

Contractor's Name: LUC Group, LLC  
Address/ City, State: 505 Shawmut Ave., LaGrange, IL 60526  
Telephone:  
Fax:

PROJECT NO. 190-19012-00

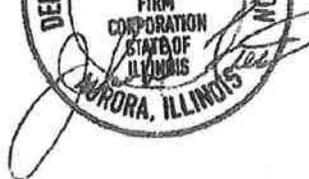
# Contract Documents

## For

### STATE STREET SANITARY SEWER REPAIRS



2020

|  |   |
|--|---|
| <br><br>DATE: 5-15-2020<br>EXP: 11-31-2021 | <br><br>DATE: 5-15-2020<br>EXP: 4-30-2021 |
| ROBERT J PETERS, P.E.<br>DEUCHLER ENGINEERING CORP.<br>PROFESSIONAL ENGINEER<br>062-071743<br><br>RESPONSIBLE FOR ALL<br>DRAWINGS AND SPECIFICATIONS   | DEUCHLER ENGINEERING CORP.<br>PROFESSIONAL DESIGN FIRM<br>CORPORATION   |

**Deuchler Engineering Corp.**  
230 Woodlawn Avenue  
Aurora, IL 60506

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**CITY OF GENEVA**  
**STATE STREET SANITARY SEWER REPAIRS**

# **BIDDING DOCUMENTS**

Walter E. Deuchler Associates, Inc.  
190-16044-00

**SECTION 00020**

**ADVERTISEMENT FOR BIDS**

**STATE STREET SANITARY SEWER REPAIRS  
CITY OF GENEVA  
2020**

Sealed **Bids** submitted in duplicate in a sealed envelope with the words "State Street Sanitary Sewer Repairs" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 A.M. Tuesday May 26, 2020** at the office of the City Administrator, 22 South First Street, Geneva, IL, 60134 and will be publicly opened and read aloud at that time. The proposed project consists of 300 feet of 8" sanitary sewer replacement along State Street (Route 38) between 1<sup>st</sup> Street and River Ln, all appurtenant construction in accordance with the Plans and Specifications for said work, and traffic control.

The Contractor and sub-Contractors shall pay not less than the current prevailing wages at the time of the signing of the contract as found by the Department of Labor or as determined by the Court of Appeal, to all his/her employees performing work under the Contract. A signed certification stating the above as well as the fact that the bidder is not barred from bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (as amended) must be submitted by the successful bidder as part of this contract.

A digital copy of Instructions for Bidders, Bid Form, Plans, and Specifications is available of the City of Geneva website: <https://www.geneva.il.us/>

All **Bids** shall be submitted in accordance with the Instructions for Bidders and shall be accompanied by a **10% Bid** guarantee consisting of a bid bond, as provided for under terms of said Instructions for Bidders and Specifications. Complete instructions for filing Bids are included in the Instructions for Bidders.

The City reserves the right to reject any or all **Bids** and waive technicalities.

**City of Geneva, Illinois**  
**Stephanie Dawkins**  
**City Administrator**

Dated this 15<sup>th</sup> day of May, 2020

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## SECTION 00100

### INSTRUCTIONS FOR BIDDERS

#### STATE STREET SANITARY SEWER REPAIRS CITY OF GENEVA 2020

Certain additional terms used in these Instructions for Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

**Bidder** - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

**Issuing Office** - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**Successful Bidder** - the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

#### Article 1. Qualifications of Bidders

- 1.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening, upon Owner's request, detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be called for. **Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.**

The investigation of a Bidder will seek to determine whether the organization is adequate in size, has had previous experience and whether available equipment and financial resources are adequate to assure Owner that the Work will be completed in accordance with the terms of the Agreement. The amount of other work to which the Bidder is committed may also be considered.

- 1.2 In evaluating Bids, Owner will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements.
- 1.3 Owner reserves the right to reject any Bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the Work contemplated therein.
- 1.4 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or

equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as described herein.

**Article 2. Copies of Contract Documents**

- 2.1 Complete sets of Contract Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 2.2 The Owner and Engineer, in making copies of Contact Documents available, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

**Article 3. Examination of Contract Documents and Site**

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, including Addenda, thoroughly, (b) visit the project sites to become familiar with local conditions that may in any manner affect cost, progress or performance of the work, (c) become familiar with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, (d) study and carefully correlate Bidder's observations with the requirements of the Contract Documents, and (e) satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule.
- 3.2 Before submitting a Bid, Bidders may, at their own expense, make such investigations and tests as they may deem necessary to determine their Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 3.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for the submission of a Bid.
- 3.4 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the work are identified in the Specifications, Special Provisions or on the Drawings.
- 3.5 The submission of a Bid will constitute an incontrovertible representation that the Bidder has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**Article 4. Interpretations**

- 4.1 All questions about the meaning or intent of the Contract Documents shall be received in writing by Deuchler Engineering Corporation, 230 Woodlawn Avenue, Aurora, Illinois, 60506 (Fax: 630/897-5696), at least five (5) days before the date set herein for the opening of bids. Questions received by the Engineer less than five (5) business days prior to the date for opening of Bids will not be answered.

- 4.2 Written clarifications or interpretations will be issued by Addenda not later than two days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be sent by delivery service with return receipt requested or by FAX, to all parties recorded as having received the Contract Documents.
- 4.3 Bidders are responsible for determining that they have received all Addenda issued.

**Article 5. Bid Security**

- 5.1 Each Bidder shall deposit with his Bid a Bid guarantee consisting of a **bid bond** executed by the Bidder in an amount not less than **10%** of the total amount of the Bid submitted. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located. The bid security shall act as a guarantee that in case the Bidder's proposal is accepted, the Bidder shall within ten (10) days after the date of such acceptance and notification thereof, deliver to the Owner a contract signed and executed by the Contractor and a responsible bonding company acceptable to and written upon forms prepared or approved by the Owner.

**Article 6. Bid Form**

- 6.1 Each Bid shall be submitted on the Bid Form on the pages included in the Contract Documents. The Bid Form must be submitted on the color paper provided in the Contract Documents: blue paper for Section 00300, pink paper for the bid security. The remainder of Items 3-4 listed in the Bidder's Checklist on page 9 of Section 00100 may be submitted on white paper. The Bid Form shall be removed and submitted separately. All blank spaces for Bid prices must be filled in with the unit price of the item or the lump sum for which the Bid is made.
- 6.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in figures.
- 6.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 6.4 Bids by partnership shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- 6.5 All names shall be typed or printed below the signature.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

- 6.7 The address to which communications regarding the Bid are to be directed shall be shown.
- 6.8 A Bid which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.
- 6.9 A conditional or qualified Bid will not be accepted.

**Article 7. Receipt of Bids**

- 7.1 Sealed Bids will be received by the City of Geneva, Illinois, on the 26<sup>th</sup> day of May 2020, up to the hour of 10:00 o'clock A.M., Prevailing Time, and then at said office PUBLICLY OPENED AND READ ALOUD.
- 7.2 Each Bid must be submitted in a sealed envelope addressed to Ms. Stephanie Dawkins, City Administrator, City of Geneva. Each sealed envelope containing a Bid must be plainly marked on the outside as “**State Street Sanitary Sewer Repairs**”, and the envelope should bear on the outside the name of the Bidder and their address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope, addressed to the City Administrator at 22 South First Street, Geneva, Illinois 60134.
- 7.3 Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.
- 7.4 Bidders are cautioned that it is the responsibility of each individual bidder to assure that their bid is in the possession of the responsible official, or the designated alternate, prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.

**Article 8. Modification and Withdrawal of Bids**

- 8.1 Bids may be modified only by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 8.2 Bids may be withdrawn prior to the scheduled time (or authorized postponement thereof) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified shall not be considered. No Bid may be withdrawn for a period of 90 days after the actual date of the opening of the Bids. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.
- 8.4 If the Bidder modifies, limits, restricts or subjects his Bid to conditions that would change the requirements of the Plans and Specifications, this would be considered a conditional or qualified bid and the Bid will not be accepted.

**Article 9. Performance, Payment and Other Bonds**

- 9.1 A Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner will be required for the faithful performance of the contract.
- 9.2 All Bonds required as Contract Security shall be furnished with the executed Agreement.
- 9.3 Attorneys-in-fact who sign Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

**Article 10. Award of Contract**

- 10.1 The Contract will be awarded to the lowest responsive, responsible and eligible Bidder (Successful Bidder) for the project determined by the Owner to be in the Owner's best interest.

Responsive Bidders will provide bids for the unit or lump sum price for each item set forth on the Bid Form, and for each alternate project feature addition. Responsive Bidders may also provide bids for each alternate equipment manufacturer listed as described in the Bid Form and selected by the Bidder.

The term "lowest responsive, responsible and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to the faithful performance of the Work, and submits a Bid meeting all requirements.

- 10.2 The Contract will be awarded on the basis of material and equipment described in the Contract Documents without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Contract Documents that a substitute or "or equal" item of material or equipment may be furnished or used by the Bidder, if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the "effective date of the Agreement."
- 10.3 Owner reserves the right to reject any and all Bids, to waive any and all informalities if it is in Owner's best interest to do so, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 10.4 Owner also reserves the right to reject the Bid of any Bidder that Owner considers to be unqualified relative to Article 1 above.
- 10.5 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 5 days, after the actual date of the opening of the Bids.
- 10.6 The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and required insurance within ten (10) calendar days from the date of when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms.

**Article 11. Execution of Agreement**

- 11.1 When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned copies of the Agreement and all other applicable Contract Documents. Within 5 days, excluding Saturdays, Sundays and legal holidays, after the date of receipt of such notification Contractor shall execute and return all copies of the Agreement and all other applicable Contract Documents to Owner.
- 11.2 The Owner within ten (10) days after receipt of acceptable Performance Bond, Payment Bond, required insurance, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may send Written Notice to withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
- 11.3 The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
- 11.4 In case of failure of the Bidder to execute and provide all agreements, bonds and insurance as required by the Contract Documents, the Owner may at their option consider the Bidder in default, and the amount of the security submitted with the Bid shall be forfeited as liquidated damages. However, nothing shall be construed herein to prevent the Owner from electing to claim and prove damages in excess of the bid security.
- 11.5 Because time is of the essence regarding the work under this contract, the Contractor shall initiate work within 10 days of the receipt of the Notice to Proceed by the Contractor.

**Article 12. Safety and Health Regulations**

- 12.1 This project is subject to the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974 and CFR 29, Part 1910, General Industry Safety and Health Regulations Identified as Applicable to Construction.
- 12.2 The Successful Bidder shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).
- 12.3 The Successful Bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act on the Site to inspect the work and to supervise the conformance of the Work with the regulations of the Act.

**Article 13. Prevailing Wages for Kane County**

13.1 The prevailing wage rates from Kane County, Illinois shall apply.

**Article 14. Nondiscrimination in Employment**

14.1 Contracts for work under this Project will obligate the Contractor and Subcontractors not to discriminate in employment practices.

14.2 The Contractor assures the Owner that they are an "Equal Opportunity Employer" as defined by Federal and State laws and regulations and agrees to comply with the Illinois Employment Practice Commission Equal Opportunity Clause as required by Article II of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement.

14.3 The Contractor certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the IL. Human Rights Act 775 ILCA 5/1-105 et.seq.

**Article 15. State Sales Tax**

15.1 Sales tax will not have to be paid on equipment and material purchased for this project.

**Article 16. Liquidated Damages**

16.1 Provisions for Liquidated Damages are set forth in the Agreement

**Article 17. General**

17.1 The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, employee of the Owner, or any other person shall not affect the risks or obligations assumed by the Contractor, or relieve them from fulfilling any of the conditions of the Contract.

17.2 The low Bidder shall submit the names of the major subcontractors (contracts in excess of \$5,000). Failure to comply with this requirement may make the Bidder non-responsive as determined by the Owner. The Owner shall receive the list of the subcontractors by 2:00 P.M., prevailing time, on the day after Bids are received by the Owner, at the offices of the Engineer, Deuchler Engineering Corporation, 230 Woodlawn Avenue, Aurora, IL 60506; FAX (630) 897-5696.

17.3 Certification that Contractor is not barred from public contracting due to bid-rigging or bid rotation convictions must accompany the Bid.

17.4 The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are

identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

**17.5 Attached is a checklist of items that must be submitted with the Bid.**

STATE STREET SANITARY  
SEWER REPAIRS CITY OF  
GENEVA  
2020

**Bidder's Checklist of Items to Assist with Bid Submittal**

1. **Bid Security:** 10% of the Bid, attach to last page of Bid Form Section 00300
2. **Completed Bid Form**
  1. All names filled in appropriate blanks.
  2. Acknowledge receipt of Addenda.
  3. Price Schedule filled out.
  4. Bid Signed by Officers.
3. **Completed Sections 00310, 00315, 00320**
  - a. Drug Free Workplace Certification – Section 00310
  - b. Certification of Compliance with Safety Regulations – Section 00310
  - c. Certification of No Tax Delinquency and No Tax Default – Section 00310
  - d. Certification of Compliance with Sexual Harassment Policies – Section 00310
  - e. Certification of Non-Segregated Facilities – Section 00310
  - f. Anti-Bid Rigging Certification – Section 00315
  - g. Certification of Debarment, Suspension and Other Responsibility Matters – Section 00320
4. **Completed Affidavit of Experience Section 00330**
5. **List of Subcontractors by 2:00 p.m. the day after receipt of bids, Section 00300 - Page 6**
6. **Completed Affidavit of Litigation History Section 00335**

**END OF SECTION**

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SECTION 00300

BID FORM

STATE STREET SANITARY SEWER REPAIRS  
CITY OF GENEVA  
2020

Proposal of LUC Group, LLC  
(hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois, doing business as A Corporation (insert "A Corporation," "A Partnership," or "An Individual," as applicable) to the City of Geneva (hereinafter called "Owner").

- I. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the Owner in the form in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- II. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of Owner.
- III. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| Addendum No. | Addendum Date |
|--------------|---------------|
| <u>Ø</u>     | _____         |
| _____        | _____         |
| _____        | _____         |
| _____        | _____         |

- B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site. BIDDER acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information or data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site.
  - E. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents.
  - F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - G. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to BIDDER.
  - H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- IV. By submission of the bid, each BIDDER further certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or competitor; and
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- V. Each person signing the Bid certifies that:
- A. They are the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (4) above; or

B. They are not the person in the BIDDER's organization responsible within that organization for the decision as to the prices being bid, but that they have been authorized to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (4) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (4) above.

VI. BIDDER will complete the Work in accordance with the Bidding Documents for the following price(s):

| ITEM NO.            | DESCRIPTION   | QUANTITY | UNITS | UNIT PRICE | AMOUNT                |
|---------------------|---|----------|-------|------------|-----------------------|
| 1                   | Sanitary Sewer, 8" PVC ASTM D3034, SDR 26                     | 302      | LF    | 142        | 42,884 <sup>BD</sup>  |
| 2                   | 8"x6" Service Tee and Connection, PVC ASTM D3034, SDR 26      | 8        | EA    | 750        | 6,000 <sup>BD</sup>   |
| 3                   | Sewer Main Connection to Existing Manhole                     | 2        | EA    | 2,870      | 5,740 <sup>BD</sup>   |
| 4                   | CLSM Trench Backfill  | 1,000    | CY    | 100        | 100,000 <sup>BD</sup> |
| 5                   | Landscape Restoration   | 1        | LS    | 1,000      | 1,000 <sup>BD</sup>   |
| 6                   | Combination Concrete Curb and Gutter Removal and Replacement* | 50       | LF    | 12         | 600 <sup>BD</sup>     |
| 7                   | Sidewalk (Brick Paver or PCC) Removal and Replacement*        | 200      | SF    | 12         | 2,400 <sup>BD</sup>   |
| 8                   | Epoxy Pavement Markings                                       | 1        | LS    | 2,000      | 2,000 <sup>BD</sup>   |
| 9                   | PCC Pavement Removal and Replacement                          | 400      | SY    | 80         | 32,000 <sup>BD</sup>  |
| 10                  | Detector Loop Repair  | 1        | LS    | 1,000      | 1,000 <sup>BD</sup>   |
| 11                  | Closed Circuit Televising                                     | 302      | LF    | 4          | 1,208 <sup>BD</sup>   |
| 12                  | Unstable Soil Removal and Replacement (12" thick)*            | 25       | LF    | 50         | 1,250 <sup>BD</sup>   |
| 13                  | Stormwater Pollution Prevention                               | 1        | LS    | 500        | 500 <sup>BD</sup>     |
| 14                  | Traffic Control and Worksite Protection                       | 1        | LS    | 5,000      | 5,000 <sup>BD</sup>   |
| 15                  | Night Work Contingency  | 1        | LS    | 6,330      | 6,330 <sup>BD</sup>   |
| Total Amount of Bid |   |          |       |            | 207,912 <sup>BD</sup> |

\*Quantities are estimated and may be reduced to zero if not needed.

**NOTES:**

1. OWNER RESERVES THE RIGHT TO DELETE ANY BID ITEMS WHICH ARE NOT IN THE BEST INTEREST OF THE OWNER. THE OWNER ALSO HAS THE RIGHT TO REDUCE ANY QUANTITIES IN ORDER TO KEEP THE PROJECT UNDER THE BUDGETED VALUE FOR THE FISCAL YEAR.
2. BIDDER agrees that the Work will be Substantially Complete 60 Days after the Notice to Proceed and will meet Final Completion 90 Days after the Notice to Proceed.

3. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
4. The Owner reserves the right to reject all Bids.
5. Accompanying this Bid is a Bid Security in the amount of \$ 32,400<sup>00</sup>, which is hereby tendered in accordance with the requirements of the Instructions to Bidders and the Specifications.
6. In the event that this Bid is accepted and an award of contract is made to the undersigned BIDDER, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract and Bonds as specified in the Instructions for Bidders and the Specifications.
7. The undersigned further agrees to begin work within ten (10) days after the execution and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work or equipment under contract in accordance with the provisions of the Contract.

Witness \_\_\_\_\_ Hand(s) and Seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

If an individual, sign  
and give address

\_\_\_\_\_  
Address \_\_\_\_\_

If a partnership, sign all  
individual names and give  
address of each partners

\_\_\_\_\_  
\_\_\_\_\_  
Partnership Name

Address \_\_\_\_\_

Name and Addresses  
of Individual Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

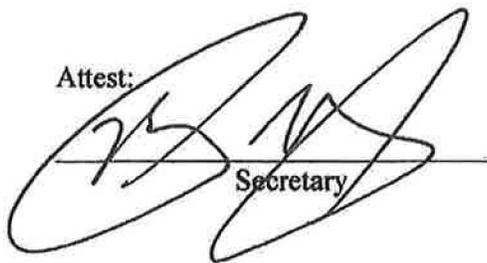
If a corporation, officers  
duly authorized should sign,  
attach corporate seal

Corporate Name  
LVC Group, LLC

Address  
505 Shawmut Ave  
Lubrongg, IL 60526

By Thomas Huntford

Attest:

  
Secretary

Corporate Seal

## Subcontracted Work

**To be submitted the day after Bids are received by 2:00 p.m.,  
prevailing time, to the Engineer, Deuchler Engineering Corp., 230 S.  
Woodlawn Avenue, Aurora, IL.**

The following subcontractors will be utilized for portions of the project work. Changes shall not be made subsequent to the Bid unless change(s) is approved by the Owner.

