Committee of the Whole Agenda
Tuesday, April 13, 2021
7:00 PM  Council Chambers 1st Floor

To participate in the live meeting use the Webinar link below to register for the event at Registration Link https://cityofbatavia.net.zoom.us/webinar/register/WN_9Q8nCQxTpuOCUE2blhR9Q. You will need to provide your name and email address.

Residents can listen by phone to the Committee of the Whole meeting by Dialing (312) 626-6799 and use the Webinar ID 939 1353 8237. Webinar Passcode is 693292. Callers can ask questions by pressing *9 to raise their hand. Questions can be asked prior to the meeting by emailing publiccomment@cityofbatavia.net.

For viewing purposes only, the meeting will be broadcast live on BATV’s YouTube channel which can be accessed from their website at myBATV.com at https://www.youtube.com/user/BATV1017

If you attend in person please be advised there is a 25 person limit in the Council Chamber

1. Roll Call
2. Reminder: Please Speak Directly Into Microphone For BATV Recording
3. Approve Minutes For February 23, 2021
   Documents:
   COW 21-02-23M.PDF
4. Items Removed/Added/Changed
5. Matters From The Public (For Items NOT On Agenda)
6. Consent Agenda: (The Consent Agenda Is Made Up Of Items Recommended By City Staff That Require Recommendation To The Full City Council By The Cow. This Agenda Is Placed As A Separate Item Of The COW Agenda. The Items On The Consent Agenda Are Usually Minor Items, Already Budgeted, Standard Non-Policy Activities Or Outgrowths Of Earlier Meetings And Are Voted On As A “Package” In The Interest Of Saving Time On Non-Controversial Issues. However, Any Council Member May, By Simple Request, Have An Item Removed And Placed On The “Regular” Agenda.). A. Approval: COW Executive Session Minutes For February 16, 2021
   Documents:
7. Ordinance 21-24: Amending The Text Of The Zoning Code (City Code Title 10) Relating To Signs In The DMU Downtown Mixed Use District, City Of Batavia Applicant (JLS 4/7/21)
   Documents:
8. Ordinance 21-25: Amending The Text Of The Zoning Code (City Code Title 10) City Of Batavia Applicant (DMR 4/8/21)

Documents:

COW-ORD 21-25-MEMO-4-8-21.PDF


Documents:

M_21_04-06 WARD 1 STM SEWER · 2021_COMPLETE_RED.PDF

10. Waive Formal Bidding For Purchase Of A 2021 Avant 760i Tractor And Attachments

11. Resolution 21-032-R: Authorization To Purchase A 2021 Avant 760i Tractor With Multiple Attachments From Alta Equipment Company For $95,647.92 (SH 4/8/21)

Documents:

RES. 21-032-R MEMO 2021 AVANT 760I TRACTOR AND ACCESSORIES FROM ALTA EQUIPMENT FOR COWCC.PDF

12. Resolution 21-031-R: Authorizing Execution Of A Renewal Agreement With The Association For Individual Development (AID) For The Ride In Kane Program (LN 4/01/21) GS

Documents:

RES 21-031-R AUTHORIZING EXECUTION OF THE RIDE IN KANE CONTRACT 2021-2023.PDF


Documents:

RES 21-033-R AUTHORIZING EXECUTION OF AN ACCESS AGREEMENT BETWEEN FIFTH THIRD 1 N WASHINGTON AND THE CITY OF BATAVIA.PDF


15. Project Status

16. Other

17. Executive Session Purchase Of Real Estate

18. Adjournment
MINUTES
February 23, 2021
Committee of the Whole
City of Batavia

Please NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. They are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. They may not reference some of the individual attendee’s comments, nor the complete comments if referenced.

Chair Wolff called the meeting to order at 7:00pm.

1. Roll Call

Members Present: Chair Wolff; Ald. Miller, Russotto, Beck, Knopp, Chanzit, Baerren, O’Brien, Callahan, Meitzler, Uher and McFadden

Members Absent: Aldermen Malay and Cerone

Also Present: Mayor Schielke; Laura Newman; Gary Holm, Director of Public Works; Scott Buening, Director of Community Development; Howard Chason, Director of Information Technology; Peggy Colby, Director of Finance; Joel Strassman, Planning and Zoning Officer; Wendy Bednarek, Director of Human Resources; Andrea Podraza, Senior Civil Engineer; and Jennifer Austin-Smith, Recording Secretary

2. Reminder: Please speak into the microphone for BATV recording

3. Items to be Removed/Added/Changed

There were no items to be removed, added or changed.

4. Matters From the Public (For Items NOT on the Agenda)

There were no matters from the public at this time.

5. CONSENT AGENDA

a. Ordinance 21-17: Amendment to the Comprehensive Plan Land Use Map, 1320 Kielion Drive, 1728 Wiesbrook Lane, 1007 Edwards Drive, 700 Norcross Drive, City of Batavia, applicant (DR 2/15/21) CD

b. Ordinance 21-18: Amendment to the Official Zoning Map, 1320 Kielion Drive, 1728 Wiesbrook Lane, 1007 Edwards Drive, 700 Norcross Drive, City of Batavia, applicant (DR 2/15/21) CD

Motion: To approve the Consent Agenda as presented
Maker: Wolff
Second: Uher

Roll Call Vote: Aye: Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren
Nay:
12-0 Vote, 2 Absent. Motion carried.
6. Ordinance 21-15: Amendment to the Comprehensive Plan Land Use Map, 106-110 North Raddant Road, City of Batavia, Applicant (JLS 2/17/21) CD

Strassman reported staff periodically evaluates land uses and zoning for properties to determine if there is a more appropriate classification to better balance existing uses and neighborhood context. We have and continue to do this for detention areas. The property at 106-110 North Raddant is zoned LI Light Industrial and has been occupied by automobile repair shops and offices for construction contractors. The City initiated this rezoning and there is no proposal for alternate use or any development on this property, nor has any change been contemplated. This property and the adjacent stormwater management property under the same ownership are the only properties in this area south of the railroad tracks with industrial zoning. The existing uses are allowed in the proposed SB Service Business zoning district – a district that is located immediately west of this property on the west side of Raddant Road. Staff feels this property should be considered for Service Business land use and zoning classifications. Such classifications will increase the distance to nearby residences from land that allows light and general industrial uses.

Regarding the proposed Land Use Map Amendment, the existing uses in the 9,000 square foot building fit the proposed Service Business designation. The staff report to the Plan Commission details Comprehensive Plan Goals and Policies that would be positively addressed with this proposed amendment. Service Business designation can provide a land use transition from industrial uses to the north to commercial and residences to the south. The City can adequately serve the property with Service Business uses. Service Business uses include medical uses not allowed in industrial areas.

For the proposed Zoning Map Amendment, the Commission made findings as listed in draft Ordinance 21-16. The property owner was notified of staff’s intention to propose the rezoning and was again notified when the hearing date was assigned. Staff notified the owner in the days before the hearing to remind him of the hearing and informed him of the Commission’s action and the probable February 23rd date for COW consideration. Staff informed the owner again last week of tonight’s meeting and provided information to register to participate in this meeting. Staff has not received any communication from the owner regarding this proposal.

At the February 3rd Commission remote meeting and hearing, the owner did not attend nor did any citizens attend. The Commission stated the proposed land use and zoning designations are appropriate for the property, meeting some Comprehensive Plan goals and policies. By votes of 6-0 the Commission recommend approval of an amendment to the Comprehensive Plan Land Use Plan to classify the subject properties Service Business and to amend the Zoning Map for the SB Service Business District.

Motion: To recommend approval of Ordinance 21-15: Amendment to the Comprehensive Plan Land Use Map, 106-110 North Raddant Road, City of Batavia, Applicant

Maker: Callahan
Second: Knopp

Roll Call Vote: Aye: Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren, Wolff, O’Brien
Nay:
12-0 Vote, 2 Absent. Motion carried.

7. Ordinance 21-16: Amendment to the Official Zoning Map, 106-110 North Raddant Road, City of Batavia, Applicant (JLS 2/17/21) CD

Motion: To recommend approval of Ordinance 21-16: Amendment to the Official Zoning Map, 106-110 North Raddant Road, City of Batavia, Applicant

Maker: Callahan

Second: Knopp

Roll Call Vote: Aye: Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren, Wolff, O’Brien

Nay:

12-0 Vote, 2 Absent. Motion carried.

8. Ordinance 21-19: Authorizing Execution of a Purchase and Sale Agreement for the Purchase of Real Property Comprised of 400-500 N. Raddant, Batavia, Illinois and 901 Swanson Drive, Batavia, Illinois; Identified by Permanent Index Number 12-14-402-020 (LN)

Newman reported that this building would be utilized for Public Works for much needed storage as well as house the Interfaith Food Pantry and Clothes Closet, which is in need of more space. Additionally, this building could house the annual toy drive, which has to find a new location for storage every year. There is a space that is 14,600 square feet at the south end of the building that is currently being leased for warehousing activities and the City could continue to lease that space to a private entity and utilize the income as a revenue source to offset the cost of servicing the debt and future maintenance costs. We do know that sometime in the next six to ten years a portion of the roof of this building will need to be replaced. Staff is recommending that the City purchase this building and there will be money needed to make the improvements for the area that would be utilized by Public Works. The Food Pantry has indicated that if they take the center 20,000 square foot space that they would finance their own build out of that area. It would be recommended that the City issue five million dollars in general obligation bonds to cover both the purchase and Public Works build out. The debt would be serviced by a property tax levy as a source of funding and that would add to the tax bill of a home worth $300,000 approximately $24.40 for the next twenty years to service this debt. Staff is recommending that City Council authorize the purchase and sale agreement that would allow the City to acquire the real estate. Newman noted that the City has seventy days as a due diligence period to look at all of the systems of the building as well as the structure of the building. We would be able to look over any environmental testing that has been done within the buildings and assess the roof. After the seventy-day period we have a thirty-day period to close.

The Committee discussed timing of bonds from start to finish, funding, finding revenue to pay the debt service, identifying other revenue resources, abatement, bond for only the purchase price, estimated cost to operate and maintain the cost of the building, due diligence period, and Public Works storage needs. Chair Wolff opened the floor for public comment.
Mary Meitchem addressed the Committee virtually. She stated that she knows families in Batavia who are truly strapped right now and asked for this to be postponed or at the very least reduce the cost to the taxpayers by selling other properties.

Nick Diemus addressed the Committee virtually. He stated that he has a concern about the difference between donating the use of a building that we already own at a very low cost to the City compared to buying real estate at market rate. This is a noble ambition but he does not think it is feasible financially so he would weigh on the side of no.

Sylvia Keppel addressed the Committee virtually. The money from the rental property for repairs would not be enough. She explained that the School District’s roof replacement project of 43,000 square feet was over one million dollars. For a commercial property to rent out a quarter of the space the income would be peanuts compared to the cost to replace a roof. She objects of her tax dollars being used to subsidize private industry. If the City departments could use a portion of their budget to pay for that space and the charity contributes to the yearly cost to greatly reduce the cost of the taxpayers would be the only way it would be fair to us taxpayers.

Knopp stated that there are still a lot of unknowns in his mind and we are trying to rush things through. For those reasons he is against this. Newman stated that they have asked for a longer than average due diligence period. This proposal is to enter into the Purchase of Sale Agreement with a seventy day due diligence period followed by thirty additional days to close. Meitzler stated during budget discussions we were made aware of significant costs coming our way with a capital improvement project that we still do not have a funding source to. There was discussion how we would need to do a tax increase in a few years to come. This building acquisition was unplanned and impromptu and the math does not add up to him with all of the tax increases. It will be a struggle for the Council to find ways to find funding. Callahan stated that he could not leave his successor with a commitment to a purchase that he would not be here to help figure out a way to pay for it so he will be a no vote.

**Motion:** To recommend approval of Ordinance 21-19: Authorizing Execution of a Purchase and Sale Agreement for the Purchase of Real Property Comprised of 400-500 N. Raddant, Batavia, Illinois and 901 Swanson Drive, Batavia, Illinois; Identified by Permanent Index Number 12-14-402-020

**Maker:** Wolff  
**Second:** McFadden

**Roll Call Vote:**  
*Yea:* Wolff, O’Brien, Uher, McFadden, Russotto, Beck, Chanzit, Baerren  
*Nay:* Callahan, Meitzler, Miller, Knopp  
8-4 Vote, 2 Absent. Motion carried.

**9. Resolution 21-019-R: Authorizing Execution of Task Order #2 for Phase 2 Design Engineering Services for Mahoney Creek Tributary Detention Basin with HR Green in the Amount not-to-exceed $84,300 (AMP 2/12/21) CS**

Podraza overviewed the memo with the Committee.
Motion: To recommend approval of Resolution 21-019-R: Authorizing Execution of Task Order #2 for Phase 2 Design Engineering Services for Mahoney Creek Tributary Detention Basin with HR Green in the Amount not-to-exceed $84,300
Maker: Wolff
Second: Baerren
Roll Call Vote: Aye: Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren
Nay:
12-0 Vote, 2 Absent. Motion carried.

10. Resolution 21-020-R: Authorizing Rescind of MFT Fund Expenditure for 2020 Resurfacing Program in the amount of $1,475,000 (RB 2/19/21) CS
Holm overviewed the memo.
Motion: To recommend approval of Resolution 21-020-R: Authorizing Rescind of MFT Fund Expenditure for 2020 Resurfacing Program in the amount of $1,475,000
Maker: Wolff
Second: Uher
Roll Call Vote: Aye: Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren
Nay:
12-0 Vote, 2 Absent. Motion carried.

11. Resolution 21-021-R: Authorizing Using Local Fund for 2020 Resurfacing Program in the amount of $1,448,947.01 (RB 2/19/21) CS
Motion: To recommend approval of Resolution 21-021-R: Authorizing Using Local Fund for 2020 Resurfacing Program in the amount of $1,448,947.01
Maker: Wolff
Second: Uher
Roll Call Vote: Aye: Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren
Nay:
12-0 Vote, 2 Absent. Motion carried.

12. Resolution 21-022-R: Authorizing BLR 14220 to Allocate $1,450,000.00 MFT Fund Towards Main Street Reconstruction Project (RB 2/19/21) CS
Motion: To recommend approval of Resolution 21-022-R: Authorizing BLR 14220 to Allocate $1,450,000.00 MFT Fund Towards Main Street Reconstruction Project
Maker: Wolff
Second: Uher
Roll Call Vote: Aye: Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren
Nay:
12-0 Vote, 2 Absent. Motion carried.

Bednarek overviewed the memo.

Motion: To recommend approval of Ordinance 21-20: Amending 2021 Wage and Salary Ordinance

Maker: Wolff
Second: Baerren

Roll Call Vote: Aye: Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren
Nay:
12-0 Vote, 2 Absent. Motion carried.


Bednarek discussed the memo with the Committee.

Motion: To recommend approval of Resolution 21-024-R: IPBC Removal of Sub Pool and becoming Individual Entity

Maker: Chanzit
Second: Uher

Roll Call Vote: Aye: Chanzit, Baerren, Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp
Nay:
12-0 Vote, 2 Absent. Motion carried.

15. Resolution 21-014-R: 2020 Tax Levy Abatements (LP 2/12/21) GS

Motion: To recommend approval of Resolution 21-014-R: 2020 Tax Levy Abatements

Maker: Chanzit
Second: Baerren

Roll Call Vote: Aye: Chanzit, Baerren, Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp
Nay:
12-0 Vote, 2 Absent. Motion carried.


Motion: To recommend approval of Resolution 21-015-R: 2020 Tax Levy Abatements

Maker: Wolff
Second: Baerren

Roll Call Vote: Aye: Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp, Chanzit, Baerren
Nay:
12-0 Vote, 2 Absent. Motion carried.

Motion: To recommend approval of Resolution 21-016-R: 2020 Tax Levy Abatements
Maker: Chanzit
Second: Wolff

Roll Call Vote: Aye: Chanzit, Baerren, Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp
Nay:
12-0 Vote, 2 Absent. Motion carried.

18. Resolution 21-017-R: 2020 Tax Levy Abatements (LP 2/12/21) GS

Motion: To recommend approval of Resolution 21-017-R: 2020 Tax Levy Abatements
Maker: Chanzit
Second: Wolff

Roll Call Vote: Aye: Chanzit, Baerren, Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp
Nay:
12-0 Vote, 2 Absent. Motion carried.


Motion: To recommend approval of Resolution 21-018-R: 2020 Tax Levy Abatements
Maker: Chanzit
Second: Baerren

Roll Call Vote: Aye: Chanzit, Baerren, Wolff, O’Brien, Callahan, Meitzler, Uher, McFadden, Miller, Russotto, Beck, Knopp
Nay:
12-0 Vote, 2 Absent. Motion carried.

20. Discussion: Painting Of Utility Boxes
Holm overviewed the February 16, 2021 memo titled “Discussion: Decorative Painting of Electric Utility Distribution Equipment” with the Committee. He stated that it is not a matter of code but a matter of policy. It has always been the City’s policy to not paint the boxes as we follow the Energy Education Council (EEC) guidelines. We strive to make a distinction between a place where a child should be playing and should not be playing. While the electric utility boxes are not aesthetically pleasing, having consistent colored green boxes around town tells grown ups and children alike that these are not things to play on. Holm noted that Aurora does not have any electric utilities painted but they do have traffic control boxes painted.

The Committee discussed how more research is needed on municipalities who have been painting utility boxes, warning labels remaining on the boxes, research incident rates, likelihood of an incident with painted versus unpainted, how people use the utility box at the boardwalk shop area as a drink holder, and making the area more art friendly.
Chair Wolff stated that there are a lot of creative things we could do and it is something we should explore to add something different to the downtown. Beck stated that past plans could be reviewed by the Streetscape Advisory Committee to see if the City would like to facilitate a plan.

