



**City of Naperville**

# **CONTRACT**

**Procurement 24-029**

**Legistar File 24-0373**

## **Excavation and Underground Utility Repair**

**Shanel Gayle**  
**Procurement Officer**  
**630/305-5344**  
**[gayles@naperville.il.us](mailto:gayles@naperville.il.us)**

**Tony Conn**  
**Deputy Director**  
**630/305-5537**  
**[connt@naperville.il.us](mailto:connt@naperville.il.us)**

**EXCAVATION AND UNDERGROUND UTILITY REPAIR  
PROCUREMENT NO. 24-029**

**CITY OF NAPERVILLE  
OFFER TO CONTRACT**

**OFFER TO THE CITY OF NAPERVILLE:**

The undersigned, having examined the specifications, quantities and other contract documents listed below, irrevocably offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments contained in the bid solicitation document. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

RBO Affidavit added below in list of Contract Documents.

Initials: DR Date: 5/13/24

Contract Documents: General Terms and Conditions; Instructions to Bidders; RBO Affidavit; Specifications & Drawings; Proposal and Bid Schedule; Affidavit of Compliance; Certificate of Insurance; the following addendum(s):

1 2 3

TOTAL BASE BID: \$ 594,620.00  
(FROM BID WORKSHEET)

Up to \$462,806 based upon work assigned and the unit prices in the bid worksheet submitted by IHC Construction on 3/6/24, attached. Initials: DR Date: 5/2/24

The undersigned hereby states, under penalty of perjury, that all information provided in this offer and the attached Affidavit of Compliance is true, accurate, and complete and that he/she has authority to submit this bid, which will result in a binding contract if accepted by the City of Naperville.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

**CONTACT:**

IHC Construction Companies, LLC

FIRM NAME

385 Airport Rd., Suite 100

ADDRESS

Elgin, IL 60123

CITY, STATE AND ZIP CODE

David J. Rock 03/06/2024  
SIGNATURE AUTHORIZED REPRESENTATIVE / DATE

David J. Rock / President

PRINT NAME / TITLE

**FOR CLARIFICATION OF THIS OFFER**

Lawrence C. Creadon

NAME

847-878-2726

PHONE NUMBER

847-289-3650

FAX NUMBER

Utility@ihcconstruction.com

E-MAIL ADDRESS

**ACCEPTANCE:**

The Offer is hereby accepted for the following items: 24-029 Excavation and Underground Utility Repair

Contract Expiration Date: December 31, 2025 Initial DR Date 5/14/24

The Contractor is bound to sell the materials or services listed by the attached bid documents and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments. The Contractor's Offer is accepted by the City.

This contract shall henceforth be referred to as Contract No. 24-029. The Contractor is cautioned not to commence any billable work or to provide any materials or services under this contract until Contractor receives a fully executed contract.

**CITY OF NAPERVILLE**

DocuSigned by:

Doug Krieger

5/20/2024

By: Douglas A. Krieger  
Its: City Manager

Date

DS

KMS

5/17/2024

**CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER  
EXCAVATION AND UNDERGROUND UTILITY REPAIR**

**BID 24-029**

**BID CALCULATION WORKSHEET**

Item	Unit	Estimated Annual Quantity	Unit Cost	Extended Cost
Foreman (Mobilization & Travel)	Occurrence	20	\$599.00	\$11,980.00
Foreman (Regular)	Hour	120	\$171.00	\$20,520.00
Foreman (1.5X Overtime)	Hour	20	\$215.00	\$4,300.00
Foreman (2X Overtime)	Hour	12	\$260.00	\$3,120.00
Equipment Operator (Mobilization & Travel)	Occurrence	20	\$515.00	\$10,300.00
Equipment Operator (Regular)	Hour	140	\$168.00	\$23,520.00
Equipment Operator (1.5X Overtime)	Hour	25	\$210.00	\$5,250.00
Equipment Operator (2X Overtime)	Hour	12	\$255.00	\$3,060.00
Laborer (Mobilization & Travel)	Occurrence	30	\$538.00	\$16,140.00
Laborer (Regular)	Hour	230	\$160.00	\$36,800.00
Laborer (1.5X Overtime)	Hour	23	\$198.00	\$4,554.00
Laborer (2X Overtime)	Hour	12	\$238.00	\$2,856.00
Truck Driver (Mobilization & Travel)	Occurrence	23	\$466.00	\$10,718.00
Truck Driver (Regular)	Hour	80	\$104.00	\$8,320.00
Truck Driver (1.5X Overtime)	Hour	20	\$142.00	\$2,840.00
Truck Driver (2X Overtime)	Hour	12	\$201.00	\$2,412.00
Mini Skid-Steer Loader (Mobilization & Transport)	Occurrence	10	\$81.00	\$810.00
Mini Skid-Steer Loader	Hour	30	\$28.00	\$840.00
Backhoe (Mobilization & Transport)	Occurrence	10	\$841.00	\$8,410.00
Backhoe	Hour	90	\$57.00	\$5,130.00
Large Excavator I (Mobilization & Transport)	Occurrence	10	\$847.00	\$8,470.00
Large Excavator I	Hour	80	\$92.00	\$7,360.00
Large Excavator II (Mobilization & Transport)	Occurrence	7	\$920.00	\$6,440.00
Large Excavator II	Hour	17	\$110.00	\$1,870.00
Large Excavator III (Mobilization & Transport)	Occurrence	7	\$8,800.00	\$61,600.00
Large Excavator III	Hour	12	\$230.00	\$2,760.00
Vacuum Excavator (Mobilization & Transport)	Occurrence	6	\$907.00	\$5,442.00
Vacuum Excavator	Hour	25	\$116.00	\$2,900.00
Six-Wheel Dump Truck (Mobilization & Transport)	Occurrence	20	\$194.00	\$3,880.00
Six-Wheel Dump Truck	Hour	100	\$50.00	\$5,000.00
Semi-Trailer Dump Truck (Mobilization & Transport)	Occurrence	7	\$194.00	\$1,358.00
Semi Trailer Dump Truck	Hour	23	\$50.00	\$1,150.00
Pavement Saw	Day	3	\$1,980.00	\$5,940.00
Traffic Control Barricades & Signs - Basic	Day	7	\$792.00	\$5,544.00
Traffic Control Barricades & Signs - City Arterial Roadway	Day	7	\$1,584.00	\$11,088.00
Traffic Control Barricades & Signs - State Highway	Day	3	\$2,376.00	\$7,128.00
Traffic Control & Protection	Each	6	\$792.00	\$4,752.00
Arrow Board	Day	3	\$160.00	\$480.00
Excavation Shoring Up to 8' Depth	Day	12	\$870.00	\$10,440.00
Excavation Shoring 5' - 14' Depth	Day	12	\$1,066.00	\$12,792.00
Excavation Shoring 15' - 24' Depth	Day	3	\$1,142.00	\$3,426.00
Night Worksite Lighting	Day	3	\$195.00	\$585.00
Wet Weather Storage Lagoon (Spoils excavation)	Occurrence	2	\$6,974.00	\$13,948.00
Wet Weather Storage Lagoon (Cattails)	Occurrence	2	\$6,400.00	\$12,800.00
Water Service, Near Side, 1.5"	Each	1	\$9,900.00	\$9,900.00
Water Service, Far Side, 1.5"	Each	1	\$10,540.00	\$10,540.00
Lead Water Service Replacement, 1" (Basement)	Each	1	\$12,000.00	\$12,000.00
Lead Water Service Replacement, 1" (Crawl Space)	Each	1	\$12,000.00	\$12,000.00
Water Service, 1.5" Copper	Per Foot	1	\$132.00	\$132.00
Water Service, 1" Copper	Per Foot	1	\$150.00	\$150.00
Utility Potholing	Each	1	\$1,000.00	\$1,000.00
Manholes, Sanitary, Type A, 4' Diameter Type 1 Frame, Closed Lid, 0' - 5' Deep	Each	1	\$8,875.00	\$8,875.00
Manholes, Sanitary, Type A, 4' Diameter Type 1 Frame, Closed Lid, 5.01' - 10' Deep	Each	3	\$9,360.00	\$28,080.00
Manholes, Sanitary, Type A, 4' Diameter Type 1 Frame, Closed Lid, 10.01' - 15' Deep	Each	1	\$14,170.00	\$14,170.00
Manholes, Sanitary, Type A, 4' Diameter Type 1 Frame, Closed Lid, 15.01' - 20' Deep	Each	1	\$17,500.00	\$17,500.00
Core Sanitary Manhole	Each	5	\$4,080.00	\$20,400.00
Sanitary Sewer, 6"	Linear Feet	10	\$604.00	\$6,040.00
Sanitary Sewer, 8"	Linear Feet	40	\$490.00	\$19,600.00
Sanitary Sewer, 10"	Linear Feet	10	\$625.00	\$6,250.00
Sanitary Sewer, 12"	Linear Feet	20	\$530.00	\$10,600.00
Sanitary Sewer, 15"	Linear Feet	20	\$590.00	\$11,800.00
Temporary Pavement Patch (Special)	Square Yard	50	\$81.00	\$4,050.00
Inlet Filters	Each	10	\$250.00	\$2,500.00
Allowance for Saturday Work	Hour	24		\$0.00
Special Materials, Equipment Rental, and Subcontracted Work			Allowance	\$20,000.00
			<b>Total</b>	<b>\$594,620.00</b>

Amended 05/02/2024: IHC Construction agrees to a value not to exceed \$462,806 based on the above stated unit prices per original bid, dated 03/06/2024



# GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

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## **CITY OF NAPERVILLE GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS**

THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION TO BID, PURCHASE ORDER, OR CONTRACT ISSUED BY THE CITY OF NAPERVILLE, UNLESS OTHERWISE SPECIFIED. BY SUBMITTING A BID, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

### **BIDDING PROCEDURES**

The first three items must be performed by the bidder in order for the bid submittal to qualify for consideration by the City. A place to check off each item as you complete it has been provided for your convenience.

\_\_\_\_\_ **1. BIDDING FORMS:** Bids must be accompanied by a fully executed Offer to Contract Form and Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the bidder, properly signed in the appropriate places, and submitted electronically via the City's e-bidding service or hard copy format in a sealed envelope.

\_\_\_\_\_ **2. BID DEPOSIT:** When a bid deposit is required as indicated on the Invitation to Bid, each bid must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois, a cashier's check or a certified check. For construction projects the bid deposit shall be in an amount equal to at least 10% of the amount of the bid. Any bid deposit shall be in an amount equal as indicated in the Invitation to Bid. When bids are awarded, the Purchasing Manager will return all checks except those of the successful bidder(s). The check(s) of the successful bidder will be returned upon the submission within ten (10) days of a properly executed performance bond. If no performance bond is required, the certified check will be returned.

\_\_\_\_\_ **3. SUBMISSION OF BIDS:** This is an "electronic bid," meaning that bids must be submitted via the City's e-bidding service, DemandStar, in electronic format. All bids submitted must be received electronically via the City's e-bidding service before the time specified for opening the bid. A link to the City's e-bidding service is available on the City's website at <https://www.naperville.il.us/government/city-finances/purchasing-and-bids/>.

Downloading documents and submitting bids requires registration with DemandStar. If you aren't already a member, you can get a FREE SUBSCRIPTION to the City of Naperville account by going to <https://www.demandstar.com/subscription>. Any incomplete submittals may be rejected as non-responsive.

The Purchasing Manager, or his designated agent, will decide when the specified time for the bid opening has arrived (as determined by the clock on the e-bidding system), and bids will be opened precisely at the assigned time. Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.

**4. ADDENDUM:** Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

**5. SAMPLES:** Samples or drawings requested shall be delivered free of charge with the bid. Rejected samples shall be -removed by the bidder at his own expense after the bid opening. Accepted samples will be retained during the life of the contract.

**6. NO BID RESPONSE:** In the event you cannot submit a bid, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."

**7. QUESTIONS:** All questions concerning the bid shall be submitted to the Procurement Services Team. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing at least five working days prior to the bid opening so that the Purchasing Division can issue a written response to all bidders in the form of an addendum. Whenever the answer to a question is contained in the bid documents, the bidder shall be directed to the provision in the specifications which responds to the question. The City of Naperville, Illinois will not be responsible for any other explanation of the specifications made prior to the receipt of bids.

**8. ALTERNATE PROPOSALS:** Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only **ONE** proposal. If an unsolicited alternate is included in the bid, only the first proposal seen by the City will be read and considered.

**9. PARTY INTERESTED IN MORE THAN ONE BID:** A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.

**10. BIDS BINDING FOR 90 DAYS:** Unless otherwise specified in the specifications, all formal bids submitted shall be binding for ninety (90) calendar days following date of opening.

**11. WITHDRAWAL OF BIDS:** A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.

**12. BIDDERS INVITED TO BID OPENING:** At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all



openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.

## **AWARDING THE BID**

**13. CRITERIA FOR AWARDING BID/ RESERVATION OF RIGHTS:** The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the City Council to be in the best interest of the City, who complies with all the provisions of the invitation to bid. The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or who investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications will be considered by the City:

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- (i) Bidder's record of experience in construction improvements of the size and type required in the bid specifications;
- (j) Lowest bids received including discounts for cash payments.

**14. NOTICE OF AWARD:** The City will accept in writing one of the proposals, within ninety (90) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the City. Notice of Award will be posted on Demandstar by Onvia, our e-bidding site, for all bidders within the time for acceptance specified in the Invitation to Bid.

**15. AWARD OF ALL OR PART:** Unless otherwise specified by the City, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict his bid to consideration in the aggregate by so stating but must name a unit price on each item bid upon. The City reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

**16. REGISTRATION REQUIRED:** Companies awarded bids should be registered to do business in the State of Illinois. The Purchasing Division may verify status with the State by calling 217-782-7880 prior to awarding contract.

**17. VETERANS PREFERENCE ACT:** In the event of a tie, the City will give preference according to the Veterans Preference Act; Illinois Revised Statutes, Chapter 126-1/2, Section 23, Effective July 1, 1935 as amended September 6, 1990; In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or by any political subdivision there, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

- (1) The veteran served a total of at least six months, or
- (2) The veteran served for the duration of hostilities regardless of the length of engagement, or
- (3) The veteran served in the theater of operations but was discharged on the basis of hardship, or
- (4) The veteran was released from active duty because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No political subdivision or person contracting for such public works is required to give preference to veterans, not residents of such districts, over residents thereof, who are not veterans.

## **BOND REQUIREMENTS**

**18. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND:** When noted in the specifications, the City reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the bidder's proposal by the City. The bonds, unless otherwise specified by the Purchasing Manager, shall be 100% of the total contract price.

**19. FAILURE TO FURNISH BOND:** In the event that the bidder fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of bid by the City, then the bid deposit of the bidder shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said City will sustain due to the bidder's failure to furnish said bonds.

## SPECIFICATIONS

**20. FORMAL SPECIFICATIONS:** When a formal, numbered specification is referred to in this invitation, no deviation from that specification will be permitted.

**21. TRADE NAME USED BY CITY:** Any reference in the City's specifications to a manufacturer's catalog number is descriptive, not restrictive, indicating articles that are satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states on the face of his proposal exactly what he proposes to furnish; or forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

**22. TRADE NAME USED BY BIDDER:** Where the bidder identifies an item by manufacturer's name, trade name, catalog number, or reference, the bidder shall furnish the item so identified and shall not propose to furnish an "equal" unless the proposed "equal" is definitely indicated within the bid.

**23. PROPOSED EQUIVALENTS:** The Purchasing Manager hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposed to furnish which contains major or minor variations from specifications requirements but which may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the specifications may require the bidder to submit working drawings or detailed descriptive data sufficient for the City to determine if each requirement of the specifications is being complied with prior to manufacture or shipment.

## PRICE

**24. NET PRICES:** Bid prices, unless otherwise specified in the specifications, must be net, including transportation and handling charges fully prepaid by the contractor to delivery point. All prices are subject to Net 30 on commodities, rentals and services unless otherwise specified. Term #24 does not include construction contracts.

Prices must be a firm monetary figure for the cost of the commodity, service, or project. In the event the City invites bids for the purchase of any item or real property, the City shall not accept a bid which is based upon any other bid, contract, or reference to any other document or numbers not included in the bidder's bid documents.

**25. TAX EXEMPTION:** Sales to the City of Naperville are exempt from state and local retailers' occupation tax, state and local service occupational tax, use tax, and service use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our tax exemption number is E9997-4398-07.

**26. ERRORS IN BID PRICES:** When an error is made in extending total prices, the unit bid price will govern.

## QUANTITIES

**27. SPECIFIC BID QUANTITIES:** Where quantities are specifically stated, acceptance will bind the City to order and pay for, at contract prices, all such supplies or services delivered that meet the specifications and conditions of the contract.

**28. REQUIREMENTS OR ESTIMATED BID QUANTITIES:** On "Requirements or Estimated Bid Quantities," acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The City may purchase as little as zero percent (0%) or exceed as much as one hundred percent (100%) of the forecasted or estimated quantities.

## DELIVERY PROVISIONS

**29. PLACING OF ORDER:** Orders against contracts will be placed with the Contractor on a Purchase Order executed and released by the Purchasing Manager. Telephonic orders placed directly with the Contractor by the ordering department may be authorized by the Purchasing Manager only after execution of an Open End or Blanket Purchase Order.

**30. RESPONSIBILITY FOR MATERIALS SHIPPED:** The successful bidder shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification or rejection.

**31. DELIVERY FAILURES:** Failures of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, either: (1) the Contractor shall reimburse the City, within a reasonable time specified by the Purchasing Manager, for any expense incurred in excess of contract prices; or (2) the City may deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

**32. PACKAGING AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the City unless otherwise specified by bidder in his bid.



**33. INSPECTION OF GOODS:** Inspections and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable. All delivered materials shall be accepted subject to inspection and physical count.

**34. PACKING SLIPS OR DELIVERY TICKETS:** All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

Purchase Order Number    Quantity Ordered    Name of the Article    and Stock Number  
Quantity Shipped  
Name of the Contractor  
Quantity Back Ordered

**35. PAYMENT TERMS:**

The City of Naperville's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later. All payments shall be made with electronic payment transfer.

Payment:

All invoices shall be addressed to Accounts Payable, City of Naperville, P.O. Box 3020, Naperville, Illinois, 60566-7020, as indicated on the front of this purchase order and must include vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

**FINANCIAL RESPONSIBILITY PROVISIONS**

**36. GENERAL GUARANTY:** Contractor agrees to:

- (a) Save the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee, or owner; and
- (b) Protect the City against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
- (c) Pay for all permits, licenses, and fees and give all notices and to comply with all laws, ordinances, and rules of the City and the State of Illinois.

**37. WARRANTIES:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him FOR A PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and

installation, workmanship, or materials, the City shall notify the Contractor. At the Contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition or replace the part or entire unit to the complete satisfaction of the City.

**38. INSURANCE:** At the Contractor's expense, the Contractor shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Contractor must furnish Certificates of Insurance to the City before staff recommends award of the contract to City Council. If requested, the awardee of this bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the City. The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Contractor maintains higher limits than the minimums shown below, the City shall be entitled to coverage for higher limits maintained by the contractor.

**(A) Commercial General Liability:**

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) and include Premise/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Injury/Advertising Injury.

Limits:

General Aggregate \$2,000,000.00

Products/Completed Operations \$2,000,000.00

Each Occurrence \$2,000,000.00

Personal Injury \$2,000,000.00

**(B) Automobile Liability:**

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:

Combined Single Limit Per Accident \$2,000,000

**(C) Workers' Compensation:**

Coverage shall be as required by the State of Illinois, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

**(D) Employers' Liability**

Limits:

Each Accident \$1,000,000

Each Employee Bodily Injury by Disease \$1,000,000

Policy Limit Bodily Injury by Disease \$1,000,000

**(E) Other Insurance Provisions**

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor understands that the acceptance of Certificates of Insurance, policies and any other documents by the City in no way releases the contractor from the requirements set forth herein.

**39. DAMAGES/INDEMNIFICATION:** The Contractor shall defend, indemnify, and hold harmless the City and its officers, agents and employees, from any and all liability, losses or damages as a result of claims, demands, suits, actions, or proceedings of any kind of nature,, including but not limited to costs and fees, including reasonable attorney's fees,

resulting from any negligent or willful act or omission on the part of the Contractor or Contractor's subcontractors, subconsultants, or sub-vendors, or their respective employees, agents and representatives, during the performance of this Agreement, including without limitation, failure to comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements. Such defense, indemnification, and hold harmless provisions shall not be limited by reason of any insurance coverage provided for herein. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them in which case the Contractor shall be liable for the reasonable cost, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-102 *et seq.* The provisions of this paragraph shall survive completion, expiration or termination of this Agreement.

**40. CERCLA INDEMNIFICATION:** The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

### **ASSIGNMENT/TERMINATION/DEFAULT**

**41. ASSIGNMENT:** Assignment of this contract or any part thereof, or any funds to be received there under by the Contractor shall be subject to the approval of the City of Naperville.

**42. TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- (a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
- (b) Extended upon written authorization of the Purchasing Manager and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.



**43. DEFAULT:** The contract may be canceled or annulled by the City Council in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. Upon receipt of such notice, the Contractor shall have fourteen (14) days within which to cure any default or violation. If the default or violation is not cured within the specified time an award may be made to the next lowest Bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs incurred by the City in excess of the defaulted contract prices. However, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**44. MATERIAL SAFETY DATA SHEETS:** It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Vendors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

#### **45. COMPLIANCE WITH THE LAW**

The Contractor and Contractor's employees, agents, subconsultants and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders, federal circulars and license and permit requirement in the performance of any Contract pursuant to this bid, including, without limitation and to the extent applicable, the Illinois Prevailing Wage Act, the federal Davis-Bacon Act, and the Employment of Illinois Workers on Public Works Act. The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

#### **46. LAWS GOVERNING:**

This contract shall be governed by and construed according to the laws of the State of Illinois except that sections 2 through 8 of the Local Government Prompt Payment Act (50 ILCS 505/2-8) shall not be applicable.. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

**47. PREVAILING WAGES:** If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01et seq. ("the Act"), the Act requires contractors and subcontractors to pay laborers, workers and mechanics

performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at:

<https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Pursuant to PA 100-1177 and in accordance with 820 ILCS 130/5.1, Contractors shall submit to the Illinois Department of Labor (IDOL) all certified payroll records for prevailing wage work performed by contractor employees or subcontractors. IDOL is charged with developing and maintaining an online portal for prevailing wage construction contractors to file their certified payrolls. The portal may be accessed by visiting <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx>.

**48. NON-RESIDENT EXECUTIVE AND TECHNICAL EXPERTS:** Every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3, or 6 in the case of a hazardous waste clean-up and on-site disposal project, of his regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.

**49. FORCE MAJEURE:** Whenever a period of time is provided for in this Agreement for either the CITY or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party’s own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party’s own employees or suppliers, an act or omission shall not be deemed to be “beyond Contractor’s control” if committed, omitted or caused by Contractor, Contractor’s employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly.

**50. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:**

The order of precedence of the component contract parts shall be as follows:

1. Addenda if any.
2. Project Specific Instructions to Bidders.
3. Project Specific Supplementary Conditions to Project Specific General Conditions.
4. Project Specific General Conditions.
5. City of Naperville General Terms and Conditions and Instruction to Bidders.

6. Special Conditions, Detailed Specifications and Special Provisions.
7. Plans or City drawings.
8. Standard Specifications of the City, State, or Federal Government.
9. Performance Bond, if required.

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

In addition, in the case of a conflict between any term or provision contained in the contract documents which cannot be resolved by the order of precedence set forth above, the term or condition that is more stringent and/or specific shall govern and apply.

### **RIGHT TO AUDIT CLAUSE**

#### **51. RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS:**

The Contractor shall cooperate with the City and provide the City, when requested, with access to data, information and documentation pertaining to the work. City requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties, which in the City's opinion, require the information.

Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Contractor will provide the City with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Contractor shall retain and preserve all information relating to the work for a period of at least four (4) years from the date of the completion of the work.

The City will have the right to audit any records necessary to permit evaluation and verification of contractor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The City will have the right to interview any of the contractor's current and former employees, as related to this contract, during the audit.

The Contractor will provide the City with adequate and appropriate work space, with access to photocopy machines, during the audit.

The Contractor will include in its subcontracts a provision granting the City the right of audit provisions against subcontractors as contained in this article.

**52. NON-APPROPRIATIONS CLAUSE:** This contract is contingent on the receipt of funding in future years. The terms of this contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being approved by the City Council. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the City may terminate its obligations if sufficient appropriations are not approved by the City Council. The City's decision as to whether sufficient appropriations are available is final and binding on all parties.





## **INSTRUCTIONS TO BIDDERS**

*The City of Naperville Procurement Services and its service provider Demandstar by Onvia are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Reproduction of these documents without the express permission of the City of Naperville is prohibited.*

Please note that there is a Bid Worksheet associated with this bid, which is formulated in a workable Excel format and uploaded as a separate document in DemandStar for ease of bidding. Please use the formatted worksheet to submit your bid.

