



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Storm and Sanitary Sewer Cleaning and Televising		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	March 20, 2023		
Please Check Appropriate Box:			
<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: \$225,000	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>Fiscal year 2023-24 budget has funds allocated towards cleaning & televising storm sewers and large diameter sanitary sewers. Staff does not have the proper equipment to perform large diameter sanitary sewer cleaning and televising and is why it was included in the bid package. A bid notice was placed in the Daily Herald and on the City's web site. Five (5) bids were received and opened on February 27, 2023 with the low bid submitted by Sewertech LLC, Bensenville, IL which has successfully completed this project in the past. Quantities in the bid document are estimates based on projected costs. Staff is increasing the quantities to utilize the full budgeted amount available. Work will commence after May 1, 2023.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Summary 			
Voting Requirements:			
<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>			
Recommendation / Suggested Action: <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 Sewertech LLC, in an amount not-to-exceed \$225,000.00</p>			

RESOLUTION NO. 2023-28
RESOLUTION AUTHORIZING EXECUTION OF
Contract for Storm Sewer and Large Diameter Sanitary Sewer Cleaning & Televising

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 Sewertech, LLC, related to storm sewer and large diameter sanitary sewer cleaning & televising.

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 _____, 2023

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

SECTION 00400

AGREEMENT

2023 SANITARY AND STORM CLEANING & TELEVISIONING
CITY OF GENEVA
2023

This Agreement, made this 20th day of March, 2023 by and between the City of Geneva, hereinafter called "Owner", and Sewertech LLC, doing business as a Corporation, hereinafter called "Contractor."

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

1. The Contractor will commence and complete the construction of the **2023 Sanitary and Storm Cleaning & Televising**.
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 after the date of the Notice to Proceed but no sooner than May 1, 2023. The Contractor will Substantially Complete the Work by **August 29, 2023** and will meet Final Completion by **September 29, 2023**, 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 **\$189,050.00**, 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. Special Provisions
 - M. Storm and Sanitary Sewer Maps

N. Addenda:

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 **duplicate** each of which shall be deemed an original on the date first above written.



Owner:

City of Geneva

By: Stephanie K

Name: Stephanie K. Dawkins

Title: City Administrator

Attest:

Name: Jeanne Lorman

Title: Deputy Clerk

SEWERTECH LLC
1730 EPPING PLACE
SCHAUMBURG, IL 60194

(Seal)

Contractor: SEWERTECH LLC

By: Jakub Kawa

Name: JAKUB KAWA

Title: CO-OWNER

Attest:

Name: Karel Nesch

Title: Co-Owner

END OF SECTION

SEWERTECH LLC
1730 EPPING PLACE
SCHAMBERG, IL 60194



**BIDDING REQUIREMENTS, CONTRACT FORMS,
CONTRACT CONDITIONS AND SPECIFICATIONS FOR
CITY OF GENEVA, ILLINOIS**

2023 SANITARY AND STORM CLEANING AND TELEVISIONING

February 2023

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SECTION 00020

ADVERTISEMENT FOR BIDS

2023 STORM SEWER AND LARGE DIAMETER SANITARY CLEANING & TELEVISIONING CITY OF GENEVA 2023

Sealed **Bids** submitted in duplicate in a sealed envelope with the words “2023 Sanitary Storm Sewer Cleaning & TV” clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 A.M. Monday February 27, 2023** 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 storm sewer cleaning & TV which includes the cleaning of catch basins, along with the cleaning & TV of large diameter sanitary sewer and all necessary 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
Bob VanGyseghem
Superintendent of Water & Wastewater
Dated this 2nd day of February, 2023

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SECTION 00100

INSTRUCTIONS FOR BIDDERS

2023 SANITARY AND STORM CLEANING AND TELEVISIONING CITY OF GENEVA 2023

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 **Each Bidder shall submit two (2) copies of the Bid Documents.**
- 2.3 The Owner and Engineer, in making copies of Contract 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 to City of Geneva Public Works, 1800 South St., Geneva IL 60134 Attention Bob

Van Gyseghem (Email bvangyseghem@geneva.il.us) (Fax: 630-208-1503), 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 27th day of February, 2023, 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 Mr. Bob VanGyseghem, Superintendent of Water and Sewer, City of Geneva. Each sealed envelope containing a Bid must be plainly marked on the outside as “**2023 SANITARY AND STORM CLEANING AND TELEVISIONING**”, 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 approval by the Geneva City Council.
- 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, City of Geneva Public Works, 1800 South St., Geneva, IL 60134; (Email bvangyseghem@geneva.il.us) FAX (630) 208-1503.
- 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.**

**2023 SANITARY AND STORM
CITY OF GENEVA
2023**

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

2023 SANITARY AND STORM
CITY OF GENEVA
2023

Proposal of SEWERTECH LLC
(hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois, doing
business as PARTNERSHIP (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 Superintendent of Water & Wastewater written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by Superintendent 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	Storm Sewer Video Inspection with Lt Cleaning (8"-15")	25,942	LF	2.50	64,855
2	Storm Sewer Video Inspection with Lt Cleaning (18" - 27")	10,280	LF	2.50	25,700
3	Storm Sewer Video Inspection with Lt Cleaning (30" - 36")	2,476	LF	3.00	7,428
4	Storm Sewer Video Inspection with Lt Cleaning (42" - 48")	299	LF	3.00	897
5	Storm Sewer Inlet/Catch Basin Cleaning	465	EACH	100.00	46,500
				TOTAL	145,380
6	Sanitary Sewer Video Inspection with Lt Cleaning (15")	2,025	LF	2.00	4,050
7	Sanitary Sewer Video Inspection with Lt Cleaning (18")	1,810	LF	2.00	3,620
8	Sanitary Sewer Video Inspection with Lt Cleaning (24")	780	LF	2.50	1,950
9	Sanitary Sewer Video Inspection with Lt Cleaning (27")	3,900	LF	2.50	9,750
10	Sanitary Sewer Video Inspection with Lt Cleaning (30")	2,600	LF	3.00	7,800
11	Storm Sewer Heavy Cleaning & Root Cutting	20	HR	400.00	8,000
12	Sanitary Sewer Heavy Cleaning & Root Cutting	20	HR	400.00	8,000
13	Locate Buried Manhole	10	EACH	50.00	500
				TOTAL	43,670
Total Amount of Bid					189,050.00
*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 shall begin no sooner than May 1, 2023, and will be Substantially Complete on August 29, 2023, with Final Completion September 29, 2023.**
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 \$ 18,905.00, 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 executions 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 K.N. Hand(s) and Seal J.K. this 22 day of FEBRUARY, 2023.

