



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Sanitary Manhole Replacement		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	October 4, 2021		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII, ESII			
Estimated Cost: \$139,590	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary:</b>			
<p>Four sanitary sewer manholes have degraded beyond repair and are in need of complete replacement. The bid was advertised in the Daily Herald and the City web site with six contractors submitting bids. Although Swallow Construction Company was the apparent low bidder, their bid was incomplete and contained a math error. As a result, Boulder Contractors, Inc, is deemed the lowest responsible bidder. A 10% contingency is recommended to be included in the overall not-to-exceed amount to account for any unforeseen field changes that may occur. Any field changes (Change Orders) require approval by the City Administrator. The three manholes on W. State Street will involve lane closures. Work may be done overnight to lessen the impact on businesses and vehicle traffic on State Street. Staff will use a combination of individual meetings, letters, traffic signs, and social media to communicate with the public.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Bid Summary</li> <li>• Engineer's Recommendation</li> <li>• Manhole Locations</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to execute a contract with Boulder Contractors, Inc. at a cost of \$126,900 and allow the City Administrator to approve up to \$12,690 in change orders for a total not-to-exceed amount of \$139,590.</p>			

**RESOLUTION NO. 2021-82**

**RESOLUTION AUTHORIZING EXECUTION OF  
Contract for Sanitary Manhole Replacement**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Bolder Contractors, Inc., for sanitary manhole replacement.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2021

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**TABULATION SHEET**

<b>2021 Manhole Reconstruction City of Geneva, IL Bid Date September 27, 2021</b>				Swallow Construction Corp., West Chicago IL		Bolder Contractors Inc., Cary IL		Martam Construction Inc., Elgin IL		Conley Excavaing Inc., Morris IL		Performance Construction and Engineering LLC., Plano IL		Sheridan Plumbing and Sewer Inc. Bedford Park IL	
Item No.	Description of Work	Units	Quantity	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Remove & Replace Sanitary Manhole, 4' Dia., Type A, w/Frame and Lid	EA	4	\$18,250.00	\$ 73,000.00	\$20,000.00	\$ 80,000.00	\$13,660.00	\$ 54,640.00	\$19,200.00	\$ 76,800.00	\$27,000.00	\$ 108,000.00	\$36,900.00	\$ 147,600.00
2	Unstable Soil Removal and Replacement (12" Thick)*	LF	5	\$5.00	\$ 25.00	\$20.00	\$ 100.00	\$144.00	\$ 720.00	\$140.00	\$ 700.00	\$30.00	\$ 150.00	\$100.00	\$ 500.00
3	CLSM Trench Backfill	CY	120	\$120.00	\$ 14,400.00	\$140.00	\$ 16,800.00	\$163.00	\$ 19,560.00	\$200.00	\$ 24,000.00	\$25.00	\$ 3,000.00	\$145.00	\$ 17,400.00
4	Selected Granular Trench Backfill	CY	40	\$30.00	\$ 1,200.00	\$40.00	\$ 1,600.00	\$49.00	\$ 1,960.00	\$100.00	\$ 4,000.00	\$25.00	\$ 1,000.00	\$25.00	\$ 1,000.00
5	Detector Loop Repair*	LS	1	\$500.00	\$ 500.00	\$1,000.00	\$ 1,000.00	\$1,500.00	\$ 1,500.00	\$10,000.00	\$ 10,000.00	\$1,000.00	\$ 1,000.00	\$5,000.00	\$ 5,000.00
6	HMA Class 'D' Patching, Binder (1" Thick)	SY	150	\$12.00	\$ 1,800.00	\$20.00	\$ 3,000.00	\$18.00	\$ 2,700.00	\$10.00	\$ 1,500.00	\$30.00	\$ 4,500.00	\$25.00	\$ 3,750.00
7	HMA Class 'D' Patching, Surface Course (1" Thick)	SY	85	\$16.00	\$ 1,360.00	\$20.00	\$ 1,700.00	\$18.00	\$ 1,530.00	\$10.00	\$ 850.00	\$30.00	\$ 2,550.00	\$25.00	\$ 2,125.00
8	PCC Base Course (1" Thick)*	SY	235	\$16.00	\$ 3,760.00	\$20.00	\$ 4,700.00	\$10.00	\$ 2,350.00	\$12.00	\$ 2,820.00	\$15.00	\$ 3,525.00	\$50.00	\$ 11,750.00
9	Epoxy Pavement Markings	LS	1	\$12.00	\$ 12.00	\$1,000.00	\$ 1,000.00	\$1,500.00	\$ 1,500.00	\$20,000.00	\$ 20,000.00	\$500.00	\$ 500.00	\$3,800.00	\$ 3,800.00
10	Vacuum Testing	EA	4	\$250.00	\$ 1,000.00	\$400.00	\$ 1,600.00	\$850.00	\$ 3,400.00	\$1,000.00	\$ 4,000.00	\$500.00	\$ 2,000.00	\$400.00	\$ 1,600.00
11	Stormwater Pollution Prevention	LS	1	\$500.00	\$ 500.00	\$400.00	\$ 400.00	\$2,500.00	\$ 2,500.00	\$2,000.00	\$ 2,000.00	\$500.00	\$ 500.00	\$500.00	\$ 500.00
12	Traffic Control and Worksite Protection	LS	1	\$15,000.00	\$ 15,000.00	\$15,000.00	\$ 15,000.00	\$48,000.00	\$ 48,000.00	\$35,000.00	\$ 35,000.00	\$30,500.00	\$ 30,500.00	\$10,500.00	\$ 10,500.00
<b>TOTAL AMOUNT OF BID -</b>					\$ 108,797.00		\$ 126,900.00		\$ 140,360.00		\$ 181,670.00		\$ 157,225.00		\$ 205,525.00

September 29, 2021

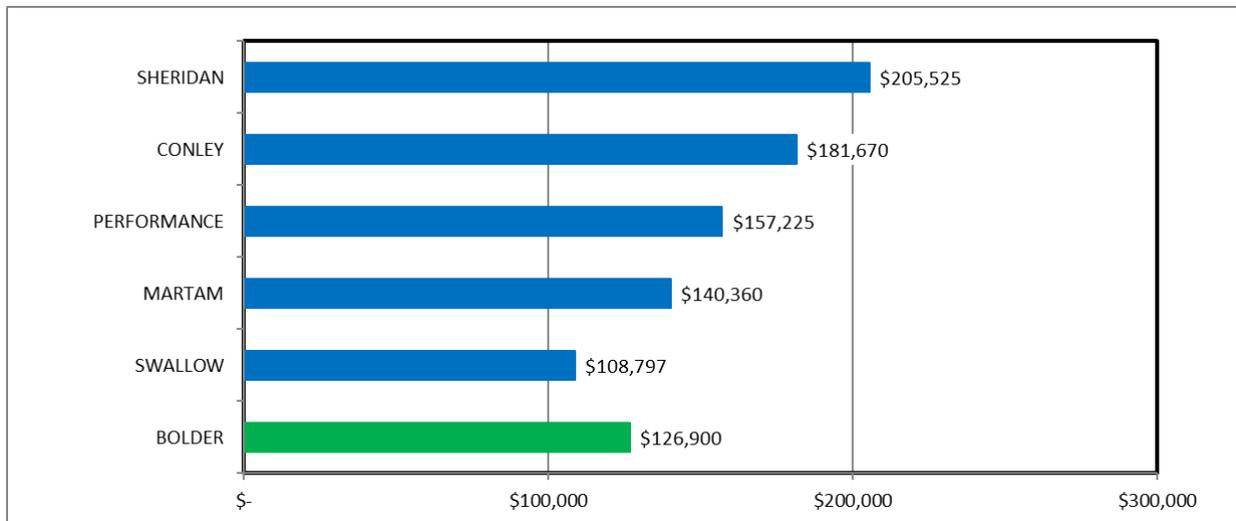
Mr. Bob VanGyseghem  
 Superintendent of Water & Wastewater  
 City of Geneva  
 1800 South Street  
 Geneva, IL 60134

RE: 2021 Sanitary Manhole Reconstruction  
 Engineer's Review of Bids  
 Deuchler Job No. 190-19012-00-1600

Bob,

Bids were opened for the 2021 Sanitary Manhole Reconstruction project on September 27, 2021. A total of six bids were submitted for the project as summarized in the table below. Deuchler Engineering has reviewed the bids and found Bolder Contractors Inc., to be the low responsible bidder at \$126,900.00. Swallow Construction had the lowest contract price, but did not submit a complete bid form.

The following is a summary of the Bids:



The review of the bid documents submitted by Bolder Contractors Inc. was complete and accurate. We contacted their references to evaluate their qualifications to perform the proposed work. In addition, we contacted Bolder Contractors directly to review their bid prices and understanding of the scope of work to be completed. Based on our discussion, Bolder

Contractors Inc. is confident in their bid and has demonstrated a full understanding of the scope of work.

Based upon the satisfactory responses to our inquiry, it is our recommendation that the City of Geneva award the above referenced project to the low bidder for the amount of \$126,900.00.

Thank you for the opportunity to be of service to the City. We look forward to the successful completion of the 2021 Sanitary Manhole Reconstruction project.

If you have any questions concerning this material, please contact the undersigned.

Very Truly Yours,

Bobby Peters, P.E.  
Deuchler Engineering

cc: John Frerich, Deuchler

PEYTON ST.

210

CHARLES ST.

GRANT AVE.

LOGAN AVE.

LINCOLN AVE.

STATE ST.

KANEVILLE RD.



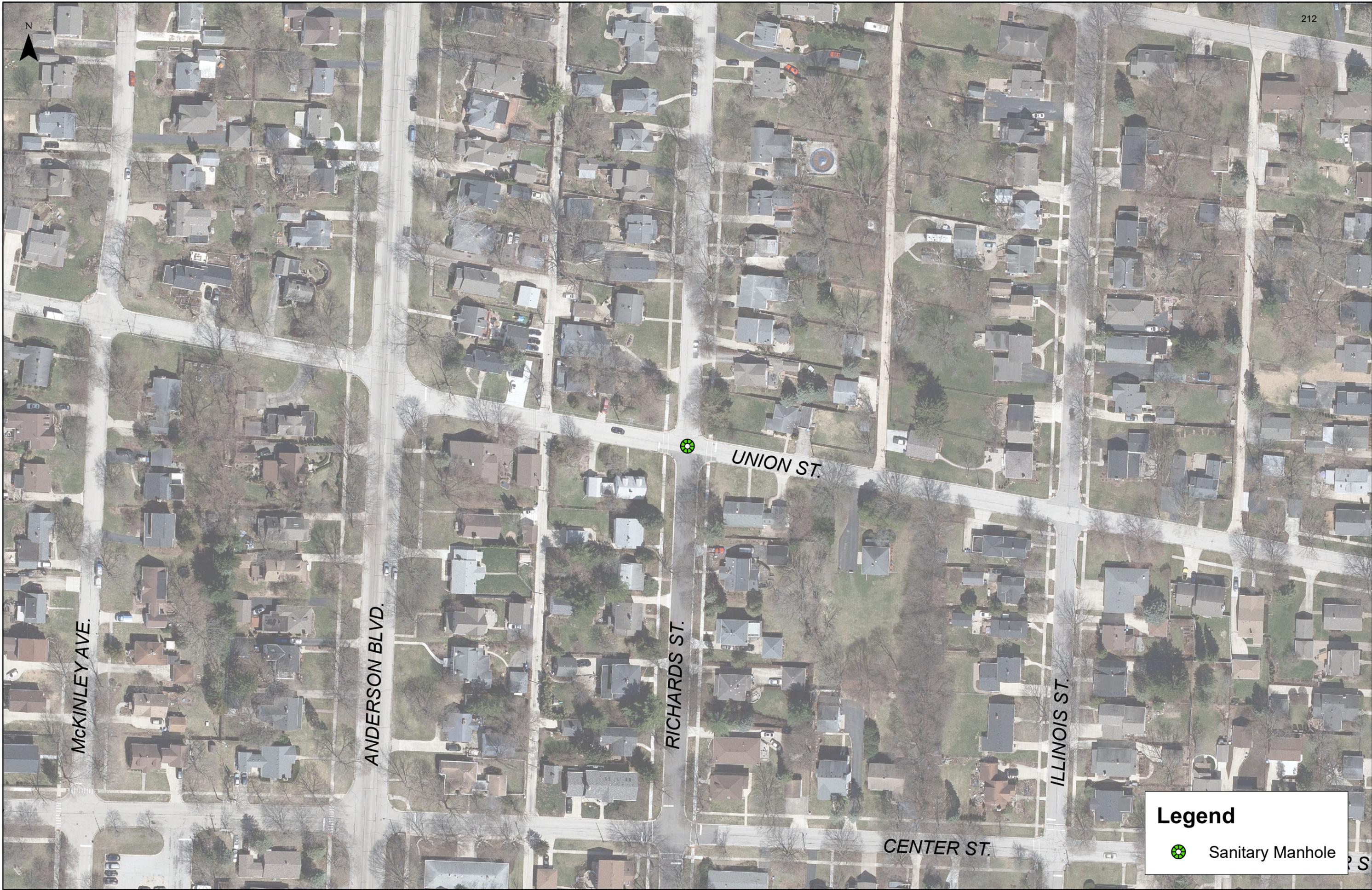
**Legend**

-  Sanitary Manhole



**Legend**

 Sanitary Manhole



McKINLEY AVE.