### **DESCRIPTION OF WORK**

This work includes vendors to supply labor, equipment, supplies and material associated with the excavation and underground repair services on an as-needed basis, for emergency response and for planned work that is beyond the capabilities of in-house resources.

### **ELECTRONIC BID OPENING**

***This bid is being conducted electronically.*** All bidders must be registered with DemandStar by Onvia at [www.demandstar.com/register.rsp](http://www.demandstar.com/register.rsp) in order to access bid documents and submit an electronic bid.

**The deadline for submitting a bid is Wednesday, March 6, 2024, at 2:00 p.m.** Be sure you have received an email confirmation of submittal from DemandStar.

A Virtual Bid Opening will be conducted where all bids received will be publicly opened and read aloud immediately following the Due Date and Time. Bidders, their authorized agents, and interested parties are invited to join. A link to join the Virtual Bid Opening is available on the cover page of the bid document.

### **BID SECURITY (ELECTRONIC)**

Bid security in the form of a certified check or cashier's check payable to the City of Naperville, or a satisfactory bid bond, in the amount of Ten Percent (10%) of the total bid must be scanned and submitted with the E-Bid response. During the bid review process, the City may require a bidder to submit the original bid security to confirm authenticity.

### **TERMS AND CONDITIONS**

The General Terms and Conditions as included in this bid specification.

### **INSURANCE REQUIREMENT**

A Certificate of Insurance and policy endorsements are required before the award of the contract. The Certificate of Insurance and policy endorsement must be consistent with the requirements in Section 38 of the City's General Terms and Conditions and Instructions.

### **INSURANCE WITH ADDITIONAL INSURED REQUIREMENT**

Section 38 of the City of Naperville General Terms and Conditions and Instructions to Bidders is modified as follows:

(E) 1. The City of Naperville, Name, and their officers, officials, employees and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Contractor's insurance policy, or as a separate owner's policy.

(E) 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, Name, and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, Name, their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and Name for all work performed by the Contractor, its employees, agents and subcontractors.

### **PERFORMANCE AND PAYMENT BONDS**

Prior to execution of the contract, the awarded contractor shall be required to obtain Performance and Payment Bonds as per Section 18 in the General Terms and Conditions.

### **QUESTIONS DURING THE BID PROCESS**

All questions concerning this bid shall be submitted in writing at least five business days prior to the on line bid opening to Shanel Gayle at [gayles@naperville.il.us](mailto:gayles@naperville.il.us). The deadline for questions is **Monday, February 26, 2024 by 12:00 p.m.** If required, a written response in the form of an addendum will be issued. No contact with the Water Utilities Department shall be made during the bid process. Questions asked after the deadline are not guaranteed a response.

### **ILLINOIS PREVAILING WAGE ACT**

This contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 *et seq.*). Contractors and subcontractors shall comply with the requirements of the Illinois Prevailing Wage Act including, but not limited to, all wage requirements and notice and record keeping duties including paying laborers, workers and mechanics performing work under this contract no less than the currently prevailing rate of wages in the county where the work is performed and filing a certified payroll with the public body in charge of the project.

The Contractor is advised that the Illinois Department of Labor (IDOL) revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the IDOL website for revisions to prevailing wage rates. For information regarding the current prevailing wage rates, please refer to the DOL website: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. If IDOL revises the prevailing rates of wage during the term of the contract, the Contractor/subcontractor is required to pay the then current prevailing rate of wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the term of any contract shall be at the expense of the Contractor and not at the expense of the Owner.

The Contractor shall defend and hold harmless the City, for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act. The requirements of this Section shall survive the termination of the Agreement formed hereunder.

The Illinois Department of Labor (DOL) launched the Certified Transcript of Payroll Portal and contractors are now required to submit all of their certified payroll documentation to the State rather than local government agencies. Certified Payroll must have the bid number clearly identified. The link to the DOL portal is below:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>

### **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

Contractor agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if, at the time this contract is executed or during the term of this contract, there is excessive unemployment in Illinois as defined in the Act. To review the statute, please click on the link found [here](#).

### **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

### **RESPONSIBLE BIDDERS ORDINANCE (RBO)**

Section 1-9B of the Naperville Municipal Code requires that bidders for city construction contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation with a signed Affidavit for a Bidder's Certification submitted with any bid.

### **EXCEPTIONS GRANTED TO THE RESPONSIBLE BIDDERS ORDINANCE (RBO)**

- a. All vendors wishing to contract with the City of Naperville for construction contracts shall submit the Responsible Bidder Affidavit in advance of award. Federally funded construction projects, if such application would jeopardize the receipt or use of federal funds in support of such a project, and Division of Transportation projects, if they are not in concurrence with the Illinois Department of Transportation rules, are exempt from disclosing information.
- b. All other vendors requesting an exception will be required to submit their request in writing.
- c. Recommendation of an award of contract with noted vendor exception will be included on the agenda for consideration by the City Council.

### **BASIS OF AWARD (Unit Price)**

The City of Naperville intends to award a contract to the responsible bidder submitting the lowest responsive bid. Lowest price shall be determined by the Total Bid amount listed on the Bid Worksheet resulting from multiplying the actual number of acceptable units by the unit price items incorporated into the work or service, all as set forth in bid worksheet. In addition, if requested within bid documents, the City may elect to include, within the Total Bid, any combination of

additive, alternate, or optional Bid items for which the City determines funds will be available at the time of award. The City will review and make adjustments associated with arithmetic errors to ascertain whether the order of bids is correct. In the event of arithmetic errors in any of the line items, the unit price will be the controlling factor to correct the arithmetic error. The City will not assume that the error exists in the unit price.

Bids submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders. The City reserves the right to reject any and all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to satisfactorily perform a contract, has not completed contracts on time, or whom investigation shows is not in a position to perform the contract. The City of Naperville reserves the right to award individual bids to more than one vendor if it is deemed to be in the best interest of the City. The City reserves the right to increase or decrease the contract quantity without penalty from the contractor to the City.

### **CONTRACTOR SAFETY ORIENTATION CHECKLIST**

Prior to the start of any work, the Contractor and the Jobsite Manager/Supervisor will be required to complete the City's Contractor Safety Orientation Checklist at a pre-construction meeting. No work can begin until the completed form has been received and signed by the Jobsite Manager/Supervisor. A sample of the Contractor Safety Orientation Checklist is included as part of the bid document.

### **FREEDOM OF INFORMATION ACT**

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER

EXCAVATION AND UNDERGROUND UTILITY REPAIR

BID #24-029

SPECIAL PROVISIONS

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**SP-1 SPECIFICATIONS**

- a. The CONTRACTOR shall perform underground utility work as directed by the City Representative.
- b. All work shall be performed in accordance with City of Naperville, IDOT and other published engineering standards.
- c. The CONTRACTOR shall assign only skilled, experienced employees to City of Naperville work.
- d. The CONTRACTOR shall call for JULIE to locate and shall take reasonable precautions to avoid damage to existing underground utilities.
- e. The CONTRACTOR shall immediately notify the City Representative of any unforeseen problems or conflicts with other underground utilities or structures.
- f. When necessary, the CONTRACTOR shall coordinate with other utilities to disconnect, de-energize, support, protect, remove, or relocate any utility lines or structures in conflict with the work being performed.
- g. The CONTRACTOR shall furnish all tools and incidental materials and other items normally used in underground construction work. There shall be no rental fees or extra charges billed to the City of Naperville for the use of these items, except as provided in the bid proposal worksheets. Examples of tools and materials to be furnished include but are not limited to:
  - i. Picks, shovels, hammers, saws, scrapers, cutters, snappers, wrenches, tap and die tools, brooms, brushes, torches, and other hand tools.
  - ii. Portable generators, small compressors, gas-powered cutoff saws, compactors, trash pumps, drills, vibrators, and other power tools.
  - iii. Metal detectors, locators, levels, transits, lasers, and similar tools and equipment.
  - iv. Safety equipment, including personal protective equipment and confined space entry equipment.
  - v. Incidental quantities of cleaners, lubricants, plywood and lumber, rope, rags, stakes, blocks, mortar, fasteners, and other low-cost items commonly used in underground construction.
- h. There shall be no charge for service trucks and trailers. The cost of vehicles used in connection with work performed under this contract shall be included in the hourly labor rates. This provision shall not apply to vehicles for which an hourly rate is shown in the bid proposal worksheet.
- i. When directed by the City Representative, the CONTRACTOR shall obtain any specialized tools required to complete the assigned work. Rental fees for specialized equipment not owned by the CONTRACTOR shall be approved in advance by the City Representative.
- j. When submitting invoices for work that includes rental charges, the CONTRACTOR shall submit a copy of the supplier invoice as documentation of the rental cost. CONTRACTOR markup shall not exceed 10% of rental invoice cost. If the CONTRACTOR must rent equipment for which a unit cost is shown in the bid proposal worksheet, then the submitted unit cost shall apply.
- k. Whenever practical, the City of Naperville shall supply parts and materials from the Department of Public Utilities warehouse. When directed by the City representative, the CONTRACTOR shall purchase parts on behalf of the City.
- l. When submitting invoices for work that includes purchased materials, the CONTRACTOR shall submit a copy of the supplier invoice as documentation of the material cost. CONTRACTOR markup on parts shall not exceed 10% of the supplier invoice price.
- m. The CONTRACTOR and its employees and SUB-CONTRACTORS shall comply with all applicable safety regulations, including but not limited to OSHA rules.
- n. The CONTRACTOR shall coordinate with City of Naperville personnel as required to avoid disruption to other City of Naperville operations.
- o. The CONTRACTOR shall assign appropriate staff and equipment to each job, to enable timely and efficient completion of all tasks, and shall avoid assigning excessive forces, as would result in inefficient use of resources.
- p. The CONTRACTOR shall make every effort to avoid or minimize damage to public and private property and shall promptly report all damage to the City Representative.

- q. The CONTRACTOR shall be held liable for excessive landscape damage or other damage to real or personal property, if that damage results from the negligence of the CONTRACTOR, its employees or SUB-CONTRACTORS.
- r. Upon completion of each job assignment, the CONTRACTOR shall perform preliminary site restoration, consisting of rough grading, filling of holes, temporary pavement patching, and other measures as may be necessary to maintain a safe public environment until final restoration may be completed.
- s. The City of Naperville shall arrange and pay for the final restoration of the landscape and pavement.
- t. The CONTRACTOR shall coordinate with City of Naperville personnel and private property owners to minimize disruption of business operations and residential activities.
- u. The CONTRACTOR shall provide written daily job reports and documentation of all work performed, as directed by the City Representative.

**SP-2            EMERGENCY RESPONSE**

- a. Emergency contact phone numbers shall be provided by the CONTRACTOR, in order that emergency callouts may be made on a 24-hour, around-the-clock basis.
- b. The City of Naperville may terminate this contract if the CONTRACTOR fails to provide a satisfactory emergency response.

**SP-3            SUBCONTRACTED WORK**

- a. With the prior written approval of the City Representative, the CONTRACTOR may subcontract specialized work, which is not strictly within the defined scope of this bid, to others who are better qualified to perform that portion of the work. The scope and cost of the subcontracted work, along with the name(s) of the SUB-CONTRACTOR(s) and other pertinent information, shall be submitted to the City representative for approval.
- b. SUB-CONTRACTORS shall have at least five years' experience in the type(s) of work being subcontracted, and shall utilize only highly skilled, experienced employees for work within the scope of this contract.
- c. CONTRACTOR markup for specialized subcontracted work shall not exceed 10% of the SUB-CONTRACTOR invoice price.
- d. If the CONTRACTOR subcontracts work that is clearly within the scope of this bid, then the contract unit costs shall apply.
- e. The CONTRACTOR shall provide sufficient supervision of the work performed by all SUB-CONTRACTORS to ensure that all work completed is satisfactory to the City Representative.
- f. The CONTRACTOR shall warranty all SUB-CONTRACTOR work for a period of one year from the date of final acceptance.

**SP-4            SCHEDULED MOBILIZATION**

- a. Whenever practical, the City Representative shall notify the CONTRACTOR of non-emergency work thirty days in advance of the date needed.
- b. The City Representative shall provide the CONTRACTOR with diagrams and other information sufficient to plan the execution of the work and shall work with the CONTRACTOR to plan the execution.
- c. Prior to starting a non-emergency work assignment, the CONTRACTOR shall submit the following for review and approval by the City Representative:
  - i. A preliminary estimate of costs to complete the proposed work, based on the unit prices in the bid proposal worksheet, including any costs for subcontracted work and/or equipment rental.



- ii. A preliminary list of materials needed to complete the proposed work.
  - iii. A preliminary schedule for the execution of the proposed work.
  - iv. A traffic control and site access plan, if requested by the City Representative.
- d. The CONTRACTOR shall be responsible for the preparation and submittal of all required Right-Of-Way permits.
- e. The CONTRACTOR shall pick up all materials provided by the City from the Department of Public Utilities South Operations Center, 1800 S. Washington, and shall procure other materials as directed by the City Representative.
- f. The CONTRACTOR shall call for JULIE locates and shall verify that all JULIE marks are fresh prior to excavating.

#### **SP-5 EMERGENCY MOBILIZATION**

- a. The City Representative shall contact the CONTRACTOR at the 24-hour emergency phone number to request Emergency Mobilization.
- b. A foreman or other management employee of the CONTRACTOR shall meet the City Representative on-site within two hours of the call to plan the execution of the emergency work.
- c. The CONTRACTOR crew shall arrive on-site to commence work within four hours of the initial call. If a four-hour response time is impossible, the CONTRACTOR and the City Representative shall agree upon a reasonable schedule for execution of the work. The City Representative shall have the right to reassign the work to another CONTRACTOR if no scheduling agreement can be reached.
- d. The CONTRACTOR shall call for JULIE locates and shall verify that all JULIE marks are fresh prior to excavating.
- e. The CONTRACTOR shall pick up all materials provided by the City from the Department of Public Utilities South Operations Center, 1800 S. Washington, and shall procure other materials on the open market as directed by the City Representative.

#### **SP-6 EXCAVATION SHORING**

- a. The CONTRACTOR shall maintain an inventory of portable shoring devices capable of meeting OSHA requirements and shall employ enough competent people to ensure safe and proper use of the shoring.
- b. The CONTRACTOR shall always have all necessary shoring available at the jobsite and shall utilize shoring in an efficient and effective manner to ensure worker safety without unreasonable delay of the work.
- c. When assigning excavation work to the CONTRACTOR, the City Representative shall notify the CONTRACTOR of the estimated depth of the pipeline or structure to be excavated. The CONTRACTOR shall plan accordingly and shall bring the appropriate shoring to the jobsite.
- d. The applicable unit price for Excavation Shoring shall be determined by the depth of excavation, measured from the surface of the ground to the bottom of the trench. The corresponding unit price in the bid proposal worksheet shall apply.
- e. The unit price for Excavation Shoring shall apply for each day that the shoring is in use at the jobsite.
- f. When two or more excavations occur simultaneously at a jobsite, and when both require the use of Excavation Shoring, the applicable unit price shall apply to each excavation for each day that the shoring is in use.
- g. The unit price for Excavation Shoring shall include mobilization and transport.

**SP-7 TRAFFIC CONTROL**

- a. Basic Traffic Control shall consist of an adequate complement of barricades, signs, cones, and caution tape to protect motorists and pedestrians from injury, and to facilitate the orderly flow of traffic in the work zone. At minimum, Basic Traffic Control shall meet all City of Naperville Department of Traffic and Engineering requirements for side streets and collector streets.
- b. City Arterial Roadway Traffic Control shall perform the same function as Basic Traffic Control, expanded to meet the demands of higher traffic areas. This level of traffic control shall apply to all roadways designated as Arterial Routes by the City of Naperville, and any other roadway that has exceptional traffic control requirements for vehicles or pedestrian traffic, such as the Downtown Central Business District.
- c. State Highway Traffic Control shall perform the same function as City Arterial Roadway Traffic Control and shall meet all applicable IDOT requirements.
- d. The CONTRACTOR shall provide Arrow Boards and flagmen as required, subject to the approval of the City Representative. The cost of arrow boards shall not be included in the unit prices for Basic Traffic Control, City Arterial Traffic Control and State Highway Traffic Control, and shall be charged separately at the rates indicated in the bid proposal worksheet.
- e. The cost of signage and barricades to detour traffic around a closed section of roadway shall be included in the unit costs specified herein for traffic control.

**SP-8 PAVEMENT CUTTING AND REMOVAL**

- a. Roadways, Driveways, walkways, sidewalks, and curbs shall be neatly sawcut and removed in accordance with published City of Naperville engineering standards.
- b. The CONTRACTOR shall avoid unnecessary removal of excess quantities of pavement.
- c. Saw cutting of pavement shall be measured and charged at the hourly labor and equipment rates indicated on the proposal page.

**SP-9 BACKFILL**

- a. THE CONTRACTOR shall install backfill materials as directed by the City Representative.
- b. The City Representative shall have the opportunity to inspect the CONTRACTOR's completed utility repair work prior to the installation of the backfill.
- c. Compacted backfill shall be installed in lifts of no more than 12" and shall be compacted with vibratory equipment.
- d. When required by IDOT, DuPage County, Will County or City of Naperville engineering standards, the City Representative may arrange for an independent testing agency to monitor the compaction of backfill materials.
- e. When directed by the City Representative, CONTRACTOR shall install flowable fill that complies with IDOT standards.
- f. The CONTRACTOR shall obtain backfill materials from City stockpiles at the South Operations Center or shall contact the City Representative for jobsite delivery of backfill materials, or shall obtain backfill materials from an alternative source, as directed by the City Representative.

**SP-10 LIGHTING FOR NIGHT WORK**

- a. When necessary, the CONTRACTOR shall provide worksite lighting for night operations. Such lighting shall be sufficient to ensure worker safety and facilitate efficient and effective operations. Lighting used on roadways shall comply with all applicable regulations and shall not create hazards for motorists or pedestrians.
- b. The use of worksite lighting shall be prior approved by the City Representative and shall be charged at the daily rates indicated in the proposal page.
- c. The unit prices on the proposal page shall include the cost of generators or other power sources required to provide lighting.

**SP-11 DISPOSAL OF EXCAVATED MATERIALS**

- a. Excavated material from construction operations shall be hauled to the South Operations Center, 1800 S. Washington, and shall be stockpiled on-site unless otherwise directed by the City Representative.
- b. If petroleum or other hazardous materials are found in the soil, the CONTRACTOR shall immediately notify the City Representative, and shall cooperate with the City Representative and/or other authorities in securing the site. No contaminated materials shall be hauled to the City stockpile of excavated materials.
- c. Labor and equipment charges for spoils hauling from the jobsite to the stockpile shall be charged at the hourly rates indicated in the bid proposal worksheet.

**SP-12 VEHICLES AND EQUIPMENT**

- a. All vehicles and equipment used by the CONTRACTOR, whether owned, rented or subcontracted, shall be in good operating condition, licensed and insured, and shall comply with all applicable laws and regulations.
- b. The CONTRACTOR shall utilize excavation equipment, dump trucks and other equipment that is of the appropriate type and size for the task. Equipment selection shall be subject to the approval of the City Representative
- c. Equipment shall be operated only by employees who are trained and qualified to operate that piece of equipment.
- d. Only one designated equipment operator shall be on site unless otherwise approved by the City Representative.
- e. MINI SKID-STEER MACHINE shall be defined as a Bobcat or similar mini-loader with or without excavation attachments.
- f. BACKHOE shall be defined as a John Deere model 410 or equal.
- g. LARGE EXCAVATOR I shall be defined as a track-mounted or wheeled excavator capable of safely excavating to a depth of 15 feet.
- h. LARGE EXCAVATOR II shall be defined as a track-mounted or wheeled excavator capable of safely excavating to a depth of 20 feet.
- i. LARGE EXCAVATOR III shall be defined as a track-mounted or wheeled excavator capable of safely excavating to a depth of 25 feet.
- j. VACUUM EXCAVATOR shall be defined as a Vactor 2100 Series with a two-stage vacuum, or equal.
- k. PAVEMENT SAW shall be defined as a walk-behind saw specifically designed for cutting concrete or asphalt pavement.

**SP-13 DAILY WORK REPORTS**

- a. The CONTRACTOR shall utilize the CONTRACTOR's Daily Work Report that is attached to this bid.
- b. Daily work reports shall be completed immediately following each day's work and shall be submitted to the City Representative no later than 10:00AM the following business day, except when other arrangements have been approved by the City Representative.
- c. Daily work reports shall include the names, job classifications and hourly rates of all employees involved in the work, and shall indicate time of job site arrival, lunchtime, break time, time of leaving site, and net hours.
- d. Daily work reports shall include the fleet unit number and/or description of each piece of equipment used on the job, and the hourly rate for the equipment. The daily work report shall indicate the time the equipment arrived on site, the number of hours it was operated and the time it was removed from the site.
- e. Daily work reports shall indicate work performed, parts and materials used, and any use of rented equipment or SUB-CONTRACTOR'S.

**SP-14 MOBILIZATION CHARGES**

- a. Employee Mobilization & Travel charges shall apply to each employee who is assigned to a City of Naperville job. Employee Mobilization & Travel charges shall apply once per employee per job and shall be earned on the first day that the employee arrives at the job site. Subsequent days on the job shall not be subject to Employee Mobilization & Travel charges.
- b. With the prior approval of the City Representative, the CONTRACTOR may bill the City for actual hours spent by the Foreman in preparation for mobilization. This charge shall apply in addition to the per-occurrence charge for mobilization and shall be applicable only for jobs that require significant advance planning. Billable activities may include development of plans and schedules, procurement of equipment and materials, preparation and filing of permits, and pre-mobilization jobsite meetings with City staff. Billable Foreman hours for mobilization-related activities shall not exceed eight hours per job and shall consist of Regular hours only. No overtime shall be allowed for mobilization activities.
- c. Equipment Mobilization & Transport charges shall apply to each piece of equipment assigned to a City of Naperville job. Mobilization & Transport charges shall apply once per piece of equipment per job and shall be earned on the first day that the equipment arrives at the job site. Subsequent days on the job shall not be subject to Equipment Mobilization & Transport charges. The unit cost for Equipment Mobilization & Transport shall include all expenses for transportation to and from the jobsite, including trailering and roadway permits, if applicable.
- d. Equipment items that are billable on a "Per Day" unit price shall not be subject to Equipment Mobilization & Transport charges.

**SP-15 WET WEAHTER LAGOON**

- a. Twice a year the CONTRACTOR will be required to remove Cattails and other vegetations from the bottom of the wet weather storage lagoon located at 1800 S. Washington.
- b. The City Representative will direct the contract when this work needs to be done.
- c. It may be possible that additional removal periods may be needed during the year.

**SP-16 WATER SERVICES**

This work shall consist of furnishing all material, equipment and labor for the installation of water services between the existing water main and inside foundation to meter hook-up. All work shall be done in accordance with the Standard Specifications for Water and Sewer Main Construction, the Illinois Plumbing Code and as specified herein.

**General**

All services shall be equipped with corporation stop, curb stop and curb box per the standard detail. Curb boxes shall be arch type one and one-quarter (1-1/4") inch I.D. box with no rod for one and one-half (1-1/2") inch curb stop. Curb box shall be capable of extensions and installed at finished grade conforming to a minimum depth of bury of the service line as provided on the plans. Corps and curb stops are to be compression type by Mueller or Ford.

Water services shall be type "K" copper tubing of the size specified, of sufficient length to connect the proposed water main to the proposed buffalo box; no service couplings shall be allowed. They shall be connected to the corporation stop in accordance with the manufacturer's recommendations. Reducer couplings required to connect to the proposed 1 1/2" copper service on the private property shall be compression type and included in the unit price bid for Water Service.

The nominal length of service, from water main to face of foundation, is estimated to be 50 FT for Near Side services and 80 FT for Far Side services.

**Trench Backfill will be provided by the City of Naperville**

The CONTRACTOR shall coordinate with each homeowner and provide adequate notice for disruptions related to service transfers.

**Trenching**

Near Side water services may be installed by open cut. The trenches shall be excavated to permit easy installation of service without twists or sharp bends. The bottom of the trench shall be built up with suitable compacted backfill material so the service will have a smooth bed.

Where separate services are to be installed parallel with each other, one common trench should be used. Backfill material shall be free of brick, rock, or any material that could damage the piping. Backfill material for trenches where the inner edge of the trench is within 2 ft of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be trench backfill.

**Directional Drilling**

Far Side water services shall be installed by horizontal directional drilling. Open trenching across roadway pavement is not permitted. Pipe underneath paved areas shall extend minimum of 2 ft beyond the edge of the proposed pavement, stabilized shoulder, paved median, paved driveway, curb, gutter, curb and gutter, or sidewalk. Areas disturbed by directional drilling shall be restored to their original condition as directed by the Engineer.