If an individual, sign
and give address

Address _____

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

SEWERTECH LLC
Partnership Name

Address 1730 EPPING PL, SCHAUMBURG, IL 60194

Name and Addresses
of Individual Partners

JAKUB KAWA

213 POPPY LN, BENSENVILLE, IL 60106

KAROL NASUTA

1730 EPPING PL, SCHAUMBURG, IL 60194

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

Corporate Name

Address _____

By _____

Attest:

Secretary

Corporate Seal

Contact Phone Number of Bidder: (708) 351-8641



Bond Number: 2539101

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Sewertech LLC as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto City of Geneva as Owner, in the full and just sum of Ten Percent (10 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____
2023 Storm Sewer and Large Diameter Sanitary Cleaning & Televising

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 23 day of February, 2023

Principal:

Sewertech LLC

Witness: [Signature]

By: [Signature] (SEAL)

Name Typed: Jakub Kawa, President
Title

Surety:

West Bend Mutual Insurance Company

Witness: [Signature]

By: [Signature] (SEAL)

Name Typed: MARC S SCHOL
Title

Agency Name: SCHOL & ASSOCIATES INC

Address: 113 W MAIN STREET

WEST DUNDEE, IL 60118

Phone Number: (847) 426-0052

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

MARC S SCHOL

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 23rd day of February, 2023.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

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

CERTIFICATE OF NON-DISQUALIFICATION

UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that SEWERTECH LLC (Contractor) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

SEWERTECH LLC
Name of Contractor
Jakub Kawa
Signature
JAKUB KAWA
Print/Type Name
CO - OWNER
Title

Subscribed and sworn to before me this 24 day of FEB, 2023



[Signature]
Notary Public
16-JULY 2023
Commission Expires

Notary Seal

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

SEWERTECH LLC (Contractor)

shall comply with all local, state and federal safety standards.

SEWERTECH LLC
Name of Contractor

Jakub Kawa
Signature

JAKUB KAWA
Print/Type Name

CO-OWNER
Title

Subscribed and sworn to before me this 24 day of FEB, 2023



[Signature]
Notary Public
16-JUL-2023
Commission Expires

Notary Seal

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

SEWERTECH LLC
(Contractor)

complies with the Illinois Human Rights Act as amended by Section 2 – 105, Public Act 87 – 1257 in relation to employment and human rights.

SEWERTECH LLC
Name of Contractor

Jakub Kawa
Signature

JAKUB KAWA
Print/Type Name

CO - OWNER
Title

Subscribed and sworn to before me this 24 day of FEB, 2023



[Signature]
Notary Public

16-JUL-2023
Commission Expires

Notary Seal

CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that all work under this contract shall

comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that the bidder will file their substance abuse prevention plan.

SEWERTECH LLC
Name of Contractor

By: Jaime Ochoa

State of IL),
County of DUPAGE) ss.

Subscribed and sworn to
before me this 24 day
of FEB, 2023.

Notary Public



CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that SEWERTECH LLC (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

SEWERTECH LLC
Name of Bidder

By: Jaime Ochoa

State of IL),
County of DUPAGE ss.

Subscribed and sworn to
before me this 24 day
of FEB, 2023.

Notary Public



FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE CITY COUNCIL OF GENEVA, UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

JAKUB KAWA

being first duly sworn, deposes and says that he is the _____

PARTNER

of _____

SEWERTECH LLC

(Title or Officer)

and that he has authority to make the following affidavit; that he has knowledge of the City of Geneva's, standards relating to Fair Employment Practices and knows and understands the contents thereof;

that he certifies hereby that it is the policy of SEWERTECH LLC
(Name of Company)

to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap; and that the company has and enforces policies which prohibit sexual harassment in the workplace.

Jakub Kawa
(Signature)

SUBSCRIBED and sworn to before me this 24 day of FEB, 2023

[Signature]
(Notary Public)



END 00300

CERTIFICATION FOR DRUG FREE WORK PLACE

The undersigned, as a duly-authorized representative of the Contractor do hereby certifies to The City of Geneva, Kane County, Illinois, that the Contractor ensures that he/she will operate a work environment which is free of any and all illegal drugs in accordance with the Drug Free Workplace Act of January, 1992. In addition, any prescribed drugs that will impair an employee's judgment or ability to work safely should not be allowed on the work site or on any satellite location.

JAKUB KAWA

NAME

SEWER TECH LLC

COMPANY

2-22-2023

DATE

(To be submitted with Bid)

CERTIFICATION OF COMPLIANCE WITH SECTION 11-42.1-1
OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon first being duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

SEWERTECH LLC (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 Chapter 24, Section 11-42.1 Illinois Revised Statutes.

SEWERTECH LLC
CONTRACTOR'S NAME

BY: Jakub Kauer
(TITLE) CO-OWNER



Subscribed and sworn before me this 24
Day of FEB, 2013 ^{JD} 2023

[Signature]
Notary Public

(To be submitted with Bid)

CERTIFICATION:

CONTRACTOR

BY: _____
NAME: SEWERTECH LLC (PRINCIPAL)
TAKUB KAWA
TITLE: CO-OWNER
ADDRESS: 1730 Epping Pl, Schaumburg, IL 60194



ATTEST

BY: _____
NAME: JAIMÉ OCHOA (NOTARY PUBLIC)
ADDRESS: _____

END OF SECTION

CERTIFICATION:

CONTRACTOR

BY: SEWERTECH LLC
(PRINCIPAL)

NAME: KAROL NASUTA

TITLE: PARTNER

ADDRESS: 1730 EPPING PLACE SCHAUMBURG IL 60194



ATTEST

BY: Jakub Kawa
(PRINCIPAL SECRETARY)

NAME: JAKUB KAWA

TITLE: PARTNER

ADDRESS: 213 POPPY LN. BENSENVILLE, IL 60106

SUBSCRIBED AND SWORN TO

Before me this 24 day of
FEB, 2023.

[Signature]
Notary Public



END OF SECTION

SECTION 00400

AGREEMENT

**2023 SANITARY AND STORM CLEANING & TELEVISIONING
CITY OF GENEVA
2023**

This Agreement, made this 20th day of March, 2023 by and between the City of Geneva, hereinafter called "Owner", and Sewertech LLC, doing business as a Corporation, hereinafter called "Contractor."