Newman overviewed the Parklet/Pedlet Pilot Program with the Committee and showed pictures of both the parket and pedlet. The Committee discussed comparable ordinances, how the pilot program was created, comparable fees, flexibility with indoor/outdoor spaces, and economic incentives. Chair Wolff stated that he would like the fee equivalent to the outdoor dining fee and we could always reassess the cost later. After discussion, the Committee directed staff to bring an ordinance in with a reduced fee (for discussion) so that businesses could start planning for the spring.

22. Project Status
Newman reported on the following:
- ComEd fraud. The Police Department responded immediately by putting out a public service message this afternoon. It will be put into this Friday’s e-news blast.
- Newman thanked members of the Fire Department who on their own time over the weekend dug out fire hydrants from the snow. In an emergency situation it would be very critical to have exposed fire hydrants. Many members of the community took it upon themselves to do this as well. Baerren suggested having a contact set up in the Street Department or Fire Department for residents to call if they cannot physically remove the snow from the fire hydrant themselves.
- We are switching platforms for our hybrid public meetings to the Zoom platform.

23. Other
There were no other items discussed at this time.

24. Adjournment
There being no other business to discuss, Chair Wolff asked for a motion to adjourn the meeting at 9:41pm; Made by Uher; Seconded by Callahan. Motion carried.

Minutes respectfully submitted by Jennifer Austin-Smith, Recording Secretary, on March 29, 2021.
TO: Committee of the Whole  
FROM: Joel Strassman, Planning and Zoning Officer  
DATE: April 7, 2021  
RE: Ordinance 21-24: Amending the Text of the Zoning Code (City Code Title 10)  
Relating to Signs in the DMU Downtown Mixed Use District, City of Batavia applicant

Summary: The Zoning Code limits projecting signs (only allowed in the DMU District) to generally one (1) per building and requires wall signs be adjacent to the business’ lease space. Draft Ordinance 21-24 (attached) would amend the Zoning Code to allow additional projecting signs, and to allow wall signs for businesses not adjacent to a street-facing wall. Additional information and the redline edit of the proposed Zoning Code text amendments are provided in the March 11 staff memorandum to the Plan Commission.

Background: Ordinance 21-24 would reduce the spacing requirement on a building for projecting sign installation brackets from 50 feet to 20 feet, with an allowance of up to three (3) per building. An upper and lower sign would be allowed on a projecting sign bracket with minimum clearance height from pedestrian and vehicle travel areas as defined in the Ordinance. The glossary definition for a projecting sign would be amended to include its mounting bracket and added provisions to allow the bracket to extend above and beyond the sign(s) can encourage use of decorative brackets.

To address wall sign opportunity for lease spaces not having adjacency to a street-facing wall, Ordinance 21-24 would allow a business in that lease space to have one (1) wall sign up to 24 square feet on a street facing wall. This sign can be a standard (flush-mount) or projecting sign. A new Glossary definition for Non-Frontage sign is proposed.

Staff notes that with almost all properties in the DMU District being in the Historic District, the proposed additional allowed signs will require Historic Preservation Commission approval of Certificate of Appropriateness (COA). For properties not in the Historic District, signs require Administrative Design Review (ADR) approval.

Plan Commission Review and Action: At its public hearing during the Commission’s March 17 remote meeting, the Commission found the proposed Zoning Code amendments would expand opportunities for lease spaces to display signage, benefitting business tenants. Required COA/ADR approvals can ensure compatibility of signs to the building. No audience members responded to the Chair’s request for input from meeting attendees. By a vote of 6-0 (1 seat vacant), the Commission recommended approval of amendments to the text of the Zoning Code to allow the expanded opportunities for signs in the DMU District as presented in Ordinance 21-24.

Alternatives: COW can recommend, for draft Ordinance 21-24, approval as presented or with specified changes, or denial. Alternatively, it can continue its review or remand the matter to the Commission if additional information is needed.

Impacts: Ordinance approval will expand signage opportunities in the DMU District that can help landlords lease space and their tenants increase their business. Staff anticipates no negative impacts to the properties or the DMU District, or to City services and staff.

Timeline for Actions: COW action on Ordinance 21-24 will allow for final City Council action on April 19.

Recommendation: Consistent with the Plan Commission recommendation for approval, staff recommends approval of Ordinance 21-24 as presented.

Attachment: Draft Ordinance 21-24
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-24
AMENDING THE CITY OF BATAVIA ZONING CODE
TITLE 10 OF THE CITY CODE

ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 19TH DAY OF APRIL, 2021

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 20th day of April, 2021

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-24
AMENDING THE CITY OF BATAVIA ZONING CODE
TITLE 10 OF THE CITY CODE

WHEREAS, the City of Batavia's Zoning Code (City Code Title 10) contains definitions and provisions relating to the use and development of land in the City of Batavia; and

WHEREAS, said provisions have been reviewed and it has been determined that these and certain other provisions, and requirements should be amended in order to better regulate the use and development of land in the City of Batavia; and

WHEREAS, public notice of proposed amendments to Title 10 of the Batavia City Code was duly given and published as required by law; and

WHEREAS, the Plan Commission of the City of Batavia did, on March 17, 2021 conduct a public hearing with respect to proposed amendments that would accomplish the appropriate changes to Title 10, and voted to recommend approval of said amendments to Title 10 of the City Code to the City Council’s Committee of the Whole; and

WHEREAS, the City Council’s Committee of the Whole has received the recommendation of the Batavia Plan Commission and recommended approval of said amendments; and

WHEREAS, the City Council of the City of Batavia has received the recommendation of both the Batavia Plan Commission and the Committee of the Whole, and has considered same; and

WHEREAS, it is in the best interests of the City of Batavia and its residents that the proposed Ordinance be adopted by the City Council of the City of Batavia.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois:

SECTION 1: That the City of Batavia Zoning Code (Title 10 of the City Code) is hereby amended in conformance with the terms of this Ordinance.

SECTION 2: That the City of Batavia Zoning Code Chapter 4.4: Sign Regulations is hereby amended as follows:

1. Section 4.406.B.1.e is amended as follows: e. Sign Area Allowances per Building Elevation. In addition to Non-Frontage Wall Signs as permitted in 4.406.B.2, Wall Signs are permitted at a rate of:

   with subsequent sub-items in e. (1) to (3) to remain unchanged.

2. Sections 4.406.B.1.h (1), (2), and (3) are amended as follows:

   (1) Location. One projecting sign and its bracket are permitted per tenant on each principal building for each street frontage. Up to two (2) signs may be mounted on one
(1) Bracket. For buildings located at an intersection, one 45-degree projecting corner sign and bracket is permitted in lieu of 2 frontage projecting signs. An additional sign bracket is allowed for a separate tenant space on a street frontage for every 20 feet of additional frontage, up to a maximum of three (3) brackets per street frontage.

(2) Placement. No sign shall project more than 5 feet from the face of the building, nor encroach closer than 2 feet from the face of a curb on a public or private street. The bracket may extend up to six (6) inches beyond the sign. No sign shall be higher than 5 feet below the top of a parapet wall, the top of a hip or gable roof, or 25 feet above grade, whichever is lower. The bracket may extend up to six (6) inches above the sign. Projecting signs and brackets shall be located in such a manner as to complement architectural features of the building.

(3) Clearance. All projecting signs shall maintain a 10-foot vertical clearance from a public sidewalk, walkway or path. A projecting sign shall maintain a 8 foot vertical clearance from a private sidewalk, walkway or path. The clearance shall be a minimum of 16 feet when above an alley, driveway, or other area vehicle travel area.

3. Section 4.406.B.1.h (6) is amended as follows:

   (6) Size. Projecting signs shall be subject to the maximum size limitation of Wall Signs and Non-Frontage Wall Signs, and shall be included as part of the total allowed Wall Sign area for a building and for the number of allowed Non-Frontage Wall Signs. Only one side of a projecting sign shall count toward allowable sign area.

4. A new Section 4.406.B.1.h (8) is added as follows: (8) Non-Frontage Signs. An allowed Non-Frontage Sign may be an allowed projecting sign.

5. Section 4.406.B.2 is renumbered 4.406.C. and all subsequent sections are renumbered accordingly.

6. A new Section 4.406.B.2 is added as follows: 2. Wall Signs, Non-Frontage. In the DMU District, a business or tenant may, with landlord approval, have one (1) such sign not to exceed twenty-four (24) square feet in area on one (1) wall facing a street. Such sign shall be subject to the requirements of Sections 4.406.B.1.a, b, c, g, h, and i. No building’s street-facing elevation shall have more than two (2) such signs.

SECTION 3: That the City of Batavia Zoning Code Chapter 6: Glossary is hereby amended as follows:

1. The definition for Projecting Sign is amended as follows: Projecting Sign. A sign and its mounting bracket attached to and projecting from a building face or wall by more than fifteen inches (15"). Projecting signs include signs that are totally or partially in the right of way or are totally on public property.

2. A new definition is for Wall Sign, Non-Frontage is added as follows: Wall Sign, Non-Frontage. A Wall Sign, as defined herein, for a business or tenant that is not adjacent to its lease space due to not having adjacency to an exterior wall facing a street.
SECTION 4: That this Ordinance 21-24 shall be in full force and effect upon its presentation, passage and publication according to the law.

PRESENTED to the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.  

PASSED by the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 19th day of April, 2021.

Jeffery D. Schielke, Mayor

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Mayor Schielke

VOTE: Ayes Nays Absent Abstention(s)
Total holding office: Mayor and 14 aldermen

ATTEST:

Ellen Posledni, City Clerk
TO: Committee of the Whole  
FROM: Drew Rackow AICP, Planner  
DATE: April 8, 2021  
RE: Ordinance 21-25: Amending the Text of the Zoning Code (Breweries, Towing Establishments, Conditional Use Duration) City of Batavia, Applicant

Summary: Ordinance 21-25 would revise several sections of the Zoning Code as proposed by staff. First, it would allow a Brewery with Tasting Room of up to 5,000 sf to be a permitted use in the DMU, Downtown Mixed Use District; larger breweries would be subject to Conditional Use approval. The second proposed change defines Towing Service Establishments (towing yards) as a separate use and would allow them as a permitted use in the LI and GI Districts and a conditional use in the SB District, subject to the same limitations for outdoor storage businesses. The third change is to revise the Conditional Use period of validity prior to initiation of the use to one year. Additional explanation of the proposed changes is included in the March 11 Staff Report to the Plan Commission.

Background and Plan Commission Review: At their March 17th remote meeting, the Plan Commission conducted the public hearing for these proposed text amendments. The discussion and recommendation on each of the changes is detailed below.

Breweries in the DMU District: The Zoning Code was revised in 2015 to add brewery related uses. With those changes, only a Brewpub was listed as an allowed use in the DMU District, meaning a brewery is only allowed in conjunction with a restaurant. Staff proposes that a Brewery be a permitted use in the district when it occupies less than 5,000 square feet and contains a tap room. Larger breweries would be permitted in the DMU but would require a Conditional Use. A Brewpub would remain a permitted use in the district.

Conditional Use Duration: After a Conditional Use is approved, an applicant currently has a period of two years to file for a building permit or initiate the use on the property. Staff proposes that this time frame be reduced to one year. Staff believes that the two-year period is proving to be excessive and can interfere with marketing the property if another use is sought. Staff noted to the Commission that two years is a long time from approval to use initiation, during which market forces of an area may materially change.

Towing Service Establishments: Towing Service Establishments (tow yards) are not currently defined in the Zoning Code as a separate use. Staff believes that these should be regulated similar to other Outdoor Storage Uses and permitted in the LI and GI Districts subject to regulations and as a Conditional Use in the SB, Service Business District. The allowance for the SB District has been added subsequent to the Plan Commission review. Towing services offered by Vehicle Services Light and Heavy uses (ex. auto repair shops) would continue to be permitted. Definitions for those uses would be updated to reflect this.

In their discussion, some Commissioners initially expressed hesitancy with allowing another alcohol-based business in the Downtown area. Staff noted that small breweries have located in the downtowns of the other Tri-Cities. Staff noted that the use does not necessarily share the same hours and activity seen with
other Eating and Drinking Establishments. Other than liquor license requirements, there are no zoning restrictions on liquor uses in the DMU District.

One member of the public addressed the Plan Commission indicating interest in opening a brewery in the downtown area and explaining the nature of the business to customers. The speaker noted that craft breweries’ clientele generally visit a tap room to “experience the artistry of the beers produced”, and that price points do not attract the excessive drinking some Commissioners expressed concerns over. They noted that the proposed differentiation of size for permitted vs conditional uses seemed reasonable, compared to other breweries in the local market area. Commissioners discussed the desirability of a craft distiller or cidery in the DMU District. Staff noted that malt-based beverages are addressed with these existing definitions, and that other uses may be allowed as a similar use, or as a Small-Scale Food Preparation use.

Commissioners agreed that the proposed regulation changes for both the Towing Service Establishment and Conditional Use period of validity seemed reasonable and that the suggested rationales were sound. By a vote of 6-0 (1 seat vacant), the Commission recommended approval of amendments to the text of the Zoning Code presented in Ordinance 21-25.

Alternatives: The City Council can approve or deny the Ordinance as presented, propose changes to the Ordinance, remand the issue back to the Plan Commission for further review, or take no action.

Impacts: Approving Ordinance 21-25 would allow additional opportunities for brewery uses in the Downtown when associated with a retail use like a tap room. Towing Service Establishments would be more clearly regulated and directed to the Service Business or Light and General Industrial Districts. Conditional Use applications may proceed with development or withdraw their requests in a timelier manner. Staff does not identify any budget or staffing impacts from the proposed changes.

Timeline for Actions: With a COW recommendation, Ordinance 21-25 could be placed on the City Council agenda for final action on April 19th.

Recommendations: The Plan Commission recommended approval of the proposed changes contained in Ordinance 21-25, by a vote of 6-0. Staff recommends approval of Ordinance 21-25, as presented.

Attachment: Draft Ordinance 21-25
Plan Commission Memo
Zoning Code Section Excerpts (redlined)
Plan Commission Minutes

Cc: Mayor and City Council
Department Heads
Media
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-25
AMENDING THE CITY OF BATAVIA ZONING CODE
TITLE 10 OF THE CITY CODE

ADOPTED BY THE
MAYOR AND CITY COUNCIL
THIS 19TH DAY OF APRIL, 2021

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 20th day of April, 2021

Prepared by:
City of Batavia
100 N. Island Ave.
Batavia, IL 60510
CITY OF BATAVIA, ILLINOIS
ORDINANCE 21-25
AMENDING THE CITY OF BATAVIA ZONING CODE
TITLE 10 OF THE CITY CODE

WHEREAS, the City of Batavia's Zoning Code (City Code Title 10) contains definitions and provisions relating to the use and development of land in the City of Batavia; and

WHEREAS, said provisions have been reviewed and it has been determined that these and certain other provisions, and requirements should be amended in order to better regulate the use and development of land in the City of Batavia; and

WHEREAS, public notice of proposed amendments to Title 10 of the Batavia City Code was duly given and published as required by law; and

WHEREAS, the Plan Commission of the City of Batavia did, on March 17, 2021 conduct a public hearing with respect to proposed amendments that would accomplish the appropriate changes to Title 10, and voted to recommend approval of said amendments to Title 10 of the City Code to the City Council’s Committee of the Whole; and

WHEREAS, the City Council’s Committee of the Whole has received the recommendation of the Batavia Plan Commission and recommended approval of said amendments; and

WHEREAS, the City Council of the City of Batavia has received the recommendation of both the Batavia Plan Commission and the Committee of the Whole, and has considered same; and

WHEREAS, it is in the best interests of the City of Batavia and its residents that the proposed Ordinance be adopted by the City Council of the City of Batavia.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois:

SECTION 1: That the City of Batavia Zoning Code (Title 10 of the City Code) is hereby amended in conformance with the terms of this Ordinance.

SECTION 2: That the City of Batavia Zoning Code Chapter 2.4: Downtown Mixed Use District, Table 2.403 Land Use Regulations – Downtown Mixed is hereby amended to add the following entry to the Table:

<table>
<thead>
<tr>
<th>Use Classification</th>
<th>DMU</th>
<th>Additional Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brewery with Taproom, 5,000 Square Feet or less</td>
<td>P</td>
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<tr>
<td>Brewery with Taproom, over 5,000 Square Feet</td>
<td>C</td>
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</table>
SECTION 3: That the City of Batavia Zoning Code Chapter 2.6: Employment Districts, Table 2.603 Land Use Regulations – Employment Districts is hereby amended to add the following entry under the Vehicle Equipment Sales, Leasing and Services:

<table>
<thead>
<tr>
<th>Use Classification</th>
<th>O</th>
<th>SB</th>
<th>LI</th>
<th>G1</th>
<th>Additional Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Towing Service Establishment</strong></td>
<td>--</td>
<td>C</td>
<td>P</td>
<td>L4</td>
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</tbody>
</table>

SECTION 4: That the City of Batavia Zoning Code Chapter 5.404.A is hereby revised to read as follows:

A. **Expiration.** A use permit shall automatically expire 1 year from its effective date unless either of the following has occurred:

1. Commencement of the use, or

2. Commencement of construction related to the use pursuant to a valid building permit.

SECTION 5: That the City of Batavia Zoning Code Chapter 6: Glossary is hereby amended as follows:

1 Add the following definition of **Towing Service Establishment:**

2 **Towing Service Establishment.** An establishment that provides for the removal of and temporary storage of a motor. A Towing Service Establishment may temporarily store such vehicles, but does not include the disposal, disassembly, salvage, or permanent storage of inoperable vehicles or a Salvage Yard or Junkyard use.