**The number of Water Services quantified in this Contract are estimated, the Owner shall have the discretion to add to or subtract from this estimated quantity without impacting Contract unit pricing.**

Payment for water service installation shall be made at the contract unit price per each for WATER SERVICE of the size and type specified. Payment shall be full compensation for excavation, tapping of the existing water main, corporation stop, copper service line, curb box, buffalo box, connecting to new 1 1/2" copper, capping of existing lead, disconnection of existing corporation, clamping of existing water main, removal of spoils, curb and pavement removal/ temporary replacement and all labor materials, equipment and incidentals as shown on the plans and as specified herein to provide a working system.

Payment will be made under:

- **WATER SERVICE, NEAR SIDE, 1 ½" (EACH)**
- **WATER SERVICE, FAR SIDE, 1 ½" (EACH)**
- **WATER SERVICE, 1 ½" COPPER PER FOOT**

## **SP-17**

### **LEAD WATER SERVICE REPLACEMENT**

- a. This work includes the installation of copper water services to replace existing lead water services at private residences. All work shall be done in accordance with the Standard Specifications for Water and Sewer Main Construction, the Illinois Plumbing Code and as specified herein.
- b. The CONTRACTOR shall not handle or otherwise disturb any in-service lead water services.
- c. The City will obtain temporary access agreements. Plumbing permits will be the responsibility of the CONTRACTOR for each installation.
- d. Water service work that takes place inside the private residences shall be performed by a plumber licensed by the State of Illinois. Exterior water service work shall be supervised by a plumber licensed by the State of Illinois.
- e. Lead service replacement includes all work to install a 1 1/2" copper service from the corporation stop (water main) to the curb stop. Then from the curb stop to the water meter inside the residence using 1" copper to the meter. Far side water services shall be directionally drilled up to the foundation. Nearside water services may be open cut to the foundation if directional drilling is not practical.
- f. The nominal length of lead service replacement is estimated to be 50 FT to 75 FT, from property line to face of foundation. The section of water service from the water main to the curb stop will be paid for separately.
- g. The CONTRACTOR shall core drill the existing foundation wall to allow for installation of the 1" copper service. The interior and exterior of the cored hole shall be completely sealed with non-shrink hydraulic cement to prevent water infiltration. Any damage to the foundation or floor shall be repaired at the CONTRACTOR'S cost, no additional compensation will be allowed.
- h. Alternately, the CONTRACTOR is encouraged to utilize a trenchless installation method that would omit the need to dig an outside pit.
- i. Inside the residence, the plumber shall route the new water service to the meter in a manner acceptable to the engineer. The distance between the foundation penetration and meter shall be minimized. The lead water service to be abandoned shall be capped or cut flush with the foundation wall or basement/crawlspace floor and plugged with non-shrink hydraulic cement. At the water main, the corporation stop shall be removed, and a main break clamp installed. The lead service shall then be disconnected from the corporation stop and capped. Any sections of lead pipe that were removed shall be properly disposed of by the CONTRACTOR.

- J. All employees of the CONTRACTOR entering residence shall be at least 18 years of age and shall carry photo identification. It will be required that all staff present themselves in a professional manner and appearance. The CONTRACTOR's staff appearance shall include a uniform shirt with the company logo identifying each staff member as an employee of the CONTRACTOR. The CONTRACTOR'S vehicles shall be clearly marked with the CONTRACTOR'S company name. The installation staff shall be considerate of the owner and their property. For interior work, installation staff are to protect their shoes with new disposable covers for every installation. The CONTRACTOR shall minimize tracking or spreading of foreign materials within the residence.
- k. The CONTRACTOR will be responsible for scheduling Lead Service installations with property owners. The CONTRACTOR shall communicate this information to City staff so that City staff will be onsite for any inside work that takes place.
- l. The CONTRACTOR shall comply with all current Federal, State and Local COVID-19 regulations and requirements.
- m. The CONTRACTOR shall take every precaution to minimize damage to interior and exterior private property. On the exterior, foundation plantings and miscellaneous landscaping items should be removed, protected and reinstalled where practical. On the interior, the CONTRACTOR shall only remove what is necessary to access the meter and foundation penetration. Upon completion of work, the City will coordinate with residents individually to replace exterior plantings and interior finishing's as necessary. The CONTRACTOR is responsible for re-sodding any impacted turf grass and re-establishing exterior planting beds. The CONTRACTOR shall be responsible for any negligent damage to property above and beyond what was originally agreed to. The cost to repair said damage will be assumed by the CONTRACTOR at no cost to the City.
- n. Payment for this work will be made at the contract unit price per each for LEAD WATER SERVICE REPLACEMENT. Payment shall be full compensation for excavation, directional drilling, open trenching, backfilling, foundation coring, copper pipe, fittings and all labor, materials, equipment, coordination, and incidentals necessary to complete the work as specified.  
Payment shall be made under:
  - **LEAD WATER SERVICE REPLACEMENT, (BASEMENT) (EACH)**
  - **LEAD WATER SERVICE REPLACEMENT, (CRAWL SPACE) (EACH)**
  - **WATER SERVICE, 1" COPPER PER FOOT**

#### **SP-18 LEAD WATER SERVICE ABANDONMENT**

This work will consist of the disconnection and abandonment of existing lead water service lines. All work shall be done in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, the Illinois Plumbing Code and as specified herein.

Lead water services shall be abandoned in place.

The CONTRACTOR shall not handle or otherwise disturb any in-service lead water services.

Inside the residence, the lead water service to be abandoned shall be capped or cut flush with the foundation wall or basement/crawlspace floor and plugged with non-shrink hydraulic cement. At the water main, the corporation stop shall be removed, and a main break clamp installed. The lead water service shall then be capped. Any incidental sections of lead pipe that were removed shall be properly disposed of by the CONTRACTOR.

**Lead Water Service Abandonment will be quantified by one (1) Each per new water service.**

**SP-19 TRENCH BACKFILL**

The work shall consist of backfilling and compacting trenches, pits and excavations with a coarse aggregate material within 2' of any existing or proposed paved areas at the locations shown on the plans. The aggregate shall conform to the requirements of Article 1004.01 of the IDOT Standard Specifications and the following specific requirements:

- a. Description: - The coarse aggregate shall be gravel, crushed gravel, crushed stone or crushed sandstone.
- b. Quality: - The coarse aggregate shall be Class-C quality or better.
- c. Gradation: -The coarse aggregate gradation shall be CA-6 according to Standard Specifications

Aggregate material shall be compacted to the satisfaction of the Engineer by ramming or tamping tools approved by the engineer. The backfill shall be placed and compacted as specified to the subgrade elevation.

**SP-20 UTILITY POT-HOLING**

- a. This item shall include potholing of utilities that cross the directional drill path of far side water services.
- b. The CONTRACTOR shall satisfactorily protect all existing utilities and utility services from damage due to hits. Hits to utilities or services, regardless of the circumstances, shall be considered the fault of the CONTRACTOR and shall be repaired by the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to follow JULIE law when locating utilities in the field.
- c. Potholing will be performed at existing utility crossings at the CONTRACTOR'S discretion. The CONTRACTOR shall expect to encounter the following existing utilities: Sanitary sewer, storm sewer, electrical ducts, lighting ducts, natural gas, etc. The CONTRACTOR shall take all precautions to protect existing utilities; any utility damaged during the work shall be repaired at the CONTRACTOR'S expense with no compensation from the City.
- d. Incidental excavation of existing utilities during open-cutting, connections to the water main, shut-offs at the water main and excavation for curb-stops will not be quantified as potholing and shall be included in the cost of those items.
- e. Removal and restoration of pavement, sidewalk, driveways, etc. will be quantified and paid for under separate pay items.

This work item shall be paid for at the contract unit price per Each for UTILITY POTHOLING which price shall include the cost of all labor and equipment required to complete the work as specified, including excavation and backfill with native material and/or Trench Backfill.

Payment shall be made under:

- **UTILITY POTHOLING (EACH)**

**SP-21 TRAFFIC CONTROL AND PROTECTION**

- a. All Traffic Control and Protection shall be in accordance with applicable sections of the "IDOT Standard Specifications for Road and Bridge Construction", Section 701, "Illinois Manual on Uniform Traffic Control



Devices for Streets and Highways" and Naperville's "Work Zone Guide for Construction and Maintenance Projects", latest editions.

- b. The governing factor in the execution and staging of work for this project is to provide the motoring and pedestrian public with the safest possible travel conditions along the roadway, or sidewalk, through the construction zone. The CONTRACTOR shall arrange his operations to keep the closing of any lane of the roadway, or section of sidewalk, to a minimum.
- c. The CONTRACTOR shall ensure that all traffic control devices are operational 24 hours a day, including Sundays and holidays. All devices shall be in good condition, not bent, scratched, faded, worn, dirty, etc. All barricades, signs and other channelizing devices shall be equipped with highly reflectorized covering and flashing amber warning lights in accordance with Article 1084.01 of the IDOT Standard Specifications. All the CONTRACTOR'S workers must always wear reflective green vests during work operations, Type II minimum in areas open to traffic and while flagging. The CONTRACTOR shall clean the pavement of all dirt, dust, and debris at the end of each workday or as required.
- d. At the Preconstruction Conference, the CONTRACTOR shall provide a name and telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The CONTRACTOR shall respond to any call from the City concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours of the time of notification. Failure to comply with directions from the City for corrections or changes to traffic control devices will result in a charge of \$500.00 per incident. This traffic control deficiency charge shall also include cleaning of the street as directed by the Engineer.
- e. Delays to the CONTRACTOR caused by complying with these requirements will be considered incidental to the item for Traffic Control, and no additional compensation will be allowed.
- f. The CONTRACTOR shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused the CONTRACTOR by complying with these requirements shall be considered as incidental to the Contract and no additional compensation will be allowed.
- g. The CONTRACTOR shall notify the Engineer at least 48 hours in advance of when the CONTRACTOR plans to close a lane. This notice is necessary so that the Engineer can notify the proper authorities of the location and duration of the lane closure. The CONTRACTOR shall not close a traffic lane without the permission of the Engineer.

**Lane closures and staging shall be in accordance with IDOT Standard Details found in Part 6 of these Contract Documents. At a minimum, the CONTRACTOR shall provide advance notification "ROAD CONSTRUCTION AHEAD" (RCA) signage on all approaches to the work area.**

#### **Protection and Restoration of Traffic Signs**

- a. Prior to the beginning of construction operations, together with the Engineer, the CONTRACTOR shall develop a sign log of all existing signs within the limits of the construction zone. The CONTRACTOR is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the CONTRACTOR. All provisions of Article 107.25 of the IDOT Standard Specifications shall apply except the third paragraph shall be revised to read: "The CONTRACTOR shall

maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the CONTRACTOR or a third party.

- b. **The number of open trenches shall be minimized.** Any area not up to grade shall be barricaded and fenced off with 4' plastic construction fencing. Any area with excavation depth greater than 3' shall be covered with steel roadway plates. Excavator and loader shall be tightly grouped near the excavation and pulled off the road far enough to allow for approximately 16' of clear pavement. Barricades shall be at a maximum of 15' spacing around excavation and equipment. Any material stored on the site shall be located as much as possible off the roadway. Any material stored when work is not ongoing on or within 3' of the pavement shall have barricades on the roadway side and a minimum of 16' of clear pavement shall be maintained.
- c. CONTRACTOR shall notify homeowners 48 hours and 1 to 2 hours prior to restricting driveway access to allow homeowners to relocate vehicles. Driveway access shall be restored prior to the end of the workday with temporary gravel or roadway plates. Mail delivery shall be always maintained. The CONTRACTOR shall provide access to the work zone for the U.S. Postal worker to drive and deliver the mail or make other arrangements with the postal worker. Garbage truck access shall also be always maintained.
- d. Final pavement restoration shall be performed under similar traffic control with binder course to be installed immediately following removal of temporary roadway surface. It is the intent that the area with a 4" drop be minimized or eliminated during the overnight hours. Any 4" drops shall be fenced and barricaded as indicated above.
- e. The proposed general traffic control requirements are to be considered a general description of minimum requirements and do not contain all the details necessary to comply with the referenced standards. Engineers reserve the right to adjust or modify the traffic control as deemed necessary throughout the various stages of construction to guarantee the safety of motorists and pedestrians during construction.
- f. This work item shall be paid for at the contract unit price per Each for TRAFFIC CONTROL AND PROTECTION, which shall be full compensation for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain and remove all traffic control devices necessary.

Payment will be made under:

- **TRAFFIC CONTROL AND PROTECTION (LUMP SUM)**

## **SP-22 DISPOSAL OF EXCAVATED MATERIAL**

- a. The City of Naperville will provide the CONTRACTOR with a disposal site of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work. Removal and disposal of surplus, unstable, and unsuitable materials and organic waste shall follow Section 202 of the IDOT Standard Specifications.
- b. All excess excavated soil being disposed of at a Clean Construction Demolition Debris (CCDD) fill site shall follow the Illinois Environmental Protection Act as amended by Public Act 096-1416.
- c. All costs associated with meeting these requirements shall be included in the unit price cost for the associated removal or excavation items in the contract with no further compensation provided by the City.

**SP-23 PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE**

- a. This work shall consist of pruning existing trees, shrubs and bushes in accordance with Article 201.05 (c) of the Standard Specifications, except as modified herein.
- b. In addition to Article 201.05 (c), tree trimming, and pruning shall extend along the entire length of the project.
- c. Pruned and trimmed materials shall be disposed of in accordance with Article 202.03 except that open burning of organic materials will not be permitted.
- d. This work will not be paid for separately but shall be considered as INCIDENTAL to the Contract, including trimming of all trees, shrubs and bushes and the offsite disposal of all pruned or trimmed materials.

**SP-24 DIRT ON PAVEMENT OR STRUCTURES**

- a. This work shall consist of cleaning the pavement, in-use sidewalk, in-use driveway aprons or other areas of mud, dirt and debris in accordance with Article 107.15 of the Standard Specifications.
- b. The CONTRACTOR shall be prepared to clean the pavement with a broom, machine sweeper or other approved means at the end of each day or as directed by the Engineer. The CONTRACTOR shall monitor the tracking of mud, dirt and debris and shall clean the pavement as needed. If the means employed by the CONTRACTOR to clean the street or other areas is generating dust or mud, or at the direction of the Engineer, CONTRACTOR shall change method of cleaning to minimize the generation of dust or mud.
- c. This work will not be paid for separately but shall be considered as INCIDENTAL to the Contract.

**SP-25 DUST CONTROL WATERING**

- a. This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments, as specified under Article 107.36 of the IDOT Standard Specifications.
- b. Dust shall be controlled by the uniform application of sprinkled water or other means approved by the Engineer and shall be applied only when directed by the Engineer, in a manner meeting his approval. The CONTRACTOR shall be prepared to provide dust control watering with a 2-hour' notice by the Engineer. All equipment used for this work shall meet with the Engineer's approval.
- c. The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed.

**SP-26 MOBILIZATION**

- a. This work shall be performed in accordance with Section 671 of the IDOT Standard Specifications and as specified herein.
- b. Part 6 of these Contract Documents includes an exhibit depicting the boundaries of the Lead Service Area in Naperville. Lead Service Replacements will be contained within this boundary; however, they may not be grouped in proximity to each other. Due to this, the CONTRACTOR shall assume there will be a separate Mobilization for each Lead Service Replacement.

**Mobilization will be quantified by one (1) Each per new water service.**

Payment shall be made under:

- **MOBILIZATION (EACH)**

**SP-27 WATER MAIN BREAK REPAIRS**

- a. This item includes payment for water main breaks or leaks that may occur within the vicinity of water service installations, disconnections or abandonments. Water Main Break Repairs is to be used solely at the Owner's discretion, the CONTRACTOR shall not assume all or part of this item will be utilized. When approved, work will be quantified in accordance with Section 109.04 of the IDOT Standard Specifications.
- b. Where the CONTRACTOR is determined to be directly responsible for the water main break, the CONTRACTOR shall make the repairs at their own cost and no payment will be authorized.
- c. Work performed under this item will be quantified on a Time and Material basis or as an Agreed Unit Price.

Payment shall be made under:

- **WATER MAIN BREAK REPAIRS (DOLLAR)**

**SP-28 MANHOLES, SANITARY, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID**

- a. This work shall consist of furnishing and constructing manhole structures at the locations and to the depths and details shown in the Contract Documents.
- b. Existing sanitary manholes are to be demolished and removed as part of this pay item. The manhole debris may be disposed of for no charge at the South Operation Center (SOC) yard, located at 1800 S. Washington Street. Debris such as concrete, bricks, castings and other items must be separated from clean soil if disposed of at the SOC site. If the CONTRACTOR elects to dispose of these items on his own, they must be legally disposed of offsite at the CONTRACTOR'S expense. Disposal will be considered as incidental to this pay item and no additional compensation will be allowed.
- c. CONTRACTOR shall be responsible to block or divert flow for short periods during manhole demolition and replacement. The CONTRACTOR shall be solely responsible for any backups or other issues that occur due to blocking or diversion. The CONTRACTOR shall ensure that the mainline sanitary sewer and any sanitary services remain clean and free of debris. If the sanitary sewer or services take on debris during the work, the CONTRACTOR shall be required to clean said sewer or service at his expense.
- d. Any saw cutting, pavement removal, excavation and other work required to remove the existing manhole and install the new manhole shall be considered as incidental to this pay item and will not be paid for separately.
- e. Manholes shall be in accordance with IDOT Section 1042.10, Type A of the inside diameter shown on plans and shall be complete with full height poured concrete invert. Any required exterior drop assemblies shall be incidental to this item. The joints between sections shall have additional bituminous sealing, hand troweled, around the entire exterior of the joint. All manholes shall be reinforced precast concrete construction with steps in accordance with details and diameter shown in the Contract Documents. CONTRACTOR shall field verify manhole dimensions, diameter, depth, and configuration prior to ordering material.

- f. The manhole frame and lid shall be as shown on the Contract Documents. The watertight frame and lid shall be a Neenah Type R-1916-F, East Jordan Iron Works 1040 ZPT or approved equal. The word "sanitary" shall be cast on the lid.
- g. Preformed adjusting rings of the proper dimensions needed to mate the frame to the precast structure shall be used. No more than 12" of vertical adjustment may be made using the minimum practical number of individual rings. All rings shall be High Density Polyethylene Plastic (HDPE), Recycled rubber, High Density Expanding Polystyrene, Expanded Polypropylene (EPP), or other material as approved by the City Engineer. Precast concrete rings, bricks, rocks, shims or concrete blocks will not be allowed. Tapered adjusting rings shall be required when the frame will need to match the slope of the roadway. All castings shall be set flush with pavement or surrounding surface.
- h. A resilient, flexible, non-hardening preformed bituminous mastic material, Conseal 102 B or approved equal, shall be used between the cone or top barrel section of the structure and the adjusting rings. A thick bead of non-hardening elastomeric joint sealant conforming to ASTM C-920, Type S, Grade NS, shall be applied between all individual rings and between the adjusting rings and the frame. The sealant or mastic material shall be applied in such a manner that no surface water or ground water inflow can enter the structure.
- i. Frame adjustments shall be completed in accordance with Sections 602 and 603 of the Standard Specifications for Road and Bridge Construction, prepared by the Illinois Department of Transportation, latest edition, except as noted herein.
- j. Upon completion of manhole installation, all manholes shall be tested for leakage by vacuum testing, to be witnessed by a City representative. A vacuum of 10" (254 mm) Hg shall be placed on the manhole and the time shall be measured for the vacuum to drop to 9" (229 mm) Hg. The vacuum shall not drop below 9" (229 mm) Hg for the following time periods for each size of manhole:
  - 48-inch diameter - 60 seconds
  - 60-inch diameter - 75 seconds
- k. The manhole frame and adjusting rings shall be in place when testing. Any manholes that fail the test shall be sealed and re-tested until acceptable.
- l. APPLICABLE STANDARD SPECIFICATIONS
- m. The work and materials shall conform to applicable provisions of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and in accordance with the details shown on the plans.
- n. This work will be paid at the contract unit price each for MANHOLE, SANITARY, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, of the inside diameter and depth shown on plans or specified herein, which price shall be full compensation for all work and materials, excavation, removal of spoils, connections to existing pipes, bedding, backfill, vacuum testing, and any other incidental items required for a completed structure including the frame and closed lid.

Payment shall be made under:

- **MANHOLES, SANITARY, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, 0'-5' DEEP (EACH)**
- **MANHOLES, SANITARY, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, 5.01'-10' DEEP (EACH)**
- **MANHOLES, SANITARY, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, 10.01'-15' DEEP (EACH)**
- **MANHOLES, SANITARY, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, 15.01'-20' DEEP (EACH)**

#### **SP-29 CORE SANITARY MANHOLE**

- a. The work shall consist of machine core drilling the size specified of a sanitary manhole in place and installing a manufactured rubber boot (Kor-N-Seal or approved equal). This work shall be performed only were directed by the Engineer.
- b. In addition, the bench shall be cored or otherwise modified to provide a smooth flow channel in the existing manhole. Additional fillets shall be poured if necessary. The outside of the manhole where the boot is installed shall be grouted with no shrink grout. No grout shall be placed inside the sanitary manhole.
- c. Payment shall be full compensation for core drilling, incidental excavation, installation of pipe, fittings, granular backfill, bedding, and all labor, materials, equipment, and incidentals as shown on the plans and as specified herein for a working system.

Payment will be made under:

- **CORE SANITARY MANHOLE (EACH)**

#### **SP-30 SANITARY SEWER**

##### **DESCRIPTION**

This work shall consist of furnishing and installing PVC SDR 26 pipe of the size specified for construction of gravity-type sanitary sewer lines at the locations, profiles and details shown in these Contract Documents.

##### **PIPE MATERIAL**

- a. The sanitary sewer shall have a SDR of 26 and be manufactured in accordance with ASTM D-2241 or AWWA C900. All sewer pipes shall have a minimum pressure rating of 160 psi. The sewer main piping shall be installed in a CA-11 granular bedding, haunching, and initial backfill from the center line of the pipe to 6" above to the top of the pipe as shown on the Drawings and in conformance with Section 20-4 of the "Standard Specifications of Water and Sewer Main Construction in Illinois". The pipe shall be made of PVC plastic having a minimum cell classification of 12454-C for ASTM 2241. Flexible elastomeric joints shall conform to ASTM D-3139.
- b. The CONTRACTOR will be required to connect a new pipe to an existing pipe using non-shear mission couplings. If the connection is made to a CIPP-lined sanitary sewer, the CONTRACTOR shall use Max-Adaptor couplings provided by the City at no charge. The CONTRACTOR shall remove the host pipe and make the connection directly to the CIPP liner. Connection to dissimilar materials (non CIPP-lined) shall

be made with a stainless-steel sleeve non-shear mission coupling to be furnished by CONTRACTOR, such as Series 5000 as manufactured by Fernco, or approved equal.

#### **MEASUREMENT FOR PAYMENT**

Measurement for payment of Sanitary Sewer In-Place shall be in lineal feet for each pipe size, type, and class installed as measured along the centerline.

#### **BASIS OF PAYMENT**

This work will be paid at the contract unit price per lineal foot, for SANITARY SEWER, of the pipe class and inside diameter specified, measured in place, which price shall be full compensation for all work and materials required for a completed sewer line including granular pipe bedding, haunching, and 6" cover material, final trench backfill, installation of non-shear couplings, cleanout connections to manholes and sewers, removing material from roadway due to heavy rain forecasted , and other items necessary to provide a complete installation.

Payment shall be made under:

- **SANITARY SEWER, 6" (LINEAL FOOT)**
- **SANITARY SEWER, 8" (LINEAL FOOT)**
- **SANITARY SEWER, 10" (LINEAL FOOT)**

#### **SP-31 TRENCH BACKFILL**

- a. The work shall consist of backfilling and compacting the trench with a coarse aggregate material within 2' of any existing or proposed paved areas at the locations shown on the plans.
- b. The aggregate shall conform to the requirements of Article 1004.01 of the IDOT Standard Specifications and the following specific requirements:
  - a. **Description:** - The coarse aggregate shall be gravel, crushed gravel, crushed stone or crushed sandstone.
  - b. **Quality:** - The coarse aggregate shall be Class-C quality or better.
  - c. **Gradation:** - The coarse aggregate gradation shall be CA-6 according to Standard Specifications
- c. Aggregate material shall be placed in **maximum** 12-inch layers, loose measurement and compacted to the satisfaction of the Engineer by ramming or tamping tools approved by the engineer. The backfill shall be placed and compacted as specified to the subgrade elevation.
- d. The method used for backfilling and compacting the aggregate material shall produce 95% standard proctor compaction. Initial compaction testing and up to two retests, (for the project) shall be performed at Owner's expense. Re-testing areas due to failure to meet compaction requirements shall be at the CONTRACTOR's expense. Should the CONTRACTOR'S methods not produce acceptable compaction results the CONTRACTOR will be required to alter their compaction method to meet requirements and no additional compensation will be allowed.
- e. Actual trench excavation may vary due to depth, soil conditions and to meet OSHA and all other State, Federal, and Local safety requirements. No additional compensation shall be made for this item and such work shall be considered incidental to the pay item.