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

1. The Contractor will commence and complete the construction of the **2023 Sanitary and Storm Cleaning & Televising**.
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 after the date of the Notice to Proceed but no sooner than May 1, 2023. The Contractor will Substantially Complete the Work by **August 29, 2023** and will meet Final Completion by **September 29, 2023**, 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 **\$189,050.00**, 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. Special Provisions
 - M. Storm and Sanitary Sewer Maps

N. Addenda:

- 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 **duplicate** 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: Janne Tomasi

Title: Deputy Clerk

SEWERTECH LLC
1730 EPPING PLACE
SCHAUMBURG, IL 60194

(Seal)

Contractor: SEWERTECH LLC

By: Jakub Kawa

Name: JAKUB KAWA

Title: CO-OWNER

Attest:

Name: Karol Wasuk

Title: Co-owner

END OF SECTION

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SECTION 00410
NOTICE OF AWARD

2023 SANITARY AND STORM CLEANING & TELEVISIONING
CITY OF GENEVA
2023

To:

__ Sewertech LLC ____
__ 1730 Epping Pl. ____
__ Schaumburg, IL 60194

Date: April 21, 2023

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 \$189, 050.00.

You are required by the Instruction 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 for the date of the Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds and Certificate of Insurance within the 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: __ Robert Van Gyseghem ____

TITLE: __ Superintendent of Water & Wastewater ____

DATE: __ April 21, 2023 ____

ACCEPTANCE OF NOTICE

Receipt of above **NOTICE OF AWARD** is hereby acknowledged:

CONTRACTOR: SEWERTECH LLC

NAME: Jakub Kuwa

TITLE: CO-OWNER

DATE: 4-24-23

END OF SECTION

SECTION 00420

NOTICE TO PROCEED

**2023 SANITARY AND STORM CLEANING & TELEVISIONING
CITY OF GENEVA
2023**

To:

____ Sewertech LLC _____
____ 1730 Epping Pl _____
____ Schaumburg, IL 60194 _____

Date: May 9, 2023

You are hereby notified to commence WORK in accordance with the Agreement dated May 1st, 2023 and you are to have the WORK Substantially Complete by **August 29, 2023** and meet Final Completion by **September 29, 2023**.

City of Geneva

NAME: Robert Van Gyseghem _____

TITLE: Superintendent of Water & Wastewater _____

DATE: May 9, 2023 _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

CONTRACTOR: SEWERTECH LLC

NAME: JAKUB KANA

TITLE: CO-OWNER

DATE: 5/10/23

END OF SECTION

SECTION 00530

CHANGE ORDER

Change Order No. _____

Date: _____

Agreement Date: _____

Name of Project: 2023 SANITARY AND STORM CLEANING AND TELEVISIONING

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: _____

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Bond Number 2544171

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

That Sewertech LLC 1730 Epping Pl, Schaumburg, IL 60194-4011
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Geneva of

22 S 1st St, Geneva, IL 60134-2203
(Name and address of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Hundred and Eighty-Nine Thousand and Fifty Dollars and Zero Cents Dollars (\$ 189,050.00),
(Insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Owner for 2023 Storm Sewer and Large Diameter Sanitary Cleaning & Televising in Geneva, IL

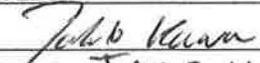
in accordance with drawings and specifications prepared by Jakub Kawa
(Name of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the conditions outlined on the reverse side of this bond:

Signed and Sealed this 24 day of April 20 23

Witness: 

Principal:
Sewertech LLC
By:  (SEAL)
Name Typed: JAKUB KAWA, President
Title

Witness: 

Surety:
West Bend Mutual Insurance Company
By:  (SEAL)
Name Typed: TIM M SCHOL, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

CONDITIONS

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b. After the expiration of one (1) year following the date on which Principal released work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

TIM M SCHOL

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 24th day of April, 2023.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



Bond Number 2544171

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Sewertech LLC of 1730 Epping Pl, Schaumburg, IL 60194-4011
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Geneva of

22 S 1st St, Geneva, IL 60134-2203
(Name and address of the Owner)

as Obligee, hereinafter called Owner, in the amount of One Hundred and Eighty-Nine Thousand and Fifty Dollars and Zero Cents Dollars (\$ 189,050.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for 2023 Storm Sewer and Large Diameter Sanitary Cleaning & Televising in Geneva, IL in accordance with drawings and specifications prepared by Jakub Kawa
(Name of Architect or Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be increased automatically and immediately, without the need for separate amendments hereto, upon amendment to the Contract that does not increase the contract price more than ten (10) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this 24 day of April 20 23

Principal:

Sewertech LLC

By:  (SEAL)

Name Typed: JAKUB KAWA, President
Title

Witness: 

Surety:

West Bend Mutual Insurance Company

By:  (SEAL)

Name Typed: TIM M SCHOL, Attorney-In-Fact
Title

Witness: 

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/23

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

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

PRODUCER		CONTACT NAME: Brian Hayes	
SCHOL & ASSOC INC		PHONE (A/C, No, Ext): (847)426-0052	FAX (A/C, No): (847)426-0067
113 W Main St		E-MAIL ADDRESS: suzie@scholinsurance.com	
West Dundee, IL 60118		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Mutual	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Sewertech LLC			
1730 Epping Place			
Schaumburg, IL 60194			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A367934	11/09/22	11/09/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A367934	11/09/22	11/09/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A367934	11/09/22	11/09/23	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A847583	11/03/22	11/09/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insureds on a Primary and non-contributory basis: City of Geneva, their officers, agents, and employees

CERTIFICATE HOLDER**CANCELLATION**

City Of Geneva
22 S. 1st Street
Geneva, IL 60134

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**2023 Sanitary and Storm Cleaning and Televising
City of Geneva**

SPECIAL PROVISIONS

The following Special Provisions supplement the General Conditions, Supplementary Conditions, “Standard Specifications for Water and Sewer Construction in Illinois, 7th Edition” (hereinafter referred to as the “Standard Specifications”), the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016, and “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2021 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 violate 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 City of Geneva 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 Owner from all claims, suits, or proceedings brought against the 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 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
- Protection of pavement and property

- Phasing of the Work; Access to Residents; Completion Time; Restoration
- Use of City water
- 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 the City of Geneva 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 (½) 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 RESIDENT NOTIFICATION & SEWER ACCESS

The Contractor shall provide and hang notices on doors of all residences / businesses with service lines connected to sanitary sewer mains to be cleaned. 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.

For any work conducted in rear yards, coordination with the City’s Public Works Department will be required. Easement machines and portable televising may be required to access these sewers.

SP-9 DAMAGE TO PROPERTY & RESTORATION

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 caused by the cleaning or televising operation shall be the sole responsibility of the Contractor. The Contractor shall be responsible for cleaning needed as the result of sewer backups caused by the jetting operation. 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.

All grass areas that are disturbed due to installation of the new sanitary sewers shall be restored in accordance with Articles 21-2.05 of the Standard Specifications and with the details shown on the Plans. The work shall include the grading of trench backfill material, the spreading of pulverized top soil, the grading to obtain positive drainage, fertilizing, seeding, installing loose straw blanket, stabilizing with hydraulic mulch.