3 Modify the definition of **Vehicle Services, Heavy** to read as follows:

**Vehicle Services, Heavy.** Major repair of automobiles, trucks, motor homes, recreational vehicles, or boats. This classification includes full or partial drive train removal, repair and replacement, body and paint shops, radiator shops, vehicle emissions testing, transmission shops and similar uses. Towing Service for vehicles to be repaired on the premises or to a vehicle in need of services may be provided as an accessory use. This classification excludes vehicle dismantling or Salvage.

4 Modify the definition of **Vehicle Services, Light** to read as follows:

**Vehicle and Equipment Services, Light.** Minor vehicle and equipment services limited to repair, replacement and installation of components, including batteries, tires, brakes, tune-ups, air conditioning, automobile glass replacement and tinting, upholstery, audio and video equipment, mufflers, fluid change and lubrication services. Equipment services include service and repair of garden equipment. Towing Service for vehicles to be repaired on the premises or to a vehicle in need of
services may be provided as an accessory use. Light vehicle services exclude any operation specified under Vehicle Services, Heavy.

SECTION 4: That this Ordinance 21-25 shall be in full force and effect upon its presentation, passage and publication according to the law.

PRESENTED to the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 19th day of April, 2021.

Jeffery D. Schielke, Mayor

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<tr>
<th>Ward</th>
<th>Aldermen</th>
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Mayor Schielke

VOTE: Ayes Nays Absent Abstention(s)

Total holding office: Mayor and 14 aldermen

ATTEST:

Ellen Posledni, City Clerk
TO: Plan Commission
FROM: Drew Rackow AICP, Planner
DATE: March 11, 2021
RE: Public Hearing: Amendments to the Text of the Zoning Code (Miscellaneous Amendments)
   Chapter 2.4: Downtown Mixed Use Districts
   Chapter 2.6: Employment Districts
   Chapter 5.4: Use Permits
   Chapter 6: Glossary

Background: Staff has scheduled a Public Hearing for several Zoning Code text amendments at the March 17th Plan Commission (PC) meeting. These changes generally would adjust items staff has identified through the application of the Zoning Code that need revision. Several sign related items are addressed in a separate memo. The following changes are outlined in this memo.

1. Add Brewery with a taproom as an allowed use in the DMU. It would be permitted up to 5,000sf and require conditional use approval if larger.

2. Address Towing Vehicle Operations as a separate use.

3. Modify the term of expiration for a Conditional Use not initiated

The intent of the amendments is to address items not adequately addressed and modify other provisions to allow for more appropriate regulation.

Summary of Information and Analysis: As noted above, the proposed changes across three specific topics are described below.

Breweries in the Downtown Mixed-Use District: In 2015, the City Council approved Ordinance 15-07 which added definitions and allowances for breweries and brewpubs to the Zoning Code. The added definitions addressed situations unique to breweries, such as having a tasting room, an associated restaurant and having direct sales to consumers in addition to wholesale customers. Prior to that change, breweries were regulated as Food Preparation Large Scale/Small Scale. Standalone breweries had not been added to the DMU District, only Brewpubs, which require a brewery to be established as part of a restaurant. Since that change, staff has had discussions with potential breweries that were seeking a downtown location, but not interested in having a restaurant as part of their business plan. With the definition of Brewery now in place, a standalone brewery not associated with a restaurant is prohibited in the DMU District. Staff believes that a brewery with taproom can be appropriate in the Downtown, both Geneva (Art History Brewing) and St. Charles (D&G Brewing) have breweries with tasting rooms in their downtown.

Staff proposes an amendment to the Zoning Code proactively to allow breweries in the DMU, so that prospective businesses will not have to apply for and wait for a change to be made. Staff proposes that a brewery with taproom be a permitted use (subject to Liquor License approval) in the DMU when equal to or smaller than 5,000 square feet. Breweries larger than 5,000 are proposed to be a conditional use under the draft text. Staff proposes that taproom be included in the use specification to assure that a brewery use provides one in the downtown. Staff believes that as a brewery gets larger, it may be more focused on production and may have additional operational concerns necessitating oversight through a Conditional Use. Larger breweries can have issues with storage and removal of spent grain, placement of loading docks, and access for larger trucks.
Conditional Use Time Duration: The Zoning Code section 5.404.A allows an applicant with an approved conditional use permit a period of two years to either establish the approved use or receive permits for improvements associated with the use before it expires. Staff believes that the two-year period may encumber properties when implementation of the approved conditional use is delayed or abandoned. As the pandemic has shown, conditions of a site from the time of approval of a conditional use to implementation of the use at two years later can be dramatically different. Staff believes a 1-year period to initiate work would provide greater incentive for applicants to diligently pursue the use they request to establish. This change would not apply to any existing holders of a conditional use not yet established but would apply to any applications made after a change is approved by the City Council.

Towing Service Establishments: In reviewing the Zoning Code regulations, staff determined that Towing Service Establishments are not adequately addressed as a standalone use. Staff believes that as a standalone use it is only compatible with the Employment Districts. Towing Establishments often include outdoor storage areas for inoperable vehicles. Staff believes that towing can be offered and should continue to be allowed as an accessory to a Vehicle Service uses (ex. towing a disabled car in for service) when storage is not provided. The amended definition of these uses accommodates towing for repair businesses. The DMU and Commercial Districts already include prohibitions on outdoor storage, but certain non-conforming conditions exist where a towing operation could otherwise locate. Staff proposes adding a definition for the towing use and allowing it in the LI and GI Districts as a permitted use, subject to being located at a location with a permanent structure.

Overall, staff believes these changes clarify Zoning Code requirements and address existing deficiencies.

Staff Recommendations: Staff recommends the Plan Commission open and conduct the Public Hearing for the Text Amendments. After receiving testimony, the Commission can continue the Hearing to allow for additional time for consideration. If the Commission feels it can make a recommendation to the City Council on the proposed amendments, the Commission can close the hearing and make a recommendation to the Committee of the Whole that may include changes to the attached draft amendments.

Attachment: Draft of staff-proposed Zoning Code amendments
"L" designates uses that are permitted subject to certain limitations. Number designations refer to the limitations listed at the bottom of Table 2.403: Land Use Regulations – Downtown Mixed Use District.

"T" designates uses that are permitted to be conducted for a temporary period of time. Time limitations are listed in Table 4.509: Temporary Uses.

"A" designates uses that require an Administrative Use Permit pursuant to Chapter 5.4: Use Permits.

"C" designates uses that require a Conditional Use Permit pursuant to Chapter 5.4: Use Permits.

B. **Unlisted Uses.** Uses are defined in Chapter 6: Glossary. If a proposed use is not listed in the Glossary, the Planning and Zoning Officer shall determine if the proposed use is substantially similar to a permitted use; in that event, the Planning and Zoning Officer shall assign the proposed use to a permitted use definition.

C. **Prohibited Uses.** Uses not listed in Table 2.403: Land Use Regulations – Downtown Mixed Use District below or not assigned to a Use Definition pursuant to Section 2.403.B: Unlisted Uses, are prohibited.

D. **Additional Use and Development Regulations.** Additional use and development regulations for the Downtown Mixed Use District are set forth in Section 2.405: Additional Use and Development Regulations.

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<tr>
<th>Use Classification</th>
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<th>Additional Regulations</th>
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<tr>
<td>Amplified Artistic Performance</td>
<td>P, L8</td>
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<td>Animal Grooming</td>
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<td>Small Animal Clinics</td>
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<td>Automated Teller Machine (ATM)</td>
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<td>Banks and Other Financial Institutions</td>
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<td>Without Drive Through Facilities</td>
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<tr>
<td>With Drive Through Facilities</td>
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<td>Banquet Facility</td>
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<td>Bed and Breakfast Home</td>
<td>A, L12</td>
<td>See Section 2.405.H and Title 3-11</td>
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<td>Brewpub</td>
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<td>Building Material and Home Improvement Sales and Service, Retail</td>
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<td>Business Services</td>
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<td>Carnival</td>
<td>T</td>
<td>See Section: 4.509</td>
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<td>Child Care Facility</td>
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<td>Conference Center</td>
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<td>Clubs and Lodges</td>
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<td>Cultural Institutions</td>
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<td>Restaurants, Limited Service</td>
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<td>Large-Scale</td>
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<td>See Section 4.509</td>
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<td>Food Preparation</td>
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<td>Small-Scale</td>
<td>P, L7</td>
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<td>Fortune Telling Business</td>
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<td>Funeral and Undertaking Services</td>
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<td>Garden Supply Stores and Plant Nurseries</td>
<td>P, L7</td>
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<td>Government Offices and Facilities</td>
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<td>Group Home</td>
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<td>Haunted House</td>
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<td>See Section 4.509</td>
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<td>Health Care Facilities</td>
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<td>Urgent Care Facility</td>
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<td>Medical Offices and Clinics</td>
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<td>Hospice</td>
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<td>Hotels and Commercial Lodging</td>
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<td>Instructional Services, Specialized</td>
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<td>Laundry Services</td>
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<td>Mail Order Catalog or Internet Sales</td>
<td>P, L7</td>
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<td>Maintenance and Repair Services</td>
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<td>Manufacturing and Assembly</td>
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<td>Artisan</td>
<td>P, L6</td>
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<td>Massage Establishment</td>
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<td>Media Studio</td>
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<td>Offices, General</td>
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<tr>
<td>Over-The-Air Reception Device</td>
<td>P</td>
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## 2.404 Site Development Regulations

Table 2.404: Site Development Regulations – Downtown Mixed Use District sets forth the site development regulations for the Downtown Mixed Use district, which are in addition to the development regulations set forth in Section 2.405: Additional Use and Development Regulations and Chapter 4. Letter designations in the Additional Regulations column refer to regulations that follow Table 2.404: Site Development Regulations – Downtown Mixed Use District.

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### 2.405 Additional Use and Development Regulations

A. **Transparency.** All principal structures, other than religious institutions, adjacent to public streets shall have a minimum percentage of their length comprised of vision glass, from at least 24 inches above grade to 7 feet above grade, including
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### Table 2.603 Land Use Regulations – Employment Districts

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<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information</td>
<td>C</td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waste Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazardous Waste Collection and Transfer Facility</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Hazardous Waste Disposal Facility</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Non-Hazardous Waste Collection and Transfer Facility</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Non-Hazardous Waste Disposal Facility</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Non-Hazardous Material Recycling Collection Facility</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Wireless Communication Facilities</td>
<td>--</td>
<td>--</td>
<td>A</td>
<td>A</td>
<td></td>
</tr>
</tbody>
</table>

**Limitations**

L1: Only as a use incidental to the principal use of the property.
2.603 Land Use Regulations – Employment Districts

<table>
<thead>
<tr>
<th>Use Classification</th>
<th>O</th>
<th>SB</th>
<th>LI</th>
<th>GI</th>
<th>Additional Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>L2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Drive-through facilities prohibited.</td>
</tr>
<tr>
<td>L3:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Only as a use incidental to the principal use of the property. Retail uses shall not exceed 1000 sq. ft. Gross Floor Area (GFA).</td>
</tr>
<tr>
<td>L4:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Permitted on properties with a principal structure. A Conditional Use for properties without a principal structure.</td>
</tr>
<tr>
<td>L5:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Only as an incidental use to Vehicle Services, Light and Vehicle Services, Heavy. Motor Vehicle Sales and Leasing shall be conducted indoors and limited to 10 percent of the GFA of the principal use.</td>
</tr>
<tr>
<td>L6:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Permitted as an Accessory Use to a Brewery Use</td>
</tr>
<tr>
<td>L7:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Conditional Use Permit is required for either a principal or accessory/incidental use.</td>
</tr>
</tbody>
</table>

2.604 Site Development Regulations

Table 2.604: Site Development Regulations – Employment Districts sets forth the site development regulations for employment districts, which are in addition to the development regulations set forth in Section 2.605: Additional Use and Development Regulations and Chapter 4. Letter designations in the Additional Regulations column refer to regulations that follow Table 2.604: Site Development Regulations – Employment Districts.

<table>
<thead>
<tr>
<th>Standards</th>
<th>O</th>
<th>SB</th>
<th>LI</th>
<th>GI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Principal Building Height (ft.)</td>
<td>35</td>
<td>35</td>
<td>45</td>
<td>75</td>
</tr>
<tr>
<td>Maximum Accessory Building Height (ft.)</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Minimum Principal Building Setback (ft.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>25</td>
<td>25</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>Side (Corner)</td>
<td>20</td>
<td>20</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>Side (Transitional to Residential)</td>
<td>25</td>
<td>25</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Side (Commercial/Office/Public Facility/Institutional)</td>
<td>10</td>
<td>10</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Side (Employment)</td>
<td>10</td>
<td>10</td>
<td>0/10</td>
<td>0/10</td>
</tr>
<tr>
<td>Rear (Transitional to Residential)</td>
<td>20</td>
<td>20</td>
<td>45</td>
<td>45</td>
</tr>
<tr>
<td>Rear (Non-residential)</td>
<td>15</td>
<td>20</td>
<td>30</td>
<td>0/15</td>
</tr>
<tr>
<td>Separation between Buildings (ft.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single story</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Multiple story</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Accessory Building Setbacks</td>
<td>--</td>
<td>--</td>
<td></td>
<td>(E)</td>
</tr>
<tr>
<td>Minimum Required Perimeter Landscape Area (ft.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front (Arterial street)</td>
<td>25</td>
<td>25</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>Front (Collector or local street)</td>
<td>20</td>
<td>20</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Side (Arterial)</td>
<td>20</td>
<td>20</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Side (Collector or local)</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Side (Residential)</td>
<td>20</td>
<td>20</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>Side (Commercial/Office/Public Facility/Institutional)</td>
<td>10</td>
<td>10</td>
<td>15</td>
<td>20</td>
</tr>
<tr>
<td>Side (Employment)</td>
<td>10</td>
<td>10</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Rear (Residential)</td>
<td>20</td>
<td>20</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>Rear (Commercial/Office/Public Facility/Institutional)</td>
<td>15</td>
<td>15</td>
<td>0/15</td>
<td>0/15</td>
</tr>
</tbody>
</table>
3. The proposed use conforms with the conditions, requirements, or standards prescribed by the Zoning Code and any other applicable local, State, or Federal requirements; and

4. The proposed use, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.

B. **Findings Required for Denial of Administrative Use Permit.** If the Planning and Zoning Officer is unable to make all the required findings for approval, he shall deny the application, in which case he shall state in writing the reasons for that determination.

C. **Findings Required for Approval of Conditional Use Permits.** The Plan Commission may approve a Conditional Use Permit as submitted or modified only upon making all of the following findings:

1. The proposed use will not be detrimental to health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general;

2. The proposed use, as conditioned, conforms with the purposes, intent, and policies of the Comprehensive Plan and any applicable area, neighborhood, or other plan adopted by the City Council;

3. The proposed use conforms with the conditions, requirements, or standards required by the Zoning Code and any other applicable local, State, or Federal requirements; and

4. The proposed use, as conditioned, would not unreasonably interfere with the use and enjoyment of nearby properties.

D. **Findings Required for Denial of Conditional Use Permits.** If the Plan Commission is unable to make all the required findings to recommend approval, it shall recommend denial of the application, in which case the Commission shall state in the minutes the reasons for that determination, and the reasons shall be transmitted in the staff report to the Community Development Committee and City Council.

5.404 **Expiration; Modifications; Revocation**

A. **Expiration.** A use permit shall automatically expire 2 years from its effective date unless either of the following has occurred:

1. Commencement of the use, or

2. Commencement of construction related to the use pursuant to a valid building permit.
**Fueling Facility.** A facility for the retail sale of vehicle fuel. Incidental uses may include *convenience retail sales* less than 1000 square feet, an Automated or Self-Service Car Wash, Light Vehicle Services and Alternative Fueling Facilities.

**Fueling Facility, Alternative.** Commercial sale of propane, natural gas, hydrogen, electric, or other alternative fuels to be used in vehicles.

**Fueling Facility, Fleet.** Fuel dispensing limited to fleet vehicles such as delivery trucks, school buses, and municipal vehicles where no retail sales are conducted.

**Motor Vehicle Sales and Leasing, New and Used.** Sale or leasing of automobiles, motorcycles, light trucks, motor homes, recreational vehicles, boats, and similar equipment, including incidental maintenance.

**Motor Vehicle Sales and Leasing, New and Used – Internet Based:** A Vehicle Sales and Leasing, New and Used business that primarily advertises, attracts customers and conducts business activities through the Internet. All activities related to this business, including the display of merchandise is conducted within an enclosed building.

**Non-Commercial Vehicle Rental.** Rental of automobiles, light trucks, motorcycles, watercraft, and similar equipment, specifically excluding sales and maintenance. This classification does not include the rental of motor homes and recreational vehicles.

**Tent Sale, Vehicle.** The temporary outdoor sale of vehicles at other than a normal business location, by one or more licensed dealers.

**Towing Service Establishment.** An establishment that provides for the removal of and temporary storage of a motor. A Towing Service Establishment may temporarily store such vehicles, but does not include the disposal, disassembly, salvage, or permanent storage of inoperable vehicles or a Salvage Yard or Junkyard use.

**Vehicle Services, Heavy.** Major repair of automobiles, trucks, motor homes, recreational vehicles, or boats. This classification includes full or partial drive train removal, repair and replacement, body and paint shops, radiator shops, vehicle emissions testing, transmission shops and similar uses. **Towing Service for vehicles to be repaired on the premises or to a vehicle in need of services may be provided as an accessory use.** This classification excludes vehicle dismantling or Salvage.