**Subcontractor**                      **Work to be Performed**                      **Estimated Dollar Amount**

| Subcontractor          | Work to be Performed | Estimated Dollar Amount |
|------------------------|----------------------|-------------------------|
| Geneva Construction Co | Restoration          | 50,000 <sup>00</sup>    |
| Walls Trucking         | Trucking             | 10,000 <sup>00</sup>    |
| Quality Sums + Seal    | Sanicutting          | 3,000 <sup>00</sup>     |
|                        |                      |                         |
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|                        |                      |                         |

 **AIA** Document A310™ - 2010

**Bid Bond**

Bond No: 1001133281-9

**CONTRACTOR:**

*(Name, legal status and address)*

LUC Group, LLC dba Legacy Underground Contractors  
505 Shawmut Ave.  
La Grange Park, IL 60526

**SURETY:**

*(Name, legal status and principal place of business)*

American Contractors Indemnity Company  
801 S. Figueroa St., Suite 700  
Los Angeles, CA 90017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Geneva  
22 South First Street  
Geneva, IL 60134

**BOND AMOUNT:**

10% of total amount of bid not to exceed: Thirty Two Thousand Four Hundred and 00/100 Dollars (\$32,400.00)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Project No. 190-19012-00, State Street Sanitary Sewer Repairs, 300FT of 8" Sanitary Sewer Replacement Along State Street - State Street, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of May, 2020

  
(Witness)

LUC Group, LLC dba Legacy Underground Contractors  
(Principal) (Seal)

(Title) Thomas Hartford, Managing Member

American Contractors Indemnity Company  
(Surety) (Seal)

(Title) Jeremy Crawford, Attorney-In-Fact



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeremy Crawford, Michael D. Williams, William J. Nomsa, Tanya Fukushima, William Gerber**  
**or Michael E. Konzen of Golden Valley, Minnesota**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Five Million\*\*\*\*\* Dollars (\$ \*\*5,000,000.00\*\*). This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be It Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be It Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

  
**Daniel P. Aguilar, Vice President**

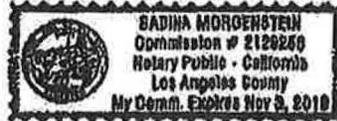
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles SS:

On this 1st day of November, 2016, before me, Gabina Morgerasteh, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature  (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of May, 2020.

Corporate Seals

Bond No. 1001133281-9  
 Agency No. 8219



  
**Kio Lo, Assistant Secretary**

**ATTACH BID SECURITY TO THIS PAGE  
USING A PAPER CLIP.**

## SECTION 00310

### GENERAL CERTIFICATIONS

The undersigned, as duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, that regarding this project known as **STATE STREET SANITARY SEWER REPAIRS**.

The Following General Certifications are required:

- **Drug Free Workplace Certification**
  - **Certification of Compliance with Safety Regulations**
  - **Certification of No Tax Delinquency and No Tax Default**
  - **Certification of Compliance with Sexual Harassment Policies**
  - **Certification of Non-Segregated Facilities**
- 

#### 1. **DRUG FREE WORKPLACE CERTIFICATION**

The Contractor ensures that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as City of Geneva project locations in accordance with the Drug Free Workplace Act of January, 1992.

#### 2. **CERTIFICATION OF COMPLIANCE WITH SAFETY REGULATIONS**

The Contractor is fully aware of and able to comply with all Local, State, and Federal Safety and other Laws, Codes, and Regulations applicable for the construction of the Project.

#### 3. **CERTIFICATION OF NO TAX DELIQUENCY AND NO TAX DEFAULT**

The Contractor is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under 65 ILCS 5/11-42.1-1, or if it is:

- a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

#### 4. **CERTIFICATION OF COMPLIANCE WITH SEXUAL HARASSMENT POLICIES**

The Contractor has a written sexual harassment policy in place in full compliance with all applicable state and local laws and policies.

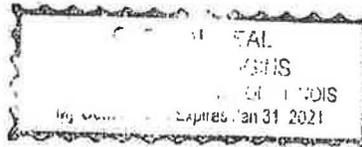
#### 5. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, restrooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Subscribed and sworn to:

M. R. Higgins  
Notary Public



before me this 26<sup>th</sup> day of May, 2020.



Thomas Huntford  
Authorized Agent of Contractor

Manager  
Title

LUL Group, LLC  
Company

5.26.20  
Date

SECTION 00315

CERTIFICATION OF COMPLIANCE WITH CRIMINAL CODE OF 1961

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33D-11), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

I, Thomas Hartford, do hereby certify that:  
Name

1. I am Manager of the LUC Group, LLC  
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 720 ILCS 5/33E-11 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the offices or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above named public body, in writing, with seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

Name of Firm LUC Group, LLC

Signature TH Thomas Hartford

Title Manager

Date 5.26.20

Corporate Seal (where appropriate)

On this 26<sup>th</sup> day of May, 2020, before me appeared  
(Name) Thomas Hartford to me personally known, who, being duly  
sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized  
by LUC Group, LLC  
(Name of Firm)

to execute the affidavit and did so as his or her free act and deed.

Notary Public M. R. [Signature]

Commission Expires

Notary Seal





**CERTIFICATION:**

**CONTRACTOR**

BY:

NAME:

*[Signature]*

*TH* ~~TH~~ Thomas Hartford

(PRINCIPAL)

TITLE:

*Manager*

ADDRESS:

*505 Shawmut Ave LaGrange, IL 60526*

**CONTRACTORS CORPORATE SEAL**

*\* Limited Liability Company*

**ATTEST**

BY:

*M. R. Higgins*

NAME:

*Monroe R Higgins*

(NOTARY PUBLIC)

ADDRESS:

*505 Shawmut Ave La Grange Park IL 60526*





**CERTIFICATION:**

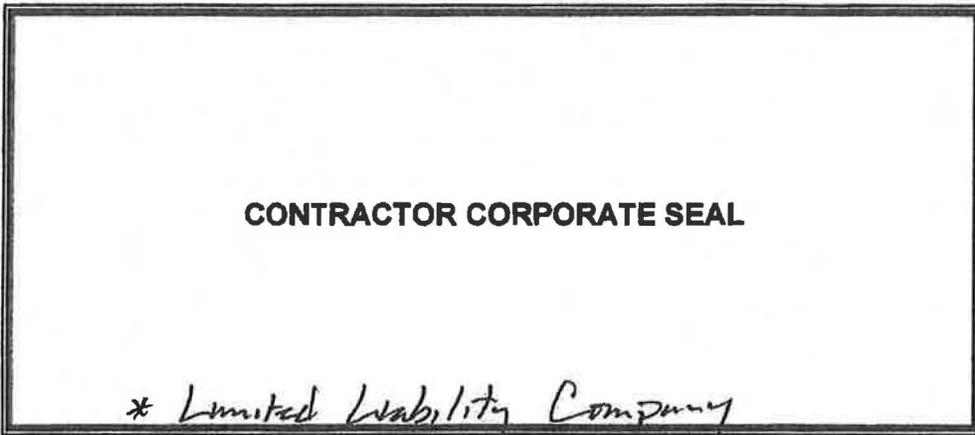
**CONTRACTOR**

BY: *TH*  
(PRINCIPAL)

NAME: Thomas Hartford

TITLE: Manager

ADDRESS 505 Shawmut Ave LaGrange, IL 60526



**ATTEST**

BY: *M R Higgins*  
(PRINCIPAL SECRETARY)

NAME: Monroe R Higgins

TITLE: Planning Project Manager

ADDRESS: 505 Shawmut Ave La Grange Park IL 60526

SUBSCRIBED AND SWORN TO  
Before me this 26<sup>th</sup> day of  
May, 2020.

*M R Higgins*  
Notary Public



**END OF SECTION**

**CITY OF GENEVA**  
**STATE STREET SANITARY SEWER REPAIRS**

# **AGREEMENT AND BONDS**

**SECTION 00400**

**AGREEMENT**

**STATE STREET SANITARY SEWER REPAIR  
CITY OF GENEVA  
2020**

This Agreement, made this 6<sup>th</sup> day of July, 2020 by and between the City of Geneva, hereinafter called "Owner", and LUC Group, LLC, doing business as a Corporation, hereinafter called "Contractor."

Witnesseth: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the **State Street Sanitary Sewer Repairs**.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.
- I. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed. The Contractor will Substantially Complete the Work **60 Days** after the Notice to Proceed and will meet Final Completion **90 Days** after the Notice to Proceed, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$207,912.00 as shown in the Bid Form - Section 00300.
5. The term "Contract Documents" means and includes the following:
  - A. Advertisement for Bids
  - B. Instructions for Bidders
  - C. Bid Form
  - D. This Agreement
  - E. Notice of Award
  - F. Notice to Proceed
  - G. Change Order Form
  - H. Performance Bond
  - I. Payment Bond
  - J. Certificates of Insurance
  - K. Certifications (various)
  - L. Specifications prepared or issued by Deuchler Engineering Corp.
  - M. Drawings prepared by Deuchler Engineering Corp.

N. Addenda:

- No. \_\_\_\_\_, dated \_\_\_\_\_, 2020

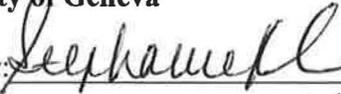
O. Any modification, including Change Orders, duly delivered after execution of Agreement.

- 6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Special Provisions, such amounts as required by the Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3 above, plus any extensions thereof allowed in accordance with the Contract Documents. The Contractor also recognizes the difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor shall pay the cost of engineering time, construction observation time, construction management time and any other costs associated with such delay for each day that expires after the time specified in paragraph 3 for Substantial Completion until the work is substantially complete. After Substantial Completion, if contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3 for completion and readiness for final payment, contractor shall pay the cost of engineering time, construction observation time, construction management time and any other costs associated with such delay for each day that expires after the time specified in paragraph 3 for completion and readiness for final payment.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in **quintuplicate** each of which shall be deemed an original on the date first above written.

**Owner:**

City of Geneva

By: 

Name: Stephanie K. Dawkins

Title: City Administrator

(Seal)

**Attest:**

Name: Chris Ranney

Title: Administrative Analyst

**Contractor:**

LUC Group, LLC

By: 

Name: Thomas Hartford

Title: Manager

(Seal)

**Attest:**

Name: 

Title: P.M.

**SECTION 00530**  
**CHANGE ORDER**

Change Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: STATE STREET SANITARY SEWER REPAIRS

OWNER: CITY OF GENEVA

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

**Justification:**

Change to the CONTRACT PRICE: \$ \_\_\_\_\_

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be

(Increased) (Decreased) By : \$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (Increased) (Decreased) by \_\_\_\_\_ Calendar Days.

The Date for Completion of all work will be \_\_\_\_\_ (Date)

Approvals Required: To be effective this Order must be approved by the Federal Agency if it changes the scope or objective of the PROJECT.

Requested by: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Ordered by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

**CITY OF GENEVA**  
STATE STREET SANITARY SEWER REPAIRS

**SECTION 00605**  
**PAYMENT BOND**

**FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.**

**KNOW ALL MEN BY THESE PRESENTS that:**

NAME OF CONTRACTOR                      LUC Group, LLC dba Legacy Underground Contractors

ADDRESS OF CONTRACTOR              505 Shawmut Ave., LaGrange, IL 60526

a Corporation, hereinafter called Principal, and

NAME OF SURETY                              American Contractors Indemnity Company

ADDRESS OF SURETY                        801 S. Figueroa St., Suite 700, Los Angeles, CA 90017

hereinafter called Surety, are held and firmly bound unto the **CITY OF GENEVA**, hereinafter called **OWNER**, in the penal sum of \$207,912.00 in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of the **STATE STREET SANITARY SEWER REPAIRS**. \*See Below

**NOW, THEREFORE**, if the Principal shall promptly make payment in all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and all insurance premiums on said **WORK**, and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

\*Project No. 190-19012-00 State Street Sanitary Sewer Repairs - Geneva, IL

**PROVIDED, FURTHER,** that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in five (5) counterparts, each of which shall be deemed an original, this the 25<sup>th</sup> day of June, 2020.

**CONTRACTOR**

LUC Group, LLC dba Legacy Underground Contractors

**BY:**



**NAME:**

Thomas Hartford

**TITLE:**

Managing Member

**ADDRESS:**

505 Shawmut Ave., La Grange Park, IL 60526

CONTRACTORS CORPORATE SEAL

ATTEST

BY:



NAME:

Ricky Higgins

TITLE:

Project Manager

ADDRESS:

505 shamrock ave Le Grange Park IL 60526

WITNESS AS TO PRINCIPAL

BY:

\_\_\_\_\_

NAME:

\_\_\_\_\_

TITLE:

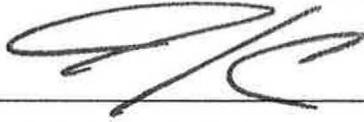
\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

**SURETY**

American Contractors Indemnity Company

BY: 

NAME:

Jeremy Crawford, Attorney-in-Fact

(ATTORNEY IN FACT)

(ATTACH VERIFICATION OF POWER OF ATTORNEY)

ADDRESS:

801 S. Figueroa St., Suite 700, Los Angeles. CA 90017

SURETY CORPORATE SEAL

**WITNESS AS TO SURETY**

BY: 

NAME:

Morganne Johnson

ADDRESS:

1710 N Douglas Dr., Suite 110, Golden Valley, MN 55422

**NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all Partners should execute BOND.**

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.**



TOKIO MARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemeč, Tanya Fukushima, William Gerber  
or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Five Million\*\*\*\*\* Dollars (\*\*\*\$5,000,000.00\*\*\*). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California  
County of Los Angeles



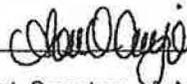
By:   
Daniel P. Aguilar, Vice President

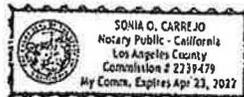
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)

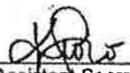


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19<sup>th</sup> day of June, 2020.

Corporate Seals  
Bond No. 1001144576  
Agency No. 8219



  
Kio Lo, Assistant Secretary

**CITY OF GENEVA**  
STATE STREET SANITARY SEWER REPAIRS

Executed in Five Original Counterparts  
Bond No. 1001144576  
**00610-1**  
PERFORMANCE BOND

**SECTION 00610**  
**PERFORMANCE BOND**

**FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL CONTRACT AMOUNT WILL BE CHARGED ADDITIONAL PREMIUM AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.**

**KNOW ALL MEN BY THESE PRESENTS that:**

NAME OF CONTRACTOR            LUC Group, LLC dba Legacy Underground Contractors

ADDRESS OF CONTRACTOR      505 Shawmut Ave., LaGrange Park, IL 60526  
\_\_\_\_\_

a Corporation, hereinafter called Principal, and

NAME OF SURETY                American Contractors Indemnity Company  
\_\_\_\_\_

ADDRESS OF SURETY            801 S. Figueroa St., Suite 700, Los Angeles, CA 90017  
\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto the **CITY OF GENEVA** hereinafter called **OWNER**, in the penal sum of \$207,912.00, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part thereof for the construction of the **STATE STREET SANITARY SEWER REPAIRS**. \*See Below

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the **OWNER**, with or without notice of the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then his obligation shall be void; otherwise to remain in full force and effect.

\*Project No. 190-19012-00 State Street Sanitary Sewer Repairs - Geneva, IL

**PROVIDED, FURTHER**, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

**PROVIDED, FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in 5 counterparts, each of which shall be deemed an original, this the 7<sup>th</sup> day of June, 2020.

**Any suit under this bond must be instituted before the expiration of the Statute of Limitations applicable to any claim against the contractor named herein.**

**CONTRACTOR**

LUC Group, LLC dba Legacy Underground Contractors

**BY:**



**NAME:**

Thomas Hartford

**TITLE:**

Managing Member

**ADDRESS:**

505 Shawmut Ave., La Grange Park, IL 60526

CONTRACTORS CORPORATE SEAL

ATTEST

BY:



NAME:

Ricky Higgins

(Principal Secretary)

TITLE:

Project Manager

ADDRESS:

505 Shawmut Ave La Grange Park IL 60526

WITNESS AS TO PRINCIPAL

BY:

\_\_\_\_\_

NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

**SURETY**

American Contractors Indemnity Company

BY: \_\_\_\_\_



NAME: \_\_\_\_\_

Jeremy Crawford, Attorney-in-Fact

(ATTORNEY IN FACT)

(ATTACH VERIFICATION OF POWER OF ATTORNEY)

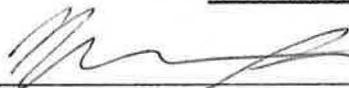
ADDRESS: \_\_\_\_\_

801 S. Figueroa St., Suite 700, Los Angeles, CA 90017

SURETY CORPORATE SEAL

**WITNESS AS TO SURETY**

BY: \_\_\_\_\_



NAME: \_\_\_\_\_

Morganne Johnson

ADDRESS: \_\_\_\_\_

1710 N. Douglas Dr. Suite 110, Golden Valley, MN 55422

**NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all Partners should execute BOND.**

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.**

**CITY OF GENEVA**  
**STATE STREET SANITARY SEWER REPAIRS**

# **SPECIAL PROVISIONS**

**State Street Sanitary Sewer Repairs  
City of Geneva**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the General Conditions, Supplementary Conditions, "Standard Specifications for Water and Sewer Construction in Illinois, 7<sup>th</sup> Edition" (hereinafter referred to as the "Standard Specifications"), the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, and "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2015 by the Illinois Department of Transportation (hereinafter referred to as the "I.D.O.T. Specifications"), the "Manual on Uniform Traffic Control Devices", and the "Illinois Urban Manual", included herein by reference which apply to and govern the proposed improvement.

In case of conflict with any part or parts of said General Conditions, Supplementary Conditions, Standard Specifications and I.D.O.T. Specifications, these Special Provisions shall take precedence and shall govern. In case of conflict between the Standard Specifications and the I.D.O.T. Specifications, the Standard Specifications shall take precedence and shall govern.

