



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Water Main Replacement at Delnor Health & Fitness Center		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	June 16, 2025		
<b>Please Check Appropriate Box:</b>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: QISIII			
Estimated Cost: \$535,685.40	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary:</b>			
<p>FY26 budget has funds allocated for the replacement of the water main at the Delnor Health &amp; Fitness Center. Bids were advertised in the Daily Herald and the City website. Three (3) bids were received with the low bid provided by Fox Excavating in the amount of \$535,685.40. Staff is recommending that a 10% contingency be included in the overall not-to-exceed amount to account for any unforeseen field changes that may occur. Any field changes (Change Orders) must be approved by the City Administrator to be applied to the contingency.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Bid Summary</li> <li>• Map</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to enter into a contract with Fox Excavating at a cost of \$535,685.40 and allow the City Administrator to approve up to \$53,568.54 in change orders for a total not-to-exceed amount of \$589,253.94</p>			

**RESOLUTION NO. 2025-63**

**RESOLUTION AUTHORIZING EXECUTION OF  
Contract for Water Main Replacement at Delnor Health & Fitness Center**

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

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Fox Excavating, related to water main replacement at the Delnor Health & Fitness Center in an amount not to exceed \$589,253.94.

**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 \_\_\_\_\_, 2025

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2025.

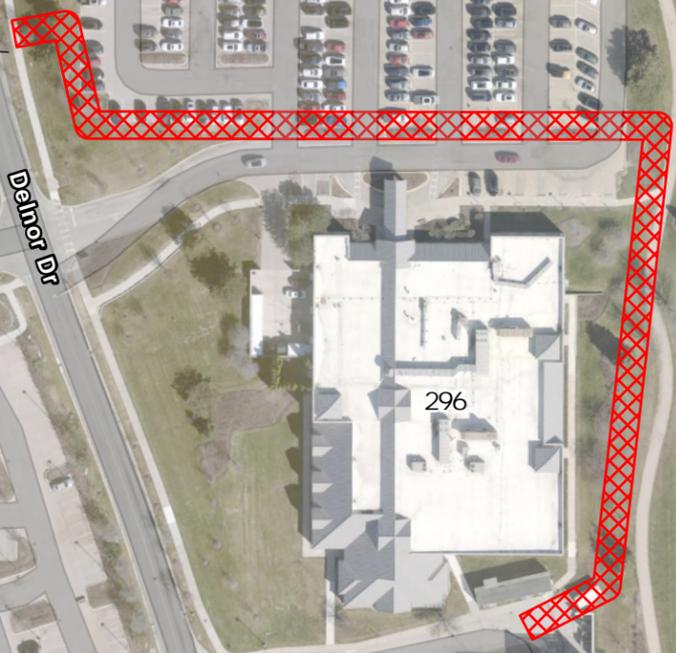
\_\_\_\_\_  
Mayor

ATTEST:

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

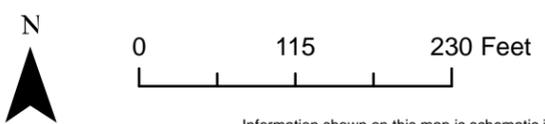


DELNOR DRIVE WILL  
REMAIN OPEN  
DURING WATER MAIN  
IMPROVEMENTS



**Legend**

 Construction Zone



### Northwestern Medicine Delnor Health & Fitness Center Water Main Improvements.

GENERATED BY:  
City of Geneva, Illinois  
Engineering/GIS Division  
April 2025



Information shown on this map is schematic in nature and accuracy is not guaranteed. It is the responsibility of the user to field verify all information shown. The data is subject to change without notice. Original base maps provided via intergovernmental agreement with Kane County GIS- Technologies. Reproduction without permission from the City of Geneva is forbidden.



Contractor's Name

Fox Excavating Inc.

Contractor's Address

1305 S. River St.

City

Batavia

State

IL

Zip Code

60510

STATE OF ILLINOIS

Local Public Agency

City of Geneva

County

Kane

Section Number

Street Name/Road Name

2025 Water Distribution Improvements - Delnor Health & Fitness Center

Type of Funds

Local

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

*Jethaux 6/27/2025*

Official Title

*City Administrator*

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency City of Geneva	Local Street/Road Name 2025 Water Distribution Improvements	County Kane	Section Number
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1. THIS AGREEMENT, made and concluded the 16th day of June between the City of Geneva, known as the party of the first part, and Fox Excavating Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section \_\_\_\_\_ in City of Geneva, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Geneva  
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

*Juanne Fournier*  
Deputy Clerk  
June 17, 2025

(SEAL, if required by the LPA)



Party of the First Part Signature & Date

By: \_\_\_\_\_

(If a Corporation)

Corporate Name

Fox Excavating, Inc.

President, Party of the Second Part Signature & Date

By: *Garrett* 4/17/25

(If a Limited Liability Corporation)

LLC Name

\_\_\_\_\_

Manager or Authorized Member, Party of the Second Part

By: \_\_\_\_\_

(If a Partnership)

Partner Signature & Date

\_\_\_\_\_

Partner Signature & Date

\_\_\_\_\_

Partners doing Business under the firm name of  
Party of the Second Part

\_\_\_\_\_

(If an individual)

Party of the Second Part Signature & Date

\_\_\_\_\_

Attest:

Secretary Signature & Date

\_\_\_\_\_

(SEAL, if required by the LPA)

RETURN WITH BID



Illinois Department of Transportation

Local Public Agency  
Formal Contract Proposal

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

PROPOSAL SUBMITTED BY		
Fox Excavating Inc		
Contractor's Name		
1305 S. River St		
Street	P.O. Box	
Batavia	IL	60510
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Kane  
City of Geneva  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
STREET NAME OR ROUTE NO. 296 S Randall Road  
SECTION NO. 2025 Water Distribution Improvements - Delnor Health & Fitness  
TYPE OF FUNDS Local

SPECIFICATIONS (required)       PLANS (required)

<b>For Municipal Projects</b> Submitted/Approved/Passed		
<input type="checkbox"/> Mayor	<input type="checkbox"/> President of Board of Trustees	<input type="checkbox"/> Municipal Official
Date		

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed

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**NOTICE TO BIDDERS**

County Kane  
Local Public Agency City of Geneva  
Section Number 2025 WM - Delnor  
Route 296 S Randall Road

Sealed proposals for the improvement described below will be received at the office of City Administrator  
22 South First Street, Geneva, IL 60134 until 10:00 AM on May 19, 2025  
Address Time Date

Sealed proposals will be opened and read publicly at the office of City Administrator  
22 South First Street, Geneva, IL 60134 at 10:00 AM on May 19, 2025  
Address Time Date

**DESCRIPTION OF WORK**

Name 2025 Water Distribution Improvements - Delnore H&F Center Length: 995.0 feet ( 0.19 miles)

Location Northwestern Medicine Delnor Health & Fitness Center at 296 S Randall Road

Proposed Improvement Installing new 8" PVC water main by open cut and horizontal directional drilling;  
re-connecting the fitness center's water service; abandoning existing water main of various sizes in place; restoring  
all damaged concrete, asphalt, and turf; and all other required and incidental items necessary to complete the work.

1. Plans and proposal forms will be available on City of Geneva Website: www.geneva.il.us  
Direct questions to Bob VanGyseghem - Superintendent of Water & Wastewater - 630-232-1551

- 2.  Prequalification  
If checked , the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
- 3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. BLR 12200: Local Public Agency Formal Contract Proposal
  - b. BLR 12200a Schedule of Prices
  - c. BLR 12230: Proposal Bid Bond (if applicable)
  - d. BLR 12325: Apprenticeship or Training Program Certification **(do not use for federally funded project)**
  - e. BLR 12326: Affidavit of Illinois Business Office
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filled prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

PROPOSAL

County Kane
Local Public Agency City of Geneva
Section Number 2025 WM - Delnor
Route 296 S Randall Road

1. Proposal of \_\_\_\_\_

for the improvement of the above section by the construction of Installing new 8" PVC water main by open cut and horizontal direction drilling; re-connecting the fitness center's water service; abandoning existing water main of various sizes in place; restoring all damaged concrete, asphalt, and turf; and all other required and incidental items necessary to complete the work.

a total distance of 995 feet, of which a distance of 995 feet, ( 0.19 miles) are to be improved.

2. The plans for the proposed work are those prepared by Hampton, Lenzini and Renwick, Inc. and approved by the City of Geneva on April 25, 2025

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within NA working days or by September 12, 2025 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds will be allowed as proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR12230 or a proposal guaranty check, complying with the specifications, made payable to:

City Treasurer of Geneva

The amount of the check is ( ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number \_\_\_\_\_

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu therefore. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



**SCHEDULE OF PRICES**

**Fox Excavating**  
1305 S. River St.  
Batavia, IL 60510

County Kane  
Local Public Agency City of Geneva  
Section Number 2025 WM - Delnor  
Route 296 S Randall Road

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	TREE PROTECTION	EACH	26	250	6500
2	TREE ROOT PRUNING	EACH	5	200	1000
3	TRENCH BACKFILL	CU YD	275	45	12375
4	LANDSCAPE RESTORATION	SQ YD	730	10	7300
5	SUPPLEMENTAL WATERING	UNIT	10	250	2500
6	INLET FILTERS	EACH	9	200	1800
7	PARKING LOT PAVEMENT PATCH, 4.5"	SQ YD	170	70	11,900
8	ROADWAY PAVEMENT PATCH	TON	5	500	2500
9	CURB & GUTTER REM & REPLACE	FOOT	28	100	2800
10	SIDEWALK REM & REPLACEMENT	SQ FT	285	25	7125
11	WATER MAIN, PVC C900 (OPEN CUT), 6"	FOOT	45	105	4725
12	WATER MAIN, PVC C900 (OPEN CUT), 8"	FOOT	390	115	44850
13	WATER MAIN, PVC C900 (HDD), 8"	FOOT	704	242.60	170,790.40
14	8" X 8" DUCTILE IRON TEE	EACH	1	1100	1100
15	8" X 6" DUCTILE IRON TEE	EACH	4	1100	4400
16	8" DUCTILE IRON 45 FITTING	EACH	18	800	14,400
17	8" DUCTILE IRON 22.5 FITTING	EACH	2	800	1600
18	8" DUCTILE IRON 11.25 FITTING	EACH	1	800	800
19	6" DUCTILE IRON 45 FITTING	EACH	2	650	1300
20	WATER MAIN CASING PIPE, 18"	FOOT	46	200	9200
21	GATE VALVE, 6"	EACH	1	2100	2100
22	GATE VALVE, 8"	EACH	6	2900	17400
23	VALVE VAULT, 4'	EACH	7	3500	24500
24	VALVE BOX	EACH	1	850	850
25	FIRE HYDRANT	EACH	3	9000	27000
				Subtotal	

Item No.	Items	Unit	Quantity	Unit Price	Total
26	ABANDON EXISTING WATER VALVE	EACH	9	1000	9000
27	REMOVE EXISTING FIRE HYDRANT	EACH	2	1500	3000
28	PRESSURE CONNECT, 12"X8" , 5' DIA VAULT	EACH	1	12000	12000
29	CONNECT TO EX WM (NON-PRESSURE)	EACH	3	4500	13500
30	CUT AND CAP WATER MAIN	EACH	5	1500	7500
31	STORM SEWER, PVC C900, 12"	FOOT	92	110	10,120
32	PAINT PVMT MK - LINE 4"	FOOT	250	15	3750
33	MOBILIZATION	L SUM	1	4000	4000
34	CONSTRUCTION LAYOUT	L SUM	1	5000	5000
35	TRAFFIC CONTROL & PROTECTION	L SUM	1	27000	27,000
36	PRE-CONSTRUCTION VIDEO TAPING	L SUM	1	5000	5,000
37	CONTAMINATED WASTE DISPOSAL	CU YD	300	100	30,000
38	CONTINGENCY ALLOWANCE	DOLLAR	25,000	\$1.00	\$25,000.00
Bidder's Proposal for making Entire Improvements					# 535,685.40

BBS  
5/19/25

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

RETURN WITH BID

**CONTRACTOR CERTIFICATIONS**

County	<u>Kane</u>
Local Public Agency	<u>City of Geneva</u>
Section Number	<u>2025 WM - Delnor</u>
Route	<u>296 S Randall Road</u>

The certifications herinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Make a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated ot guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporaton if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not curreny under a suspension as defined in Subpart I of Title 55 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

SIGNATURES

County Kane  
Local Public Agency City of Geneva  
Section Number 2025 WM - Delnor  
Route 296 S Randall Road

(If an individual)

*[Handwritten signature]*

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Insert Names and Addressed of All Partners

*[Large handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Fox Excavating Inc

Signed By Gary M President

Business Address 1305 S. River St.

Batavia, IL 60510

Insert Names of Officers

President Gary Martin  
Secretary Michael Martin  
Treasurer Michael Martin

Attest:

Michael Martin  
Secretary

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

RETURN WITH BID

AFFIDAVIT OF EXPERIENCE

STATE OF Illinois )  
COUNTY OF Kane ) SS

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

Gary Martin being duly sworn, that he is  
President, of Fox Excavating Inc  
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this contract:

Name of Owner	Job Description	\$ Amount
<u>City of Elgin</u>	<u>Water Main Improvements</u>	<u>\$527,400<sup>00</sup></u>
<u>City of St. Charles</u>	<u>Water Main Replacement</u>	<u>\$203,000<sup>00</sup></u>
<u>ALDI Headquarters</u>	<u>Water Main Improvements</u>	<u>\$95,000<sup>00</sup></u>

and that Fox Excavating Inc owns or has available  
(he, said firm, said corporation)

for immediate use on the proposed work the following plant and equipment: Please see Attached

Machine	Year Built	Machine	Year Built

and that Gary Martin will be assigned to work  
(Name of Superintendent)

under this contract, and that his experience in this kind of work is as follows: Please see Attached

Name of Job	Engineer or Owner

Signature: [Signature]

Subscribed and sworn to before me this 19 day of May 2025.

[Signature]  
Notary Public



**RETURN WITH BID**

The undersigned, as a duly-authorized representative of the Bidder do hereby certifies to the City of Geneva, Kane County, Illinois, that the bidder is not barred from bidding upon the Bid Specifications for the Project known as

2025 Water Distribution Improvements - Delnor Health & Fitness Center

as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

All laborers, mechanics and any other workers employed in this Public Work contract, weather employed by the Contractor or any Sub-Contractors, shall be paid in accordance with the prevailing wages accepted and approved by The City of Geneva as attached to the Project Specification.

Gary Martin Gaylor  
NAME  
President

Fox Excavating Inc  
COMPANY

5/19/25  
DATE

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

RETURN 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

Fox Excavating Inc. (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.

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

Fox Excavating Inc  
CONTRACTOR'S NAME

BY: Gary M  
(TITLE) Gary Martin  
President

Subscribed and sworn before me this 19

Day of May, 2025

Lori Saletri-Parkin  
Notary Public



**RETURN WITH BID**

**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 judgement or ability to work safely should not be allowed on the work site or on any satellite location.

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

Gary Martin Gary M  
NAME  
President

Fox Excavating Inc  
COMPANY

5.19.25  
DATE

## INSTRUCTIONS TO BIDDERS

The successful Bidder shall submit a Contract Bond to the City of Geneva from a surety company authorized to do business in the State of Illinois and a copy of his/her insurance policy listing the City of Geneva as an additional insured.