**Vehicle and Equipment Services, Light.** Minor vehicle and equipment services limited to repair, replacement and installation of components, including batteries, tires, brakes, tune-ups, air conditioning, automobile glass replacement and tinting, upholstery, audio and video equipment, mufflers, fluid change and lubrication services. Equipment services include service and repair of garden equipment. **Towing Service for vehicles to be repaired on the premises or to a vehicle in need of services may be provided as an accessory use.** Light vehicle services exclude any operation specified under Vehicle Services, Heavy.
1. Meeting Called to Order for the Plan Commission Meeting
Chair Gosselin called the meeting to order at 7:00pm.

2. Roll Call:

Members Present: Chair Gosselin; Commissioners Harms, Joseph, Peterson, Moore, LaLonde

Members Absent:

Also Present: Drew Rackow, Planner; Joel Strassman, Planning and Zoning Officer; Jeff Albertson, Building Commissioner; and Jennifer Austin-Smith, Recording Secretary

3. Items to be Removed, Added or Changed
There were no items to be removed, added or changed.

4. Approval of Minutes: February 3, 2021

Motion: To approve the minutes from February 3, 2021
Maker: Harms
Second: LaLonde
Roll Call Vote: Aye: Harms, Joseph, Gosselin, Moore, Peterson, LaLonde
Nay: None
6-0 Vote, 0 Absent, Motion carried.

5. PUBLIC HEARINGS – Amending the Text of the Zoning Code (City of Batavia, Applicant)
   • Signage
     o 4.4: Sign Regulations
     o 6: Glossary
   • Miscellaneous Amendments
     o Chapter 2.4: Downtown Mixed Use Districts
     o Chapter 2.6: Employment Districts
     o Chapter 5.4: Use Permits
     o Chapter 6: Glossary
Motion: To open the Public Hearing
Maker: Joseph
Second: Peterson
Roll Call Vote: Aye: Joseph, LaLonde, Moore, Peterson, Gosselin, Harms
Nay: None
6-0 Vote, 0 Absent, Motion carried.

The Public Hearing was opened at 7:03pm.

Strassman gave the staff report. Strassman stated this hearing is to consider two basic changes to the sign regulations to increase sign opportunity for businesses in the Downtown Mixed Use (DMU) zoning district. Projecting signs essentially are limited to one per bracket, one bracket per building, with an additional bracket and sign allowed for buildings wider than 50 feet. Staff is proposing to allow an upper and lower sign on one bracket, meeting the same clearance and projection standards now, and allowing up to 3 brackets per building, spaced 20 feet apart. Staff is also proposing to allow brackets to extend a bit higher and project a bit further than the sign to allow use of decorative brackets. The Glossary would be amended to include the bracket as part of the projecting sign and the Sign Chapter would be amended to allow the additional brackets and signs.

Wall signs, including projecting signs, must be placed on a wall adjacent to the business advertised. There are some lease spaces in the DMU District that are not adjacent to an exterior wall and more importantly, not adjacent to a street-facing wall. One such sign would be allowed exclusively in the DMU District for the affected business. The sign can be up to 24 square feet in size and the wall can have up to 2 of these signs. The Glossary would be amended to define a new sign type – the Non-Frontage Wall Sign, and the Sign Chapter would be amended to allow these signs as described.

Staff believes the proposed amendments will be beneficial to property owners in attracting new businesses and will help businesses better advertise their products and services.

The Commission discussed amending the Zoning Code to allow additional projecting signs, the increased demand for projecting signs, and allowing for more sign opportunity. The consensus of the Commission was in favor of the proposed changes presented by staff. There were no comments from the public submitted by email, or voiced during this portion of the meeting when the Commissioner asked for audience input.

Motion: To recommend approval of the amendments to the Zoning Code to regulate projecting and non-frontage wall signs in the Downtown Mixed Use district as proposed by staff
Maker: Moore
Second: Joseph
Roll Call Vote: Aye: Moore, Peterson, Harms, Joseph, LaLonde, Gosselin
Nay: None
6-0 Vote, 0 Absent, Motion carried.
Rackow overviewed the miscellaneous amendments as reported in the memo. Breweries in the DMU (permitting a brewery with a tap room component of 5,000 square feet or less) are proposed as a Permitted Use and anything larger would be a Conditional Use under the proposed language. Conditional Use and the duration a Conditional Use is valid was discussed. Currently, a Conditional Use is valid for two years after Commission approval. Staff feels the two-year period may be too long of a period for a Conditional Use applicant. The applicant could encumber the property if they do not move forward with the project and a Conditional Use is only revocable with a Public Hearing process in front of the Plan Commission (PC). Staff believes a one-year period would be sufficient. The last item is regarding towing service establishments. We are proposing to create a definition for a stand-alone towing establishment use. The proposed definition would define the use as basically a business that tows and then stores vehicles on site. Staff would be adding to the definition of vehicle services light and vehicle services heavy with a clarification stating towing services can be provided with a vehicle services light or heavy use but not for the purpose of storage on the property of an inoperable vehicle. This use is just to bring a car in for service or remove a car to go elsewhere for service. Staff believes these services should only be in the Light Industrial and General Industrial Districts.

The Commission discussed impound lots and how that use is not defined in the current code, brewery pubs, distilleries, food and beverage production facilities, and the potential to have food trucks on a limited basis in the downtown (to be discussed at next Tuesday’s Committee of the Whole meeting).

Chair Gosselin opened the floor for public comment. Sabrina Aiello addressed the Commission. She shared that she is interested in opening a craft brewery in downtown Batavia. She wanted to address any concerns of the Commission. She stated, generally, the clientele of a craft brewery are not a rowdy crowd. They are there to enjoy the artistry of the beer. Breweries generally close at ten, eleven o’clock at night. They are not a place where people will be drinking all night. Additionally, it is usually a higher cost so it is not conducive to drinking all night. Patrons are there to enjoy the artistry of the brewery. She stated that she could answer any questions the Commission may have. Chair Gosselin asked if 5,000 square feet was enough for the brewery component and taproom. Sabrina answered for their purpose that is more than enough. If you compare this to Penrose and some breweries in St. Charles and Geneva, 5,000 square feet is reasonable. Rackow shared that he has not received any emails on these particular items and there were no other members from the public that wanted to address the Commission when the Commissioner asked for audience input.

Motion: To close the Public Hearing
Maker: Peterson
Second: LaLonde
Roll Call Vote: Aye: Peterson, Gosselin, Harms, Joseph, LaLonde, Moore
Nay: None
6-0 Vote, 0 Absent, Motion carried.

The Public Hearing closed at 7:38pm.
Motion: To recommend to the Committee of the Whole approval of the Zoning Code amendments as proposed by staff
Maker: Joseph
Second: Moore
Roll Call Vote: Aye: Joseph, LaLonde, Moore, Peterson, Gosselin, Harms
Nay: None
6-0 Vote, 0 Absent, Motion carried.

6. Matters from the Public (for items NOT on the agenda)
There were no matters from the public.

7. Other Business
Rackow stated if anyone did not receive a Zoom meeting schedule for either the meetings for the first week of the month or second week of the month meetings to notify him so he could resend the corresponding email. Rackow noted that if a meeting is cancelled he would cancel the meeting in Zoom and staff would send out a cancellation email.

Rackow announced there would be a PC meeting on April 7th. This meeting will be held remotely because it was previously noticed as a remote meeting. There is a Design Review scheduled for the April 7th meeting.

8. Adjournment
There being no other business to discuss, Chair Gosselin asked for a motion to adjourn the Plan Commission. Joseph moved to adjourn the meeting, Harms seconded. All were in favor. The meeting was adjourned at 7:46pm.

Minutes respectfully submitted by Jennifer Austin-Smith, Recording Secretary, on March 18, 2021.
TO:   Committee of the Whole – City Services 4/13
FROM:   Timothy Grimm, P.E., Civil Engineer
DATE:   April 6, 2021
RE:   Resolution 21-030-R: Authorizing Execution of the Contract with Performance
Construction for the 2021 Ward 1 Storm Sewer Reconstruction – Phase 4 project for an
amount not-to-exceed $1,260,127.00

Summary
The Engineering Division opened bids for the 2021 Ward 1 Storm Sewer Reconstruction – Phase 4
construction project on Friday, March 26, 2021.

The project includes construction of large diameter storm sewer, watermain replacement, concrete curb
and gutter, sidewalk, full depth pavement replacement, and restoration among other items. The expected
completion date for this project is August 27, 2021.

Project History
In 2016, the City of Batavia allocated funds to complete a thorough drainage study of the 1st Ward on the
east side due to repeated flooding events occurring in this area. The area of concern is generally bound
by Pine Street to the north, Raddant Road to the west, Giese Road to the south and Kirk Road to the east.
During the June 15, 2015 rain event this area experienced stormwater back-ups that have not been seen
in the past. There was water filling numerous streets within this neighborhood, sometimes backing up
into yards and an occasional house.

The preliminary engineering study was completed in 2016 and included a full investigation and analysis
on the storm sewer system in this area including the routing, sizing, any locations of restrictions and
hydraulic capacity of the storm sewer system including the culvert located under the Kirk Road, where the
system ultimately discharges to a channel. The results of the study recommend replacement and upsizing
of the existing storm sewer in several locations throughout the study area.

The overall project final engineering was completed by WBK in 2018 and includes plans and specifications
for the construction of the new storm sewers within the project limits. Due to the large size of the project
the construction was planned out in phases which will take four years to complete. The third stage of work
was completed in 2020 and included storm sewer construction along Chillem Drive between Bluestem
Lane and Raddant Rd and also Rye Ct. In addition to the new storm sewer, watermain was replaced due
to the age of the pipe and history of frequent breaks in this area.

Construction
The 2021 Ward 1 improvements will include primarily 24-in to 36-in diameter storm sewer replacement
along Blustem Lane, Lexington Lane, Cardinal Ct, and Orchard Ct. The new storm sewer will connect to
the new storm sewer installed in 2019 at Bluestem and continue west along Lexington to Dover Ct and
also north along Bluestem to Woodland Hills Rd. Storm sewer improvements will also be included along Cardinal Court this year. Orchard Ct will have a new storm sewer discharge constructed at the east end to the Kirk Rd outfall. Due to the size of the project and the need for staging of equipment and materials, roads in the construction zones will be closed to thru traffic. In addition to the storm sewer work, 8-in diameter watermain and water services will also be installed within the limits of the construction (except for Orchard Ct).

After all utilities have been installed and properly tested Bluestem, Lexington, and Cardinal Ct will have a full depth road reconstruction and spot curb replacement within the limits of construction.

This year will be the last phase of construction for the Ward 1 drainage improvements project.

**2021 Ward 1 Storm Sewer Reconstruction – Bidding Results:**

Nine (9) bids were received this year from area contractors and eight (8) of those bids were below the Engineer’s Estimate of Construction Cost. In addition six (6) of the bidders were within about 10% of the engineer’s estimate. The low bid from **Performance Construction** is about 20% lower than the engineers estimate. Overall this is very good pricing and we are pleased to see some significant savings in the costs for the 2021 storm sewer and watermain construction.

A summary of the bids is provided below:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Bidder</th>
<th>Base Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Performance Construction</td>
<td>$1,145,570.00</td>
</tr>
<tr>
<td>2</td>
<td>Acqua Contractors</td>
<td>$1,190,000.00</td>
</tr>
<tr>
<td>3</td>
<td>PirTano Construction</td>
<td>$1,297,297.00</td>
</tr>
<tr>
<td>4</td>
<td>Swallow Construction</td>
<td>$1,328,084.41</td>
</tr>
<tr>
<td>5</td>
<td>Fox Excavating</td>
<td>$1,343,441.00</td>
</tr>
<tr>
<td>6</td>
<td>H. Linden &amp; Sons</td>
<td>$1,354,979.52</td>
</tr>
<tr>
<td>7</td>
<td>J. Congdon Sewer</td>
<td>$1,411,354.99</td>
</tr>
<tr>
<td>8</td>
<td>Copenhaver Construction</td>
<td>$1,444,506.20</td>
</tr>
<tr>
<td>--</td>
<td>Engineer’s Estimate of Probable Construction Cost</td>
<td>$1,490,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Martam Construction</td>
<td>$1,616,104.52</td>
</tr>
</tbody>
</table>

Due to the nature of the project and potential for conflicts with existing utilities and other unforeseen conditions Staff recommends awarding the contract with an additional 10% contingency to allow for change orders, awarding a total of $1,260,127.00 (Base Bid plus 10%) to **Performance Construction**.

Performance Construction has worked on the Ward 1 construction project before completing Phase 1 in 2018 and Phase 2 in 2019. They have performed well based on our past experience working with them and we have received very favorable pricing for our project.
Memo to: City Services Committee  
April 6, 2021  
Page Three

Funding Breakdown

There are three capital project funds that have amounts included for the construction and construction engineering. Drainage Capital Projects, Street Improvements, and Water Capital Improvements. Water and Drainage Capital Funds will pay for respective pay items and Streets Maintenance has up to $44,000 available to account for the road reconstruction work. The large budget savings can be attributed to very competitive pricing that we received on this year’s bids.

Below is the breakdown of funding source for this project:

<table>
<thead>
<tr>
<th>Funding Sources - Construction</th>
<th>Budget Amount</th>
<th>Base Bid Amount Breakdown by Fund (Storm/Street/Water Pay Items)</th>
<th>Base Bid Amount + 10% Contingency</th>
<th>Budget Savings/(Shortfall)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drainage Capital Projects (33-34-6470)</td>
<td>$790,000</td>
<td>$641,290</td>
<td>$707,619</td>
<td>$66,329</td>
</tr>
<tr>
<td>Street Maintenance (43-47-6471)</td>
<td>$44,000</td>
<td>$44,000</td>
<td>$44,000 (no contingency)</td>
<td>$0</td>
</tr>
<tr>
<td>Water Capital Improvements (30-71-6476)</td>
<td>$669,000</td>
<td>$460,280</td>
<td>$508,508</td>
<td>$48,228</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,503,000</strong></td>
<td><strong>$1,145,570</strong></td>
<td><strong>$1,260,127</strong></td>
<td><strong>$114,557</strong></td>
</tr>
</tbody>
</table>

Note that the above does not include construction engineering amounts. City Council approved the construction engineering contract with Baxter & Woodman in December 2020 in the amount of $85,000. This amount will be split between Water and Drainage Capital Funds.

Recommended Committee/Council Action

Staff recommends for the City Services Committee approve the following:

1. Authorizing Execution of the Contract with Performance Construction for the 2021 Ward 1 Storm Sewer Reconstruction – Phase 4 project for an amount not-to-exceed $1,260,127.00 (Bid price of $1,145,570.00 plus 10% contingency amount) and Resolution 20-069-R.
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-030-R

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH PERFORMANCE CONSTRUCTION, OF PLANO, ILLINOIS, FOR THE 2021 WARD 1 STORM SEWER RECONSTRUCTION – PHASE 4 IN THE AMOUNT OF $1,260,127.00

WHEREAS, the City of Batavia has identified the need for the reconstruction of storm sewer in the area of Ward 1; and

WHEREAS, the City of Batavia requested bids on the project and reviewed the submitted bids; and

WHEREAS, Performance Construction & Engineering, LLC has submitted a bid and is the lowest responsible bidder for the project; and

WHEREAS, the construction company of Performance Construction & Engineering, LLC has the appropriate expertise and experience necessary to provide construction services; and

WHEREAS, the total cost of said construction services is in the amount not to exceed $1,260,127.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Contract with Performance Construction & Engineering, LLC of Plano, Illinois, attached hereto as Exhibit 1, for construction services in the amount not to exceed $1,260,127.00.
PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 19th day of April, 2021.

Jeffery D. Schielke, Mayor

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Mayor Schielke

VOTE: Ayes Nays Absent Abstentions
Total holding office: Mayor and 14 aldermen

ATTEST:

Ellen Posledni, City Clerk
EXHIBIT 1
March 23, 2021

RE: 2021 Ward 1 Storm Sewer Reconstruction Phase 4 – ADDENDUM NO. 1

Dear Bidder,

Your attention is directed to the following changes in, interpretations of, or additions to the 2021 Ward 1 Storm Sewer Reconstruction Phase 4 project.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. This sheet of the addendum must also be signed and emailed or faxed back to Timothy Grimm, P.E. at tgrimm@cityofbatavia.net or 630-454-2351.

SIGNATURE: Lonnie Avery

CONTACT NAME: Lonnie Avery

COMPANY: Performance Construction & Engineering, LLC

POSITION: President

PHONE: (630) 273-2693 or (630) 918-1237

EMAIL: lonnie6272@gmail.com

ADDENDUM NO. 1 CONSISTS OF (9) PAGES IN TOTAL: In addition to the (2) addendum cover pages, there are (4) pages of specifications, and (3) plan sheets.

CLARIFICATIONS:

1. Due to the ongoing pandemic access to the City of Batavia buildings has been closed to the public and bid openings are taking place online. The bid opening for this project will be at the City of Batavia’s Public Works Building on March 26, 2021 at 2:00pm. If you would like to attend the meeting virtually via MS Teams to see the live reading of the bids please email me at tgrimm@cityofbatavia.net. I will forward you a calendar invite with a link to the bid opening. The City will still require all bids to be mailed or dropped off at our Building’s vestibule no later than 2:00pm. The City has a mail bin in the vestibule for bid packages to be placed.
2. The following changes to bid schedule quantities have been made:

- **STORM SEWERS, CLASS A, TYPE 2 42”** – Deduct 42 FT *(New quantity is zero FT)*
- **DUCTILE IRON WATER MAIN 8”** – Add 3 FT (New quantity is 2,470 FT)
- **STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 8”** – Add 6 FT (New quantity is 184 FT)

3. Please note in the plan sheet specifications on Sheet 2 of 25 under the Storm Sewer Construction Section 4.5. All mainline storm sewers (not laterals) shall be inspected using Closed Circuit Television Camera (CCTV) and copies of the final inspection videos provided to the City as indicated.