**SP-1 EXECUTION OF CONTRACT**

1. Contractor warrants that it has reviewed the Contract Documents, including any plans, specifications and reports, has inspected the project site, and has satisfied itself as to the conditions under which the Work is to be performed, including any subsurface or otherwise latent conditions. Contractor understands that the conditions it encounters may differ from those anticipated and agrees to bear the risk of such difference in conditions. Neither the time in which the Work is to be performed, nor the cost of performing such Work, shall be increased because of unforeseen or unanticipated site or project conditions.
2. The procedures, methods, and materials agreed to in the Contract Documents shall not be deviated from without the written consent of the Owner.
3. The Owner reserves the right of approval over all procedures, methods, and materials to be employed by the Contractor or its subcontractors for this Work.
4. In performing the Work hereunder, it is understood that the Contractor is acting as an independent Contractor and that its employees, agents, and representatives and those of any and all subcontractors which it retains in the Work hereunder shall not be deemed, for any purpose, to be agents, servants, and/or employees of the Engineer or Owner.

Contractor shall perform the Work as an independent Contractor and all of its employees engaged in the performance of the Work shall be supervised and controlled exclusively by the Contractor.

Contractor shall not delegate or assign the obligation of this Contract without prior written approval of the Owner.

5. Contractor warrants that its Work shall be free from defects and shall be suitable for the use intended. In the event that any deficiencies in the Contractor's Work are discovered within one year after completion of the project, Contractor shall, at its sole cost, repair or replace any defective work, including repair of any portion of the project or property damaged by repair, replacement or repetition of defective work. This warranty is in addition to any other remedy which Engineer may have for any defective work of Contractor.
6. The individual or individuals signing this Contract on behalf of the Contractor warrants that they are authorized to bind Contractor to this Contract and guarantee Contractor's performance of the Work set forth under this Contract.
7. The Owner, without prejudice to any other remedy, may correct any defects or deficiencies in the Work of Contractor at the expense of Contractor. Should any tests not otherwise required by this Contract be necessary to inspect or test the Work of Contractor, Contractor shall pay for the cost of the tests if the Work is found not to be in accordance with the requirements of this Contractor, or is otherwise defective.
8. Time is of the essence. Contractor shall schedule its work and that of its Subcontractors to meet requirements of Owner.
9. Contractor shall not divulge information concerning any portion of the Work or the results of any tests, nor shall it provide copies of any reports made pursuant to this Contract, without prior written approval of the Owner, or as required by law.
10. This Contract may be terminated by Owner on fourteen days written notice to Contractor. Contractor shall be paid for all Work performed prior to termination, less the cost of remedying any defective work performed by Contractor. The indemnification, insurance liens, and job site safety obligations survive termination of this Contract.
11. Contractor agrees to defend, indemnify and hold harmless Owner, its officials, trustees, employees, Engineer, and agents from and against any and all claims, damages, liability, suits, actions and expenses, including reasonable attorney's fees, relating to any and all losses or damages sustained by or alleged to have been sustained by any person, including employees of parties hereto, and arising or allegedly arising from Contractor's performance or failure to perform the services set forth in this Agreement and/or the Work regardless of whether or not concurrently caused by the negligence of Owner, except that Contractor shall not be required to defend, indemnify and hold harmless and indemnified Party from claims, damages or liability caused by the sole negligence or willful misconduct of the indemnified Party. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the indemnified Party and its officials, trustees, employees, Engineer and agents sued thereunder, shall have the right to determine the attorney of its, his, hers or their choice to present and defend their interests in any legal or administrative action, all at the Contractor's expense pursuant to this Contract. The duration of the

indemnification hereunder shall be indefinite.

12. Contractor shall be solely responsible for the safety of persons or property on, or adjacent to, the job site. Contractor shall be responsible for his/her activity and that of any of its Subcontractors, employees or agents on the job site with respect to job site safety. Neither the professional activities nor the presence of Engineer or its employees and Subcontractors shall be understood to control the operations of others.

The Contractor shall arrange for all of its employees who will be working on the site to take any appropriate safety and health training courses applicable for the site conditions. The costs and expenses of the employees taking such course shall be paid by Contractor.

Contractor is responsible for providing, at its own expense, all personal protective clothing and equipment required for its employees to perform their Work in a safe manner and in compliance with all applicable local, state, and federal laws and regulations including, but not limited to Occupational Safety and Health Administration (OSHA) standards. Contractor is responsible for ensuring that such equipment is in good condition and is properly inspected and maintained. In cases where a Job Safety Plan or equivalent document (e.g., Health and Safety Plan) has been prepared and adopted by the Owner, Contractor must, at a minimum, use the equipment and follow the procedures described in that plan. This does not relieve the Contractor of the responsibility to provide equipment and institute procedures affording a greater degree of protection than those specified in the Job Safety Plan, if such equipment and procedures are necessary for the Contractor to perform its tasks in a safe manner and in compliance with applicable local, state, and federal regulations.

13. Contractor shall discharge at once or bond otherwise secure against all liens and attachments which are filed in connection with the services, and Contractor shall indemnify and save Engineer, and the Owner of the premises on which the services are performed, or to which the services relate, harmless from and against any and all loss, damage, liability and claims thereof resulting from such liens and attachments.
14. This is the final and complete Contract Documents between Contractor and Owner and supersedes any prior Contract Documents, whether written or oral. Should any portion of these Contract Documents be held invalid, the remaining portions shall continue as if the invalid portions had not been part of these Contract Documents.
15. The Instructions to Bidders, the Specifications and amendments thereto, the Addenda, the Proposal as accepted by the Owner, the Special Provisions, the Project Plans or Drawings, Contract, Contractor's Bonds, Notice to Proceed, Notice of Award, Advertisement for Bids, Certificates of Insurance and all certifications of Contractor regarding eligibility to enter into public contracts, certifications regarding maintenance of sexual harassment policy and certifications regarding absences of tax delinquencies shall form part of this Contract and the provision thereof shall be as binding upon the parties as if they were fully set forth herein. The Index, titles, headings, running headlines and marginal notes contained herein and in said Contract Documents are solely to facilitate various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretations

of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Instructions to Bidders, the enumerated plans, specifications and amendments thereto, the Addenda, the Proposal, the Special Provisions, Insurance certificates, written Change Orders, and the Contractor's proposal incorporating all post-bid discussions and all other documents set forth herein and in the Specifications.

16. The Contract Documents are complementary, and any Work called for by any part thereof shall be executed as part of the Contract in the same manner as if called for in all parts. Therefore, all Work that may be called for in the Specifications and not shown on the Plans, shall be executed and furnished by the Contractor as if described in both of these documents. Should any work or material be required which are not denoted in the Plans, Specifications, or other Contract Documents either directly or indirectly, but which are necessary for the proper carrying out of the intent thereof, the Contractor shall perform all Work and furnish all materials as fully as if they were particularly described. Likewise, any contradictory clauses between any of the Contract Documents shall be resolved by the Engineer or Owner. The Engineer or Owner's interpretation of these contradictory clauses shall be final.
17. All work covered by the Contract is to be performed under the general direction, supervision, and responsibility of the Contractor but shall be subject to inspection and final acceptance by the Owner.

The Contractor agrees that it shall carry on said Work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction, or injury to the Work and/or materials before its final completion and acceptance, repair, or replace forthwith the Work and/or materials so injured, damaged, or destroyed, at its own expense and to the satisfaction of the Owner.

18. Contractor shall not subcontract the whole or any part of said Work without the written consent of the Owner having been first obtained, which consent shall not be unreasonably withheld by the Owner.
19. Contractor shall cooperate with others performing services for the Owner in connection with any Work in the same location.
20. The Contractor shall be responsible for obtaining all permits necessary for moving equipment over the city or county streets and state highways. The Contractor shall pay all charges and fees, the cost of which will be included in the Contract price for the Work.
21. The Contractor shall comply with all laws, ordinances, rules, and regulations of governmental authorities affecting the conduct of the proposed Work. Before the completion of the Contract, the Contractor shall furnish to the Owner any and all certificates of approval resulting from required inspections.
22. Contractor shall warrant that all services under this Contract will be performed in accordance with the Contract Documents and in a professional manner with the skill and care which would be exercised by qualified contractors. Contractor will perform again, at

- its own cost and expense, any portion of the services provided herein that do not meet the standards set forth in this paragraph. Contractor warrants that all equipment it provides will be in good condition when consigned to the job and that its personnel will be capable of performing the tasks to which they are assigned. Contractor further warrants that it understands the risks of exposure to waste, which are presented to persons, property, and the environment by the tasks encompassed by the Contract and that it will fully comply with all applicable federal, state, and local laws.
23. The adequacy of all safeguards is the responsibility of the Contractor. All material and services furnished by the Contractor shall be in compliance with the provisions of the Federal Occupational Safety and Health Act (OSHA) and the regulations and standards promulgated by the Secretary of Labor thereunder.
  24. The Contractor agrees that due care shall be used throughout the Work; and that whenever plans, drawings, or specifications, or any of them for any part of the Work, are in its opinion faulty or at variance with each other or with any applicable rules, regulations, or ordinances, or are such as will, if followed, result in construction which is or will be unsafe, imperfect, insecure, or violative of any applicable rules, regulations, or ordinances, the Contractor shall promptly stop Work on the part of the Work affected thereby and notify the Engineer in writing of such opinion and in what respect said plans, drawings, or specifications are insufficient or improper, and shall not proceed with the part of the Work so criticized until a written order has been received from the Engineer directing what is to be done and when to proceed. Additionally, the Contractor shall:
    - A. Be responsible for repairing any damage to any man-made structure, walkway, etc. arising in connection with the Work performed.
    - B. Bear the responsibility for repairing and/or replacing any equipment or materials damaged by the Contractor or any of its Subcontractors.
    - C. Post warning signs adjacent to all Work areas indicating any hazards as the construction progresses.
    - D. Provide necessary temporary lighting, wiring, globes, guard lights, barricades, or any other items required by regulations, standards, or laws established for public protection and safety or to facilitate the Work.
  25. The Contractor shall be responsible for providing a level of security that will ensure control, accountability, and protection to the Work area, tools, materials, and equipment involved in the execution of this Contract.
  26. The Contractor, its employees, agents, representatives, and Subcontractors shall not discuss, offer comment, or opinions concerning the Work, or disclose results without the consent of the Owner. This requirement shall apply to the Contractor with regard to disclosures to members of the general public and public and private media.
  27. The Contractor shall not display any signs, posters, or other advertising matter in or on the

- Work or on or around the Site thereof without the specified approval in writing by the Owner.
28. In addition, no advertising copy mentioning the Owner or Engineer or quoting the opinions of any of its employees may be released unless such copy is approved by the Owner or Engineer before release.
  29. Contractor in performing Work shall comply and shall require compliance by its Subcontractors with all applicable laws and regulations. Contractor shall not take and is not authorized to take any action in the name of or otherwise on behalf of the Owner which would violate applicable laws or regulations. If Contractor or its Subcontractors perform any part of the Work contrary to applicable laws or regulations, any additional costs resulting therefrom shall be for Contractor's account.
  30. Contractor shall make reasonable efforts to discover any conflicts between applicable laws or regulations and job specification and shall promptly notify the Engineer of any conflicts it discovers. Contractor shall not proceed with the part of the Work in conflict without prior written notice from the Engineer that (1) the job specification has been revised to comply with the applicable laws and regulations, or (2) the Contractor has negotiated an approval or variance in the law or regulation with the appropriate governmental authority or agency. Additional costs resulting from Contractor's proceedings without such notice shall be for the Contractor's account.
  31. Contractor shall not enter into negotiations with any governmental authority or agency to develop variances or revisions to laws or regulations without the Owner's prior written approval.
  32. Contractor shall defend the Engineer and Owner from all claims, suits, or proceedings brought against the Engineer or Owner and which arise or occur by reason of any alleged violation or violations of applicable law or regulation by Contractor or its Subcontractors in the performance of Work. Contractor shall indemnify and hold the Engineer and Owner harmless from liability or penalty imposed by reason of such alleged violation or violations of applicable law or regulation.
  33. If there is a conflict between any provision of the Contract and applicable law, the latter shall prevail; but, in such event, the provisions of the Contract affected shall be curtailed and limited only to the extent necessary to conform with applicable law.

#### **SP-2 GENERAL**

All work shall conform to the Ordinances and Regulations of the City of Geneva, the Illinois Environmental Protection Agency, and other regulatory agencies having jurisdiction over this project, the Standard Specifications, and these Special Provisions. Copies of the plans and specifications must be kept on the job site. Failure to comply with this provision shall be considered cause to stop the job.

All materials used in construction shall be certified as to type and quantity by ticket, invoice, or other written means from the source of supply, except as otherwise provided for by these Special Provisions.

All work shall be constructed in accordance with the limits as shown on the drawings or as given by the Engineer. Responsibility for keeping alignment shall belong to the Contractor. Limits shall be set by the Engineer as construction progresses. The Contractor shall use limit references, as established by the Engineer, to establish his own working or construction limits as required at his own expense and shall be solely responsible for the accuracy thereof. The Contractor's work shall be subject to check and review of the Engineer. The Contractor shall safeguard all property corners, monuments, and bench marks adjacent to but not related to the work, and if required shall bear the cost of restoring these if damaged or moved during construction.

Specified coating products shall meet the minimum volatile organic compound (VOC) content limits for Architectural Coatings as specified by the Architectural Coatings Rule found at 40 CFR Part 59 (Table 1) published September 11, 1998 by the United States Environmental Protection Agency.

### **SP-3 PRECONSTRUCTION CONFERENCE**

Following the award of the Contract, the Contractor will be required to attend a Preconstruction Conference prior to beginning work. At this time, the Contractor will be required to furnish and discuss the following:

- Written progress schedule and beginning of work
- Names of Project Manager and Field Superintendent including the name and phone number of a responsible individual who can be reached 24 hours a day
- Names of subcontractors and material suppliers
- Traffic Control
- Temporary By-Pass Pumping
- Management of groundwater
- Phasing of the Work; Access to Residents; Completion Time; Restoration
- Trench backfill material, type and source, method and compaction equipment
- Documentation of excess material disposal
- Protection of pavement and property
- Location of construction trailer and materials.

#### **SP-4 INCIDENTAL WORK**

All work 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 in the Special Provisions that additional payment will be allowed, or a unit price is provided for said work in the Bid Proposal.

#### **SP-5 SAFETY**

Add the following paragraphs to Section 7.19 of the Standard Specifications:

*“The general contractor, and all subcontractors employed on this project by the general contractor, shall at all times observe safe working conditions as outlined in the Safety and Health Regulations for Construction, Department of Labor, Bureau of Labor Standards, as published in Volume 36 Number 75 of the Federal Register dated Saturday, April 17, 1971; the Occupational Safety and Health Act of 1970 (PL 91-596) and the Rules and Regulations promulgated thereunder.”*

*“All subcontractors employed by the general contractor, shall also observe the provisions of the Illinois Occupational Safety and Health Laws.”*

*“The Contractor shall be responsible for the cost of any fines levied against the Owner or the Engineer due to the Contractor’s failure to comply with any safety regulations.”*

#### **SP-6 FINAL COMPLETION**

The completion date is specified on page 3 of the Bid Form (00300-03). The Contractor shall complete all Work on or before the stipulated completion date, otherwise the Owner may proceed to collect liquidated damages described herein, and as per Section 8.11 of the Standard Specifications.

When a delay occurs causing stoppage of the Work due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of the public enemy, governmental acts, fires, floods, epidemics, strike, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the completion date may be extended by the Owner.

An “Act of God” means an earthquake, flood, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. Storms or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the Work is being prosecuted, shall not be construed as an “Act of God” and no extension of Contract time will be granted for the delays resulting therefrom.

Rain shall be granted as a delay if more than 2.0 inches of rain per 24 hours is collected by Deuchler Engineering Corp.'s rain gage.

It shall be the responsibility of the Contractor to request in writing an extension of time for each delay event. Contractor shall make no claim against Owner, and no claim shall be allowed, for any damages which may arise out of any delay caused by Owner, its agents, employees or other contractors or Subcontractors. Contractor's sole remedy for delay from Owner shall be an extension in the Contract Time.

### **SP-7 HOURS OF WORK**

The regular 8-hour day shall be considered to begin at 7:00 A.M. and end at 3:30 P.M. with a one-half (1/2) hour lunch period, or such other 8-hour period as may be mutually agreed upon by the Owner and the Contractor. It is further agreed that the regular 8-hour day, as established, shall apply to all subcontractors employed on the project.

No work will be permitted to start prior to 7:00 A.M. or after 8:00 P.M. on any day including the start up of heavy equipment, without prior approval from the Owner. The normal working day shall be Monday through Friday. Work on Saturday will be allowed only after formal permission from the Owner is obtained.

No work will be permitted on Sundays and/or Holidays.

At the request of the owner, this work may be conducted at night. If the work takes place at night, the "NIGHT WORK CONTINGENCY" pay item shall be paid to the contractor.

### **SP-8 WORK ON PRIVATE PROPERTY**

The Contractor shall provide and hang notices on doors of all residences / businesses that will be affected by the repairs. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite foreman as the primary contact for affected residents. The Contractor shall customize the notice to include the City of Geneva logo and contact information. The City shall review and approve the notice format and text at the beginning of the project prior to distribution. All work required for notification to residents shall be incidental to the contract.

The Contractor may have to access and dig on private property to properly excavate the trench. It is unknown if easements exist to enter said private properties for the rehabilitation of the sanitary sewer. It is the responsibility of the Contractor to coordinate construction activities with the property owners.

### **SP-9 NOISE RESTRICTIONS**

All engines and engine driven equipment used for construction shall be equipped with a sound restrictor device to prevent excessive or unusual noise during normal work hours (7 a.m. to 5 p.m.). Construction operation performed between the period of 7:00 A.M. to 5:00 P.M. on weekdays and all weekends shall be limited to the maximum of 55 dBA noise levels at a distance of 23 feet from the equipment.

### **SP-10 ACCESS TO RESIDENTS AND BUSINESSES**

Contractor shall provide access to residents and businesses at all times, except in an unavoidable circumstance where Contractor may limit the length of closure to four (4) hours during normal working hours, and shall notify the residents, business owners, Owner and Engineer a minimum of 24 hours in advance.

The Contractor shall not close any street or driveway without prior notification and consent of the controlling agency and shall provide at least twenty-four (24) hours notice to the affected residents and businesses. In-the-event of an emergency, the Contractor shall provide immediate access to closed driveways or streets. All work must be coordinated with the businesses whos service connection is directly affected.

The Contractor shall provide to residents, businesses and motorists twenty-four (24) hours advance notice of parking restrictions with appropriate signs and/or barricades placed meeting the approval of the Engineer and controlling agency.

If the Contractor does not provide access to residents and businesses within 3 hours of notification by the Owner, the Owner shall make the necessary arrangements to construct an access to said residence and/or businesses. The cost of such access work will be deducted from any monies due to or to become due to the Contractor.

### **SP-11 USE OF CITY WATER**

The first sentence of Section 7.12, "Use of Fire Hydrants", of the Standard Specifications shall be deleted and revised as follows:

The City will provide all water necessary for the project at no cost to the Contractor. The City will provide one hydrant meter for this project. The Contractor shall coordinate with the City for the hydrant locations and meter setup.