If any Bidder is in doubt as to the true meaning of any part of the specifications, or other contract documents, he may submit to the Superintendent of Water and Wastewater a written request for an interpretation. The Superintendent of Water and Wastewater will give an interpretation of the matter in question by issuing an "Addenda". The Superintendent of Water and Wastewater will not respond to written requests for interpretation that are received less than 5 business days before the bid opening.

No work shall begin until the Contractor receives the Notice to Proceed (NTP). The Contractor may begin work immediately upon receipt of the NTP but no later than 7 calendar days thereafter.

Bids, which are not signed by individuals making them, should have attached thereto a power of attorney evidencing authority to sign the bid on behalf of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By\_\_\_\_\_". If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such a bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The quantities appearing in the schedule of prices are approximate and are prepared for comparison of bids. Payment will be made only for the actual quantities of work performed and accepted for payment and/or for materials measured in place according to this contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

Submission of a bid is conclusive assurance and warranty that the Bidder has examined the materials, visited the site and understands all requirements for the performance of the work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The City will, not be responsible for any additional cost, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

Bidders shall not take advantage of any errors or omissions in the proposal and advertised contract.

Any errors discovered in the bids received shall be corrected using the unit price submitted. The contract will be awarded after these adjustments are made.

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

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## SPECIAL PROVISIONS

### **PART 1 - GENERAL SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" (SSRB), adopted **January 1, 2022**, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), the latest edition of the "Standard Specifications for Water and Sewer Construction in Illinois" (SSWS), and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids. In addition, the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein, which apply to and govern the construction of this section, will serve as reference. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern.

### **LOCATION OF PROJECT**

The project is located in the City of Geneva (City) in Kane County, Illinois. The project is adjacent to the Northwest Medicine Delnor Health & Fitness Center at 296 S Randall Road. The interior access road adjacent to the project is Delnor Drive.

### **DESCRIPTION OF PROJECT**

The proposed improvements consist of installing new 8-inch water main and appurtenances; re-connecting the fitness center's water service; abandoning existing water main of various sizes in place; restoring all damaged concrete, asphalt, and turf; and all other required and incidental items necessary to complete the work.

### **TIME SCHEDULE AND LIQUIDATED DAMAGES**

#### **1. Important Dates:**

Bid Opening	May 19, 2025	10:00AM @ City Hall
City Council Award	June 16, 2025	
Preconstruction Conference	July 2025	10:00 AM @ Geneva Public Works
Project Start	July 21, 2025	
Substantial Completion	August 22, 2025	
Final Completion	September 12, 2025	100% Complete

When a completion date is specified, it is understood that time is of the essence and that completion of the work by that date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. **Failure to complete any necessary work by the specified completion date listed above will result in liquidated damages according to Section 108 of the SSRB.**

#### **2. Working Hours**

The allowable working hours per City ordinance are as follows:

7:00 A.M. to 5:00 P.M. Monday through Friday – Work may continue after 5:00 P.M. in emergency situations as approved by the Engineer.

8:00 A.M. - 4:00 P.M. Saturday – Work on Saturdays will be allowed as approved by the Engineer with a minimum of 48 hours advance notice.

The Health & Fitness Center is open between 5:00 am and 10:00 pm Monday through Thursday, 5:00 am and 9:00 pm Friday, and 7:00 am and 6:00 pm Saturday and Sunday.

### **3. Liquidated Damages**

Liquidated damages per Article 108.09 of the SSRB shall be paid by the Contractor to the Owner if the substantial completion and/or final completion dates are not met.

### **COMPLETION DATE**

Substantial completion shall be achieved by August 22, 2025. Substantial completion includes all work with the exception of restoration items and punchlist items. Final project completion shall be achieved by September 12, 2025.

### **BONDS**

Bid Bond: A 5% Bid Bond is required.

Contract Bond: A Contract Bond in the amount of 100% of the awarded contract price is required.

Maintenance Bond: From the date of final payment to the Contractor, the City shall have a one-year warranty on all work done under this contract. The Contractor shall secure a Maintenance Bond of 10% of the awarded contract price for this purpose. No additional compensation will be allowed to secure this bond nor for any contract item that needs to be remediated during this one-year warranty period.

### **CONTRACTOR RESPONSIBILITIES**

The Contractor shall use an adequate number of workmen who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and methods necessary for proper performance of this work. The Contractor is responsible for all aspects of ordering, delivering, storing, and handling of materials, supplies, and equipment necessary for the work.

### **PRECONSTRUCTION CONFERENCE**

Following the award of the contract and before the commencement of any work, the Contractor shall attend a Preconstruction Conference at a location of the City's choosing at which time the Contractor shall submit and discuss the following:

1. Proposed work schedule and start date
2. Requirements of the Notice to Proceed
3. Shop drawings, cut sheets, and proposed materials to be used on the contract
4. The names of the Project Manager and the Field Superintendent, including the phone number of at least one responsible individual who can be reached 24 hours a day
5. Names of proposed Subcontractors and material suppliers
6. Methods for protection and maintenance of the existing pavement, concrete, trees, and other items
7. Proposed plan for staging traffic and parking during the work

### **INSPECTION**

The Contractor shall conduct his work in full cooperation with the Engineer. The Engineer must be notified for inspection prior to the placement of any materials. Any materials placed before inspection by the Engineer will be deemed unacceptable and no compensation will be allowed.

Regular progress meetings may be held between the Contractor, the Engineer, and the City at the direction of the Engineer. Progress meetings may be held onsite or at the City of Geneva Public Works Department (Public

Works). The Engineer will give the Contractor a minimum of 48 hours notice when scheduling progress meetings. The Contractor shall be prepared to discuss work completed and future work planned at said progress meetings.

Work on this project is not subject to partial inspection and acceptance. The entire work shall be made in a neat and workmanlike manner and all requirements shall be complied with in detail. The fact that some particular part or portion of the work may have been previously inspected, cleaned, and set in order will not excuse the Contractor from again cleaning any and all portions of the project. The entire system of work shall be in proper condition and subject to final inspection by the Engineer and the City.

### **INCIDENTAL CONSTRUCTION**

The Contractor shall perform all work indicated or implied in the Contract Documents including work not explicitly specified but required to complete the project in a workmanlike manner. The cost of this work shall be included in the contract and no additional compensation will be allowed.

### **ADJUSTMENT OF QUANTITIES OR PAY ITEMS**

The City reserves the right to increase, decrease, or delete quantities and pay items as needed to complete the work or due to budgetary concerns. No adjustment in unit prices or additional compensation will be allowed due to an increase or decrease in contract quantities.

### **PAYMENT**

The work done will be paid for at the contract unit prices.

1. **Pay Requests**

Pay requests shall be processed once per month. A draft copy of the pay request, as well as an updated project schedule, shall be submitted by the 20<sup>th</sup> of the month for review and approval by the Engineer. Pay requests that are submitted without an updated project schedule will not be reviewed or processed. Approved pay requests will go on the bills list before City Council on the first Monday of the following month and checks will be processed the following Friday.

2. **Retainage**

Contract retainage will be 10% of each pay request. Retainage may be reduced at the discretion of the Engineer.

3. **Waiver of Lien**

The first partial Waiver of Lien equivalent to the amount of the first pay request shall be submitted with the second pay request. Thereafter each pay request shall be submitted with a partial Waiver of Lien for the cumulative amount of all previous payments. A final Waiver of Lien for all work shall be submitted before the final pay request is processed. Waivers of Lien shall be provided for all Subcontractors and material suppliers.

### **TAXES**

Unit prices bid herein shall include all applicable taxes. If requested, the City will provide the Contractor's suppliers with the City's tax-exempt information to purchase materials and services for this project.

### **SUBCONTRACTORS**

The City reserves the right to approve or reject any or all Subcontractors working under this contract.

## **PREVAILING WAGES**

As set forth in the Prevailing Wage Act (Ill. Rev. Stat. Ch. 48, Section 39s-1 through 39s-12), the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform such work, and also the general prevailing rate of wage for legal holiday and overtime work, as ascertained by the public body or by the Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work, and it shall be mandatory upon the Contractor to whom the contract is awarded and upon any Subcontractor under him, and where the public body performs the work, upon the public body, to pay not less than the specified rates to all laborers, workers, and mechanics employed by them in the execution of the contract or such work.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names and occupation of all laborers, workers, and mechanics employed by them in connection with said public work and showing also the actual hourly wages paid to each of such persons, which record shall be open at all reasonable hours to the inspection of the public body awarding the contract, its officers and agents, and to the Director of Labor and his deputies and agents, and which record shall be submitted as required to the Department of Labor and the City.

## **FREEDOM OF INFORMATION ACT**

The Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Geneva to produce certain records that may be in the possession of the Contractor. The Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this contract in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City).

Upon notice from the City, the Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request that the City extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event that the Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to comply in a timely manner with the Act due to the Contractor's actions, the Contractor shall reimburse the City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

## **INSURANCE**

The Contractor shall indemnify and save harmless the City of Geneva, their officers, agents, employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract, which may arise on connection with the work to be performed under this Contract. This Contract is not intended by any of the Provisions of any part of the Contract to create the public or any member thereof a third party beneficiary, or to authorize any one not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms of Provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

An ACORD Certificate of liability insurance policy equal to or greater than \$5,000,000 aggregate is required. The total coverage must add up to \$5,000,000 coverage. The following language shall be included on the certificate: *The City and its elected and appointed officers, officials, agents, and employees are included as additional insureds.*

The Contractor, prior to execution of the Contract, shall file with the Owner copies of completed certificates of insurance, satisfactory to the City of Geneva to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion.

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from contractor's performance and furnishing of the work and contractors other obligations under the Contract Documents, whether performed or furnished by the Contractor or by any subcontractor, or supplier, by anyone directly or indirectly employed by any item to perform or furnish any of the work, or by anyone for whose acts any of them may be liable, and shall name City of Geneva; Hampton, Lenzini and Renwick, Inc.; and Northwestern Medicine as additional insured.

1. Worker's Compensation Insurance in accordance with the laws of the State of Illinois, but not less than:
  - a. \$500,000 each accident
  - b. \$500,000 each employee
  - c. \$500,000 policy limit
2. Commercial Automobile
  - a. Bodily Injury per Person - \$1,000,000
  - b. Bodily Injury per Occurrence- \$1,000,000
  - c. Property Damage per Occurrence-\$1,000,000
3. Commercial General Liability
  - a. Combined Single Limit \$1,000,000 for bodily injury and property damage.
  - b. General aggregate \$2,000,000
4. Umbrella Liability Policy
  - a. Bodily Injury and Property Damage per Occurrence-\$2,000,000 aggregate

All such insurance must include an endorsement whereby the insurer agrees to notify the City of Geneva at least thirty (30) days prior to non-renewal, or cancellation. The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered included in the price of the Contract.

## **UTILITIES**

The Contractor shall call JULIE at 1-800-892-0123 or 811 before work begins on this project. The Contractor shall also coordinate with Northwestern Medicine for the location of any private utilities including landscape irrigation. The locations and sizes of existing utilities as shown on the plans are for information only. The actual locations and sizes may vary from that shown. It is the Contractor's responsibility to determine exact utility locations and sizes. No additional compensation will be allowed for variations in utility locations or sizes or for the labor, materials, or equipment necessary for the Contractor to determine the location or size of an existing utility.

The Contractor shall cooperate with the City and all utility owners within the project limits according to Article 105.07 if and when utility protection, adjustments, or relocations are necessary.

## **PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall exercise reasonable care to protect all existing features in the public right-of-way (ROW) and on private property which will remain in place including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property. Any item that is not indicated to be disturbed on the plans and that is damaged by the Contractor or damaged due to the Contractor's negligence on private property or in the ROW shall be repaired or replaced in kind by the Contractor at their expense as directed by the Engineer.

Excavations and trenches shall be protected at all times during the progress of work with adequate barricades or safety fencing as determined by the Engineer. The Contractor shall not leave any trenches or excavations open overnight. Trenches and excavations shall be completely backfilled or shall be covered with suitable steel plates at the end of each working day to the satisfaction of the Engineer.

## **WORKSITE MAINTENANCE AND CLEANUP**

The Contractor shall be responsible for maintaining the job site free of any debris and deleterious material. The equipment and material needed to complete the work shall be maintained in an orderly manner. At no time shall the Contractor store material and equipment in areas other than those specified by the Engineer. Northwestern Medicine may allow storage of equipment and material at other locations on the hospital campus at their discretion. Any offsite storage areas shall be restored to existing conditions or better by the Contractor at their own expense.

The Contractor shall remove all surplus material and debris from the work area on a daily basis as the work progresses so that there is a minimum disruption to public and private property. Failure to maintain a clean job site may result in completion of the cleanup work by the City at the Contractor's expense. Actual costs incurred by the City for performing this work shall be deducted from the monies due the Contractor.

## **MAINTENANCE OF ROADWAYS**

Beginning on the date when the Contractor begins work on this project, he shall maintain all roadways, access drives, sidewalks, paths, and parking lots within the construction limits free of debris and dirt. This roadway maintenance shall include the repair of all damage caused by the Contractor but shall not include snow or ice removal. All paved areas shall be broom swept at the end of each working day to the satisfaction of the Engineer. If the Contractor is not able to maintain paved areas to the satisfaction of the Engineer, they will be required to use a mechanical street sweeper. Dust may be controlled by the uniform application of sprinkled water as approved by the Engineer.

This work will not be paid for separately, but shall be included in the cost of the contract.

## **DRIVEWAY AND PARKING LOT ACCESS**

Convenient access to access drives, entrances, parking lots, and buildings along the improvement shall be maintained by the Contractor at all times unless otherwise approved by the Engineer and Northwestern Medicine. If approved work will disrupt access to an access drive, entrance, or parking lot, the Contractor shall notify the Northwestern Medicine a minimum of 48 hours before access is affected. The Contractor shall provide temporary access or accommodate disabled residents as directed by the Engineer.

## **VANDALIZED OR DAMAGED ITEMS**

The Contractor shall be responsible for protecting against and repairing or replacing work items that were vandalized or defaced. Removal and replacement of the item to the nearest construction joint will be required. No additional compensation will be allowed for replacing vandalized or defaced items.

## **RESTROOM FACILITIES**

The Contractor is responsible for providing and maintaining restroom facilities for its employees, subcontractors, and all other parties related to the project in accordance with Article 107.08 of the SSRB. Facilities shall be placed within the work area at locations approved by the Engineer and Northwestern Medicine.

## **USE OF CITY WATER**

The Contractor has the option to use City of Geneva water for this project at no charge. All City water used as part of this project shall be obtained by the Contractor from the designated fire hydrant at the City of Geneva Public Works Department. The Contractor shall record the meter reading before and after filling up. Use of City water from any other location will not be allowed.

The Contractor or Subcontractor may truck in water at their own expense for use on this project; however, if water is trucked in, the source of the water shall be disclosed and verified by the Engineer.

## **REMOVAL OF EXISTING ITEMS**

Existing bituminous or concrete items to be removed, including roadways, driveways, entrances, sidewalks, paths, parking lots, and curb and gutter, shall be sawcut in order to separate that portion to be removed from that which will remain. This work shall be performed at all locations where the proposed improvement will meet existing conditions and as indicated on the plans or directed by the Engineer. Wherever removal is specified in any work item, the disposal of the same shall be included in the unit price.

The Contractor will be required to saw a vertical cut in the existing pavement in order to form a clean vertical joint. The depth of the cut shall be the thickness of the pavement material. Should the Contractor deface the edge, a new sawed joint shall be constructed and any additional work, including removal and replacement, shall be done at the Contractor's expense. Masonry items which require removal shall not be sawcut, but shall be removed to the extent necessary and stacked in a neat manner at a safe location by the Contractor.