**CHANGE THE FOLLOWING ITEM(S) IN THE SPECIFICATIONS:**

1. **BID SCHEDULE**, pages BS - 1 thru BS – 4 provided in the project specifications.
   - **Delete**: BS - 1 thru BS – 4
   - **Insert**: BS - 1 of BS - 4 (REVISED – ADD #1)

**CHANGE THE FOLLOWING ITEM(S) IN THE PLANS:**

1. Sheet 1 of 25 (Cover Sheet):
   - **Delete**: Sheet 1 of 25 Cover Sheet
   - **Insert**: Sheet 1 of 25 Cover Sheet (REVISED PER ADDENDUM #1)

2. Sheet 10 of 25 (Drawing PP1):
   - **Delete**: Sheet 10 of 25 Plan and Profiles BLUESTEM LANE
   - **Insert**: Sheet 10 of 25 Plan and Profiles BLUESTEM LANE (REVISED PER ADDENDUM #1)

3. Sheet 11 of 25 (Drawing PP2):
   - **Delete**: Sheet 11 of 25 Plan and Profiles BLUESTEM LANE
   - **Insert**: Sheet 11 of 25 Plan and Profiles BLUESTEM LANE (REVISED PER ADDENDUM #1)

If you have any additional questions, please contact Timothy Grimm at 630-454-2756 or by email tgrimm@cityofbatavia.net.

Sincerely,

Timothy Grimm, P.E.
Senior Civil Engineer
## BID SCHEDULE – BASE BID (ADDENDUM #1)

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**BASE BID TOTAL**

Total Base Bid Amount in Numbers: _____________________________________________

Total Base Bid Amount in Writing: ____________________________________________
2021 WARD 1 STORM SEWER RECONSTRUCTION
PLAN AND PROFILES

BLUESTEM LANE
AS SHOWN
H:20 V:5

DRAWING NO. PP1

WBK ENGINEERING, LLC
116 WEST MAIN STREET, SUITE 201
ST. CHARLES, ILLINOIS 60174
(630) 443-7755

BY ENGINEER1
3/15/2021

PAY ITEM DESCRIPTION
UNIT QUANTITY
TRENCH BACKFILL CU YD 747
CONNECT TO EXISTING SUMP LINE EACH 7
STORM SEWERS PVC TYPE 1 8" FOOT 195
10" PVC CASING PIPE FOOT 28
STORM SEWERS, CLASS A, TYPE 2 12" FOOT 14
STORM SEWERS, CLASS A, TYPE 2 18" FOOT 34
STORM SEWERS, CLASS A, TYPE 2 24" FOOT 54
STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12" FOOT 26
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STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24" FOOT 145
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CATCH BASINS, TYPE A, 4'-DIAMETER EACH 1
MANHOLES, TYPE A, 4'-DIAMETER EACH 5
MANHOLES, TYPE A, 5'-DIAMETER EACH 1
MANHOLES, TYPE A, 8'-DIAMETER EACH 1
FRAME AND GRATE 2 EACH 2
FRAMES AND LIDS, TYPE 1, CLOSED LID EACH 15
SALVAGE FRAME AND GRATE EACH 1
SNOUT FOR CATCH BASINS EACH 1
DOMESTIC WATER SERVICE BOXES EACH 7
WATER SERVICE LINE 1" FOOT 410
DUCTILE IRON WATER MAIN 6" FOOT 11
DUCTILE IRON WATER MAIN 8" FOOT 521
DUCTILE IRON WATER MAIN FITTINGS 8" 45.00 DEGREE BEND EACH 3
DUCTILE IRON WATER MAIN FITTINGS 8" 22.50 DEGREE BEND EACH 1
WATER VALVES 8" EACH 1
VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID EACH 1
FIRE HYDRANT EACH 1
DUCTILE IRON WATER MAIN TEE, 8" X 8" EACH 1
DUCTILE IRON WATER MAIN TEE, 8" X 6" EACH 1
CONNECTION TO EXISTING WATERMAIN EACH 2
WATER MAIN LOWERING EACH 3

NATURE OF REVISION
NO. DATE

CLIENT : CITY OF BATAVIA
DATE : 01/26/2021
PROJECT NO. 160136A
SHEET : 10

SCALE : DWN.

PP160136A2.DWG

WM 396

PAY ITEM DESCRIPTION
UNIT QUANTITY
TRENCH BACKFILL CU YD 747
CONNECT TO EXISTING SUMP LINE EACH 7
STORM SEWERS PVC TYPE 1 8" FOOT 195
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FRAME AND GRATE 2 EACH 2
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## PART I

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<td>C 1 - 1</td>
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<tr>
<td>Standard Form of Performance Bond</td>
<td>PB 1 - 2</td>
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INVITATION TO BID

For the

**2021 Ward 1 Storm Sewer Reconstruction Phase 4**

**NOTICE** is hereby given that the City Council of the City of Batavia, Illinois (hereinafter called the "Owner") will receive sealed bids at the **Office of the City Engineer, 200 North Raddant Road, Batavia, Illinois 60510**, until **2:00 P.M.**, local time on **Friday, March 26, 2021** for the construction of the **2021 Ward 1 Storm Sewer Reconstruction Phase 4** (hereinafter called the "Project") at which time and place the bids will be publicly opened and read aloud.

1. **This is a cash project.**

2. The work for which bids are to be received generally and briefly consists of the following:

   - **Removal and replacement of storm sewer and construction of watermain along Lexington Lane, Bluestem Lane, Cardinal Court, and Orchard Court.**
   - **Removal and replacement of concrete curb and gutter, concrete sidewalk, and driveways and asphalt paving.**
   - **Traffic control, erosion control, and site restoration.**

3. All work shall be in accordance with the specifications as set forth in the Contract Documents, plans and other State and Local regulations as applicable.

4. The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier’s check from a responsible solvent bank or Bid Bond made payable to the **City of Batavia** in the amount of five percent (5%) of the bid amount. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

5. Bidders to whom an award may be contemplated shall provide a copy of their I.D.O.T. “Certificate of Eligibility” prior to receiving plans and/or bid documents. The “Certificate of Eligibility” shall demonstrate that the Bidder is capable of performing a minimum of 50% of the total contract work. Also, all Bidders shall complete I.D.O.T.’s "Affidavit of Availability" and include it with their proposal. At the City’s sole discretion,
the City may waive the I.D.O.T. certification requirement for certain projects.

6. **The Contractor shall provide a written statement as part of the Bid submittal of verifying their ability to commence work on the project within the time specified in the Contract Documents.**

7. **The Owner intends to accept the lowest responsible bid and the Owner reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The Owner reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding sixty (60) days after the date of opening the bids. The public bid opening date is **Friday, March 26, 2021 at 2:00 P.M.**

8. **The successful Bidder to whom the Contract shall be awarded shall sign the Contract, furnish a Performance Bond, or Letter of Credit in amounts equal to one hundred ten percent (110%) of the Contract Amount and required Certificates of Insurance, within fifteen (15) calendar days after the Contract has been awarded. Failure to do so shall make the Contract null and void.**

9. **Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage; 2) 5% Bid Security with submittal of bid; 3) 110% Performance Security within fifteen (15) calendar days after Contract award; 4) applicable OSHA and EPA requirements.**

10. **Bid package (Instructions to Bidders, Contract Documents, Plans, Specifications and Special Provisions) for use by prospective Bidders and interested suppliers may be obtained from the Office of the City Engineer of Batavia, Illinois, 200 North Raddant Road, Batavia, Illinois, 60510. A fee of $50 will be charged for hard copies, paid by check or cash to the City of Batavia. Electronic copies are free and may be requested via e-mail by contacting tgrimm@cityofbatavia.net.**

Dated this 5th day of March 2021.

City of Batavia

[Signature]

Timothy Grimm, P.E.
Senior Civil Engineer
# INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. **LOCATION:**
The proposed work covered by these documents is located as shown on the location map contained in the drawings, or as designated by the Owner.

   In general, all work is to be constructed within public land owned and/or dedicated for public use, or easements for which the Owner has obtained clearance for the use intended.

2. **SCOPE:**
The scope of work is outlined in the Contract Documents, Specifications and drawings.

3. **DEFINITIONS:**
Wherever the word "Owner" is used in these documents, it shall be understood to mean **City of Batavia**. Wherever the words "directed", "permitted", "ordered", "designated", "approved", "satisfactory", "acceptable", or words of like import are used, they shall be understood to refer to the exercise of the authority or judgment vested in the City Engineer.

4. **BID DATE:**
Sealed bid proposals will be received for the proposed work specified herein at the **Office of the City Engineer, 200 North Raddant Road, Batavia, Illinois 60510** until 2:00 P.M. local prevailing time on **Friday, March 26, 2021**.

5. **BID OPENING:**
The public Bid Opening will be held at the **Office of the City Engineer, 200 North Raddant Road, Batavia, Illinois 60510** at 2:00 P.M. local prevailing time on **Friday, March 26, 2021**.

6. **INTERPRETATION OF CONTRACT DOCUMENTS:**
If any person, contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, they may submit to the Owner a written request, **no later than 10:00 A.M. local time, and three business days prior to the bid opening**, for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an Addendum duly issued by the Owner and a copy of such Addendum will be mailed, faxed, emailed or delivered to each person receiving a set of such documents. All Addenda to Bidders shall be incorporated in the bids and will become a part of the Contract Documents. **No oral interpretations** by the Owner will be binding; only instructions in writing will be deemed valid. All requests for interpretations regarding this project may be directed to **Timothy Grimm, P.E. City of Batavia Engineering, 200 North Raddant Road, Batavia, IL 60510**, phone 630-454-2756 fax 630-454-2351 or email **tgrimm@cityofbatavia.net**.
7. **PREPARATION OF BID PROPOSAL:**
Each bid proposal shall be submitted on the form provided by the Owner. The bid proposal shall be enclosed in an opaque envelope, which is sealed and clearly marked on the front “Bid Proposal – 2020 Ward 1 Storm Sewer Reconstruction Phase 4”, addressed to the Owner, with the name and address of the Bidder endorsed thereon.

The Proposal from the Contractor shall consist of the Complete Contract Documents and supplemental addendums as received from the Owner. The bound contract Documents shall not be separated and shall be submitted as a complete packet. Bid proposals are to be submitted for the work specified on the attached BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID SCHEDULE, all furnished and installed in strict conformance with the specifications therefore. No proposal will be considered except upon completed work fully installed in place as specified.

All blank spaces in the proposal shall be properly filled in with ink opposite each item, using figures and written words, as indicated in the column headings.

In case of discrepancy between the prices indicated in figures and in written words, the figures shall govern and will be used in computing the total bid price for comparison of proposals. Discrepancies in the multiplication of units of work and unit prices in the BID SCHEDULE will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum in the BID SCHEDULE will be resolved in favor of the correct sum.

8. **SIGNATURE ON BID PROPOSAL:**
Each bid proposal shall contain the full name of every person, firm, or corporation interested in the same and the address of each Bidder. When firms bid, the name of each member should be signed and the firm name added. When a corporation is the Bidder, the person signing shall state under the laws of what state the corporation is chartered, and the name and title of the officer having authority under the by-laws to sign contracts. Any one agent signing the bid proposal must file with it legal evidence of their authority to do so.

9. **BID GUARANTEE:**
Each bid proposal shall be accompanied by a bid guarantee in the form of a Certified or Cashier's Check from a responsible solvent bank or Bid Bond made payable to the City of Batavia in the amount of five percent (5%) of the bid amount. Said bid guarantee to serve as a guarantee that if the Contractor's proposal is accepted and a contract awarded, the successful Bidder, within the specified time, will enter into a contract agreement with the Owner and post the required Performance Security.

All bid guarantees will be returned to unsuccessful Bidders after a contract has been entered into with the successful Bidder.
10. **BASIS OF AWARD:**
Awards of a contract or contracts will be based upon the bid proposals submitted and then only to the party (or parties) submitting the lowest responsible bid (or bids) as determined by the Owner in its sole judgment.

The Owner reserves the right to waive any informality in the proposals or to reject any or all bids. The Owner reserves the right to reject the Bid of and Bidder if Owner believes it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet pertinent standards or criteria established by the Owner.

In evaluating the Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

11. **WITHDRAWAL OF PROPOSAL:**
If a Bidder wishes to withdraw its proposal, the Bidder may do so before the time fixed for the opening of bids, without prejudice to the Bidder, by communicating the Contractor’s purpose in writing and delivered by certified or registered mail, postage prepaid to the Owner, and when the Contractor’s bid is reached, it will be handed to the Contractor or to the Contractor’s authorized agent unopened. Bids opened and read may not be withdrawn for a period of sixty (60) days. Corrections, modifications, or amendments to bids for any reason, including any error or miscalculation, shall not be permitted. Withdrawals of bids permitted sixty (60) days after the bid opening may be made in writing and delivered by certified or registered mail, postage prepaid to the Owner.

12. **COMPARISON OF BIDS:**
Proposals for the purpose of awarding a contract will be compared on the basis of the total amount bid, which is to be obtained by applying the unit and/or lump sum bid prices to the quantities listed in the proposal herein.

The estimated quantities of unit price items listed in the proposal, although stated with as much accuracy as is possible in advance, are approximately only, and are given only for the purpose of comparing bids. The quantities on which payment will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified in the Contract.

13. **CONTRACT AND PERFORMANCE SECURITY:**
The person, firm, or corporation to whom a contract is awarded will be required to execute a contract, furnish a Performance Bond, Letter of Credit or cash with an acceptable surety company within fifteen (15) calendar days after the contract is awarded to the Contractor. The Performance Bond shall be in the amount of one hundred ten percent (110%) of the award contract amount. The Performance Security
as security for the faithful performance of this Contract and for the payment of all persons performing labor and furnishing materials in connection with the Contract. Such bond shall remain in full force for a period of one year from and after the final acceptance and payment by the Owner. The cost of such performance security shall be included as part of the bid.

14. **FORFEITURE OF BID DEPOSIT:**
If a person, firm, or corporation to whom a contract is awarded fails or neglects to enter into a contract and bond within the specified time limit, the Bidder will be considered to having abandoned it and the bid deposit shall thereupon be forfeited to the Owner and collected as provided by law.

15. **REJECTION OF PROPOSALS:**
Reasonable evidence or grounds for supposing that any Bidder is interested in more than one (1) proposal for the same item may cause a rejection of all proposals in which the Bidder is interested.

16. **EVIDENCE OF ABILITY:**
Bidders to whom an award may be contemplated shall provide a copy of their I.D.O.T. “Certificate of Eligibility” prior to receiving plans and/or bid documents. The “Certificate of Eligibility” shall demonstrate that the Bidder is capable of performing a minimum of 50% of the total contract work. Also, all Bidders shall complete I.D.O.T.’s "Affidavit of Availability" and include it with their proposal. At the City’s sole discretion, the City may waive the I.D.O.T. certification requirement for certain projects.

17. **EXAMINATION OF WORK:**
Bidders must carefully examine the entire site of the work and make all necessary investigations to inform themselves thoroughly as to the facilities for delivering and handling materials for the work; and as to all difficulties that may be involved in the complete execution. Bidders must carefully examine the specifications for the work. The Owner will not be responsible, in any manner, for verbal answers to any inquiries regarding the meaning of the specifications given prior to the awarding of the contract. Bidders must contact the City of Batavia Engineering Department at (630) 454-2750 before visiting the site.

18. **LAWS AFFECTING PUBLIC WORK:**
The attention of the Bidder is called to the laws of the State of Illinois and to local ordinances pertaining to contracts on public work, and to the statutory requirements of the State of Illinois relative to licensing of corporations organized under the laws of any other state.

19. **INSURANCE:**
The attention of the Bidder is particularly called to the requirements in the General Conditions, which covers required Insurance.
20. **CONTRACTOR INTERFERENCE:**
   Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed and the Bidders must employ, so far as possible such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

21. **INSPECTION AND TESTING MATERIALS:**
   The Bidder to whom this contract is awarded must pay for inspection and testing materials in accordance with the requirements of the detail specifications wherever such inspection or testing is called for under the specifications.

22. **WHEN AWARD IS EFFECTIVE:**
   Award is effective upon formal acceptance and execution of the Contract by the Owner. A contract shall be deemed as having been awarded when official of the award has been provided to the successful Bidder.

23. **EMPLOYMENT OF ILLINOIS WORKERS**
   Attention is called to the need for compliance with the Employment of Illinois Workers on Public Works ACT 30 ILCS 570-0.01 et seq.

24. **PREVAILING WAGES:**
   Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website [http://www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/). Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

   Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

   The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.
### Kane County Prevailing Wage Rates posted on 2/10/2021

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Legend
Rg Region
Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KANE COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.


Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEERS - FLOATING

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

TRAFFIC SAFETY - Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows:

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

CITY OF BATAVIA

PROJECT: 2021 Ward 1 Storm Sewer Reconstruction Phase 4

NAME OF BIDDER: Performance Construction & Engineering, LLC

BUSINESS ADDRESS: 217 W. John Street, Plano, IL 60545

TELEPHONE NUMBER: (630) 273-2693 or (630) 918-1237

TO: City of Batavia
   Attn: Office of the City Engineer
   200 North Raddant Road
   Batavia, Illinois 60510

The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, AND BID FORM provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the City of Batavia in the amount of five percent (5%) of the bid amount. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid, as principals, are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the proposed forms, and the Contract Specifications for the above signed work, all of which are on file in the office of the City Engineer of the City of Batavia and all other documents referred to or mentioned in the Contract Documents and Specifications.