The Contractor must ensure that the meter / backflow prevention device is installed between the hydrant and the jet truck supply hose. Additionally, the Contractor's vehicle must have a fixed air gap, or one fabricated, in order to pass inspection. The Contractor will be held responsible for damages done to hydrants, water mains and other water appurtenances while securing water. Weekly meter readings are required to be provided to the Engineer.

### **SP-12 LOCATING OF EXISTING UTILITIES; NOTIFICATION TO UTILITIES**

Locations of all utilities shown on the Plans are approximate and are not necessarily complete. The Contractor shall make his own investigations as to the locations of all existing underground structures, cables, and pipelines. Prior to construction, the Contractor shall contact all utility companies and arrange for location of any utilities they may have in the various areas.

The Contractor shall notify all utility companies (JULIE) including the local electrical, telephone, gas Cable T.V., City of Geneva, a minimum of 48 hours prior to beginning any construction or taking any preliminary borings. The Contractor shall then have the responsibility to determine from the public utilities the locations of underground pipes, conduits, or cables adjoining or crossing the construction area.

At the locations wherein detailed positions of these facilities become necessary to the new construction, the Contractor shall at his own expense, furnish all labor and tools either to verify and substantiate the record drawing locations or definitely establish the position of the facilities.

### **SP-13 TRAFFIC CONTROL AND WORKSITE PROTECTION**

The Contractor shall provide all temporary enclosures, coverings, etc. for protection of the work and workmen until completion of the work; and shall provide all barricades, guards, and overhead protection in connection with the work and maintain them in satisfactory condition so long as they shall be required.

While working on Rt. 38, the Contractor must adhere to the guidelines outlined in Division 700 of IDOT's *Standard Specification for Road and Bridge Construction (Adopted April 2016)*. With bridge work going on nearby, the Contractor is responsible for coordinating traffic control efforts with the bridge contractor.

The Contractor shall provide and install any other protection required to properly safeguard the Owner's property, equipment, employees and the public, including obstruction lights, as required by conditions, on equipment or structures in connection with this Contract.

Barricades, lights, signs, arrow boards and flagmen shall be provided by the Contractor in accordance with the Manual on Uniform Traffic Control Devices as printed by the Illinois Department of Transportation. Particular attention shall be given to Part VI, "Traffic Controls for Street and Highway Construction and Maintenance Operations". A copy of this document shall be in the possession of the Contractor on the job site at all times. It shall be the responsibility of the Contractor to follow the procedures on traffic control contained therein at all times.

At the preconstruction meeting the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor,

approval of said subcontractor shall be obtained from the owner at the time of the preconstruction meeting. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ to supervise this work. The Contractor shall provide a manned telephone on a continuous 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection and shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Owner concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from time of notification.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall ensure that all traffic control devices are operational 24 hours a day, including Sundays and Holidays.

Traffic control and protection shall not be limited to the Public right-of-way, but may also be used on private properties, if necessary, upon written authorization from property owner.

**Due to nearby bridge work, the Contractor may not have to provide traffic control, as it will be already in place for that project.**

“Traffic Control and Worksite Protection” shall be paid at the contract lump sum price and shall include all materials, labor and equipment to meet the traffic control standard. If the work is to be completed at night, the “Night Work Contingency” pay item shall cover all additional costs associated with conducting the work at night.

#### **SP-14 PROTECTION OF PROPERTY AND SURFACE STRUCTURES**

The Contractor shall be responsible to take all necessary precautions to prevent surcharging or any other damage to private residences / businesses. Any damage to public or private property shall be the sole responsibility of the Contractor. Any repairs, restoration, or cleaning that is necessitated by project shall be the sole responsibility of the Contractor and shall not be paid for separately.

The Contractor is also responsible for any damaged caused by their vehicles, including ruts in unpaved areas.

Shrubbery, fences, poles and all other property and surface structures not in direct conflict with the pipe laying operations shall be protected during construction operations. Any fences, poles or other manmade surface improvements not in direct conflict with the pipe laying operations which are moved or disturbed by the Contractor shall be restored to the original conditions, after construction is completed, at the contractor's expense. Any shrubbery or other vegetation beyond the limits of the right-of-way lines, easements, or construction limits shown on the Plans which are removed in order to facilitate construction operations shall be removed completely, including stumps and roots, by the Contractor and shall be replaced by the same species and size at no additional cost to the

Contract. Responsibility for any damage or claims for damage caused by construction operations to shrubbery or other landscape improvements shall be assumed by the Contractor.

The Contractor is responsible for back filling the excavation to grade, spreading of pulverized topsoil, and cleaning the area of work.

The Contractor **will not** be responsible for the final restoration of grass seeding.

### **SP 15 LANDSCAPE RESTORATION**

If approved by the Engineer prior to digging, any landscaping that is determined necessary to remove for the excavation shall be covered under this pay item. The Contractor is responsible for restoring any private or public landscaping to a condition satisfactory to the City as well as the owner of the property. All work shall be coordinated with the property owner.

Any vegetation on public property that is removed for the excavation shall not be restored. The removal of vegetation on public property does not constitute "LANDSCAPE RESTORATION" and shall not be paid as such.

Grass restoration is not included in this pay item. The City will restore any grassed areas. Refer SP-14 for more information.

This item shall be paid lump sum for "LANDSCAPE RESTORATION" and shall include all labor and materials required to complete the work to the satisfaction of the City and property owner.

### **SP-16 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT**

This item shall include all labor, equipment, and material necessary for the removal and replacement of combination concrete curb and gutter in accordance with the applicable portions of Sections 606 and 440 of the "Standard Specifications" at the locations as designated by the plans or as directed by the Engineer. This item shall include the removal of the existing concrete curb and gutter and roadway necessary to install new combination concrete curb and gutter, of the same type as removed, or Type B-6.12, as directed by the Engineer. All new curbs shall be placed on a three inch (3") sub-base of coarse aggregate material gradation CA-6, which shall be considered incidental to this item. The aggregate sub-base shall extend to a point six inches (6") beyond the back of curb. Hot Mix Asphalt replacement will be required as a result of this work and shall be considered incidental to this item, 3" or as specified.

Payment shall be made at the contract unit price per lineal foot for "COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT" of the size and class specified, which shall include excavation, bedding, backfill, compaction, testing, and all other appurtenances.

**SP-17 SIDEWALK (BRICK PAVER OR PCC) REMOVAL AND REPLACEMENT**

This work includes furnishing all materials, equipment and labor necessary to remove and install P.C. Concrete Sidewalk at locations indicated by the Engineer and in accordance with Section 424 and Section 440 of the "Standard Specifications."

All sidewalks except driveway sidewalks shall match the current condition and thickness. All residential driveway sidewalks shall be six inches (6") thick and reinforced with 6" X 6" #10/ #10 welded wire fabric. All sidewalks through alley and commercial aprons shall be eight inches (8") thick with 6" X 6" #10/ #10 welded wire fabric. The additional concrete and fabric shall be considered incidental to the cost of this item. All sidewalks shall be placed on a three inch (3") thick sub-base aggregate material meeting Gradation CA-6, which shall be considered incidental to this item.

All sidewalks shall be installed with a 1/4 inch per foot slope toward the street. Sidewalk elevations shall be set so as to maintain a slope of 1/2 inch per foot between the sidewalk and to top of the curb whenever possible. Ramps for the handicapped shall be installed at all intersections as per State Standards.

Under no circumstance shall the Contractor stamp their name, phone number, or any other information in newly constructed concrete work.

All removal of sidewalk must be approved by the Owner or Engineer on site during construction. The cost of removing and replacing sidewalk shall be paid per square foot for "Sidewalk (Brick Paver or PCC) Removal and Replacement" bid item. This price shall include all saw-cutting and disposal of material as needed and all other incidental items required complete the work.

**SP-18 TREE PROTECTION**

The Contractor shall protect existing trees and other vegetation to remain in place against cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within the root zone, excess foot or vehicular traffic, or parking of vehicles within the root zone. To accomplish this, the Contractor shall provide temporary fencing to protect said trees as shown on the Plans. Any tree roots cut during excavation shall be compensated for by trimming the upper tree branches, as directed by a certified Landscape Tree Consultant approved by the Owner.

Contractor shall erect a temporary fence at tree locations around the construction area, as necessary or as directed by the Engineer. The fence shall be similar to wood lath snow fence (48 inches) high, plastic polytype or any other type of highly visible barrier approved by the Engineer. The fence shall be supported by steel posts spaced not more than six (6) feet on center. This fence shall be properly maintained and shall remain in place until all improvements and surface restoration have been completed, unless the Engineer directs removal otherwise. All costs of this work shall be

incidental to the various unit prices bid.

**SP 19 ROCK EXCAVATION**

No rock excavation is anticipated on this project. If rock excavation is required, payment shall be made at the unit price per cubic yard of \$100.00 and in accordance with Article 20-5.01 of the Standard Specifications. Blasting will not be permitted.

**SP-20 SOIL EROSION AND SEDIMENT CONTROL**

The erosion and sediment control measures shall be in accordance with the most recent edition of the Illinois Urban Manual and the standards and ordinances of the local, state and/or federal government agencies having jurisdiction over such matters. The Contractor is responsible for the for the proper implementation of, and compliance with the Storm Water Pollution Prevention Plan (SWPPP). Upon award of the contract, the Contractor must immediately submit all necessary paperwork with the IEPA modifying the Notice of Intent (NOI) and the SWPPP. The Contractor is responsible for all monitoring, maintenance and reporting required by the State of Illinois and any local governmental subdivisions. Please refer to the Special Provision regarding Site Clearing and Grubbing requirements.

1. Dewatering:

- a. Dewatering may be required to construct this project. The Contractor shall provide Dandy Products from each individual trash dewatering pump placed in or along the trench, unless other acceptable methods are approved by the Engineer.
- b. Approval of the groundwater control method plan from the Engineer, as set forth in Section 20-4.04 of the Standard Specifications, will be required before construction starts. In order to obtain approval, acceptable means of erosion control shall be provided at the discharge point of each dewatering well or discharge pipeline system such as but not limited to silt basins, rock dams, etc. or a combination of such devices, if needed. As a minimum, the erosion and sediment control measures shall be in accordance with the latest editions of the IEPA's Standards and Specifications for Soil Erosion and Sediment Control and the Illinois Urban Manual.

2. Storm Inlet Protection

- a. This system consists of a filter cloth installed across the opening of inlets (beneath the frame grate) to interceptor water borne silt and prevent the siltation of storm water structures and pipes. Storm drain inlet protection shall be installed at all storm water structures having open grates within the construction area.
- b. The Contractor shall be required to address any and all concerns of the District and to correct any deficiencies to the erosion control facilities immediately upon notification.

- c. Contractor shall be required to remove, replace, and clean the erosion control facilities, during the course of the project, so as to keep same in acceptable working condition. All erosion control facilities shall be checked by the Contractor on a weekly basis and after each rain event of 1/2" or greater magnitude. Upon completion of the improvements, the Contractor shall remove all erosion and sediment controls installed and restore the areas to their original condition.

### 3. Silt Fence

- a. This system consists of a continuous barrier adjacent to the area of construction to intercept water borne silt and prevent it from leaving the area of construction. The barrier shall be of sufficient length and height to capture all construction runoff. The silt fence shall be supported on posts at least 3 ft. in length and spaced on 10 ft. centers maximum. The fabric shall be embedded a minimum of 8 inches into the ground and shall be securely attached to the posts by any approved method. Silt fence shall be installed as shown on the Plans.

Contractor shall be required to remove, replace, and clean the erosion control facilities, during the course of the project, so as to keep same in acceptable working condition. All erosion control facilities shall be checked by the Contractor on a weekly basis and after each rain event of 1/2" or greater magnitude. Upon completion of the improvements, the Contractor shall remove all erosion and sediment controls installed and restore the areas to their original condition.

The compliance and maintenance of soil erosion and sediment control shall be paid at lump sum for "Stormwater Pollution Prevention". This pay item shall include all forms and compliance actions to meet the satisfaction of the Owner and other governing agencies.

### **SP-21 RECORD DRAWINGS**

The Contractor shall keep one (1) record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These documents shall be kept current at all times and will be subject to the Engineer's review prior to approval of partial payments. These shall be available to the Engineer and shall be delivered to him for the Owner upon the completion of the Project. The Contractor's request for final payment will not be approved until said "record drawings" have been delivered to the Engineer.

The Contractor shall provide level, rod, etc. and laborer in assisting Engineer to verify changes.

### **SP-22 BEDDING**

Granular bedding for all sewer trenches shall be crushed stone or crushed gravel, ASTM Designation Class 1A and IDOT Specifications (1004.05) CA-7 gradation and shall be placed to the width and depth as shown on the Plans. The pipe barrel shall have full bearing for its entire length. Bell holes

shall be excavated for the joints. Any part of the trench excavated below grade shall be corrected to grade with same type and class of stone previously specified, unless otherwise directed by the Engineer, and in accordance with Section 20-4.05 of the Standard Specifications. The cost of furnishing and placing Granular Bedding shall be considered incidental to the cost of the conduit or structure.

Should the Engineer determine during construction that additional granular bedding is required under the pipe due to unstable soil conditions, the Contractor shall remove and dispose of such unsuitable soil and replace same with the specified coarse aggregate. This work shall be conducted as set forth in Article 20-4.05 of the Standard Specifications. Payment shall be made at the contract unit price per lineal foot per 12-inches of thickness for "UNSTABLE SOIL REMOVAL AND REPLACEMENT" which shall include excavation, disposal of unstable soil and installation of additional bedding material.

The screening and crushing of on-site sand and gravel deposits will not be allowed for reuse as bedding material.

### **SP-23 SANITARY SEWER INSTALLATION, MATERIALS, AND TESTING**

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. It shall consist of hauling and distributing all pipes, castings, fittings, accessories, and shall also include the excavation of trenches to the required depth; dewatering; sheeting, bracing and supporting the adjoining ground or structures as required by OSHA or as needed to protect adjacent structures; provide barricades, guards and warning lights, laying, cleaning and testing the pipe, tree and shrub removal and disposal, granular bedding and trench backfilling and consolidating the trenches, dewatering the underlying soil stratum; cleaning and maintaining the streets or other surfaces over the trenches; relocation of power poles and street lights and maintaining the streets or other surfaces over the trenches.

For sanitary sewer spot repairs, 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. Connection to the existing sanitary service shall also 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).

Sanitary sewers shall be constructed and tested of the material, of the type and size as follows:

#### **PVC Pipe Materials & Testing**

1. **Material**

- a) All sanitary sewer pipe shall be of the following materials as called out on the Plans:
  - PVC SDR 26, ASTM D-3034 with ASTM D-3212 joints and ASTM F-477 elastomeric rubber ring gaskets and having a minimum pipe stiffness of 115 PSI.
- b) All fittings shall be made from PVC compound meeting the requirements of Type 1, Grade 1, Polyvinyl Chloride as outlined in ASTM D1784. All fittings shall match the pipe class of the mainline sewer as called out on the Plans. Only single-piece molded fittings will be allowed. Fittings that are heat fused or fabricated by heating and bending will not be allowed. All fittings shall be Harco or approved equal of the same type and classification as the main sewer line piping.

2. **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 for “External Loading Properties of Plastic Pipe by Parallel-Plate Loading”, ASTM Standard D2412. Tests shall also be conducted in accordance with ASTM D3212 to demonstrate joint performance at 5% maximum diametric deflection of the spigot, as specified in 7.4 of ASTM D3212.

3. **Straightness**

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

4. **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 7.4 of ASTM D3212.

Contractor’s attention is called particularly to other sections of this Specification, “Pipe Installation and Field Testing” and “Final Acceptance”.

5. **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, except that bedding and backfill material shall be as stipulated in the Plans. 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 that the diametric deflection of the pipe shall not exceed 5% and the material surrounding the pipe be compacted to the required Standard Proctor Densities outlined in D2321. The area requiring compaction shall include the bed and side fill 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 and paid for by the Owner. If any of these tests indicate that the material has not been compacted to the required density, the Contractor shall recompact said material at no additional cost to the Owner, and the Engineer shall then have the right to require additional compaction tests to insure that this or other material is compacted to the proper density without any additional cost to the Owner.

**Final Acceptance:**

All PVC pipelines 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.

This testing shall be in addition to the televising called for and required for sanitary sewers under Article 31-1.12 of the Standard Specifications.

If the sewers being tested do not pass the deflection test or television test, the necessary repairs shall be made and the tests repeated until satisfactory testing is obtained. Lines and grade for sewers shall be constructed to the tolerances noted in Article 31-1.13D of the Standard Specifications. Sewers not meeting these requirements shall be repaired as directed by the Engineer unless otherwise approved.

Payment shall be made at the contract unit price per lineal foot for "SANITARY SEWER" of the size and class specified, which shall include excavation, bedding, backfill, compaction, testing, and all other appurtenances.

**SP-24 REINSTATEMENT OF SERVICE CONNECTIONS**

This item consists of installing sanitary tees, risers, and sanitary services. Sanitary services, risers, fittings and tees, shall be of the type and material specified in Special Provision "Sanitary Sewer Installation, Materials & Testing". Size shall be 6" diameter.

The Contractor shall provide an 8" x 6" tee for each individual connection as the sewer is being laid. Payment shall be made at the contract unit price each for "8"x6" Service Tee and Connection, PVC ASTM D3034, SDR 26"

**SP-25 SEWER MAIN CONNECTION TO EXISTING MANHOLE**

This work involves modifying existing manholes to which the new sanitary sewers are connected. This includes: sealing the openings around the new pipes and holes with a non-shrink grout; removing the existing concrete benches from the manholes and constructing new concrete benches to accommodate the new sewer pipes (if necessary) in accordance with the details on the Plans.

This work shall be paid for at the contract unit price each for "Sewer Main Connection to Existing Manhole" and shall include all necessary appurtenances.

**SP-26 CLSM TRENCH BACKFILL**

The trench shall be backfilled with CLSM per IDOT Section 593.

The mix shall not be placed on frozen ground, in standing water, or during wet weather conditions. Mixing and placing shall begin only when the air temperature is at least 35 °F (2 °C) and rising. At the time of placement, the material temperature shall be at least 40 °F (5 °C). Mixing and placing shall stop when the air temperature is 40 °F (5 °C) and falling.

The mix shall not be exposed to freezing temperatures or wet weather conditions during the first 24 hours after placement.

The mix may be subjected to loading upon approval by the Engineer or when a penetration of 1.5 in./blow (38 mm/blow) or less has been obtained with the Dynamic Cone Penetration (DCP) test.

The mix shall be placed directly from the chute into the space to be filled. Other placement methods may be approved by the Engineer if the mix design is appropriate.