This work will not be paid for separately, but shall be included in the cost of the item which requires the removal of existing pavement.

## **NORTHWESTERN MEDICINE REQUIREMENTS**

The Contractor shall complete an underground digging request form through Northwestern Medicine prior to any work starting onsite.

The Contractor shall provide Northwestern Medicine a minimum of 48 hours notice prior to any scheduled water service shutdowns. Shutdowns shall be limited to the period between 12:00 pm and 4:00 pm. Northwestern Medicine staff will flush their service line internally after the new service is connected.

The pool at the Health & Fitness Center is planned to undergo annual maintenance between July 28<sup>th</sup> and August 11<sup>th</sup>. It is anticipated that there will be less traffic to the Health & Fitness Center during this time period.

## **CONCRETE WASHOUT FACILITY**

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, bitumens, calcium chloride, or other harmful materials according to Article 107.23 of the SSRB.

To prevent pollution by residual concrete and/or the by-product of washing out the concrete trucks, concrete washout facilities shall be constructed and maintained on any project which includes cast-in-place concrete items. The concrete washout shall be constructed, maintained, and removed according to this special provision. The concrete washout facility shall be constructed on the job site in accordance with Illinois Urban Manual practice standard for Temporary Concrete Washout Facility (Code 954). The Contractor may elect to use a pre-fabricated portable concrete washout structure. The Contractor shall submit a plan for the concrete washout facility to the Engineer for approval a minimum of 10 calendar days before the first concrete pour. The working concrete washout facility shall be in place before any delivery of concrete to the site. The Contractor shall ensure that all concrete washout activities are limited to the designated area.

The concrete washout facility shall be located no closer than 50 feet from any environmentally sensitive areas, such as water bodies, wetlands, and/or other areas indicated on the plans. Adequate signage shall be placed at the washout facility and elsewhere as necessary to clearly indicate the location of the concrete washout facility to the operators of concrete trucks. The concrete washout facility shall also be located no closer than 50 feet from any drainage structure. All drainage structures within the project limits shall have protection implemented prior to work commencing. This protection shall be paid for separately as INLET FILTERS. Washout into drainage structures or into the street or curb and gutter is prohibited.

The concrete washout facility shall be adequately sized to fully contain the concrete washout needs of the project. The contents of the concrete washout facility shall not exceed 75% of the facility capacity. Once the 75% capacity is reached, concrete placement shall be discontinued until the facility is cleaned out. Hardened concrete shall be removed and properly disposed of outside the ROW. Slurry shall be allowed to evaporate or shall be removed

and properly disposed of outside the ROW. The Contractor shall immediately replace damaged basin liners or other washout facility components to prevent leakage of concrete waste from the washout facility. Concrete washout facilities shall be inspected by the Contractor after each use. Any and all spills shall be reported to the Engineer and cleaned up immediately. The Contractor shall remove the concrete washout facility when it is no longer needed.

This work will not be paid for separately, but shall be included in the cost of the concrete work items included in the contract.

## ***PART 2 – PAY ITEM SPECIAL PROVISIONS***

### **TREE PROTECTION**

**Description:** This work consists of furnishing labor, equipment, and materials to install and maintain tree protection fencing at locations designated on the plans or as directed by the Engineer.

**Materials:** Fence posts shall be either standard steel posts or wood posts with a minimum cross sectional area of 3 square inches. The fence material shall be 40-inch high snow fence, 40-inch plastic web fencing, or other material as approved by the Engineer.

**Construction Requirements:** The fence shall be installed at locations as shown on the plans or as designated by the Engineer. The fence shall be located outside the drip line of the tree to be protected and in no case shall be closer than 5 feet to the trunk of any tree. **Tree protection fencing shall be installed before any work commences.** The Contractor shall maintain the fence daily for the duration of the project and shall remove it when the project is completed.

Tree protection fencing is required to prevent any operations from occurring inside of the fenced area. Storage of equipment or materials within the drip line of any existing tree will not be allowed. If significant roots are encountered when working outside of tree protection fencing, they shall be carefully pruned at the direction of the Engineer. Any tree which sustains damage due to Contractor negligence as determined by the Engineer shall be repaired or replaced at the Contractor's expense to the satisfaction of the City.

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Each.

**Basis of Payment:** This work shall be paid for at the contract unit price Each for TREE PROTECTION.

### **TREE ROOT PRUNING**

**Description:** This work shall be completed in accordance with the applicable portions of Section 201 of the SSRB and the following.

**Intent:** The intent of root pruning is to minimize root damage and promote root regeneration when excavation occurs within the critical root zone of the tree.

**Location, Depth, Length:** For the installation of curbs, sidewalk, and similar construction, the root pruning shall be at the limit of excavation and to the depth of excavation. For example, if a curb is being constructed with an over-dig of one foot and a depth of the base of 24 inches, then the root pruning would be done one foot behind the location of the back of curb and to a depth of 24 inches. The length of the required root pruning shall be determined by the Engineer in the field.

**Equipment:** The equipment used must be able to cut the roots cleanly, without tearing or grabbing. Chain type trenchers are not allowed. All equipment used shall be inspected and approved by the City or qualified arborist prior to commencement of work.

**Methodology:** Where specifying root pruning, the Contractor shall identify the location, depth, and length of the root pruning in the field for City approval. This can be done by staking and/or painting a line on the ground. The field location of the root pruning shall not be completed until proper City staff provides final approval.

When the root pruning is complete, the area will be inspected by the City or a qualified arborist to identify any hand pruning that may be necessary to achieve a clean cut on exposed roots. In areas where it is not practical to use a machine to perform root pruning as determined by a qualified arborist, the roots shall be cut cleanly by hand. All trenches resulting from root pruning operations shall be back-filled or barricaded immediately.

**Timing:** Root pruning shall be completed as close to the time of excavation as possible. All root pruning shall be completed prior to any disturbance within the critical root zone of a tree. The Contractor shall coordinate this with the City or a qualified arborist to ensure minimum site disturbance and tree impact.

**Method of Measurement:** This work will be measured in place per Each location which requires root pruning. A plan quantity of Tree Root Pruning has been included in the Contract to establish a unit price only and actual locations will be determined in the field.

**Basis of Payment:** This work shall be paid for at the contract unit price Each for TREE ROOT PRUNING.

### **TRENCH BACKFILL**

**Description:** This work consists of furnishing labor, equipment, and materials to transport and compact select aggregate material for the backfilling of trenches in compliance with Section 208 of the SSRB, the details on the plans, and as herein specified.

**Materials:** Aggregate shall be crushed stone or crushed gravel, gradation CA-6, complying with the requirements of Section 1004 of the SSRB. Recycled material will be allowed as approved by the Engineer.

**Construction Requirements:** Select granular backfill shall be used in all trenches where the inner edge of the trench is within 2 feet of any existing or proposed pavement, curb and gutter, driveway, or sidewalk. Backfill shall be constructed in compliance with the requirements of Article 550.07 of the SSRB, Method 1 only.

When used in turf areas within 2 feet of existing or proposed pavement, the backfill material shall be left 4 inches below final grade to allow room for restoration with topsoil and sod. When used in paved areas, the backfill shall be brought up to grade to provide temporary access until temporary patching or final pavement is installed.

**Method of Measurement:** This work shall be measured in place and the quantity computed for payment in Cubic Yards. IDOT Standard Trench Backfill Tables will be used when applicable.

**Basis of Payment:** This work shall be paid for at the contract unit price per Cubic Yard for TRENCH BACKFILL.

### **LANDSCAPE RESTORATION**

**Description:** This work consists of furnishing the labor, equipment, and materials to place topsoil in compliance with the requirements of Section 211 of the SSRB, seeding in compliance with the requirements of Section 250 of the SSRB, and erosion control blanket in compliance with the requirements of Section 251 of the SSRB to restore areas disturbed due to Contract construction operations and as herein specified.

**Construction Requirements:** All areas disturbed by construction shall be cleared and made free of all debris. Prior to placing topsoil, existing areas are to be excavated to a minimum of four inches below the proposed final grade. Prior to stockpiling any excavated material, the Engineer shall approve the proposed stockpile location or direct the Contractor to remove the material to an offsite location.

If, in the opinion of the Engineer, the area to be restored at any location is greater than should be required by the construction operation, the Contractor shall restore said area with topsoil and seeding at the direction of the

Engineer. Restoration in this manner shall meet the requirements of this Special Provision, but will not be paid for.

The Contractor shall submit documentation of the topsoil source and shall receive approval prior to scheduling material delivery. If required by the Engineer, the Contractor shall make arrangements for the Engineer to inspect and approve the source of topsoil material prior to delivery.

All topsoil furnished shall meet the following tolerances:

Clay content:	12% to 35%
Sand content:	20% to 50%
Silt content:	30% to 60%
Organic content:	maximum of 10%

Seeding shall be placed in compliance with the requirements of Section 250 of the SSRB and shall be Class 1. Erosion control blanket shall be knitted straw blanket and shall be installed according to Article 251.08 of the SSRB. Hydroseed may be used in lieu of erosion control blanket as approved by the Engineer.

The Contractor shall water the seed within eight hours of its placement and perform 15 additional waterings following the initial application within 48 hours of each other. Any watering deemed necessary by the Engineer after the initial watering and 15 additional waterings will be paid for separately as SUPPLEMENTAL WATERING. Approved watering equipment shall be present on the job site prior to any seed being placed. All watering of newly installed seed shall be done from a tank truck or trailer. No direct watering from a fire hydrant will be allowed. Water can be obtained from the City per the USE OF CITY WATER Special Provision.

**Method of Measurement:** This work will be measured in place along the approved area of the new seed and blanket and the quantity computed for payment in Square Yards.

**Basis of Payment:** This work will be paid for at the contract unit price per Square Yard for LANDSCAPE RESTORATION.

### SUPPLEMENTAL WATERING

**Description:** This work consists of furnishing labor, equipment, and materials to water turf areas that were restored as part of this improvement beyond the initial watering and 15 additional waterings according to the applicable portions of Section 252 of the SSRB and as herein specified.

**Construction Requirements:** Supplemental watering shall be at a rate of 3 gallons per square yard or as directed by the Engineer. All supplemental watering shall be done from a tank truck or trailer. No direct watering from a fire hydrant will be allowed. Water can be obtained from the City per the USE OF CITY WATER Special Provision.

**Method of Measurement:** This work will be measured in Units of 1,000 gallons of water applied.

**Basis of Payment:** This work will be paid for at the contract unit price per Unit for SUPPLEMENTAL WATERING.

### INLET FILTERS

**Description:** This work consists of furnishing labor, equipment, and materials to install, inspect, maintain, and remove drainage structure inlet filter assemblies per the applicable portions of Section 280 of the SSRB, the Illinois Urban Manual, the detail included in the plans, and as specified herein.

**Materials:** The inlet filter assembly shall consist of a steel frame, replaceable geotextile fabric bag, reinforced filter basket, stainless steel band suspended from the frame, and an overflow feature.

**Construction Requirements:** The Contractor shall install inlet filters in all existing and new open lid drainage structure frames in the area of construction or as directed by the Engineer. Existing drainage structure castings

include Type 1 round frames and rectangular curb frames. **Inlet filters shall be installed before any work commences.** The Contractor shall inspect and clean inlet filters on a weekly basis, after each rainfall, and at the conclusion of the project, disposing of debris at an approved location. Inlet filters shall be removed at the conclusion of the project.

**Method of Measurement:** This work shall be measured in place and the quantity computed per Each.

**Basis of Payment:** This work shall be paid for at the contract unit price Each for INLET FILTERS.

### **PARKING LOT PAVEMENT PATCH, 4.5"**

**Description:** This work consists of furnishing labor, equipment, and materials to construct full-depth pavement patches within an existing parking lot or access drive in compliance with Sections 407 and 442 of the SSRB, the details included in the plans, and as herein specified.

**Materials:** Bituminous binder material shall be Hot-Mix Asphalt Binder Course, IL-19.0, N50. Bituminous surface material shall be Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50. No additional compensation will be allowed for substitute mixes.

Subbase stone shall be CA-6 crushed stone or crushed gravel in compliance with Section 311 of the SSRB. Recycled material will be allowed as approved by the Engineer.

**Construction Requirements:** The existing parking lot pavement is an average of 4.5 inches of asphalt over 9.5 inches of subbase stone. The new pavement section shall be 2 inches of asphalt surface over 2.5 inches of asphalt binder. The subbase stone shall be 9.5 inches. If existing subbase stone is acceptable, as approved by the Engineer, no new subbase stone will be required. Trench backfill material in a utility trench that will subsequently be patched using this pay item is acceptable to use as subbase stone as approved by the Engineer. See included pavement core information for existing parking lot pavement section.

Parking lot pavement patches shall be installed at locations shown on the plans or as directed by the Engineer. The area to be patched shall be saw cut full-depth around the perimeter to form a clean vertical face. The existing perimeter edges shall be sprayed with tack coat. This work will not be paid for separately, but shall be included in the cost of PARKING LOT PAVEMENT PATCH.

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Square Yard.

**Basis of Payment:** This work shall be paid for at the contract unit price per Square Yard for PARKING LOT PAVEMENT PATCH, 4.5".

### **ROADWAY PAVEMENT PATCH**

**Description:** This work consists of furnishing labor, equipment, and materials to construct full-depth pavement patches within the roadway in compliance with Sections 407 and 442 of the SSRB, the details included in the plans, and as herein specified.

**Materials:** Bituminous base and binder material shall be Hot-Mix Asphalt Binder Course, IL-19.0, N50. Bituminous surface material shall be Hot-Mix Asphalt Surface Course, IL-9.5, Mix "D", N50. No additional compensation will be allowed for substitute mixes.

Subbase stone shall be CA-6 crushed stone or crushed gravel in compliance with Section 311 of the SSRB. Recycled material will be allowed as approved by the Engineer.

**Construction Requirements:** Roadway pavement patches shall be installed at locations shown on the plans or as directed by the Engineer. Patch depths and materials shall match the thickness of the adjacent existing pavement. The area to be patched shall be saw cut full-depth around the perimeter to form a clean vertical face.

The existing perimeter edges shall be sprayed with tack coat. This work will not be paid for separately, but shall be included in the cost of ROADWAY PAVEMENT PATCH.

If existing subbase stone is acceptable, as approved by the Engineer, no new subbase stone will be required. Trench backfill material in a utility trench that will subsequently be patched using this pay item is acceptable to use as subbase stone as approved by the Engineer.

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Ton.

**Basis of Payment:** This work shall be paid for at the contract unit price per Ton for ROADWAY PAVEMENT PATCH of the thickness and material required.

### **CURB AND GUTTER REMOVAL AND REPLACEMENT**

**Description:** This work consists of furnishing labor, equipment, and materials to remove existing curb and gutter of any type and to construct a granular sub-base and PCC combination curb and gutter of the type required or as shown on the plans in compliance with Sections 440, 606, and 1020 of the SSRB, the details included in the plans, and as herein specified.

**Materials:** All concrete shall be 6.1 Bag Mix Class "SI". Fly ash modified concrete shall not be used. Sub-base shall be two inches thick of crushed stone or crushed gravel, gradation CA-6, in compliance with Section 311 of the SSRB. Recycled material will be allowed as approved by the Engineer.

Tie bars shall be #4 and meet the requirements of ASTM A615 or ASTM A616 and the applicable portions of Article 1006.10 of the SSRB. Tie bars shall be free of rust, scale, or other substance which may prevent bonding of the concrete to the reinforcement. Where required, dowel bars shall be smooth.