The undersigned Bidder agrees that if this Bid is accepted, the Bidder will contract with the Owner, in the form of the copy of the Contract prepared by the City of Batavia, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as set forth therein. The undersigned Bidder further agrees that if this bid is accepted, to furnish the Contractor's bonds and insurance specified in the General Conditions, and to do all other things required if the Contractor by the Contract Documents, and that he will take, in full payment therefore, the sum set forth in the following Bidding Schedule.
BIDDING SCHEDULE

The Bidder shall include in the following schedule, all labor, materials, shoring, removal, freight, cartage, overhead, profit, insurance, etc. to provide the project complete and ready for use in accordance with the Contract Documents.
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BS - 3 of 4 (REVISED - ADD #1)  Bid Schedule
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**BASE BID TOTAL**: $1,155,000.00

Total Base Bid Amount in Numbers: $1,155,000.00

Total Base Bid Amount in Writing: One Million One Hundred Fifty Five Thousand Dollars & Zero Cents

Five Hundred Seventy
BID CONDITIONS

It is expressly understood and agreed that the foregoing Total Bid amount is the basis for establishing the amount of the bid security on this bid for the 2021 Ward 1 Storm Sewer Reconstruction Phase 4. The undersigned has carefully checked the above Bidding Schedule against the Specifications and other Contract Documents before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and in accordance with the Specifications and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to Contract as aforesaid and to give the Performance Security required by the General Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within fifteen (15) calendar days after the date of the award of the Contract, and thereupon the proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The undersigned agrees to complete all work, as defined in the Contract Completion section of the Special Provisions. If the Contractor shall fail to complete the work within the contract time, or within any extension of time granted by the City, then the Contractor shall pay the Owner one thousand two hundred seventy-five dollars ($1,275.00) for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
PROPOSAL SIGNATURE

1. **CORPORATION:**
The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the legal name of

   **Corporate Name:** Performance Construction & Engineering, LLC

   **Business Address:** 217 W. John Street
   Plano, IL 60545

   **Telephone Number:** (630) 273-2693 or (630) 918-1237

   and the full name of its officers names are as follows:

   **President:** Lonnie Avery

   **Secretary:**

   **Treasurer:**

   **Manager:**

   The signator is authorized to sign construction proposals and Contracts for the company by action of its Board or Directors taken, a certified copy, which is available upon request.

   **Signed By:**
   **Title:**
   **Date:** 03/26/2021

   **Attest:**
   **Secretary**
2. **PARTNERSHIP:**
   The Bidder is a partnership consisting of individual partners whose full names and addresses are as follows:

   Name: ___________________________________
   Address: ___________________________________
   Name: ___________________________________
   Address: ___________________________________
   Name: ___________________________________
   Address: ___________________________________

   The Partnership does business under the legal name of:

   **Firm Name:** ___________________________________
   **Business Address:** ___________________________________
   **Telephone Number:** ____________________________

   **Signed By:** ________________________________  **Date:** _____________
   **Title:**
3. **INDIVIDUAL:**
The Bidder is an individual whose full name is:

Name: ________________________________

and if operating under a trade name, said trade name is as follows:

Trade Name: ________________________________

Business Address: ________________________________

____________________________________

Telephone Number: ________________________________

Signed By: ________________________________ Date: _____________

Title:
CONTRACT

1. **THIS AGREEMENT**, made and concluded this _____ day of _____, 2021 between the City of Batavia acting by and through the City Council of the City of Batavia, known as the party of the first part, and ______________________________, of __________________, Illinois, their executors, administrators, successors, or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal, attached hereto, to be made and performed by the party of the first part and, according to the terms expressed in the Contract Bond referring to these presents, the party of the second part agrees with said party of the first part, at their own proper cost and expense, to do all the work, furnish all materials, and all labor necessary to construct the **2021 Ward 1 Storm Sewer Reconstruction Phase 4** in accordance with the plans, specifications, and special provisions hereinafter described and in full compliance with all of the parts of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed to that the Contract Documents for the **2021 Ward 1 Storm Sewer Reconstruction Phase 4** attached hereto, constitute all essential documents of this contract and are a part thereof.

4. **IN WITNESS WHEREOF,** the said parties have executed these presents on the date above mentioned.

For the Owner, Party of the First Part

City of Batavia

______________________________  By:______________________________
Attest:  Ellen Posledni, City Clerk             Jeffery D. Schielke, Mayor
(Corporate Seal)

For the Contractor, Party of the Second Part

______________________________

______________, Illinois

Printed Name:______________________________

Signature:______________________________

President, Party of Second Part

Attest:     Secretary
STANDARD FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _______________ a corporation organized under the laws of the State of ________________ and licensed to do business in the State of Illinois, as Principal, and ________________ a corporation organized and existing under the laws of the State of ________________, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of Batavia, State of Illinois, in the penal sum of ________________ Dollars ($______________), lawful money of the United States, well and truly to be paid unto said City of Batavia, Illinois for the payment of which we bind ourselves, our successors, and assigns, jointly, severally, and firmly by these presents, being One Hundred Ten percent (110%) of the cost of the Public Improvements described herein.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with an Owner which is the City of Batavia, Illinois and acts through the City Council of the City of Batavia for the construction of the work designated 2021 Ward 1 Storm Sewer Reconstruction Phase 4 (“Public Improvements”), which contract hereby is referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, sub-contractor, or otherwise, for any such labor, materials, apparatus, fixtures, or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures, or machinery furnished to the Contractor for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid Owner and its or the Owner’s agents harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to become void; otherwise, and until such time, is shall remain in full force and effect.
Approved this __________ day of __________________________
A.D. 2021.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this _____ day of ________________,
A.D. 2021.

Batavia City Council
Governing Body of Owner

By: _______________________ Name: ____________________________
    Jeffery D. Schielke, Mayor

Corporate

By: _______________________
    President

Attest: ______________________
    Secretary

For: _________________________

Surety ______________________
    (Seal)

___________________________
    Ellen Posledni, City Clerk

Attest: ______________________
    Attorney in Fact (Seal)

Municipal or Corporate Seal

By: _________________________
    Attorney in Fact (Seal)

State of Illinois

SS.

County of Kane
BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Performance Construction & Engineering, LLC, 217 W. John Street, Plano, IL

60545

as Principal, hereinafter called the Principal,

and the North American Specialty Insurance Company

of 1200 Main Street, Suite 800, Kansas City, MO 64105, a corporation duly organized under

the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Batavia

as Obligee, hereinafter called the Obligee,

in the sum of FIVE PERCENT OF AMOUNT BID

Dollars ($ ) , for the payment of which sum well and truly to be made, the said Principal and the said

Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2021 Ward 1 Storm Sewer Reconstruction Phase 4

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee

in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with

good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in

the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the

Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such

larger amount for which the Obligee 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.

Signed and sealed this 26th day of March, 2021

Performance Construction & Engineering, LLC (Seal)

Principal

Title

North American Specialty Insurance Company

By Joan Leu, Attorney-in-Fact

Witness

Witness

FRP
SWISS RE CORPORATE SOLUTIONS
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU, MAURA P. KELLY, SHARON K. MURRAY, JACQUELINE L. DREY and DUSTIN COOPER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By

[Signatures and seals of officers]

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of June, 2020.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

On this 25th day of June, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ho, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of March, 2021.
Certificate of Eligibility

Performance Construction and Engineering, LLC
217 W. John Street PLANO, IL 60545

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $4,650,000.00

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<th>Description</th>
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<td>012</td>
<td>DRAINAGE</td>
<td>$4,325,000</td>
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<tr>
<td>017</td>
<td>CONCRETE CONSTRUCTION</td>
<td>$175,000</td>
</tr>
<tr>
<td>034</td>
<td>DEMOLITION</td>
<td>$600,000</td>
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THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/25/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.

ISSUED AT SPRINGFIELD, ILLINOIS ON 6/26/2020.

Jim Kell
Engineer of Construction
PART 2

General Conditions of the Contract......................GC 1 - 15
# GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:
The following terms as used in these contract documents are respectively defined as follows:

   a. **“Project”:** The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to the within contract.

   b. **“Owner”:** The contracting party initiating the project as set forth in the contract acting through its authorized representative in accordance with specific duties delegated to such representatives.

   c. **“Contractor”:** The person, persons, firm or corporation to whom the within contract is awarded by the Owner, and who is subject to the terms of said contract. Also the agents, employees, workmen, or assignees of said Contractor.

   d. **“Sub-Contractor”:** A person, firm or corporation other than the Contractor, supplying labor and materials, or labor only, on work at the site of the project.

   e. **“Work”:** All work including materials, labor, supervision, use of tools necessary to complete the project in full compliance with the terms of the contract.

   f. **“Engineer”:** The person, persons or firm named in the Instructions to Bidders as having prepared the Contract Documents, or other Engineers appointed by the Owner for the supervision of construction of the project.

   g. **“Surety”:** The person, firm or corporation that has executed, as Surety, the Contractor’s Performance Bond, securing the performance of the within contract.

   h. **“Contract”:** The term “Contract” shall be understood to mean the agreement covering the performance of the work covered by these specifications, including the Instructions to Bidders, Bid Proposal, Bid Conditions, Bid Schedule, Standard Form of Contract Bond, Performance Bond, these Specifications, supplemental agreements entered into, all general or special provisions pertaining to the work or materials therefore, and all matters and things mentioned in the form of the contract itself as constituting a part or parts thereof.

2. HOLD HARMLESS AGREEMENT (CONTRACTUAL LIABILITY):
The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney’s fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or
the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise, provided, however, this indemnification shall not apply to any claim, damage, loss, or expense arising solely out of professional services performed by the City, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).

Special Requirement: If the Bidder is an architectural firm or engineering firm, said Bidder shall, in addition to the insurance requirements set forth below, file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional Liability Insurance is requirements are in the amount of $1,000,000, plus $2,000,000 umbrella.

3. **CONTRACTOR’S INSURANCE:**
The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City of Batavia as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

   a. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than $1,000,000/occurrence, $2,000,000/policy limit, subject to the terms and conditions of the policy, plus $2,000,000 umbrella. A copy of the policy may be required.

   b. **Automobile Liability** insurance, in an amount not less than $1,000,000 combined single limit, plus $2,000,000 umbrella. Said insurance is to be extended to cover hired and non-owned vehicles.

   c. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of $2,000,000.

   d. **Workers’ Compensation** is to be provided as required by statute.

   e. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A.

   f. A certificate of insurance is required as evidence of coverage, with the City of Batavia named as an additional insured. The same full insurance coverage
provided to the named insured, whether it is the Contractor or a sub-contractor, shall be provided to the City without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the City will be given not less than thirty (30) days prior written notice.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

4. **PROOF OF CARRYING INSURANCE:**
The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the representative insurance companies and filed with Owner. The Contractor shall submit the original insurance policies for inspection and approval of the Owner before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without written notice of ten (10) days in advance to the Owner and consented to by the Owner.

The Contract shall name the City of Batavia as an additional insured on all insurance policies required under this contract. Unless waived by the City, work may not start under this project, until certificates of insurance naming the City as an additional insured have been provided to the City. Any delay in the beginning of work caused by failure to provide such certificates shall not be chargeable to the City of Batavia.

5. **DEFINITION OF NOTICE:**
Where in any section of the Contract Documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given;

a. **As to the Owner:** When written notice shall be delivered to the Engineer of the Owner, or shall have been placed in the United States mails addressed to the Chief Executive Officer of the Owner at the place where the bids, or proposals for the contract were opened;

b. **As to the Contractor:** When a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract, or when such written notice shall have been placed in the United States mails addressed to the Contractor at the place stated in the papers prepared by the Contractor to accompany their proposal as the address of the Contractor’s permanent place of business;
c. **As to Surety:** On the Performance Bond, when a written notice is placed in the United States mails addressed to the Surety at the home office of such Surety, and when two (2) copies of such notice shall have been filed with the Owner.

6. **INTENT OF CONTRACT DOCUMENTS:**
The sections of the Contract Documents and the contract plans are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor, water, fuel, tools, plant equipment, light, transportation, and all other expense as may be necessary for the proper execution of the work.

In interpreting the contract documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the contract documents shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The Contractor shall execute any work shown on the plans and not covered in the specifications or included in the specifications and not shown on the plans as though shown both on the plans and included in the specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

7. **PLANS AND SPECIFICATIONS:**
All work executed in strict conformity with the plans and specifications, and the Contractor shall do no work without proper drawings and instructions.

Unless otherwise provided in the Special Conditions of the Contract, the Owner will furnish the Contractor, free of charge, three (3) copies of drawings and specifications. Additional copies will be furnished upon payment to the Engineer, at the Contractor's cost, for each set desired.

Figured dimensions on the plans shall be taken as correct, but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer, and the Engineer's decision thereon shall be final. All notes on the plans shall be followed. The Engineer may make correction or errors, or omissions on the drawings or specifications when such correction is necessary for the proper execution of the work.

8. **PERMITS, SURVEYS AND COMPLIANCE WITH LAWS:**
The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work and/or required by Municipal, State and Federal regulations, and laws, unless otherwise specified in the Special Conditions of the Contract.

The Owner will furnish all site surveys, unless otherwise provided in the Special Conditions of the Contract.
The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. The contract as to all matters not particularly referred to and defined herein shall notwithstanding be subject to the provisions of all pertinent ordinances of the Municipality within whose limits the work is constructed, (which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein).

9. **OTHER CONTRACTS:**
The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully set the Contractor’s own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor.

10. **SCHEDULE OF UNIT PRICES:**
Promptly following the execution of the Contract Documents, on Lump Sum Contracts, the Contractor shall prepare and transmit to the Owner an original and three (3) copies of an itemized breakdown showing the unit quantities of each item and the corresponding unit prices divided between labor, material and other costs of all items of labor, equipment and supplies to be incorporated into the project. This breakdown, when approved, will be used primarily in determining payment due to the Contractor on periodical estimates.

11. **SUB-CONTRACTORS:**
The Contractor shall notify the Owner in writing of the names of the Sub-Contractors proposed on the contract and shall not employ any Sub-Contractor that the Owner objects to as being incompetent or unfit.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of their Sub-Contractors and of anyone employed directly or indirectly by the Contractor of them and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Owner.

The Contractor agrees to bind every Sub-Contractor (any and every Sub-Contractor of a Sub-Contractor) by the terms of the General and Special Conditions of the Contract, Plan and Specifications as far as applicable to their work, unless specifically noted to the contrary in a Sub-Contract approved in writing as adequate by the Owner.

12. **ASSIGNMENT OF CONTRACT:**
No assignment by the Contractor by a principal and/or construction contract or any part thereof or of the funds to be received thereunder by the Contractor will be
recognized unless such assignment has had the written approval of the Owner, and
the Surety has been given due notice of such assignment and has furnished written
consent thereto. Such written approval by the Owner shall not relieve the Contractor
of the obligation incurred by the Contractor under the terms of this Contract. In
addition to the usual recitals in assignment contracts, the following language must be
set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are
subject to a prior lien for services rendered or materials supplied for the performance
of work called for in said contract in favor of all persons, firm or corporations rendering
such services or supplying such materials."

13. **STAKING WORK:**
The Contractor shall provide field forces, equipment, and material to set all stakes for
this project, which are needed to establish offset stakes, reference points, and any
other horizontal or vertical controls, including supplementary bench marks, necessary
to secure a correct layout of the work.

Stakes for line and grade shall be set at sufficient station intervals (not to exceed 15 m
(50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will
not be required to set additional stakes to locate a utility line which is not included as a
pay item in the contract, nor to determine property lines between private properties.

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

14. **NOTICE TO START WORK:**
The Contractor shall notify the Engineer in writing forty-eight (48) hours before starting
work at the site of this Contract. In case of temporary suspension of the work, the
Contractor shall give a similar notice before resuming work.

15. **SUPERINTENDENT:**
The Contractor shall provide a personal superintendent to the work or have at the site
of the work at all times, a competent, fluently English speaking foreman,
superintendent or other representative satisfactory to the Owner and having authority
to act for the Contractor.

Insofar as it is practicable, and excepting in the event of discharge by the Contractor,
or in the event of proven incompetence, the individual who has been accepted to
represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the contract.

16. **MATERIALS AND WORKMANSHIP:**
   Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose.

   If not otherwise provided, work called for in this Contract shall be furnished and performed in accordance with well known established practice and standards recognized by architects, engineers and the trade. The Contractor and the Surety shall guarantee all workmanship for a period of one (1) year from date of final acceptance.

   Any workmanship found at any time to be defective shall be remedied at once regardless of previous inspections.

   At any time during the course of construction of this project, when in the opinion of the Engineer, provisions of the plans, specifications, or contract provisions are being violated by the Contractor or the Contractor's employees, the Engineer shall have the right and authority to order all construction to cease, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

17. **USE OF JOB SITE:**
   The Contractor shall confine their equipment, apparatus, the storage of materials and operations of the workmen to limits indicated by law, ordinance, permits or direction of the Owner and shall not encumber the premises with the Contractor's materials.

   The Contractor shall not load or permit any part of the structure or work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner or Owner's authorized representative instructions regarding signs, advertisements, fires and smoke.

18. **USE OF PRIVATE LAND:**
   The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without written authorization of the Owner (or the Owner's agent) of the land, a copy of which authorization shall be filed with the Owner.

19. **LABOR:**
   The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work in this Contract. The Owner shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its Engineer or inspectors relating to the carrying out
of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, abusive, threatening, or disorderly in their conduct, and any such person shall not again be employed on this project.

