

PROPOSAL SUBMITTED BY:

BENCHMARK CONSTRUCTION CO., INC.

Contractor's Name

2260 SOUTHWIND BLVD.

Street

BARTLETT

City

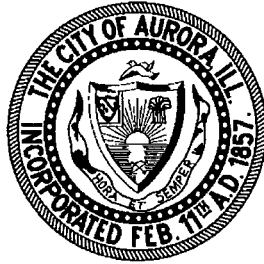
IL

State

P.O. Box

60103

Zip Code



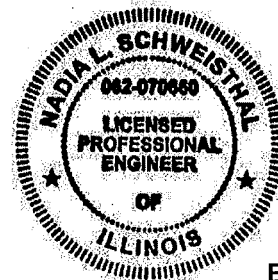
CITY OF AURORA
KANE COUNTY
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

Lebanon St and Pearl St Sewer Separation

AURORA, ILLINOIS

April, 2024
Bid Number 24-058



EXP 11/30/25

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

Nadia L. Schweisthal

04/12/2024

Bid 24-058
Lebanon St and Pearl St Sewer Separation
Bid opening: May 1, 2024

ADDENDUM NO. 1
Page 1 of 12

TO: All Bidders
FROM: Engineering Division, City of Aurora
DATE: April 29, 2024

THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.

1. Two (2) questions and answers pertaining to the sewer separation project.

Q.1 Will recycled materials be allowed for trench backfill or bedding?

Yes, as long as the material meets IDOT gradation specifications.

Q.2 Is there any existing soils information for this project?

We do not have a soil analysis report, but we do have a LPC-662. It is attached to this addendum.

2. Friendly reminder that the bid opening is scheduled for 11:00 AM.

Sincerely,

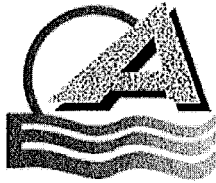
Nadia L. Schweisthal

Nadia L. Schweisthal, PE CPII
Professional Engineer I
City of Aurora Engineering Division

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN E-MAIL TO purchasingDL@aurora.il.us IMMEDIATELY UPON RECEIPT.

COMPANY NAME Benchmark Construction

SIGNATURE OF COMPANY REPRESENTATIVE 



Alpha Environmental, Inc.

5 Pembroke Circle

Streamwood, IL 60107

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

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

April 10, 2024

Subject: CCDD evaluation of surplus soils which will be generated from the watermain improvements on segments of Lebanon & Pearl Streets in Aurora, IL

Dear Mr. Muth:

Alpha Environmental, Inc. (AE) performed an environmental soils condition assessment of the proposed watermain improvements along Lebanon and Pearl Streets in Aurora, IL. Project work consists of intrusive work removing and replacing water service lines along the above-mentioned streets. The work will entail standard excavation techniques; however, some of the work could also involve pothole excavation and horizontal drilling. The trenching will generate roughly 1000 cubic yards of surplus soil. AE's portion of this project involves a regulatory database review to identify Potentially Impacted Properties (PIP) and perform the necessary testing to determine the most cost effective manner for surplus soil handling. This project work was performed in accordance with regulations contained in Illinois Administrative Code (IAC) 1100.

AE reviewed USGS Topographic maps dating back to the 1932 and historic aerial photographs dating back to 1939. AE also reviewed readily available internet regulatory database information from USEPA, Illinois EPA, Illinois Office of State Fire Marshal, Illinois Emergency Management Agency and other available public records.

Aerials indicate the site and area were residential development before 1939. The radius for our regulatory database review extended this search to ¼ mile from the construction area. There were no identified hazardous materials handling within that area with the exception of a LUST incident associated with the garden at Lebanon Park, over 400 feet south of the nearest area of construction.

During this review it was apparent that the construction site has been converted to single family residential use some time prior to 1939. During our review we did take into consideration the chemical handling identified above along at the Lebanon Garden but ultimately determined that activity to be insignificant either due to distance, project work, or the limited record of chemical



handling. Thus, in AE's professional opinion, non-PIP property are present in the route of construction.

AE personnel advanced two geoprobe soil boring to a depth of ten feet along the route of water main replacement. After field screening identified a combination of gravel associated and disturbed soils to roughly five feet associated with prior water main construction and native brown clayey silty soils to total depth and no visually or PID evidence of impacts, pH testing was performed. The sample horizons were selected at the mid-point of the proposed construction depth in order to be most representative of the materials which will be generated. All sample handling was performed in conformance with USEPA SW-846 requirements. The sample was sent to First Environmental Laboratory, a certified laboratory who performed all testing in conformance with 35 IAC 1100.

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

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

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

Sincerely,



Thomas A. Enno
LPG - Environmental Consultant

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





B-8

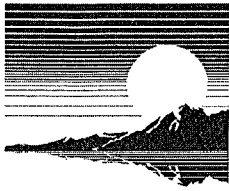
B-7

Survey Locations



Soil Sample Location VOC-PNA- RCRA Metals - pH

City of Aurora CCDD
Lebanon - Pearl - 2024 Water N



March 26, 2024

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

Project ID: Lebanon - Pearl 2024- WMs
First Environmental File ID: 24-2341
Date Received: March 25, 2024

Dear Mr. Tom Enno:

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

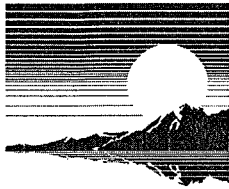
All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number:

1002922024-12: effective 02/23/24 through 02/28/2025.

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

Sincerely,

Ryan Gerrick
Project Manager



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **24-2341**

Project ID: **Lebanon - Pearl 2024- WMs**

Date Received: **March 25, 2024**

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

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
24-2341-001	B-7	3/25/2024 11:40
24-2341-002	B-8	3/25/2024 12:10

Sample Batch Comments:

Sample acceptance criteria were met.



Case Narrative

ALPHA ENVIRONMENTAL, INC.

Lab File ID: **24-2341**

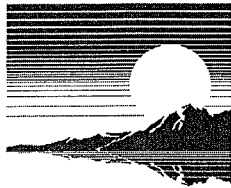
Project ID: **Lebanon - Pearl 2024- WMs**

Date Received: **March 25, 2024**

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

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

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



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.

Date Collected: 03/25/24

Project ID: Lebanon - Pearl 2024- WMs

Time Collected: 11:40

Sample ID: B-7

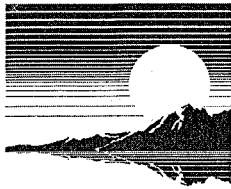
Date Received: 03/25/24

Sample No: 24-2341-001

Date Reported: 03/26/24

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Method: 9045D				
Analysis Date: 03/26/24 10:40				
pH @ 25°C, 1:2	8.96		Units	



Analytical Report

Client: ALPHA ENVIRONMENTAL, INC.
Project ID: Lebanon - Pearl 2024- WMs
Sample ID: B-8
Sample No: 24-2341-002

Date Collected: 03/25/24
Time Collected: 12:10
Date Received: 03/25/24
Date Reported: 03/26/24

Results are reported on an "as received" basis.

