)

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. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.
- ☐ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We have obtained IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.
- ☐ Contractor shall check the box indicating that a copy of the IDOT prequalification certification for the appropriate categories is attached.
- I. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- J. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

Subscribed and Sworn to

TELEPHONE (____) _____

Before me this ____ day

FAX No. (____) _____

of _____, 2024

E-MAIL ADDRESS _____

____ Notary Public

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

- ☐ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

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

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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

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

Bidder: _____ By: _____
Address: _____ Title: _____
(Signature)

STATE OF ILLINOIS))
County of Kane)

BIDDER'S TAX CERTIFICATION

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

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

DATED this _____ day of _____, 2024.

By _____
(Signature of Bidder's Executing Officer)

(Print name of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public

(SEAL)

Bid Number 24-015



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, amended with ordinance O20-029 approved April 28, 2020.

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

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

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

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

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

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

Return completed application, with all required backup documentation to:
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507
Or email to: PurchasingDL@Aurora-il.org

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____