20. **WAGE RATES:**

   Prevailing minimum wage rates shall apply for this project. A copy of the current prevailing minimum wage is included in these documents.

   The Contractor shall post, at conspicuous points on the site of the project, a schedule showing all determined minimum wage rates and will authorize deductions, if any, from unpaid wages actually earned.

   The Owner shall decide claims and disputes pertaining to the classification of labor employed on the project under this Contract. Provided, that if the parties to the dispute so agree and if the Owner also agrees, the parties concerned may submit such claims and disputes to arbitration by mutually acceptable parties.

   The Contractor and each of their Sub-Contractors shall pay each of their employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

21. **ACCIDENT PREVENTION:**

   Precaution shall be exercised at all times for the protection of motorists, bicyclists, pedestrians (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not contravention of applicable law.

   The Contractor shall put up and maintain as many barriers as will effectively prevent accidents involving motorists, bicyclists and pedestrians. During night hours, the Contractor shall put up and maintain sufficient lights and flares to warn and safeguard motorists, bicyclists and pedestrians against accidents. The Contractor, in executing the work on this project, shall not unnecessarily impede or interfere with vehicular, bicycle or pedestrian traffic on public rights-of-ways. The Owner shall be the sole judge as to what constitutes a hazard. The Contractor shall confer with and keep Police and Fire Departments of the Owner fully informed as to streets or alleys are to be closed (daily or long-term) to traffic for construction purposes.

22. **SANITARY CONVENIENCES:**

   The Contractor shall provide and maintain on the construction work at all times, suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to approval of the State Health Department.
23. **ENGINEER:**
The Engineer for said Owner shall make all necessary explanations as to the meaning and intention of the plans and specifications, shall give all necessary orders and directions, acting within the scope of the particular duties properly assigned to the Engineer by the Owner; shall also make all correction of errors or omissions in the plans and specifications when necessary for the proper fulfillment of the intention thereof; the effect of such correction to date from the time said Owner or Engineer gives due notice thereof to said Contractor.

24. **DECISIONS OF ENGINEER:**
The decision of the Engineer, acting within the scope of the duties reasonably assigned to the Engineer, will be final. The signing of the contract for construction shall be considered as the Contractor's agreement to accept the Engineer's decision as final in all such matters as may reasonable require engineering decisions, such as the quality of workmanship, the performance of equipment and of the fulfillment of the guarantee thereon.

25. **DIRECTION:**
The directions and orders given by the Owner, or its authorized representatives, shall be received by and obeyed by the Contractor, or in the Contractor's absence, the said order shall be received by the Contractor's foreman or person in charge of the work and shall be obeyed by same as if given to the Contractor. There shall be at all times a competent and responsible person available to represent the Contractor.

26. **INSPECTION:**
The Owner and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provided proper facilities for such access and for inspections.

The Owner shall have the right to reject workmanship, which is defective, or require their correction. If the Contractor does not correct such condemned work within a reasonable time, fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

All labor performed, all tools, appliances and methods used shall be subject to the inspection and approval or rejection of the Owner.

If any authorized agent of the Owner shall point out to the Contractor, the Contractor's foreman or agent, any neglect or disregard to the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued. The right of final acceptance or rejection of the work; however, will not be waived by reason thereof nor by any other act of the Owner or its agents.

The Contractor shall execute the work only in the presence of the Engineer or
inspectors during the working hours of the day unless provision has been made for work on other shifts. The presence of the Engineer or inspector shall in no way relieve the Contractor of the responsibility of the Contractor’s contract, or by any warrant for the furnishing of poor workmanship.

The inspection and supervision of the work by the Engineer is intended to aid the Contractor in applying labor, materials and workmanship in compliance with the contract provisions. Such inspection and supervision, however, shall not operate to release the Contractor from any of the Contractor’s contract obligations.

27. **PROTECTION OF WORK:**
The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by the Contractor’s operations, in the performance of this Contract, and the Contractor shall defend any suit that may be brought against the Contractor or the Owner on account of damage inflicted by the Contractor's operations, and shall pay any judgments awarded to cover such damage.

28. **OBSTRUCTION AND RESUMING TRAVEL:**
Motorists, bicyclists and pedestrians traveling upon the streets, or upon any intersecting street or alley shall not be hindered or inconvenienced needlessly; nor shall any portion of the roadway, street, path or sidewalk be excavated, nor shall the same be wholly obstructed without the direction of the Owner, in which latter case, the Contractor shall cause plain and properly worded signs announcing the fact, to be placed, with proper barricades, at the nearest cross streets upon each side of such obstructed portion and upon intersecting streets where travel can pass around the same in the shortest and easiest way. Travel may be resumed at the direction of the proper officers of the Owner upon any part or portion of the roadway, street, path or sidewalk where the work has been completed, whenever, in their opinion, public necessity or convenience may require, and the condition of improvement warrants it. Notice shall be given to the Fire and Police Departments of streets open or barricaded for construction purposes at least twenty-four (24) hours before construction is begun.

29. **COST OF SERVICES:**
The cost of all water power, lighting, heating and other services required during construction shall be paid for by the Contractor and its cost merged in the contract price.

30. **PAYMENTS:**
The Contractor shall prepare and submit to the Owner a detailed estimate of the work performed. Such estimate is to be used after approval as a basis for periodical and
final payment.

The Owner will make partial payments to the Contractor on the basis of a duly certified approved estimate of the work performed by the Contractor during the preceding time period. The Owner will retain ten percent (10%) of the amount due to each such periodical estimate until final completion and acceptance by the Owner of all work included in the Contract. At the sole discretion of the Owner, the percentage of retained funds may be reduced to five percent (5%), or a lessor percentage, upon successful completion of at least fifty percent (50%) of the value of work contemplated by the Contract.

Upon presentation of certified copies of receipted bills, freight bills, and waivers of lien, the Owner at its discretion, may include in such monthly estimates payments for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Such material when so paid for by the Owner becomes the property of the Owner and, in case of default on the part of the Contractor; the Owner may use or cause to be used by others these materials in construction of the project.

Final payment of funds retained by the Owner on the monthly periodical estimates will be paid to the Contractor not later than sixty (60) days after final acceptance by the Owner of the work on this Contract, subject to the provisions of the following paragraph.

31. **OWNER’S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:**

The Owner may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

a. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
b. For defective work not remedied.
c. For failure of the Contractor to make proper payments to their Sub-Contractor.
d. Reasonable doubt that the contract can be completed for the balance then unpaid.
e. Evidence cost of field engineering and inspection.

The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld, pursuant to this paragraph, to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of retained funds due the Contractor until it is satisfied that all Sub-Contractors, material suppliers and employees of the Contract have been paid in
32. **DEDUCTIONS FOR UNCORRECTED WORK:**
If the Owner deems it expedient to accept defective work or work not done in accordance with the contract, the Owner will make an equitable adjustment with a proper deduction from the contract price for unsatisfactory work.

33. **CHARGES-PAYMENTS:**
The Owner, may issue written authorization for changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any in the amount to be paid to the Contractor by reason of any such change, shall be determined by one (1) or more of the following methods:

a. By unit prices contained in the Contractor's original bid and incorporated in this construction contract;
b. By a supplemental schedule of prices contained in the Contractor's original bid and incorporated in this construction contract;
c. By an acceptable lump sum proposal from the Contractor;
d. On a cost-plus-limited basis not to exceed a specific limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials, and insurance)

No claim for an additional work to the contract sum shall be valid unless prior written authorized has been issued by the Owner.

Inspectors are not authorized at act for the Owner in giving orders for the Owner, for extra or additional work either in writing or verbally.

34. **CUTTING AND PATCHING:**
The Contractor shall do all cutting, fitting or patching of their work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the plans and specifications for the completed project.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

The Contractor shall not endanger any work by cutting, digging, or otherwise shall not cut or alter the work of any other contract without the consent of the Owner or the Owner’s authorized representative.

35. **GUARANTEE AND MAINTENANCE OF WORK:**
The Contractor shall guarantee the work to be free from defects of any nature for a period of one (1) year from and after the final acceptance and payment for the work by
the Owner. The Contractor shall maintain said work and shall make all needed repairs, reconditioning and replacements during this one (1) year period which, in the judgment of the Owner, may be necessary to insure the delivery of the work to the Owner at the expiration of the guarantee period in first class condition and in full conformity with the plans and specifications thereof. The time that the work is in need of repair, reconditioning or replacements to attain full conformity with the plans and specifications shall not be included in the one (1) year guarantees included in this Contract but shall be in addition thereto. Production and performance guarantees included in this Contract shall be in effect for the one (1) year period above specified unless otherwise provided for in the specifications for the item under consideration.

36. **TERMINATION FOR BREACH:**
   In the event that any of the provisions of this Contract are violated by the Contractor or any of their Sub-Contractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such contract and unless within ten (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance whereon within thirty (30) days from the date of mailing to such Surety notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the amount and at the expense of the Contractor and the Contractor and the Contractor’s Surety shall be liable to the Owner for any excess cost thereby occasioned by the Owner.

37. **CORRECTION OF WORK AFTER FINAL PAYMENT:**
   Neither the final payment nor any provision in the contract documents shall relieve the Contractor of the responsibility for negligence or faulty workmanship as otherwise provided in this contract and the Owner shall have all rights and remedies available to it in law and equity.

38. **OWNER’S RIGHT TO DO WORK:**
   If the Contractor shall neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three (3) days written notice to the Contractor and the Contractor’s Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

39. **FINAL TESTS:**
   After completion of the work, the Contractor shall make any and all tests required by Municipal or State regulations and, where so provided in said regulations, shall furnish the Owner with certificates of inspection by the Municipal or State regulation bodies.
The Contractor shall also make all test required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public.

40. **CLEANING UP AND FINAL INSPECTION:**
The Contractor shall at all times keep the site of the work free from accumulations of waste material or rubbish caused by their employees or work and at the completion of the work the Contractor shall remove all their rubbish from the above the work and all their tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors if more than one (1) is employed on the project in proportion to the amount as shall be determined to be just. The Contractor and Sub-contractors shall not dispose of any waste material or rubbish in an open utility trench or a utility trench that is being backfilled.

On or before completion of the work, the Contractor shall, without charge, tear down and remove all buildings and other structures built by the Contractor for facilitation of the execution of the work, and shall remove all rubbish of all kinds from the grounds, which the Contractor has occupied, and shall leave the work clean and in good condition.

The Contractor shall provide a representative to accompany the Owner in performing a pre-construction inspection of all utility manholes, catch basins and inlets. The Owner shall be responsible for ensuring that said utility structures are free and clear of all dirt and debris prior to the start of construction. During the course of construction the Contractor shall be responsible for any necessary removal of dirt and debris caused by construction activities and shall perform such work within five (5) calendar days after receiving notice from the Owner. If the Contractor fails to perform the work within five (5) calendar days, the Owner may remove the dirt and debris and charge the cost of said removal to the Contractor.

All sewers, conduits, pipes and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work, or any part thereof, approached completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. The Contractor shall furnish, at their own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. The Contractor, at their expense, shall promptly correct any undue leakage of water into the structures that would, in the sole opinion of the Engineer, render the work to be less than first class quality. Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning and repairing, as such is needed, will be given by the Engineer, who at the same time may make a final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.
41. **MEASUREMENT OF WORK:**
If the proposal for the work under this Contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the proposal sheet or plan, but no variation will be made in the contract unit prices on that account. No extra or customary measurement of any kind will be allowed in measuring the units of work under this Contract, but the actual units of work shall be considered and all lengths will be measured on the centerline of the work, whether straight or curved. The Contractor will be paid the contract price for each unit of work done, which price will include the cost of all work described in the unit specifications.

42. **FINAL ACCEPTANCE OF THE WORK:**
The Contract shall be deemed as having been finally accepted by the Owner, acting through its Engineer, upon final inspection and written notice by the Engineer. Use of part of the improvement by the Owner before completion of the entire project is not to be construed by the Contractor as an acceptance by the Owner of that part so used.

43. **FAILURE TO COMPLETE THE WORK ON TIME (LIQUIDATED DAMAGES):**
Should the Contractor fail to complete the work within the contract time, the Contractor shall be liable to the Owner in the amount of **one thousand two hundred seventy-five dollars ($1,275.00)** for each calendar day as liquidated damages, for each day of over run in the contract time.
PART 3

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STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS APPLICABLE TO THIS WORK AND CONTRACT:


5. The attached Illinois Department of Transportation traffic control and protection standards.


In the event of conflict between specifications, the more stringent requirements shall apply. Notify the City Engineer of any conflicts between specifications discovered prior to proceeding with work covered by conflicting specifications. The City Engineer will resolve all conflicts.

Copies of said Standard Specifications are included on the plans and are on file with the City Engineering Department for inspection.
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CITY OF BATAVIA
2021 WARD 1 STORM SEWER RECONSTRUCTION- PHASE 4

SPECIAL PROVISIONS

The sections included under Division IV - Special Provisions Sections are supplemental to Division V of these Contract Documents entitled "Standard Specifications and Drawings" and are intended to revise said Standard Specifications to more fully specify the work and materials to be incorporated into this project.

In case of conflict with the Standard Specifications, the Special Provisions as contained herein shall take precedence and govern.

The intent of referencing "Applicable Standard Specifications" is to note which sections of the Standard Specifications apply in addition to the applicable provisions of these Contract Documents.

LOCATION OF PROJECT
The Ward 1 Storm Sewer Replacement project is located west of Kirk Road, and south of Pine Street in the City of Batavia, Kane County, Illinois. A location map is shown on the cover sheet of the plan sheets included in Part IV of the Specifications.

DESCRIPTION OF PROJECT
The work will consist of Phase 4 of this multi-year project which includes the removal and replacement of approximately 2,700 lineal feet of the existing storm sewer system draining the Ward 1 subdivision, and removal and replacement of approximately 2,500 lineal feet of watermain on Lexington Lane, Bluestem Lane, Orchard Court, and Cardinal Court. Additional work will be required related to the existing watermain, street, sidewalk, and curb removal and replacement, furnishing of all equipment, materials, labor, and incidentals necessary for all items as implied and/or explicitly indicated in the Contract Documents. Phase 4 of this multi-year project only includes reconstruction of storm sewer and watermain on Lexington Lane, Bluestem Lane, Orchard Court, and Cardinal Court.

DEFINITION OF TERMS
City: The City of Batavia and its agents and/or representatives.

Engineer: The City of Batavia Engineer or Engineer employed by the City of Batavia or authorized representatives.

Water and Sewer Superintendent: The City of Batavia Water and Sewer Superintendent employed by the City of Batavia or authorized representatives.

Contractor: The individual, firm, partnership, joint venture, or corporation contracting with the City of Batavia for performance of the prescribed work.

All definitions stated in Section 101 of the Standard Specifications shall apply to this contract. When referring to the “Department” or “State” in all IDOT Specifications and Special Provisions, the Contractor should be aware this means the City of Batavia and its agents and/or representatives.
BID SUBMITTAL REQUIREMENTS
The following documents must be included with the submitted bid:

a. Contract Cover
b. Invitation to Bid
c. Bid Proposal
d. Bid Schedule
e. Proposal Signature
f. Bid Guarantee in the amount of 5% of the Bid Amount
g. Addenda (if applicable)

CONTRACTOR EXPERIENCE:
The CONTRACTOR must have past experience in storm sewer and water main construction or similar work for municipalities located in Illinois.

The CONTRACTOR shall submit a list of three (3) similar projects that the CONTRACTOR or his/her specialty subcontractor has completed, along with points of contact for these projects. The submittal shall include the location, contract name, number, total value and completion dates for the projects. The submittal shall also include names and telephone numbers of a supervisory level point of contact at each facility or installation who has knowledge of the CONTRACTOR’S or specialty subcontractor's work performance and project with value of subcontracting contract.

The CITY reserves the right to require the CONTRACTOR to file proof of his ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement, list of equipment owned by bidder, and backlog of jobs under contract. The CITY reserves the right to issue a contract only to a bidder who furnishes satisfactory evidence that he has the ability, sufficient capital, and facilities to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the contract documents.

COMPLETION DATE
Effective: September 30, 1985
Revised: January 1, 2017

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date is specified, the Contractor shall complete all contract items, including restoration by 11:59 PM on, August 27, 2021 except as specified herein.

The Contractor shall complete all work on or before the completion date of this contract which will be based upon 120 calendar days.

Article 108.09 or the Special Provision for “Failure to Complete the Work on Time” shall apply to either the completion date or the extended time to complete the work.
FAILURE TO COMPLETE THE WORK ON TIME
Effective: September 30, 1985
Revised: January 1, 2017

Should the Contractor fail to complete the work on or before the completion date as specified in
the Special Provision for “Completion Date”, or within such extended time as may have been
allowed by the Department, the Contractor shall be liable to the Department in the amount of
$1,275.00, not as a penalty but as liquidated damages, for each calendar day or a portion thereof
of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for
the work since the Department’s actual loss, in the event of delay, cannot be predetermined,
would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said
mode is an equitable rule for measurement of the Department’s actual loss and fairly takes into
account the loss of use of the roadway if the project is delayed in completion. The Department
shall not be required to provide any actual loss in order to recover these liquidated damages
provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this
clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the
following 12:00 midnight, twenty-four hours later.

CONTACTS
City of Batavia is the lead agency for this project during construction. All coordination relating to
construction project and operations shall be made through the City of Batavia Engineering
Department and the Water Division, Monday through Friday, 7:00 A.M. to 4:00 P.M. at (630) 454-
2750.