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 03/26/24 10:40				
	Method: 9045D			
pH @ 25°C, 1:2	8.61		Units	



1600 Shore Road, Suite D
 Naperville, IL 60563
 Phone: (630) 778-1200 * Fax (630) 778-1233
 E-Mail: info@firstenv.com
 IEPA Accreditation #100292

CHAIN OF CUSTODY RECORD

Company Name: Alpha Environmental, Inc.	
Street Address: 5 Pembroke Circle	
City: Streamwood	State: IL
Phone: 630-772-0867	Fax:
e-Mail: tjeno@aol.com	
Send Report To: Tom Enno	Via Fax: <input type="checkbox"/>
Sampled By: G Bruni	Via e-Mail: <input type="checkbox"/>
Zip: 60107	

Project ID: Lebanon - Pearl 2024 WMs
 P.O. # _____

Date/Time Taken	Sample Description	Matrix	VOCs	PNA's	RCRA Metals	pH	Enter analyses required on the lines to the left. Place an "X" in the box below to indicate which samples require what analysis.	Comments	Lab ID.
3/25/24 1140	B7 Silt/Clay	Soil				✓		TACO Tables	24-2341-001
3/25/24 1210	B8 Silty Clay	Soil				✓			-002
		Soil							
		Soil							
		Soil							
		Soil							
		Soil							

FOR LAB USE ONLY: Cooler Temperature: 0.1°C Yes No °C
 Received within 6 hrs of collection: _____
 Ice Present: Yes No
 Sample Refrigerated: Yes No °C
 Refrigerator Temperature: _____ °C
 Containers Received Preserved: Yes No
 5035 Vials Frozen: Yes No °C
 Freezer Temperature: _____ °C

Notes and Special Instructions: _____

Relinquished By: Gina Brown	Date/Time: 3/25/24	Received By: [Signature]	Date/Time: 3/25/24
Relinquished By: _____	Date/Time: _____	Received By: _____	Date/Time: _____

Rev 1/07



Illinois Environmental Protection Agency

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

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

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

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

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

I. Source Location Information

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

Project Name: Lebanon-Pearl watermain replacement Office Phone Number, if available: 630-450-2928

Physical Site Location (Street, Road): South Commons, north of Stoneheaven Ct.

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

Township: Aurora

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

Latitude: 41.7385 Longitude: - 88.3181

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

Google earth

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

Approximate Start Date (mm/dd/yyyy): 5/1/2024 Approximate End Date (mm/dd/yyyy): 12/31/2024

Estimated Volume of debris (cu. Yd.): 1,000

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: _____ City of Aurora

Name: _____ Pending Selection

Street Address: _____ 44 E Downers Place

Street Address: _____

PO Box: _____

PO Box: _____

City: _____ Aurora State: IL

City: _____ State: _____

Zip Code: 60505 Phone: 630-450-2928

Zip Code: _____ Phone: _____

Contact: _____ Nadia Schweisthal

Contact: _____

Email, if available: _____ schwelsthain@aurora-il.org

Email, if available: _____

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

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

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

Number of pages attached: 3

Please see attached letter, site figure and lab data relating to the site environmental evaluation. Alpha Environmental performed a thorough review of environmental databases, historic aerials and topo maps and determined this project site to be non-PIP property and this 662 form is appropriate.

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

IV. Soil pH Testing Results

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

Number of pages attached: 5

Soils were tested for pH at two locations along the route of proposed construction by installation of geoprobe soil borings to a depth of 10 feet. Two soil samples were selected from the 3 foot horizon and transmitted to First Environmental laboratory for testing. Sample results demonstrate that soil pH is within the limits established by the Illinois EPA.

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

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

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

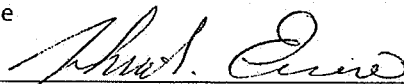
Owner

Operator

Thomas A. Enno

Printed Name

Signature



Owner's Duly Authorized Representative

Operator's Duly Authorized Representative

4/10/2024

Date



Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route Various
County Kane
Local Agency City of Aurora
Project Bid 24-058

RETURN WITH BID

Lebanon St. and Pearl St. Sewer Separation

PAPER BID BOND

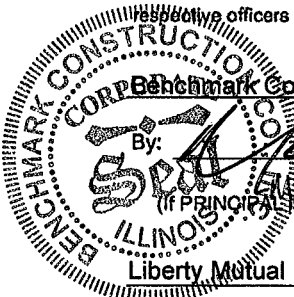
WE Benchmark Construction Co., Inc. 2260 Southwind Blvd., Bartlett, IL 60103 as PRINCIPAL, and Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02116 as SURETY, are held jointly, severally and firmly bound unto the above Local Agency...

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...

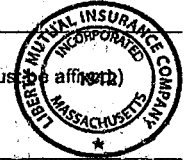
IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above...

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 1st day of May, 2024



Benchmark Construction Co., Inc. (Company Name)
By: [Signature] (Signature and Title)
Liberty Mutual Insurance Company (Name of Surety)

Principal
By: [Signature] (Signature and Title)
Surety
By: James I. Moore (Signature of Attorney-in-Fact)



STATE OF DuPage
COUNTY OF DuPage

I, Sherry L Bacskai, a Notary Public in and for said county, do hereby certify that and James I. Moore

(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 1st day of May, 2024

My commission expires September 8, 2027

OFFICIAL SEAL
SHERRY L BACSKAI
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 977639
(Notary My Commission Expires September 08, 2027)

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.

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint James I. Moore all of the city of Downers Grove, state of IL its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Benchmark Construction Co., Inc.
Obligee Name: Illinois Department of Transportation
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of May, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of May, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction		
	PHONE (A/C, No, Ext): 630-468-5600	FAX (A/C, No):	
E-MAIL ADDRESS: CSUConstruction@hubinternational.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Benchmark Construction Co., Inc. 2260 Southwind Blvd. Bartlett IL 60103	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: RSUI Indemnity Company		22314
	INSURER C: Nautilus Insurance Company		17370
	INSURER D: National Fire Insurance of Hartford		20478
	INSURER E: The Continental Insurance Company		35289
	INSURER F:		

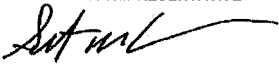
COVERAGES **CERTIFICATE NUMBER:** 827101830 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7039738581	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7039738578	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7039738564 EX-9T392383-23-NF	9/30/2023 9/30/2023	9/30/2024 9/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 EACH OCC/AGGR (10x10) \$ \$10MM/\$10MM
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7039738595	9/30/2023	9/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B C A	Excess Liability (5x20) Pollution Liability (Mold Incl.) Leased/Rented Equipment			NHA104464 CPL2035901 QT-630-7T696499-TIL-23	9/30/2023 9/30/2023 9/30/2023	9/30/2024 9/30/2024 9/30/2024	Each Occ/Aggr OCC/AGG-SIR Limit \$5MM/\$5MM \$5,000,000-\$25,000 \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid 24-058 Lebanon St and Pearl St Sewer Separation.
City of Aurora is primary and non-contributory additional insured if required by written contract, subject to policy terms, conditions, and exclusions. (Umbrella follows form)

CERTIFICATE HOLDER **CANCELLATION**

City of Aurora 44 E. Downer Place Aurora IL 60505 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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5.	Broad Named Insured
6.	Broadened Liability Coverage For Damage To Your Product And Your Work
7.	Contractual Liability - Railroads
8.	Electronic Data Liability
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury – Exception for Reasonable Force
11.	General Aggregate Limits of Insurance – Per Project
12.	In Rem Actions
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24.	Unintentional Failure To Disclose Hazards
25.	Waiver of Subrogation – Blanket
26.	Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

Page 6 of 17

National Fire Insurance Of Hartford

Insured Name: Benchmark Construction Co., Inc.