ANDERSON BLVD.

RICHARDS ST.

UNION ST.

CENTER ST.

ILLINOIS ST.

**Legend**

-  Sanitary Manhole

Contractor's Name: Bolder Contractors  
Address/ City, State: 316 Cary Point Dr.  
Telephone: Cary, IL 60013  
Fax: \_\_\_\_\_

PROJECT NO. 190-19012-00-1600

# Contract Documents

For

## 2021 SANITARY MANHOLE RECONSTRUCTION



2021

 <p>ROBERT J. PETERS, P.E. DEUCHLER ENGINEERING CORP. PROFESSIONAL ENGINEER 062-071743</p> <p><i>Robert J. Peters</i></p> <p>DATE: 9-1-2021 EXP: 11-31-2021</p>	 <p>DEUCHLER ENGINEERING CORP. 184-001830 PROFESSIONAL DESIGN FIRM CORPORATION STATE OF ILLINOIS AURORA, ILLINOIS</p> <p><i>[Signature]</i></p> <p>DATE: 9-1-2021 EXP: 4-30-2023</p>
<p>ROBERT J. PETERS, P.E. DEUCHLER ENGINEERING CORP. PROFESSIONAL ENGINEER 062-071743</p> <p>RESPONSIBLE FOR ALL DRAWINGS AND SPECIFICATIONS</p>	<p>DEUCHLER ENGINEERING CORP. PROFESSIONAL DESIGN FIRM CORPORATION</p>

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



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**CITY OF GENEVA**  
2021 SANITARY MANHOLE RECONSTRUCTION

# **BIDDING DOCUMENTS**



**SECTION 00020**

**ADVERTISEMENT FOR BIDS**

**2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021**

Sealed **Bids** submitted in duplicate in a sealed envelope with the words “2021 Sanitary Manhole Reconstruction” clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 A.M. Monday September 27, 2021** 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 Sanitary Sewer Lining, Grouting, Manhole Rehabilitation and Construction, and 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 9<sup>th</sup> day of September, 2021

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**SECTION 00100**  
**INSTRUCTIONS FOR BIDDERS**

**2021 SANITARY MANHOLE RECONSTRUCTION**  
**CITY OF GENEVA**  
**2021**

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 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 **27<sup>th</sup> day of September, 2021**, 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 "**2021 SANITARY MANHOLE RECONSTRUCTION**", 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.**

**2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021**

**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

2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021

Proposal of Bowen Contractors  
(hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois, doing business as \_\_\_\_\_ (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>1</u>	_____
<u>2</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	Remove & Replace Sanitary Manhole, 4' Dia., Type A, w/Frame and Lid	4	EA	20,000 <sup>-</sup>	<del>80,000</del> 80,000 <sup>-</sup>
2	Unstable Soil Removal and Replacement (12" Thick)*	5	LF	20 <sup>-</sup>	100 <sup>-</sup>
3	CLSM Trench Backfill	120	CY	140 <sup>-</sup>	16,800 <sup>-</sup>
4	Selected Granular Trench Backfill	40	CY	40 <sup>-</sup>	1,600 <sup>-</sup>
5	Detector Loop Repair*	1	LS	1,000 <sup>-</sup>	1,000 <sup>-</sup>
6	HMA Class 'D' Patching, Binder (1" Thick)	150	SY	20 <sup>-</sup>	3,000 <sup>-</sup>
7	HMA Class 'D' Patching, Surface Course (1" Thick)	85	SY	20 <sup>-</sup>	1,700 <sup>-</sup>
8	PCC Base Course (1" Thick)*	235	SY	20 <sup>-</sup>	4,700 <sup>-</sup>
9	Epoxy Pavement Markings	1	LS	1,000 <sup>-</sup>	1,000 <sup>-</sup>
10	Vacuum Testing	4	EA	400 <sup>-</sup>	1,600 <sup>-</sup>
11	Stormwater Pollution Prevention	1	LS	400 <sup>-</sup>	400 <sup>-</sup>
12	Traffic Control and Worksite Protection	1	LS	15,000 <sup>-</sup>	15,000 <sup>-</sup>
Total Amount of Bid					<del>126,906</del> 126,906 <sup>-</sup>

\*Quantities are estimated and maybe 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 30 Days after the Notice to Proceed and will meet Final Completion 45 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 \$ Bid Bond, 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 9/24/21 day of \_\_\_\_\_, 2021.

If an individual, sign  
and give address

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

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

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

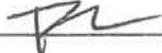
Address \_\_\_\_\_

Name and Addresses  
of Individual Partners

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

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

Corporate Name  
Address Bowen Contractors  
316 Cary Pl. Dr  
Cary IL 60013

By 

Attest:  
  
Secretary

Corporate Seal







# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Bolder Contractors, Inc.  
316 Cary Point Drive  
Cary, IL 60013

### OWNER:

(Name, legal status and address)

City of Geneva  
22 South First Street  
Geneva, IL 60134

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056  
Mailing Address for Notices  
1411 Opus Place Suite 450  
Downers Grove, IL 60515

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.

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

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

2021 Sanitary Manhole Reconstruction

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 27th day of September, 2021

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Bolder Contractors, Inc.

(Principal)

(Seal)

By:

(Title) Robert Gwasda - President

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By:

(Title) Stephen T. Kazmer Attorney-in-Fact





State of Illinois  
County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Alexa Costello Notary Public of DuPage County, in the State of Illinois,  
do hereby certify that Stephen T. Kazmer Attorney-in-Fact, of the Fidelity and Deposit  
Company of Maryland who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
said County, this 27th day of September, 2021.



Alexa Costello  
Notary Public Alexa Costello  
My Commission expires: November 19, 2023



Bond Number Bid Bond

Obligee City of Geneva

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephen T. Kazmer, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

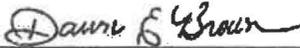
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*  
Vice President



By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



## 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 **2021 SANITARY SEWER RECONSTRUCTION**.

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

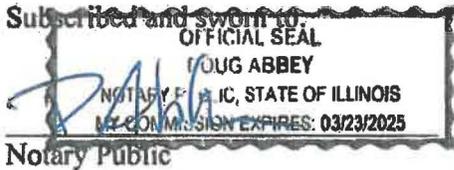
The Contractor has a written sexual harassment policy in place in full compliance with all applicable state and local laws and policies.

#### 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.



before me this \_\_\_\_\_ day of 9/24/21, 2021.

[Signature]  
Authorized Agent of Contractor

[Signature]  
Title

Bowser  
Company

9/24/21  
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, ROBERT GWINA, do hereby certify that:  
Name

1. I am president of the Borden Contractors  
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 Borden Contractors

Signature [Signature]

Title pres

Date 9/24/21



Corporate Seal (where appropriate)

On this 9/24/21 day of \_\_\_\_\_, 2021, before me appeared  
(Name) ROBERT GWASIA to me personally known, who, being duly  
sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized  
by  
(Name of Firm)  
to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_



Commission Expires

Notary Seal



**SECTION 00320**

**CERTIFICATION OF DEBARMENT**

EPA Project Control #: \_\_\_\_\_  
\_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters**

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

ROBERT GWIASDA

(Typed Name & Title of Authorized Representative)



(Signature of Authorized Representative)

(Date)

I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)



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SECTION 00330

AFFIDAVIT OF EXPERIENCE

2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021

STATE OF IL)  
COUNTY OF Madison)SS

Robert Gwiazda, hereinafter called Principal,  
Corporation, Partnership or Individual and which has done work for the following parties of the general  
kind and approximate magnitude under this contract:

<u>Name of Owner</u>	<u>Phone #</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>See ATT</u>			

and that Robert Gwiazda (Name of said Principal, Corporation, Partnership or Individuals)  
available for immediate use on the proposed work the following plant and equipment:



**CERTIFICATION:**

**CONTRACTOR**

BY:

NAME:

TITLE:

ADDRESS:

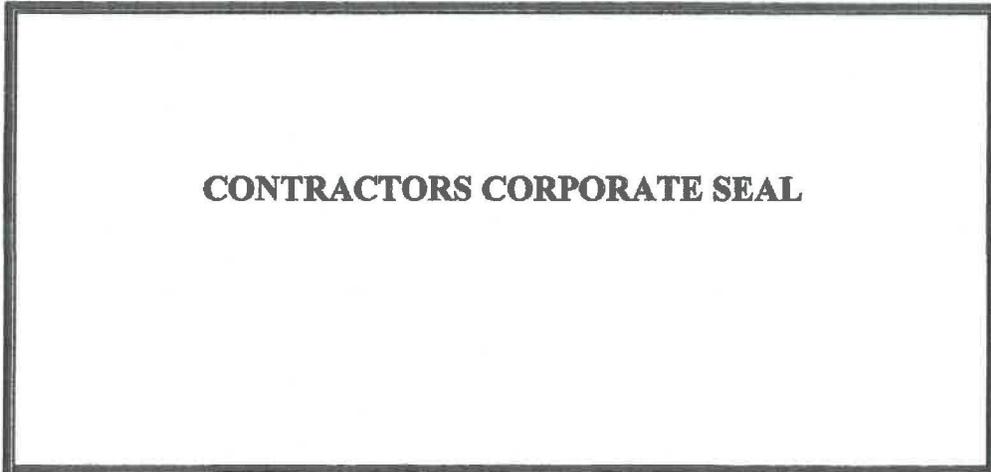
ROBERT GVIASTA

*[Signature]*

(PRINCIPAL)

pres

BOLDER CONTRACTORS, 316 CAM PT. DR, CAM, IL 60013



**ATTEST**

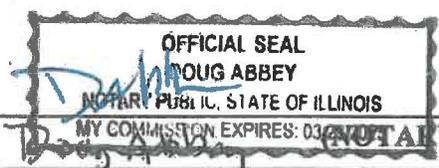
BY:

NAME:

ADDRESS:

*[Signature]*

ROB DAHLING



*[Signature]*

NOTARY PUBLIC





**Contractors, Inc.**

Sewer, Watermain and Road Construction

316 Cary Point Drive  
Cary, IL 60013

847.236.0785  
Fax 847.236.0786

### References and Sample of Completed Projects

2020- Village of Orland Park- Fairway watermain 5000lf 8" wm, services and road restoration. Jim Amelio 847-823-0500	\$2.1M
2020- Village of Palatine- Kasuba forecmain- 4500 lf 16" sewer with road And parkway restoration. George Ruppert 847-202-6963	\$1.9M
2020- Village of Glenview Longvalley Improvements. 5000 lf of storm sewer, Watermain and complete road reconstruction. Tim Swister 847 514-5705	\$3.0M
2019- City of Evanston Oakton watermain 2500 lf 24" wm and road Restoration. Paul Moyano 312- 286-0258	\$2.9M
2019- City of Lake Forest- Old Elm Storm sewer 1500lf 54"-42" sewer And road restoration. Bernard Pondexter 847-613-5562	\$1.5M
2018- MGNWC- 15,000lf of 16" and 20" dip watermain, directional boring and road restoration. Jared Hamilton 773-269-8775	\$12.5M
2018- City of Evanston Interconnect and Meter Vault- connections to 36" pccp Watermain, meter vault, scada, 24" wm. Dave Stoneback 847-328-2100.	\$1.2M
2018- MGNWC- 1500 lf 24" dip wm open cut and directional bore with restoration. Kirk Hipps 847-858-9255	\$1.8M
2016- Village of Niles- Cleveland Corridor Sewer. Approximately 16,000 lf 72"-12" storm and sanitary sewer, road restoration. Tim Obrien 847-878-4498	\$8.9M
2016- City of Evanston Sheridan Road Watermain- Approximately 3500 lf of 18" watermain open cut and lining with road restoration.Dave Stoneback 847-328-2100	\$3.7M
2016- City of Elmhurst- First and Myrtle Storm Sewer- 8000 lf of 72"-8" storm and sanitary sewer/watermain, complete road restoration, rock excavation Kent Johnson City of Elmhurst 630-530-3000	\$4.6M
2015- Village of River Forest- 22,000lf of storm sewer 96"-12" and various Sanitary and watermain installations and service relocations. Partial and full roadway Reconstruction. Jeff Loster Village of River Forest 708-714-3551	\$13.8M



**SECTION 00335  
AFFIDAVIT OF LITIGATION HISTORY**

**2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021**

STATE OF IL )  
COUNTY OF McHenry )SS

I, Robert Guisasa, on oath state that the information presented below is a complete accounting of the last ten years of litigation history for the Contractor:

YEAR	CASE/ DOCKET NUMBER	COURT OF JURISDICTION	INDICATE IF CONTRACTOR WAS PLAINTIFF OR DEFENDANT	INDICATE THE NAME OF THE OPPOSING PARTY or PARTIES	<u>DISPOSITION OFCASE</u>  INDICATE MONETARY AWARD TO PLAINTIFF/ DEFENDANT / OR SETTLEMENT  OR CURRENTLY 'ON-GOING'
<u>None</u>					

Add Additional pages if necessary.



**CERTIFICATION:**

**CONTRACTOR**

BY: DL  
(PRINCIPAL)

NAME: Roberts Gw. as ra

TITLE: pres

ADDRESS Bowen, 316 Cary Pt Dr, Cary IL 60013



**ATTEST**

BY: RL  
(PRINCIPAL SECRETARY)

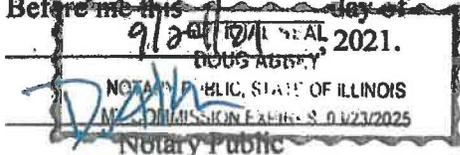
NAME: Rud Parkins

TITLE: pres

ADDRESS: 316 Cary Pt. Dr, Cary IL 60013

**SUBSCRIBED AND SWORN TO**

Before me this 9/24/21 day of September, 2021.



**END OF SECTION**



**CITY OF GENEVA**  
2021 SANITARY MANHOLE RECONSTRUCTION

# **AGREEMENT AND BONDS**



SECTION 00400

AGREEMENT

2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021

This Agreement, made this 20 day of Oct, 2021 by and between the City of Geneva, hereinafter called "Owner", and Bolder Contractors, 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 **2021 Sanitary Manhole Reconstruction.**
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.
3. 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 **30 Days** after the Notice to Proceed and will meet Final Completion **45 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 \$126,900.00, 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. 1, dated September 22, 2021  
No. 2, dated September 24, 2021  
No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 202\_
- 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 **quadruplicate** each of which shall be deemed an original on the date first above written.



(Seal)

**Owner:**

City of Geneva

By: Stephanie K. Dawkins

Name: Stephanie K. Dawkins

Title: City Administrator

**Attest:**

Name: Jeanne Fornari

Title: Deputy City Clerk

**Contractor:**

Bolder Contractors, Inc.

By: Robert Gwiasda

Name: ROBERT GWIASDA

Title: pres

(Seal)

**Attest:**

Name: V.D.

Title: V.D.



SECTION 00410

NOTICE OF AWARD

2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021

To: Bolder Contractors  
316 Cary Point Drive  
Cary, IL 60013

Date: Oct. 08, 2021

The Owner has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids and Instructions for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 126,900.00.

You are required by the Instructions for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds and certificates of insurance within ten (10) days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

City of Geneva

NAME: Bob Van Gyseghem



TITLE: Superintendent of Water & Wastewater

October 8, 2021

DATE: \_\_\_\_\_



ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO AWARD is hereby acknowledged:

CONTRACTOR: Bolder Contractors

NAME:  ROBERT GUIASDA

TITLE: PRJ

DATE: 10/20/20



SECTION 00420

NOTICE TO PROCEED

2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021

To: BOLDER Contractors  
31.6 Ave Pt.  
Cam D 60013

Date: 11/3/21, 2021

You are hereby notified to commence WORK in accordance with the Agreement dated 11-3, 2021 and you are to have the WORK Substantially Complete **30** Days after the Notice to Proceed and meet Final Completion **45** Days after the Notice to Proceed.

City of Geneva

NAME: Bob Van Gyseghem 

TITLE: Superintendent of Water & Wastewater

DATE: November 3, 2021



ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

CONTRACTOR: BOLTEN

NAME: ROBERT GWINN JR PL

TITLE: pres

DATE: 11/3/21



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

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

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

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

Name of Project: 2021 SANITARY MANHOLE RECONSTRUCTION

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: \_\_\_\_\_

**THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

BOND# 9385120

**SECTION 00605**

**PAYMENT BOND**

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

NAME OF CONTRACTOR            Bolder Contractors, Inc.

ADDRESS OF CONTRACTOR    316 Cary Point Drive  
Cary, IL 60013

a Corporation, hereinafter called Principal, and

NAME OF SURETY            Fidelity and Deposit Company of Maryland

ADDRESS OF SURETY        1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056

hereinafter called Surety, are held and firmly bound unto the **CITY OF GENEVA**, hereinafter called **OWNER**, in the penal sum of \$126,900.00 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 8th day of October, 2021, a copy of which is hereto attached and made a part hereof for the construction of the **2021 Sanitary Manhole Reconstruction**.

**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**.



**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 four (4) counterparts, each of which shall be deemed an original, this the 18th day of October, 2021.

**CONTRACTOR**

**BY:**



**Bolder Contractors, Inc.**

**NAME:**

Robert Gwiasda

**TITLE:**

President

**ADDRESS:**

316 Cary Point Drive, Cary, IL 60013

**CONTRACTORS CORPORATE SEAL**



ATTEST

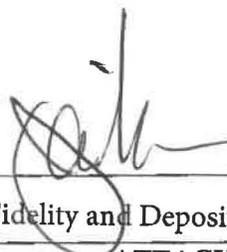
BY:   
NAME: Rod Rankins  
TITLE: V.D.  
ADDRESS: 316 Cam Pt. Dr, Cam IL 60013

WITNESS AS TO PRINCIPAL

BY:   
NAME: Doug Abbey  
TITLE: Pm  
ADDRESS: 316 Cam Pt. Dr, Cam IL 60013



SURETY

BY: 

NAME:

Fidelity and Deposit Company of Maryland

(ATTORNEY IN FACT)

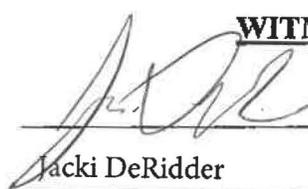
(ATTACH VERIFICATION OF POWER OF ATTORNEY)

ADDRESS:

1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056

SURETY CORPORATE SEAL

WITNESS AS TO SURETY

BY: 

NAME:

Jacki DeRidder

ADDRESS:

1411 Opus Place, Ste. 450, Downers Grove, IL 60515

**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.**



BOND# 9385120

**SECTION 00610**

**PERFORMANCE BOND**

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

NAME OF CONTRACTOR            Bolder Contractors, Inc.

ADDRESS OF CONTRACTOR       316 Cary Point Drive  
Cary, IL 60013

a Corporation, hereinafter called Principal, and

NAME OF SURETY                Fidelity and Deposit Company of Maryland

ADDRESS OF SURETY            1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056

hereinafter called Surety, are held and firmly bound unto the **CITY OF GENEVA** hereinafter called **OWNER**, in the penal sum of \$126,900.00, 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 8th day of October, 2021, a copy of which is hereto attached and made a part thereof for the construction of the **2021 SANITARY MANHOLE RECONSTRUCTION**.

**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.



**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 4 counterparts, each of which shall be deemed an original, this the 18th day of October, 2021.

**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**

**BY:**



**Bolder Contractors, Inc.**

**NAME:**

Robert Gwiasda

**TITLE:**

President

**ADDRESS:**

316 Cary Point Drive, Cary, IL 60013

**CONTRACTORS CORPORATE SEAL**



ATTEST

BY:

NAME:



Rod Rankin

(PRINCIPAL SECRETARY)

TITLE:

VP

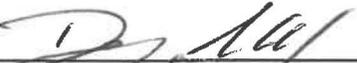
ADDRESS:

316 Cam Pt Dr, Cam IL 60013

WITNESS AS TO PRINCIPAL

BY:

NAME:



Doug Abbey

TITLE:

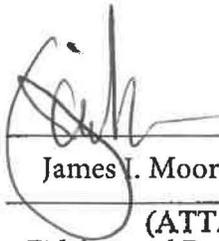
Pm

ADDRESS:

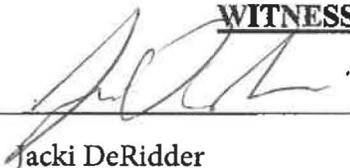
316 Cam Pt Dr, Cam IL 60013



SURETY

BY:   
NAME: James I. Moore (ATTORNEY IN FACT)  
(ATTACH VERIFICATION OF POWER OF ATTORNEY)  
Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
ADDRESS: Schaumburg, IL 60196-1056



WITNESS AS TO SURETY  
BY:   
NAME: Jacki DeRidder  
ADDRESS: 1411 Opus Place, Ste. 450, Downers Grove, IL 60515

**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.**







Bond Number 9385120

Obligee City of Geneva

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James I. Moore, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

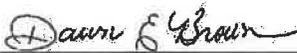
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Robert D. Murray*  
Vice President



By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of October, 2021.



*Brian M. Hodges*

Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577





SECTION 00 91 13.01

CITY OF GENEVA  
2021 SANITARY MANHOLE RECONSTRUCTION  
BID DATE: September 27<sup>th</sup>, 2021

ADDENDUM NO. 1

DATE: September 22<sup>nd</sup>, 2021  
FROM: Deuchler Engineering Corp.  
TO: All Plan Holders  
# PAGES: 3 Pages

Please acknowledge receipt of this addendum by filling out the following and email a scanned copy to [mrhodcn@deuchler.com](mailto:mrhodcn@deuchler.com) immediately upon receipt of this addendum. Also acknowledge receipt on Section 00 41 00 - Bid Form, page 00 41 00-1.