Seed mix with 25% increased rate:

- 24.93% ASAP Perennial Ryegrass
- 24.46% Caddieshack Perennial Ryegrass
- 24.33% Goalkeeper Perennial Ryegrass
- 12.37% Geronimo Kentucky Bluegrass
- 12.29% Kentucky Bluegrass
- 1.34% Inert Matter
- 0.28% Crop
- 0.00% Weed

The Contractor shall replace all topsoil to the depth as it now exists. If the topsoil is less than 6" thick, the Contractor shall provide additional top soil so that a minimum of 6" is replaced. The Contractor shall seed all disturbed grass areas.

Each resident/business shall be responsible for watering after the application.

All restoration shall not be paid for separately, and is incidental to the contract.

SP-10 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-11 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.

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.

Contractor shall not use driveways of residential and non-residential properties without the coordination with City staff and property owner. Contractor shall be responsible for and correct any damage or stains to the driveway to the satisfaction of property owner and City.

SP-12 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-13 DISPOSAL OF DEBRIS

The Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid

material resulting from the cleaning operation from the downstream manhole of the sewer segment. Passing material from sewer segment to sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation are observed and/or detected, as passing to downstream sewer segment(s), the Contractor shall clean such sewer segment(s) at no additional cost. Extra precautions must be made to prevent debris from entering lift station wet wells. The Contractor is responsible for any damage to the pumps from debris entering a wet well due to nearby cleaning operations.

A “Vactor” or similar vacuum truck must be onsite during all cleaning operations and will be required to be setup on the downstream manhole to pull debris out of the sewer during all cleaning operations. As the sewer jet or other cleaning equipment is in use, the vacuum equipment shall be running in order to prevent debris from moving further downstream. The use of the vacuum truck does not constitute heavy cleaning.

Disposal of all sewer debris shall be the responsibility of the Contractor and shall be done in accordance with the Illinois Environmental Protection Agency (IEPA) and all other regulating agencies. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary, combined sewer manholes or otherwise improperly disposed. Improper disposal of sewage or solids removed from the sewers may subject the Contractor to fines imposed by the City. In addition, the CONTRACTOR may be subject to civil and/or criminal penalties for improper disposal under the law. **Removal and disposal of all sewer debris shall be incidental to the contract and will not be paid for separately.**

All dirt, debris, roots and other material removed from the storm and sanitary sewers shall be hauled away by the Contractor to a dump site furnished by the City at no additional cost (located at 584 Kautz Road, Geneva IL).

SP-14 WORKSITE PROTECTION AND TRAFFIC CONTROL

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.

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. All costs

to meet the requirements stated herein shall be considered incidental and included in the various unit bid prices.

At the preconstruction meeting the Contractor shall furnish the name of the individual in his direct employment 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.

SP-15 WORK IN EASEMENTS AND R.O.W.

Construction work in easements and right-of-way shall be in accordance, but not limited to Section 7.13 of the Standard Specifications. Contractor shall notify the property owner at least 48 hours in advance prior to starting the work on their property.

SP-16 VIDEO INSPECTION WITH LIGHT CLEANING (SANITARY AND STORM)

This item shall include the cleaning and televising of existing sewers for the purposes of visually inspecting them for acceptance.

Light Sewer Cleaning Prior to Televising: All sewer cleaning prior to televising shall be included as part of the televising cost. The purpose of cleaning is to remove such accumulations of sediment, debris, blockage, mineral deposits, grease, roots, etc. to permit a thorough and complete examination of the condition of the sewer through internal closed-circuit color television inspection. Any additional “Heavy” cleaning required must be approved by Engineer or Owner.

Three full passes with the jetter hose may be required to fulfill the “Light Cleaning” requirement. The intent is to provide the industry standard 95% clean pipe in order to properly assess the pipe

with PACP V 7.0.2 coding. The use of a vactor truck or debris catcher is required in each downstream manhole in order to remove the debris and prevent it from passing further downstream. Should dirt or debris be observed and/or detected, in a manhole or sewer after cleaning, the CONTRACTOR shall re-clean said manhole and the adjacent downstream sewer segment(s) at no additional cost.

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”.

The final report files, in paper and electronic “.pdf” formats, shall include a still shot image of **every observation**. These detailed reports shall include the following information at a minimum:

- Project Name
- System Owner Name
- Survey Customer Name
- Contractor Name, Phone Number & Address
- Surveyor’s Name & PACP Certification Number
- Date and Time of Televising
- Location (Street Name and Number)
- Address (nearest to each manhole)
- Rim to Invert Measurements (for both Upstream & Downstream Manholes)
- Pipe Segment ID Number
- Upstream Manhole Number & Downstream Manhole Number
- Drainage Area
- Weather
- Segment Length
- Joint Length
- Pipe Material
- Pipe Height (and Width if not Circular)
- Total Pipe Length
- Total Length Surveyed
- Flow Control
- Tape/Media Number
- Pre-Cleaning / Cleaning method
- Pipe condition observations (i.e. grease, roots, deposits, cracks, fractures, sags voids etc.)
- Location of all service connections (description of active vs. inactive)
- Location of all manholes
- Still shot photos of each observation
- NASSCO – Structural, O&M and Overall Ratings

Digital Video Deliverables:

The Contractor shall provide a color digital video of all pipeline segments in “.mpeg” format on two external hard drives with USB 2.0 connections. **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”.** Separate MPEG-3 files and PDF reports with still images shall be created for each manhole to manhole pipe segment inspected.

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

Audio and video observation documentation is to be provided in the most up-to-date form of a NAASCO PACP 7.0.2 coding methodology database. The PACP Version 7.0.2 data base shall include all header information as well as any observations recorded. Links to the videos and the ".pdf" format of the reports shall be included within the data base. This data base shall be updated monthly and shall contain every observation from the beginning of the project through current delivery date.

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 and database 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. Videos must play in a continuous manner without freezing/glitching on both platforms.

Invoice Data Delivery:

The CONTRACTOR shall provide the City with (2) hard drives prior to the submittal or processing of each invoice. The hard drives shall include the following information:

- Database: A Microsoft Access V07 database file (detailing all header information, defect observations, links to videos and ".pdf" format of the reports from the beginning of the project through current delivery date).
- The associated video files and ".pdf" reports for each line segment televised to date. One digital copy of all files shall be provided on portable USB hard drives.
- A detailed breakdown of segments cleaned and televised for each invoice shall be required including MH to MH segment, pipe size, length and date work was performed. This shall be provided in excel format.
- Certified Payrolls shall be submitted along with the invoice.