Policy No: 7039738581

Endorsement No: 2

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury to a volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury to a co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury to an employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

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**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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City of Aurora
Bid 24-058

NOTICE TO BIDDERS

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 44 E Downer Place, First Floor, Aurora, IL 60505 until **11:00 AM, Wednesday, May 1, 2024**. Proposals will be opened and read publicly at the above address on **Wednesday, May 1, 2024** at **11:00 AM** for those wishing to attend in person. The bid opening will also be live streamed, access details to be provided to all plan holders.

Description of Work

Name: **Lebanon St and Pearl St Sewer Separation**

Location: **Lebanon Street from Ashland Avenue to midblock of Lebanon Street just south of Simms Street and Pearl Street from Ashland Avenue to Simms Street.**

Proposed Improvement: **Installation of 325' of 12", 275' of 15", 240' of 18", 330' of 21", and 360' of 24" RCP Storm Sewer and other miscellaneous appurtenances all in accordance with the Plans and specifications.**

Bidder Instructions

1. Plans, specifications, and proposal forms will be available on **Monday, April 15th, 2024** and may be obtained at online at: <https://www.aurora-il.org/bids.aspx>.
2. **Prequalification of Bidders as contained in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" is required on this project. All proposals must be accompanied by a proposal guaranty as outlined in the Proposal form.**
3. The Awarding Authority reserves the right to waive technicalities and to 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".
4. Any bidder who owes the City money may be disqualified at the City's discretion.
5. 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.
6. 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.
7. 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 1/2024

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 **Lebanon St and Pearl St Sewer Separation, Bid 24-058** 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:

Project description and other miscellaneous appurtenances all in accordance with the Plans and specifications.

All questions should be received by the Purchasing Division, in writing at PurchasingDL@aurora.il.us , by 4 pm Friday, April 26, 2024. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 4:00 pm, Monday, April 29, 2024 if required. All questions received after Friday will not be addressed.

SUMMARY OF 2024 MAJOR SPECIAL PROVISION REVISIONS:

- **[SP A.10 – NOTIFICATIONS](#)**
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- **[SP W.6 – VALVE IN VALVE VAULT](#)**

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

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/posts in conflict with the proposed improvements and the contractor will be responsible for the replacement of signs/posts damaged during this process. All signage required for the proper control of traffic (i.e.: stop signs, yield signs, etc.) must be maintained on a temporary basis until the permanent sign can be reinstalled. **If the project is located in a business district, then business open signs shall be posted and maintained during construction.**

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

SP A.5 – COMPLETION DATE

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

The Contractor further agrees to begin work 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:

- **Obtain Final completion of the entire project November 15, 2024.**

Substantially complete shall mean the completion of all work except for the installation of the final HMA surface

and minor punch list items.

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

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

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

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

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

SP A.6 – PERFORMANCE GUARANTEE OF WORK

If after the approval of final payment for each class of work and prior to the expiration of 1 year after the date of approval of said final payment, or such longer period of time as may be prescribed by law or by terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the 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 AM and 5:00 PM on Saturdays. No work shall be done on Sundays or Holidays.

Equipment shall not be started before 6:45 AM.

SP A.8 – INCIDENTAL WORK

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

SP A.9 – PRE-CONSTRUCTION MEETING

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

- Notify Engineer 14 days prior to construction start for lead service notifications.
- 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.
- General cleanup of the work site at the end of each day. The Contractor must have a water meter and hoses, or water truck on site prior to the start of excavation. Contractors and their sub-contractors will not be allowed to obtain water from private property.
- Granular trench backfill, method and equipment used for compaction.
- CCDD requirements
- Protection of existing pavement and placement of cold patch. The Contractor must be prepared to place temporary pavement within the same day of removing the existing pavement.
- Driveway access
- Landscape restoration
- A J.U.L.I.E status for the project site, scheduled by the Contractor, prior to commencement of any work.

Upon receipt of the notice of 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.10 – 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. The Engineering shall also be notified a minimum of 14 days prior to construction to comply with lead service notification requirements.

Parking

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

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

Roadway

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

Bid Number 24-058

Water

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

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

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

Sanitary

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

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

SP A.11 – CONTROL OF MATERIALS

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

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

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

SP A.12 - RECORD DRAWINGS

Contractor shall provide level, rod, etc. and laborer in assisting Engineer to verify changes. This work shall not be paid for separately, but shall be considered incidental to the Contract.

SP S.1 – TRAFFIC CONTROL AND PROTECTION

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

Specifications or Highway Specifications. Special attention is called to Article 107.09 of the Standard Specifications for Road and Bridge Construction.

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

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

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

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

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

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

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

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

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

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall be responsible for erecting and maintaining, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection, including tight sheeting or shoring of the trench. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in paragraph (a) or (b) caused, directly or indirectly, in whole or in part, by any Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties

and responsibilities for the safety and protection of all work shall continue until such time as all the work is completed and acceptable. Any damages shall be repaired in a timely manner. Any and all interruptions of essential utilities such as water, electricity, or gas shall be corrected that same day and before the foreman leaves the site. (See Guarantee & Maintenance of Work for time of acceptance.)

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

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

SP S.3 – LOCATION OF UTILITIES

The 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 (forty-eight hours) prior to beginning any construction or preliminary borings. The Contractor shall have the responsibility to determine from the public utility companies and the City of Aurora Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

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

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

SP H.1 – SOIL EROSION CONTROL

If the size of the project warrants a Storm Water Pollution Prevention Plan (SWPPP), then the Contractor and their Subcontractors shall sign the necessary certification forms and follow the requirements of the SWPPP. The Contractor shall coordinate with the Engineer on correcting any deficiencies identified during inspections or Incidents of Non-compliance, and shall notify the Engineer of any changes to the SWPPP's erosion control 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 the Contractor shall be required to place ENGINEER approved inlet protection such as an inlet basket sized to fit that particular frame, or equal, in all curb structures in accordance with the Soil Erosion and Sediment Control Plan.

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

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

Erosion and Sedimentation Control shall not be paid for separately, but shall be considered incidental to the contract. The supply and installation of inlet baskets shall be paid for at the contract unit price for EACH 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 \$750.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision. In addition, the Contractor will pay any penalties resulting from any Illinois Environmental Protection Agency, NPDES for Construction violations issued to the Owner.** Such sum to be charged not as a penalty but as liquidated damages. The parties agreeing that actual damages to the City of Aurora would be uncertain and difficult to calculate and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Aurora as a result of the Contractor's failure to control dust and clean the pavement(s) as required.