**Construction Requirements:** Prior to removal, the Contractor shall saw cut all existing curb and gutter full depth to the limits marked by the Engineer. The Contractor shall remove the existing curb and gutter and dispose of the removed material to an offsite location on a daily basis.

After removal of existing curb and gutter where required, the Contractor shall prepare the existing subgrade by excavating to a depth that is sufficient for new curb and gutter with a gutter face thickness matching the existing adjacent curb and gutter, but in no case less than nine inches, and two inches of sub-base. If the Engineer determines that additional excavation is required to provide an acceptable subgrade, this work will not be paid for separately, but shall be included in the cost of CURB AND GUTTER REMOVAL AND REPLACEMENT.

The subgrade shall be graded flat between the form boards. A full depth front form board shall be used on all work. A back board sufficient to obtain a straight line shall be used. After the subgrade is excavated and compacted, subbase material shall be constructed to the bottom of the proposed curb replacement, a minimum of two inches thick, and shall be mechanically compacted to the satisfaction of the Engineer.

After the sub-base or subgrade has been compacted and trimmed, tie bars shall be installed into the vertical edge of the adjacent concrete curb and gutter. The method and tools of installation shall conform to the manufacturer's recommendations and Article 1006.10 of the SSRB. A minimum of two tie bars shall be installed at each existing vertical face location. Tie bars shall be a minimum of 18 inches long and shall be placed a minimum depth of six inches into the existing curb and gutter. At all locations where expansion joint material is required or as directed by the Engineer, smooth dowel bars shall be used in lieu of tie bars. Tie bars and dowel bars will not be paid for separately, but shall be included in the cost of CURB AND GUTTER REMOVAL AND REPLACEMENT.

The new combination curb and gutter type shall match the existing type for all locations except where directed by the Engineer. A three-foot transition shall be constructed between curb and gutter of differing types with an expansion joint at the end of the transition. Curb and gutter damaged by the Contractor beyond the approved limits will not be measured for payment, but shall be replaced at the Contractor's expense. Depressed curb and gutter will not be paid for separately, but will be measured as CURB AND GUTTER REMOVAL AND REPLACEMENT of the adjacent type.

The gap between the new curb and gutter face and the existing pavement shall be backfilled with temporary stone meeting the approval of the Engineer until pavement patching operations take place. All areas disturbed by this work shall be restored to existing or better conditions. Pavement for adjacent existing driveways, sidewalks, lots, or other paths to remain that is damaged by this work shall be patched at the Contractor's expense. Patch material shall match the existing pavement. Turf restoration shall be paid for separately as LANDSCAPE RESTORATION.

**Forms:** All curb forms shall be new wood lumber, full depth, and braced as approved by the Engineer. The use of a slip form curb machine is permitted, but any additional pavement patching, restoration, or excavation beyond the requirements of this pay item as required for or resulting from the use of such a machine will not be measured for additional payment and are considered incidental to its use. Use of a slip form curb machine is limited to curb that has a radii greater than 25 feet. All curb radii 25 feet and less and all combination curb and gutter, including depressed curb, at multi-family or commercial driveways, or at alley approaches, shall be formed with wood or other forms approved by the Engineer.

**Joints:** Preformed expansion joint filler, ¾-inch thickness, shall be constructed at all points of curvature, five feet on either side of all drainage structures, and at a maximum of 40-foot intervals. Tooled or saw cut contraction joints shall be constructed at ten-foot intervals between preformed joints or where directed by the Engineer.

**Method of Measurement:** This work will be measured in place along the flow line of the new curb and gutter and the quantity computed for payment per Lineal Foot.

**Basis of Payment:** This work will be paid for at the contract unit price per Lineal Foot as CURB AND GUTTER REMOVAL AND REPLACEMENT of the type required or as shown on the plans.

### SIDEWALK REMOVAL AND REPLACEMENT

**Description:** This work consists of furnishing labor, equipment, and materials to remove existing sidewalk of any type and material and to construct a granular sub-base and PCC sidewalk in compliance with Sections 424, 440, and 1020 of the SSRB, the details included in the plans, and as herein specified.

**Materials:** All concrete shall be 6.1 Bag Mix Class "SI". Fly ash modified concrete shall not be used. Sub-base shall be two inches thick of crushed stone or crushed gravel, gradation CA-6, in compliance with Section 311 of the SSRB. Recycled material will be allowed as approved by the Engineer.

Forms shall be a minimum of two-inch by six-inch lumber for five-inch sidewalk and a minimum of two-inch by eight-inch lumber for six-inch sidewalk and shall be held in place by stakes or braces with the top edges true to line and grade. Steel forms are acceptable for this pay item.

**Construction Requirements:** All sidewalk shall be a minimum of five inches thick and a minimum of six inches thick through driveways. No additional compensation will be allowed for six-inch thick sidewalk. Prior to removal, the Contractor shall saw cut all sidewalk full depth to the limits marked by the Engineer. The Contractor shall remove the existing sidewalk of any type and dispose of the removed material to an offsite location on a daily basis.

After removal of existing sidewalk where required, the Contractor shall prepare the existing subgrade by excavating it to a depth that is two inches below the bottom of the proposed sidewalk construction and place the sub-base. If the Engineer determines that additional excavation is required to meet ADA requirements or to provide an acceptable subgrade, this work will not be paid for separately, but shall be included in the cost of SIDEWALK REMOVAL AND REPLACEMENT.

Where directed by the Engineer, the Contractor shall furnish and install preformed expansion joints, ½" thickness. Dowel bars shall be used in lieu of tie bars at expansion joint locations. Tooled contraction joints shall be placed as shown on the plan details or as otherwise directed by the Engineer.

All areas disturbed by this work shall be restored to existing or better conditions. Pavement for adjacent existing driveways, sidewalks, lots, or other paths to remain that is damaged by this work shall be patched at the Contractor's expense. Patch material shall match the existing pavement. Turf restoration shall be paid for separately as LANDSCAPE RESTORATION.

**Method of Measurement:** This work will be measured in place on the surface of the completed sidewalk and the quantity computed for payment per Square Foot.

**Basis of Payment:** This work will be paid for at the contract unit price per Square Foot for SIDEWALK REMOVAL AND REPLACEMENT regardless of thickness.

### **WATER MAIN, PVC C900 (OPEN CUT)**

**Description:** This work consists of furnishing labor, equipment, and materials to construct new PVC water main of the sizes shown on the plans, including all pipe restraint, fittings, nuts and bolts, tracer wire, and bedding; to pressure and leakage test said water main; and to disinfect said water main in compliance with the SSWS and as herein specified.

**Materials:** Water main shall be PVC pipe conforming to AWWA C900, Class 235 psi (DR18). Pipe shall have an integral bell end with a locked-in factory installed gasket and shall meet the joint requirements of ASTM D 3139. The gasket shall be reinforced with a steel band and meet the requirements of ASTM F477.

Tracer wire shall be insulated 12-gauge copper designed for buried utilities or other approved material that allows the buried water main to be accurately located conductively. Tracer wire shall be blue in color to designate potable water.

Water main fittings shall be ductile iron compact type fittings meeting the requirements of AWWA C-153 with mechanical joints. Retainer glands are required on all fittings. Retainer glands shall be MEGALUG 2000PV series or an approved equal. All bolts used on the project shall be A-304 stainless steel with nuts and washers of series 300 stainless steel per ASTM A194.

Pipe bedding shall be CA-11 or CA-13 crushed stone or crushed gravel complying with the requirements of Section 1004 of the SSRB. Thrust blocking shall be precast blocks of Class SI concrete only in compliance with Section 1020 of the SSRB. Poured-in-place concrete thrust blocks will not be allowed.

**Construction Requirements:** The Contractor shall construct all water main to a minimum depth of 5.5 feet from the finished grade to the top of the pipe unless otherwise approved by the Engineer. Existing water main, fittings, or valves that are in conflict with the proposed water main improvements shall be removed by the Contractor as directed by the Engineer and disposed of offsite. This work shall not be paid for separately, but shall be included in the cost of WATER MAIN, PVC C900 (OPEN CUT).

The Contractor shall construct pipe bedding to a minimum depth of 4 inches below the bottom of the water main. After the pipe is placed, the Contractor shall backfill the entire width of the trench with bedding material to an elevation one foot over the top of the pipe. Bedding shall be compacted by ramming or tamping with tools approved by the Engineer.

Tracer wire shall be attached to the pipe along the full length of the installation. Wire shall be attached by tape or other method approved by the Engineer to the top of the water main a minimum of every 8 feet. Tracer wire shall be brought to grade in the auxiliary valve box of each fire hydrant and within each valve vault, where it shall be securely fastened with enough slack so that it can be pulled out. Tracer wire shall be tested by the City with their own equipment prior to final approval to ensure that it can be used to accurately locate the new water main.

Concrete thrust blocks are required to brace tees, plugs, caps, and bends of 10 degrees or greater. Thrust blocks will not be paid for separately, but shall be included in the cost of WATER MAIN, PVC C900 (OPEN CUT).

The Contractor shall backfill the trench with excavated material in parkway or turf areas and trench backfill when the edge of the trench is within 2 feet of existing or final paved areas. All backfilling shall be in compliance with these specifications. Backfilling trenches with select aggregate material shall be paid for separately as TRENCH BACKFILL. Restoration in turf areas shall be paid for separately as LANDSCAPE RESTORATION.

**Pressure and Leakage Testing:** Pressure testing shall be performed in compliance with the SSWS or as directed by the Engineer. All testing shall be completed prior to the abandonment of the existing water main. The minimum test pressure applied shall be 150 pounds per square inch. The minimum test duration shall be 2 hours. All new valves must be tested unless otherwise directed by the Engineer.

The Engineer shall be notified a minimum of 48 hours prior to pressure testing or flushing the new water main. The Engineer must be present to witness the pressure testing and flushing. The cost of pressure testing, leakage testing, and flushing will not be paid for separately, but shall be included in the cost of WATER MAIN, PVC C900 (OPEN CUT). No additional compensation will be allowed for retesting after a failed test.

**Disinfection and Testing:** The Contractor is solely responsible for disinfecting water main and appurtenances under the supervision of the City. Disinfection shall only take place after the water main has passed all necessary pressure and leakage testing. Disinfection of the new water main shall be performed in compliance with the SSWS and the requirements of the City. All water main and appurtenances shall be properly disinfected prior to being put into service.

The safe quality of the water supply shall be demonstrated by bacteriological analysis of samples collected at sampling taps following disinfection of the main. All samples shall be taken in the presence of a City representative. It is the responsibility of the Contractor to coordinate sampling with the City. Sampling reports shall be submitted to the City and the Engineer. The cost of disinfection, flushing, and sampling water main will not be paid for separately, but shall be included in the cost of WATER MAIN, PVC C900 (OPEN CUT).

**FAILURE OF ANY SAMPLE REQUIRES MANDATORY REPEAT DISINFECTION, FLUSHING, AND SAMPLING UNTIL SUCCESSFUL TESTING IS OBTAINED ON ALL SAMPLES. ALL RETESTING SHALL BE AT THE CONTRACTOR'S EXPENSE.**

**Method of Measurement:** This work shall be measured in place through all fittings and valves after pressure, leakage, and disinfection tests have been successfully completed and the quantity computed for payment per Lineal Foot. Fittings will be measured per Each.

**Basis of Payment:** This work shall be paid for at the contract unit price per Lineal Foot for WATER MAIN, PVC C900 (OPEN CUT) of the size shown on the plans. Fittings will be paid for at the contract unit price Each for the fitting required.

### **WATER MAIN, PVC C900 (HDD)**

**Description:** This work consists of furnishing labor, equipment, and materials to construct new PVC water main of the sizes shown on the plans by method of horizontal directional drilling (HDD), including all pipe restraint, tracer wire, excavation of drilling and receiving pits, and containment and disposal of drilling fluid; to pressure and leakage test said water main; and to disinfect said water main in compliance with the SSWS and as herein specified.

**Materials:** Water main shall be PVC pipe conforming to AWWA C900, Class 235 psi (DR18). Pipe shall have restrained joints designed for trenchless applications. Restrained joints shall be grooved integral bell or separate coupling systems with a nylon spline as manufactured by Certa-Lok or an approved equal.

Tracer wire shall be insulated 12-gauge copper designed for buried utilities or other approved material that allows the buried water main to be accurately located conductively. Tracer wire shall be blue in color to designate potable water.

**Submittals:** Prior to the Preconstruction Conference, the Contractor must submit documentation of their

horizontal directional drilling experience meeting the requirements of this section and a detailed construction scheduling plan.

Prior to construction, the Contractor must submit:

- 1) The type and capacity of the drilling rig to be used on the project, including the manufacturer and pullback and push torque; the type of locating and tracking system proposed for the project; the type and capacity of the mud mixing system; and the proposed composition of the drilling fluid, including viscosity and density. The Contractor shall verify that allowable pipe stresses will not be exceeded by the drilling rig.
- 2) A drawing showing the proposed drilling configuration, including entry and exit angles, radius of curvature, and entry and exit points. The drawing must include location and dimensions of the staging area at both entrance and exit points and information on the diameter of the pilot hole and size and number of pre-reamers used for development of the borehole.
- 3) Information on the method of addressing and mitigating obstruction problems during drilling, including potential problems of product pipe becoming stuck during pipe pullback, drilling through existing underground utilities, or other events that lead to work stoppage, as well as emergency procedures for such events.
- 4) Information on the method of slurry containment, the method of recycling drilling fluids and spoils (if applicable), the method of containing drilling fluids or spoils and transporting drilling fluids and spoils offsite (including anticipated volume), and the method and disposal site for drilling fluids and spoils. All material must be disposed of in accordance with local, state, and federal regulations.
- 5) A plan for cleanup and disposal of spills and fractouts (drilling fluids, hydraulic fluids, etc.) including measures to contain and clean the affected area, including details for cleanup of surface seepage of drilling fluids and spoils. All material must be disposed of in accordance with local, state, and federal regulations.
- 6) Information on the method of addressing and mitigating collapse or subsidence of surface roadways, adjacent utilities, etc., during drilling, reaming, and installation of the pipe.

The Contractor shall maintain a logbook that includes driller notes and records for bores using a steering and tracking system. Data will include pipe number, depth, pitch, steering commands, and notes. The log must also include rig performance parameters (thrust, pullback, torque, drilling fluid circulation, drilling fluid composition), ground conditions, obstructions encountered, time shift started and ended, footage during the shift, etc. The logbook shall also include information on drilling fluid (composition, viscosity, density). This logbook must be available for review throughout the project and must be submitted to the Engineer at completion of the project.

At the completion of the horizontal directional drilling, the pipe log indicating the horizontal and vertical positions at 10- or 15-foot intervals along the pipe must be submitted to confirm conformance with the depth and line shown on the drawings. This submittal shall include the type and manufacturer of tracking equipment used, date of most recent shop calibration record, and the method used to ensure the data was captured. No payment for any footage of pipe will be made until its corresponding log is submitted to the Engineer.

**Quality Assurance:** The horizontal directional drilling shall be performed by a drilling company that is experienced in the installation of water and sewer pipelines utilizing the horizontal directional drilling method.

The Contractor shall submit data on the horizontal directional drilling company's experience. The drilling company shall have at least three previous successful projects of 8-inch diameter or larger PVC pipe utilizing the horizontal directional drilling method. The drilling company shall provide an installation list including the following information: client, project name and location, contact person and phone number, contract amount, project environment (river crossing, urban area, etc.), date of installation, pipe diameter, pipe material, maximum length of each bore, and total length of directional drilling.

**Directional Boring System:** The Contractor shall provide a pneumatically or hydraulically operated, fluid-assisted, remote-guided boring system capable of installing the pipe by trenchless methods per the drawings. The equipment shall be designed to provide accuracy of both the line and the grade of the boring head.