The mix shall be distributed evenly on each side of the pipe and placed in lifts. The first lift shall be placed up to one-fourth the height of the pipe and allowed to settle. After settlement of the first lift, as determined by the Engineer, the second lift shall be placed up to one-half the height of the pipe and allowed to settle. After settlement of the second lift, as determined by the Engineer, the remainder of the trench shall be filled.

CLSM TRENCH BACKFILL shall be paid at the Contract Unit Price per Cubic Yard of void filled with CLSM to include for all materials, labor and equipment to clear and seal the chamber.

**SP-27 SAW CUTTING**

The Contractor shall saw-cut existing pavement by means of a concrete saw to full depth so as to separate the existing pavement to be removed from that to remain. Suitable guidelines or devices shall be used to assure cutting a neat, straight line. Care shall be taken by the Contractor so as not to damage the remaining pavement directly adjacent to the pavement to be removed. Any damage to

the existing pavement resulting from removal and construction operations shall be re-sawed at the Contractor's expense, as directed by the Engineer. All costs of this work shall be incidental to the appropriate removal and replacement item and will not be paid for separately.

#### **SP-28 EPOXY PAVEMENT MARKINGS**

This work shall be according to Article 780.09 and 1095.04 of the Standard Specifications and the following:

This item shall include all striping to be done at the locations shown on the plans or where directed by the Engineer and shall be of the color specified in the plans or as determined in the field by the Engineer. The line size shall be replaced to match the existing condition.

This work will be paid for at the Contract unit price lump sum for "Epoxy Pavement Markings"

#### **SP-29 DETECTOR LOOP REPAIR**

This work shall be according to Article 886 of the Standard Specifications. All detection loops shall be repaired to restore the previous condition before work begun. See plan set details for typical detection loop layouts.

This work will be paid for at the Contract unit price lump sum for "Detector Loop Repair".

#### **SP-30 PCC PAVEMENT REMOVAL AND REPLACEMENT**

This work shall consist of the removal and satisfactory disposal of all existing pavement and stabilized sub-base as per the applicable portions of Section 440 and Section 442 of the IDOT Standard Specifications and as shown on the Plans or as directed by the Engineer. This item applies to all designated full depth pavement removal.

This work shall consist of the removal and disposal of the existing pavement, consisting of PCC pavement, bituminous surface, sidewalk, pavers, and adjacent integral curb, where required for the construction of new pavement, storm sewers, water main, water services, and sanitary services, as shown on the Plans.

This work shall also consist of the replacement of each surface to the thicknesses and materials shown in the plan set. All surfaces and base courses shall be repaired to restore the previous condition before work begun.

The locations for "PCC Pavement Removal and Replacement" are as indicated on the plans and as directed by the Engineer.

This work will be paid for at the Contract Unit Price per Square Yard for "PCC Pavement Removal

and Replacement” which price shall include all saw-cutting and disposal of material as needed and all other incidental items required complete the work.

### **SP-31 SUBSTITUTION OF MATERIALS, ACCESSORIES AND EQUIPMENT**

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of the proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contained is followed by the words reading that no like, equivalent or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by the Engineer under the following circumstances:

1) “Or-equal”: If in the Engineer’s sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in the related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in the Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

2) Substitute Items: If in the Engineer’s sole discretion an item of material or equipment proposed by the Contractor does not qualify as an “or-equal” item under subparagraph A.1, it will be considered a proposed substitute item. The Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the Engineer will include the following as supplemented in the Specifications and as the Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by the engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation or acceptance of the proposed substitute will prejudice the Contractor’s achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contracts affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish additional data about the proposed substitute.

3) Contractor's Expense: All data to be provided by the Contractor in support of any proposed "or-equal" or substitute item will be at the Contractor's expense.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, the Contractor may furnish or utilize a substitute means method, technique, sequence or procedure of construction acceptable to the Engineer. The Contractor shall submit sufficient information to allow the Engineer, in the Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by the Engineer will be similar to that provided in subparagraph A.2.

C. Engineer's Evaluation: The Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs A.2 and B. The Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any "or-equal" or substitute. The Engineer will record the time required by the Engineer and Engineer's consultants in evaluating substitutes proposed or submitted by the Contractor pursuant to paragraphs A.2 and B. and in making changes in the Contract Documents (or in the provisions of any other direct Contract with the Owner for work on the Project) occasioned thereby. Whether or not the Engineer accepts a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer and Engineer's consultants for evaluating each such proposed substitute item.

D. The Engineer will consider requests from the Contractor for Product substitutions no later than 15 days after the date established in the Notice to Proceed and prior to any construction. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor.

#### **SP-32 CLOSED CIRCUIT T.V.**

**The Contractor shall be responsible for any and all damage to dwellings as a result of this work. This includes, but is not limited to, sanitary service backups and/or flooding as a result of jetting, light and heavy cleaning.**

The Contractor shall televise all constructed sanitary sewer repairs by closed circuit T.V. in order to obtain acceptance by the Owner. The Contractor shall be responsible for providing a smooth, level area of sufficient width along the sewer route with access to each manhole for televising and flushing equipment. Said path shall be capable of supporting the televising and flushing equipment vehicles.

If the sewers televised are not acceptable, the problems found shall be repaired and re-televised until satisfactory.

Sewer Cleaning Prior to Televising: Sewer cleaning prior to televising shall be considered, "light"

cleaning and included as part of the televising cost. The purpose of "light" cleaning is to remove such accumulations of sediment, debris, blockage, mineral deposits, grease, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection. The Contractor shall be required to make no more than three (3) passes through the line with high pressure water jetting equipment.

The cleaning operation shall occur concurrently with the televising of the sewer.

Video Equipment: The television camera used for the inspection shall be one specifically designed and constructed for the purpose of televising sewers and shall provide a color picture. Lighting for the camera shall be suitable to allow for a clear picture of the entire periphery of the pipe with a field depth of a minimum of (6) six feet. The color camera shall have a high-resolution lens, capable of spanning 360 degrees circumference and 270 degrees on horizontal axis to televise sewer lines (6) six inches in diameter and larger. It is the intention to view all laterals and defects. Further, the camera is to provide a close view of all service line connections. The color camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Owner, and if unsatisfactory, the sewer line shall be retelevised at no additional cost to the Owner. The Contractor is required to provide atmospheric testing prior to televising to determine if combustible levels exist. The Contractor is required to lower combustible levels as necessary for safe televising by means of ventilation of U.L. approved explosion proof televising and lighting equipment. This work or equipment change is considered incidental to the work and shall not be considered for payment.

Method of Televising Lines: The inspection will be done one manhole section at a time, and the flow in the section being inspected will be suitably controlled. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, but in no case will the television camera be moved at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall reset his equipment in a manner so that the inspection can be performed from the opposite manhole. If the Owner determines that the camera cannot pass through the entire manhole section, the inspection shall be considered complete and no additional inspection work will be required. During televising operations, only 5% of the internal diameter flow is acceptable.

Television Inspection Logs. The television inspection reports shall be provided both electronically in Adobe Acrobat Reader ".pdf" format as well as two bound hardcopies of the printed paper report. The file naming format shall follow a similar format to the video naming format. Each inspection report shall be named according to the "upstream manhole number – downstream manhole number.pdf" format. For example, a pipe segment with an upstream manhole of 12345 and downstream manhole 67890 would be named "12345 - 67890.pdf".

Digital Video Deliverables:

The Contractor shall provide a color digital video of all pipeline segments in ".mpeg" format on two flash drives. **Each video shall be named according to the "upstream manhole number –**

**downstream number.mpg” format. For example, a pipe segment video with an upstream manhole of 12345 and downstream manhole 67890 would be named “12345 - 67890.mpg”.**

Video recordings shall be one file per sewer line section and shall be included on the external hard drives submitted. Total drives submitted for final acceptance at the end of the project shall be two.

The pipeline inspection shall consist of identifying a location both within the pipe segment (physical location) and within the digital recording (video frame location) for each defect or observation. The use of time codes for defect location shall NOT be deemed equivalent or acceptable. The digital recording and inspection data is to be cross-referenced for instant access to any point of interest within the digital recording. The inspection information shall include the digital recording of video and audio, segment identification information (starting manhole, date, time, etc.) including a pointer from each observation to the digital recording (video frame number), and any accompanying digital still images (JPEG or BMP).

Any out-of-focus video recordings, or portions thereof, shall be cause for rejection of the video recording and will necessitate re-televising at the Contractor’s expense. Televising shall be done one section at a time. Inspections shall be performed using NAASCO’s PACP version 7.0.2. The sewer pipe video inspection reports must be saved with the PACP overview report

The deliverable video files shall be full-color, high-resolution, and shall include all pipe surfaces above the water line. At each lateral and connected **service line**, the camera shall stop, rotate, and record a clear image of the lateral or service line to determine condition and if it is active or inactive. The inspection shall be fully compatible with PACP 7.0.2 format.

All video files shall be viewable on both VLC Media Player and Windows Media Player.

Payment shall be made at the contract unit price per lineal foot for “CLOSED CIRCUIT TELEVISIONING”.

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**CITY OF GENEVA**  
**STATE STREET SANITARY SEWER REPAIRS**

# **APPENDIX A: PLANS**

# CITY OF GENEVA, ILLINOIS CONSTRUCTION PLANS FOR STATE STREET (IL RTE 38) SANITARY SEWER REPAIRS 2020

## GENEVA CITY COUNCIL

|                   |                        |
|-------------------|------------------------|
| KEVIN R. BURNS    | MAYOR                  |
| MIKE BRUNO        | ALDERMAN - FIRST WARD  |
| TARA BURGHART     | ALDERMAN - FIRST WARD  |
| RICHARD MARKS     | ALDERMAN - SECOND WARD |
| MIKE CLEMENTS     | ALDERMAN - SECOND WARD |
| BECKY HRUBY       | ALDERMAN - THIRD WARD  |
| DEAN KILBURG      | ALDERMAN - THIRD WARD  |
| GABRIEL KAVEN     | ALDERMAN - FOURTH WARD |
| JEANNE MCGOWAN    | ALDERMAN - FOURTH WARD |
| CRAIG MALADRA     | ALDERMAN - FIFTH WARD  |
| ROBERT C. SWANSON | ALDERMAN - FIFTH WARD  |



**LOCATION MAP**



## SUMMARY OF SHEETS

- 1 COVER SHEET
- 2 BENCHMARK AND LEGEND
- 3 PLAN AND PROFILE
- 4 SANITARY AND EROSION CONTROL DETAILS
- 5 PCC CURB AND GUTTER AND SIDEWALK RAMP DETAILS
- 6 PCC PAVEMENT AND PATCHING DETAILS
- 7 DETECTION LOOPS AND STRIPING DETAILS
- 8 TRAFFIC CONTROL DETAILS
- 9 TRAFFIC CONTROL DETAILS

## GENERAL NOTES

1. WHEN THE PLANS OR SPECIFICATIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE LOCATION OF SUCH UTILITIES AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR VERACITY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES OR THE MANNER IN WHICH THEY ARE TO BE REMOVED OR ADJUSTED. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES. THE CONTRACTOR SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES DETAILED INFORMATION RELATIVE TO THE LOCATION OF THEIR FACILITIES AND THE WORKING SCHEDULES OF THE UTILITY COMPANIES FOR REMOVING OR ADJUSTING THEM.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE RESPONSIBLE FOR ANY DAMAGE THERETO. CONTRACTOR SHALL CONTACT THE ENGINEER OR OWNER IN WRITING SHOULD EXISTING UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.
3. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OR OWNER IN WRITING OF ANY DIFFERING CONDITIONS.
4. THE CONTRACTOR SHALL INDEMNIFY THE CITY AND THEIR AGENTS, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION AND TESTING OF WORK ASSOCIATED WITH THIS PROJECT.
5. THE CITY WILL HAUL OFF ANY SPOILS THAT ARE NOT USED FOR BACKFILL.
6. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL OTHER UTILITIES PRIOR TO DIGGING.

| DEUCHLER ENGINEERING CORPORATION  |   |
|---|---|
| DEUCHLER ENGINEERING CORPORATION<br>DESIGN FIRM                                       | ROBERT J. PETERS, P.E.<br>PROFESSIONAL ENGINEER                                       |
| DESIGN FIRM 154-001830<br>EXPIRATION: 4/30/2021                                       | ILLINOIS P.E. 062-071743<br>EXPIRATION: 11/30/2021                                    |
|  |  |
| DATE: 5-15-2020   | DATE: 5-15-2020   |



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Date: 5/12/2020 10:43 AM

**BENCHMARKS**

BM-1 CHISELED "X" IN SIDEWALK LOCATED ON THE SOUTHWEST CORNER OF W. STATE STREET AND FIRST ST. ELEVATION 710.18

BM-2 CHISELED "X" IN SIDEWALK LOCATED ON THE NORTHEAST CORNER OF W. STATE STREET AND RIVER LANE. ELEVATION 693.85

ALL BENCHMARKS ARE NAD 83

**CIVIL LEGEND**

| EXISTING |                                  | PROPOSED |
|----------|----------------------------------|----------|
|          | SANITARY SEWER                   |          |
|          | SANITARY FORCE MAIN              |          |
|          | STORM SEWER                      |          |
|          | WATER MAIN                       |          |
|          | GAS MAIN                         |          |
|          | ELECTRIC                         |          |
|          | TELEPHONE                        |          |
|          | FIBER OPTIC CABLE                |          |
|          | GROUND CONTOUR                   |          |
|          | FENCE                            |          |
|          | SILT FENCE                       |          |
|          | PROPERTY LINE                    |          |
|          | STORM MANHOLE                    |          |
|          | SANITARY MANHOLE                 |          |
|          | MISC MANHOLE W/ DESIGNATION      |          |
|          | CATCH BASIN                      |          |
|          | INLET                            |          |
|          | FLARED END SECTION               |          |
|          | VALVE IN BOX                     |          |
|          | VALVE IN VAULT                   |          |
|          | FIRE HYDRANT                     |          |
|          | BUFFALO BOX                      |          |
|          | STREET LIGHT                     |          |
|          | PEDESTAL (TV, TELE, ELEC)        |          |
|          | HAND HOLE                        |          |
|          | METER                            |          |
|          | UTILITY POLE                     |          |
|          | GUY WIRE                         |          |
|          | FLAG POLE                        |          |
|          | SAT DISH                         |          |
|          | MAIL BOX                         |          |
|          | SIGN                             |          |
|          | CONTROL POINT                    |          |
|          | MONUMENT                         |          |
|          | CORE                             |          |
|          | IRON PIN                         |          |
|          | BENCHMARK/BORING                 |          |
|          | SPOT ELEVATION                   |          |
|          | BUSH                             |          |
|          | CONIFEROUS TREE                  |          |
|          | DECIDUOUS TREE W/ TRUNK DIAMETER |          |
|          | EXPLORATION TRENCH               |          |



BLUPOD DESIGN P&E  
P 18400730  
230 WOODLAWN AVENUE  
AURORA, IL 60506  
PH: 630-897-4851  
FAX: 630-897-0599  
www.deuchler.com

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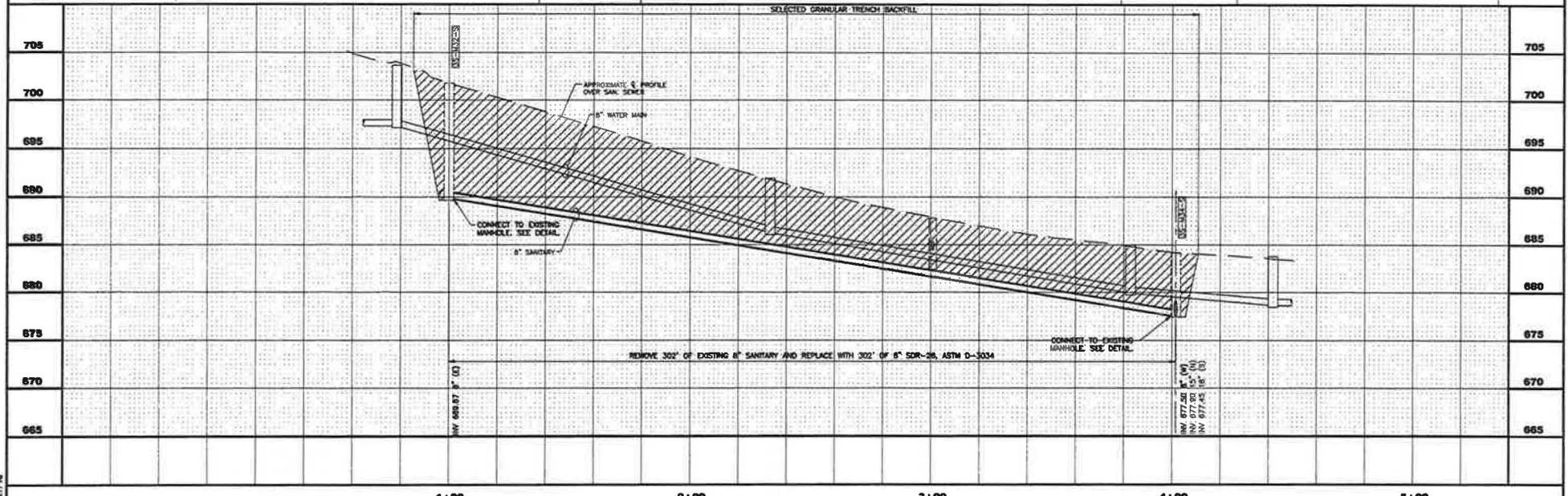
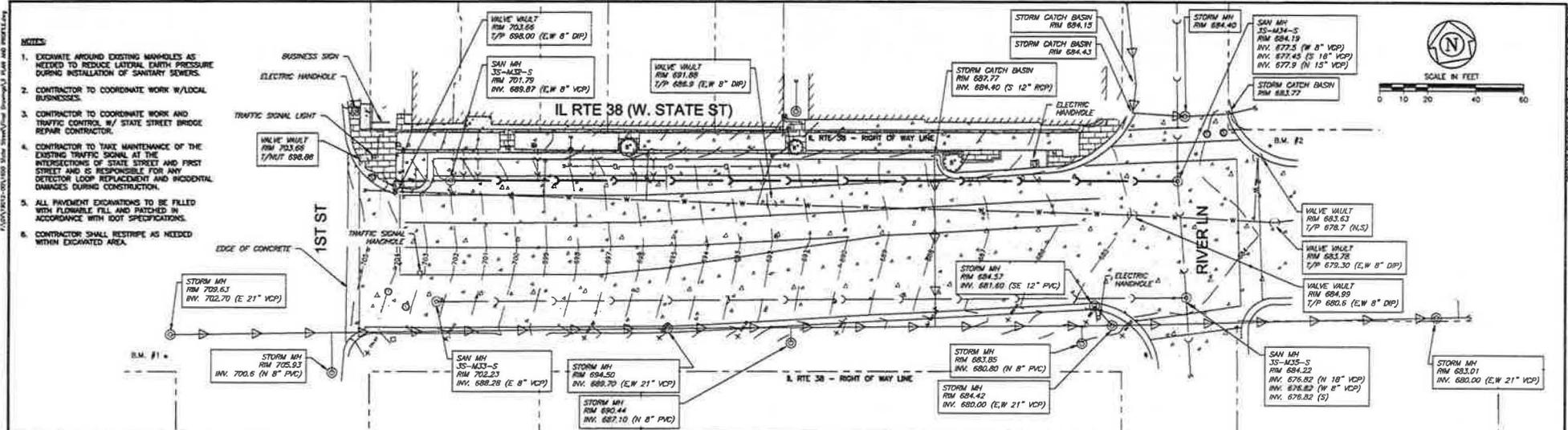
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| FIELD BOOK NO.: | N/A          | APPROVED: | JDF |