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

SP H.3 – CLEANING ALL STRUCTURES

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

SP H.5 – DISPOSAL OF DEBRIS AND EXCAVATED MATERIAL

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

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

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

Clean Construction and Demolition Debris

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

*This project is eligible for free **CONCRETE DISPOSAL ONLY** at the Heartland Recycling Facility at 213 Mettel Road, Aurora, IL (Heartland) when they are open and accepting concrete materials. PCC shall be in segments no larger than two foot in any one dimension. PCC taken to Heartland shall be transported separately from all other materials. Failure to comply with the material acceptance procedures at Heartland could result in the assessment of "hard to handle" fees; the Contractor will not be compensated for any such fees should they be assessed.*

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

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

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

- ***Special Waste Disposal*** – Based on the results of additional testing, the Contractor will be paid per ton (based on tickets as provided by the receiving facility) to transport the material and pay any fees assessed by the receiving facility; this dollar amount shall be as contained within the contract, or as otherwise established utilizing an AUP or on a Time and Material Force Account basis.

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

SP H.6 – HAZARDOUS SPILL REMEDIATION

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

SP G.1 – MOBILIZATION

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

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

SP G.2 – WATER FOR CONSTRUCTION PURPOSES

City water for construction purposes will be available to the Contractor at 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. 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 deduced from moneys due, for each unauthorized use of City water regardless of the amount of water used or the reason for unauthorized use.

SP G.3 – SURFACE RESTORATION

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

SP G.4 – REMOVAL / ABANDONING OF SEWERS AND/OR WATER MAINS

This work shall consist of abandoning existing sewers and water mains at the locations shown on the Plans or as directed by the Engineer in the field. Existing sewers and structures shall be removed at the location of conflict with new construction and removed at the point of connection with the existing sewer or manhole that is to remain. The Contractor shall not be required to excavate and remove sewers and water mains that are to be abandoned that fall outside the limits of excavation for the new improvements.

Ends of the abandoned pipes and openings in the existing sewers and manholes to remain shall be plugged with brick and mortar. At locations where the sewers are to be disconnected from manholes that are to remain in place, the Contractor shall plug the sewer from the inside of the manhole with brick and non-shrink mortar a minimum of 12" thick. The plugging of pipe openings to be abandoned within the vicinity of manholes to remain in place as identified on the Plans shall be paid for at the contract unit price per EACH as MANHOLE INVERTS TO BE BRICK AND MORTARED.

For pipes that are to be disconnected from existing sewers that are to remain, the Contractor shall abandon the existing connection by one of the methods below:

- The Contractor shall excavate and disconnect the sewer to be abandoned from the sewer to remain. The Contractor shall excavate and remove the pipe and/or tee at the location of the pipe to be disconnected and replace in accordance with the Sanitary Sewer Removal and Replacement special provisions.
- The Contractor shall install a cured in place internal pipe liner to cover the existing opening to be abandoned. The internal pipe liner shall be installed in accordance with these specifications.

For services and tees being disconnected from existing brick sewers, the Contractor shall abandon the existing connection by removing the pipe and/or tee at the location of the connection and shall patch the opening in the existing sewer to remain with brick and non-shrink grout. When the limits of the disconnection fall outside the limits of the excavation for new improvements the Contractor shall be paid at the contract unit price as specified below.

For water mains that are to be disconnected from existing water mains that are to remain, the Contractor shall excavate and disconnect the pipe to be abandoned. If the pipe to be abandoned is connected to the water main to remain via a tee, the tee shall be removed along with a minimum of 2 feet of pipe and replaced with class 52, cement lined DIP along with ductile iron sleeves of the same diameter as the existing piping. If the water main to be removed is connected to the water main to remain via a cross, the pipe shall be removed from the cross and replaced with a DIP plug.

The plugging and/or removal of existing sewers and water mains and connections within manholes or within areas identified in the Plans for excavation shall not be paid for separately, but shall be considered incidental to the contract. The removal and disposal of existing sewers and water mains in order to facilitate the installation of new improvements, shall not be paid for separately, but shall be considered incidental to the contract.

The plugging and/or removal of existing sewer and water mains and connections not within the vicinity of manholes or planned excavated areas as identified on the Plans shall be paid for at the contract unit price per EACH as ABANDON EXISTING SEWER PIPE CONNECTION or ABANDON WATER MAIN CONNECTION as appropriate, and shall include all equipment, labor, material, and select granular trench backfill necessary to complete the work. The removal and disposal of existing sewers and water mains in order to facilitate this pay item shall not be paid for separately, but shall be considered incidental to the contract. Surface restoration shall be paid for separately.

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

SP G.5 – STORM, SANITARY, AND WATER STRUCTURES TO BE ABANDONED

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

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

In the case where the existing structure is to be removed and replaced or is in-line with the trench of the proposed infrastructure, the existing structure shall be completely removed. If the existing structure is deeper than the proposed infrastructure, then the extra excavation volume will be compensated by using the Unsuitable Soil Removal and Replacement pay item. Otherwise, the cost for removal of this existing structure shall be considered incidental to the installation cost of the proposed infrastructure.

The abandonment of a structure shall include removal of the casting and cone section and proper disposal offsite. All pipe connections shall be securely sealed water tight with concrete bricks and mortar 12" thick and the structure shall be filled with selected CA-7 granular trench backfill and mechanically compacted or jetted. Restoration of abandonment surface shall be paid for separately.

This work shall be paid for at the contract unit price per EACH for STORM, SANITARY, AND WATER STRUCTURES TO BE ABANDONED, which shall include payment in full for removal and disposal of the structure, and supplying and installing selected granular trench backfill.

SP G.6 – TRENCH BACKFILL, PIPE BEDDING, AND COVER

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

Pipe Bedding

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

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

Haunching

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

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

Trench Backfill

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

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

Under grassed areas:

Satisfactory excavated or borrow material, approved by the Engineer.

Under pavements:

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

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

Compaction Jetting and Water Soaking

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

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

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

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

Measurement and Payment

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

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

SP G.7 – COMPACTION REQUIREMENTS

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

Percentage of Maximum Density Requirements

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

Pavement, Drives, and Sidewalks

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

Lawn or Unpaved Areas

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

Moisture Control

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

SP G.8 – PIPE AND PRE-CAST CONCRETE STRUCTURES MATERIAL TESTS

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

SP G.9 – STRUCTURE TAPS

This work shall consist of connecting proposed sewers 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.

In the event that the structure tap is to be performed on a sanitary manhole, the work shall include the installation of a rubber boot in accordance with the details and FMWRD requirements. A rubber boot will not be required for connections to storm sewer structures.

This work shall be paid for at the contract unit price per EACH for STORM STRUCTURE TAP or SANITARY STRUCTURE TAP for the size specified in the contract.

SP G.12 – EXPLORATORY EXCAVATION

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

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

This work shall be paid for at the contract unit price per FOOT (FT) for EXPLORATORY EXCAVATION of the depth specified. This unit price shall include all necessary saw cutting, pavement removal, excavation, removal of spoil off-site, backfilling, and placement of temporary pavement if necessary.