The Contractor shall provide pumps, compressors, tools, and all equipment certified as suitable by the system manufacturer to install the new pipe without stressing or damaging the pipe. The Contractor shall provide a circulatory and recovery system that will recover the bentonite or other drilling fluids without releasing the slurry onto the ground or water surfaces and shall coordinate supply of water for mixing drilling fluid with the City.

**Protection:** The Contractor shall field-verify the location and depth of all existing utilities, including service connections, to be parallel or crossed prior to the start of directional drilling operations and shall modify alignment, depth, or grade as necessary to avoid utilities. Any discrepancies from the plans shall be discussed with the Engineer prior to the start of the drilling work.

The Contractor shall expose all utilities that they will be crossing. All utilities that run parallel to and are within 5 feet of the new water main alignment shall be exposed every 100 feet to verify their depth and location. If the marked location of any utility is not accurate, the Contractor shall contact that utility owner.

**General Pipe Installation:** Installation and receiving pits shall be provided as necessary for complete installation of the pipe. The excavation of the installation and receiving pits will not be paid for separately but shall be included in the cost of WATER MAIN, PVC C900 (HDD).

The Contractor shall not start the pullback unless it can be completed without interruptions. The Contractor shall coordinate scheduling with the Engineer. The Contractor shall provide sediment and erosion control measures to prevent drilling fluid or borehole cuttings from entering waterways, sewer systems, and adjacent properties.

The pilot hole shall establish the horizontal plane of the pipeline. A plot of length-versus- elevation versus left/right variance will dictate the actual as-built plan and profile of the pipeline. Data feedback and electronic-guidance systems and supplemental surface-tracking systems shall be used to provide confirmation of position.

Reaming shall consist of using an appropriate tool to open the pilot hole to a slightly larger diameter than the carrier pipeline. The percentage oversize shall depend on soil types, soil stability, depth, drilling-fluid hydrostatic pressures, etc. Normal oversizing shall be from 120 to 150 percent of the product pipe diameter. Drilling fluid shall be forced down the hole to stabilize the hole and to remove soil cuttings. The Contractor shall carefully monitor the reaming operations to prevent damage to adjacent facilities. The Contractor shall maintain accurate alignment and grade control and shall determine the pipe elevation (above mean sea level) at intervals not exceeding 15 feet.

The pipe shall be installed by continuously pulling the pipe into place through the drilling fluid along the reamed hole pathway from insertion point to exit point without causing damage to the pipe and pipe joints being inserted. The pullback speed shall be within the pipe manufacturer's recommendations. Drilling fluid/lubricants shall be provided as required by the pipe manufacturer's recommendations and specifications to avoid stressing the pipe and joints past the material's elastic limits. Proper pipe handling, cradling, bending minimization, surface heave readings, consistent insertion velocity, drilling fluid flow circulation/exit rate, and footage length installed shall be recorded.

Any bits, drills, reamers, or other tools lost or stuck in the hole shall be removed at the Contractor's expense. If tools cannot be readily removed, the Contractor may, at his option, abandon the hole. The Contractor will seal the borehole and re-drill the crossing. No payment shall be made for any lost equipment, material, or work on abandoned holes.

Drilling fluid used to facilitate the installation of the pipe shall be adjusted within acceptable limits so that ground heaving and subsurface cavity formation through erosion are prevented. A variation greater than  $\pm 3\%$  from the horizontal and  $\pm 5\%$  from the vertical plan or designated grade may be sufficient reason for rejecting the pipe, and the pipe shall be re-bored to proper grade, if so directed by the Engineer, at the Contractor's expense.

The Contractor shall drill and/or excavate relief holes to prevent the pressure of the drilling fluid from heaving or in any other way damaging any surface features. Damage due to ground heaving caused by the drilling fluid shall be repaired at the Contractor's expense. Relief holes will not be paid for separately but shall be included in the cost of WATER MAIN, PVC C900 (HDD).

The alignment shown on the drawings shall be adhered to unless existing physical obstructions prevent otherwise. The Contractor shall be ultimately responsible for determining the number of setups required to install the pipe to the alignment shown on the drawings. No additional compensation will be allowed if the number of setups, size of installation or receiving pits, or location of installation or receiving pits differs from what is shown on the plans.

The Contractor shall supply portable mud tanks or construct temporary mud pits to contain excess drill fluid during construction. Spent drilling fluids and cuttings shall be confined to the entrance and exit pits. The Contractor shall take all necessary precautions to minimize the damage to the adjacent properties. Any drilling fluid that enters the pipe shall be removed by flushing or other suitable methods. Upon completion of the drilling, the Contractor shall dispose of any drill cuttings and excess drill fluids in a manner consistent with the local and state regulations. If working in an area of contaminated soil, the slurry shall be tested for contamination and disposed of in accordance with local and state regulations. The disposal of the drilling fluids and any necessary flushing of the pipe shall be included in the cost of WATER MAIN, PVC C900 (HDD).

The Contractor shall be responsible for cleanup and restoration due to hydrofractures from excessive pressure in the drilling fluid. The Contractor shall prevent fluids from entering streams or other bodies of water and municipal storm or sanitary sewer lines. No additional payment shall be made for cleanup costs required by the Engineer or regulatory agencies due to the loss of drilling fluid.

Backfilling of installation and receiving pits shall be completed so that no excavation is left open overnight. Protection of open excavations may be allowed as approved by the Engineer. Trench backfill for installation and receiving pits, where required, will not be paid for separately, but shall be included in the cost of WATER MAIN, PVC C900 (HDD). Turf restoration and replacement of concrete and other pavement items damaged by approved work will be paid for separately at the unit price for the appropriate pay item.

**Pressure and Leakage Testing:** Pressure testing shall be performed in compliance with the SSWS or as directed by the Engineer. All testing shall be completed prior to the abandonment of the existing water main. The minimum test pressure applied shall be 150 pounds per square inch. The minimum test duration shall be 2 hours. All new valves must be tested unless otherwise directed by the Engineer.

The Engineer shall be notified a minimum of 48 hours prior to pressure testing or flushing the new water main. The Engineer must be present to witness the pressure testing and flushing. The cost of pressure testing, leakage testing, and flushing will not be paid for separately, but shall be included in the cost of WATER MAIN, PVC C900 (HDD). No additional compensation will be allowed for retesting after a failed test.

**Disinfection and Testing:** The Contractor is solely responsible for disinfecting water main and appurtenances under the supervision of the City. Disinfection shall only take place after the water main has passed all necessary pressure and leakage testing. Disinfection of the new water main shall be performed in compliance with the SSWS and the requirements of the City. All water main and appurtenances shall be properly disinfected prior to being put into service.

The safe quality of the water supply shall be demonstrated by bacteriological analysis of samples collected at sampling taps following disinfection of the main. All samples shall be taken in the presence of a City representative. It is the responsibility of the Contractor to coordinate sampling with the City. Sampling reports shall be submitted to the City and the Engineer. The cost of disinfection, flushing, and sampling water main will not be paid for separately, but shall be included in the cost of WATER MAIN, PVC C900 (HDD).

**FAILURE OF ANY SAMPLE REQUIRES MANDATORY REPEAT DISINFECTION, FLUSHING, AND SAMPLING UNTIL SUCCESSFUL TESTING IS OBTAINED ON ALL SAMPLES. ALL RETESTING SHALL BE AT THE CONTRACTOR'S EXPENSE.**

**Method of Measurement:** This work will be measured for payment in place in feet along the centerline of the pipe alignment. Pipe within an installation or receiving pit will be included as part of this pay item. Water main that is not directionally drilled and is not within the installation or receiving pit of an HDD installation will be paid for separately as WATER MAIN, PVC C900 (OPEN CUT).

**Basis of Payment:** This work will be paid for at the contract unit price per foot for WATER MAIN, PVC C900 (HDD) of the diameter specified.

### **WATER MAIN CASING PIPE**

**Description:** This work consists of furnishing labor, equipment, and materials to install sealed water main casing pipe of the size shown on the plans at locations shown on the plans or as directed by the Engineer.

**Materials:** Casing pipe shall be PVC AWWA C905. Casing spacers shall be stainless steel. Casing pipe end seals shall be rubber pull-over type secured with stainless steel bands.

**Construction Requirements:** Casing spacers shall be installed along the carrier pipe according to the manufacturer's recommendations. Joints of carrier pipe that fall within the casing pipe shall be restrained with an approved harness. The restraint of carrier pipe joints will not be paid for separately, but shall be included in the cost of WATER MAIN CASING PIPE. The ends of the casing pipe shall be sealed with rubber end seals. Carrier pipe shall be paid for separately as WATER MAIN, PVC C900 (OPEN CUT).

**Method of Measurement:** This work shall be measured in place and the quantity computed for payment per Lineal Foot.

**Basis of Payment:** This work will be paid for at the contract unit price per Lineal Foot for WATER MAIN CASING PIPE of the size shown on the plans.

### **GATE VALVES, VALVE VAULTS, AND VALVE BOXES**

**Description:** This work consists of furnishing labor, equipment, and materials to construct new gate valves of the sizes shown on the plans either in precast valve vaults or beneath valve boxes in compliance with the SSWS and as herein specified.

**Materials:** Gate valves shall be resilient wedge type valves with mechanical joint ends as manufactured by Waterous Co. or Clow Valve Co. All bolts used on the project shall be A-304 stainless steel with nuts and washers of series 300 stainless steel per ASTM A194.

Valve vaults shall be precast reinforced concrete manhole sections with concentric cone sections. Valve vault joints shall be either flexible watertight rubber gaskets or preformed bituminous plastic gaskets. Flexible rubber gasket collars complying with ASTM C-923 shall be provided for connecting pipe to the valve vault. Frames and lids shall be cast iron with solid self-sealing lids stamped with the word "WATER".

Valve boxes shall be adjustable and shall be compatible with the installed gate valve. The box cover shall be stamped with the word "WATER".

**Construction Requirements:** Gate valve, valve vault, and valve box construction shall be in compliance with the SSWS and the details shown on the plans. Vaults for valves 10 inches and under shall be 4 feet in diameter. Vaults for valves 12 inches and over shall be 5 feet in diameter. The gate valve shall be positioned so that the operating nut is plumb and centered in the cone of the valve vault. If trench backfill is necessary, it will not be paid for separately, but shall be included in the cost of the VALVE VAULT or VALVE BOX.

**Method of Measurement:** This work shall be measured in place after successful pressure, leakage, and disinfection tests have been completed and the quantity computed for payment per Each.

**Basis of Payment:** This work shall be paid for at the contract unit price Each for GATE VALVE of the size shown on the plans, VALVE VAULT of the size shown on the plans, or VALVE BOX.

### **FIRE HYDRANT**

**Description:** This work consists of furnishing labor, equipment, and materials to construct new fire hydrants with 6-inch auxiliary gate valves, valve boxes, trench drain, thrust blocking, and accessories at the locations shown on the plans or as directed by the Engineer.

**Materials:** All fire hydrant materials shall be new. Fire hydrants shall have a 6-inch inlet and auxiliary valve with valve box and two 2.5-inch nozzles with a 5.25-inch steamer as manufacturer by Waterous Co. or Clow Valve Co. Threads shall be national standard.

Hydrant markers shall be RoDon HydraFinder in 6-foot lengths with reflective tape strips in standard red and flat mounting brackets.

**Construction Requirements:** The Contractor shall construct the fire hydrant and auxiliary valve as shown on the plan detail. The Contractor shall make arrangements with the Engineer to have the completed assembly inspected prior to backfilling. The hydrant and valve assembly shall be subjected to the same pressure, leakage, and chlorination tests as the water main. If trench backfill is required, it will not be paid for separately, but shall be included in the cost of FIRE HYDRANT.

The centerline of the steamer shall be set 18 to 24 inches above finished grade. All hydrants shall be freshly painted red. Hydrants shall be connected to the water main with 6-inch PVC C900 pipe. This pipe will be paid for separately as WATER MAIN, PVC C900 (OPEN CUT). No additional compensation will be allowed for the installation of bends or fire hydrant extensions for changes in grade or direction, conflicts with any utility, or for connections to the water main. The auxiliary valve and valve box shall be mounted behind the curb and as close to the hydrant as possible.

Prior to the successful completion of all required pressure, leakage, and disinfection testing, new fire hydrants shall be securely covered and designated as not in service by a method approved by the City. Once all testing is successfully completed, the Contractor shall remove all coverings.

**Method of Measurement:** This work shall be measured complete in place after pressure, leakage, and disinfection tests have been successfully completed and the quantity computed for payment per Each.

**Basis of Payment:** The work will be paid for at the contract unit price Each for FIRE HYDRANT.

### **ABANDON EXISTING WATER VALVE**

**Description:** This work consists of furnishing labor, equipment, and materials to abandon existing water main valves in place; to fill existing valve vaults; to remove and deliver or dispose of existing valves, valve boxes, valve vaults, and frames and lids; and to backfill the excavation.

**Construction Requirements:** This work shall be completed only after the new water main has had successful pressure, leakage, and chlorination tests performed and the installation has been approved by the Engineer. The Engineer shall determine whether the existing valve shall be abandoned in place or removed. If the valve is to be abandoned in place, it shall first be turned to the off position.

Valve boxes shall be removed in their entirety. The Engineer shall determine whether existing valve vaults shall be filled with approved aggregate material or removed. The resulting excavation after valve box or vault removal shall be backfilled to the proposed subgrade with trench backfill or excavated materials as directed by the Engineer. If trench backfill is necessary, it will not be paid for separately, but shall be included in the cost of ABANDON EXISTING WATER VALVE.

Removed valves, valve boxes, frames, and lids shall be delivered complete to the City of Geneva Public Works Department when directed by the Engineer.

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Each.

**Basis of Payment:** This work shall be paid for at the contract unit price Each for ABANDON EXISTING WATER VALVE.

### **REMOVE EXISTING FIRE HYDRANT**

**Description:** This work consists of furnishing labor, equipment, and materials to remove existing fire hydrants in total, including auxiliary valve and valve box, to cap the existing water main, to backfill the excavation, and to deliver the removed hydrant to the City or dispose of it.

**Construction Requirements:** This work shall be completed only after the new water main has had successful pressure, leakage, and disinfection tests performed and the installation has been approved by the Engineer. The existing fire hydrant shall be removed in its entirety. The existing water main shall be plugged or capped in a water-tight manner approved by the Engineer. If existing fire hydrants are not removed the same day that the water main feeding them is abandoned, the Contractor shall securely cover the hydrants and designate them as not in service until they are removed.

Removed fire hydrant assemblies shall be delivered complete to the City of Geneva Public Works Department when directed by the Engineer.

The excavation shall be backfilled to the proposed subgrade with trench backfill or excavated materials as directed by the Engineer. If trench backfill is necessary, it will not be paid for separately, but shall be included in the cost of REMOVE EXISTING FIRE HYDRANT.

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Each.

**Basis of Payment:** This work shall be paid for at the contract unit price Each for REMOVE EXISTING FIRE HYDRANT.

### **PRESSURE CONNECTION 12"X8" WITH 5' DIAMETER VAULT**

**Description:** This work consists of furnishing labor, equipment, and materials to install pressure connections with new valves in vaults to existing water main in compliance with the SSWS and as herein specified.

**Materials:** The tapping sleeve shall be Ford FTSS or approved equal. The valve shall be American Flow Control Series 2500 tapping valve or approved equal. All bolts used on the project shall be A-304 stainless steel with nuts and washers of series 300 stainless steel per ASTM A194. Valve vaults shall meet the requirements of the VALVE VAULT Special Provision but shall not be paid for separately.