COMPANY NAME: Bowen

SIGNATURE OF COMPANY REPRESENTATIVE: 

DATE: 9/24/21



CITY OF GENEVA  
2021 SANITARY MANHOLE RECONSTRUCTION  
BID DATE: September 27<sup>th</sup>, 2021

ADDENDUM NO. 1

DATE: September 22<sup>nd</sup>, 2021  
FROM: Deuchler Engineering Corp.  
TO: All Plan Holders

**THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES  
THE ORIGINAL BIDDING DOCUMENTS AS NOTED BELOW.**

---

TABLE OF CONTENTS

- I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS.
  - II. PLAN/PROFILE AND EXHIBITS
  - III. QUESTIONS FROM BIDDERS NOT COVERED ELSEWHERE
- 

I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS

1. **REMOVE the original Bid Form section (Section 00300) and REPLACE it with the attached Bid Form.** The bid form has been updated to include a pay item for PCC Base Course.
2. **DELETE the following paragraph from Special Provision #21:** All adjusting rings shall be Expanded Polypropylene (EPP) Grade Adjustments. The installation of EPP grade adjustments shall be in strict accordance with the manufacturer's instructions. The EPP grade adjustments shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP grade adjustments shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested per the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25). Grade adjustments installed on sanitary manholes shall have a tongue and groove fit. EPP grade adjustments shall be Cretex Pro-Ring, or pre-approved equal.
3. **ADD the following to Special Provision #29:** If a PCC base course is required to match the existing condition of Route 38, this shall be paid for per square yard, per inch of thickness needed to match existing. PCC materials and installation shall conform to Section 440 and 442 of the IDOT Standard Specifications. All aggregate base courses shall not be paid for separately, but included in the pay item for HMA Patching.
4. **DELETE the entirety of Special Provision #32.**



**II. PLAN/PROFILE AND EXHIBITS**

1. None

**III. QUESTIONS FROM BIDDERS NOT COVERED ELSEWHERE**

1. Does the City have a temporary storage facility that could be utilized during construction for the storing of materials (new manholes, pipe, equipment, etc.) and generated materials (hardscape, existing structures and spoils) during the construction? **Yes, The materials and spoils can be stored at 1800 South Street or 500 Peck Road (just south of Bircher Road).**
2. Based on the drawings, 3 of 4 locations have work limits specified. Are these limits listed for contractor guidance or is there a specific reason for the dimensions? **The works limits are guidance and are approximate.**
3. Would the City consider and/or allow the work to be performed at night? **Yes. Advanced notice to the residents and businesses impacted will be required, as well as coordination with the City and Engineer. Night work will not be permitted for the manhole at Richards and Union.**
4. Pavement Restoration Quantities only pay for Bituminous. If there is a PCC Base Course on Rt 38, how is that to be paid for? **A line item has been added for the PCC base course to account for the potential need for it.**
5. Are dimensions called out taking into account full lane width patch and covers whatever the State is requiring for the permanent patch? **The dimensions called out are guidance and approximate for the amount of area needed to complete the repair. It is not anticipated that a full lane width repair will be required.**
6. The completion time calls out for 30 days for substantial completion and 45 days for final. Are these calendar days or working days? **Calendar Days.**
7. When will the Notice to Proceed be issued? If the Notice to Proceed is going to be a month after the bid date, this could become a problem and we may not be able to get asphalt this late in the year. Is it possible they would allow for this work to begin first thing in the spring when the asphalt plants open? **Bid Award is anticipated to be October 4<sup>th</sup>. We anticipate enough time to complete the repairs and get the road patched in this time frame before the plants close later in November.**

**END OF SECTION**



**SECTION 00300**

**BID FORM**

**2021 SANITARY MANHOLE RECONSTRUCTION  
CITY OF GENEVA  
2021**

Proposal of \_\_\_\_\_  
(hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois, doing business as \_\_\_\_\_ (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
_____	_____
_____	_____
_____	_____
_____	_____

- 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	Remove & Replace Sanitary Manhole, 4' Dia., Type A, w/Frame and Lid	4	EA		
2	Unstable Soil Removal and Replacement (12" Thick)*	5	LF		
3	CLSM Trench Backfill	120	CY		
4	Selected Granular Trench Backfill	40	CY		
5	Detector Loop Repair*	1	LS		
6	HMA Class 'D' Patching, Binder (1" Thick)	150	SY		
7	HMA Class 'D' Patching, Surface Course (1" Thick)	85	SY		
8	PCC Base Course (1" Thick)*	235	SY		
9	Epoxy Pavement Markings	1	LS		
10	Vacuum Testing	4	EA		
11	Stormwater Pollution Prevention	1	LS		
12	Traffic Control and Worksite Protection	1	LS		
<b>Total Amount of Bid</b>					

\*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 30 Days after the Notice to Proceed and will meet Final Completion 45 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 \$ \_\_\_\_\_, 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 \_\_\_\_\_, 2021.

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  
Address  
\_\_\_\_\_

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Corporate Seal







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



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SECTION 00 91 13.01

CITY OF GENEVA  
2021 SANITARY MANHOLE RECONSTRUCTION  
BID DATE: September 27<sup>th</sup>, 2021

ADDENDUM NO. 2

DATE: September 24<sup>th</sup>, 2021  
FROM: Deuchler Engineering Corp.  
TO: All Plan Holders  
# PAGES: 2 Pages

Please acknowledge receipt of this addendum by filling out the following and email a scanned copy to [mrhodent@deuchler.com](mailto:mrhodent@deuchler.com) immediately upon receipt of this addendum. Also acknowledge receipt on Section 00 41 00 - Bid Form, page 00 41 00-1.

COMPANY NAME: BOLDEN

SIGNATURE OF COMPANY REPRESENTATIVE: [Signature]

DATE: 9/24/21



**CITY OF GENEVA**  
**2021 SANITARY MANHOLE RECONSTRUCTION**  
**BID DATE: September 27<sup>th</sup>, 2021**

**ADDENDUM NO. 2**

**DATE:** September 24<sup>th</sup>, 2021  
**FROM:** Deuchler Engineering Corp.  
**TO:** All Plan Holders

**THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES  
THE ORIGINAL BIDDING DOCUMENTS AS NOTED BELOW.**

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**TABLE OF CONTENTS**

- I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS.**
  - II. PLAN/PROFILE AND EXHIBITS**
  - III. QUESTIONS FROM BIDDERS NOT COVERED ELSEWHERE**
- 

**I. ADDENDA ITEMS RELATING TO CONTRACT SPECIFICATIONS**

- 1. None

**II. PLAN/PROFILE AND EXHIBITS**

- 1. None

**III. QUESTIONS FROM BIDDERS NOT COVERED ELSEWHERE**

- 1. The City now anticipates the bid award to occur on October 18<sup>th</sup>, instead of October 4<sup>th</sup> which was the date provided in the previous addendum.

**END OF SECTION**



# **SPECIAL PROVISIONS**



**2021 Sanitary Manhole Reconstruction  
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.

### **SP-8 CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)**

Effective August 10, 2005 Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### **SP-9 FREEDOM OF INFORMATION ACT**

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Geneva to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Freedom of Information Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

### **SP-10 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-11 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-12 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-13 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-14 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-15 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.

“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-16 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.

### **SP-17 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 18 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-19 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-20 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-21 SANITARY MANHOLE REMOVAL AND REPLACEMENT, 4', TYPE A**

The work for 3S-M19 and 3S-M18 shall not be done in tandem. Each structure shall be replaced individually to keep lane closures of Rt 38 to a minimum.

During construction, the contractor shall take caution with respect to other utilities in the pit. Proper measures shall be taken to ensure the structural stability of each utility exposed.

This work shall include furnishing and installing precast manhole structures as shown on the Plans. The construction requirements shall be in accordance with the applicable articles of Section 602 in the Standard Specifications under the heading "Construction requirements" and as specified herein:

Shop drawings for each manhole structure to be installed shall be submitted and approved by the Engineer before the work can be performed.

#### **Materials:**

Materials to be new and provided in unopened containers where applicable.

The base shall be 6-inch nominal thickness and integral with the structure. Provide channels in invert to direct flows from incoming to outgoing pipe.

Flexible synthetic rubber boots meeting ASTM C-923 shall be installed on all pipe connections. Cast-in or pressed-on type boots are permitted. Cast-in type boot shall be installed in initial pouring of manhole section.

Walls shall be precast sections conforming to ASTM C478. Sections and component parts to be marked by manufacturer with trade name and/or trademark and ASTM designation. Wall thickness shall be 5" minimum. Holes shall be smooth, radial to centerline of manhole, and perpendicular to manhole wall.

Manhole opening shall be eccentric on cone. Flat slab top is optional and shall be furnished and installed in accordance with IDOT Standard 602601 – most recent version.

All pre-cast manhole sections (wall and cone) are to be supplied with pre-applied coating of ConSeal CS-55 Water Based product or approved equal.

All section joints shall be tongue and groove. All sections shall be laid on EZ-Stick gaskets or equal.

All adjusting rings shall be Expanded Polypropylene (EPP) Grade Adjustments. The installation of EPP grade adjustments shall be in strict accordance with the manufacturer's instructions. The EPP grade adjustments shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP grade adjustments shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested per the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25). Grade adjustments installed on sanitary manholes shall have a tongue and groove fit. EPP grade adjustments shall be Cretex Pro-Ring, or pre-approved equal.

External chimney seals are to be installed on all new manholes. Acceptable external chimney seals include Infi-Shield Uniband or an approved equal. Installation of external chimney seal is included in the cost of "Remove & Replace Sanitary Manhole, 4' Dia., Type A, w/Frame and Lid".

The new frame and cover shall be the standard City of Geneva frame and cover, which is East Jordan 1022-3 cover and East Jordan #1050 frame, watertight lid with seal and "Sanitary" cast onto the lid. The sanitary manhole lid shall be self-sealing solid lid with watertight gasket and concealed pick hole. Frames and adjusting rings shall be joined with preformed flexible joint sealant.

All manhole adjustments of casting frames shall be made with precast concrete adjusting rings in the manner as set forth on the detail sheet of the Plans. No more than eight inches (8") of adjusting rings will be permitted. The number of adjusting rings required shall be held to a minimum based on standard thicknesses available.

All extrudable perform or plastic gaskets shall be Butyl rubber. Approved products are EZ Stik by Press Seal Gasket Company or equal.

All external joint sealing bands shall conform to ASTM C-877. Approved products are Type II Mac Wrap, Gator Wrap or approved equal. External joint seals shall consist of a collar 9 inches wide with an outer layer of polyethylene, with a minimum tensile strength of 4000 psi and a minimum tear resistance of 1500 psi, and an under layer of rubberized mastic that is reinforced with the collar 3/4 inches from the edge. The straps shall be confined in tubes that isolate them from the mastic and allow them to slip freely when mechanically tightened and locked around the manhole. The collar shall be furnished with a minimum 6 inches overlap and a closing flap to cover any remaining exposed strap.

**Execution:**

- Connect pipe using flexible boots in accordance with boot manufacturer's instructions: 1. Center pipe in boot; 2. Take special care to ensure connections are watertight.
- Place O-ring gasket or double row of extrudable pre-form plastic gasket between manhole sections. Place external Sealing Bands as shown on the detail at each joint between manhole

sections in accordance with the manufacturer's instructions. Grout all lift holes from the inside and outside with a non-shrink grout, prior to backfilling.

- Place appropriate top section, cone (depth > 6 feet) and rings. The EPP rings shall be from 0.75" to 6" and shall be installed concentrically above the manhole cone. No more than two grade rings shall be allowed. No shims or other leveling devices, other than leveling rings provided by the manufacturer, will be permitted. The total height shall not exceed 12". The Contractor shall use the minimum amount of rings possible for the adjustment. Adhesive/sealant used for watertight installation of the grade adjustments shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O. Adhesive/sealant shall be ChemLink M-1, or pre-approved equal.
- Install manhole frame and cover and External Manhole Chimney Seal as shown on the detail, with extensions where needed to cover the entire chimney area, in accordance with the manufacturer's instructions. Provide digital photo of Manhole showing external chimney seal installed such that the manhole and its location are identified. For bolted cover provide bolts and ensure that the frame is securely fastened to the manhole.
- Pour manhole invert. Provide poured-in-place channels (if manholes not furnished with precast inverts) to direct flows from in-coming pipes to outgoing pipes. Channels shall smoothly blend flows. Make channel horseshoe shaped. Width and depth equal to size of outlet sewer. To maintain flexibility of pipe connection boot, plug annular space between pipe and boot which falls in area where invert to be poured with extrudable preformed plastic gasket material. Plug shall prevent concrete from entering space between pipe and boot. Invert channels may be placed any time after manhole base section (and connecting pipe) is backfilled.