- f. Payment for TRENCH BACKFILL including excavation, installation, compaction, materials, disposal of excavated material and all other incidentals required to install this item shall be incidental to the sanitary pipe and manhole pay items and no additional compensation shall be allowed.

#### **SP-32 TEMPORARY PAVEMENT PATCH, SPECIAL**

This work shall include the installation of temporary bituminous pavement patch for excavations that cross roadways, driveways, and sidewalks, or other locations as directed by the Engineer. This work shall occur only at locations as directed by the Engineer.

Material shall consist of a minimum of 3" of hot mix or cold patch bituminous material. Temporary pavement patch shall be placed not later than the end of the working day, and in no event shall an excavation be left without a patch over a weekend or holiday. Temporary road surface shall be leveled and compacted to the extent necessary to provide a relatively smooth driving surface. The CONTRACTOR shall maintain the surface as needed until completion of the project. Please note that the final pavement restoration will be performed by others.

This work shall be paid for at the contract unit price per square yard. Unit price shall be full compensation to furnish, install and remove temporary road/street surfaces and ongoing maintenance until work is completed to the satisfaction of the Engineer.

Payment shall be made under:

- **TEMPORARY PAVEMENT PATCH, SPECIAL- PER SQUARE YARD**

#### **SP-33 INLET PROTECTION**

- a. This item of work shall consist of the constructing, maintaining, removing and disposing of Inlet Protection devices. The CONTRACTOR shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the installation and maintenance of the inlet protection devices is completed on a timely basis. Work shall be performed according to IDOT Section 1081.15(h)
- b. Inlet protection shall be installed either directly on the drainage structure or under the grate of the drainage structure resting on the lip of the frame using FlexStorm Inlet Filters or approved equal. The fabric bag shall hang down into the drainage structure. Prior to ordering the materials, the CONTRACTOR shall determine the size and shape of the various drainage structures being protected. They should be installed properly to capture silt and debris and not allow them to enter the drainage pipe.
- c. Regularly scheduled inspection and maintenance shall be performed per the Stormwater Pollution Prevention Plan. When inlet protection devices become 75 percent full the captured material shall be properly disposed of off-site. When inlet protection devices become worn or are damaged, the CONTRACTOR shall replace them at his cost. He shall also remove and dispose of the inlet protection devices at the completion of the contract and the re-establishment of all the disturbed turf areas.
- d. Failure to satisfactorily maintain the inlet protection may result in an Erosion Control Deficiency Deduction per article 105.03(a) of the standard specifications.
- e. Protection of drainage structures with inlet filters shall be paid for at the contract unit price per each for INLET PROTECTION.



Payment will be under:

- **INLET PROTECTION (EACH)**

END OF SECTION

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER

EXCAVATION AND UNDERGROUND UTILITY REPAIR

BID #24-029.

SPECIAL CONDITIONS

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**SC-1 SUMMARY**

- a. It is the intent of this specification to procure excavation and underground repair services on an as-needed basis, for emergency response and for planned work that is beyond the capabilities of in-house resources.
- b. This bid will establish unit prices for labor and equipment to be used in completing the assigned work.
- c. All work shall be scheduled and performed under the direction of the City Representative, with jobsite supervision performed by the CONTRACTOR.
- d. Types of work to be performed include but are not limited to:
  - i. Installation, replacement, repair or relocation of water and sewer main segments.
  - ii. Installation, replacement, repair or relocation of water main valves and vaults.
  - iii. Installation, replacement, repair, or relocation of sanitary sewer manholes.
  - iv. Installation, replacement, repair, or relocation of water and sewer service lines.
  - v. Installation, replacement, repair, or relocation of fire hydrants.
  - vi. Emergency repair of water distribution system leaks.
  - vii. Emergency repair of blocked or collapsed sanitary sewer mains and service lines.
  - viii. Emergency repair of water and utility pipelines and structures damaged by construction activity.
  - ix. Wet Weather Storage Lagoon Maintenance.

**SC-2 QUALIFICATIONS**

- a. The CONTRACTOR shall demonstrate that they have at least five years' experience in excavation and repair of water and sanitary sewer utilities.
- b. The CONTRACTOR shall provide evidence that they employ personnel who are experienced in underground water and sewer utility repairs.
- c. The CONTRACTOR shall provide evidence that they have a written safety program that complies with OSHA requirements.
- d. The CONTRACTOR shall provide at least three municipal references where they have performed work similar to that specified in this bid, within the past five years.
- e. The CONTRACTOR shall demonstrate a track record of reliable emergency response, which shall be verified by contacting the submitted municipal references.

**SC-3 AWARD OF CONTRACT AND ASSIGNMENT OF WORK**

- a. It is the intent of the City of Naperville to award a single Contract to the three lowest responsive, responsible bidders for a initial term of 21 Months from March 31, 2024 until December 31, 2025 and up to Three, one year extensions.

- b. The lowest responsive, responsible bidder shall be named as Primary CONTRACTOR, the second lowest responsive, responsible bidder shall be named as Secondary CONTRACTOR, and the third lowest responsive, responsible bidder shall be named as Tertiary CONTRACTOR.
- c. All scheduled work shall be assigned to the Primary CONTRACTOR.
- d. For assignment of Emergency work
  - i. The City Representative shall first contact the Primary CONTRACTOR.
  - ii. If the Primary CONTRACTOR cannot be reached or is unable to mobilize in accordance with the Emergency Mobilization provisions of this bid, the City Representative shall contact the Secondary CONTRACTOR.
  - iii. If the Secondary CONTRACTOR cannot be reached or is unable to mobilize in accordance with the Emergency Mobilization provisions of this bid, the City Representative shall contact the Tertiary CONTRACTOR.
  - iv. If none of the three CONTRACTORs can mobilize in accordance with the Emergency Mobilization provisions of this bid, the City Representative shall have the right to assign work to any available qualified CONTRACTOR, regardless of whether they submitted a bid.
- e. The aggregate value of work completed by the Primary, Secondary and Tertiary CONTRACTORs shall accrue as completed value, and shall be deducted from the uncompleted balance of the Contract award.

**SC-4 PERIOD OF CONTRACT**

- a. The City of Naperville intends to award a contract in March 31, 2024.
- b. This contract shall be in effect for a period of approximately 21 months, expiring December 31, 2025.

**SC-5 EXTENSION OPTION ONE**

- a. Upon satisfactory completion of the initial contract period, this contract may be extended for an additional year, beginning on January 1, 2026, and expiring on December 31, 2026. The City Representative shall provide the CONTRACTOR with a schedule of estimated quantities for the option year, and the CONTRACTOR shall submit year one pricing. The option-year extension and pricing shall be subject to City Council approval.

**SC-6 EXTENSION OPTION THREE-FIVE**

- a. Upon satisfactory completion of the second-year contract period, this contract may be extended for a third year, beginning on January 1, 2027, and expiring on December 31, 2027. The City Representative shall provide the CONTRACTOR with a schedule of estimated quantities for the option year, and the CONTRACTOR shall submit year two pricing. The option-year extension and pricing shall be subject to City Council approval.
- b. Upon satisfactory completion of the second-year contract period, this contract may be extended for a third year, beginning on January 1, 2028, and expiring on December 31, 2028. The City Representative shall provide the CONTRACTOR with a schedule of estimated quantities for the option year, and the CONTRACTOR shall submit year three pricing. The option-year extension and pricing shall be subject to City Council approval.

## **TERMINATION FOR CONVENIENCE**

### **SC-7**

- a. The City of Naperville may terminate this contract with fifteen days' written notice if it is determined that the continuation of this contract is not in the best interests of the City of Naperville.

### **SC-8 SAFETY**

- a. The CONTRACTOR shall comply with state, local and federal safety, and health regulations applicable to the work being performed, including but not limited to traffic control and OSHA approved confined space entry procedures.
- b. At no time shall any manhole or vault be left open and unattended.
- c. Any tools or equipment staged at or near the work area shall be isolated with cones or barricades to protect the Public from potential dangers.
- d. The CONTRACTOR shall always, maintain sufficient barriers to prevent members of the public from entering active work zones, or from coming into contact with hazardous materials and/or equipment.
- e. Prior to entering any confined space, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with local, state, or federal safety regulations.
- f. When working in any City of Naperville right-of-way, the CONTRACTOR shall provide traffic control in accordance with City of Naperville right-of-way permits.
- g. When working in any state or county right-of-way, the CONTRACTOR shall provide traffic control in accordance with applicable right-of-way permits.

### **SC-9 CITY REPRESENTATIVE**

- a. After the contract has been awarded, the WD&C Deputy Director Tony Conn shall designate a City Representative to manage this project.

### **SC-10 ESTIMATED QUANTITIES**

- a. The quantities in this bid specification are estimated. Payment shall be based on actual quantities provided by the CONTRACTOR as directed by the City Representative.

### **SC-11 SUBMITTAL OF BID**

- a. The following items shall be included in the Bid Submittal:

- i. Bid Calculation Worksheet
- ii. Statement of CONTRACTOR Qualifications.
- iii. CONTRACTOR References Submittal

**SC-12 REFERENCED DOCUMENTS**

- a. NAPERVILLE ORDINANCE 8-2C-11: USE OF WATER FROM FIRE HYDRANTS
- b. Contractor Daily Report
- c. Example Pay Request

**SC-13 USE OF POTABLE WATER FROM FIRE HYDRANTS**

- a. The CONTRACTOR will be required to comply with City of Naperville code 8-2C-11: Use of Water from Fire Hydrants. The CONTRACTOR shall pay the deposit and monthly rental fee for the meter as stated in 8-2C-11. The CONTRACTOR shall pay for all billable water usage on the meter.

**SC-14 HOURS OF OPERATION**

- a. All work shall be performed during normal working hours between 7:00AM and 3:30PM, Monday through Friday except when the City Representative directs the CONTRACTOR to work before or after working hours.
- b. The CONTRACTOR shall work night hours as directed by the City Representative, when required by operational emergency, or when necessary to avoid daytime traffic disruption.
- c. The CONTRACTOR shall weekend hours as directed by the City Representative, when required by operational emergency, or when necessary to avoid daytime traffic disruption.

**SC-15 OPERATIONS IN RIGHT-OF-WAY, EASEMENTS AND ON PRIVATE PROPERTY**

- a. It is possible that the CONTRACTOR may require access to public and/or private property to complete the work efficiently and effectively. Any access to private property beyond that prescribed by recorded easements is strictly at the discretion of the property owner. The City of Naperville will make reasonable efforts to secure the cooperation of affected property owners.
- b. The CONTRACTOR shall make every effort to minimize disruption to residential life, recreational, and commercial activity in the project area. The best and most appropriate technology and methods shall be utilized to avoid damage to trees, lawns, landscapes, and walkways, driveways, parking areas, buildings, vehicles, and personal property.
- c. The CONTRACTOR shall comply with local regulations governing disruption of traffic in City streets, rights-of-way, and easements, and shall not obstruct emergency access to any property, nor unreasonably restrict ingress and egress to private property.

**SC-16 TRAFFIC CONTROL, PROTECTION AND PUBLIC SAFETY**

- a. When working in public streets and rights-of-way, the CONTRACTOR shall provide all necessary traffic control in accordance with the Uniform Manual of Traffic Control Devices or as required by applicable regulations of the City of Naperville and/or other agencies having jurisdiction over the work area.
- b. When working in areas where pedestrian traffic is present, the CONTRACTOR shall take all necessary precautions to protect pedestrians from accidental injury and shall secure any unattended work areas against unauthorized entry. All worksite protection shall be considered incidental to the contract and shall be provided at no additional cost to the City.
- c. All work shall be done in accordance with City of Naperville Department of Public Works policy for Work in the Public right-of-way on Major and Minor Arterials. A summary of the policy is as follows: Any work occurring in public right-of-way on arterial streets must be scheduled during non-peak travel times during the day. Accordingly, all work affecting arterial streets must not be performed between the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m. applicable Monday through Saturday.
- d. The CONTRACTOR shall be responsible for obtaining and paying for Right-of-way permits for all work within the scope of this contract. Permit fees shall be itemized when submitting invoices to the City Representative.
- e. The CONTRACTOR shall be responsible for obtaining and paying for any required IDOT Right-of-way permits for work within the scope of this contract. Permit fees shall be itemized when submitting invoices to the City Representative.
- f. The CONTRACTOR shall be responsible for obtaining and paying for any required DuPage County or Will County Right-of-way permits for work within the scope of this contract. Permit fees shall be itemized when submitting invoices to the City Representative.
- g. The CONTRACTOR shall provide any Certificates of Insurance required by the permitting agencies. If the permitting agencies require coverages and/or limits of liability above and beyond the coverages and limits specified in this bid, the CONTRACTOR shall provide the increased limits and/or coverages to those agencies at no additional cost to the City of Naperville.

**SC-17 CONTRACTOR'S DAILY WORK REPORT**

- a. CONTRACTORs shall submit a CONTRACTOR's Daily Work Report to the City Representative at the end of each workday. CONTRACTORs shall utilize the CONTRACTOR's Daily Work Report Form, which is included in this bid package.
- b. The Daily Work Reports shall provide all details necessary to verify unit quantities and other charges that appear on invoices submitted for completed work.

**SC-18 MEASUREMENT AND PAYMENT**

- a. Labor and equipment charges shall be billed at the unit prices indicated in the bid proposal worksheet.
- b. Billable hours shall accrue from the time the CONTRACTOR employee or equipment arrives at the City of Naperville work location and shall end when the CONTRACTOR employee or equipment leaves the City of



Naperville work location. Hours worked shall be rounded to the nearest quarter-hour. The CONTRACTOR shall effectively track and document all billable units.

- c. When two or more substantially similar jobs are scheduled for the same day, only one mobilization charge shall apply. Travel between worksites within the City of Naperville shall be counted as billable time.
- d. Travel time to and from the City of Naperville shall not be charged as billable hours. All travel and transportation costs shall be included in the applicable unit price for Mobilization.
- e. No fuel or mileage charges shall apply. All travel and transportation costs shall be included in the applicable unit price for Mobilization. Fuel costs shall be included in the hourly or daily equipment rates.
- f. Lunch periods and other interruptions of work, when not related to City of Naperville business, shall not be charged as billable time.
- g. CONTRACTOR employees shall not accrue premium hours by working through lunch unless approved by the City Representative.
- h. Premium (1.5X Overtime) rates shall apply:
  - i. When the City Representative directs the CONTRACTOR to work before 7:00 AM or after 5:00 PM, or
  - ii. When the employee works at a City of Naperville job for more than eight consecutive hours due to operational emergency, or
  - iii. When the City Representative directs the CONTRACTOR to work on Saturdays.
- i. Premium (2X Overtime) rates shall apply:
  - i. When the employee works at a City of Naperville job for more than sixteen consecutive hours due to operational emergency, or
  - ii. When the City Representative directs the CONTRACTOR to work on Sundays or designated holidays.
- j. Upon receipt of the Notice of Contract Award, the CONTRACTOR shall submit a list of no more than ten holidays during which 2X Overtime premium rates will apply. If the CONTRACTOR fails to submit a list of holidays, then the City of Naperville holiday schedule shall apply.
- k. Premium hours (1.5X Overtime and 2X Overtime) shall be approved in advance by the City Representative.
- l. 1.5X Overtime and 2X Overtime premium rates shall be indicated in the bid proposal worksheet.
- m. The Excavation Shoring charge shall apply for each day that shoring is used on the job.
- n. The Jobsite Lighting charge shall apply for each night that the lighting is used on the job.
- o. Hourly charges for equipment shall accrue only for the hours during which the equipment is operated, or during which the equipment is held on site for anticipated use. No equipment charges shall accrue for equipment that is left on site awaiting transport. Likewise, no equipment charges shall accrue for equipment that is delivered early and is awaiting the start of work.
- p. Equipment Operator charges shall accrue only when a designated Equipment Operator is on site to operate excavation equipment.

- q. Truck and driver costs associated with equipment Mobilization & Transport shall be included in the Mobilization & Transport unit costs for those items. There shall be no hourly labor charges for transportation of equipment to or from a job site.
- r. Trucks and trailers used solely for the delivery of equipment to the jobsite shall be included in the unit cost of Mobilization & Transport and shall not be billable at hourly rates. There shall be no hourly equipment charges for transportation of equipment to or from a job site.

**SC-19      PROGRESS PAYMENTS AND LIEN WAIVERS**

- a. The CONTRACTOR shall apply for Payment for each completed job assigned by the City Representative. When more than one job is assigned and/or completed in a single day, the CONTRACTOR shall submit a single Application for Payment for the entire day's work.
- b. The Application for Payment shall be accompanied (except as previously delivered) by:
  - i. copies of all applicable Daily Work Reports.
  - ii. all other documentation called for in the Contract Documents
  - iii. complete and legally effective releases or waivers (satisfactory to the CITY REPRESENTATIVE) of all Lien rights arising out of or Liens filed in connection with the Work, including SUB-CONTRACTOR and supplier waivers.
- c. All Applications for Payment shall follow the format and contain all information designated in the Example Application for Payment forms included in this bid.

**SC-20      WARRANTY**

- a. All materials provided by the CONTRACTOR shall be warranted against defects for a period of one year after installation.
- b. All workmanship by the CONTRACTOR shall be warranted for a period of one year after completion of the work.
- c. The City Representative shall notify the CONTRACTOR in writing within 30 days of discovering defective work that is believed to be under warranty.
- d. Warranty corrective work shall follow the procedures specified for "Corrective Work".

**SC-21      CORRECTIVE WORK**

- a. The following provisions shall remain in force during the contract period and throughout the warranty period.
- b. Any work that fails to comply with this bid specification may be rejected by the City Representative.
- c. The City Representative shall notify the CONTRACTOR in writing of any work that is rejected and shall specify the reasons for rejection.
- d. Within 15 days of receiving notice of rejected work, the CONTRACTOR shall submit a written proposal to the City Representative detailing the proposed corrective action for each item of rejected work.

- e. The CONTRACTOR shall not proceed with corrective action until the City Representative has approved the proposed corrective action.
- f. The CONTRACTOR shall proceed with corrective action within 30 days after the City Representative approves the proposed corrective action.
- g. The City Representative may allow longer time periods for completion of corrective actions when required by weather conditions or other factors that are beyond the CONTRACTOR's control.
- h. All corrective work must meet the standards and specifications set forth in this bid.
- i. All corrective work shall be performed at no cost to the City of Naperville, except that additional work not specified in the original assignment shall be billed at the unit costs specified in this bid.
- j. The City reserves the right to withhold payments until corrective work is completed to the satisfaction of the City Representative.

## **SC-22 FEDERAL, STATE AND LOCAL STANDARDS**

The applicable portions of the following specifications, henceforth referred to as standard specifications, shall serve as General Specification for the referenced project unless otherwise modified by these contract documents:

The Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction, latest edition, hereinafter referred to as the Standard Specifications.

The IDOT Supplemental Specifications and Recurring Special Provisions, latest edition.

Additionally, all work shall also be in accordance with the following Specifications, Manuals and Codes:

The Standard Specifications for the City of Naperville, latest edition.

The Illinois Society of Professional Engineers (ISPE) Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.

The Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

The American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, latest edition.

The American National Standards Institute (ANSI) National Electric Safety Code, latest edition.

The National Electric Manufacturers Association (NEMA) Standards Publication for Traffic Control Systems, latest edition.

- Code of Federal Regulations (CFR) 29 – Part 1910 Occupation Safety and Health Standards, Electric Power Generation, Transmission and Distribution.

In the event of conflict between these Special Provisions and the above-listed Specifications, Manuals and Codes, the Special Provisions shall take precedence and shall govern. Coordination between Plans, Specifications and Special Provisions shall be in accordance with Supplementary Conditions, SC-4.

All materials and each part of the work may always be subject to observation by the City and Project Manager. The Project Manager will visit the site and determine if the work is proceeding in accordance with the plans and specifications. The Project Managers duty to conduct observations and construction review of the CONTRACTOR's performance does include review of the adequacy of the CONTRACTOR's safety measures (following OSHA guidelines) in or near the construction site.

The CONTRACTOR shall supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction except as limited by the specifications.

Any reference to "inspection" or "supervision" by the Engineer in the Standard Specifications shall be changed to "observation".

**Any work shown on the project drawings or specified herein for which there is no bid item in the schedule of prices of the proposal shall not be paid for separately but shall be considered incidental to a logical bid item.**

## **SC-23      DEFINITIONS**

Throughout the Special Conditions the following definitions shall apply:

**City** - City of Naperville, Illinois

**Owner** - City of Naperville, Illinois

**NDPW** - Naperville Department of Public Works

**NDPU** - Naperville Department of Public Utilities

**TED** – Transportation, Engineering and Development Business Group

**IDOT** - Illinois Department of Transportation

**Engineer** - The Director of NDPU or his authorized representative

**City Inspector** or **Inspector** - The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work or material, therefore.

**CONTRACTOR** - The individual, partnership, firm or corporation contracting with the City for performance of the prescribed work.

**Contract** - A written agreement between City and CONTRACTOR setting forth the obligations of the parties in accordance with Article 101.09 of the Standard Specifications.

**SC-24 EASEMENTS AND PERMITS**

The CONTRACTOR will, prior to the start of construction, obtain necessary State, County and Township permits and easements on public and private properties, as required to perform the work outlined under this contract. It shall be the CONTRACTOR's responsibility to conduct his operations in such a manner to comply with all provisions and conditions of the permits and easements. The CONTRACTOR shall also provide performance bonds and insurance required of him by the permits and easements. The cost of providing bonds and insurance and complying with the provisions and conditions of the permits and easements shall be considered incidental to the cost of construction.

**The CONTRACTOR shall be responsible for complying with easement and permit requirements and any damage to the roadways and associated structures and shall make any repairs as required to repair such roadways and structures to the satisfaction of the jurisdictional agency at his sole expense.**

It shall be the CONTRACTOR's responsibility to keep all materials and machinery within the easements which have been provided as shown on the plans and liability rests with him for damage to any areas outside of said easements.

**SC-25 SCHEDULE OF PROGRESS AND COMPLETION**

Bidders shall note the amount of time in which they are required to complete the work. Before the start of construction, the CONTRACTOR shall submit to the Project Manager a tentative construction schedule showing the order of the work, the time for starting each portion, and the approximate time for construction of each portion.

The rate of progress shall be as nearly uniform as practicable and shall be such that all work under this contract will be completed within the time stipulated in the Offer to Contract, or on or before the later date to which the time of completion may have been extended by the City.

If, at any time, the Project Manager believes the work under this contract is unnecessarily delayed and will not be finished in the prescribed time, he will notify the CONTRACTOR in writing. If the CONTRACTOR has not, within ten (10) days thereafter, taken such measures as will, in the judgement of the Project Manager, insure the satisfactory completion of the work under this contract on or before the date specified in the Offer to Contract, then the Project Manager may notify the CONTRACTOR to discontinue all work under the contract in accordance with the provisions of this section entitled "Cancellation of Contract".

**SC-26 ALTERNATE MATERIALS AND EQUIPMENT**

In any case, where a specific material or equipment is mentioned in the specifications or on the plans, it is understood and construed as meaning to indicate only the type of material or equipment desired and is not intended in any way to bar the use of any material or equipment or makes of equal quality.

In order that all bids may be evaluated on the same basis, however, the CONTRACTORS shall use material or equipment mentioned in the specifications or on the plans in arriving at their basic bid on each item but may submit prices on alternate equipment if they so desire. Evaluation of bids will be based on the equipment or materials specified. The approval of any material or equipment other than that specified shall be obtained in writing from the engineer before the contract is awarded; otherwise, it shall be assumed that the CONTRACTOR will furnish the material or equipment specified.

Should the CONTRACTOR desire to use material or equipment other than that specified, he shall indicate in the place provided in the proposal the alternate material or equipment he proposes to use and the amount to be added to or deducted from the base bid if that item of material or equipment is used. All information required on the proposal shall be furnished. Full particulars on alternate equipment shall be submitted with the bids.

## **SC-27 SUBMITTALS**

Shop drawings, catalog cuts, technical data sheets, material data sheets, and/or certifications shall be provided for the following items to be incorporated into the work:

- a) Sanitary manholes and appurtenances
- b) Sanitary sewer pipe, manhole couplings and appurtenances
- c) Inlet protection
- d) Trench backfills.
- e) Temporary Pavement patch

Provide three copies of all submittals for review by the Engineer. **The CONTRACTOR, prior to submittal to the Engineer shall approve and stamp all submittals.** The Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken as follows:

“No Exceptions Taken” – Submittal is acceptable and associated work can proceed.

“Make Corrections Noted” – CONTRACTOR is to comply with markups and comments noted on the submittal. Work can proceed in accordance with the markups and comments. Resubmittal is not required.

“Amend-Resubmit” – Revise submittal to address comments, markups and notes. Resubmit corrected submittal for review. Work shall not proceed until resubmittal is acceptable.