SP G.13 – REMOVE AND PLUG ABANDONED WATER SERVICES

This work shall consist of removing abandoned water services encountered during the work or as directed by the Engineer in the field. Abandoned water services shall be removed at the location of conflict with new construction and removed to the point of connection with the existing water main that is to remain. The service shall be disconnected at the corporation stop at the water main. The corporation stop shall not be removed, but shall be turned off and have a brass plug securely installed to prevent leaks.

The Contractor shall keep records of the services removed and the plugs installed if not observed by the Engineer.

The plugging and/or removal of abandoned water services within areas identified in the Plans for excavation shall not be paid for separately but shall be considered incidental to the contract. **The removal and disposal of abandoned water services to facilitate the installation of new improvements or within 4' of the new water service replacement tap, shall not be paid for separately, but shall be considered incidental to the contract. The contractor shall receive pre-approval from the engineer to locate a new water service replacement tap more than 4' from the existing tap to be abandoned which would trigger the payment of this pay item.**

The plugging and/or removal of abandoned water services not within the vicinity of the planned excavated areas as identified on the Plans shall be paid for at the contract unit price per EACH as REMOVE AND PLUG ABANDONED WATER SERVICE. The excavation of the abandoned service, removal of the service, plugging of the corporation stop at the existing water main, and select granular trench backfill shall be considered incidental to this pay item.

SP G.14 – TREE TRIMMING

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

SP ST.1 – STORM SEWERS

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

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

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

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

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

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

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

SP ST.2 – STORM MANHOLES

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

All manhole components, including cast iron frame, 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 shall be East Jordan 1050Z1 or approved equal within paved areas. In non-paved areas, the frame shall be East Jordan 1022Z1 or approved equal. The lids shall be East Jordan 1020A watertight covers with two (2) concealed "EPIC" pickholes. The cover shall have the words "City of Aurora" cast into the top, in two (2) inch high lettering. The structures shall be constructed with a minimum of 2" adjusting rings and allow for a maximum of 10" of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black. 5000 series meeting ASTM D3575 and ASTM D48-1913;

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

Existing frames and lids being removed shall be delivered to 649 S. River St., Aurora at the location shown by City personnel.

Payment will be made at the contract unit price EACH 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

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

The structures shall be constructed with a minimum of 2” adjusting rings and allow for a maximum of 10” of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black. 5000 series meeting ASTM D3575 and ASTM D48-1913; B6D7G4L3M24S2T17W7. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l ((7.5pcf). “Grade” adjustment rings may contain either an upper or lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top. The grade adjustment rings shall be capable of supporting the minimum requirements of AASHTO M-306, H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments. Composite rings shall be set with 3/8”x3.5” butyl rope between each ring, frame and/or top of structure in lieu of the manufacturer recommended sealant. Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item. **Frames and Grates**

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

Payment will be made at the contract unit price EACH for 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.

SP ST.4 – STORM INFILTRATION CATCH BASINS

New storm infiltration 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.

In the event that an infiltration catch basin is installed without an outlet pipe, the depth from the rim to the top of stone in the catch basin shall be a minimum of 4 feet.

Storm Infiltration Catch Basins shall be installed at locations shown within the construction drawings or as directed by the Engineer in accordance with the details. Contractor shall assure the gravel in the basin is clean and free of debris prior to the City's acceptance. If the Engineer determines the gravel is not clean and free of debris, the Contractor will be required to remove the aggregate and replace it with clean material at no additional cost to the City.

Existing frames and grates being removed shall be delivered to 649 S. River St., Aurora, at the location shown by City personnel. **Castings for infiltration catch basins shall have the letters ICB cast into the curb box. The structures shall be constructed with a minimum of 2” adjusting rings and allow for a maximum of 10” of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black, 5000 series meeting ASTM D3575 and ASTM D48-1913; B6D7G4L3M24S2T17W7. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l ((7.5pcf). “Grade” adjustment rings may contain either an upper or lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top. The grade adjustment rings shall be capable of supporting the minimum requirements of AASHTO M-306, H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments. Composite rings shall be set with 3/8”x3.5” butyl rope between each ring, frame and/or top of structure in lieu of the manufacturer recommended sealant. Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item.**

Payment will be made at the contract unit price EACH for STORM INFILTRATION 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.

SP ST.5 – INLETS

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

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

All inlet components, including cast iron frame, 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 10" of adjusting rings. The use of concrete adjusting rings shall not be allowed and composite PRO-RING adjusting rings manufactured by Cretex Specialty Products or an approved equal shall be installed. The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene, (EPP), black. 5000 series meeting ASTM D3575 and ASTM D48-1913; B6D7G4L3M24S2T17W7. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l ((7.5pcf). "Grade" adjustment rings may contain either an upper or lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top. The grade adjustment rings shall be capable of supporting the minimum requirements of AASHTO M-306, H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments. Composite rings shall be set with 3/8"x3.5" butyl rope between each ring, frame and/or top of structure in lieu of the manufacturer recommended sealant. Any adjustment to the proposed structure required to match existing or proposed grade, shall be incidental to this item.**

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

Payment will be made at the contract unit price EACH for STORM INLET of the diameter indicated, which shall include the cost of all excavation, weep holes, drainage fabric, 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 ST.6 – FIELD ADJUSTMENTS TO PROPOSED STORM STRUCTURES

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

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

SP SN.1 – PVC PIPE MATERIAL AND TESTING

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

Laboratory Test

Contractor shall submit certified copies of all reports of tests conducted by an independent laboratory before installation of PVC Plastic Pipe. Tests shall be conducted in accordance with Standard Method of Test for External Loading Properties of Plastic Pipe by Parallel-Plate Loading, ASTM Standard D2412. Tests shall also

be conducted in accordance with ASTM D 3212 to demonstrate joint performance at 5% maximum diametric deflection of the spigot, as specified in Article 7.4 of ASTM D 3212.

Straightness

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

Internal Diameter

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

Pipe Installation and Field Testing

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

Final Acceptance

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

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

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

SP SN.4 – SANITARY SEWER

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

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

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

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

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

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

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

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

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

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

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

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

SP SN.5 – SANITARY SERVICE CROSSINGS

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

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

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

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

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

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

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

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

SP SN.6 – SANITARY SERVICES AND TEE REPLACEMENT

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

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

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

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

Non-Shear Sewer Coupling

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

Tees

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

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

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

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

Payment for sanitary service risers shall be made at the contract unit price EACH for SANITARY SERVICE RISER of the specified size, which shall include the furnishing and installation of the vertical riser pipe to grade, riser cap, excavation, bedding, granular backfill and all appurtenances. The wye connection for the rise shall be

paid for as the horizontal distance of the wye at contract unit price per FOOT (FT) for SANITARY SERVICE or SEWER, of the size specified.