#### **Backfilling and Trench Backfill:**

Refer to BEDDING AND BACKFILL for backfilling, Pipe Bedding, Excavated Material Backfill, Granular Material Backfill, Placing Backfill, and Compaction of Backfill.

#### **Restoration:**

Pavement restoration shall be performed as described under the provision PCC PAVEMENT REMOVAL AND REPLACEMENT and HOT MIX ASPHALT REMOVAL AND REPLACEMENT.

#### **Testing:**

New manholes shall be vacuum tested for water tightness in accordance with ASTM C1244-93 "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test", as described hereinafter under the provision VACUUM TESTING.

Installation may be rejected because of: 1. Use of individual components subject to rejection; 2. Failure to conform to installation requirements; 3. Visible infiltration; 4. Variation from true vertical

alignment by more than 2% of depth; 5. Variations in pipe and rim elevations greater than 0.5 inches from elevations shown on plans; 6. Test failure.

Connecting pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D3034 (PVC pressure pipe). Connections to existing sewer lines shall be made using non-shear Fernco RC Series or Mission Flex-Seal adjustable repair couplings equipped with stainless steel bands and shall be included in the cost of this item.

This item shall include all materials and labor necessary for the work described above including but not limited to measurement, procurement, installation of manhole, all necessary pipe connections, excavation, dewatering, and surface restoration (paved or non-paved area).

Basis of Payment:

This work shall be measured and paid for at the Contract Unit Price per Each for **SANITARY MANHOLE, TYPE A, TYPE 1 FRAME, CLOSED LID** of restoration type specified (paved or non-paved). All pipe connections are considered incidental to this pay item and shall not be paid for separately.

**VACUUM TESTING** and **TRENCH BACKFILL** shall be measured and paid for separately.

**SP-22 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 ensure 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 for pipe installation and connection shall be considered incidental to the “Sanitary Manhole” pay item of the size and class specified, which shall include excavation, bedding, backfill, compaction, testing, and all other appurtenances.

**SP-23 VACUUM TESTING**

This specification shall govern the vacuum testing of sanitary sewer manholes and structures and shall be used as a method of determining acceptability by the Owner, in accepting maintenance or installation of a sanitary sewer manhole or structure. Vacuum testing shall be according to ASTM C1244, except as specified otherwise herein. Other forms of testing of some manholes may be required, as deemed necessary by the Owner.

Manholes shall be tested after installation or rehabilitation and when all connections are in place. Lift holes, if any, shall be plugged with an approved, non-shrinkable grout prior to testing. Drop connections shall be installed prior to testing. The vacuum test shall include testing of the seal between the cast iron frame and the concrete cone, slab or grade rings. Manhole vacuum testing shall be performed after all adjacent underground utilities have been installed and all manholes have been backfilled and finished to final grade.

All manholes found to have been damaged or disturbed prior to the final (one-year) inspection shall be corrected and vacuum tested at that time, regardless of whether or not they were originally vacuum tested. If a coating or lining is to be applied to the interior of the manhole the vacuum test must not be performed until the coating or lining has been cured according to the manufacturer's recommendations.

Procedure for testing shall be as follows:

1. Temporarily plug all pipes entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i. e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the manhole.
2. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
3. A vacuum of at least ten inches of mercury (10" Hg) shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.
4. The pressure gauge shall be liquid filled, having a 3.5-inch diameter face with a reading from zero to thirty inches of mercury.

The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than 1" Hg (i. e. from 10" Hg to 9" Hg) during the following minimum test times for various manhole diameters.

Depth (ft.)	Manhole Diameter (inches)								
	30	33	36	42	48	54	60	66	72
	Test Time (Seconds)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	65	74	87	89	108	121

**Basis of Payment:**

This item shall be paid at the Contract Unit Price per Each for “VACUUM TESTING” and shall include furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work.

**SP-24 CLSM TRENCH BACKFILL**

All trenches on State Street (IL Rt 38) 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 CLSM to include for all materials, labor and equipment to clear and seal the chamber.

### **SP-25 BEDDING AND BACKFILL**

#### **A. BEDDING**

Granular bedding for all sewer trenches shall be crushed stone or crushed gravel, ASTM Designation Class 1A and IDOT Specifications 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.

#### **B. SELECTED GRANULAR TRENCH BACKFILL**

Selected Granular Trench Backfill is anticipated to be used for 1R-M23.

Selected Granular Trench Backfill will be required if the dig takes place within 2 feet of the pavement. The Contractor will need to obtain approval from the Engineer prior to digging within 2 feet of the pavement.

All trenches caused by the construction of the proposed sewer and the excavation around manholes, which occur within the limits of existing, future or proposed pavement, curb and gutter, or sidewalks, or where the edge of the trench is within two feet of such improvements, shall be backfilled as follows:

CA-6 crushed stone or crushed gravel in accordance with Section 20-4.06B of the Standard Specifications and per the details shown on the plans. Compaction shall be done by means of mechanical methods only, and shall be done in accordance with Article 20-4.06B Method 1 in layers

not exceeding 2 feet. Compaction shall be to 90% of maximum density at optimum moisture as determined by the Standard Proctor Test.

Wherever the limits of the Selected Granular Trench Backfill are shown on the Plans and Profile, said limits shall govern over this Special Provision. The selected granular trench backfill shall be certified by the Illinois Department of Transportation as being the Gradation specified. The Engineer may request at the expense of the Contractor, additional sieve analysis done by an independent certified soil laboratory if the certification by IDOT is older than 2 weeks, or if the material supplied on the site does not appear as the one specified.

Payment shall be made at the contract unit price per cubic yard for "SELECTED GRANULAR TRENCH BACKFILL" for all sanitary sewer main and manhole construction which shall be measured from the center of structures. The unit price bid shall include all tools, materials, labor and equipment required to install the complete compacted backfill in place and ready for paving. Selected Granular Trench Backfill for all sanitary service installations will not be paid for directly, but shall be considered incidental to the bid price for the sanitary service.

Additional Selected Granular Trench Backfill required beyond the limits of the trench shall not be measured or paid for, but shall be the responsibility of the Contractor. The Contractor shall be responsible for maintaining adequate shoring of the trench and support of adjacent structures. Additional payment will not be made to fill voids created by the movement of adjacent improvements, the collapse of trench walls or other spaces created by a lack of adequately maintaining the trench.

#### C. TRENCH BACKFILL

Trench backfill not under existing or future pavement shall be made from the bedding material (12 inches above the pipe) to the surface by any acceptable method which will not cause bridging action in the trench. Only selected excavation material approved by the Engineer shall be used in backfilling the trench. Compaction shall be done by means of mechanical methods or jetting and water soaking. Compaction shall be to 85% of maximum density at optimum moisture as determined by the Standard Proctor Test.

The Contractor is responsible for hauling off excess material.

The cost of furnishing, placing and compacting Trench Backfill, will not be paid for separately, but shall be considered incidental to the cost of the conduit or structure.

#### SP-26 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-27 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-28 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-29 HOT MIX ASPHALT (HMA) CLASS 'D' PATCHING**

Construction and material requirements for street pavement shall conform to the requirements of the applicable sections of the IDOT Specifications, Special Provisions, and the details included in the Plans.

This work shall consist of pavement patching at locations where the installation of sanitary manholes and sanitary sewers has been accomplished and shall be performed in accordance with the detail included in the Plans. Contractor is referred to Special Provisions "SAW CUTTING" and "PROTECTION OF PROPERTY AND SURFACE STRUCTURES". Construction and material requirements for bituminous pavement shall conform to the requirements of this Special Provision and the details included in the Plans.

Cut faces of the existing pavement shall be primed with RC-70.

The contractor shall match existing depths of the base course, binder, and surface course. The binder is estimated to be 2.5'' and the surface course is estimated to be 1.5'' at Richards and Union. The State Street (IL Rt. 38) repairs are estimated to be 4'' binder and 2'' surface course. The base material on IL Rt. 38 is believed to be 6'' of PCC.

Payment shall be made at the contract unit price per square yard for “HMA CLASS ‘D’ PATCHING, BINDER (1” THICK)” and “HMA CLASS ‘D’ PATCHING, SURFACE COURSE (1” THICK)” as specified binder and surface course depths in the details on the Plans which shall include excavation and removal of excess granular material, replacement of base course, placement of binder and surface courses and all appurtenances. The surface area quantity shall be multiplied by each inch of thickness to calculate the payment.

### **SP-30 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-31 REMOVAL OF EXCESS EXCAVATED MATERIAL**

All excess excavated material not needed for backfill shall be removed, hauled and disposed of in accordance with Federal, State and local requirements or any other applicable statute or regulation associated with the disposal of this type of waste, including the handling, manifesting, transportation and disposal of the soil as a special waste.

The Owner shall not be responsible for any cross-contamination that may occur to the soil once it is excavated and transported off of the site (i.e., by contaminated excavation equipment, contaminated trucks, etc.). The Contractor shall have total and complete responsibility for the soil once it leaves

the site, including responsibility for any and all rejected loads and the soil's ultimate, legal disposition.

The Contractor shall provide a written description of how they intend to dispose, use, store or otherwise handle the excavated soil and to which permitted facility (if any) the Contractor intends to transport the soil for disposal prior to execution of the contract by the Owner. Removed and disposal of excess excavated material shall be in accordance with one of the following methods or other method as recommended by the Contractor and approved by the Owner.

METHOD NO. 1 – DISPOSAL AT A SITE OTHER THAN A CCDD OR SOIL ONLY FACILITY

1. All excess material shall be removed, hauled and disposed of in accordance with Article 202.03 of the IDOT Specifications. Add the following to the third paragraph of Article 202.03 of the IDOT Specifications:

*“The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and road that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight of volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.”*

2. The documentation must be similar or contain the information as shown on Form 1 of this Section.
3. The Contractor shall supply copies of all required or requested documentation to both the Owner and Engineer as generated. Failure to submit required or requested documentation may result in delaying the processing of pay requests.
4. Contractor shall obtain permission in writing from the facility and/or property owner accepting the excess excavated material and provide copy of the written permission to the Owner at the preconstruction meeting.

METHOD NO. 2 – DISPOSAL AT A CCDD OR SOIL ONLY FACILITY

1. All uncontaminated soil comingled with Clean Construction and Demolition Debris (“CCDD”) material must be certified as such in order for the soil to be disposed at a CCDD or soil only facility permitted by the Illinois Environmental Protection Agency (“Illinois EPA”). All requirements of the State of Illinois Environmental Protection Act (“Act”) and 35 IAC 1100 “Clean Construction or Demolition Debris Operations and Uncontaminated Soil Fill Operations” with regard to uncontaminated soil and/or CCDD must be met. This includes providing and completing all forms, certifications and testing at the sole expense of the Contractor as required by statutes and regulations.

2. No guarantee is made or implied by the Owner/Engineer that a CCDD or soil only disposal facility will accept the soil for disposal. It is the Contractor's responsibility to select the CCDD or soil only facility for disposal and is the Contractor's responsibility for its proper disposal.
3. The documentation must be similar or contain the information as shown on Form 1 of this Section.
4. The Contractor shall supply copies of all required or requested documentation to both the Owner and Engineer as generated. Failure to submit required or requested documentation may result in delaying the processing of pay requests.
5. Contractor shall obtain permission in writing from the facility and/or property owner accepting the excess excavated material and provide copy of the written permission to the Owner at the pre-construction meeting.