Final Data Delivery:

At the end of the project, the CONTRACTOR shall provide two complete reports in binders and two (2) complete sets of all digital video files on individual portable USB powered hard drives. The hard drives shall include the following information:

- Database in **PACP 7.0.2** format to detail location, type, and severity of all defects.
- Microsoft Access V07 Database files with all tables linked by appropriate I.D. numbers, and links to video and “.pdf” report files. **All data shall be linked to the pipe segment ID number.**
- Individual reports (in pdf format) of the PACP & Pipe Segment View Reports for each pipe section, to include a graphical representation of the pipe, service locations / directions, defect locations, **AND STILL-SHOT PHOTOS OF EACH OBSERVATION.**
- The Contractor shall hand-write notes on the maps provided by the CITY. This shall include confirmation of sections that were completed, any variations discovered such as differing pipe diameter, missing pipe sections, missing manholes, etc. and labeled by the Contractor as necessary to correlate to video / photo / database labels. Any buried or unmapped manholes located shall be marked with dimensions to upstream and downstream manholes.
- All videos shall be in **MPEG-3** format and delivered on the portable USB hard drives. Any compromised video files, or un-playable videos will be rejected and the Contractor will need to re-submit at no additional cost.
- All USB flash drives and portable USB hard drives shall become the property of the City upon delivery.

All required work for project deliverables shall be considered incidental to the Contract and will not be compensated for separately.

Basis of Payment:

This work item shall be paid at the Contract Unit Price **per linear foot** for “Storm Pre – Construction Cleaning and Televising” and “Sanitary Pre – Construction Cleaning and Televising” of the diameter specified and shall include all labor and material required for television inspection, light cleaning, electronic media, digital database and all appurtenances required to complete the work. The total quantity for each section shall be the measured straight-line distance in Linear Feet from the center of manhole to center of manhole, regardless of the number of set-ups required.

SP-17 STORM AND SANITARY SEWER INLET/CATCH BASIN CLEANING

Each Inlet and Catch basin that is connected to lines called out for Video Inspection and Lt Cleaning are to be cleaned as well.

Digital Video Deliverables:

The Contractor shall provide a color digital video of each Inlet/Catch Basin cleaned in “.mpeg” format on two external hard drives with USB 2.0 connections. **Each video shall be named according to the Inlet/Catch Basin Structure ID.**

Video recordings shall be one file per structure cleaned 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 surrounding area shall be included in the video recording to verify structure identification. Verbal identification of the structure ID shall also be included with the video as well. Each structure shall be visibly free of any solid debris. Failure to meet this criteria will result in a rejection of payment.

All video files shall be viewable on both VLC Media Player and Windows Media Player. Videos must play in a continuous manner without freezing/glitching on both platforms.

Basis of Payment:

All storm and sanitary sewer inlets and catch basin cleaning shall be incidental to “Storm Pre – Construction Cleaning and Televising” and “Sanitary Pre – Construction Cleaning and Televising” and shall include all material, and labor required. Digital Video Deliverable must be included in order to receive payment for “Storm Pre – Construction Cleaning and Televising” and “Sanitary Pre – Construction Cleaning and Televising”.

SP-18 HEAVY CLEANING & ROOT CUTTING (SANITARY AND STORM)

Heavy cleaning shall be required where it has been determined that large deposits of debris remain in the sewer lines and complete cleaning of the segment would require more than the industry standard three (3) passes through the line with high pressure water jetting equipment. Wherever four (4) or more passes are required to completely clean the pipe segment, it shall be brought to the attention of the Engineer so that this item can be approved by the Engineer before proceeding to “Heavy Cleaning” of the sewer. Without prior knowledge or approval by the Engineer or City, the City reserves the right to deny payment for “Heavy Cleaning”.

The heavy cleaning equipment to be used shall facilitate the removal of such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. The pipe must be free flowing with no obstructions to allow for a complete and thorough inspection.

Bucket machines, rodding machines, lumberjacks, augers and 120 gpm or higher hydro jetting equipment can be utilized in this heavy-duty cleaning. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable be used so that breakage will not occur hanging the cleaning equipment up within the sewer lines.

The video inspection must begin before the heavy cleaning takes place, in order to get visual confirmation of the initial pipe condition.

Root cutting shall be required where root growth is excessive and cutting would be required to facilitate a thorough and complete examination of the condition of the sewer through CCTV

inspection.

Wherever root cutting is required it shall be brought to the attention of the Engineer so that this item can be approved by the Engineer before proceeding to “Root Cutting” of the sewer. Without prior knowledge or approval by the Engineer or City, the City reserves the right to deny payment for “Root Cutting.”

The root cutting tools shall be the industry standard concave saws, flat saws, water blasters or chain knockers and shall be carefully selected to ensure no damage is caused to the sewer main or any portion of the lateral including protruding laterals. Extreme caution should be taken when operating root cutters in the sewer and a video inspection shall be on the root cutter at all times to ensure damage is not caused from root cutting. The Contractor is responsible for any damage caused by the root cutter and shall be repaired at no expense to the Owner.

The entire segment shall be free of root intrusion for this item to be approved for payment.

Basis of Payment:

All heavy cleaning, root cutting, and protruding tap cutting shall be considered incidental to “Storm Pre – Construction Cleaning and Televising” and “Sanitary Pre – Construction Cleaning and Televising” and shall include all material, and labor required. This item must be approved by the Engineer prior to proceeding. All Heavy Cleaning, Root Cutting, and Protruding Tap Cutting will require accompanying CCTV video and data to be submitted.

SP-19 LOCATE BURIED MANHOLE

This item shall include field locating, field marking, and a GPS point survey of buried manholes. The location shall be determined above ground via three methods. First, a camera-mounted sonde and compatible detection wand shall be utilized to locate and paint / flag the location while the camera is halted within the buried manhole. Second, the Contractor shall utilize a measuring wheel or tape to measure from the entry manhole to the buried manhole (based on camera reel counter footage) for confirmation that the correct location is marked. Third, a metal detector shall be utilized to confirm location if possible. Upon confirmation of location, the buried manhole shall be thoroughly painted (oil-based white) in paved areas and staked in vegetated areas. A GPS coordinate shall then be obtained to sub-meter accuracy. The Contractor shall also send an area photograph of the location to the Engineer showing the marked location and its surroundings.

Basis of Payment:

Locating of buried manholes shall be incidental to “Storm Pre – Construction Cleaning and Televising” and “Sanitary Pre – Construction Cleaning and Televising” and shall include all labor, equipment and materials required to complete the work. The Engineer must be notified when the manhole has been found via CCTV. The manhole must be drawn onto the field map, as well as clearly marked on the ground.

SP-20 PRE-CONSTRUCTION CLEANING AND TELEVISIONING

General

This section governs all work required for sewer cleaning and sewer inspection by closed circuit televising done in preparation for cured-in-place pipelining, and grouting. Cleaning and televising shall be performed on the entire section of sewer between upstream and downstream manhole structures and shall be completed to the industry standard of 95% clean.