Additional Footage of Sanitary Services

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

Location of Sanitary Wyes and Break-Ins

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

SP W.2 – WATER SERVICE/WATER SERVICE RELOCATION

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

In the event an unexpected lead water service is encountered, the Contractor shall notify the Engineer immediately so that they may make arrangements for full replacement with the homeowner at their earliest convenience. If a water service is damaged or interrupted, the Contractor shall not turn the water back on until the Engineer has delivered the flushing requirement guidelines to the homeowner and a water pitcher for filtration. All lead water services exposed will require full replacement from the water main to the water meter in the residence via trenchless construction methods unless the homeowner signs a waiver that the service shall not be disturbed on private property. If the waiver is signed, then the service shall be replaced from the water main to the b-box only.

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

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

The footage for TRENCHLESS COPPER WATER SERVICE payment shall be to the wall or floor where the new copper service enters the residence. The work necessary to connect the new copper service to the meter within

the house by an Illinois Licensed Plumber, core and patch an opening in the wall or floor and clean up the work area not including finished restoration shall be compensated via standard time and material charges. The contractor will only be responsible for patching the floor or wall where the service enters the residence, the homeowner will be responsible for any additional finished restoration disturbed during the installation which shall be kept to a minimum. The contractor will utilize an Illinois Licensed Plumber to provide the labor necessary to install and complete these connections. All internal work shall be performed according to the Illinois Plumbing Code, current edition. All time and material charges as described above will be paid using the INTERIOR SERVICE CONNECTION ALLOWANCE pay item. The plumber will be required to submit an invoice showing a detailed breakdown of the time and material charges per IDOT guidelines.

The contractor will be given the contact information the City has obtained from the lead water service sign-off form which the contractor will use to coordinate any work required within the private property. The contractor will be responsible for all contact with the homeowner from that point forward and it is recommended the contractor has a bilingual employee to help with that communication. The contractor will be allowed to charge \$150 for project management time for each service replaced to complete this coordination. A before and after picture at the water meter should be taken of each property and provided to the City on completion of the work in order to be paid these allowances. The contractor should display the address and date in each picture. In addition, the contractor will be allowed to charge \$350 for the laborer time per service to cover the cost of the cutting and patching of the concrete wall or floor which will be required to be patched the same day it is disturbed. These items will also be compensated under the INTERIOR SERVICE CONNECTION ALLOWANCE pay item.

In the event of a break or a grade conflict with a water service, the Contractor shall replace the water service as required to facilitate the installation of the proposed sewer, or to reconnect services to water mains. The service replacement shall extend a minimum of 18" beyond either side of the sewer trench at a minimum depth of 5 feet. This work may include routing the service under the new sewer, at a minimum depth of 1.5 feet below the bottom of the proposed sewer.

All newly installed water services shall be installed at the proper elevation to avoid conflicts with the proposed storm sewer. The Contractor will not be allowed to cut newly installed services. If the Contractor encounters a conflict with a newly installed water service, they will be required to replace the service from the new water main to the new b-box.

Relocating or repairing existing water services shall be paid for at the contract unit price per FOOT (FT) for WATER SERVICE RELOCATION of the size specified which shall be payment in full for all excavation, trench backfill, dewatering, sheeting, shoring and bracing, supplying and installing the copper pipe and fittings, connection to existing lead lines if required, and flushing the existing system, all in accordance with the Plans, specifications and as directed by the Engineer.

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

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

equipment, and labor necessary to perform this work in accordance with the Plans, specifications, and as directed by the Engineer.

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

SP W.3 – WATER MAIN AND WATER SERVICE CROSSINGS

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

SP W.4 – WATER MAIN LOWERING

This item consists of lowering existing or proposed water mains in order to avoid vertical conflicts with existing or proposed utilities. This work may be shown on the plans or may be required due to unforeseen conflicts between the existing or proposed water main and other existing or proposed utilities. For areas where the existing main must be lowered, or the proposed main must be installed at a depth of 1.5’ greater than the proposed depth, the length of lowered main shall be paid for at the contract unit price per FOOT (FT) for WATER MAIN LOWERING of the size specified in the contract, which shall be payment in full for all equipment, labor, and material required. Fittings required to lower the mains shall not be paid for separately, but shall be considered incidental to WATER MAIN LOWERING.

Select Granular Trench Backfill and surface restoration shall be paid for separately.

SP W.11 – PROTECTION AGAINST CORROSION:

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

Table 1 – Raw Material Used to Manufacture Polyethylene Film

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

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Elongation	300% Minimum
Dielectric Strength	800 Volts per mil Minimum

Thickness Tolerance

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

Table II – Minimum Polyethylene Width

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

General Installation

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

Pipe Wrapping

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

METHOD A

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

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

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

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

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

METHOD B

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

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

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

METHOD C

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

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

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

Pipe Shaped Appurtenances Wrapping

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

Odd Shaped Appurtenances Wrapping

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

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

SP R.1 – SAW CUTTING

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

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

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

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

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

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

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

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

Driveways

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

Local Streets and Minor Collectors

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

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

Arterials and Major Collectors

The Contractor shall place Hot Mix Asphalt (HMA) at all excavated locations within active travel lanes and intersections, and at other locations as directed by the Engineer. The HMA depth shall have a minimum of two inches (2") thickness. The temporary surface shall be maintained so that it will provide a smooth, usable surface with a minimum of distraction to traffic to the satisfaction of the Engineer. The Contractor shall be responsible for coring through the temporary pavement in order to jet trenches. After the trenches are thoroughly jetted and consolidated, additional temporary pavement shall be applied. As an alternative, the Contractor may use cold mix asphalt. If cold mix is used, the Contractor shall inspect, repair and/or replace cold mix at all actively travelled locations, and at other locations as directed by the Engineer, on a daily basis when the temporary patch exceeds

1-inch of deviation (above or below) from the adjacent pavement or when excessive tracking of material occurs. Cold mix must be compacted with vibratory or heavy equipment – hand tamping shall not be allowed. Tracking of cold mix onto the travelled lanes shall be cleaned on a daily basis during off-peak traffic hours. The Contractor may use steel-plates, secured in place, to cover open excavations during weekends and holidays with appropriate warning signage. The use of CA-6 crushed limestone as a temporary patch is prohibited. The temporary surface shall be removed prior to placing the permanent pavement the cost of which is included in this temporary pavement surface pay item. HMA in good condition may be allowed to remain in place at the Engineer's discretion. Cold mix shall be removed and replaced with permanent pavement.

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

Measurement and Payment

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

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

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

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

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

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

Measurement and Payment

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

SP R.5 – PCC DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT

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

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

four inches (4") minimum for residential, and 6" minimum for commercial. **Portland cement concrete driveways shall have contraction joints installed as shown on the plan details.**

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

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

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

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

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

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

SP R.7 – COMBINATION P.C.C. CURB AND GUTTER

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

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

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.

This work shall be paid for at the contract unit price per FOOT (FT) for COMBINATION P.C.C. CURB & GUTTER

and shall include all labor, material, and equipment necessary for installation as specified herein. Saw cutting, expansion joints, reinforcement, and dowel bars shall be considered incidental to this item.

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

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

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

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

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

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

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

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

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

The surface finish shall be a light broom finish.