**FORM 1**  
**CONSTRUCTION DEBRIS MANIFEST**

Ticket No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Generator \_\_\_\_\_

Hauler \_\_\_\_\_

Truck No. \_\_\_\_\_

Description of Material: \_\_\_\_\_  
\_\_\_\_\_

Approximate Weight of Material \_\_\_\_\_

Approximate Volume of Material \_\_\_\_\_

Disposition of Material: \_\_\_\_\_ Location: \_\_\_\_\_

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

Time: \_\_\_\_\_

Owner: \_\_\_\_\_

Operator: \_\_\_\_\_

**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 re-televised 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 in a continuous manner.

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

**CITY OF GENEVA**  
2021 SANITARY MANHOLE RECONSTRUCTION

# **PLAN/PROFILE AND EXHIBITS**



# CITY OF GENEVA CONSTRUCTION PLANS FOR 2021 SANITARY MANHOLE RECONSTRUCTION 2021

## GENEVA CITY COUNCIL

KEVIN R. BURNS	MAYOR
MIKE BRUNO	ALDERMAN - FIRST WARD
TARA BURGHART	ALDERMAN - FIRST WARD
RICHARD MARKS	ALDERMAN - SECOND WARD
BRAD KOSIROG	ALDERMAN - SECOND WARD
BECKY HRUBY	ALDERMAN - THIRD WARD
DEAN KILBURG	ALDERMAN - THIRD WARD
GABRIEL KAVEN	ALDERMAN - FOURTH WARD
AMY MAYER	ALDERMAN - FOURTH WARD
CRAIG MALADRA	ALDERMAN - FIFTH WARD
ROBERT C. SWANSON	ALDERMAN - FIFTH WARD

## SUMMARY OF SHEETS

1	COVER SHEET
2	BENCHMARKS, LEGEND, AND EROSION CONTROL NOTES
3	PLAN AND PROFILE
4	PLAN AND PROFILE
5	TRAFFIC CONTROL PLAN
6	TRAFFIC CONTROL PLAN
7	STANDARD DETAILS
8	STANDARD DETAILS
9	STANDARD DETAILS
10	STANDARD DETAILS
11	STANDARD DETAILS



LOCATION MAP      SCALE 1" = 1600'

## 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 CONTRACTOR'S 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 THEREOF. 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 OWNER AND THEIR AGENTS, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION AND TESTING OF WORK ASSOCIATED WITH THIS PROJECT.

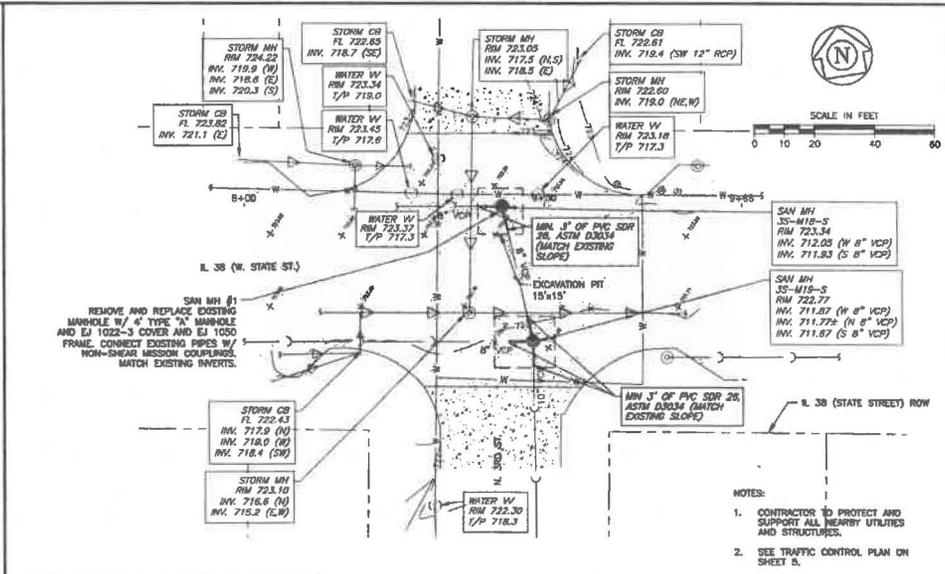
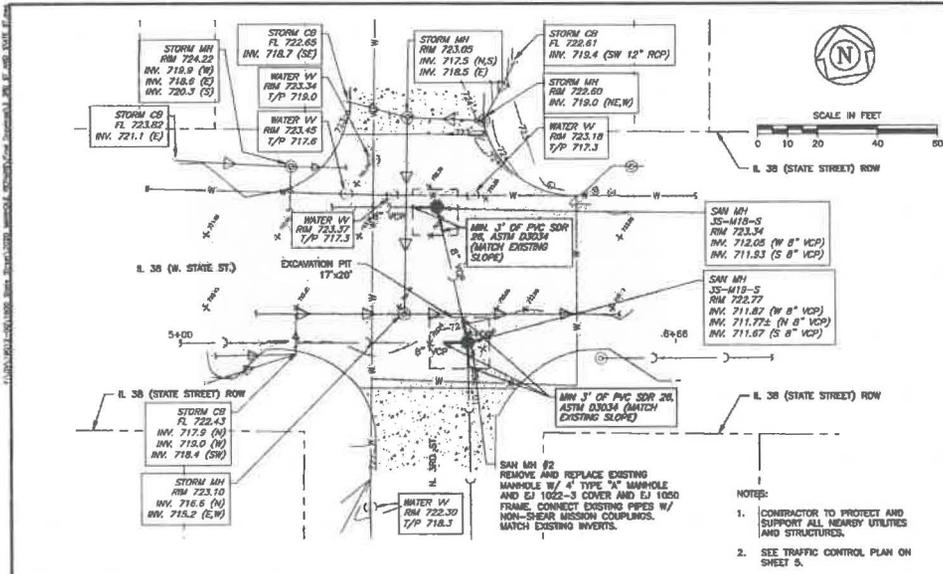
DEUCHLER ENGINEERING CORPORATION	
DEUCHLER ENGINEERING CORPORATION DESIGN FIRM	ROBERT J. PETERS, P.E. PROFESSIONAL ENGINEER
DESIGN FIRM 184-051830	ILLINOIS P.E. 082-071743
EXPIRATION: 4/30/2023	EXPIRATION: 11/30/2021
7/20/2024	7/20/2024





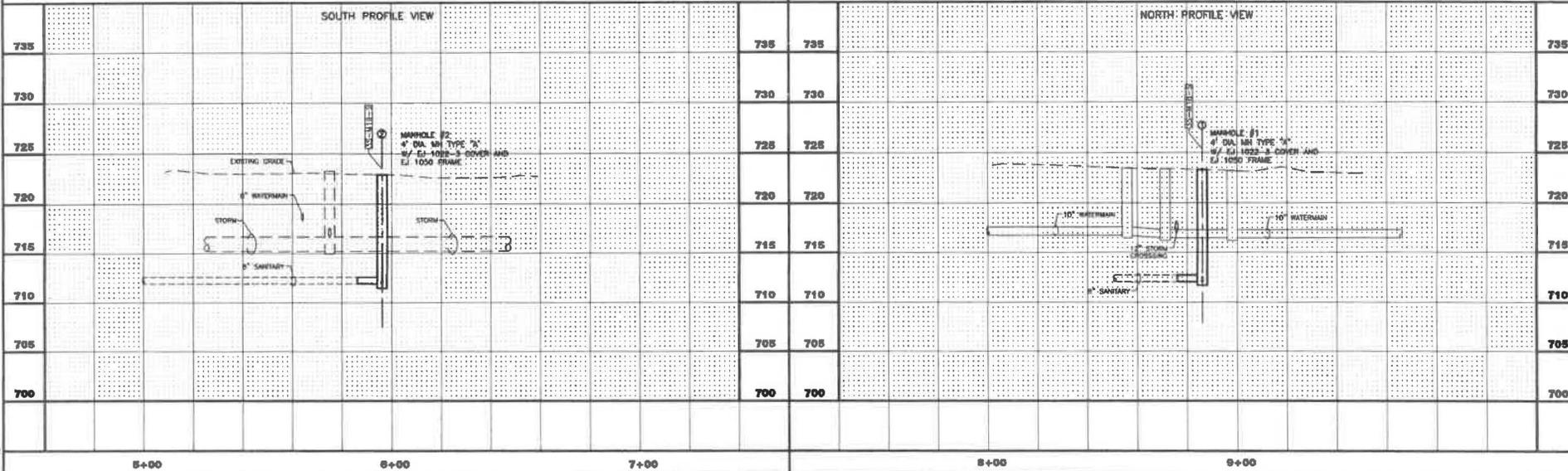






\* RIGHT OF WAY AND PARCEL LINES DEPICTED FROM KANE CO GIS.

\* RIGHT OF WAY AND PARCEL LINES DEPICTED FROM KANE CO GIS.



**DEUHLER**  
ONE | ARCHITECTURAL | MECHANICAL | ELECTRICAL

ILLINOIS DESIGN FIRM # 164,001830  
230 WOODLAWN AVENUE  
NAPERVILLE, IL 60563  
PH: 630-897-4801  
FAX: 630-897-5486  
WWW.DEUHLER.COM