“Rejected-Resubmit” – Product, material, equipment, etc., proposed is not acceptable. Provide revised submittal for review. Associated work shall not proceed.

## **SC-28 PROTECTION OF SITE**

The CONTRACTOR shall protect all underground and overhead utilities from damage during the progress of work. The CONTRACTOR shall remove all debris, broken or damaged equipment and unused material upon completion of the work, and shall leave the premises in a neat and presentable condition equal to that prior to the start of construction.

## **SC-29 TEMPORARY UTILITIES**

Should the CONTRACTOR wish to use utilities (including electricity and water) on a temporary basis to carry out the work specified herein, the CONTRACTOR shall make all arrangements necessary and shall pay all costs associated with connection to the utility. The CONTRACTOR shall also arrange to meter and to pay for all electric service. There will be charges for water usage.

It should be noted that telephone use shall be made on a separate telephone number from that of the City. The CONTRACTOR shall pay for all telephone services in connection with his construction.

#### **SC-30 RECORD DRAWINGS**

The CONTRACTOR shall, during the progress of the job, note all changes or deviations from the original drawing in accordance with GC-6.12. The CONTRACTOR shall provide the Engineer with a copy of all recorded dimensions and elevations. All manholes, bends and fittings shall be tied to a minimum of two permanent visible points (i.e., property irons and buildings). Deviations from changes in grade shall also be noted on the record drawings. **All CONTRACTORS and SUB-CONTRACTORS must keep all Record Documents up to date on a continuous basis. Failure to do so will result in withholding additional money from monthly payment requests.** Final payment will not be issued until the record drawings have been submitted to, reviewed and approved by the Engineer.

#### **SC-31 CLOSING OF ROADS**

The CONTRACTOR shall not close a lane unless he has all his equipment and materials on hand to expedite his operations and has the lane closed for a minimum amount of time. Note: CONTRACTOR shall not close any lanes on state highways without obtaining additional permission from IDOT. The CONTRACTOR shall schedule his operations to cause a minimum amount of inconvenience to the local traffic.

Forty-eight (48) hours prior to closing of a traffic lane, the CONTRACTOR shall notify the responsible City, State and County authorities and then comply with all state, county and municipal regulations for erecting barricades and warning signs and maintain them during the execution of the work.

Traffic control shall be as specified under Section 701, Work Zone Traffic Control, of the Standard Specifications and these Special Provisions.

#### **SC-32 EXISTING SEWER, DRAIN TILE AND COMMUNICATION DUCTS**

Existing sewers, culverts, drain tiles, communication ducts, or other underground utilities may be encountered at some locations during construction. Wherever existing sewers, culverts, drain tile or communication ducts are encountered during construction, care shall be taken to minimize disturbance to the utility or other underground utilities and to completely restore any portion of the utility which is disturbed. When the utility will cross over the trench, a section of ductile iron pipe or other approved method shall be installed across the trench with bedding on undisturbed ground on each side of the trench. Connection shall be made to the existing utility on each side of the trench. Should a drain tile be encountered, the contractor shall make necessary repair as directed by Engineer.

Where utilities running parallel to the new utility have settled or caved into the trench, it shall be re-constructed on firm bedding. If the utility is located parallel and within the trench of the proposed utility, it shall be replaced as directed by the Engineer and/or the utility owner.

**SC-33 UTILITY PROTECTION AND RELOCATION**

The locations, size, material, description, or type of existing underground utilities indicated on the plans are not represented as being accurate, sufficient, or complete.

Prior to the start of construction, the CONTRACTOR shall arrange to have all underground utilities including water, gas, electric, storm sewer, telephone, traffic signal controls and cable TV located and suitably marked. The CONTRACTOR shall excavate in advance of his work, at all locations where utilities are shown on the plans or marked in the field which crosses the proposed improvements. The CONTRACTOR shall report all potential conflicts to the City. Additional costs to relay ducts, water mains or manholes resulting from the failure of the CONTRACTOR to locate these utility conflicts sufficiently in advance of his work shall be borne by the CONTRACTOR.

Should a utility conflict with the proposed construction, the Engineer shall be notified immediately. If utilities interfere with the construction alignment, the Engineer may alter the alignment of the proposed pipe/duct or arrange to have the utility relocated. Should the alignment be altered in the field, the CONTRACTOR shall be paid for the quantities of work performed in accordance with these specifications and no additional payment shall be made for any additional excavation.

Should a utility outside of the trench width and not in direct conflict with the proposed improvement be encountered, the CONTRACTOR shall protect it or have it relocated at his own expense. Likewise, water, gas and other lines shall be protected at no additional expense to the City and without claim by the CONTRACTOR for delays due to service lines encountered. Should a utility be located parallel to the proposed sewer and within the maximum trench width as defined in the Standard Specifications, or in direct grade conflict with the grade of the proposed improvement, arrangements shall be made for the utility to be protected or if protection is not feasible to arrange for the utility to be relocated. Utility relocation shall be as directed by the Engineer.

The costs to locate and protect the utilities shall not be paid for separately but shall be considered incidental to the associated duct bank item. The costs to relocate the utilities shall be paid under special provisions stated herein.

**SC-34 SANITARY FACILITIES**

The CONTRACTORS shall note that portable toilet facilities must be provided for their workers. Costs for this item shall be considered incidental to the contract.

**SC-35 CLEAN UP**

The cost of cleanup operations shall be spread evenly through the bid items on the proposal. The cleanup shall consist of removing all debris from the jobsite, to include removal of all excess dirt, pipe pieces, lumber scraps, paper cups, etc., left by the CONTRACTOR's forces. **Roadways, bike paths and sidewalks shall be swept daily or more frequently if necessary.** If the CONTRACTOR fails to clean and sweep streets as indicated or required by the Project Manager, the City representative shall order street cleaning/sweeping by another vendor and deduct the cost involved from monies due the CONTRACTOR. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations, including jetting and resurfacing, are completed.



**SC-36 NOISE LIMITATIONS**

By City Ordinance, equipment and trucks **shall not be started or operated** before 7:00 a.m. or after 7:00 p.m. Monday through Saturday.

**SC-37 DISPOSAL OF MATERIAL**

The CONTRACTOR is prohibited from burning any material on or adjacent to the improvement.

The CONTRACTOR shall be responsible for satisfactory removal of all waste material, asphalt, concrete, stone, excess dirt, or debris generated in the course of the work. All removal or excess excavation items being disposed of shall be hauled away from the site of the improvement by the CONTRACTOR and the Owner will provide a dump site at 1800 South Washington. Disposal of excess material qualifying as Clean Construction or Demolition Debris (CCDD) shall be following the Illinois Environmental Protection Act as amended by Public Act 096-1416.

No extra compensation will be allowed from the CONTRACTOR for any expense incurred by complying with the requirements of this Special Condition except as indicated/modified in Special Provisions.

The CONTRACTOR shall load the excess material, remove pieces of curb and gutter, sidewalk, driveways, and street pavements directly into trucks, haul it away and dispose of it. The temporary storing of excavated and removed materials on the parkways and handling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkway turf, landscaping materials, existing equipment, and conditions. The stockpiling of excavated material within the roadway overnight shall not be permitted.

**SC-38 PRESERVATION AND/OR REPLACEMENT OF TREES AND SHRUBS**

The CONTRACTOR shall remove only those trees and shrubs so designated on the plans or as directed by the Project Manager, or those which directly interfere with the safety or quality of construction practices. The CONTRACTOR shall notify the City representative a minimum of two (2) days in advance of removal of trees which affect safety. The CONTRACTOR shall exercise extreme care when working near existing trees and shrubs to avoid damaging those not scheduled for removal and shall replace any damaged plants at his own expense. The CONTRACTOR shall protect all other trees, bushes and landscaping features. Trees removed or damaged by the CONTRACTOR which have not been designated for removal shall be replaced by the CONTRACTOR at no cost to the City. Trees to have branches or roots pruned shall be made in a neat and clean manner (i.e., with a saw or shears) and not torn or broken with construction equipment.

Trees shall be installed a minimum of five (5) feet horizontally from sanitary sewers, sanitary services, water mains, and water services. Trees shall be installed a minimum of ten (10) feet horizontally from utility structures and appurtenances, including, but not limited to, manholes, valve vaults, valve boxes and fire hydrants.

**SC-39 WATER FOR CONSTRUCTION PURPOSES**

City water for construction purposes will be available to the CONTRACTOR at his cost according to the rates in effect at the time of usage. The CONTRACTOR will use water only from a location approved by the NDPU Water and Wastewater. If approved, the procedure for securing the city meter is:

The CONTRACTOR shall contact:

**NDPU - Water Service Center  
(630)420-6137  
1200 W. Ogden Avenue  
Naperville, Illinois 60563-2918**

The CONTRACTOR shall submit to the NDPU a check payable to the City of Naperville for \$150.00 as a deposit and sign out for three-quarter inch (3/4) water meter or \$500.00 for a fire hydrant meter that will fit a 3" hose. Upon completion of the project, or whenever the water meter and water are no longer required, the CONTRACTOR shall return the meter in good condition to the same location. The balance of this deposit will be processed for repayment after the deduction of the money charged towards the number of gallons of water used.

**NAPERVILLE, ILLINOIS**  
**EXCAVATION AND UNDERGROUD UTILITY REPAIR**  
**BID # 24-029**

**LIST OF ATACHMENTS**

1. QUALIFICATIONS AND REFERENCES
2. USE OF WATER HYDRANT
3. DAILY REPORTS
4. EXAMPLE PAY REQUEST

**LIST OF DRAWINGS**

5. STANDARD 701501-06
6. STANDARD 701801-06
7. STANDARD 701901-07
8. SANITARY MANHOLE DETAIL
9. SANITARY FRAME AND COVER
10. TRENCH SECTION FOR PVC PIPE
11. SANITARY MANHOLE REPLACEMENT
12. C05-042
13. C05-069
14. C06-027
15. 1405 E GARTNER

<b>CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER</b>		
<b>EXCAVATION AND UNDERGROUND UTILITY REPAIR</b>		
<b>BID 24-029</b>		
<b>STATEMENT OF CONTRACTOR QUALIFICATIONS</b>		
<b>Contractor Name</b>		
<b>Contractor Address</b>		
<b>Contact Name</b>		
<b>Contact Phone Number</b>		
<b>Contact E-Mail</b>		
<b>NUMBER OF YEARS IN BUSINESS</b>		
<b>TOTAL NUMBER OF EMPLOYEES</b>		
<b>CONTRACTOR EMPLOYEE LISTING</b>		
<b>Employee Name</b>	<b>NUMBER OF YEARS EXPERIENCE IN WATER AND SEWER UTILITY REPAIRS</b>	<b>NUMBER OF YEARS WITH THIS CONTRACTOR</b>

(ATTACH CONTRACTOR REFERENCE SUBMITTAL)

<div>CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER</div> <div>EXCAVATION AND UNDERGROUND UTILITY REPAIR</div> <div>BID 24-029</div> <div>CONTRACTOR REFERENCE SUBMITTAL</div>		
CONTRACTOR NAME		
SUBMITTAL DATE		
MUNICIPAL REFERENCE #1		
NAME OF MUNICIPALITY		
CONTACT NAME/TITLE		
CONTACT PHONE NUMBER		
CONTACT E-MAIL		
START DATE OF CONTRACT		
END DATE OF CONTRACT		
TOTAL VALUE OF COMPLETED WORK THIS CONTRACT		
TYPES OF WORK PERFORMED		

<div>CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER</div> <div>EXCAVATION AND UNDERGROUND UTILITY REPAIR</div> <div>BID 24-029</div> <div>CONTRACTOR REFERENCE SUBMITTAL</div>		
CONTRACTOR NAME		
SUBMITTAL DATE		
MUNICIPAL REFERENCE #2		
NAME OF MUNICIPALITY		
CONTACT NAME/TITLE		
CONTACT PHONE NUMBER		
CONTACT E-MAIL		
START DATE OF CONTRACT		
END DATE OF CONTRACT		
TOTAL VALUE OF COMPLETED WORK THIS CONTRACT		
TYPES OF WORK PERFORMED		

<div>CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER</div> <div>EXCAVATION AND UNDERGROUND UTILITY REPAIR</div> <div>BID 24-029</div> <div>CONTRACTOR REFERENCE SUBMITTAL</div>		
CONTRACTOR NAME		
SUBMITTAL DATE		
MUNICIPAL REFERENCE #3		
NAME OF MUNICIPALITY		
CONTACT NAME/TITLE		
CONTACT PHONE NUMBER		
CONTACT E-MAIL		
START DATE OF CONTRACT		
END DATE OF CONTRACT		
TOTAL VALUE OF COMPLETED WORK THIS CONTRACT		
TYPES OF WORK PERFORMED		

## 8-2C-11: - USE OF WATER FROM FIRE HYDRANTS:

1. Use of water from fire hydrants except as authorized by the Department of Public Utilities is not allowed. Except for Naperville Fire Department firefighting and flow testing, all fire hydrant usage will be measured with a water meter affixed to a designated fire hydrant.
2. In special circumstances, portable water meters with proper backflow prevention devices attached may be obtained from the Department of Public Utilities for use of water from fire hydrants upon payment of a security deposit of five hundred dollars (\$500.00) for a three-inch meter or one hundred fifty dollars (\$150.00) for a five-eighths inch by three-fourths inch ( $\frac{5}{8}$ "  $\times$   $\frac{3}{4}$ " ) meter.
  - 2.1. A portable water meter permit shall be valid only for thirty (30) days, after which time the portable meter shall be returned by the customer to the Department of Public Utilities for meter reading and inspection. At the end of each 30-day period, the Department will determine if the permit is to be continued or canceled.
  - 2.2. Monthly rental charges for portable meters shall be billed at the rate of thirty-six dollars and fifty cents (\$36.50) per month for a three-inch meter and three dollars and twenty-five cents (\$3.25) per month for a five-eighths inch by three-fourths inch ( $\frac{5}{8}$ "  $\times$   $\frac{3}{4}$ " ) meter.
  - 2.3. In addition to the monthly meter rental, minimum monthly charges for the volume of water used shall be billed at the rate of ten dollars (\$10.00) if less than five hundred thirty-five (535) cubic feet of water are used during the month. If more than five hundred thirty-five (535) cubic feet of water are used during the month, volume charges shall be assessed in accordance with the rates published in Subsection 8-2C-3.1 of this Article for commercial customers.
  - 2.4. If the portable water meter is returned undamaged and in satisfactory working condition, the security deposit will be refunded.
  - 2.5. If, however, the portable meter or its assembly is lost or damaged in any way, the actual cost to repair such damage shall be deducted from the deposit.
  - 2.6. If the deposit amount is insufficient to cover the replacement cost of a lost meter or the cost to repair a damaged meter, the customer shall be billed accordingly.
3. Water use from water metering stations designated by the Department of Public Utilities may be allowed upon application and the issuance of a permit by the Department.
  - 3.1. Minimum monthly charges for the volume of water used from designated water metering stations shall be billed at the rate of ten dollars (\$10.00) if less than five hundred thirty-five (535) cubic feet of water are used during the month.
  - 3.2.



If more than five hundred thirty-five (535) cubic feet of water are used during the month, volume charges shall be assessed in accordance with the rates published in Subsection 8-2C-3.1 of this Article for commercial customers.

(Ord. 92-234, 12-15-1992; Ord. No. 97-45, 4-15-1997)

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER
EXCAVATION AND UNDERGROUND UTILITY REPAIR
BID #24-029
CONTRACTOR'S DAILY WORK REPORT
COVER SHEET
CONTRACTOR NAME
DATE OF WORK
DATE SUBMITTED
LOCATION OF WORK
SHORT DESCRIPTION OF WORK

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER	
EXCAVATION AND UNDERGROUND UTILITY REPAIR	
BID #24-029	
CONTRACTOR'S DAILY WORK REPORT	
LABOR RECORD	
(USE ADDITIONAL SHEETS AS NEEDED TO LIST ALL EMPLOYEES)	
EMPLOYEE NAME	
LABOR CLASSIFICATION (FROM BID CALCULATION WORKSHEET)	
TIME STARTED WORK AT SITE	
START OF LUNCH BREAK	
END OF LUNCH BREAK	
TIME FINISHED WORK AT SITE	
TOTAL HOURS WORKED	
MOBILIZATION COST	
TOTAL REGULAR HOURS	
REGULAR RATE	
TOTAL COST OF REGULAR HOURS	
TOTAL 1.5X OVERTIME HOURS	
1.5X OVERTIME RATE	
TOTAL 1.5X OVERTIME COST	
TOTAL 2X OVERTIME HOURS	
2X OVERTIME RATE	
TOTAL 2X OVERTIME COST	
TOTAL COST THIS EMPLOYEE THIS DAY	

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER	
EXCAVATION AND UNDERGROUND UTILITY REPAIR	
BID #24-029	
CONTRACTOR'S DAILY WORK REPORT	
VEHICLE AND EQUIPMENT RECORD	
(USE ADDITIONAL SHEETS AS NEEDED TO LIST ALL EQUIPMENT)	
EQUIPMENT ID OR FLEET NUMBER	
EQUIPMENT CLASSIFICATION (FROM BID CALCULATION WORKSHEET)	
TIME ARRIVED ARRIVED AT WORKSITE	
TIME EQUIPMENT LEFT WORKSITE	
TOTAL HOURS	
HOURLY RATE	
TOTAL HOURLY COST	
MOBILIZATION COST	
TOTAL COST THIS ITEM THIS DAY	

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER
EXCAVATION AND UNDERGROUND UTILITY REPAIR
BID #24-029
CONTRACTOR'S DAILY WORK REPORT
SUBCONTRACTOR RECORD
(USE ADDITIONAL SHEETS AS NEEDED TO LIST ALL SUBCONTRACTORS)
(ATTACH SUBCONTRACTOR INVOICES TO PAY REQUEST)
SUBCONTRACTOR NAME
OVERALL SCOPE OF SUBCONTRACTOR WORK
WORK PERFORMED THIS DAY

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER	
EXCAVATION AND UNDERGROUND UTILITY REPAIR	
BID #24-029	
CONTRACTOR'S DAILY WORK REPORT	
CONTRACTOR PROVIDED MATERIALS RECORD	
(USE ADDITIONAL SHEETS AS NEEDED TO LIST ALL MATERIALS)	
(ATTACH SUPPLIER INVOICES TO PAY REQUEST)	
DESCRIPTION/QUANTITY OF MATERIALS	
SUPPLIER NAME	
COST	

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER	
EXCAVATION AND UNDERGROUND UTILITY REPAIR	
BID #24-029	
CONTRACTOR'S DAILY WORK REPORT	
RENTAL EQUIPMENT RECORD	
(USE ADDITIONAL SHEETS AS NEEDED TO LIST ALL MATERIALS)	
(ATTACH SUPPLIER INVOICES TO PAY REQUEST)	
EQUIPMENT DESCRIPTION	
SUPPLIER NAME	
HOURLY/DAILY UNIT COST	
TOTAL HOURS/DAYS	
TOTAL COST THIS ITEM THIS DAY	

CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES-WATER
EXCAVATION AND UNDERGROUND UTILITY REPAIR
BID #24-029
CONTRACTOR'S DAILY WORK REPORT
DETAILED DESCRIPTION OF WORK PERFORMED
(USE ADDITIONAL SHEETS AS NEEDED TO LIST COMPLETE SCOPE OF WORK)



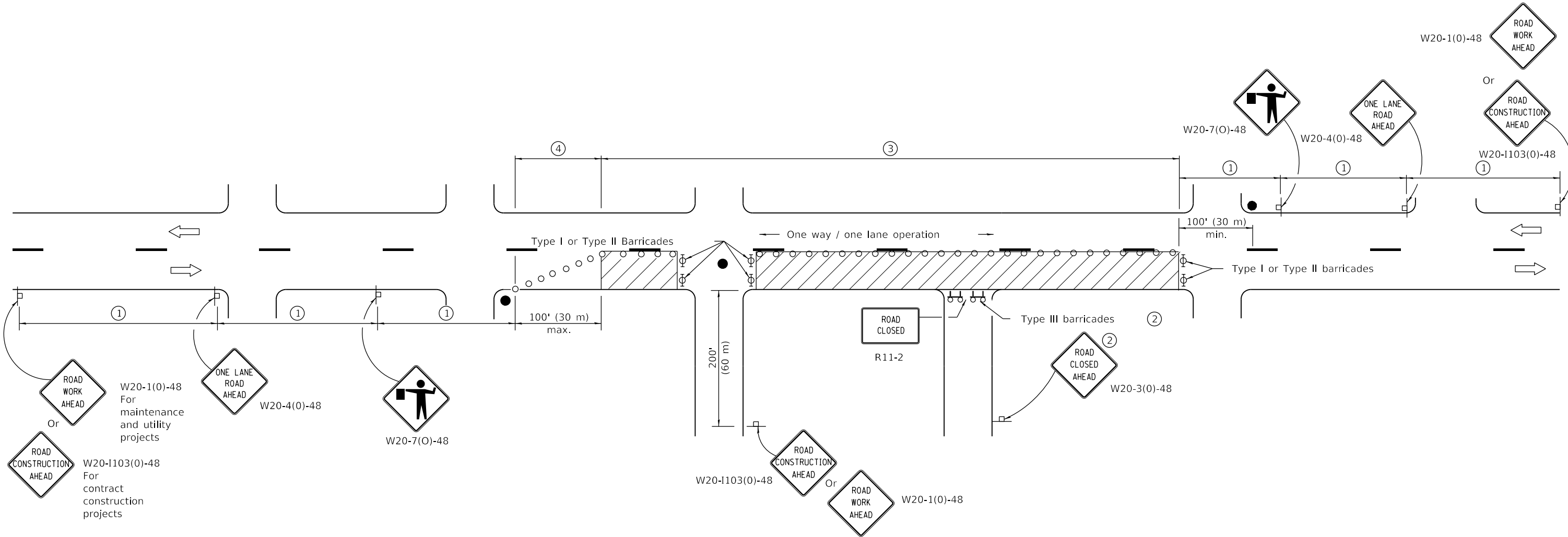
**CITY OF NAPERVILLE DEPARTMENT OF PUBLIC UTILITIES - WATER  
EXCAVATION AND UNDERGROUND UTILITY REPAIR  
BID 24-029**

**EXAMPLE PAY REQUEST**

*Pay Requests shall contain all information shown below, but are not required to follow the exact format of this example.*

Payable Item Description	Unit of Measure	Unit Cost	Unit Quantity	Extended Cost
Total Completed This Period				
Pay Request Number				
Pay Request Date				
Original Contract Amount				
Total Changes to Date				
Current Contract Amount				
Total Completed to Date				
Previously Paid				
Amount Due This Pay Request				

(Attach copies of subcontractor and supplier invoices and itemize markup costs.)



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

**SYMBOLS**

- Work area
- Cone, drum or barricade (not required for moving operations)
- Sign on portable or permanent support
- Flagger with traffic control sign
- Barricade or drum with flashing light
- Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

**GENERAL NOTES**

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to
	English (metric).
	Corrected sign No.'s.