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

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

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

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

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

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

SP R.10 – SEEDING - AURORA MIX:

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

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

Aurora Mix:

The City of Aurora grass seed mixture consists of:

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

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

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

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

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

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

State of Illinois
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

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

I. SELECTION OF LABOR

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

II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

CITY OF AURORA GENERAL SPECIFICATIONS
SECTION 1 - DEFINITION OF TERMS

1.1 ADVERTISEMENT

The word Advertisement shall mean and refer to the official notice as published in the 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.

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 of the work in a neat and 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, it is understood that any equivalent material or equipment may be provided, however, that the written approval and acceptance of the Engineer of such equivalent material or equipment must be obtained prior to its purchase and/or incorporation in any part of the work.

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	Property Damage Liability	
<u>Each Occurrence</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
\$3,500,000	\$500,000	\$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.



Local Agency Proposal Bid Bond

Route Various
County Kane
Local Agency City of Aurora
Section

RETURN WITH BID

PAPER BID BOND

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

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

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

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

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

Principal

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

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

Surety

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

STATE OF ILLINOIS, COUNTY OF

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

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

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

Given under my hand and notarial seal this day of

My commission expires (Notary Public)

ELECTRONIC BID BOND

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

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

Electronic Bid Bond ID Code

(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 BENCHMARK CONSTRUCTION CO., INC. for the improvement known as the **Lebanon St and Pearl St Sewer Separation, Bid Number 24-058.**
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.

Bid Number 24-058

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** covering the work to be performed under this contract:



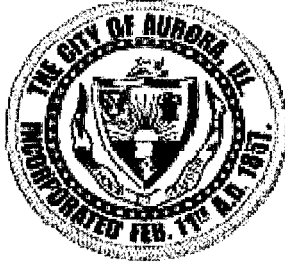
**Schedule of Prices
Lebanon St and Pearl St Sewer Separation
Bid 24-058**

Route Lebanon St and Pearl St
 County Kane
 Local Agency City of Aurora

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	Abandon Existing Sewer Pipe Connection	EA	4	425.00	1,700.00
2	Sanitary Manhole Inverts to be Brick and Mortared	EA	5	460.00	2,300.00
3	Storm Structure Tap	EA	2	400.00	800.00
4	Select Granular Trench Backfill	CY	1,100	47.00	51,700.00
5	Unsuitable Soil Removal and Replacement	CY	40	70.00	2,800.00
6	Exploratory Excavation	LF	20	211.00	4,220.00
7	Sanitary Service Removal and Replacement, 6"	LF	60	138.00	8,280.00
8	Sanitary Sewer Removal and Replacement, 10" for Blind Tye Removal	LF	20	412.00	8,240.00
9	Sanitary Sewer Service Relocation, 6"	LF	100	182.00	18,200.00
10	1" Dia. Curb Stop & B-box	EA	54	2,412.00	130,248.00
11	1" Dia. Tap and Corp Stop	EA	54	2,412.00	130,248.00
12	Trenchless Copper Water Service, 1"	LF	3,100	10.00	31,000.00
13	Interior Service Connection Allowance	Allowance	1	\$108,000.00	\$108,000.00
14	Water Main Lowering, 8" DIP CL 52	LF	40	400.00	16,000.00
15	Storm Sewer - 10" DIP	LF	10	381.00	3,810.00
16	Storm Sewer - 12" RCP	LF	360	83.00	29,880.00
17	Storm Sewer - 15" RCP	LF	275	94.00	25,850.00
18	Storm Sewer - 18" RCP	LF	240	99.00	23,760.00
19	Storm Sewer - 21" RCP	LF	330	108.00	35,640.00
20	Storm Sewer - 24" RCP	LF	360	117.00	42,120.00
21	Storm Manhole, Type A, 4' dia.	EA	8	4,000.00	32,000.00
22	Storm Infiltration Catch Basin, Ty B, 3' dia.	EA	11	4,000.00	44,000.00
23	Storm Doghouse Manhole, Type A, 6' dia.	EA	1	11,000.00	11,000.00
Page 1 Total =					\$ 761,796.00



**Schedule of Prices
Lebanon St and Pearl St Sewer Separation
Bid 24-058**

Route	Lebanon St and Pearl St
County	Kane
Local Agency	City of Aurora

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

NO.	ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
24	Connect to Storm Structure (Pearl St and Ashland Ave)	EA	1	4,000.00	4,000.00
25	Field Adjustments to Proposed Storm Structures	EA	3	800.00	2,400.00
26	Temporary Pavement, 2"	SY	50	60.00	3,000.00
27	Class D Patching, 5" Binder + 1.5" Surface	SY	1,400	50.00	70,000.00
28	Combination PCC Curb and Gutter Removal and Replacement	LF	130	65.00	8,450.00
29	PCC Sidewalk Removal and Replacement, 5"	SF	200	14.00	2,800.00
30	PCC Drive Approach Removal & Replacement, 6", Residential	SY	50	122.00	6,100.00
31	Seeding - Aurora Mix	SY	300	14.00	4,200.00
32	Items Ordered by Engineer	Allowance	1	\$90,000.00	\$90,000.00
33	Traffic Control and Protection	LS	1	27,154.00	27,154.00
34	Inlet Protection	EA	15	200.00	3,000.00
35	Temporary Staging	TON	20	55.00	1,100.00
36	Non-Special Waste Disposal	TON	20	100.00	2,000.00
37	Special Waste Disposal	TON	20	100.00	2,000.00
Page 2 Total =					\$ 226,204.00
Page 1 Total =					\$ 761,796.00
Bidder's Total Proposal for Making Entire Improvements =					\$988,000.00

Addendum 1 received



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name BENCHMARK CONSTRUCTION CO., INC.

Signed By [Signature] President

Business Address 2260 SOUTHWIND BLVD.
BARTLETT, IL 60103

President MARK ATKINS

Secretary TIM STREPEK

Treasurer MARK ATKINS

Attest [Signature] Secretary



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 BENCHMARK CONSTRUCTION CO., INC.

ADDRESS 2260 SOUTHWIND BLVD.

CITY/STATE/ZIP CODE BARTLETT, IL 60103

NAME OF CORPORATE/COMPANY OFFICIAL MARY ATKINS
PLEASE TYPE OR PRINT CLEARLY

TITLE PRESIDENT

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 5/1/2024

TELEPHONE (630) 497-1700

FAX No. (630) 497-1737

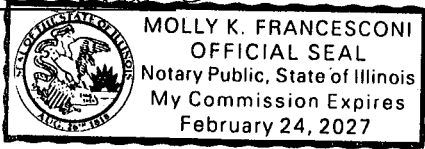
E-MAIL ADDRESS clominick@bmk8.com

Subscribed and Sworn to

Before me this 1 day

of MAY, 2024

Molly K. Francesconi
Notary Public



Bid Number 24-058

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoand Laborers' J.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

11 017990001

Registration No.



R. J. Chao

Secretary of Labor

Anthony Suroaga

Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Illinois District Council #1 Bricklayers D.C.T.C.
Addition, Illinois

For the Trades of Bricklayers, Plasterers, Tuckpointers-Cleaners-Caulkers,
Cement Masons, Marble Setters and Stonemasons

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 30, 2003

IL015030003

Registration No.