Notice to Residents

The Contractor shall provide and hang notices on doors of all residences / businesses with service lines connected to sewer mains to be cleaned. Notices shall be distributed 48 hours in advance of the work. The Contractor shall include the contact information for the onsite field supervisor as the primary contact for affected residents. The Contractor shall customize the notice to include City of Geneva logo and contact information. The notice shall be written in both English and Spanish. 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.

Damage to Property

The Contractor shall be responsible to take all necessary precautions to prevent surcharging or other damage to private residences / businesses. Any damage to public or private property caused by the cleaning or televising operation shall be the sole responsibility of the Contractor. The Contractor shall be responsible for cleaning needed as the result of sewer backups caused by the jetting operation. Any repairs, restoration, or cleaning that is necessitated by project shall be the sole responsibility of the Contractor.

Equipment

The Contractor is responsible to provide and maintain all industry-standard equipment required to complete the project. Each crew shall have a vacuum / jetter combination truck equipped with a high velocity gun for washing and scouring manholes and a TV truck capable of seating a minimum of 4 people including the City and Engineer. For easement work, the Contractor shall be required to have off-road equipment as necessary to access off-street sewer areas.

A camera-mounted locating sonde, capable of operation at depths up to 20 feet, shall be required to be available each day to locate buried manholes and other defects as required by the Contract and / or as directed by the City. To accomplish the work in a timely manner, it is anticipated that two (2) complete crews will be needed for some duration of the project.

Each tractor truck must be equipped with a flexible hose in order to reach manholes located at a maximum distance of 8 feet off the edge of pavement.

If any equipment gets stuck in the sewer and needs to be dug up, the Contractor is solely responsible for the cost of the dig, complete restoration and repair of sewer and any other costs associated with the retrieval of the equipment.

1. Hydraulic Sewer Cleaning Equipment Requirements:

- a. Hydraulic sewer cleaning equipment shall be the movable dam type constructed such that a portion of the dam may be collapsed during cleaning to prevent flooding of the sewer.
 - b. The movable dam shall be the same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease.
 - c. The Contractor shall take special precautions against flooding prior to using sewer cleaning balls or other equipment that cannot be collapsed instantly.
2. High Velocity Hydro-Cleaning Equipment Requirements:
- a. A minimum of 700 feet of high pressure hose.
 - b. Two or more high velocity nozzles capable of producing a scouring action from 10 degrees to 45 degrees in all size lines to be cleaned.
 - c. A high velocity gun for washing and scouring manhole walls and floor with the capability of producing flows from a fine spray to a long distance solid stream.
 - d. A 1,500-gallon minimum water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
 - e. Equipment operating controls located above ground.
 - f. Minimum working pressure of 1,000 pounds per square inch at a 50 gpm rate.
3. Mechanical Cleaning Equipment Requirements:
- a. Bucket Machines:
 - 1) Furnish with buckets in pairs and with sufficient dragging power to perform the work efficiently.
 - 2) Use V-belts for power transmission or have an overload device. No direct drive machines will be permitted.
 - 3) Be equipped with a take up drum and a minimum of 500 feet of cable.
 - b. Rodding Machines:
 - 1) Either sectional or continuous.
 - 2) Hold a minimum of 750 feet of rod.
 - 3) The rod shall be specifically heat-treated steel.
 - 4) The machine shall be fully enclosed and have an automatic safety throw out clutch or relief valve.
 - c. Lumberjack & Impact Cutters
 - 1) Lumberjack high speed low torque multi-purpose cutters
 - 2) Speeds up to 50,000 rpm
 - 3) Paikert low-speed, high-torque auger cutter
4. Closed Circuit Television Equipment
- a. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment necessary to the televising operation. The television camera shall be specifically designed and constructed for operation in

connection with sewer inspection and pipe joint sealing and testing. A camera-mounted locating sonde, capable of operation at depths up to 20 feet, shall be required to be available each day to locate buried manholes and other defects as required by the Contract and / or as directed by the City.

- b. Camera and lighting quality shall be suitable to provide a clear, continuously in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. The camera shall be able to operate efficiently in 100% humidity conditions.
- c. The TV camera shall have a rotating head with a high-resolution lens, capable of spanning 360-degrees circumference and 270-degrees on horizontal axis to televise sewer lines 6-inch diameter and larger. Focal distance shall be adjustable through a range of 1 inch to infinity. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any questionable problem areas. The camera shall be zoom capable.
- d. The TV camera shall be equipped with remote control devices to adjust the light intensity and at a minimum one thousand (1,000) feet of continuous cable shall be provided. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segments. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting.
- e. For manholes that may be difficult to access or where lamp holes are present in the place of manholes, the Contractor shall have available a self-propelled crawler transporter on which to mount the color television camera so as to be able to inspect the sewer as required.
- f. The TV camera shall be able to provide a continuous image of not less than ninety percent (95%) of the internal pipe surface at all times for sewers 8" through 18" in diameter and not less than eighty percent (90%) of the internal pipe surface for sewers over 18" through 48" in diameter. Maximum acceptable speed of camera through sewer shall be thirty (30) feet per minute.
- g. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500 line resolution color video picture.
- h. Electronic media shall visually display and include a narrative noting:
 - 1) Date, time of day, and depth of flow;
 - 2) Sewer segment number "from manhole to manhole";
 - 3) Distance from upstream manhole'
 - 4) Locations of service connections into sewer;
 - 5) Location of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition and distance in feet from the upstream manhole centerline.
- i. The remote reading footage counter shall be accurate to two-tenths of a foot over the length of the particular section being inspected and shall be mounted over the

television monitor. At the ENGINEER'S discretion, the CONTRACTOR shall provide an above-ground verification of the counter's accuracy if requested.

- j. Digital images should be provided in the common format accessible by Windows Media Player and VLC Media Player viewable in a continuous format. Videos must play in a continuous manner without freezing/glitching on both platforms.

Sewer Cleaning

The sewer manhole sections designated for Sewer Cleaning shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the sewer lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. This item shall include the cleaning of sewer and adjacent manholes, and shall consist of root cutting, removal of dirt, grease, rocks, sand and other materials and obstructions from sewer lines and manhole troughs. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set on the other manhole and cleaning again attempted. Should dirt or debris be observed and/or detected, in a manhole or sewer after cleaning, the Contractor shall re-clean said manhole and the adjacent downstream sewer segment(s) at no additional cost.

The Contractor shall perform all work in accordance with the latest OSHA confined space entry regulations.

Satisfactory precautions shall be taken to protect the sewer segments and sewer manholes from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer segment are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the sewer segment involved.