**CITY OF GENEVA, ILLINOIS  
STATE STREET SANITARY SEWER REPAIRS  
BENCHMARKS AND LEGEND**

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OF  
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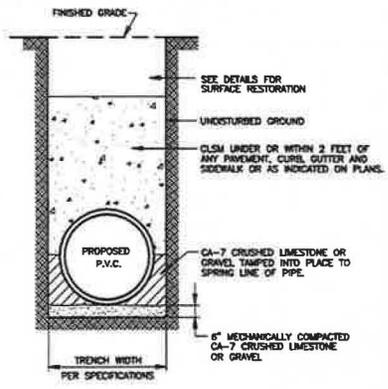


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|--|---|--|--|--|---|--|
| <p><b>DEUCHLER</b><br/> <small>ENGINEERING   DESIGN   CONSTRUCTION</small></p> | <p>ALDRIDGE DESIGN FIRM<br/>       P 184.001830<br/>       230 WOODLAWN AVENUE<br/>       AURORA, IL 60208<br/>       PH: 630-887-4400<br/>       FAX: 630-887-4684<br/>       www.deuchler.com</p> | <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> </ol> | <p>VERIFY SCALE: _____<br/>       DATE: 5-15-2020<br/>       SCALE: AS SHOWN<br/>       JOB NO: 190-19012-00<br/>       FIELD BOOK NO: N/A</p> | <p>DESIGNED: SP<br/>       DRAWN: MM<br/>       CHECKED: AS<br/>       APPROVED: JMF</p> | <p><b>CITY OF GENEVA, ILLINOIS</b><br/> <b>STATE STREET SANITARY SEWER REPAIRS</b><br/> <b>PLAN AND PROFILE</b></p> | <p>SHEET <b>3</b><br/>       OF <b>9</b></p> |
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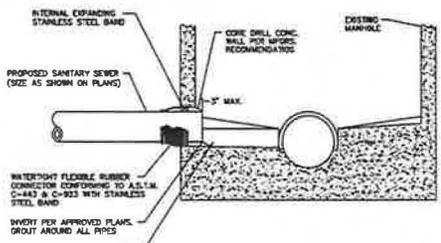
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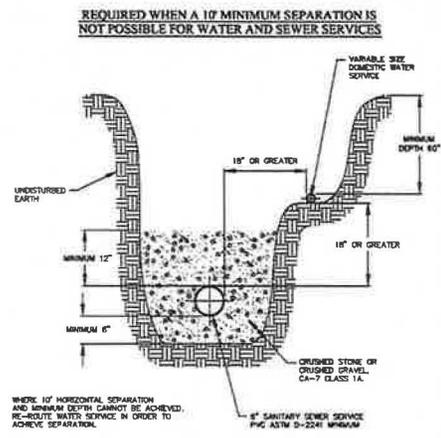
ILLINOIS DESIGN FIRM # 104 001000 230 WOODLAWN AVENUE AURORA, IL 60506 PH: 630-897-5851 FAX: 630-897-5896 www.deuchler.com  
 DEUCHLER  
 CIVIL ENGINEERING ARCHITECTURAL INTERIORS  
 ILLINOIS DESIGN FIRM # 104 001000 230 WOODLAWN AVENUE AURORA, IL 60506 PH: 630-897-5851 FAX: 630-897-5896 www.deuchler.com  
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TRENCH DETAIL - PVC PIPE

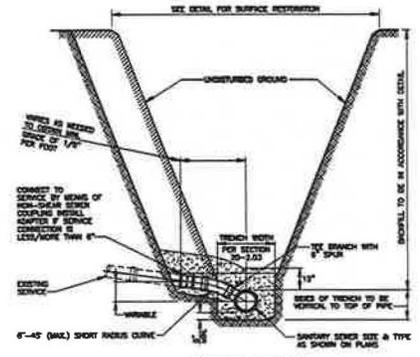


PIPE TO EXISTING MANHOLE CONNECTION

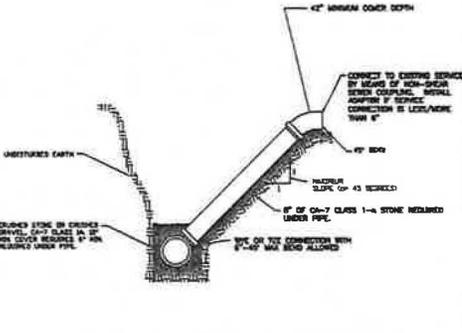


NOTE:  
INSTALL PER '77 I.L. ADMIN. CODE PART 810  
ILLINOIS PLUMBING CODE LATEST EDITION.  
SANITARY SEWER SERVICE & POTABLE  
WATER SERVICE SEPARATION

- EROSION CONTROL NOTES**
- UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS IN THE ILLINOIS URBAN MANUAL LATEST REVISION.
  - A COPY OF THE APPROVED SWPPP SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
  - PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO, ADDITIONAL PHASES OF IMPROVEMENTS AND OFF-SITE EROSION OR WASTE AREAS) A SUPPLEMENTARY EROSION CONTROL PLAN SHALL BE SUBMITTED TO THE OWNER FOR REVIEW.
  - THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE OWNER.
  - INSTALL ALL PERMITTED SILT FENCE PRIOR TO ANY CLEARING OR GRADING. OFFSITE SEDIMENT CONTROL MEASURES AS SHOWN AND SPECIFIED BY THE EROSION CONTROL PLANS SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO INITIATING CLEARING, GRADING, STRIPPING, EXCAVATION, OR FILLING ACTIVITIES ON THE SITE.
  - DURING DEMONSTRATION OPERATIONS, WATER SHALL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS (E.G. SANDY BAG), DIVERTING DIRECTLY INTO FIELD TILES, STORM WATER STRUCTURES, WETLANDS, CREEKS OR RIVERS IS PROHIBITED.
  - IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INFORM ANY SUB-CONTRACTOR(S) WHO MAY PERFORM WORK ON THIS PROJECT, OF THE REQUIREMENTS IN IMPLEMENTING AND MAINTAINING THESE EROSION CONTROL PLANS AND THE NATION'S POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS SET FORTH BY THE ILLINOIS EPA.
  - ALL INLETS ON OR ADJACENT TO THE SITE MUST HAVE A SEDIMENT TRAP/PROTECTIVE DEVICE INSTALLED DURING CONSTRUCTION ACTIVITIES. INLET PROTECTION MEASURES SHALL BE LEFT IN PLACE UNTIL VEGETATION IS ESTABLISHED OR OTHERWISE DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
  - ALL ROADWAYS SHALL BE KEPT CLEAR OF DEBRIS, INSPECTED DAILY, AND CLEANED WHEN NECESSARY. DEBRIS AND MUD DEPOSITS SHALL BE REMOVED FROM THE ROADWAY AT THE END OF EACH WORK DAY BY SHOVELING AND/OR SWEEPING AND IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
  - ANY LOOSE MATERIAL THAT IS DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE STRUCTURE DURING CONSTRUCTION OPERATIONS SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY.
  - THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES PERIODICALLY AND AFTER EACH RUNOFF PRODUCING RAINFALL EVENT. ANY NECESSARY REPAIRS OR CLEANUPS TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE MADE IMMEDIATELY.
  - MAINTENANCE AND REPLACEMENT OF EROSION CONTROL MEASURES, WHEN DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE, SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
  - THE EROSION CONTROL MEASURES INDICATED IN THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE OWNER OR JURISDICTIONAL GOVERNMENTAL ENTITIES.
  - ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF FINAL STABILIZATION.
- MAINTENANCE:**
- THE EXCAVATING AND UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR THE INITIAL CONSTRUCTION OF THE EROSION CONTROL MEASURES SHOWN IN THE PLAN AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID FACILITIES UNTIL THE COMPLETION OF THIS WORK. DURING WATER CONSTRUCTION OF THOSE IMPROVEMENTS IN HIS CONTRACT, THE CONTRACTOR SHALL REQUEST IN WRITING A RELEASE FROM THE OWNER FOR MAINTENANCE OF THE SITE UPON COMPLETION OF THIS WORK. THE OWNER SHALL ISSUE SAID RELEASE WITHIN 15 DAYS OF THE CONTRACTOR'S REQUEST, PROVIDED THE CONTRACTOR HAS COMPLETED ALL WORK REQUIRED UNDER THE CONTRACT, THE CONTRACTOR'S EROSION CONTROL MAINTENANCE RESPONSIBILITIES SHALL BE EXCLUSIVE OF THE CONSTRUCTION WARRANTY AND/OR GUARANTEE PERIOD.
  - DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING. BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN THE PLAN AND POLLUTION PREVENTION MEASURES IDENTIFIED IN THE PLAN SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION. SUCH MODIFICATIONS SHALL PROVIDE FOR TIMELY IMPLEMENTATION OF ANY CHANGES TO THE PLAN WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION.
  - THE PERMITTEE SHALL COMPLETE AND SUBMIT WITHIN FIVE (5) DAYS AN INDICENCE OF NON-COMPLIANCE (ION) REPORT FOR ANY VIOLATION OF THE SWPPP OBSERVED DURING AN INSPECTION CONDUCTED, INCLUDING THOSE NOT REQUIRED BY THE PLAN. SUBMISSION SHALL BE ON FORMS PROVIDED BY THE AGENCY AND SHALL INCLUDE SPECIFIC INFORMATION ON THE CAUSE OF NON-COMPLIANCE, ACTIONS WHICH WERE TAKEN TO PREVENT ANY FURTHER CAUSES OF NON-COMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL IMPACT WHICH MAY HAVE RESULTED FROM THE NON-COMPLIANCE.



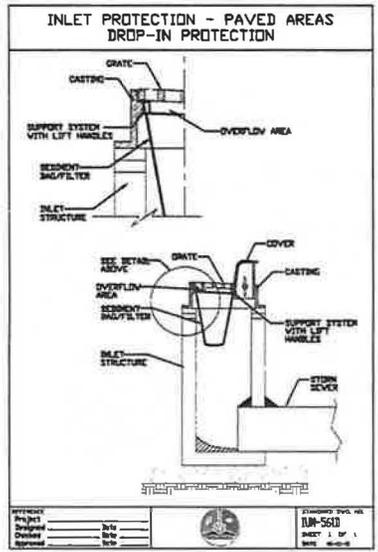
SANITARY SERVICE REPLACEMENT



NOTE:  
RISERS TO BE CONSTRUCTED WHEN SERVICE DEPTH EXCEEDS 10'-0\"/>

GREATER THAN 45° CONNECTION TO MAIN NOT ALLOWED

RISER CONNECTION FOR SERVICE LATERAL (IF REQUIRED)



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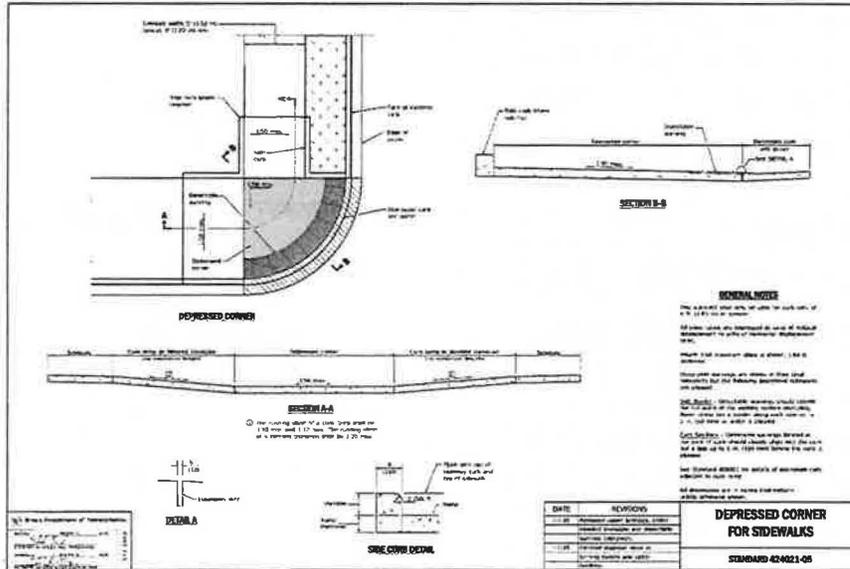
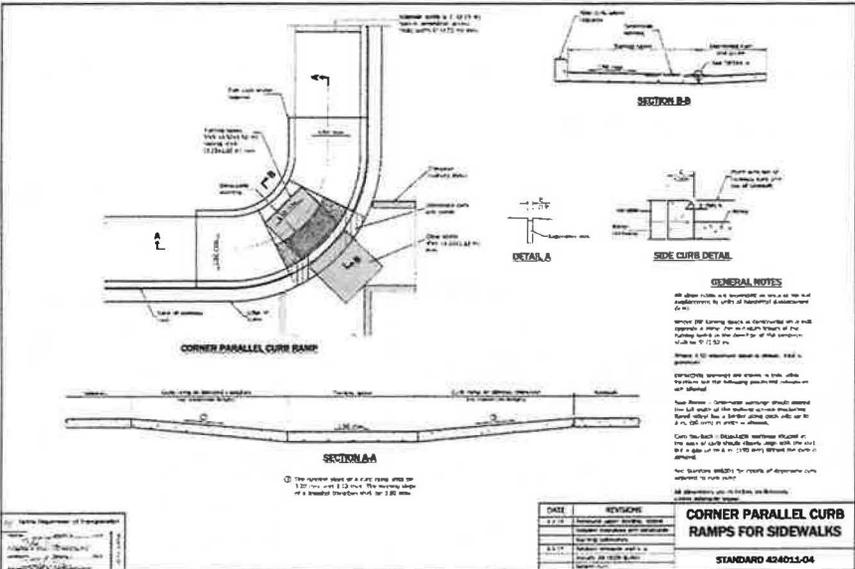
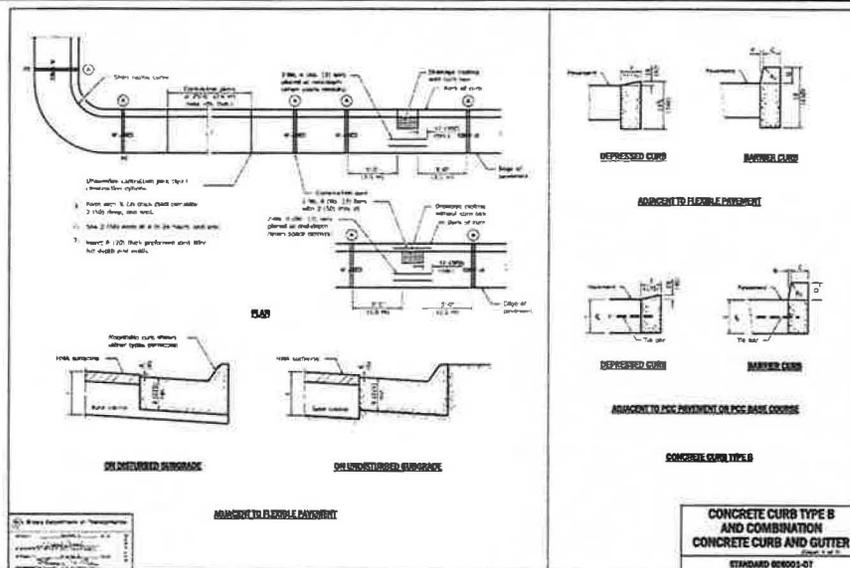
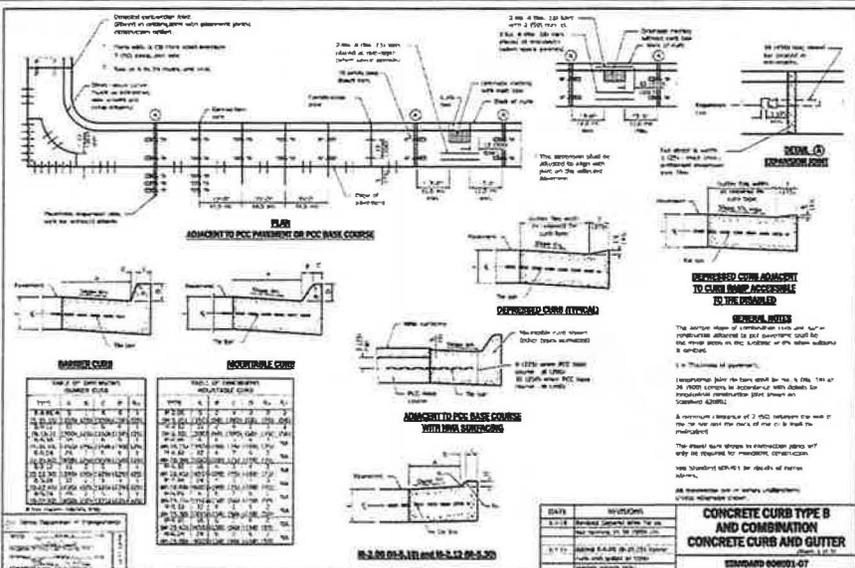
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FIELD BOOK NO. N/A

DESIGNED: JBT  
CHECKED: JBT  
APPROVED: JBT

CITY OF GENEVA, ILLINOIS  
STATE STREET SANITARY SEWER REPAIRS  
SANITARY AND EROSION CONTROL DETAILS

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 DEUCHLER



DEUCHLER  
 230 WOODLAWN AVENUE  
 AURORA, IL 60506  
 PH: 830-897-8884  
 FAX: 830-897-8088  
 www.deuchler.com

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|           |          | APPROVED | JWF |