**URBAN LANE CLOSURE,  
2L, 2W, UNDIVIDED**

**STANDARD 701501-06**

Illinois Department of Transportation

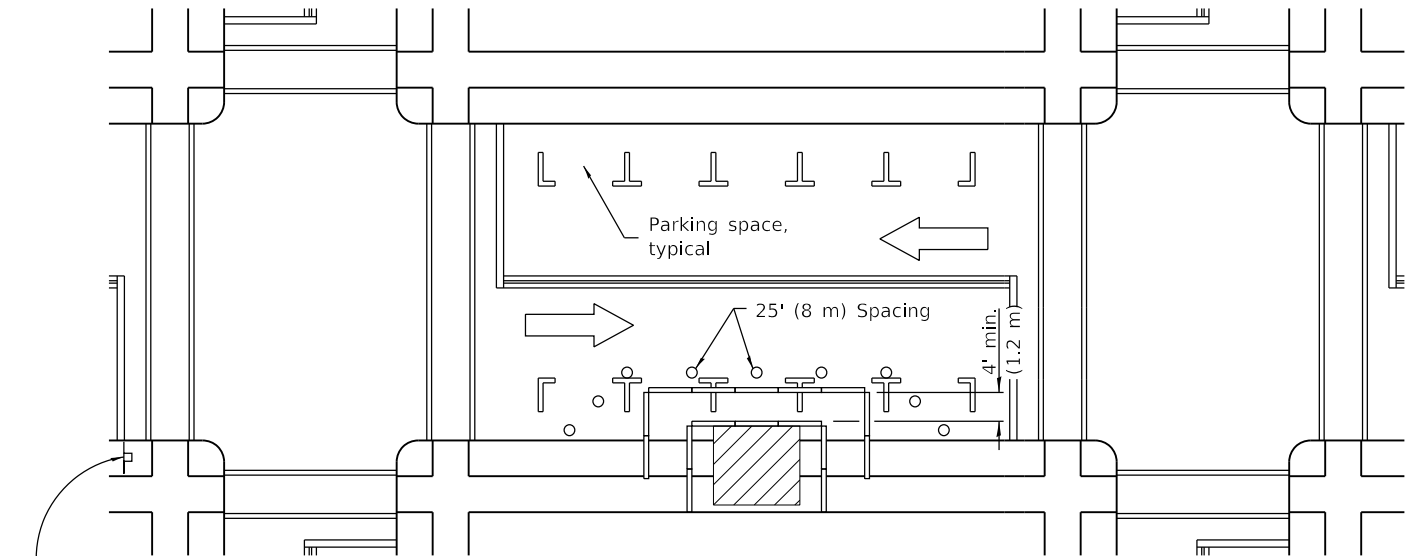
PASSED  
January 1, 2011

APPROVED  
January 1, 2011

ISSUED 1-1-97

ENGINEER OF SAFETY ENGINEERING

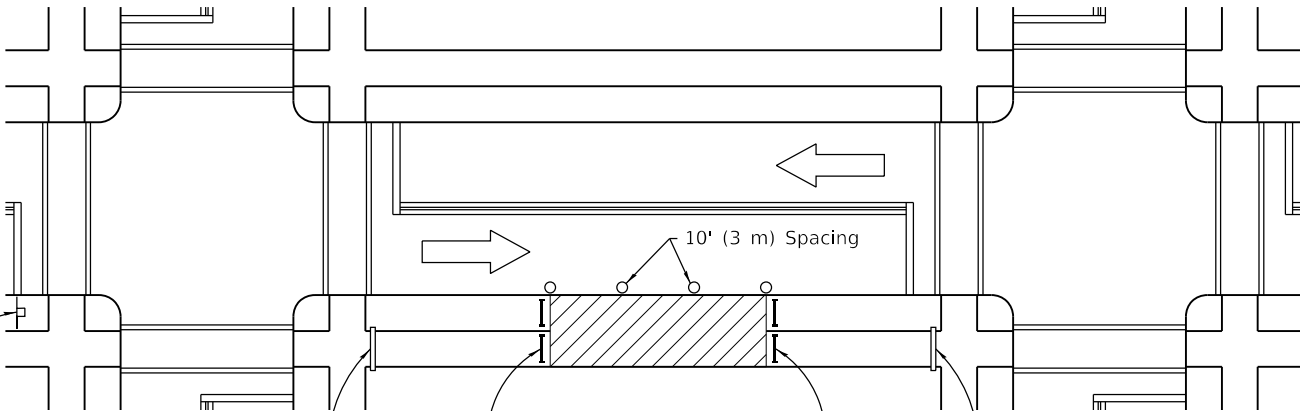
ENGINEER OF DESIGN AND ENVIRONMENT



① ROAD CONSTRUCTION AHEAD  
W20-I103(0)-48 for contract construction projects

Or  
① ROAD WORK AHEAD  
W20-1(0)-48 for maintenance and utility projects

**SIDEWALK DIVERSION**



① ROAD CONSTRUCTION AHEAD  
W20-I103(0)-48 for contract construction projects

Or  
① ROAD WORK AHEAD  
W20-1(0)-48 for maintenance and utility projects

SIDEWALK CLOSED  
←  
USE OTHER SIDE  
R11-I102-2430

SIDEWALK CLOSED  
R11-I101-2418

SIDEWALK CLOSED  
→  
USE OTHER SIDE  
R11-I102-2430

**SIDEWALK CLOSURE**

**SYMBOLS**

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

**GENERAL NOTES**

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

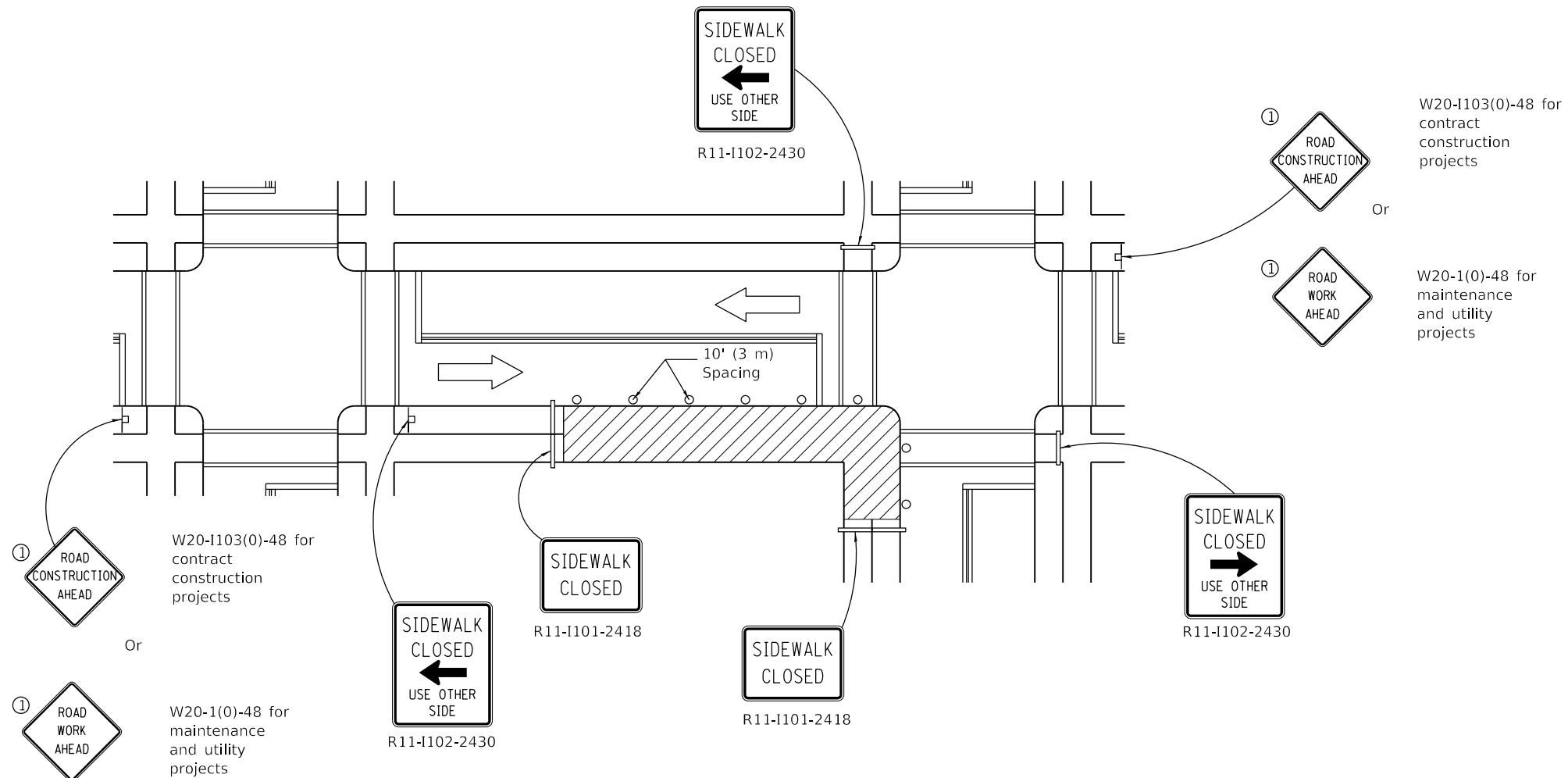
DATE	REVISIONS
4-1-16	Omitted orange safety fence
	from standard as this is
	covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of
	plan views. Renamed Std.

**SIDEWALK, CORNER OR CROSSWALK CLOSURE**

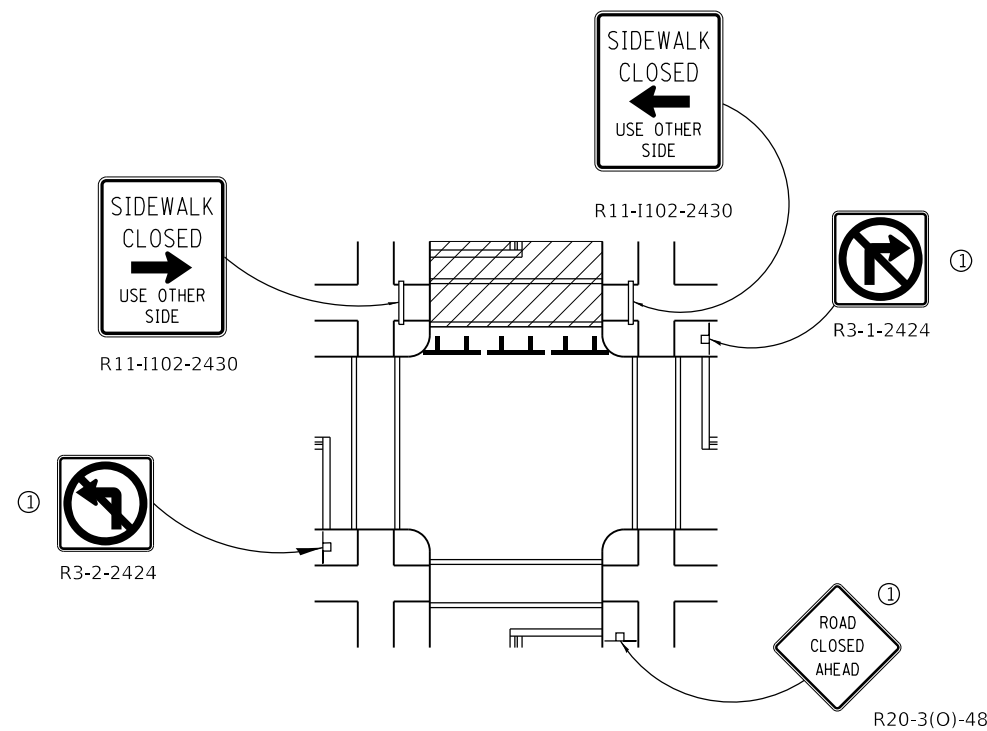
(Sheet 1 of 2)

**STANDARD 701801-06**

Illinois Department of Transportation	
PASSED	April 1, 2016
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	
ISSUED 1-1-97	



**CORNER CLOSURE**



**CROSSWALK CLOSURE**

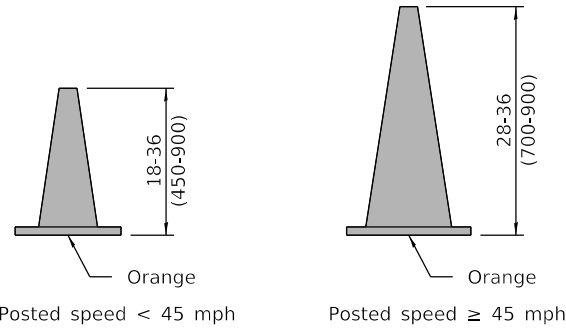
**SIDEWALK, CORNER OR  
CROSSWALK CLOSURE**

(Sheet 2 of 2)

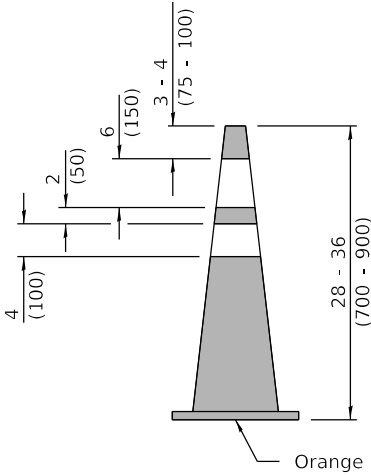
**STANDARD 701801-06**

Illinois Department of Transportation	
PASSED	April 1, 2016
<i>[Signature]</i>	
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
<i>[Signature]</i>	
ENGINEER OF DESIGN AND ENVIRONMENT	

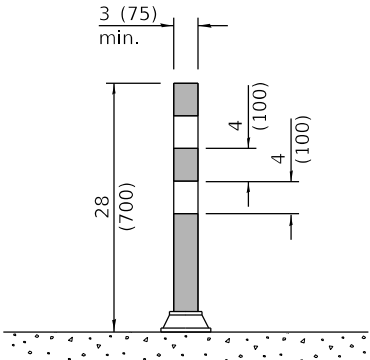
ISSUED 1-1-97



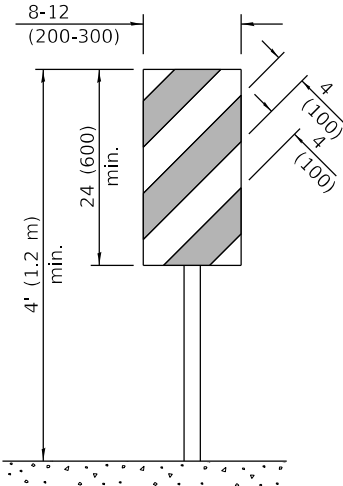
**CONE FOR DAYTIME**



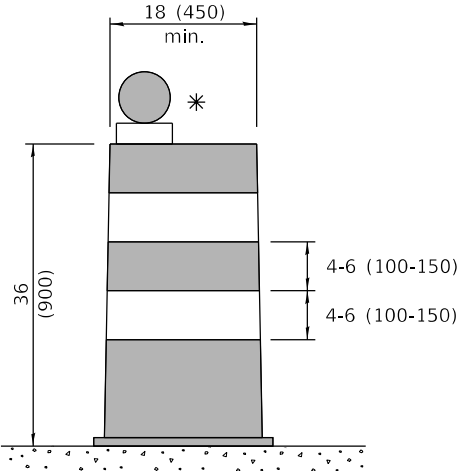
**REFLECTORIZED CONE FOR NIGHTTIME**



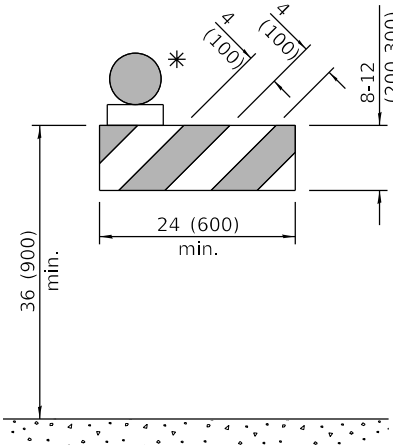
**TUBULAR MARKER**



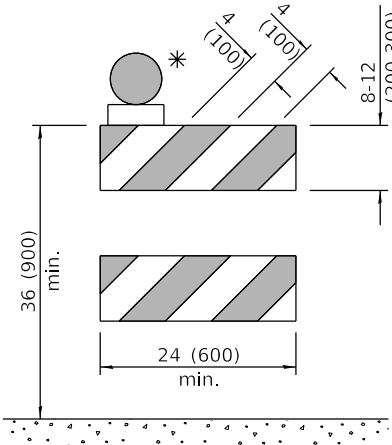
**VERTICAL PANEL POST MOUNTED**



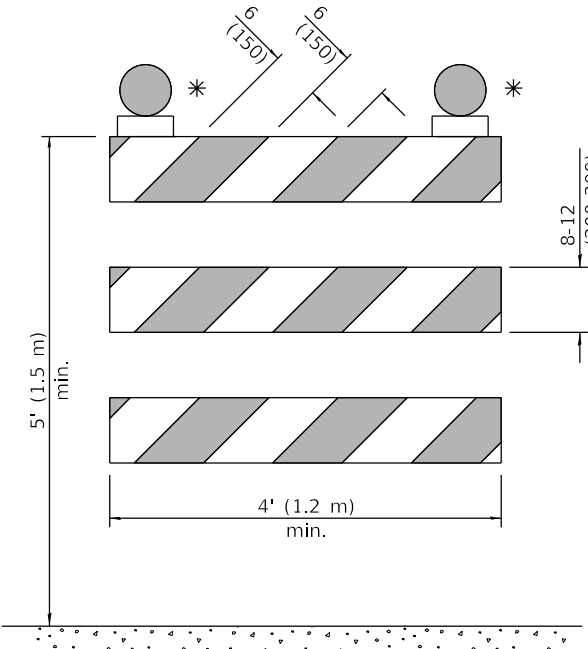
**DRUM**



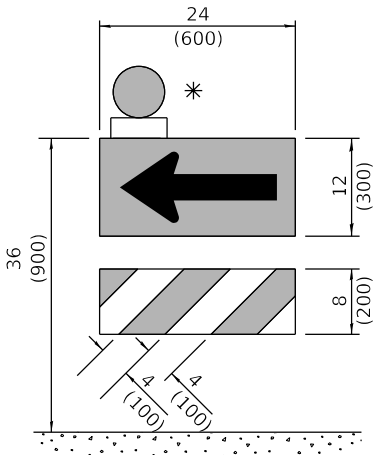
**TYPE I BARRICADE**



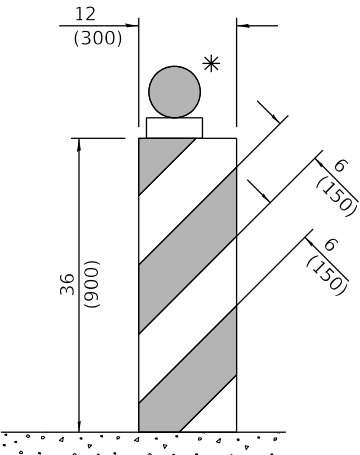
**TYPE II BARRICADE**



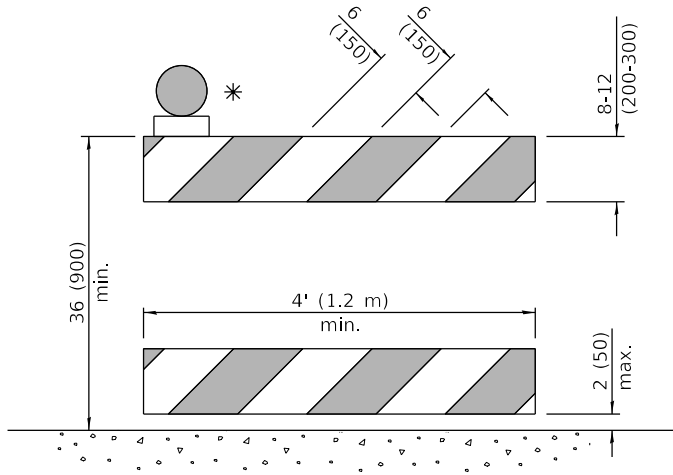
**TYPE III BARRICADE**



**DIRECTION INDICATOR BARRICADE**



**VERTICAL BARRICADE**



**DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE**

\* Warning lights (if required)

**GENERAL NOTES**

All heights shown shall be measured above the pavement surface.


All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from
	orange to white background.
1-1-17	Changed FLEXIBLE DELINEATOR
	to TUBULAR MARKER.

**TRAFFIC CONTROL DEVICES**


(Sheet 1 of 3)

**STANDARD 701901-07**



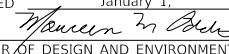
Illinois Department of Transportation

PASSED January 1, 2018



ENGINEER OF OPERATIONS

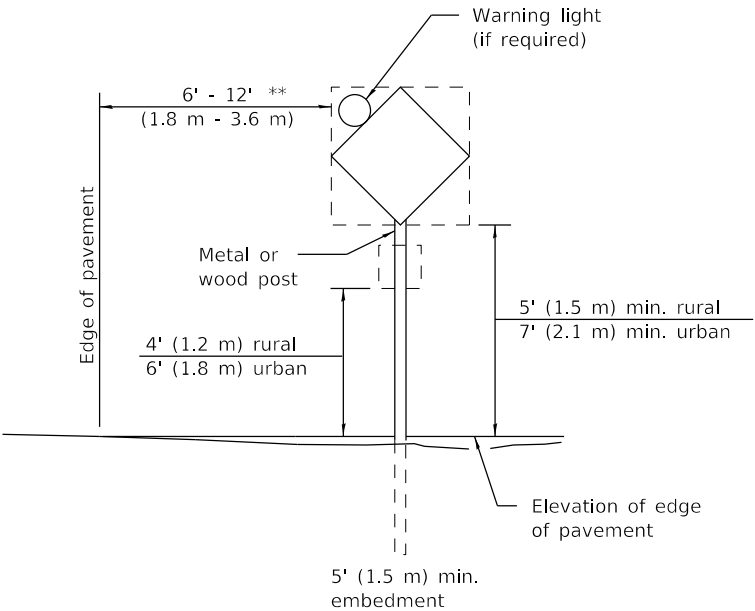
APPROVED January 1, 2018



ENGINEER OF DESIGN AND ENVIRONMENT

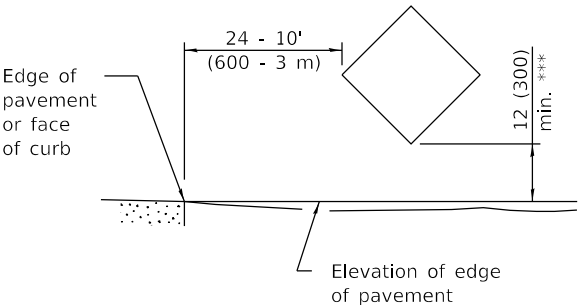
ISSUED 1-1-97

76-1-1



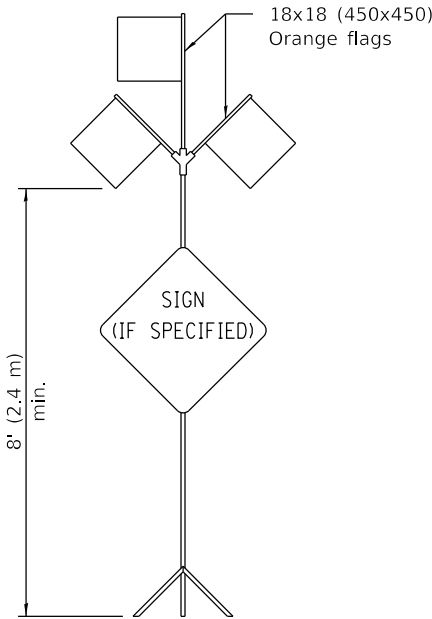
**POST MOUNTED SIGNS**

\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

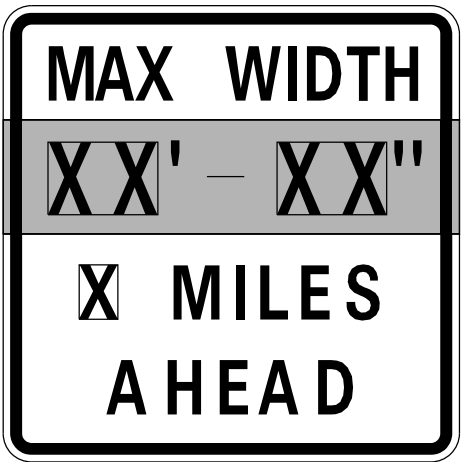


**SIGNS ON TEMPORARY SUPPORTS**

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



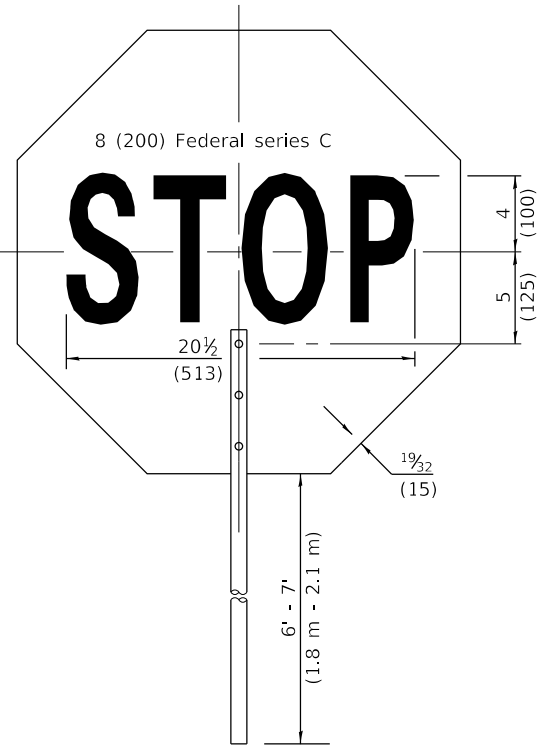
**HIGH LEVEL WARNING DEVICE**



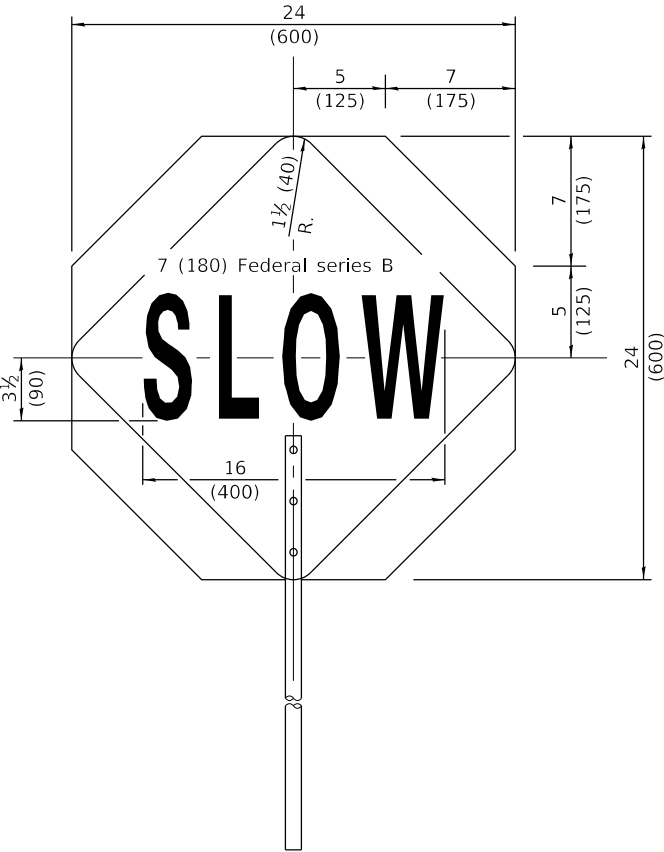
W12-I103-4848

**WIDTH RESTRICTION SIGN**

XX'-XX" width and X miles are variable.