R. J. Elias
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services

33

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150
Plantfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

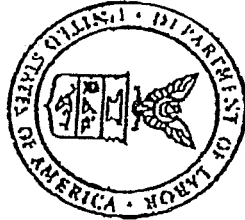
November 9, 2002
DL 008780173
Registration No.



R. D. Clark
Secretary of Labor
Richard J. Sweeney
Assistant Secretary, Training, Employer and Labor Services

JUN 27 04 07 00 PM '04

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

DU PAGE COUNTY CEMENT MASONS' LOCAL #803 JOINT APPRENTICESHIP COMMITTEE
VILLA PARK, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

OCTOBER 12, 1955
REVISED: FEBRUARY 10, 1989

015-0492
Registration No.

Don McLaughlin

Secretary of Labor

James D Van Calk

UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services

Division of Apprenticeship and Training

Veriforce of Registration

Chgo. & N.E. J.L. Dist. Council of Carpenters App. & Trng. Prog.

Elk Grove Village, Illinois

For the Trade - Iron Builders (Construction)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date February 4, 2003

Registration No. 11017030001



Robert Chao

Secretary of Labor

Anthony Sweeney

Administrator, Apprenticeship, Training, Employer and Labor Services

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

REGISTERED: OCTOBER 17, 1945
REVISED: DECEMBER 29, 1988
Date

Ann McLaughlin

Secretary of Labor

Registration No. 008-0816

James D. Van Allen

Director, Bureau of Apprenticeship and Training

THE UNITED STATES DEPARTMENT OF LABOR



Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers Training & Apprenticeship Program

For the Trade of Construction Craft Laborers

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

11A17-0602

Registration No.

DOT # 869-463-580

Steve M. Allen

Secretary of Labor

Anthony Sauter
Director, Bureau of Apprenticeship and Training

Not Valid until 1/1

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local # 150

Plainfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

November 5, 2002
Date

02 008780173
Registration No.



R. J. Chao
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services



Illinois Department of Transportation

Certificate of Eligibility

Benchmark Construction Co., Inc.
2260 Southwind Blvd. BARTLETT, IL 60103

Contractor No 0362

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	Unlimited
002	PCC PAVING	\$12,300,000
005	HMA PAVING	\$1,750,000 B
012	DRAINAGE	Unlimited
017	CONCRETE CONSTRUCTION	\$1,500,000
018	LANDSCAPING	\$2,250,000
022	FENCING	\$700,000
08A	AGGREGATE BASES & SURF. (A)	\$9,050,000
09A	HIGHWAY STRUCTURES	\$8,975,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/2/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/2/2024.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAA) or as specified by local agency


Engineer of Construction

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 III 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.

SEE ATTACHED

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Lakefront Laborers' J.A.T.C.

Canal Stream, Illinois

For the Trade - Construction Craft Laborer

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999
Date REVISED August 13, 2004

IL 017990001
Registration No.



R. J. Chao
Secretary of Labor
Anthony Suerge
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Illinois District Council #1 Bricklayers D.C.T.C.
Adrian, Illinois

*For the Trades of Bricklayers, Plasterers, Tuckpointers-Glazers-Caulkers,
Cement Masons, Marble Setters and Stonemasons.*

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

May 30, 2003

Date

1L015030003

Registration No.



Robt. Chao
Secretary of Labor

Anthony Swartz
Administrator, Apprenticeship Training, Employer and Labor Services

33

The Illinois State Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Illinois Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plantyfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

November 9, 2002

DL 008780173

Springfield, IL



Leo J. Chen

Secretary of Labor

Anthony J. ...
Illinois Apprenticeship System Employer/Local #150

JUN 27 07 07 02 02

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

DU PAGE COUNTY CEMENT MASONS' LOCAL #803 JOINT APPRENTICESHIP COMMITTEE
VILLA PARK, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

OCTOBER 12, 1955
REVISED: FEBRUARY 10, 1989

015-0492
Registration No.

Don McLaughlin

Secretary of Labor

James D Van Calk

UNITED STATES DEPARTMENT OF LABOR

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chgo. & N.E. Dist. Council of Carpenters App. & Trng. Progm.

Elk Grove Village, Illinois

For the Trade - Iron Builders (Construction)

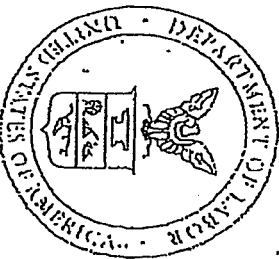
Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

Date
February 4, 2003

Registration No.
11017030001



Robert Chao

Secretary of Labor

Anthony S. ...

Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

CEMENT MASONS' AREA JOINT APPRENTICESHIP & CEMENT MASONS UNION LOC. NO. 502
BELLWOOD, ILLINOIS

FOR THE TRADE OF: CEMENT MASON

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

REGISTERED: OCTOBER 17, 1945
REVISED: DECEMBER 29, 1988
Date

On McLaughlin

Secretary of Labor

008-0816
Registration No.

James D. Van Eick
Director, Bureau of Apprenticeship and Training

THE UNITED STATES DEPARTMENT OF LABOR



Bureau of Apprenticeship and Training

Certificate of Registration

Chicago Land Laborers' Training & Apprenticeship Program

For the Trade of Construction Craft Laborers

*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

April 12, 1999

Date

11A17-0602

Registration No.

DOT # 869-463-580

Steve M. Klein

Secretary of Labor

Anthony S. ...
Director, Bureau of Apprenticeship and Training

Not Valid until 1/1/00

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local # 150
Plainfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date November 5, 2002

Registration No. 02 008780173



Rob. Chas
Secretary of Labor

Anthony S. ...
Administrator, Apprenticeship Training, Employer and Labor Services

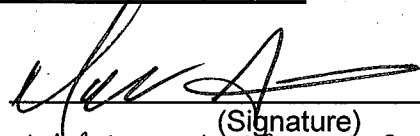
III. Except for any work identified above, any bidder that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following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

N/A

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: BENCHMARK CONSTRUCTION CO., INC.

By:



(Signature)

Address: 2260 SOUTHWIND BLVD.
BARTLETT, IL 60103

Title: MARK ATKINS, PRESIDENT

STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

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

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

DATED this 1 day of MAY, 2024.



By [Signature]
(Signature of Bidder's Executing Officer)

MARK ATKINS
(Print name of Bidder's Executing Officer)

PRESIDENT
(Title)

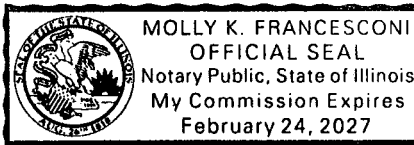
ATTEST/WITNESS:

By [Signature]
Title TIM STREPEL, CORP. SECRETARY

Subscribed and sworn to before me this
1 day of MAY, 2024

Molly K. Francesconi
Notary Public

(SEAL)



Bid Number 24-058

N/A



City of Aurora, IL - Local Vendor Preference Application

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

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

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

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

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

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

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

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

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____