**Construction Requirements:** The Contractor shall expose a sufficient length of the existing water main to allow for the operation of tapping machinery. The main shall be supported on concrete pedestals at sufficient intervals to allow it to carry its own weight plus the weight of the tapping machinery. The tapping machine shall also be externally supported so that no additional weight is placed upon the main. Any damage to the main due to improper or insufficient support will be repaired at the Contractor's expense.

After the tapping sleeve, valve, and machine have been installed, the installation shall be pressure tested at operating pressure plus 50 percent to ensure the integrity of the installation. The existing water main shall remain live at normal operating pressure for the duration of the pressure connection. The coupon from the existing water main shall be retained by the Contractor for inspection by the City. If trench backfill is necessary, it will not be paid

for separately, but shall be included in the cost of the PRESSURE CONNECTION 12"X8" WITH 5' DIAMETER VAULT.

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Each.

**Basis of Payment:** This work will be paid for at the contract unit price Each for PRESSURE CONNECTION 12"X8" WITH 5' DIAMETER VAULT.

### CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE)

**Description:** This work consists of furnishing labor, equipment, and materials to complete non-pressure connections of new ductile iron water main to existing water main in compliance with the SSWS and as herein specified.

**Construction Requirements:** The Contractor shall obtain permission from the City prior to any shut down of the existing water system. All existing valves shall be operated by City staff only unless otherwise allowed by the Engineer. All shutdowns must be limited to 4 hours maximum per day and may only be made between the hours of 9:00 am and 3:00 pm.

Connections to existing water main shall only be made after the new water main passes all required pressure, leakage, and disinfection testing. The existing water main shall be saw cut through the complete circumference to form a neat vertical end and shall be allowed to drain prior to making the new connection. All existing mains shut down and opened to the atmosphere and all new water main material needed to complete the connection must be disinfected with a chlorine solution approved by the Engineer prior to returning the system into service.

The excavation to determine the location of the existing water main and the time required for the City to shut down the existing water system will not be paid for separately, but shall be included in the cost of CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE). New water main and fittings will be paid for separately as WATER MAIN, PVC C900 (OPEN CUT). The capping of existing water mains will be paid for separately as CAP AND BLOCK EXISTING WATER MAIN. If trench backfill is required, it will not be paid for separately, but shall be included in the cost of CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE).

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Each.

**Basis of Payment:** This work will be paid for at the contract unit price Each for CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE).

### CUT AND CAP WATER MAIN

**Description:** This work consists of furnishing labor, equipment, and materials to install caps on the end of water main that is meant to be abandoned or capped for future consideration at locations shown on the plans or as directed by the Engineer.

**Materials:** Caps shall be restrained with mechanical joints.

**Construction Requirements:** The pipe shall be cut to leave a smooth end at right angles to the axis of the pipe. A mechanical joint plug or cap shall be installed and thrust blocked with precast blocks of Class SI concrete. If trench backfill is necessary, it will not be paid for separately, but shall be included in the cost of CUT AND CAP WATER MAIN.

**Method of Measurement:** This work shall be measured complete in place and the quantity computed for payment per Each.

**Basis of Payment:** This work will be paid for at the contract unit price Each for CUT AND CAP WATER MAIN.

### **STORM SEWER, PVC C900**

**Description:** This work consists of furnishing labor, equipment, and materials to construct new water main quality storm sewer of various sizes and connect it to existing storm sewer and storm structures in compliance with the applicable portions of Section 550 of the SSRB, the details included in the plans, and as herein specified.

**Materials:** Storm sewer material shall be PVC AWWA C900. Use of salvaged pipe will not be allowed. Bedding shall be stone or gravel only and shall comply with the requirements of Section 1004 of the SSRB, gradation CA-11 or CA-13.

**Excavation and Foundation:** The trench shall be excavated to the width shown on the plan detail. When encountered, excess water shall be removed by pumping, diverted with dikes or sheeting, or dammed in the upstream structure. Methods of pumping, diverting, or damming excess water shall be approved by the Engineer. This work will not be paid for separately, but shall be included in the cost of STORM SEWER, PVC C900.

All storm sewer shall be bedded with moist well-compacted bedding 4 inches in depth below the pipe for the entire width of the trench or as recommended by the pipe manufacturer or directed by the Engineer. The pipe shall be secured in place by the use of additional hand tamped bedding from the bottom of the pipe to one foot over the pipe. The cost of excavating for, furnishing, transporting, placing, and compacting the bedding material shall not be paid for separately, but shall be included in the cost of STORM SEWER, PVC C900.

**Laying Sewer Pipe:** A laser is required to set line and grade on all storm sewer. It is the Contractor's sole responsibility to ensure that the storm sewers are constructed to the line and grade as indicated on the plans. Any variation from the Engineer's stakes or the plan elevations shall immediately be reported to the Engineer.

Connections to existing structures shall be by a method approved by the Engineer. Connections to existing structures shall not be paid for separately, but shall be included in the cost of STORM SEWER, PVC C900. Connections to existing storm sewer shall be made with non-shear couplings designed to join the sizes and materials required or with a method approved by the Engineer. Connections to existing storm sewer shall not be paid for separately, but shall be included in the cost of STORM SEWER, PVC C900.

**Removing Existing Storm Sewer:** Existing storm sewer which needs to be removed in order to install the new water main quality storm sewer shall be disposed of offsite. This work will not be paid for separately, but shall be included in the cost of STORM SEWER, PVC C900.

**Backfilling and Restoration:** The Contractor shall backfill the trench with excavated material in parkway or turf areas and trench backfill when the edge of the trench is within 2 feet of existing or final paved areas. All backfilling shall be in compliance with these specifications. Backfilling trenches with select aggregate material shall be paid for separately as TRENCH BACKFILL. Restoration in turf areas shall be paid for separately as LANDSCAPE RESTORATION.

**Method of Measurement:** This work shall be measured in place and the quantity computed for payment per Lineal Foot.

**Basis of Payment:** This work will be paid for at the contract unit price per Lineal Foot for STORM SEWER, PVC C900 of the size shown on the plan.

### **PAINT PAVEMENT MARKINGS**

**Description:** This work consists of furnishing labor, equipment, and materials to install both yellow and white paint pavement markings as directed by the Engineer in compliance with the applicable portions of Section 780 of the SSRB.

**Construction Requirements:** Paint pavement markings shall be installed at all locations where existing striping has been removed or otherwise damaged due to pavement patching or other work as determined by the Engineer. New pavement markings shall match the adjacent existing markings in size and color. Existing striping may be yellow or white.

**Method of Measurement:** This work shall be measured in place and the quantity computed for payment per Lineal Foot.

**Basis of Payment:** This work will be paid for at the contract unit price per Lineal Foot as PAINT PAVEMENT MARKINGS of the size required.

### **MOBILIZATION**

**Description:** This work consists of furnishing labor, equipment, and materials for the preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site according to Section 671 of the SSRB.

**Basis of Payment:** This work will be paid for at the contract Lump Sum price for MOBILIZATION according to Article 671.02 of the SSRB.

### **CONSTRUCTION LAYOUT**

**Description:** This work consists of furnishing labor, equipment, and materials to place layout stakes and perform layout work necessary to construct the work to the lines and grades shown on the plans.

**Construction Requirements:** The Engineering Plans include adequate benchmarks and reference points to the centerline of survey or other control points as applicable. Any additional information or clarification requested by the Contractor shall be sent to the Engineer in writing prior to layout work taking place.

The Contractor shall perform the entire layout for the work, including setting additional stakes which are needed to establish offset stakes, setting reference points, and setting any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of their responsibility to secure the proper dimensions, grades, and elevations of the entire work. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset when any are lost, displaced, removed, or otherwise damaged.

**Method of Measurement:** This work will be measured on a Lump Sum basis.

**Basis of Payment:** This work will be paid for at the contract Lump Sum price for CONSTRUCTION LAYOUT.

### **TRAFFIC CONTROL AND PROTECTION**

**Description:** Traffic control and protection shall be in accordance with the applicable sections of the SSRB, the Supplemental Specifications, the *Illinois Manual on Uniform Traffic Control Devices for Streets and Highways*, and any special details, Highway Standards, and Special Provisions contained herein. This work shall include furnishing, installing, maintaining, relocating, and removing all traffic control devices used for the purpose of regulating, warning, or directing traffic during the construction or maintenance of this improvement.

Special attention is called to Articles 107.09 and 107.14 of the SSRB and the following Highway Standards, Details, Quality Standards for Work Zone Traffic Control Devices, and Recurring Special Provisions as they relate to traffic control.

Standard Drawings

701501, 701801, 701901

Standard Specifications and Recurring Special Provisions

Work Zone Traffic Control (LRS 3)

Work Zone Traffic Control and Protection (Section 701)

Details

TC-10 - Traffic Control and Protection for Side Roads, Intersections, and Driveways

At the preconstruction conference, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the submittal of bids. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The City will provide the Contractor the name of its representative who will be responsible for the administration of traffic control.

At the preconstruction conference, the Contractor shall submit a staging plan for traffic control for the project. This plan shall include any proposed closures of access drives, portions of the parking lot, pedestrian walkways, etc. This plan shall be reviewed and approved by Northwestern Medicine and the Engineer.

**Construction Requirements:** The Contractor shall notify the City at least 72 hours in advance of beginning any work. Access to driveways, entrances, and parking lot spaces for local traffic shall be maintained to the extent practicable during the execution of this work. When lane or parking assignments conflict with existing pavement markings, approved traffic control devices such as signs, cones, barrels, and barricades shall be used as delineation. When available pavement width is not sufficient to allow for two-lane, two-way traffic, certified flaggers will be required in accordance with the standards included herein.

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 will be required to cover all traffic control devices which are inconsistent with current patterns during the transition from one construction stage to another.

When directed by the Engineer, the Contractor will be required to remove all traffic control devices which were furnished, installed, and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer. The Contractor shall ensure that all applicable traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

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 personnel, materials, and equipment to correct any such deficiencies. The Contractor shall be required to respond to any call from the City or Engineer concerning any request for improving or correcting traffic control devices and begin making the requested corrections within two hours from the time of notification.

The Contractor shall plan his work so that there will be no open holes in the pavement during non-working hours. Steel plates over trenches will be permitted; however, they must be of sufficient strength and stability to accommodate all traffic. Pinning of steel plates as well as installation of asphalt ramps along the edge of plates may be required at the discretion of the Engineer.

The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions through construction zones. The Contractor shall arrange his operations so as to keep the closure of any access drive or parking lot spaces to a minimum.

**Method of Measurement:** This work will be measured on a lump sum basis.

**Basis of Payment:** This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION.

### **PRE-CONSTRUCTION VIDEO TAPING**

**Description:** This work consists of furnishing labor, equipment, and materials to video the surface conditions of the work zone prior to the initiation of construction activities.

**Construction Requirements:** The required video shall include the entire Health & Fitness Center property and shall cover any offsite areas including access drives and equipment and material storage areas. The video shall clearly document the condition of the existing ground surface, pavement, curb and gutter, sidewalk, driveways, landscaping, above ground utilities, and other items.

The video shall include annotation or audio documenting the date, time, and location. The video shall be provided in an approved digital format to both the City and the Engineer for their records prior to the commencement of construction activities.

**Method of Measurement:** This work will be measured on a Lump Sum basis.

**Basis of Payment:** This work will be paid for at the contract Lump Sum price for PRE-CONSTRUCTION VIDEO TAPING.

### **CONTAMINATED WASTE DISPOSAL**

**Description:** This work consists of furnishing labor, equipment, and materials to dispose of material from the worksite that is determined to be contaminated based upon criteria of the Illinois Environmental Protection Agency for Clean Construction Demolition Debris materials.

**Construction Requirements:** Two representative soil samples were taken for this project. Both samples had at least one chemical constituent exceeding CCDD facility maximum allowable concentrations (MACs): N-Nitrosodi-n-propylamine; 2,6-Dinitrotoluene; and Chromium. All three chemical results are lower than industrial/commercial ingestion and inhalation route allowable values and may stay onsite if there is adequate fill needed. If any excavated material needs to be disposed of offsite, it will need to be disposed of at a Subtitle D landfill. This material will be paid for as CONTAMINATED WASTE DISPOSAL.

**Method of Measurement:** This work shall be measured by verified load ticket and the quantity computed for payment in Cubic Yards.

**Basis of Payment:** This work shall be paid for at the contract unit price per Cubic Yard for CONTAMINATED WASTE DISPOSAL.

### **CONTINGENCY ALLOWANCE**

**Description:** This pay item shall provide additional budget to cover labor, equipment, and materials for items or work not covered by other pay items in the contract and not anticipated prior to bidding.

It may be necessary to add unforeseen additional work to the project which is not included in the pay items provided in the contract. The CONTINGENCY ALLOWANCE is a means to fund Engineer and City approved changes and additions to the project. The cost of any work which will be covered by the CONTINGENCY

ALLOWANCE shall be provided to the Engineer in writing and agreed upon by the City according to the contract prior to any work commencing.

**Basis of Payment:** Approved additional work not covered by existing pay items shall be paid for as CONTINGENCY ALLOWANCE.

# Kane County Prevailing Wage Rates posted on 4/15/2025

## Overtime

Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		51.00	53.00	2.0	1.5	2.0	2.0	12.19	29.96	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	N	BLD		46.63	49.03	1.5	1.5	2.0	2.0	14.67	19.15	0.00	0.93		10.03	20.08
COMMUNICATION TECHNICIAN	S	BLD		47.11	50.36	1.5	1.5	2.0	2.0	17.30	17.69	0.00	1.65		0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	N	ALL		55.99	60.39	1.5	1.5	2.0	2.0	16.54	22.78	0.00	1.68	0.00	12.23	24.46
ELECTRICIAN	S	BLD		57.32	63.05	1.5	1.5	2.0	2.0	17.05	22.05	0.00	2.00	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	All	ALL		48.53	54.35	1.5	1.5	2.0	2.0	13.21	26.70	0.00	1.80	0.00	0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		53.40	59.81	2.0	2.0	2.0	2.0	13.21	30.79	0.00	1.80	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45

# Kane County Prevailing Wage Rates posted on 4/15/2025

MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.00	53.00	1.5	1.5	2.0	2.0	17.81	21.22	0.00	1.15		0.00	0.00
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98

# Kane County Prevailing Wage Rates posted on 4/15/2025

SURVEY WORKER	All	BLD		50.15	50.90	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91	0.00	0.00	
SURVEY WORKER	All	HWY		50.15	50.90	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91	0.00	0.00	
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

**Legend**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain

days of celebration. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

#### SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

#### SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

#### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

#### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999  
Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

"The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement."

Delete Article 701.20(g) of the Standard Specifications.

**CHECK SHEET #LRS4**

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

**SPECIAL PROVISION  
FOR  
FLAGGERS IN WORK ZONES**

Effective: January 1, 1999

Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

“Flaggers are required only when workers are present.”