The use of a vactor truck or debris catcher is required in each downstream manhole to remove the debris and prevent it from passing further downstream.

If conditions such as broken pipe and major blockages are encountered that prevent cleaning from being accomplished or where damage would result if cleaning were attempted or continued, the Contractor shall immediately notify the Engineer. The Engineer shall be notified of any conditions which warrant termination of cleaning activities.

Heavy Cleaning

Heavy cleaning shall be required where it has been determined that large deposits of debris remain in the sewer lines and complete cleaning of the segment would require more than the industry standard three (3) passes through the line with high pressure water jetting equipment. The heavy cleaning equipment to be used shall facilitate the removal of such accumulation of sediment, debris, blockages, mineral deposits, bricks, grease, etc. The pipe must be free flowing with no obstructions, in order to permit a thorough and complete examination of the condition of the sewer through internal closed-circuit color television inspection.

Bucket machines, rodding machines, lumberjacks, augers and 120 gpm or higher hydro jetting

equipment can be utilized in this heavy-duty cleaning. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable be used so that breakage will not occur hanging the cleaning equipment up within the sewer lines. No debris shall be allowed to pass into downstream segments during the cleaning operation.

The video inspection must begin before the heavy cleaning takes place, in order to get visual confirmation of the initial pipe condition.

The City of Geneva must be notified that heavy cleaning is needed prior to the work being done.

Heavy cleaning will be paid at the hourly rate in the bid documents.

Root Cutting

Root cutting shall be required where it has been determined that root growth is substantial and cutting would be required to facilitate a thorough and complete examination of the condition of the sewer through internal closed-circuit color television inspection.

The root cutting tools shall be the industry standard concave saws, flat saws, water blasters or chain knockers and shall be carefully selected to ensure no damage is caused to the sewer main or any portion of the lateral including protruding laterals. Extreme caution should be taken when operating root cutters in the sewer and a video inspection shall be on the root cutter at all times to ensure damage is not caused from root cutting.

Root cutting will be considered incidental to this Contract item and will not be paid for separately.

Debris Removal and Disposal

The Contractor shall remove all sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation from the downstream manhole of the sewer segment being cleaned prior to beginning television inspection. Passing material from sewer segment to sewer segment shall not be permitted. In the event that sludge, dirt, sand, rocks, grease and other solid or semisolid material resulting from the cleaning operation are observed and/or detected, as passing to downstream sewer segment(s), the Contractor shall clean such sewer segment(s) at no additional cost.

Debris catchers or baskets will be required to be set in the channel of the downstream manhole during all cleaning operations. Additionally, a "Vactor" or similar vacuum truck must be onsite during all cleaning operations and will be required to be setup on the downstream manhole to pull debris out of the sewer during all cleaning operations. As the sewer jet or other cleaning equipment is in use, the vacuum equipment shall be running in order to prevent debris from moving further downstream. The use of the vacuum truck does not constitute heavy cleaning.

When bucket machines are being used, a suitable container shall be provided to receive the materials dumped from the buckets. The Contractor at his discretion may use an approved container (roll off) for the storage of debris removed from the line segments. All material resulting from the cleaning operations shall be removed from the site when the container has reached 3/4 of its volume, or at least once each working day and disposed of at the permitted disposal site.

Disposal of all sewer debris shall be the responsibility of the Contractor and shall be done in accordance with the Illinois Environmental Protection Agency (IEPA) and all other regulating agencies. Under no circumstances shall the removed sewage or solids be dumped onto streets or into ditches, catch basins, storm drains, sanitary, combined sewer manholes or otherwise improperly disposed. Improper disposal of sewage or solids removed from the sewers may subject the Contractor to fines imposed by the City. In addition, the Contractor may be subject to civil and/or criminal penalties for improper disposal under the law.

Removal and disposal of all sewer debris shall be incidental to this Contract item and will not be paid for separately.

All dirt, debris, roots and other material removed from the **storm and sanitary sewers** shall be hauled away by the Contractor to a dump site **furnished by the City at no additional cost (located at 584 Kautz Road, Geneva IL).**

Internal Closed-Circuit TV Inspection

The Inspection of sewer lines by CCTV shall be performed on all lines prior to and after all rehabilitation work by trained experienced PACP certified personnel. The Contractor shall take all necessary measures to televise the internal surface of each sewer segment in its entirety.

The Contractor shall furnish all labor, electronic equipment and technicians schooled and licensed in PACP 7.0.3 format, to perform the closed-circuit television inspection of the sewers. Operation of the equipment is to be controlled from above ground with a skilled technician at the control panel in the television studio, controlling the movement of the television camera through the sewer in either direction one segment at a time.

The video operator(s) shall be Pipeline Assessment Certification Program (PACP) certified by the National Association of Sewer Service Companies (NASSCO) and will be required to show proof of PACP ID or certification before performing work on this project. Certification dates must be current including renewal every three years. Operators with expired PACP ID numbers will not be allowed to work on the project until they have undergone the renewal process. The Contractor shall provide copies of each equipment operator's Certification Number at the preconstruction conference.

The Contractor shall begin each inspection with an onscreen written and verbal explanation of the project name, a detailed description of the location, the manhole to manhole segment, the direction of flow, the direction of camera setup and date. The depth (rim-invert) measurement of each manhole shall be recorded on the PDF report as well. A continuous footage counter shall be provided during the entire inspection, and shall be used to accurately record the locations of defects, connections, or objects in the pipe. The counter shall be accurate to two tenths of a foot. Maintain verbal commentary to identify any item that is called out on the report.

All inspections shall begin and end in the center of the manhole. The start of the video shall NOT begin already in the pipe segment. At the end of each inspection, the Contractor shall pan the camera around the ending manhole to get a view of what it looks like for identification purposes

as well as documenting all incoming pipes.

The camera shall be moved through the line in either direction at a uniform rate of 30 feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. The Contractor shall take all necessary measures to televise 95% of the internal surface of each sewer segment in its entirety. If dewatering with the jet truck is required to see 95% of the pipe, this shall be done at no additional charge to the City. Lighting system shall be adequate for quality pictures. A reflection in front of the camera may be required to enhance lighting.

If any obstruction in the sewer segment such as a protruding building lateral prohibits the passage of the television camera, the Contractor shall remove the protruding portion of the tap, and shall complete the inspection of the sewer. In case the Contractor must abandon the survey due to any obstructions in the sewer segment that cannot be removed, the Contractor shall attempt to inspect the remainder of the sewer segments by making a reverse set up at the next downstream manhole. No additional payment shall be made for reverse setups. Reverse set ups shall be easily distinguishable from ordinary setups, and must be labeled as such in the header of the PDF report.