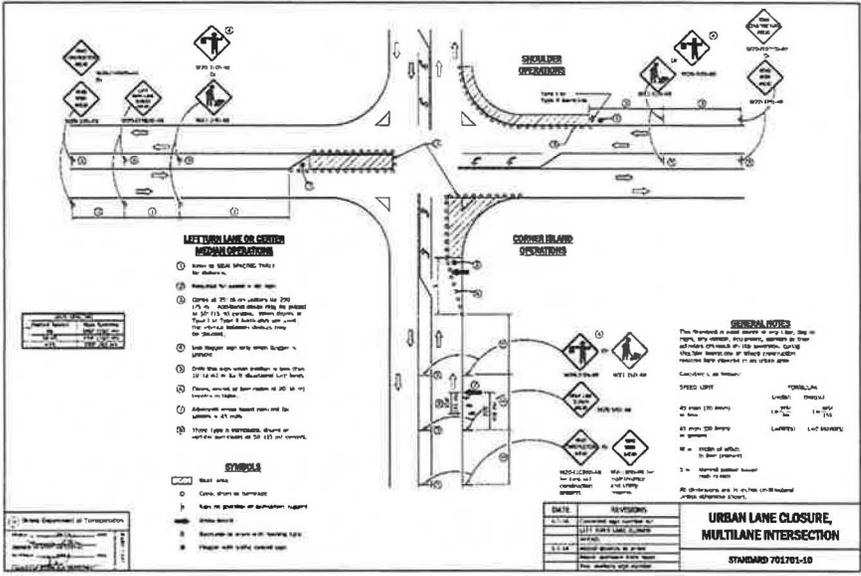
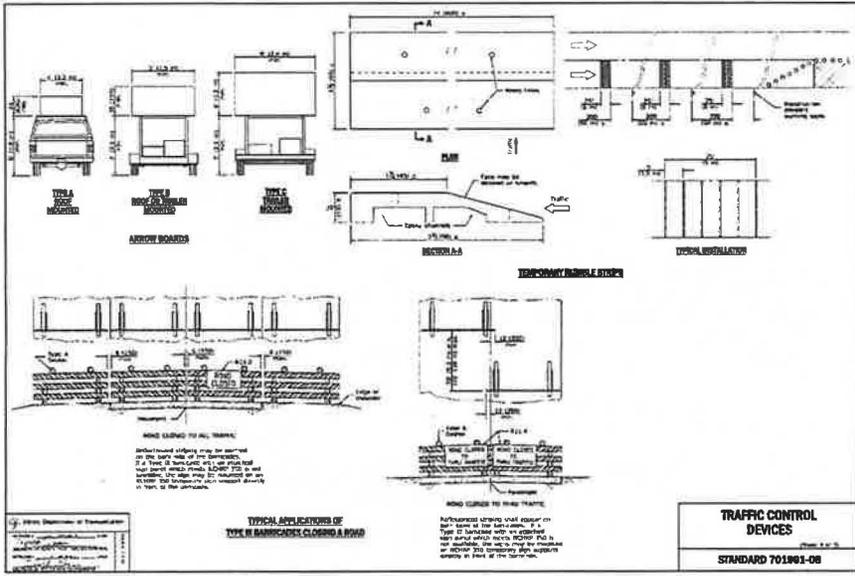
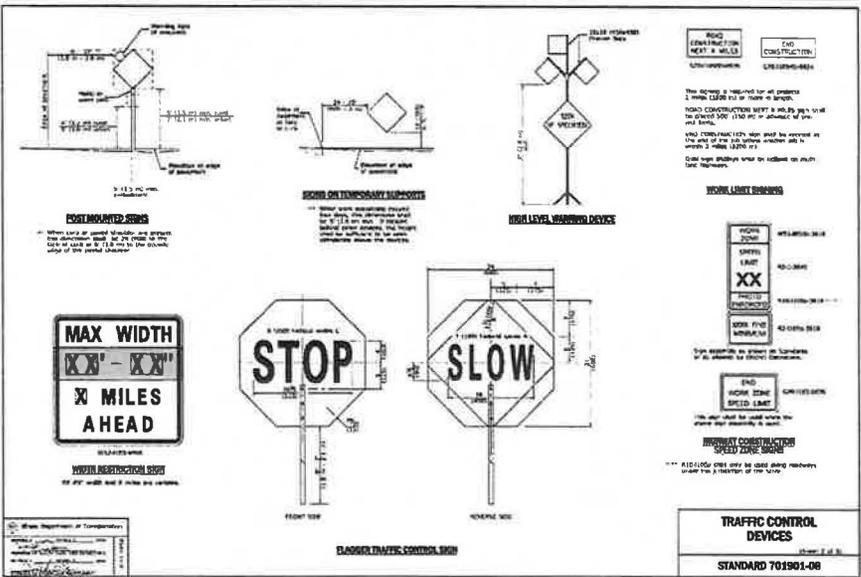
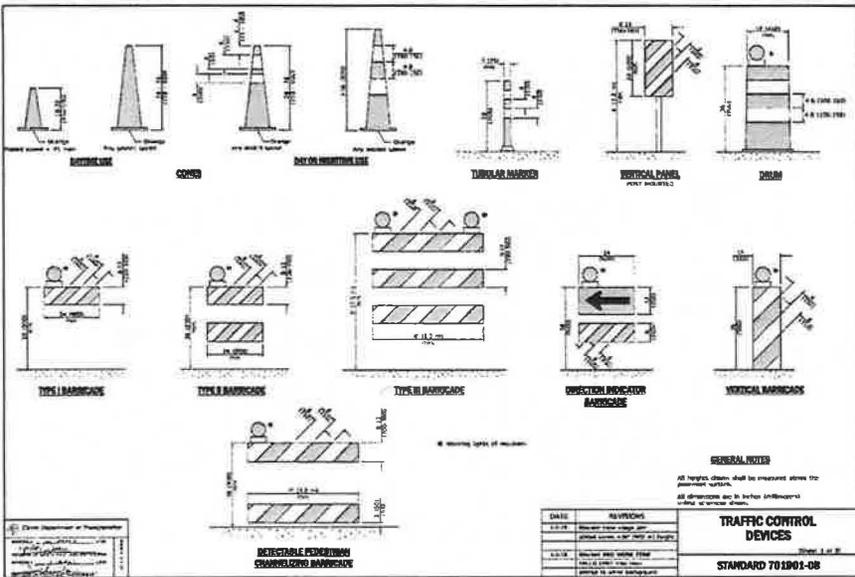
**CITY OF GENEVA, ILLINOIS**  
**STATE STREET SANITARY SEWER REPAIRS**  
**PCC CURB AND GUTTER AND SIDEWALK RAMP DETAILS**

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ONE | 800-228-8888 | 630-887-4000 | 630-887-0888  
www.deuchler.com

KLINGSTUBBINS DESIGN FIRM  
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230 NICHOLSON AVENUE  
AURORA, IL 60006  
PH: 630-897-4000  
FAX: 630-887-0888  
www.klingstubbins.com

- 1.
- 2.
- 3.
- 4.

VERIFY SCALE:  
BAR IS ONE INCH ON  
OFFICIAL DRAWINGS  
0 1'

DATE: 5-15-2000  
SCALE: AS SHOWN  
JOB NO: 190-19012-00  
FIELD BOOK NO.: N/A

DESIGNED: BP  
DRAWN: MM  
CHECKED: AS  
APPROVED: JNF

**CITY OF GENEVA, ILLINOIS  
STATE STREET SANITARY SEWER REPAIRS  
TRAFFIC CONTROL DETAILS**

SHEET 8 OF 9



**CITY OF GENEVA**  
**STATE STREET SANITARY SEWER REPAIRS**

# **Soil Boring and Pavement Core Report**



**TESTING SERVICE CORPORATION**

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May 15, 2020

Mr. Bobby Peters, P.E.  
Deuchler Engineering Corporation  
230 Woodlawn Avenue  
Aurora, Illinois 60506

RE: L-91,166A  
Geotechnical Exploration  
State Street Sanitary Sewer Replacement  
1st Street to River Lane  
Geneva, Illinois

Dear Mr. Peters:

This report presents results of the subsurface exploration performed in connection with the proposed State Street Sanitary Sewer replacement project in Geneva, Illinois. These geotechnical services have been provided in general accordance with TSC Proposal Number 64,881 Revised dated May 1, 2020 and the attached General Conditions incorporated herein by reference.

Our understanding of the existing site conditions and the proposed construction are as follows:

- The existing 8" sanitary sewer under the northern (westbound) half of State Street (Illinois Route 38) needs replacing. This sewer runs between a manhole just east of 1st Street on the west and a manhole at the intersection with River Lane on the east.
- The bottom-of-pipe (invert) depth ranges from about 12 feet at the east end to about 7 feet on the west end.
- It is expected that the sewer will be installed using open cut methods.

The results of field and laboratory testing and recommendations based upon these data are included in this report. It should be noted that specific means and methods recommendations are not included in the scope of our work.

**FIELD EXPLORATION AND LABORATORY TESTING**

A total of two (2) soil borings were performed as part of this exploration at the approximate locations determined by the Client. Boring 1 was drilled at the west end of the project in front of 27 West State Street. Boring 2 was drilled at the east of the project in front of 7 West State Street. Reference is made to the attached Boring Location Plan in the Appendix for the boring locations. The ground surface elevations at the borings were interpolated to the nearest half-foot based upon a topographic plan provided by the Client.

Borings 1 and 2 were drilled until auger refusal was met at depths of 15.8 and 7.1 below existing grade, respectively. They were drilled and samples tested according to currently recommended American Society for Testing and Materials specifications. Soil sampling was generally performed at 2-½ foot depth intervals in conjunction with the Standard Penetration Test, for which driving resistance to a 2" split-spoon sampler (N value in blows per foot) provides an indication of the relative density of granular materials and

consistency of cohesive soils. Water level readings were taken during and following completion of drilling operations.

Soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the Unified Soil Classification System. Laboratory testing included moisture content determinations for all cohesive and intermediate (silt or loamy) soil types. An estimate of unconfined compressive strength (Qp) was obtained for cohesive or intermediate soils using a calibrated pocket penetrometer. Dry unit weight tests were performed upon a sample clayey man-made fill soil.

Reference is made to the boring logs in the Appendix which indicate subsurface stratigraphy and soil descriptions, results of field and laboratory tests, as well as water level observations. Definitions of descriptive terminology are also included. While strata changes are shown as a definite line on the boring logs, the actual transition between material layers will probably be more gradual.

## **DISCUSSION OF TEST DATA**

### **Borings 1 and 2**

P.C Concrete pavement was found at the surface of Borings 1 and 2 drilled upon State Street. The concrete was found to be approximately 10.5 inches and 9.3 inches in thickness at Borings 1 and 2, respectively. It was underlain by crushed stone subbase extending to depths of 1.7 and 1.3 feet below existing grade, respectively.

Man-made fill materials were sampled below the subbase in Borings 1 and 2 extending to depths ranging from 3 to 4 feet below existing grade. The uppermost fill materials in Boring 2 consisted of clayey sand and gravel fill that exhibited a Standard Penetration Test "N" value of 35 blows per foot (bpf). The fill encountered was otherwise described as sandy clay. The sandy clay fill samples exhibited unconfined compressive strengths ranging from 0.75 to 1.0 tons per square foot (tsf) at moisture contents ranging from 17 to 19 percent.

Native, loose to medium dense sand or silty to clayey sand deposits with varying amounts of gravel and interbedded silt layers were encountered below sandy clay fill materials in Boring 1, extending to a depth of approximately 10.5 feet below existing grade. These intermediate-grained to granular soils exhibited N values of 4 to 17 bpf. Medium dense silt and silty fine sand layers which appeared to possibly represent weathered bedrock materials were encountered at a depth of 10.5 feet in Boring 1, extending to a depth of 11.5 feet.

Deposits described as very dense silty dolomite fragments were encountered at depths of 11.5 and 4.0 feet below existing grade in Borings 1 and 2, extending to depths of 13.0 and 4.7 feet, respectively. These materials appeared to represent weathered bedrock based upon the high Standard Penetration Test resistance and colorations. They exhibited N values greater than 50 bpf. Hard drilling, likely indicative of the presence of bedrock, was encountered at depths of 13.0 and 4.7 feet below existing grade in Borings 1 and 2, respectively, with N values of 100 blows for 0 inches penetration observed. Auger refusal on probable bedrock was met at depths of 15.8 and 7.1 feet in Borings 1 and 2, respectively. However, rock coring was not performed to confirm the presence of bedrock. It should be noted that soil borings are not always a reliable way to determine the depth of rock which is difficult to excavate using conventional excavation equipment. Consideration could be given to performing test pits if it is desired to more

conclusively determine the depth to bedrock materials. No free water was found in either Boring 1 or 2, neither during or upon completion of drilling.

**ANALYSIS AND RECOMMENDATIONS**

Summarized by boring location in the following table are the proposed approximate bottom-of-pipe (BOP) depths estimated from Plan and Profile and a description of the material found at or near the proposed BOP (invert) depth. Some comments are also provided regarding pipe support characteristics and/or special construction considerations indicated by the findings.

| Boring | Proposed Bottom-of-Pipe, Depth in Feet below Existing Grade | Material at or near Bottom-of Pipe (invert) Elevation   | Comments |
|--------|---|---|----------|
| 1      | 11.5  | Very moist medium dense Silt and silty fine Sand (possible weathered rock) over very dense Dolomite fragments (probable weathered rock) | S, R     |
| 2      | 7   | Probable Bedrock  | R        |

Legend

- S Very moist Silt or silty Sand deposits present at or near invert depth - anticipate that placement of an additional 6 to 12 inches of bedding may be needed if unstable conditions occur.
- R Possible or probable bedrock material present at or near proposed invert depth.

Medium dense, very moist silt and silty fine sand possible weathered bedrock materials were sampled at or near proposed invert depth at Boring 1. While these medium dense materials are considered stable in a confined state, they may appear soft and spongy when exposed by excavation. If the trench bottom is considered unstable, additional granular bedding - on the order of 6 to 18 inches - may be placed to provide a satisfactory base for pipe installation.

Very dense dolomite fragments and/or hard drilling believed to represent the presence of bedrock materials was found at or near the anticipated invert depth at Borings 1 and 2. Bedrock materials are generally considered suitable for pipe support. However, excavations into these materials may be very difficult, possibly requiring specialized rock excavation equipment. Also, the bedrock may contain seams of silt, clay or loamy sands which may become unstable when exposed by excavation. Additional gravel bedding may need to be placed if unstable conditions are observed.

**Construction Considerations/Excavations**

The borings encountered silt, sand and gravel soils at or above the proposed invert depth. Granular soil types (silt, sand or gravel) if encountered under hydrostatic pressure at the time of construction can lead to a running condition, where the materials in the side walls will rapidly slough or "flow" into the excavation. If allowed to occur, running soil conditions may lead to loss of ground and settlement in surrounding areas.

Running soil conditions can be controlled with a "tight" excavation support system, preconstruction dewatering procedures or a combination thereof.

To the extent that laborers will work in the excavation, protection against cave-ins must be provided. It should be noted that manmade fill, silt, sand and gravel materials were often found in the borings. These materials are prone to sloughing and caving into excavations. Protective measures should include the use of safety trench boxes, sheeting and bracing, or other appropriate methods. In this regard, the contractor must be responsible for meeting OSHA requirements, local regulations and/or project specifications with respect to the safety of his work force.

Weathered bedrock to relatively sound bedrock materials were encountered in the soil borings. These rock materials could cause difficulties during construction.

Lateral earth pressures for permanent underground structures will be dependent on the type of backfill used and groundwater levels. Equivalent fluid pressures are given for cohesive and granular backfills, assuming at-rest ( $K_0$ ) earth pressures. The values shown represent the increase in lateral pressure over a 1.0 foot distance measured in pounds per square foot (psf/ft).

| <u>BACKFILL TYPE</u> | <u>EQUIVALENT FLUID PRESSURE (PSF/FT)</u> |                          |
|----------------------|---|--------------------------|
|                      | <u>ABOVE WATER TABLE</u>                  | <u>BELOW WATER TABLE</u> |
| Granular             | 50  | 90                       |
| Cohesive             | 65  | 110                      |

### CLOSURE

This report includes information regarding subsurface conditions and general recommendations and considerations for the proposed sanitary sewer. It should be noted that means and methods of construction are the responsibility of the contractor. It is recommended that testing and observation services be provided by Testing Service Corporation personnel during construction.

The analysis and recommendations submitted in this report are based upon the data obtained from the two (2) soil borings performed at the locations indicated on the Boring Location Plans. This report does not reflect any variations which may occur between or beyond these borings, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

Please call if there are any questions or if we may be of further service on this project.