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
CONTRACT CLAIMS

Effective: January 1, 2002  
Revised: January 1, 2007

Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of Article 109.09 of the Standard Specifications to read:

"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

## CHECK SHEET #LRS6

State of Illinois  
 Department of Transportation  
 Bureau of Local Roads and Streets

SPECIAL PROVISION  
 FOR  
 BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2002

Revised: January 1, 2015

Replace Article 102.01 of the Standard Specifications with the following:

"Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the

**CHECK SHEET #LRS6**

summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

Amount Bid	Proposal Guaranty
Up to \$5,000	\$150
>\$5,000	\$300
>\$10,000	\$1,000
>\$50,000	\$3,000
>\$100,000	\$5,000
>\$150,000	\$7,500
>\$250,000	\$12,500
>\$500,000	\$25,000
>\$1,000,000	\$50,000
>\$1,500,000	\$75,000
>\$2,000,000	\$100,000
>\$3,000,000	\$150,000
>\$5,000,000	\$250,000
>\$7,500,000	\$400,000
>\$10,000,000	\$500,000
>\$15,000,000	\$600,000
>\$20,000,000	\$700,000
>\$25,000,000	\$800,000
>\$30,000,000	\$900,000
Over \$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to

**CHECK SHEET #LRS6**

Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a

copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide."

**CHECK SHEET #LRS17**

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

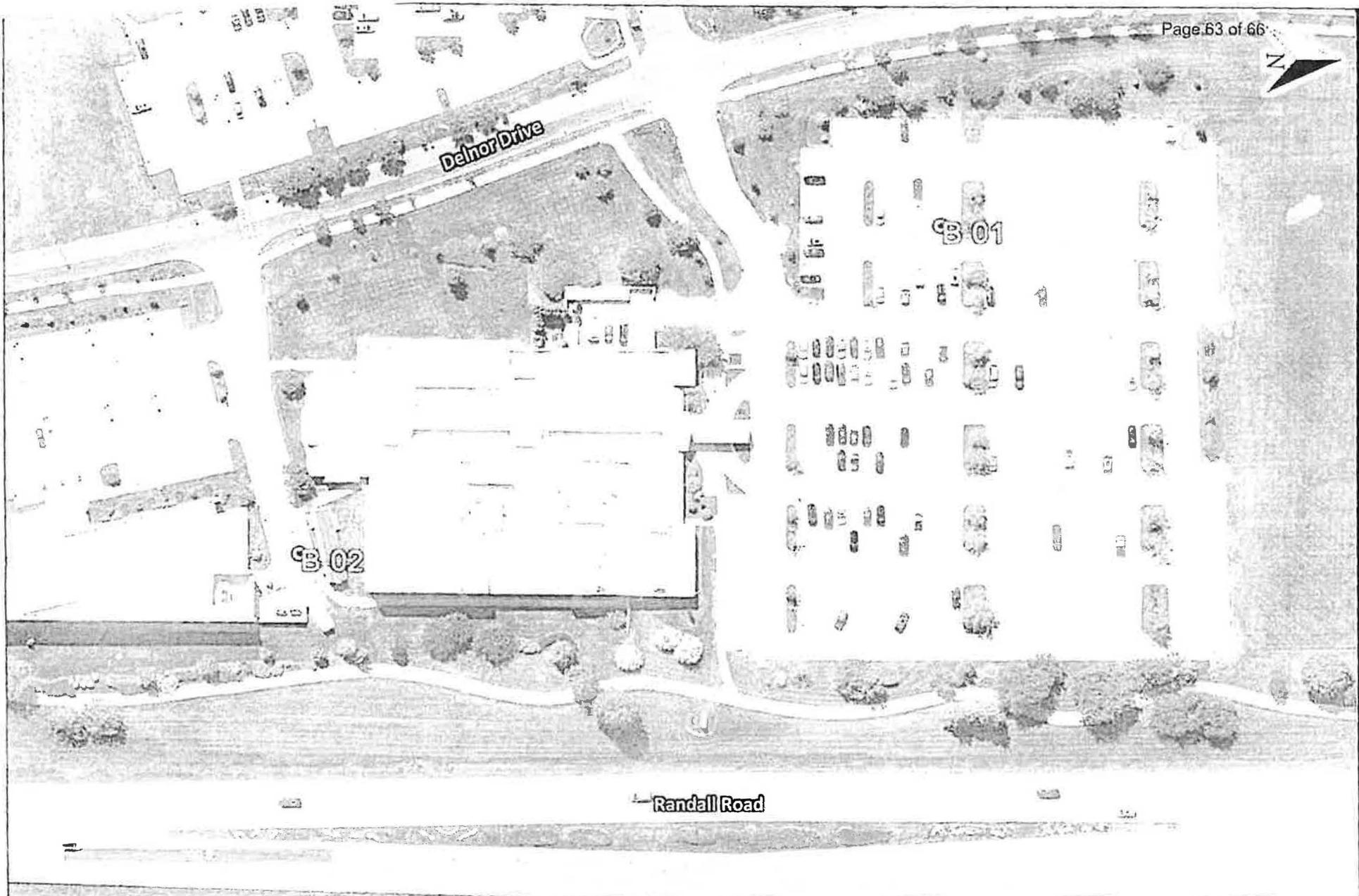
**SPECIAL PROVISION  
FOR  
SUBSTANCE ABUSE PREVENTION PROGRAM**

Effective: January 1, 2008  
Revised: January 1, 2014

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

Substance Abuse Prevention Program. Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in 820 ILCS 265 or shall have a collective bargaining agreement in effect dealing with the subject matter of 820 ILCS 265.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.



**rubino**  
ENGINEERING INC.

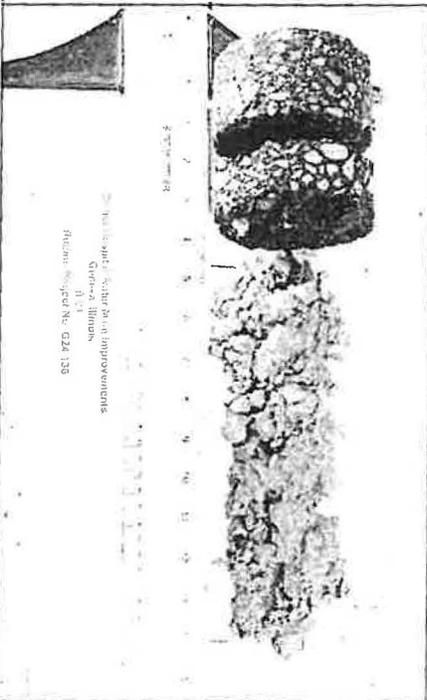
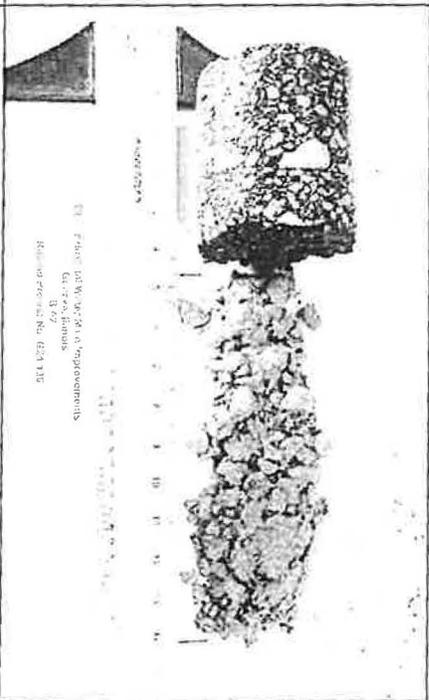
425 Shepard Drive  
Elgin, Illinois 60123

Project Name:  
Project Location:  
Client:  
Rubino Project # :

**Delnor Hospital Water Main Improvements**  
Delnor Hospital Campus  
Geneva, Illinois  
**Hampton, Lenzini and Renwick, Inc.**  
G24.136

**Boring & Coring  
Location  
Plan**

Cores were taken in the pavement of the northern parking lot and southern access road of the Delnor Hospital Campus in Geneva, Illinois. The table below summarizes the thicknesses observed in the field and laboratory.

<b>B-01</b> <b>(Northern Parking Lot)</b>	<b>B-02</b> <b>(Southern Access Road)</b>
	
Picture Taken Facing West	Picture Taken Facing West
	
<p><b>Total Thickness = 4 ½ inches</b></p> <ul style="list-style-type: none"> <li> <b>HMA Surface<sub>1</sub> = 2 ½ in.</b></li> <li> <b>Weathering &amp; Deterioration</b></li> <li> <b>HMA Binder<sub>1</sub> = 2 in.</b></li> <li> <b>Subbase Stone = 9 ½ inches</b></li> </ul>	<p><b>Total Thickness = 4 ½ inches</b></p> <ul style="list-style-type: none"> <li> <b>HMA Surface<sub>1</sub> = 1 ¼ in.</b></li> <li> <b>HMA Binder<sub>1</sub> = 2 ¾ in.</b></li> <li> <b>Subbase Stone = 9 ½ inches</b></li> </ul>

The referenced thicknesses are considered approximate. Commentary provided by Rubino is based on our observation in the laboratory; **Crack** = vertical through cross section; **Weathering** = rounded edges & degradation of asphalt and **Deterioration** = horizontal crack. Pavement and subbase type and thickness may vary between core locations. Any comments on the condition of the material are considered our opinion and should be verified by the design engineer.



Rubino Job No.: G24.136  
Project: Delnor Hospital Water Main Improvements  
Location: Delnor Hospital Campus  
City, State: Geneva, Illinois  
Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 1/4 Hollow Stem Auger  
Sampling Method: Split Spoon  
Hammer Type: Automatic  
Boring Location: Health and Fitness Center  
Parking Lot

WATER LEVELS***	
▽ While Drilling	N/A
▽ Upon Completion	N/A
▽ Delay	N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture	PL	
						Station: N/A Offset: N/A						
						Approximately 4 1/2 inches of ASPHALT						
						Approximately 9 1/2 inches of SUBBASE STONE						
				1	17	FILL: dark gray and dark brown silty clay, trace sand and gravel		3-5-9 N=14	23			Qp=3.5 tsf
				2	0	Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel <i>No recovery. Soils classified from auger cuttings.</i>		8-8-9 N=17	13			
	5			3	16		CL	5-5-5 N=10	14			Qp=3.3 tsf
				4	18			4-6-10 N=16	14			Qp=4.5 tsf
	10					End of boring at approximately 10 feet below existing grade.						

Completion Depth: 10.0 ft  
Date Boring Started: 9/4/24  
Date Boring Completed: 9/4/24  
Logged By: J.K.  
Drilling Contractor: Rubino Engineering, Inc.

Sample Types:

Auger Cutting	Pressuremeter
Split-Spoon	Shelby Tube
Rock Core	Grab Sample
	No Recovery

Latitude: 41.8888336  
Longitude: -88.3420441  
Drill Rig: Geoprobe 7822DT  
Remarks:  
Log Entry: J. Ignarski  
Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.  
\*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Job No.: G24.136  
Project: Delnor Hospital Water Main Improvements  
Location: Delnor Hospital Campus  
City, State: Geneva, Illinois  
Client: Hampton, Lenzini and Renwick, Inc.

Drilling Method: 2 1/4 Hollow Stem Auger  
Sampling Method: Split Spoon  
Hammer Type: Automatic  
Boring Location: Southern Access Road

**WATER LEVELS\*\*\***  
▽ While Drilling N/A  
▽ Upon Completion N/A  
▽ Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA	Additional Remarks
											○ Moisture × PL ▲ Qu (Rimac) *Qp/Qr	
	0						Approximately 4 1/2 inches of ASPHALT					
							Approximately 9 1/2 inches of SUBBASE STONE					
				1	16		Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel	4-5-5 N=10	17		Qp=4.0 tsf	
				2	18			4-6-9 N=15	18		Qp=4.5 tsf	
	5						Color transitions to gray at approximately 6 feet BEG	CL				
				3	14			4-5-7 N=12	16		Qp=4.3 tsf	
				4	14			4-4-7 N=11	18		Qp=3.8 tsf	
	10						End of boring at approximately 10 feet below existing grade.					

Completion Depth: 10.0 ft	Sample Types:	<input type="checkbox"/> Pressuremeter <input type="checkbox"/> Shelby Tube <input type="checkbox"/> Grab Sample <input type="checkbox"/> No Recovery	Latitude: 41.8875602 Longitude: -88.3411318 Drill Rig: Geoprobe 7822DT Remarks: Log Entry: J. Ignarski Checked By: J. Ignarski
Date Boring Started: 9/4/24	<input type="checkbox"/> Auger Cutting <input checked="" type="checkbox"/> Split-Spoon <input type="checkbox"/> Rock Core		
Date Boring Completed: 9/4/24			
Logged By: J.K.			
Drilling Contractor: Rubino Engineering, Inc.			

The stratification lines represent approximate boundaries. The transition may be gradual.  
 \*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.



Local Public Agency: City of Geneva; County: Kane; Section Number: 2025 WM-DELNOR

WE, Fox Excavating, Inc., 1305 S. River St., Batavia, IL 60510 as PRINCIPAL, and Ohio Farmers Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th of May, 2025

Principal

Company Name: Fox Excavating, Inc

Signature & Date: Gary Martin 5/19/25

Title: Gary Martin - President

Company Name: [Blank]

Signature & Date: [Blank]

Title: [Blank]

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

Surety

Name of Surety: Ohio Farmers Insurance Company

Signature of Attorney-in-Fact Signature & Date: Veronica O'Connor

STATE OF IL
COUNTY OF DuPage

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

Gary Martin & Veronica O'Connor

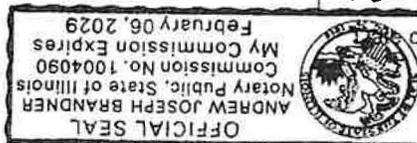
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 19th day of May, 2025

(SEAL, if required by the LPA)

Notary Public Signature & Date: Andrew Joseph Brandner



commission expires 2/6/2029

Local Public Agency

County

Section Number

City of Geneva

Kane

2025 WM-DELNOR

ELECTRONIC BID BOND

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

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

Electronic Bid Bond ID Code

Grid for Electronic Bid Bond ID Code

Company/Bidder Name

Field for Company/Bidder Name

Signature & Date

Field for Signature & Date

Title

Field for Title

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/16/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1212962 02

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

presents make, constitute and appoint  
**WILLIAM H. HAYES, HOWARD A. WEISS, JOEL C. EDSON, VERONICA O'CONNOR, MAGGIE GRANHOLM, JOINTLY OR SEVERALLY**

suretyship in any penal limit. - - - - -  
**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

and on behalf of the Company subject to the following provisions:

notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.  
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **MAY** A.D., **2024**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **16th** day of **MAY** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **19th** day of **May** A.D., **2025**.