All obstructions in the sewer segment that prohibit passage of the television camera shall be immediately reported to the Engineer by the Contractor referencing the location and nature of the obstruction.

The jetter nozzle shall accompany the camera at all times. This will ensure that the maximum area of pipe is visible.

The Contractor shall be responsible for any damage to public or private property resulting from televising activities and shall repair or otherwise make whole such damage at no cost to the City.

Digital Video & Report Deliverables

Electronic media of all sections shall be provided to City together with the respective television inspection reports. TV reports shall legibly show the location of each point of significance in relation to an identified manhole. Points of significance are, but not limited to the following: private service connections, unusual conditions, roots, storm sewer connections, sags, grease, broken pipe, presence of scale and corrosion, structural failures and other discernable features.

The Contractor shall provide a color digital video of all pipe line segments in “.mpeg” format on four (4) external hard drives with USB 2.0 connections. **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”.** Separate MPEG files and PDF reports shall be created for each manhole to manhole pipe segment inspected.

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 three (3).

All video files shall be viewable on both VLC Media Player and Windows Media Player in a continuous manner. Videos must play in a continuous manner without freezing/glitching on both platforms.

The hard drives shall include a master Excel spreadsheet with hyperlinks to each video file and associated PDF report as well as a master digital database of all observation data. Two (2) copies of the digital video data and logs and (2) complete reports in binder form shall become the property of the City.

- The Master Spreadsheet shall have a record for each line segment televised to date. The spreadsheet shall be in MS Excel format and shall have hyperlinks to both the video files and the associated “.pdf” of the PACP & Pipe Segment View report for each section of sewer televised. The spreadsheet shall include the following information for each record - Upstream and Downstream Structure Numbers, Date Televised, Televised Length, Pipe Size, work performed, and links to both the Video and the “.pdf” report files.
- The Database in PACP 7.0.3 format shall detail location, type, and severity of all defects and shall be Microsoft Access V07 Database files with all tables linked by appropriate I.D. numbers, and links to video and “.pdf” report files. **All data shall be linked to the pipe segment ID number.**

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 7.0.3. The sewer pipe video inspection reports must be saved with the PACP overview report.

Audio and video observation documentation is to be provided in NASSCO PACP (V7.0.3) coding methodology database. The PACP Version 7.0.3 data base shall include all header information as well as any observations recorded. Links to the videos and the “.pdf” format of the reports shall be included within the data base. This data base shall be updated monthly and shall contain every observation from the beginning of the project through current delivery date.

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 and database shall be fully compatible with PACP V 7.0.3 format.

Contractor shall record inspection in a PACP format. Video recordings and inspection shall visually display and include a narrative noting:

1. Date, time of day, and depth of flow
2. Sewer segment number "from manhole to manhole"
3. Direction of Flow
4. Distance from upstream manhole'
5. Locations of service connections into sewer;
6. All other information encountered during the inspection i. e obstructions, structural defects, leakage, sags, collapses etc.

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”.**

The final report files, in paper and electronic “.pdf” formats, shall include a still shot image of every observation. These detailed reports shall include the following information at a minimum:

- Project Name
- System Owner Name
- Survey Customer Name
- Contractor Name, Phone Number & Address
- Surveyor’s Name & PACP Certification Number
- Date and Time of Televising
- Location (Street Name and Number)
- Address (nearest to each manhole)
- Rim to Invert Measurements (for both Upstream & Downstream Manholes)
- Pipe Segment ID Number
- Upstream Manhole Number & Downstream Manhole Number
- Drainage Area
- Weather
- Segment Length
- Joint Length
- Pipe Material
- Pipe Height (and Width if not Circular)
- Total Pipe Length
- Total Length Surveyed
- Flow Control
- Tape/Media Number
- Pre-Cleaning / Cleaning method
- Pipe condition observations (i.e. grease, roots, deposits, cracks, fractures, sags voids etc.)
- Location of all service connections (description of active vs. inactive)
- Location of all manholes

- Still shot photos of each observation
- NASSCO – Structural, O&M and Overall Ratings

Measurement:

The Contractor shall measure from center of upstream manhole to center of downstream manhole.

Basis of Payment:

Sewer cleaning and television inspection in preparation for rehabilitation work shall be incidental to “Storm Pre – Construction Cleaning and Televising” and “Sanitary Pre – Construction Cleaning and Televising” and shall include all labor and material required for cleaning storm and sanitary sewer prior to liner installation, including all cleaning, televising, root cutting, removal and disposal of debris, removal of mineral deposits and sewerage solids, and all appurtenances required to complete the work.

SP-21 SEWER FLOW AND BYPASS PUMPING

This work shall include control of storm and sanitary sewer flow during closed circuit television (CCTV) inspection, sewer cleaning operations, manhole rehabilitation, manhole installation and all other sewer maintenance, inspection or construction activities. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building or property. The Contractor shall be solely liable for property damages that result from the work being performed.

During sewer cleaning operations, only 25% of the internal pipe diameter flow or “limited sewage flow” is acceptable. Flows shall be reduced by plugging, blocking, manually operating pump stations or bypass pumping. During sewer televising operations, only 5% of the internal pipe diameter flow is acceptable.

The Contractor may be required to submit drawings and complete design data showing methods and equipment to be utilized in bypass and dewatering operations. The bypass plan shall include the following information:

1. Location of temporary sewer plugs and bypass discharge lines indicated on plans
2. Capacities of pumps, prime movers, and standby equipment
3. Type of standby power source
4. Traffic control plan

When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall have sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation. The Contractor shall construct bypass system of material to prevent leakage during pumping operation.

The Contractor shall equip all engines with mufflers and/or enclose to keep noise level less than 50 decibels, or 10 decibels above ambient noise levels when measured at building closest to noise source.

The Contractor shall maintain sufficient labor, equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems including the following:

1. Keep standby pumps fueled and operational at all times
2. Maintain on site sufficient number of valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system as necessary.
3. Provide piping, joints and accessories designed to withstand at least twice the maximum system pressure or 50 psi (345 kPa), whichever is greater.

In areas where flows are bypassed, all discharge flow shall be returned to the storm and sanitary sewer. No bypassing to ground surface, receiving waters, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify IEPA, and take all necessary actions to clean up and disinfect spillage to satisfaction of the Engineer.

During plugging or bypass pumping operations the Contractor shall utilize sewer plugs specifically designed so that all or any portion of sewage can be released. During sewer flow control operations, reduce flow to comply with requirements as describe above. After cleaning, inspection, installation or rehabilitation work has been completed, restore the flow to normal.

Basis of Payment:

All plugging, bypass pumping and sewer flow control operations shall be considered incidental to the Contract and shall not be compensated for separately.

END OF SECTION