FRONT SIDE

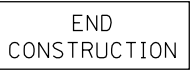


REVERSE SIDE

**FLAGGER TRAFFIC CONTROL SIGN**



G20-I104(0)-6036



G20-I105(0)-6024

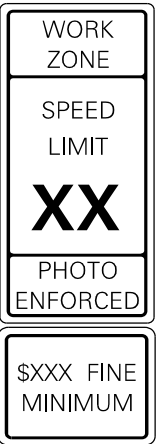
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**



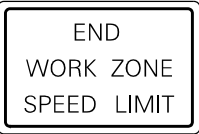
W21-I115(0)-3618

R2-1-3648

R10-I108p-3618 \*\*\*\*

R2-I106p-3618

Sign assembly as shown on Standards or as allowed by District Operations.



G20-I103-6036

This sign shall be used when the above sign assembly is used.

**HIGHWAY CONSTRUCTION  
SPEED ZONE SIGNS**

\*\*\*\* R10-I108p shall only be used along roadways under the jurisdiction of the State.

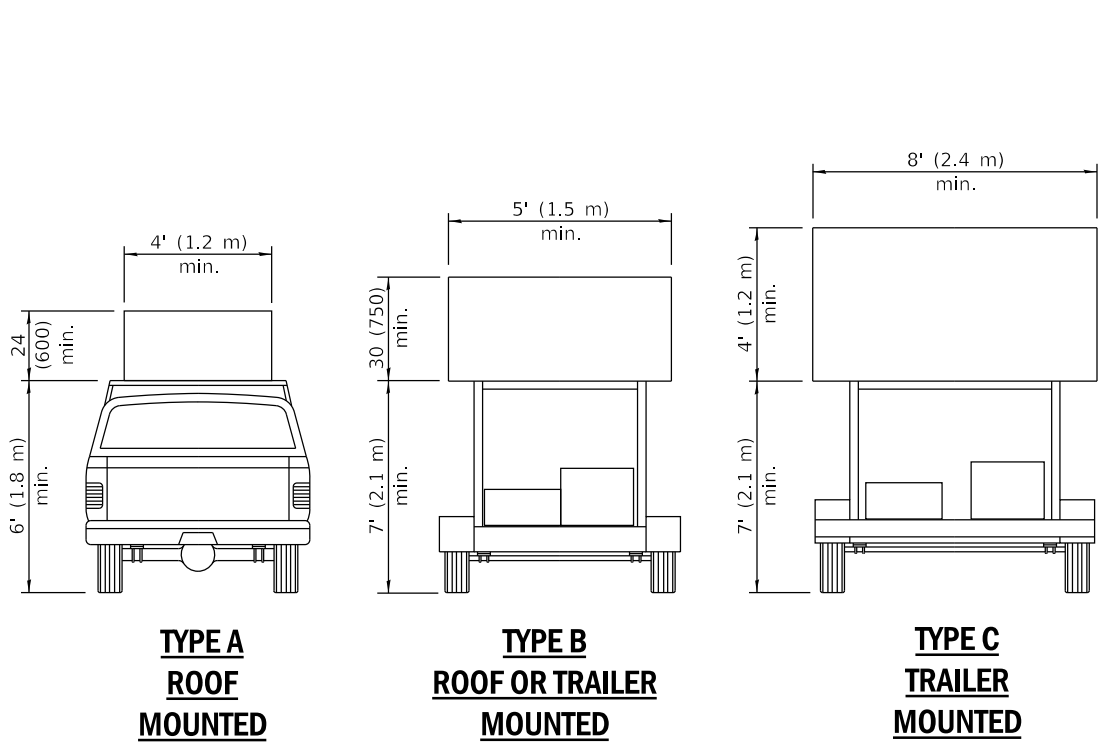
**TRAFFIC CONTROL  
DEVICES**

(Sheet 2 of 3)

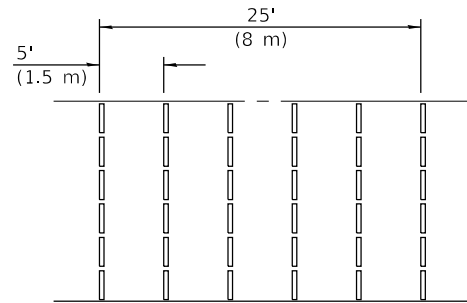
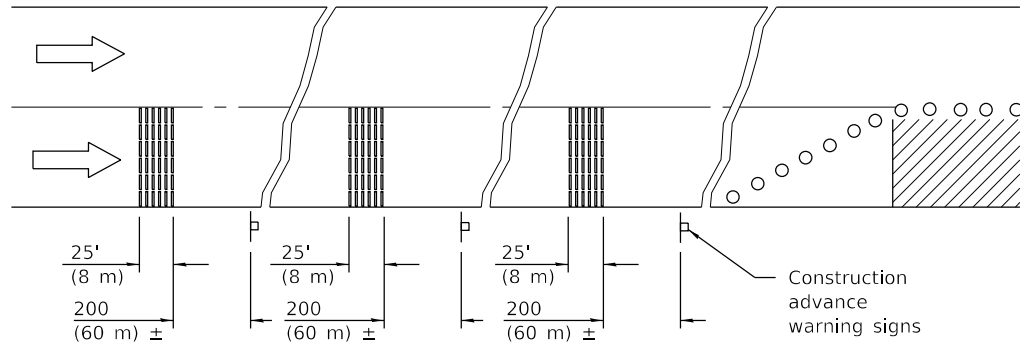
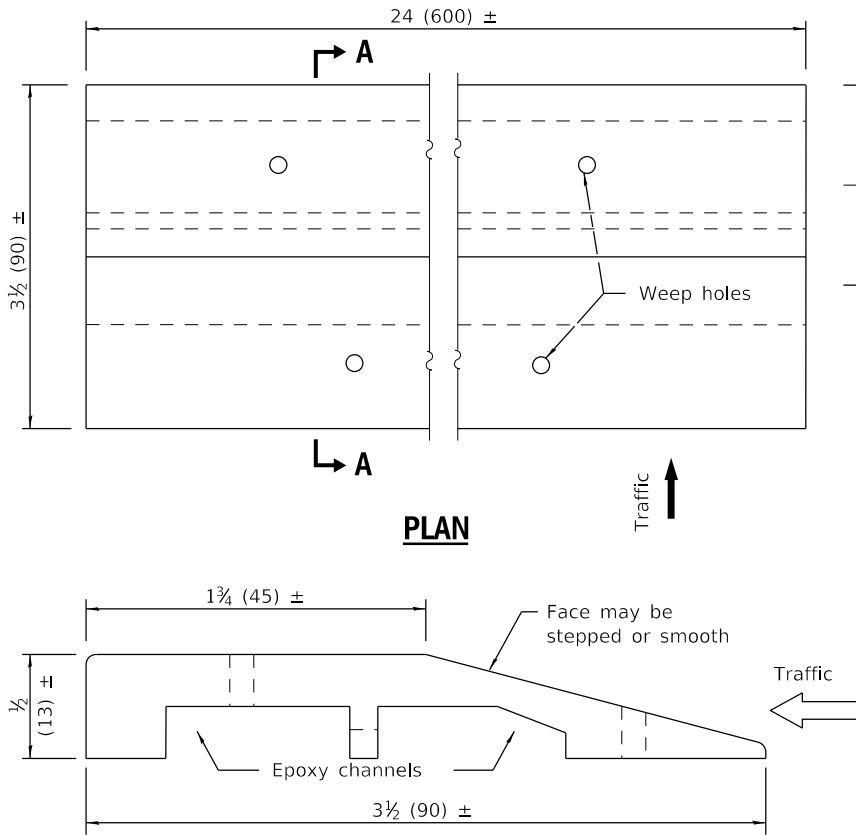
STANDARD 701901-07

	Illinois Department of Transportation
PASSED	January 1, 2018
	ENGINEER OF OPERATIONS
APPROVED	January 1, 2018
	ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

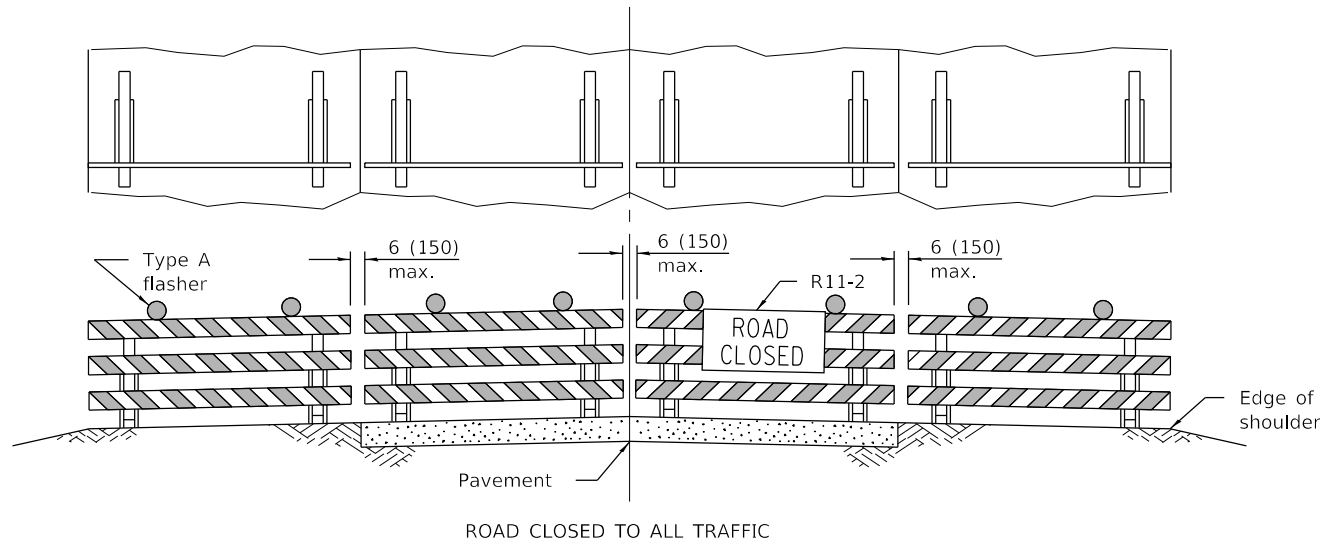


**ARROW BOARDS**

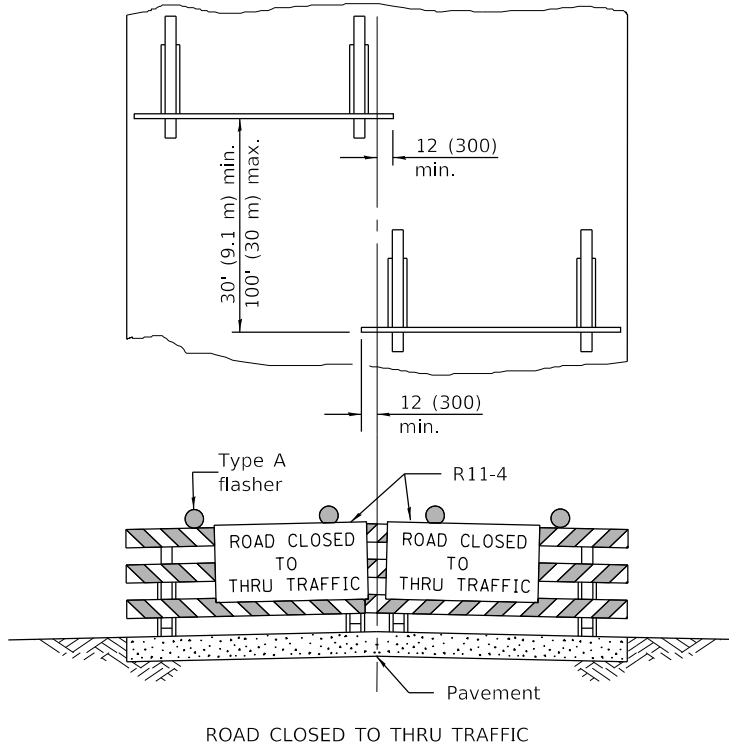


**TYPICAL INSTALLATION**

**TEMPORARY RUMBLE STRIPS**



Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



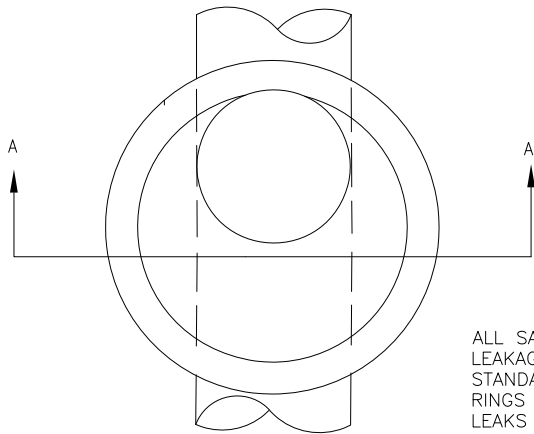
Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

**TYPICAL APPLICATIONS OF  
TYPE III BARRICADES CLOSING A ROAD**

**TRAFFIC CONTROL  
DEVICES**

(Sheet 3 of 3)

**STANDARD 701901-07**



Inside MANHOLE. DIAMETER.	48"	60"
Pipe DIAMETER.	≤21"	>21"
Wall Thickness	5"	6"
Ecc. Cone Sec.(L)	2'-6"	3'-9"
MANHOLE DEPTH	≤12'	>12'
t	8"	10"

ALL SANITARY MANHOLES SHALL BE TESTED FOR LEAKAGE BY VACUUM TESTING PER CITY STANDARDS. THE MANHOLE FRAME AND ADJUSTING RINGS SHALL BE IN PLACE WHEN TESTING. ANY LEAKS SHALL BE REPAIRED FROM EXTERIOR OF MANHOLE - PATCHING INSIDE OF MANHOLE SHALL NOT BE ACCEPTABLE.

ELASTOMERIC JOINT SEALANT, ASTM C-920, TY S, GRADE NS

PLAN

EXTERNAL CHIMNEY SEAL (OPTIONAL)

AT EACH JOINT, APPLY A CONTINUOUS LAYER OF NON-HARDENING PREFORMED BITUMINOUS MASTIC MATERIAL, CONSEAL CS-102B, OR APPROVED EQUAL.

12" MAX. HDPE, RECYCLED RUBBER, HDEP, EPP ADJUSTING RINGS (2 RINGS MAX. NO MORE THAN ONE 2" ADJUSTING RING SHALL BE USED)

ECCENTRIC CONE SECTION

STEPS SHALL BE COPOLYMER POLYPROPYLENE REINFORCED WITH 1/2 INCH A615/615M-05A (OR LATEST EDITION) GRADE 60 STEEL REINFORCEMENT, MEETING OR EXCEEDING ASTM C478-05 AND OSHA STANDARDS.

CA-6 TRENCH BACKFILL REQUIRED AROUND MANHOLE IN PAVED AREAS AND UNDER SIDEWALKS, MANHOLE TO ROADWAY SUBGRADE ELEVATION

RUBBER BOOT CONFORMING TO ASTM C923-02 OR LATEST REVISION (KOR-N-SEAL OR APPROVED EQUAL)

POURED CONCRETE FILLET TO TOP OF PIPE 2% SLOPE (TYP.)

PROVIDE CONCRETE FILLET FOR ALL SANITARY MANHOLE INVERTS

PRECAST REINFORCED CONCRETE MANHOLE BOTTOM WITH INTEGRAL SIDEWALL

SECTION A-A

6" CA11 AGGREGATE



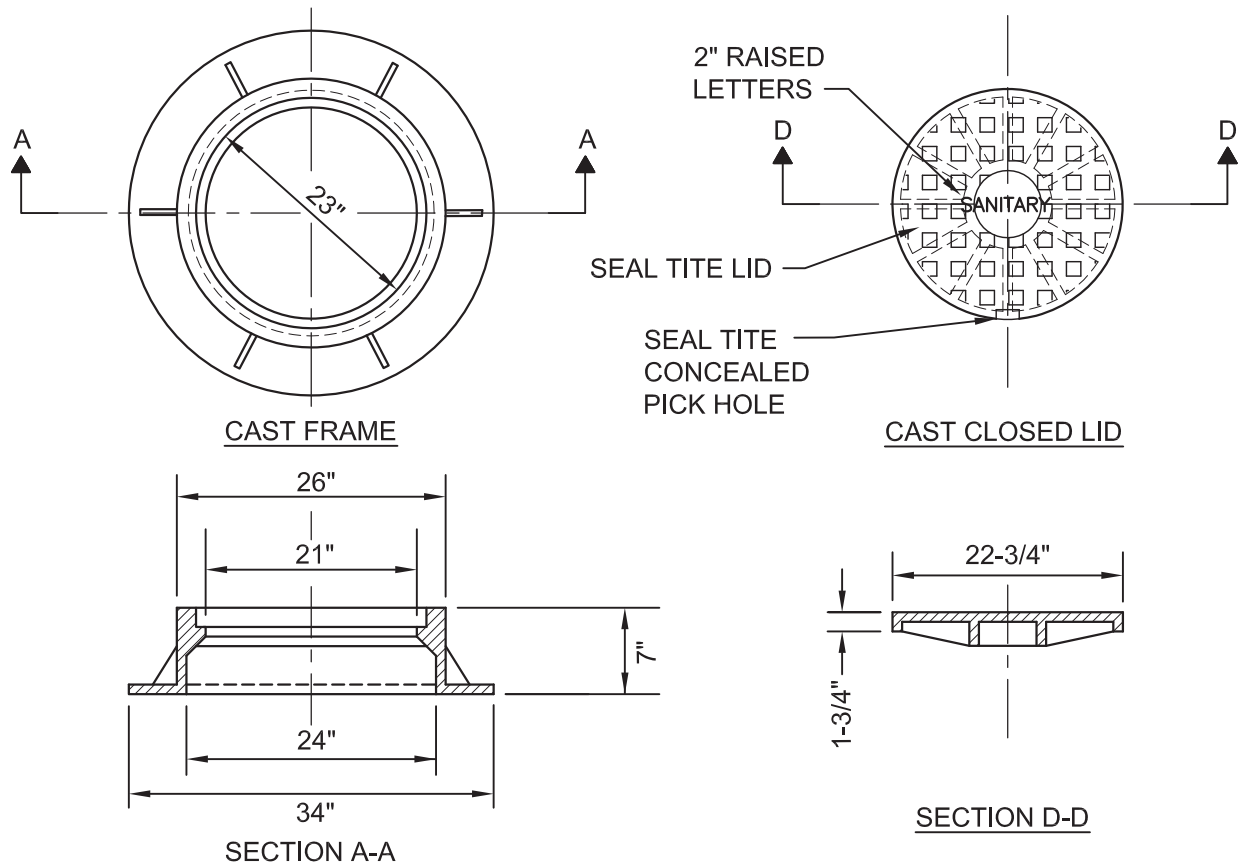
Naperville

CITY OF NAPERVILLE  
D.P.U. WATER/WASTEWATER

TITLE:  
SANITARY MANHOLE

SCALE:	SECTION 305	DATE:	Detail:
NTS	ARTICLE 305	5-30-18	SAN 1



**NOTES:**

- 1) DUCTILE IRON SHALL BE GRADE 65-45-12 AND SHALL BE TESTED IN ACCORDANCE WITH FEDERAL SPECIFICATIONS.
- 2) ALL FRAMES AND COVERS SHALL HAVE MACHINED HORIZONTAL AND VERTICAL BEARING SURFACES. PICK HOLES SHALL NOT CREATE OPENINGS IN THE COVER.
- 3) THE MANHOLE COVERS SHALL HAVE 2" RAISED LETTERS AS SHOWN.
- 4) ALTERNATIVE TO DUCTILE IRON LID, GREY IRON CL 35 LID MAY BE USED.
- 5) CASTINGS ARE SHALL BE EAST JORDAN 1022-Z3; NEENAH R-1772 OR APPROVED EQUAL.
- 6) WATERPROOF, BOLTDOWN FRAME AND COVER SHALL BE USED IN FLOOD PLAIN AREA, AND AS NOTED ON THE PLANS. NEENAH R-1916-F1, EAST JORDAN IRON WORKS 1022-Z1PT OR APPROVED EQUAL.
7. LIDS AND FRAMES TO MEET ASSHTO M306 PROOF LOADING SPECIFICATIONS



City of Naperville  
**STANDARD  
DETAIL**

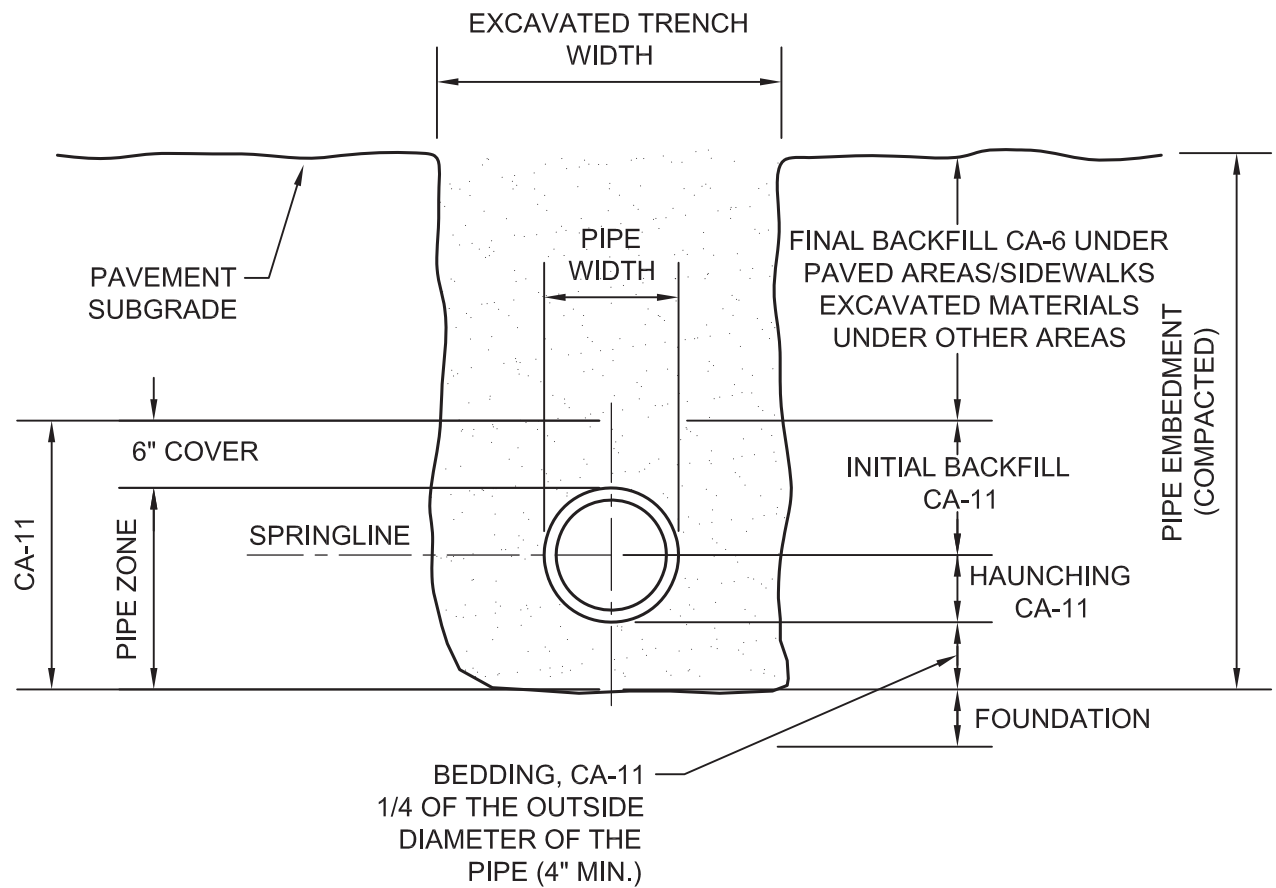
**SANITARY MANHOLE - FRAME &  
COVER**

REVISED: 01/01/2013

SHEET 1 OF 1

SANITARY 6

**390.06**



NOTES:

1. IN PAVED AREAS, ALL TRENCHES MUST BE COMPACTED IN CONFORMANCE WITH SECTION 550.07 OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
2. IF FOUNDATION IS UNSUITABLE TO BED PIPE, UNDERCUTS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.