**Frank A. Carrino, Secretary**

**Fox Excavating, Inc**  
Completed/Current Projects  
References

2022

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

**City of Elgin**

2021 Water Main Improvements  
Various Locations  
Site Utilities- 1100 L.F. New Water Main  
\$527,400.00

**Culver's Wheaton**

908 E. Roosevelt Rd.  
Wheaton, IL 60187  
McCon Building Corp.  
Building Demo, Sitework, Site Utilities  
\$619,500.00

**City of St. Charles**

Stirup Cup Court  
Watermain Replacement  
1-12 Stirup Cup Court  
\$203,000.00

**East Maine School Dist. 63**

**Washington Elem. School**  
2710 Golf Rd.  
Glenview, IL 60016  
F.H. Paschen  
Sitework & Site Utilities  
\$290,000.00

**East Maine School Dist. 63**

**Apollo Elem. School**  
10100 Dee Rd.  
Des Plaines, IL 60016  
Site Utilities  
\$93,500.00

**City of North Aurora**

**Cherry Tree Sanitary Improvements**  
16 & 18 N. Cherrytree Court  
North Aurora, IL  
Site Utilities  
\$136,000.00

**Troy CCSD 30C**  
**Troy Administration Building Addition**  
5800 Theodore St.  
Plainfield, IL 60586  
Sitework, Excavation and Site Utilities  
\$275,000.00

2023

**City of Wheaton**  
**Droset Drive Flood Improvements**  
2033-2066 Dorset Dr.  
Wheaton, IL 60187  
Site Utilities  
\$553,600.00

**Elgin Community College**  
**Building H Additions**  
1700 Spartan Dr.  
Elgin, IL  
Lamp, Inc.  
Sitework, Excavation and Site Utilities  
\$434,800.00

**Wheatlands Park**  
1270 Spinnaker Dr.  
Aurora, IL  
Sitework and Underground  
**\$279,700.00**

**ALDI Headquarters**  
Water Main Improvements  
A.M. King Construction  
1200 N. Hubbard Rd.  
Batavia, IL  
\$95,000.00

2023-2024

**Queen Bee School District 16**

QBSD 16 Operations Center & District Office  
1560 Bloomingdale Rd.  
Glendale Heights, IL 60139  
Riely Construction  
Select Demo, Sitework & Excavation  
\$547,000.00

**Well No. 13 Water Treatment Plant**

City of Warrenville  
SW Corner of Barkley Ave & Estes St.  
Warrenville, IL  
Sitework & Underground  
\$436,131.00

**Naperville Wheaton Townhomes**

5S275 Naperville Wheaton Rd.  
Naperville, IL 60510  
Sitework, Excavation and Underground Utilities  
\$410,000

**North Aurora Fire Station**

23 N. Lincolnway St.  
North Aurora, IL 60542  
Sitework & Excavation  
\$489,800

**Rite Bite Fundraising**

824 E. North St.  
Elburn, IL 60119  
Sitework, Excavation and Underground Utilities  
\$234,000

**Indian Trail Splash Pad**

Indian Trail Road  
Aurora, IL  
Sitework and Underground Utilities  
\$212,850

2024 Projects Currently Under Contract- NOT COMPLETED

**Hoyles and Jackson Watermain**

City of Aurora  
Storm and Watermain-Lead Service Replacement  
420 Hoyles St.  
Aurora, IL  
\$939,285.00

**City of Aurora Public Works Phase 2**

Geneva Construction- Sitework and Underground  
2185 E. Liberty St.  
Aurora, IL 60505  
\$289,800.00

**Scarlet Oak Drainage Improvements**

Village of Lisle  
2116 Scarlet Oak Ln.  
Lisle, IL  
Back Yard Drainage Improvements  
\$491,910.00

**ALDI Headquarters**

Building D Addition  
A.M. King Construction  
1200 N. Kirk Rd.  
Batavia, IL 60510  
Demo, Sitework, Excavation and Underground Utility  
\$1,265,000

**ALDI Headquarters**

BCI Parking Deck-  
A.M King Construction  
1200 N. Kirk Rd.  
Batavia, IL 60510  
Demo, Sitework, Excavation and Underground Utility  
\$2,914,000

2024-2025 Projects Currently Under Contract- NOT COMPLETED

**Illinois Tollway**

**Contract I-23-4895**

Watermain Improvements

At LaGrange Road Mile Post 20.9

\$575,390

**Client References**

Iron Gate Motor Condos- Tom Burgess- 630-258-9279

DCS Midwest- Mark DiGanci- 847-885-5866

Leopardo Companies- Jeff Montanari- 331-210-1534

Village of Oakbrook Terrace- Craig Ward- Director of Public Works (630) 941-1651

Village of North Aurora- Brandon Tonarelli- Village Engineer (331) 385-6432

**Bank References**

US Bank

21 North Third Street

Geneva, IL 60134

(630) 232-7475

**Trade References**

Lafarge NA, Inc.- 847-514-0912

Welch Brothers, Inc.- 847-741-6134

Water Product Co.- 630-898-6100



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Fox Excavating, Inc.  
1305 South River Street BATAVIA, IL 60510

Contractor No 566C

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

\$1,500,000.00

001	EARTHWORK	\$1,500,000
012	DRAINAGE	\$1,500,000
034	DEMOLITION	\$950,000

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/2/2025 TO 2/28/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/2/2025.

*Justin Mann*  
Engineer of Construction

FOX EXCAVATING, INC.  
 1305 S. RIVER ST.  
 BATAVIA, IL 60510-9648

Equipment Number	YEAR	Equipment Description	Serial Number
ST101	1996	WESTERN TRACTOR	2WKRDCJH2TK944386
ST101N	2014	NEW KENWORTH	1XKWD40X1EJ404434
CT102	2004	FORD F-450	1FDXF46P34ED13251
CT104	2015	GMC SIERRA K2500 DENALI	1GT120E89FF551529
CT105	2014	Ford F350	1FT8X3BT9EEB84968
CT108	1996	INTL 4900 FLATBED	1HTSHAATXTH351541
6W113	1997	FORD LT-8513	1FDZ586E2VVA44493
CT114	2012	FORD F-250	3FTNF20L14MA05687
CV117	1999	MACK 105' CONVEYOR	1M2P267COXM043344
CV118	2007	32Z.16H PUMP	1M2K197C97M037248
ST119	2000	INTERNATIONAL 9200	1HSCEAHR3YJ070371
ST121	2001	I.H.C. 9200	2HSCEAER71C013602
6W122	2001	I.H.C.5600	1HTXHATT31J013603
ST123	1999	I.H.C. 9200	2HSFMAHR9XC072106
VE125	2015	FORD ESCAPE SE	1FMCU0G71FUC04503
CT126	1992	I.H.C. 4700 CREW	1HTSCPLNONH452770
CT127	2012	FORD F-350	1FDWFB37F2YEC03695
CT129	2005	FORD F-250	1FTSF20P65ED23463
6W130	2006	FREIGHTLINER M2106V	1FVHC3DA66HV80691
6W131	2006	FREIGHTLINER M2106V	1FVHC3DA86HV80692
6W134	1979	FORD LT8000	U80DVDG8289
TL151	1993	TRAILKING TAG	1TKC02421PM102214
TL154	2004	IMPERIAL BOBCAT	1T9FS142440372219
TL158	1989	HILBILT DUMP TRAILER	1H9A3B3A1K1015086
TL159	1990	TRAILKING TAG	1TKC02425LMO87713
TL160	1997	IMPERIAL BOBCAT	1T9FS1623VO372338
TL162	2006	TALBERT AC3-25 TON TAG	40FR0353362025481
TL163	1999	IMPERIAL BOBCAT	1T9FS1427X037233
TL165	1999	JET 45' FLATBED	5JND45207XH000535
TL166	2000	EAST DUMP	1E1D1J283YRF27553
TL167	1999	JIN ENTER UTILITY	4DSUA1426XS002036
TL168	2000	EAST 22' DUMP	1E1D1J28-1YRD28886
TL169	2001	EAST 22' DUMP	1E1D1J28-51RC31079
TL171	1995	FONTAINE SEMI	13N248300S1566465
TL172	2005	TRAILKING LOW	1TKJ0493X5M061986
TL173	2006	IMPERIAL	1T9FS162260372476
TL174	1992	DYNAWELD FLATBED	19K71AEX2N1X22847
TL176	2006	TALBERT AC3-25	40FR0353972027222
TL177	2002	DIERZEN SEMI	1D913272121059469
TL178	2007	ROYAL CARGO	5LABE10157MO16079
TL179	1987	HILBILT DUMP	1H9A1C3A2H1015220
TL180	2016	2016 DIERZEN DEMO TRAILER	
LD201	2001	CAT 953C	2ZN03684
BH202	2003	CAT 329EL	PLW01424
DZ203	1988	CAT D3	5KG00452
SK204	2006	CAT 226B	MJHD6682

Insurance Card Exp. Date  
 Vehicle Sticker Renewal

Fox Excavating  
 1305 S. River St.  
 Batavia, IL 60510

FOX EXCAVATING, INC.  
 1305 S. RIVER ST.  
 BATAVIA, IL 60510-9648

Equipment Number	YEAR	Equipment Description	Serial Number	Insurance Card Exp. Date	Vehicle Sticker Renewal
BH205	2005	CAT 320L	PAB04558		
LD206	2006	CAT 953C	BBX02555		
BH207	2013	MINI 308E2	TMX00215		
BH208	2002	CAT 320L	ANB02144		
SK209	1994	BOBCAT 853	5101-27093		
SK210	2005	BOBCAT S160		526716396	
TR211	1994	VERMEER T-455	SN#164		
LD212	1994	CAT 953B	5MK01874		
RT213	2007	CAT 420E	HLS01676		
SK214	2006	CAT 226B	OMJH06792		
BH215	2006	CAT 304CCR MINI	FPK00949		
BH216		CAT 315 L	06YM01208		
CP217	1993	HYPAC C830B	1736P		
SK219	2003	BOBCAT 763		512266200	
BH220	1997	CAT 320 B	6CR00158		
LD221	1997	CAT 953C	2ZN00837		
SK222	2006	CAT 226B	OMJH06771		
CP223	1978	815 COMPACT CAT	91P1600		
GD224	1982	CAT 12G ROAD	61M09960		
SK225	2003	BOBCAT S160		526711209	
LD226	1998	CAT 963B	9BL2297		
WP227	2012	6" THOMPSON TRASH PUMP	6TSC-408		
TR228	1986	VERMEER T-800B	1VRE250E2F1000481		SELLING
TR229	1983	T 600D CUTTER		2069	
BH230	1998	CAT 320	6CR2026		
RT231	2000	Crusher	AX846		
SR232	1998	EXTEC 5000 TURBO		5154	
SK233	2006	CAT 226B	MJH05791		
RT234	1998	CAT 416C	5YN4773		
TR235	1999	VERMEER T-455		259	
DZ237		CAT D-7	5BF04129		
SC238	1978	TEREX TS14B		67782	SELLING
BH239		CAT 325 L	8NK00492		
DK240	1999	ROME DISK TMR 16	4TMR-3108R		
SK242	2007	CAT 247B	MTL04276		
SC243	1986	TEREX TS-14B		73137	SELLING
SC244	1979	TEREX TS-14B		68377	SELLING
TR246	2000	VERMEER T-455	1VRK120B1Y1000288		
BH247	2000	CAT 315	3AW02256		
LD248	2001	CAT 953C	2ZN03489		
BH249	2001	CAT 320 CL	ANB00938		
SK250	2007	CAT 226B	MJH09244		
SC251	1988	TEREX TS-14B	B23127		SELLING
SC252	1988	TEREX TS-14B	B23128		SELLING
SC253	1988	TEREX TS-14B	B23175		SELLING
SC254	1976	TEREX TS-14B		61991	

FOX EXCAVATING, INC.  
 1305 S. RIVER ST.  
 BATAVIA, IL 60510-9648

Equipment Number	YEAR	Equipment Description	Serial Number	Insurance Card Exp. Date	Vehicle Sticker Renewal
SK255	2006	CAT 226B	OMJH06791		
RT256	2002	CAT 420-IT	OBLN02412		
SC257	1973	TEREX TS-14B		58380	SELLING
SK258	1998	BOBCAT 863		514414644	
TR259	2002	VERMEER T-455		330	
CP260	2003	815 COMPACT CAT	0815FKBKL00432		
DZ261	2000	CAT D8R	7XM03939		
DK262	1974	IH 4366 ARTICULATE TRACTOR		10489	
SC263	1978	TEREX TS-14B		5366694	SELLING
SC264	1978	TEREX TS-14B		67320	SELLING
SC265	1967	TEREX TS-14B PARTS		46058	SELLING
BH266	2003	CAT 315CL	CJC00281		
SK268	2004	CAT 226B	0226BCM00539		
LD269	2004	CAT 953C	BBX00514		
BH270	2004	CAT 315 EXCAVATOR	CJC01134		
DZ272	2004	CAT D5M	5ES00875		
BH273	2004	CAT 330CL	DKY02875		
SK276	2006	CAT 236B	HEN02028		
BH277	2006	303 CR MINI	DMA04613		
BH278	2006	220CLC DEERE	FF200CX506889		
LD280	2006	CAT 938G	CRD01895		
SK281	1998	BOBCAT 863		514420798	
LF282	2002	TEREX TB42 4X4 LIFT		2690027	
LF283	1998	GROVE MANLIFT		46779	
DZ284	2007	CAT D6T	KSB01853		
SK285	2016	CAT 252B SKIDSTEER	0252BCSCP03858		
LD286	2016	CAT 305E2	H5M02691		
FT701	2014	PIPER 200 LASER		5588	
CTSTK		SHOP TRUCK STOCK			
EQSTK		SHOP EQUIPMENT STOCK			
FT1		FIELD TOOLS			
TLSTK		Shop Stock			





Local Public Agency	County	Street Name/Road Name	Section Number
City of Geneva	Kane	2025 Water Distribution Improvements Delnor Health & Fitness Center	2025 WM-DELNOR

Bond information to be returned to Local Public Agency at 22 S. First St, Geneva, IL 60134  
Complete Address

We, Fox Excavating Inc, 1305 South River Street, Batavia, IL 60510  
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and  
State

Ohio Farmers Insurance Company, One Park Circle, Westfield Center, OH 44251  
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of  
Five hundred thirty-five thousand six hundred eighty-five and 40/100

Dollars (\$535,685.40 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

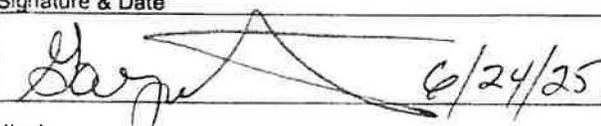
NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 23rd day of June, 2025  
Day Month and Year

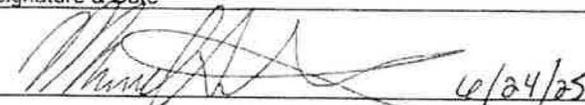
PRINCIPAL

Company Name  
Fox Excavating Inc

Company Name  
[Empty]

By  
Signature & Date  
 6/24/25

By  
Signature & Date  
[Empty]

Attest  
Signature & Date  
 6/24/25

Attest  
Signature & Date  
[Empty]

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

STATE OF IL  
COUNTY OF Kane

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

Gary Martin / President  
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of June, 2025  
Day Month, Year

(SEAL)



Notary Public Signature & Date  
Christine Ann Nightingale  
Date commission expires 6/16/27

**SURETY**

Name of Surety  
Ohio Farmers Insurance Company

Title Attorney-in-Fact  
By: Veronica O'Connor

STATE OF IL  
COUNTY OF Kane

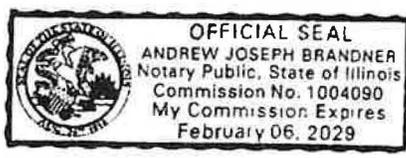
I, Andrew Joseph Brandner, a Notary Public in and for said county, do hereby certify that

Veronica O'Connor  
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of June, 2025  
Day Month, Year

(SEAL)



Notary Public Signature & Date  
Andrew Joseph Brandner  
Date commission expires 2/6/29

Approved this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date  
[Signature Box]

[Signature Box] Clerk  
Local Public Agency Type

Awarding Authority  
[Signature Box]

Awarding Authority Signature & Date  
[Signature Box]

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/16/24, FOR ANY PERSON OR PERSONS NAMED BELOW

POWER NO. 1212962 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

presents make, constitute and appoint WILLIAM H. HAYES, HOWARD A. WEISS, JOEL C. EDSON, VERONICA O'CONNOR, MAGGIE GRANHOLM, JOINTLY OR SEVERALLY

suretyship in any penal limit. LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

and on behalf of the Company subject to the following provisions:

notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 16th day of MAY A.D., 2024

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 16th day of MAY A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument: that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of June A.D., 2025.



Signature of Frank A. Carrino, Secretary

Frank A. Carrino, Secretary