1. REVISED PER IDOT MARKUPS - 8-16-2021
- 2.
- 3.
- 4.

MEANS SCALE:  
BMP IS ONE INCH ON OFFICIAL DRAWINGS

DATE: 07/30/21  
SCALE: AS SHOWN  
JOB NO. 100-19012-00  
FIELD BOOK NO. N/A

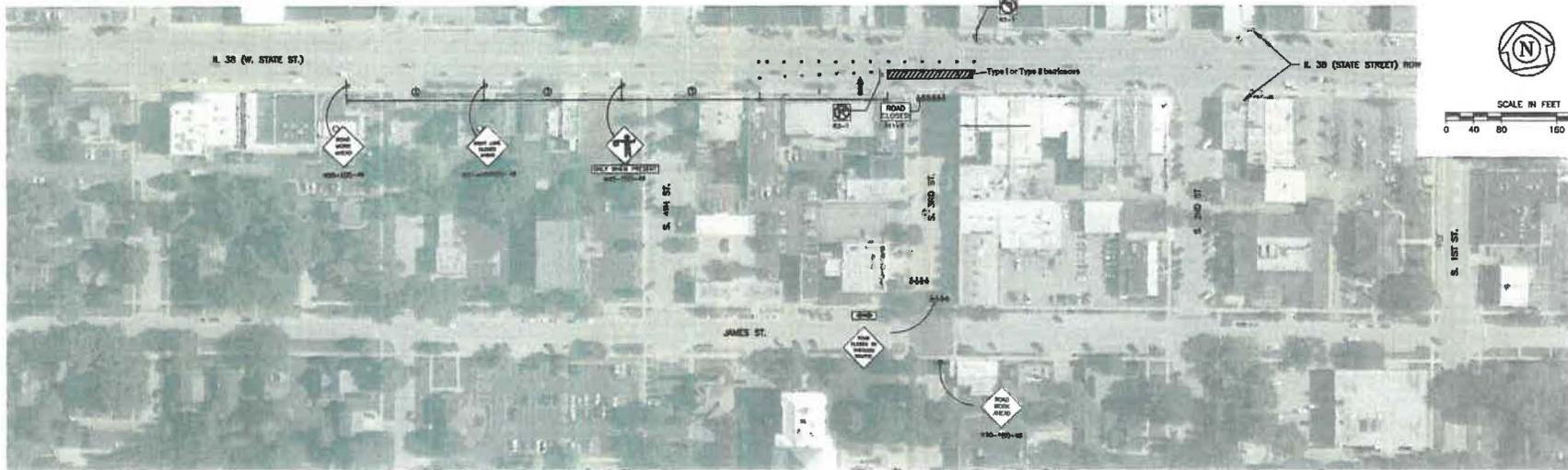
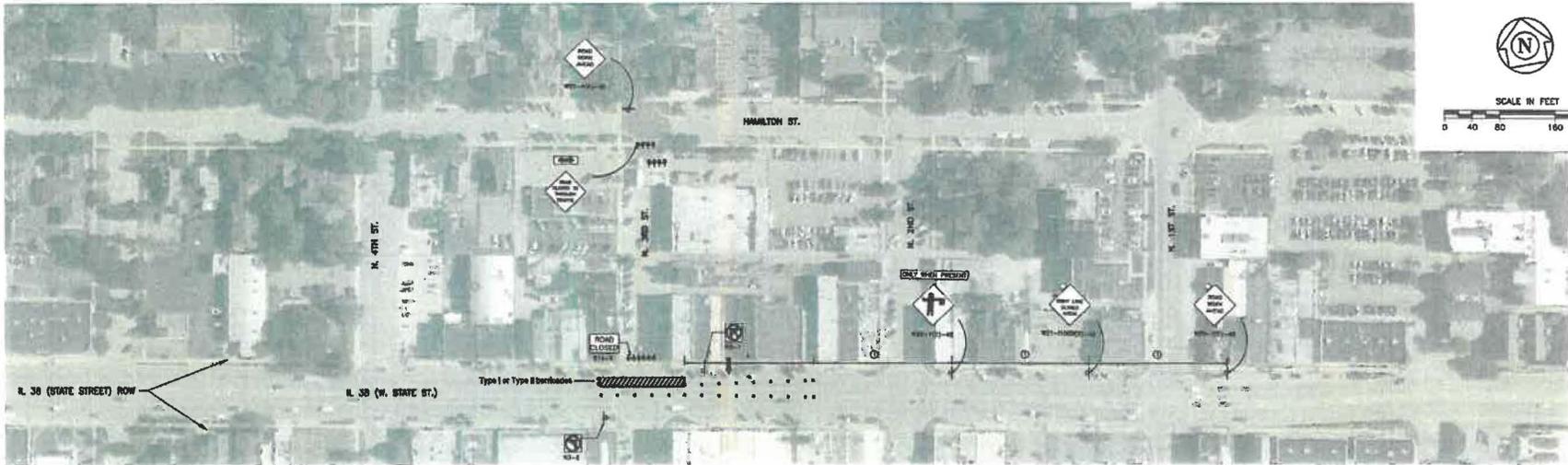
DESIGNED: AS  
DRAWN: MH  
CHECKED: BP  
APPROVED: JF

**CITY OF GENEVA**  
**2021 SANITARY MANHOLE RECONSTRUCTION**  
**3RD ST AND STATE ST**









ILLINOIS DESIGN FIRM  
# 104.001830  
230 WOODBURN AVENUE  
AUSTON, IL 62009  
PH: 630-897-8531  
FAX: 630-897-2828  
WWW.DRUCKER.COM

1. REVISED PER 100% MARKUPS - 8-16-2021
- 2.
- 3.
- 4.

VERTICAL SCALE:  
1/4" = 1' ONE INCH ON  
OFFICIAL DRAWINGS

DATE:	07/20/21	DESIGNED:	BP
SCALE:	AS SHOWN	DRAWN:	MH
JOB NO.:	180-18012-00	CHECKED:	AS
FIELD BOOK NO.:	N/A	APPROVED:	BP

**CITY OF GENEVA  
2021 SANITARY MANHOLE RECONSTRUCTION  
TRAFFIC CONTROL PLAN**

SHEET  
**5**  
OF  
**11**

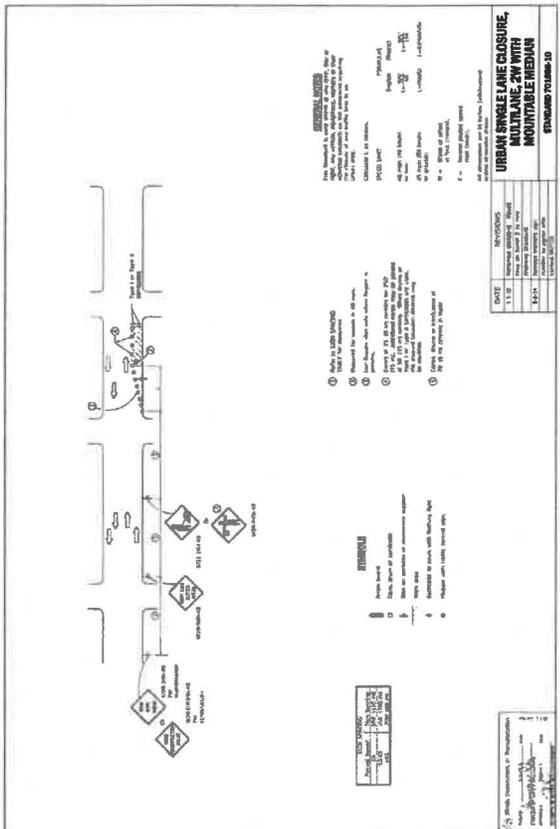
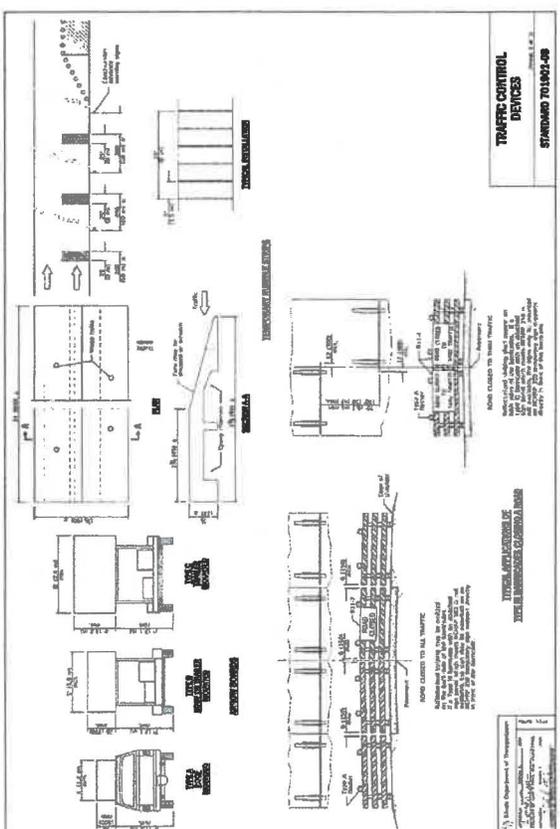
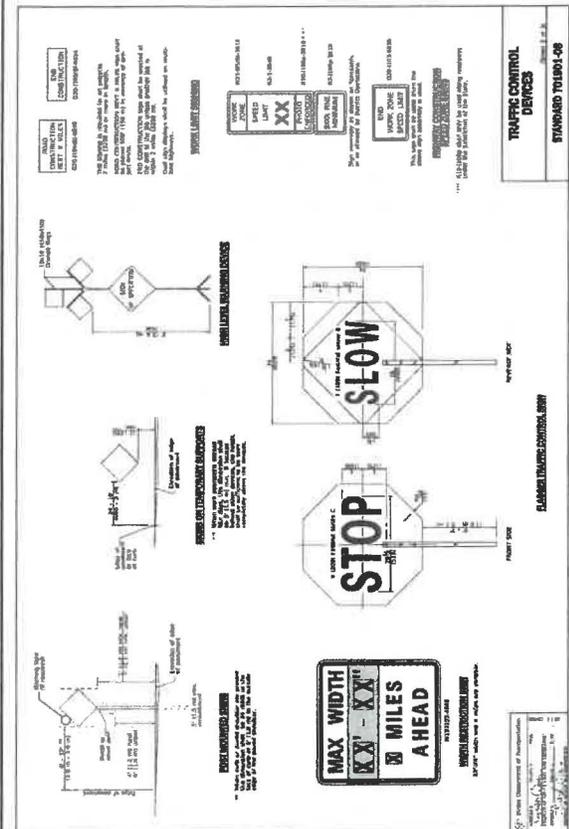
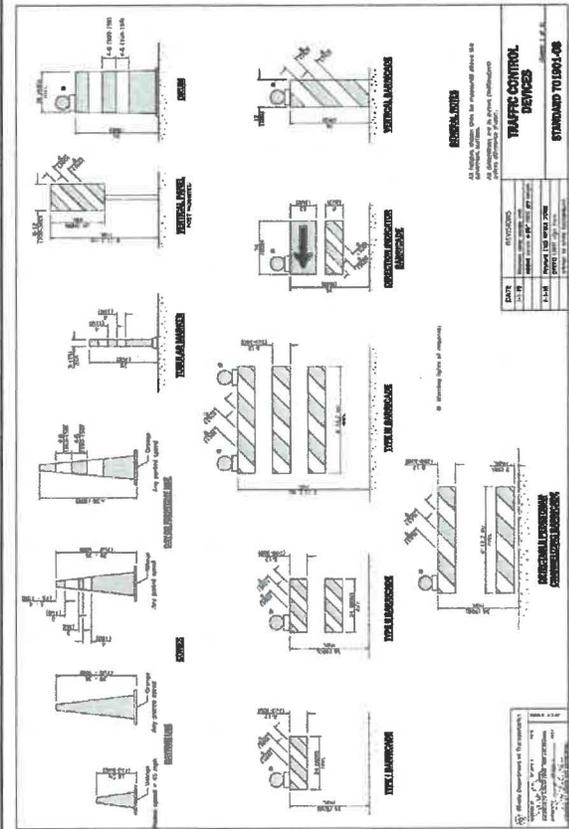
BID SET





 <b>DEUCHILER</b> <small>ENGINEERING &amp; CONSTRUCTION CORPORATION</small>	1. REVISED PER DOT MARKUPS - 8-18-2021 2. 3. 4.		DATE: 07/20/21 DESIGNED: BP SCALE: AS SHOWN DRAWN: MH JOB NO. 199-19015-00 CHECKED: AS FILED BOOK NO. N/A APPROVED: BP	
	138 011		CITY OF GENEVA 2021 SANITARY MANHOLE RECONSTRUCTION TRAFFIC CONTROL PLAN	





DATE	12/18	PROJECT	1500-1012-00-1000
DESIGNED BY	...	CHECKED BY	...
DRAWN BY	...	APPROVED BY	...

**TRAFFIC CONTROL DEVICES**  
STANDARD TO 1500-1000

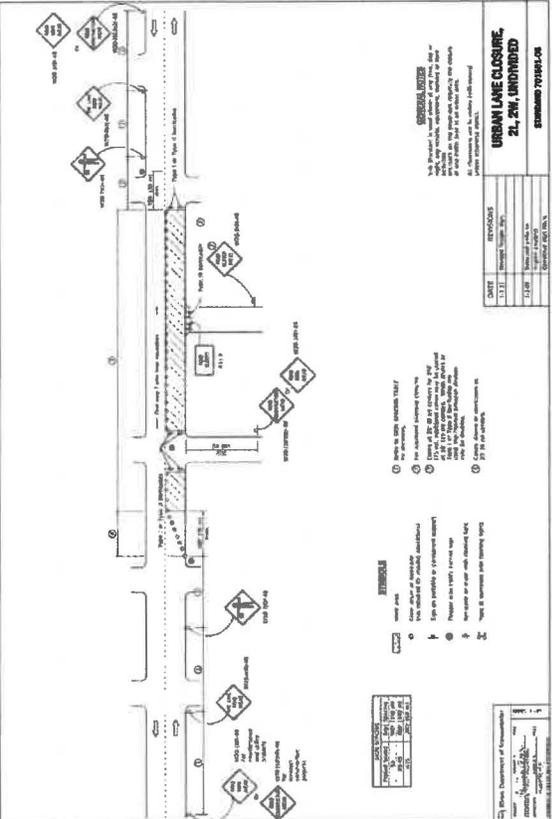
**TRAFFIC CONTROL DEVICES**  
STANDARD TO 1500-1000

DATE	07/20/21	PROJECT	AS SHOWN
SCALE	AS SHOWN	OWNER	...
JOB NO.	150-1012-00	DESIGNER	...
FIELD NO.	...	APPROVED	...