City of Naperville  
**STANDARD  
DETAIL**

**TRENCH SECTION FOR PVC PIPE**

REVISED: 01/01/2013

SHEET 1 OF 1

SANITARY 10

**390.10**


2024 SANITARY MANHOLE REPLACEMENT						
LEGACY ID	ADDRESS	GROUND	DEPTH (FT)	DIAMETER (IN)	MATERIAL	REHAB
C05-042	228 W Benton Av	ASPHALT	6.42	48	CON	-
Influent - 8" CIPP Lined VCP Effluent - 8" CIPP Lined VCP						
C05-069	119 Spring Av	GRASS	6.67	48	CON	CIPP - UPPER
Influent - 10" CIPP Lined VCP Effluent - 10" CIPP Lined VCP						
C06-027	329 Center St	ASPHALT	7.17	48	CON	-
Effluent - 8" CIPP Lined VCP Proposed Influent - 6" CIPP Lined VCP						
2024 SANITARY MANHOLE INSTALLATION						
1405 E Gartner - Install 48" diameter manhole on 8" VCP pipe, roughly 12' in depth						



City of Naperville  
Department of Public Utilities - Water  
2024 Sanitary Manhole Replacement  
C05-042



This map should be used as reference only. The data is subject to change without notice. The City of Naperville assumes no liability in the use or application of the data. All rights reserved.

 **DEPARTMENT OF PUBLIC UTILITIES - WATER**  
Collection & Pumping  
Created By: Jeffrey Burger, Utility Specialist  
Date: 10/9/2023

2024 SANITARY MANHOLE REPLACEMENT						
LEGACY ID	ADDRESS	GROUND	DEPTH (FT)	DIAMETER (IN)	MATERIAL	REHAB
C05-042	228 W Benton Av	ASPHALT	6.42	48	CON	-
C05-069	119 Spring Av	GRASS	6.67	48	CON	CIPP - UPPER
C06-027	329 Center St	ASPHALT	7.17	48	CON	-
2024 SANITARY MANHOLE INSTALLATION						
1405 E Gartner - Install 48" diameter manhole on 8" VCP pipe roughly 12' deep						


- Legend**
- Manhole To Replace
  - Drop Manhole To Replace
  - Collection Manhole
  - Drop Manhole
  - Lined Thru Manhole
  - Private Manhole
  - Interceptor Manhole
  - Lateral Line
  - Lined Lateral Line
  - Collection Main
  - Interceptor Main
  - Siphon
  - Private Sanitary Main
  - Lined Sanitary Main



City of Naperville  
Department of Public Utilities - Water  
2024 Sanitary Manhole Replacement  
C05-069



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**DEPARTMENT OF PUBLIC UTILITIES - WATER**  
Collection & Pumping  
Created By: Jeffrey Burger, Utility Specialist  
Date: 10/9/2023

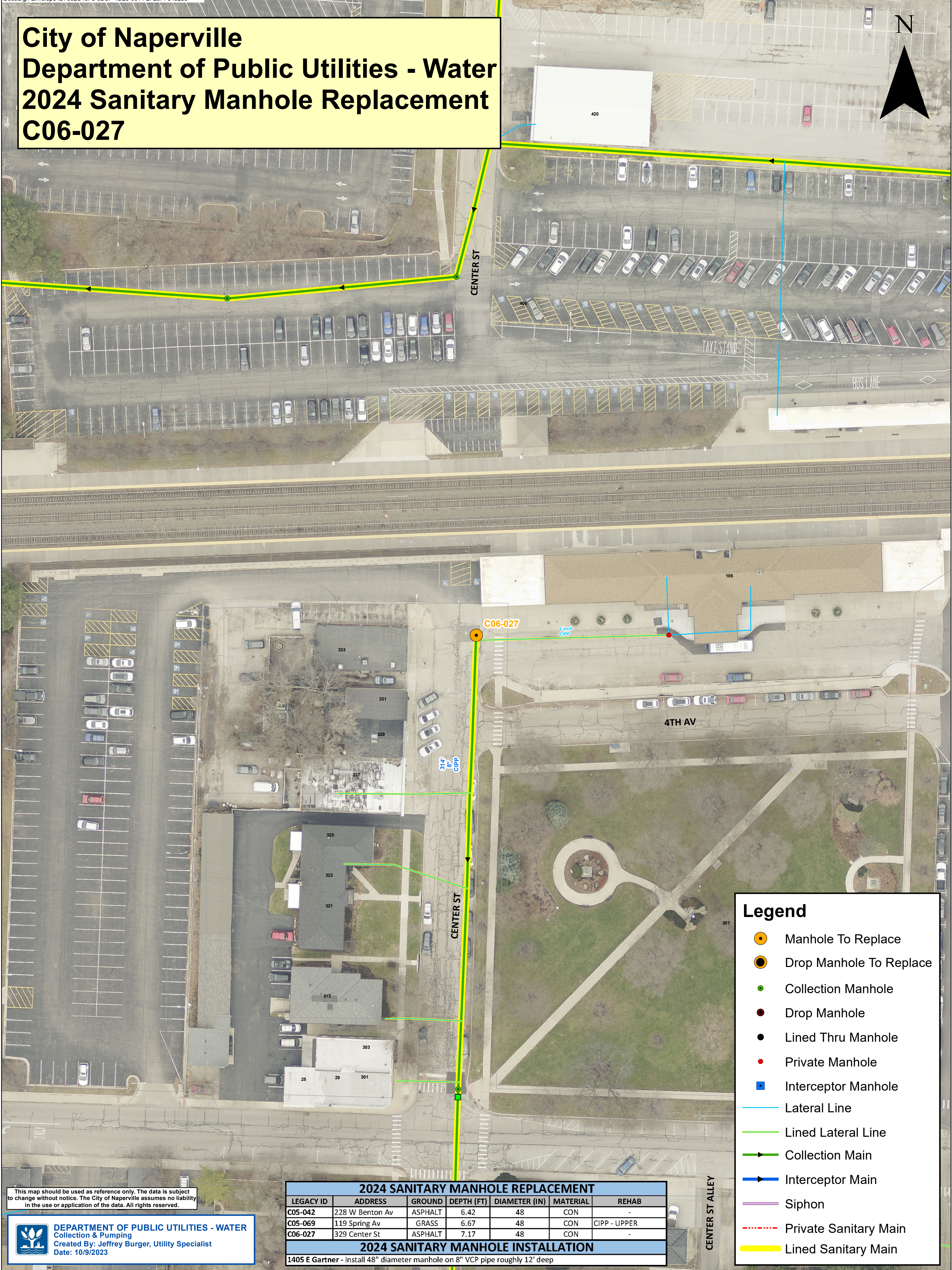
2024 SANITARY MANHOLE REPLACEMENT						
LEGACY ID	ADDRESS	GROUND	DEPTH (FT)	DIAMETER (IN)	MATERIAL	REHAB
C05-042	228 W Benton Av	ASPHALT	6.42	48	CON	-
C05-069	119 Spring Av	GRASS	6.67	48	CON	CIPP - UPPER
C06-027	329 Center St	ASPHALT	7.17	48	CON	-
2024 SANITARY MANHOLE INSTALLATION						
1405 E Gartner - Install 48" diameter manhole on 8" VCP pipe roughly 12' deep						

Legend

- Manhole To Replace
- Drop Manhole To Replace
- Collection Manhole
- Drop Manhole
- Lined Thru Manhole
- Private Manhole
- Interceptor Manhole
- Lateral Line
- Lined Lateral Line
- Collection Main
- Interceptor Main
- Siphon
- Private Sanitary Main
- Lined Sanitary Main



City of Naperville  
Department of Public Utilities - Water  
2024 Sanitary Manhole Replacement  
C06-027



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DEPARTMENT OF PUBLIC UTILITIES - WATER  
Collection & Pumping  
Created By: Jeffrey Burger, Utility Specialist  
Date: 10/9/2023

2024 SANITARY MANHOLE REPLACEMENT						
LEGACY ID	ADDRESS	GROUND	DEPTH (FT)	DIAMETER (IN)	MATERIAL	REHAB
C05-042	228 W Benton Av	ASPHALT	6.42	48	CON	-
C05-069	119 Spring Av	GRASS	6.67	48	CON	CIPP - UPPER
C06-027	329 Center St	ASPHALT	7.17	48	CON	-
2024 SANITARY MANHOLE INSTALLATION						
1405 E Gartner - Install 48" diameter manhole on 8" VCP pipe roughly 12' deep						

Legend

- Manhole To Replace
- Drop Manhole To Replace
- Collection Manhole
- Drop Manhole
- Lined Thru Manhole
- Private Manhole
- Interceptor Manhole
- Lateral Line
- Lined Lateral Line
- Collection Main
- Interceptor Main
- Siphon
- Private Sanitary Main
- Lined Sanitary Main



















**Install Manhole  
8" Vitrified Clay Pipe  
12' estimated depth  
Abandon Pipe Upstream of  
installed manhole**

GARTNER RD

NAPER BL

## Legend

-  Manhole To Replace
-  Drop Manhole To Replace
-  Collection Manhole
-  Drop Manhole
-  Lined Thru Manhole
-  Private Manhole
-  Interceptor Manhole
-  Lateral Line
-  Lined Lateral Line
-  Collection Main
-  Interceptor Main
-  Siphon
-  Private Sanitary Main
-  Lined Sanitary Main

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**DEPARTMENT OF PUBLIC UTILITIES - WATER**  
Collection & Pumping  
Created By: Jeffrey Burger, Utility Specialist  
Date: 10/9/2023

2024 SANITARY MANHOLE REPLACEMENT						
LEGACY ID	ADDRESS	GROUND	DEPTH (FT)	DIAMETER (IN)	MATERIAL	REHAB
C05-042	228 W Benton Av	ASPHALT	6.42	48	CON	-
C05-069	119 Spring Av	GRASS	6.67	48	CON	CIPP - UPPER
C06-027	329 Center St	ASPHALT	7.17	48	CON	-

2024 SANITARY MANHOLE INSTALLATION	
1405 E Gartner - Install 48" diameter manhole on 8" VCP pipe roughly 12' deep	



**AFFIDAVIT OF COMPLIANCE**APPLICANT: IHC Construction Companies, LLC

Name

385 Airport Rd., Suite 100 Elgin, IL 60123

Address

Federal Tax I.D. # 36-4487367

As a condition of entering into a contract with the City of Naperville, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type)

**David J. Rock**

being first duly sworn on oath,  
deposes and states that he/she is **President**

(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of

**IHC Construction Companies, LLC**

(Name of Company), the  
party making the foregoing bid, and that he/she has the authority to make any disclosures or certifications required by this Affidavit on behalf of the bidder and that all the information contained in this Affidavit is true and correct in both substance and fact.

**DISCLOSURE OF BENEFICIARIES**

**Section 1.** Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the Naperville Municipal Code, as amended, by adding Chapter 12 thereto requires disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the City of Naperville.

A. Nature of Benefit sought by the undersigned (state Bid or RFP No.). **24-029**

B. Nature of Applicant: (Please check one)

1. Natural person

☐

4. Trust/Trustee

☐

2. Corporation

☐

5. Partnership

☐

3. Land Trust/Trustee

☐

6. Joint Venture

☐



- C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

Limited Liability Company

- D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
------	---------	---------------------

1. Please see attached member of the Limited Liability Company

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**IMPORTANT NOTE:** In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

### **BID RIGGING AND BID ROTATING**

**Section 2:** That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;

- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

**Section 3.** The undersigned further states that: **(check A or B)**

- ☒ A. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- ☐ B. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above.

**Section 4.** The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE  
ILLINOIS DRUG FREE WORKPLACE ACT**

**Section 5.** The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;

- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Naperville, the employees will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The aforementioned company's policy of maintaining a drug free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Naperville and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Naperville within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 6.** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he/she shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

### **TAX COMPLIANCE**

**Section 7.** The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Naperville because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

**Section 8.** The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 9.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section 10.** In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, citizenship status, national origin, veteran status, marital status, sexual orientation, gender identity or any other characteristic that is protected by law. Further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human

Rights Act and the Department's Rules and Regulations for Public Contracts.

- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section 11.** For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

**Section 12.** It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

**Section 13.** Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

### **THE AMERICANS WITH DISABILITIES ACT**

**Section 14.** The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

### **ILLINOIS PREVAILING WAGE**

**Section 15.** The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

### **EMPLOYEE SAFETY AND HEALTH**

**Section 16.** The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such **safety and protection**. Contractor's duties and responsibilities for the **safety** and protection of the work shall continue until such time as all the work is completed and accepted by the City.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

Signed by: 

Name

David J. Rock

Title

President



# CITY OF NAPERVILLE

## RESPONSIBLE BIDDER AFFIDAVIT

<b>Vendor name:</b> IHC Construction Companies, LLC	<b>Federal Employer Tax Identification number:</b> 36-4487367
<b>Address:</b> 385 Airport Rd., Suite 100 Elgin, IL 60123	
<b>Contact name:</b> David J. Rock	<b>Contact phone number:</b> 847-742-1516

- That the bidder agrees to and shall comply with the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and has and shall comply with Section 1-9B of the Naperville Municipal Code of Ordinances, as amended to modify the definition of "Responsible Bidder or Offeror".
- That bidder has Certificates of Insurance in accordance with general terms and conditions of the invitation for bid.
- That bidder hereby certifies that it shall comply with the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*, as amended). All contractors and subcontractors are required to turn in certified payrolls as specified in Illinois Public Act 94-0515 and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 *et seq.*

### THE BIDDER HEREBY CERTIFIES: [check all that apply]

- X bidder has not received any notices of violations of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); **or**
- in the event bidder has received any such notice, a copy of any such notice is attached hereto; **or**
- in the event that bidder has received such a notice, any documentation demonstrating the resolution of any such notice is attached hereto. (Attach additional pages to explain how the matter has been resolved.)

### THE BIDDER SHALL INITIAL EACH REQUIREMENT IDENTIFIED BELOW ACKNOWLEDGING THAT THEY ARE COMPLIANT WITH THE RESPONSIBLE BIDDER AFFIDAVIT:


DR All bidders must provide three (3) projects as detailed on the Invitation for Bid reference form.

DR The bidder must disclose the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project prior to the subcontractor commencing work on the project.

DR The **bidder AND all bidder's subcontractors** must participate in active apprenticeship and training programs approved and registered with the U.S. Department of Labor's Office of Apprenticeship for each of the trades of work contemplated under the awarded contract. **The bidder shall submit copies of its apprenticeship certificates and subcontractors' apprenticeship certificates with the bid submission.**

DR The bidder shall provide on a separate document a listing of all trades that are to be contracted under the awarded contract and submit the certificate of registration for the apprenticeship and training programs that have been approved and registered with the U.S. Department of Labor.

*I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these requirements, and that I agree to update this information if there are any related changes by submitting a new Responsible Bidder Affidavit.*

<b>Authorized signature:</b> 	
<b>Printed name:</b> David J. Rock	
<b>Title:</b> President	<b>Date:</b> 03/06/2024





# Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

IHC Construction Companies, L.L.C.  
385 Airport Road, Suite 100  
Elgin, IL 60123

### SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company: Illinois Corporation  
151 North Franklin Street  
Chicago, IL 60606

### OWNER:

(Name, legal status and address)

City of Naperville  
400 S. Eagle Street  
Naperville, IL 60540

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

**BOND AMOUNT:** Ten Percent of the Amount of Bid----- (--10%--)

### PROJECT:

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

Excavation and Underground Utility Repair- Bid No: 24-029

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

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

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

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

Signed and sealed this 6th day of March, 2024.

(Witness) Ronald F. Marshall, CFO

(Witness)

IHC Construction Companies, L.L.C.

(Principal)

(Seal)

(Title) David J. Rock, President

Continental Casualty Company

(Surety)

(Seal)

(Title) Courtney A. Flaska, Attorney In Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this 6<sup>th</sup> day of March, 2024 before me personally appeared  
Courtney A. Flaska, to me known, who, being by me duly sworn, did  
depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of  
Continental Casualty Company, the corporation  
described in and which executed the annexed instrument; that (s)he knows the corporate seal of  
said corporation; that the seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name  
thereto by like order; and that the liabilities of said corporation do not exceed its assets as  
ascertained in the manner provided by law.

Samantha Bradtke

Notary Public in and for the above County and State

My Commission Expires: 06/23/25



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**James L Sulkowski, R B Schutz, Christine Eitel, Sherene L Hemler, Lucianne Bischoff, Mike Pohl, Kirk Liskiewitz, Courtney A Alaska, Samantha Bradtke, Individually**

of Schaumburg, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 4th day of June, 2022.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 4th day of June, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

*M. Bent*  
M. Bent Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 6th day of March, 2024.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary



# Document A312™ - 2010

## Performance Bond

**Bond# 30212020**

### CONTRACTOR:

*(Name, legal status and address)*

IHC Construction Companies, L.L.C.  
385 Airport Road, Suite 100  
Elgin, IL 60123

### SURETY:

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

Continental Casualty Company  
151 North Franklin Street  
Chicago, IL 60606

### OWNER:

*(Name, legal status and address)*

City of Naperville  
400 South Eagle Street  
Naperville, IL 60540

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: April 16, 2024

Amount: \$594,620.00

### Description:

*(Name and location)*

24-029 Excavation and Underground Utility Repair

### BOND

Date: April 16, 2024

*(Not earlier than Construction Contract Date)*

Amount: \$594,620.00

Modifications to this Bond: ☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*  
IHC Construction Companies, L.L.C.


Signature: 

Name: RONALD F. MARSHALL  
and Title: CFO

*(Any additional signatures appear on the last page of this Performance Bond.)*

### SURETY

Company: *(Corporate Seal)*  
Continental Casualty Company

Signature: 

Name: Lucianne Bischoff, Attorney In Fact  
and Title:

*(FOR INFORMATION ONLY - Name, address and telephone)*

### AGENT or BROKER:

DS&P Insurance Services, Inc.  
1900 E. Golf Road, Suite 650  
Schaumburg, IL 60173  
(847) 934-6100

### OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

<b>CONTRACTOR AS PRINCIPAL</b>	<b>SURETY</b>
Company: _____	Company: _____
(Corporate Seal)	(Corporate Seal)

Signature: _____	Signature: _____
Name and Title: _____	Name and Title: _____
Address _____	Address _____

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**





# AIA Document A312™ - 2010

## Payment Bond

**Bond# 30212020**

### CONTRACTOR:

(Name, legal status and address)  
IHC Construction Companies, L.L.C.  
385 Airport Road, Suite 100  
Elgin, IL 60123

### SURETY:

(Name, legal status and principal place of business)  
Continental Casualty Company  
151 North Franklin Street  
Chicago, IL 60606

### OWNER:

(Name, legal status and address)  
City of Naperville  
400 South Eagle Street  
Naperville, IL 60540

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

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

### CONSTRUCTION CONTRACT

Date: April 16, 2024

Amount: \$594,620.00

### Description:

(Name and location)  
24-029 Excavation and Underground Utility Repair

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### BOND

Date: April 16, 2024

(Not earlier than Construction Contract Date)

Amount: \$594,620.00

Modifications to this Bond: ☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
IHC Construction Companies, L.L.C.

Signature: 

Name RONALD F. MARSHALL  
and Title: CFO

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)  
Continental Casualty Company

Signature: 

Name Lucianne Bischoff, Attorney In Fact  
and Title:

(FOR INFORMATION ONLY - Name, address and telephone)

### AGENT or BROKER:

DS&P Insurance Services, Inc.  
1900 E. Golf Road, Suite 650  
Schaumburg, IL 60173  
(847) 934-6100

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



**§ 1** The Contractor and Surety, jointly and severally, bind themselves,, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this 16<sup>th</sup> day of April, 2024 before me personally appeared  
Lucianne Bischoff, to me known, who, being by me duly sworn, did  
depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of  
Continental Casualty Company, the corporation  
described in and which executed the annexed instrument; that (s)he knows the corporate seal of  
said corporation; that the seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name  
thereto by like order; and that the liabilities of said corporation do not exceed its assets as  
ascertained in the manner provided by law.

Samantha Bradtke

Notary Public in and for the above County and State

My Commission Expires: 06/23/25



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**J. S. Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Christine Eitel, Sherene L Hemler, Mike Pohl, Kirk Liskiewitz, Courtney A Flaska, Brien Spoden, Lucianne Bischoff, Samantha Bradtke, Individually**

of Schaumburg, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 21st day of June, 2021.

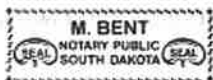


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Brufat*  
Paul T. Brufat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Brufat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

*M. Bent*  
M. Bent Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this **16th day of April, 2024**



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2024

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

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

<b>PRODUCER</b> Hub International Midwest West 1411 Opus Place Suite 450 Downers Grove IL 60515	<b>CONTACT</b> NAME: CSUConstruction PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com														
<b>INSURED</b> IHC Construction Companies LLC 385 Airport Rd, Ste 100 Elgin IL 60123	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 21559881**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU COV INCL <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLO 5084835	3/1/2024	3/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP 5084836	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 7S743576-24-NF	3/1/2024	3/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 5084834	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: IHC Job #24345 Naperville Procurement 24-029 – Excavating and Underground Utility Repair

City of Naperville, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS are included as additional insureds under General Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. The following are included as additional insureds under Auto Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions. A waiver of subrogation applies under Worker's Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Naperville  
 Attn: Procurement Services Team  
 400 S. Eagle Street  
 PO Box 3020  
 Naperville IL 60540

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: BAP 5084836

**COMMERCIAL AUTO**  
**CA 20 48 10 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** IHC CONSTRUCTION COMPANIES LLC

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



## Additional Insured – Automatic – Owners, Lessees Or Contractors

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO 5084835

Effective Date: 03/01/2023

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or
  - (2)** "Your work", with respect to Paragraph **1.b.** above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

- (a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
- (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

**WC 00 03 13**

(Ed. 4-84)

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**CITY OF NAPERVILLE  
NAPERVILLE, ILLINOIS**

**BID 24-029  
EXCAVATION AND UNDERGROUND UTILITY REPAIR**

**ADDENDUM #1**

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

**REVISION**

- Revision made to the due date in Demandstar. Due date revised to March 6, 2024 at 2 p.m,

Bidders shall acknowledge this Addendum #1 in the Offer to Contract.

Shanel Gayle  
Procurement Officer  
February 22, 2024

**CITY OF NAPERVILLE  
NAPERVILLE, ILLINOIS**

**BID 24-029  
EXCAVATION & UNDERGROUND UTILITY REPAIR**

**ADDENDUM #2**

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

**CLARIFICATION**

- 1. QUESTION: Will a Performance/Payment bond be required for this RFP based on the non-standard project/emergency type of work that will be performed?**

ANSWER: Yes

- 2. QUESTION: What are the details around the wet weather storage lagoon cleaning (what size machine would we need)?**

ANSWER: SP-15 requires cattails to be removed, past contractors used manual labor to cut and remove cattails. Contact City of Naperville Procurement Officer if a site visit is needed. Also, per bid worksheet soil will need to be removed from one area of the lagoon. This work having been achieved in the past by using extended arm excavators.

- 3. QUESTION: Are all materials and manholes supplied by Owner or contractor?**

ANSWER: Please review bid and bid work sheet. Material not noted will be supplied by the City of Naperville.

- 4. QUESTION: Can you provide some clarity on unit price line items 39 and 40; shoring from 5-14' depth and up to 8' depth overlap.**

ANSWER: Shoring up to 8 feet. 8'1" to 15'.

Bidders shall acknowledge this Addendum #2 in the Offer to Contract.

Shanel Gayle  
Procurement Officer  
2/27/2024



**CITY OF NAPERVILLE  
NAPERVILLE, ILLINOIS**

**BID 24-029  
EXCAVATION & UNDERGROUND UTILITY REPAIR**

**ADDENDUM #3**

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original contract specifications and drawings and they shall be taken into account in preparing proposals and shall be part of the Contract Documents:

**CLARIFICATION**

1. **QUESTION:** Can you please clarify what is to be included in the line item-  
-Allowance for Saturday Work- Is this per person or per crew? Does the line item only refer to MH and lead service replacement? Overtime is already covered in the labor and operator line items for hourly work.

ANSWER: This can be removed for this contract.

2. **QUESTION:** In regard to the water service replacement line items, please clarify-  
“Water service near side 1.5” – Do these only include from the main to the B-Box?

ANSWER: Yes

3. **QUESTION:** In regard to the water service replacement line items, please clarify  
“Lead service replacement 1” Crawl space” – Do these only include from the B-Box to the meter?

ANSWER: Yes, for crawl space application.

Bidders shall acknowledge this Addendum #3 in the Offer to Contract.

Shanel Gayle  
Procurement Officer  
3/1/2024