State Street Sanitary Sewer Replacement  
Geneva, Illinois  
L-91,166A - May 15, 2020

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Sincerely yours,

TESTING SERVICE CORPORATION

Prepared by,



Jeffrey L. Martin, P.E.  
Senior Geotechnical Engineer



Steven R. Koester  
Registered Professional Engineer  
Illinois No. 062-049549



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

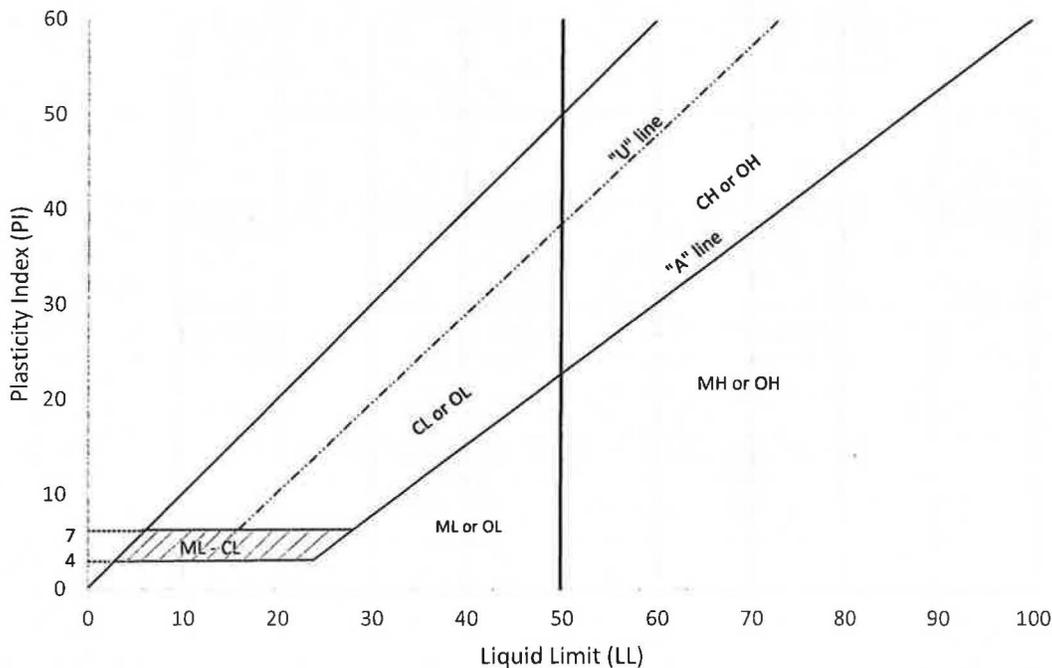
# Testing Service Corporation Unified Classification Chart



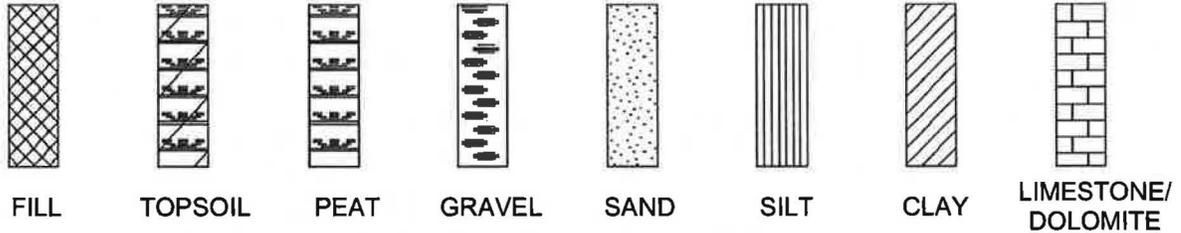
| CRITERIA FOR ASSIGNING GROUP SYMBOLS AND<br>GROUP NAMES USING LABORATORY TEST <sup>a</sup> |  |   |   | SOIL CLASSIFICATION |  |
|--|--|---|---|---------------------|--|
|  |  |   |   | Group<br>Symbol     | GROUP NAME <sup>b</sup>  |
| COARSE - GRAINED SOILS<br>more than 50% retained on No. 200<br>sieve                       | GRAVELS<br><br>More than 50% of<br>coarse fraction<br>retained on No. 4<br>sieve | CLEAN GRAVELS<br>less than 5% fines <sup>c</sup>          | $c_u \geq 4$ and $1 \leq c_c \leq 3$ <sup>e</sup>   | GW                  | Well-graded gravel <sup>f</sup>  |
|  |  |   | $c_u < 4$ and/or $1 > c_c > 3$ <sup>e</sup>   | GP                  | Poorly-graded gravel <sup>f</sup>  |
|  |  | GRAVELS WITH FINES<br>more than 12% fines <sup>c</sup>    | Fines classify as ML or MH  | GM                  | Silty gravel <sup>f, g, h</sup>  |
|  |  |   | Fines classify as CL or CH  | GC                  | Clayey gravel <sup>f, g, h</sup>   |
|  | SANDS<br><br>50% or more of coarse<br>fraction passes No. 4<br>sieve             | CLEAN SANDS<br>less than 5% fines <sup>d</sup>            | $c_u \geq 6$ and $1 \leq c_c \leq 3$ <sup>e</sup>   | SW                  | Well-graded sand <sup>i</sup>  |
|  |  |   | $c_u < 6$ and/or $1 > c_c > 3$ <sup>e</sup>   | SP                  | Poorly-graded sand <sup>i</sup>  |
|  |  | SANDS WITH FINES<br>more than 12% fines <sup>d</sup>      | Fines classify as ML or MH  | SM                  | Silty sand <sup>a, h, f</sup>  |
|  |  |   | Fines classify as CL or CH  | SC                  | Clayey sand <sup>a, h, f</sup>   |
| FINE - GRAINED SOILS<br>50% or more passed the No. 200 sieve                               | SILTS & CLAYS<br><br>Liquid limit less than<br>50%                               | Inorganic   | $PI > 7$ or plots on or above "A" line <sup>j</sup>   | CL                  | Lean clay <sup>k, l, m</sup>   |
|  |  |   | $PI < 4$ or plots below "A" line <sup>j</sup>   | ML                  | Silt <sup>k, l, m</sup>  |
|  |  | Organic   | $\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$ | OL                  | Organic clay <sup>k, l, m, n</sup><br>Organic silt <sup>k, l, m, o</sup> |
|  |  |   | $PI$ plots on or above "A" line   | CH                  | Fat clay <sup>k, l, m</sup>  |
|  | SILTS & CLAYS<br><br>Liquid limit 50% or<br>more                                 | Inorganic   | $PI$ plots below "A" line   | MH                  | Elastic silt <sup>k, l, m</sup>  |
|  |  | Organic   | $\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$ | OH                  | Organic clay <sup>k, l, m, p</sup><br>Organic silt <sup>k, l, m, q</sup> |
|  |  |   | $PI$ plots on or above "A" line   | PT                  | Peat   |
|  |  |   | $PI$ plots below "A" line   | PT                  | Peat   |
| Highly organic soils   |  | Primarily organic matter, dark in color, and organic odor |   | PT                  | Peat   |

- a. Based on the material passing the 3-inch (75-mm) sieve.  
 b. If field sample contained cobbles and/or boulders, add "with cobbles and/or boulders" to group name  
 c. Gravels with 5 to 12% fines required dual symbols  
 GW-GM well graded gravel with silt  
 GW-GC well graded gravel with clay  
 GP-GM poorly graded gravel with silt  
 GP-GC poorly graded gravel with clay  
 d. Sands with 5 to 12% fines require dual symbols  
 SW-SM well graded sand with silt  
 SW-SC well graded sand with clay  
 SP-SM poorly graded sand with silt  
 SP-SC poorly graded sand with clay  
 e.  $c_u = D_{60}/D_{10}$   $c_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

- f. If soils contains  $\geq 15\%$  sand, add "with sand" to group name.  
 g. If fines classify as CL-ML, use dual symbol GC-GM, SC-SM  
 h. If fines are organic, add "with organic fines" to group name  
 i. If soils contains  $\geq 15\%$  gravel, add "with gravel" to group name  
 j. If Atterberg Limits plot in hatched area, soil is a CL - ML, silty clay  
 k. If soils contains 15 to 29% plus No. 200, add "with sand" or "with gravel" whichever is predominant  
 l. If soil contains  $\geq 30\%$  plus No. 200, predominantly sand, add "sandy" to group name.  
 m. If soils contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name  
 n.  $PI \geq 4$  and plots on or above "A" line  
 o.  $PI \geq 4$  and plots below "A" line  
 p.  $PI$  plots on or above "A" line  
 q.  $PI$  plots below "A" line



## LEGEND FOR BORING LOGS



|    | <u>SAMPLE TYPE</u>      |   | <u>WATER LEVEL OBSERVATIONS</u> |
|----|-------------------------|---|---------------------------------|
| SS | = Split-Spoon           | ▼ | While Drilling                  |
| ST | = Thin-Walled Tube      | ▽ | End of Boring                   |
| A  | = Auger                 | ▼ | 24 Hours                        |
| MC | = Macro-Core (Geoprobe) |   |                                 |

### FIELD AND LABORATORY TEST DATA

|                  |   |   |
|------------------|---|---|
| N                | = | Standard Penetration Resistance in Blows per Foot (bpf)       |
| WC               | = | In-Situ Water Content (%)                                     |
| Qu               | = | Unconfined Compressive Strength in Tons per Square Foot (tsf) |
|                  | * | Pocket Penetrometer Reading: Maximum Value = 4.5 tsf          |
| Y <sub>dry</sub> | = | Dry Unit Weight in Pounds per Cubic Foot (pcf)                |

### SOIL DESCRIPTIONS:

| <u>MATERIAL</u> | <u>PARTICLE SIZE RANGE</u>    |
|-----------------|-------------------------------|
| BOULDER         | Over 12 inches                |
| COBBLE          | 12 inches to 3 inches         |
| Large GRAVEL    | 3 inches to ¾ inch            |
| Small GRAVEL    | ¾ inch to No. 4 Sieve         |
| Coarse SAND     | No. 4 Sieve to No. 10 Sieve   |
| Medium SAND     | No. 10 Sieve to No. 40 Sieve  |
| Fine SAND       | No. 40 Sieve to No. 200 Sieve |
| SILT and CLAY   | Passing No. 200 Sieve         |

| <u>COHESIVE SOILS</u> |                 | <u>COHESIONLESS SOILS</u> |                |
|-----------------------|-----------------|---------------------------|----------------|
| <u>CONSISTENCY</u>    | <u>Qu (tsf)</u> | <u>RELATIVE DENSITY</u>   | <u>N (bpf)</u> |
| Very Soft             | Less than 0.25  | Very Loose                | 0 – 3          |
| Soft                  | 0.25 to 0.5     | Loose                     | 4 – 9          |
| Medium Stiff          | 0.5 to 1.0      | Medium Dense              | 10 – 29        |
| Stiff                 | 1.0 to 2.0      | Dense                     | 30 – 49        |
| Very Stiff            | 2.0 to 4.0      | Very Dense                | 50 and over    |
| Hard                  | 4.0 and over    |                           |                |

| <u>MODIFYING TERM</u> | <u>PERCENT BY WEIGHT</u> |
|-----------------------|--------------------------|
| Trace                 | 1 – 10                   |
| Little                | 10 – 20                  |
| Some                  | 20 – 35                  |

PROJECT **State Street Sanitary Sewer, 1st Street to River Lane, Geneva, Illinois**



CLIENT **Deucher Engineering, Aurora, Illinois**

BORING **1** DATE STARTED **5-8-20** DATE COMPLETED **5-8-20** JOB **L-91,166A**

ELEVATIONS  
 GROUND SURFACE **700.0**  
 END OF BORING **684.2**

WATER LEVEL OBSERVATIONS  
 ▼ WHILE DRILLING **Dry**  
 ▼ AT END OF BORING **Dry**  
 ▼ 24 HOURS

| DISTANCE BELOW SURFACE IN FEET | LENGTH RECOVERY | SAMPLE |      | N      | WC          | Qu    | $\gamma_{DRY}$ | DEPTH | ELEV. | SOIL DESCRIPTIONS   |
|--------------------------------|-----------------|--------|------|--------|-------------|-------|----------------|-------|-------|---|
|                                |                 | NO.    | TYPE |        |             |       |                |       |       |   |
| 0                              |                 |        |      |        |             |       |                |       |       | 10.5" P. C. Concrete  |
| 0.9                            |                 |        |      |        |             |       |                |       | 699.1 | Brown silty SAND and GRAVEL (crushed stone) Subbase, moist (SM/GM)  |
| 1.7                            |                 | A 1    | SS   | 4      | 7.4<br>18.6 | 0.75* | 117            |       | 698.3 | FILL - Gray and dark gray sandy CLAY, trace gravel and organic, very moist (CL)   |
| 3.0                            |                 | B      |      |        |             |       |                |       | 697.0 |   |
| 5                              |                 | 2      | SS   | 5      | 14.6        | 0.75* |                |       |       | Loose brown and gray silty, clayey SAND, trace gravel, very moist (SC-SM)   |
| 5.5                            |                 |        |      |        |             |       |                |       | 694.5 |   |
| 8.0                            |                 | 3      | SS   | 17     | 8.2         |       |                |       |       | Medium dense brown SAND, some gravel, occasional silt seams, moist (SP-SM)  |
| 10                             |                 |        |      |        |             |       |                |       | 692.0 |   |
| 10.5                           |                 | 4      | SS   | 4      | 13.6        |       |                |       |       | Loose brown silty fine SAND and clayey SILT layers, trace gravel, very moist (SM/ML)  |
| 11.5                           |                 | A 5    | SS   | 78     | 22.5        |       |                |       | 689.5 | Medium dense orange-brown SILT and silty fine SAND, very moist (ML/SM)  |
| 11.5                           |                 | B      |      |        | 4.2         |       |                |       | 688.5 | (possible weathered bedrock)<br>Very dense yellow-brown silty DOLOMITE fragments, moist (GM)  |
| 13.0                           |                 | 6      | SS   | 100/0" |             |       |                |       | 687.0 | (probable weathered bedrock)  |
| 15                             |                 | 7      | SS   | 100/0" |             |       |                |       |       | Hard drilling - probable bedrock<br>Samples 6 and 7 - no recovery   |
| 20                             |                 |        |      |        |             |       |                |       |       | * Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.<br><br>Auger refusal at 15.8 feet on probable bedrock. |
| 25                             |                 |        |      |        |             |       |                |       |       |   |

TSC\_EOB 91166.GPJ TSC\_ALL.GDT 5/15/20

DRILL RIG NO. **334**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

End of Boring at 15.8'

PROJECT **State Street Sanitary Sewer, 1st Street to River Lane, Geneva, Illinois**



CLIENT **Deucher Engineering, Aurora, Illinois**

BORING **2** DATE STARTED **5-8-20** DATE COMPLETED **5-8-20** JOB **L-91,166A**

ELEVATIONS  
 GROUND SURFACE **685.5**  
 END OF BORING **678.4**

WATER LEVEL OBSERVATIONS  
 ▽ WHILE DRILLING **Dry**  
 ▽ AT END OF BORING **Dry**  
 ▽ 24 HOURS

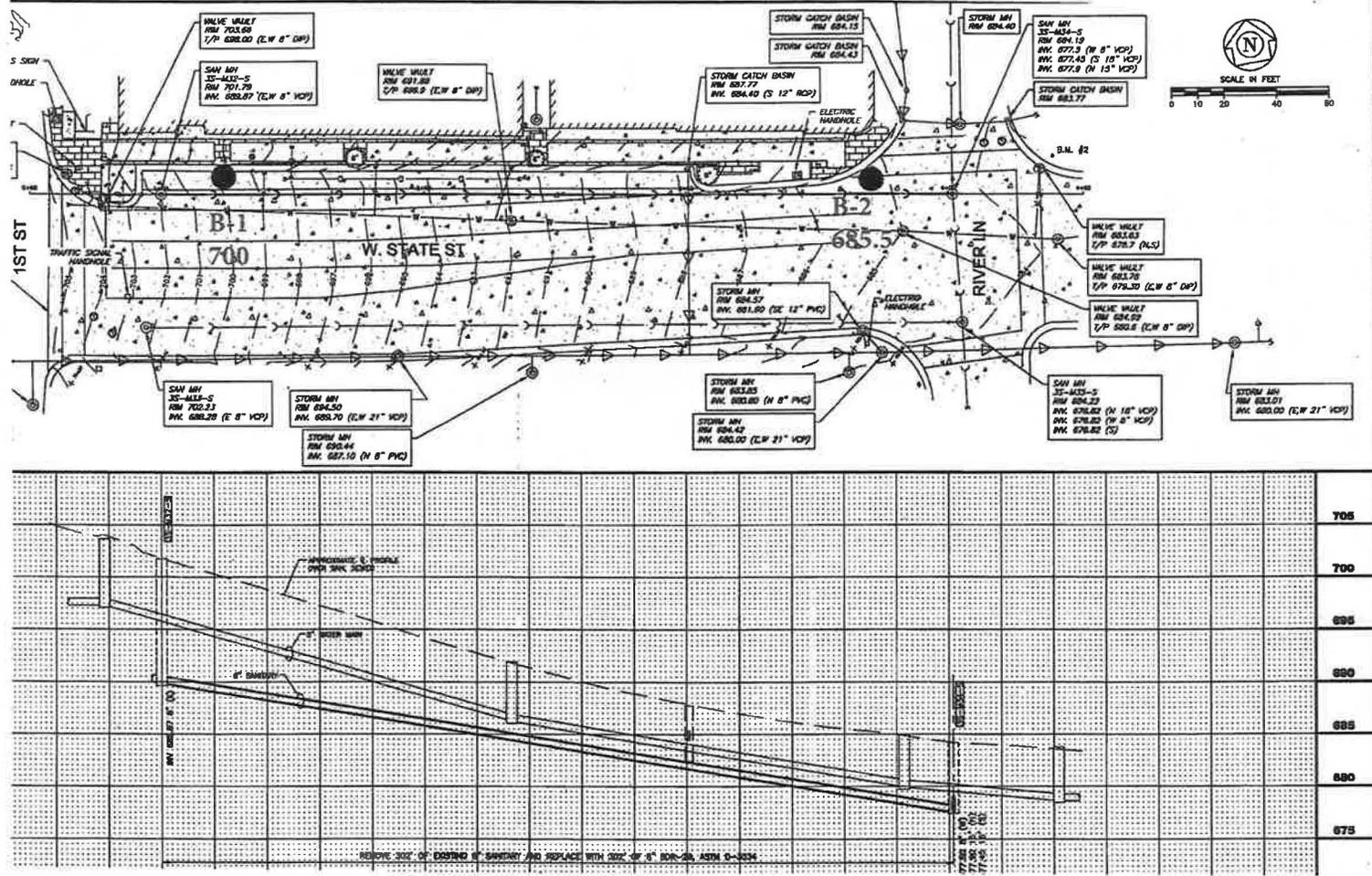
| DISTANCE BELOW SURFACE IN FEET | LENGTH RECOVERY | SAMPLE |      | N      | WC   | Qu   | γ <sub>DRY</sub> | DEPTH | ELEV. | SOIL DESCRIPTIONS  |
|--------------------------------|-----------------|--------|------|--------|------|------|------------------|-------|-------|--|
|                                |                 | NO.    | TYPE |        |      |      |                  |       |       |  |
| 0                              |                 |        |      |        |      |      |                  |       |       | 9.3" P. C. Concrete  |
|                                |                 |        |      |        |      |      |                  | 0.8   | 684.7 | Crushed Stone Subbase  |
|                                |                 |        |      |        |      |      |                  | 1.3   | 684.2 | FILL - Gray and dark gray silty, clayey SAND and GRAVEL, trace organic, very moist (GC/GM)                 |
|                                |                 | 1      | SS   | 35     | 12.6 |      |                  | 3.0   | 682.5 | FILL - Gray and dark gray sandy CLAY, trace gravel and organic, very moist (CL)                            |
|                                |                 | A      | SS   | 50/3"  | 17.2 | 1.0* |                  | 4.0   | 681.5 | Very dense tan silty DOLOMITE fragments, slightly moist (GM)   |
| 5                              |                 | 2<br>B |      |        | 2.4  |      |                  | 4.7   | 680.8 | (probable weathered bedrock)<br>Hard drilling - probable bedrock   |
|                                |                 | 3      | SS   | 100/0" |      |      |                  |       |       | Sample 3 - no recovery   |
| 10                             |                 |        |      |        |      |      |                  |       |       | * Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer. |
|                                |                 |        |      |        |      |      |                  |       |       | Auger refusal at 7.1 feet on probable bedrock.   |
| 15                             |                 |        |      |        |      |      |                  |       |       |  |
| 20                             |                 |        |      |        |      |      |                  |       |       |  |
| 25                             |                 |        |      |        |      |      |                  |       |       |  |

TSC\_EOB 91166.GPJ TSC\_ALL.GDT 5/15/20

DRILL RIG NO. **334**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

End of Boring at 7.1'



**Boring Location Plan**  
 State Street San Sewer Replacement  
 1st Street to River Lane  
 Geneva, IL

Ground surface elevations interpolated to nearest half-foot.

|  |                    |                 |
|--|--------------------|-----------------|
| <b>TESTING SERVICE CORPORATION</b><br>650 PEACE ROAD<br>DeKALB, ILLINOIS 60115 | DRAWN BY: srk      | PAGE NO.<br>1/1 |
|  | CHECKED BY:        |                 |
|  | JOB NO.: L-91,166A |                 |
|  | DATE: May 13, 2020 |                 |

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