**TRAFFIC CONTROL DEVICES**  
STANDARD TO 1500-1000

**TRAFFIC CONTROL DEVICES**  
STANDARD TO 1500-1000

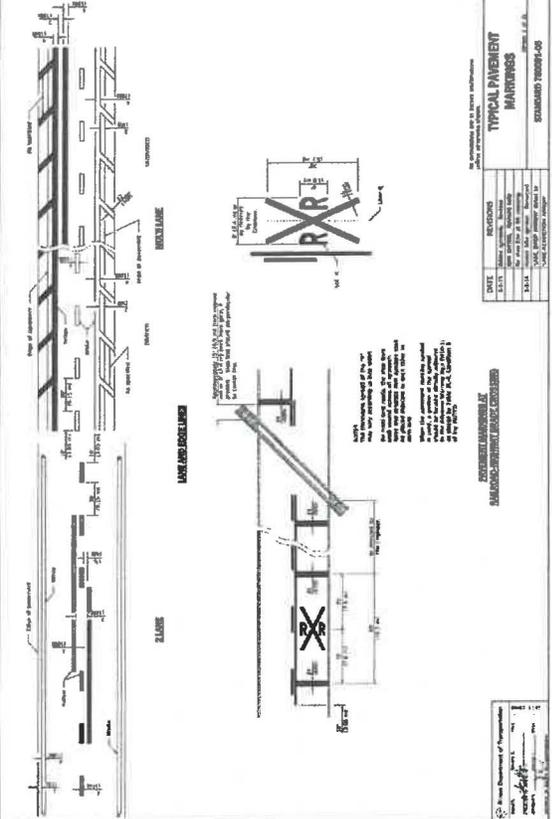




**URBAN LANE CLOSURE**  
**2L, 2M, UNIMODIFIED**  
 STANDARD 100-1000-00

**DATE:** 11/18/2019  
**DESIGNED BY:** [Name]  
**CHECKED BY:** [Name]  
**SCALE:** 1/4" = 1'-0"

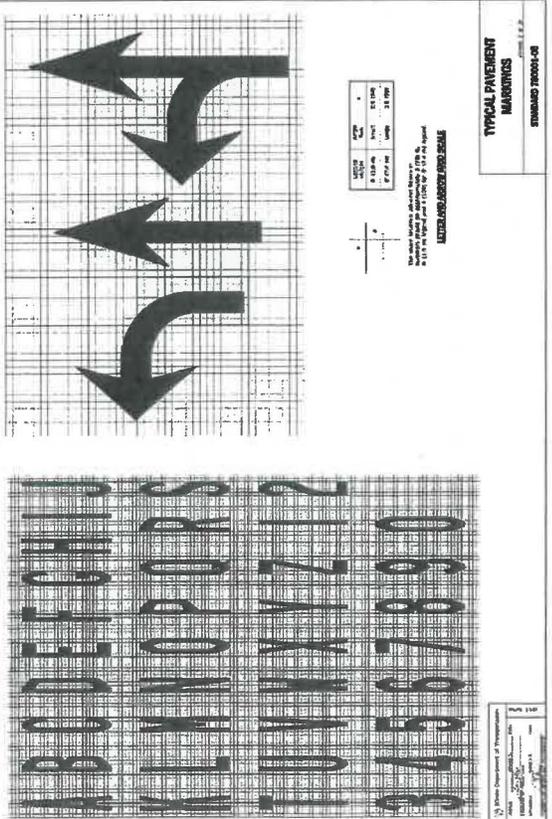
**CONSTRUCTION NOTES:**  
 1. This Standard is intended to provide a minimum standard for the design and construction of urban lane closures. It is not intended to be used as a prescriptive standard.  
 2. The design of any urban lane closure shall be based on the specific conditions of the project and shall be approved by the City Engineer.  
 3. The design of any urban lane closure shall be based on the specific conditions of the project and shall be approved by the City Engineer.  
 4. The design of any urban lane closure shall be based on the specific conditions of the project and shall be approved by the City Engineer.



**LANE REDUCTION**  
**LANE CLOSURE**  
**LANE REDUCTION**  
**LANE CLOSURE**

**DATE:** 11/18/2019  
**DESIGNED BY:** [Name]  
**CHECKED BY:** [Name]  
**SCALE:** 1/4" = 1'-0"

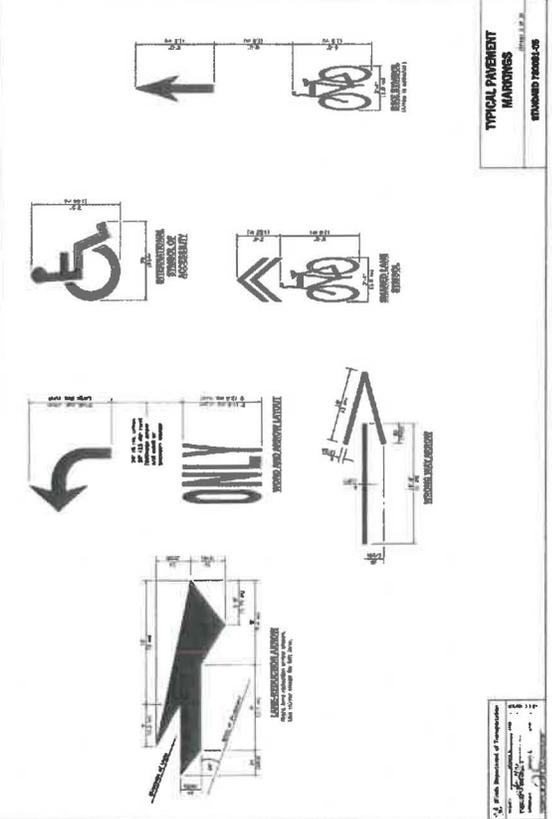
**CONSTRUCTION NOTES:**  
 1. The lane width should be reduced to 8 feet for the length of the work.  
 2. The design of any lane closure shall be based on the specific conditions of the project and shall be approved by the City Engineer.  
 3. The design of any lane closure shall be based on the specific conditions of the project and shall be approved by the City Engineer.



**MICRO-INDICATOR LANE CLOSURE**  
 STANDARD 100-1000-00

**DATE:** 11/18/2019  
**DESIGNED BY:** [Name]  
**CHECKED BY:** [Name]  
**SCALE:** 1/4" = 1'-0"

**CONSTRUCTION NOTES:**  
 1. The design of any micro-indicator lane closure shall be based on the specific conditions of the project and shall be approved by the City Engineer.  
 2. The design of any micro-indicator lane closure shall be based on the specific conditions of the project and shall be approved by the City Engineer.



**TYPICAL PAVEMENT MARKINGS**  
 STANDARD 100-1000-00

**DATE:** 11/18/2019  
**DESIGNED BY:** [Name]  
**CHECKED BY:** [Name]  
**SCALE:** 1/4" = 1'-0"

**CONSTRUCTION NOTES:**  
 1. The design of any pavement marking shall be based on the specific conditions of the project and shall be approved by the City Engineer.  
 2. The design of any pavement marking shall be based on the specific conditions of the project and shall be approved by the City Engineer.

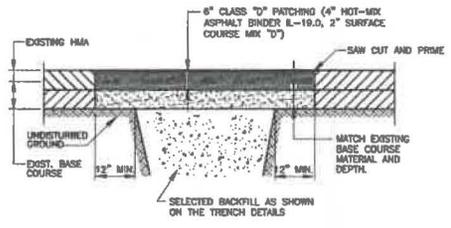
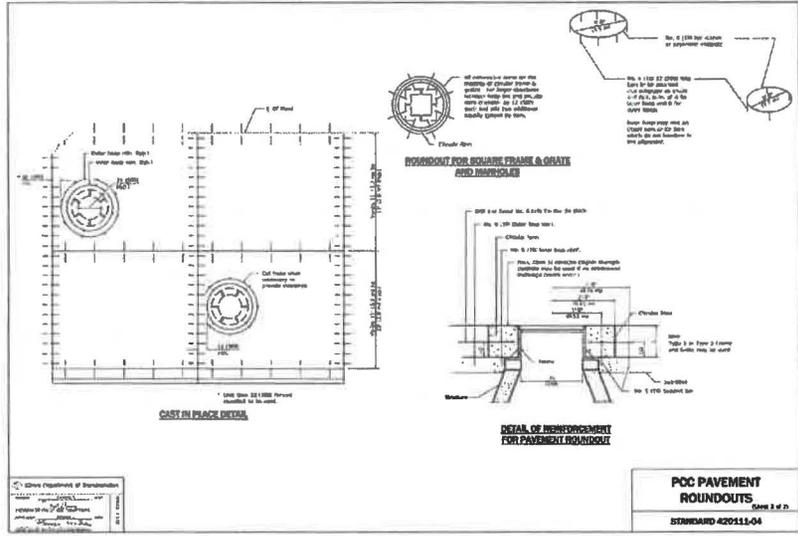
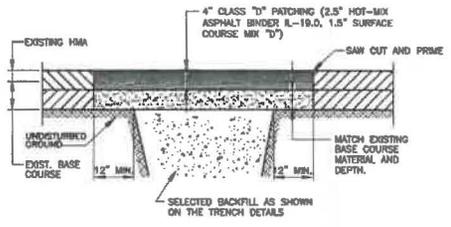
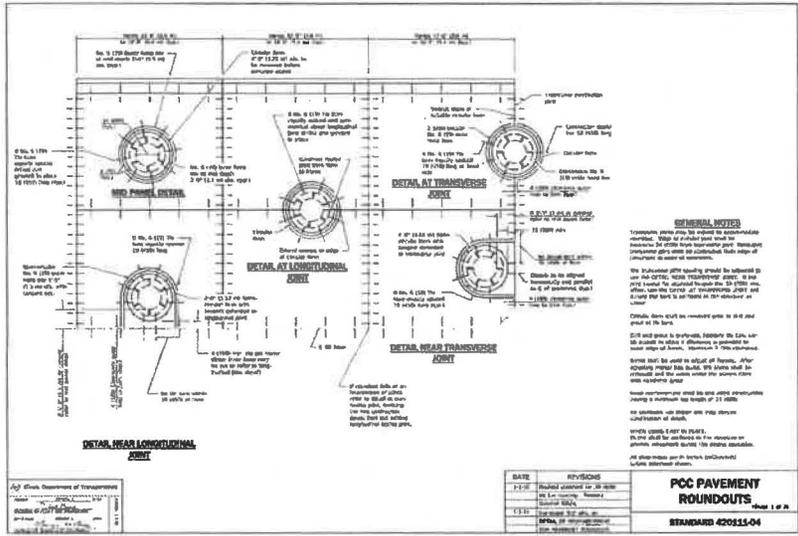












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 FAX: 630-397-3696  
 WWW.DEUCHLER.COM

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

**VERIFY SCALE:**  
 1" = 10'-0" (ON OFFICIAL DRAWINGS)

**DATE:** 07/20/21  
**SCALE:** AS SHOWN  
**JOB NO.:** 190-19012-00  
**FIELD BOOK NO.:** N/A

**DESIGNER:** BP  
**DRIVER:** MH  
**CHECKER:** AS  
**APPROVER:** BP

**CITY OF GENEVA**  
**2021 SANITARY MANHOLE RECONSTRUCTION**  
**STANDARD DETAILS**

SHEET **11**  
 OF **11**





**Deuchler Engineering Corp.**  
**230 Woodlawn Avenue**  
**Aurora, IL 60506**  
**Phone: 630-897-4651**  
**Fax: 630-897-5696**