CONSTRUCTION SCHEDULE
At the preconstruction conference, the Contractor shall meet with the City, the Engineer, and
Water Superintendent, and present, in writing, a detailed construction schedule. Said schedule
shall contain such information as the Engineer deems necessary, including sequencing of streets
and dates for the starting and completing construction operations, location of off-site disposal
areas, access routes to be used and location of equipment and material storage sites. Once
approved, the Contractor must adhere to the schedule so that field markings of all items of work may
proceed in advance of actual construction.

The Contractor shall confirm with the Engineer the scheduled commencement of each
construction activity at least three days in advance to allow for proper notification of residents
and motorists (businesses).

It is anticipated that the contract for this work will be approved at the April 19th, 2021 City Council
Meeting and Notice to Proceed will be issued within (1) week of the City Council approval.

MATERIAL STORAGE
The Contractor shall not deliver and store any material on the project site more than one week in
advance before commencing with his work. The Contractor may utilize the areas specified on the
soil erosion sheet for staging material. The contractor will be required to provide barricades with
flashers to delineate the staging area from the traffic. Proposed staging areas have been included
in the plan set and quantities for fencing and seed and blanket for these areas have been included
in the estimate of quantities. Any required pavement repair and parkway restoration, due to the damage because of materials storage, shall be borne by the Contractor and be considered included in the cost of the contract.

RESTRICTED STREET USE
Before the Contractor begins work, the City shall discuss access to each street listed in the contract. The Contractor will only be allowed on the agreed streets with construction trucks and equipment. The Contractor shall also be required to obtain overweight permits from the City and all other agencies for all vehicles and/or construction equipment.

CONSTRUCTION NOISE RESTRICTIONS
In order to minimize the effect of construction noise on the area surrounding the improvement the Contractor and his subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.

Construction operations on local roads shall be confined to the daylight hours between 7:00 AM and 7:00 PM, Monday through Saturday. No work of any kind shall be done on Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting or to construction of an emergency nature. If the Contractor requires additional time to complete a portion of work on a given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, he must receive the approval of the Engineer. Construction operations on state roads shall be confined to the daylight hours between 9:00 AM and 3:00 PM, Monday through Friday.

SEQUENCE OF OPERATIONS
The Contractor shall coordinate his work in a manner that will cause as little inconvenience to pedestrian and vehicle traffic as possible. The Contractor shall also coordinate the sequence of installation of the various storm, sanitary, and potable water utilities to minimize the disruption of service to the residents. The Contractor shall work closely with City Officials, Fire and Police Departments in coordinating interruption to normal traffic, access to businesses, and inconveniences to the public.

APPROVAL OF SUBCONTRACTORS
The Contractor shall provide a list of the intended source of materials and the intended Subcontractor to be used for the project. The City of Batavia shall approve all subcontractors to be used on the project and reserves the right to reject the use of any subcontractor due to past performance or the apparent inability to perform the item of the work required of him.

PERMIT COMPLIANCE
The CONTRACTOR shall comply with the all requirements of the project permits from the City of Batavia, and Illinois Environmental Protection Agency. No project work may begin until all permits have been obtained.
ALTERATIONS, CANCELLATIONS, EXTENSIONS, AND DEDUCTIONS
The City of Batavia has limited amount of funds available to complete this project. Therefore, the Contractor is herein notified that the City of Batavia reserves the right to reduce and/or omit any items as set forth in the Schedule of Prices section of these Contract Documents.

The City of Batavia reserves the right to alter the plans, or shorten the improvement, add or delete such work as may be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes, including the deduction or cancellation of any 1 or more of the Unit Price items, or cancellation of the Contract.

CONTRACTOR PAYOUTS – REQUIRED SUBMITTALS
Contractor payout requests shall be submitted no more than one time per month, and are required to go through a scheduled City Council Meeting to authorize payment. Change Orders, which would cause the Contract to go above Original Contract Amount, will go through scheduled Committee and Council Meetings for approval.

Payment Process:
1. Quantity approval requirements:
   a. Quantities will be calculated and submitted and reviewed/approved by the engineer prior to submitting any invoices. Clearly identify the pay item and quantities used.

2. Invoice submittal requirements:
   a. General invoice for entire project after approval of above.
   b. Lien Waivers from General Contractor and Subcontractors receiving payments. General Contractor Lien Waiver is required to submit invoice and sub-contractor waivers are preferred at this time as well, but if needed they may be submitted prior to release of check.

3. Payment release requirements:
   a. Lien Waivers from General Contractor and any Subcontractors receiving payments from subject payout.
   b. Copies of Certified Payroll for period when work was completed.
   c. Sworn Statement and Affidavit from General Contractor.

MAIL DELIVERY
Mail delivery along streets within the construction limits shall be maintained at all times. The Contractor shall provide access to the work zone for the U.S. Postal worker to drive and deliver the mail each day. Maintenance of these ramps shall be provided by the Contractor to the satisfaction of the Engineer. This work shall be incidental to the contract.

RESIDENT NOTIFICATIONS
The Contractor shall be responsible to notify the City at least 48 hours, but not more than 72 hours, prior to commencement of work for the City to deliver notification letters to all residents adjacent to the subject project affected by the construction.

The Contractor shall be responsible for posting suitable advance notice on scheduled to be closed streets, if necessary, during working hours at least 24 hours, but not more than 48 hours, prior to commencement of work. “No Parking” signs displaying construction times shall be placed on roadways 48 hours prior to placement of utility materials. All such notices shall be removed by the Contractor immediately upon the completion of work. This work shall be included in the cost of the
EXISTING UTILITIES
The CONTRACTOR must exercise extreme caution while working around existing utilities. The CONTRACTOR shall notify JULIE (1-800-892-0123) and the City of Batavia a minimum of 48 hours before commencing construction for utility locations within the scope of the project. It is recommended that the CONTRACTOR conduct a joint utility meet. It is the responsibility of the CONTRACTOR to contact agencies who may or may not be part of the JULIE system to obtain the horizontal and vertical field locations of their facilities within the limits of the proposed improvements.

The City of Batavia does not guarantee the accuracy or completeness of this information. The CONTRACTOR shall make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The CONTRACTOR shall locate all utilities far enough in advance to avoid all conflicts in grade separation between the proposed improvements. If the CONTRACTOR encounters a conflict between the proposed improvements and existing utilities that was not located in advance by the CONTRACTOR, then the CONTRACTOR shall, at no cost to the City of Batavia, relocate the proposed improvements and/or the utility to avoid conflict.

The CONTRACTOR will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these companies of any and all services or facilities owned or operated by them within the limits of this improvement.

Before doing any work which will damage, disturb or leave unsupported or unprotected any utility lines or appurtenances encountered, the CONTRACTOR shall notify the utility company thereof, who will make arrangements for relocating, adjusting or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the CONTRACTOR, including the removal of all cables, manhole covers and other appurtenances which the utility company desires to salvage. After such arrangements have been made, the CONTRACTOR will proceed with the work as directed by the ENGINEER. All utility lines and appurtenances, which are abandoned by the utility company, shall be removed and disposed of by the CONTRACTOR. The CONTRACTOR shall be responsible for facilitating prompt and timely removal, relocation, reconstruction, or abandonment of their facilities by all utility companies involved, and the coordination of his work with that of these companies to the end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

No extra compensation will be allowed to the CONTRACTOR for any expenses incurred by complying with these requirements or because delay, inconvenience or interruption in his work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services.

The Contractor shall support and protect all utility lines and their appurtenance as needed during construction. Typically the Contractor will not be allowed any additional compensation for the costs associated with supporting and protecting a utility.

The Contractor shall deliver to the City Public Works Facility any frames, grates, lids or hydrants
that were removed that can be salvaged. All other items removed shall be disposed of by the Contractor. No additional compensation shall be allowed for the disposal or delivery to Public Works of these items.

**PROTECTION OF PUBLIC & PRIVATE PROPERTY**

The Contractor shall exercise reasonable care to protect all existing features in the public RIGHT-OF-WAY that will remain in place including landscaping, fences, sprinkler systems, drain lines, power lines, and any other public or private property. Special care shall be taken when saw cutting of the curb and sidewalk that sprinkler systems and invisible dog fences are not damaged in the process. These items are usually buried along the edges of sidewalks and behind curbs in the RIGHT-OF-WAY.

Any item damaged due to negligence on private property or in the RIGHT-OF-WAY shall be repaired or replaced in kind by the Contractor as directed by the Engineer at no additional cost to the owner or resident.

The Contractor shall not leave any trenches open overnight.

**DUST CONTROL AND DIRT ON STREET PAVEMENT**

The CONTRACTOR shall at all times be responsible for maintaining dust-free conditions on streets. The CONTRACTOR shall clean the pavement of all dirt and debris on streets at the end of each day’s operations at a minimum, and at other times as directed by the ENGINEER by means of high pressure washing or by mechanical sweeping.

Dust shall be controlled by the uniform application of sprinkled water and shall be applied when directed by the Engineer, in a manner meeting his approval. All equipment used for this work shall meet the Engineer’s approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. The CONTRACTOR shall maintain a water tank at the construction site at all times.

If the CONTRACTOR does not meet the requirement of controlling dust and/or cleaning the street pavement, within three (3) hours of notification by the City, the City shall make the necessary arrangements to control the dust and clean the pavement(s). The cost of such action will be deducted from any monies due or to become due to the CONTRACTOR. **Additionally, the City will deduct $1,000.00 per day from monies due, or to become due, for each day that the Contractor fails to comply with this special provision.** Such sum to be charged not as a penalty but as liquidated damages. The parties agree that actual damages to the City of Batavia would be uncertain and difficult to calculate, and the amount of such liquidated damages is a reasonable estimate of the supervision costs likely to be incurred by the City of Batavia as a result of the CONTRACTOR’S failure to control dust and clean the street pavement(s) as required.

Application of water for dust control will be paid for under Dust Control Watering pay item (Special Provision SP-52). All other work associated with cleaning dirt and debris on the pavements will not be paid for separately but will be included in the unit bid prices for various items of work included in the contract.
INVESTIGATION OF CONDITIONS
Bidders are required to submit their proposals upon the express condition that they have noted the site of the proposed work and are fully acquainted with work to be performed under this contract. The contractors are expected to make their estimates of the facilities needed and the difficulties attending the execution of proposed contract, including local conditions, availability of labor, weather and other contingencies. In no event will the Local Sponsors assume any responsibility whatever for interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint themselves with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating difficulties and costs of successfully performing and completing the work.

SITE INSPECTION, LOCATION OF EXISTING UTILITIES
The successful bidder shall, before submitting a proposal for a specific work site or project, carefully examine the Proposal, Plans, Details, Specifications, and Special Provisions. The successful bidder shall inspect in detail the site of the proposed work and be familiar with all the local conditions affecting the proposal and the detailed requirements of construction including access and staging.

When existing structures, services, utilities, pipelines and improvements (both above and below ground) are shown on the plans, the locations shown are approximate only and are not guaranteed. Obstructions and improvements in addition to those shown on the plans may also be encountered in carrying out the work. The CONTRACTOR shall be responsible for carrying out all work under this contract without additional compensation for whatever condition is found above or below ground.

The contractor shall be responsible for potholing and field locating the location and elevation of critical crossings. These pothole locates shall be considered included in the cost of the contract and will not be paid separately. The potholing of the utilities shall occur at the beginning of the project and the location and elevation of the potholed locates shall be reported to the Engineer immediately upon verification to allow for any modification to the design to avoid a conflict.

The CONTRACTOR shall notify all utility companies including the City of Batavia Electrical Department, Water Department, Sewer Department, local electric companies, local telephone and communications companies, local natural gas companies, and local cable TV companies a minimum of two (2) working days (forty eight hours) prior to beginning any construction. The CONTRACTOR shall have the responsibility to determine from the public utility companies and the City of Batavia Departments the locations of underground pipes, conduits, cables, or other surface or subsurface improvements adjoining or crossing the construction area.

The Joint Utility Locating Information for Excavators telephone number, 1-800-892-0123, is shown on the cover sheet of the plans. (J.U.L.I.E. SYSTEM)

SAFETY AND PROTECTION
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs related to his work. The 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 worksite and all persons and organizations who may be affected thereby;
All of the work and materials and equipment to be incorporated therein, whether storage on or
off-site; and Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks,
pavements, roadways, structures, utilities, and underground facilities not designated for
removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having
jurisdiction for the safety of persons or property to protect them from damage, injury or loss; and
shall erect and maintain all necessary safeguards for such safety and protection. The Contractor
shall notify owners of adjacent property and of underground facilities and of utility owners when
prosecution of the work may affect them, and shall cooperate with them in the protection,
removal, relocation or replacement of their property.

All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by
the Contractor, any Subcontractor, Supplier, or any other person or organization directly or
indirectly employed by any of them to perform or furnish any of the work or anyone for whose
acts any of them may be liable, shall be remedied by the Contractor. The Contractor’s duties
and responsibilities for safety and protection of the work shall continue until such time as all of
the work is completed and the public body having jurisdiction has issued a notice to the Owner
and Engineer that the works is acceptable.

The Contractor shall designate a responsible representative at the site whose duty shall be the
prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise
designated in writing by the Contractor to the Owner.

The Contractor shall prepare and maintain on the jobsite a Construction Site Safety Plan in
accordance with current Occupational Safety and Health Agency (OSHA) Standards and
Procedures. The safety plan shall be acceptable to OSHA and contain the name of the
individual in the employ of the Contractor responsible for the Construction Site Safety. When
working inside confined spaces (e.g. lift stations, manholes, etc.) the Contractor shall exercise
cautions and comply with all OSHA requirements when working in the presence of sewer gases,
combustible or oxygen deficient atmospheres.

The Contractor will not be allowed to leave excavations open overnight. Excavations will need to
be either backfilled to the surrounding grades or covered and protected with suitably sized steel
plates for protection. The steel plates shall be set in place with temporary asphalt patching
along the perimeter to prevent from shifting.

**EXCAVATION SHORING**
It shall be the Contractor’s responsibility to review the Contract Documents and to determine
whether the proposed work will require shoring and/or sheeting of trenches or other excavations
to protect as required by any governing federal or state laws and municipal ordinances, and as
may be necessary to protect life, property, or the work. If the Contractor determines that any
shoring or sheeting is required it shall be furnished, installed, and removed by the Contractor
and the cost of which shall be considered as included in his contract bid prices with no
additional compensation allowed. In any event, the minimum protection shall conform to the
recommendations and requirements of OSHA Safety and Health Standards for construction.
**WATER SERVICE LOCATIONS**
The City of Batavia Water Department will locate and assist in the identification of live water services and service boxes. The contractor is responsible for the hand digging of the services to verify locations and depths. Any JULIE located water services damaged by the contractor shall be repaired at the contractor’s sole expense. The water main service repairs shall be performed without a water main shutdown.

**LIMITS OF REMOVAL**
All pay items for removal and replacement must be field measured and marked by the Engineer prior to construction. No payment will be made for any items of work which have been removed and/or replaced without having been field measured and marked by the Engineer. Repairs to asphalt and concrete driveways damaged by contractor not specifically listed in this contract will be considered included. No additional payment will be made for removal and/or replacement beyond field markings unless specifically authorized by the Engineer.

**RESTORATION LIMITS**
Compensation shall not be allowed for restoration of disturbed areas outside the construction limits or disturbed areas within the construction limits that were not approved by the Engineer. Prior to placing the Topsoil it shall be the responsibility of the Contractor to remove all deleterious material, construction debris and garbage. After the topsoil is placed, the seed and mulch shall be placed in a timeframe that will not allow weed germination. It will be the Contractor's responsibility to maintain the restored areas weed-free until the grass seeds and mulch are placed. Prior to seeding and mulching, if weeds germinate, it shall be the responsibility of the Contractor to remove the weeds and all other deleterious material prior to seeding and mulching or as directed by the Engineer.

**RESTORATION**
After removing the forms, and within three (3) working days, the contractor shall backfill to match existing grades with pulverized topsoil. This also includes all driveway repairs and street patching. (NOTE: Matching existing grades of the new sidewalk can extend up to 4” of pulverized topsoil, seed and hydro-mulch) Areas damaged by contractor during the removal process shall be repaired at the contractor’s expense as stated above. The pulverized topsoil shall be graded, compacted to prevent settlement and raked smooth prior to seed and hydro-mulch.

**WATER FOR CONSTRUCTION PURPOSES**
City water for construction purposes will be available to the CONTRACTOR at his cost. Temporary hydrant meters are available to the CONTRACTOR upon making a formal application at the City Office and payment of an amount equal to the actual cost of meter, fittings, backflow prevention device and wrench.

Temporary hydrant meters shall be removed from hydrants daily. Under no circumstances shall unattended hydrant meters be installed on hydrants overnight. Hydrant meters shall be removed when unattended.

**WATER SYSTEM SHUTDOWN**
All existing valves shall be turned and operated by the Water and Sewer Superintendent. When the Contractor desires the shutdown of an existing water main for the purpose of connection or
abandonment, he shall give the Water and Sewer Superintendent at least 24 hours notice. The Water and Sewer Superintendent will advise the Contractor of their availability and then schedule the work.

TEMPORARY BYPASS PUMPING
The Contractor is required to furnish all labor, materials, plugging, blocking, bypass pumping equipment, power, and maintenance work to implement a temporary pumping system for the purpose of diverting existing sanitary sewerage flows around the work area as required for sanitary sewer repairs or replacement. All leaks in overland bypass piping must be stopped immediately. The Contractor shall also provide any remediation of spill areas as required. The costs for the temporary bypassing shall be included in the contract prices and will not be paid for separately.

EXISTING FIELD TILES
Any field tiles located during construction shall be reported to the Engineer. The existing line shall be repaired, or if in conflict with the proposed storm sewer shall be connected to the existing storm sewer upon the direction of the Engineer. The Contractor shall include the existing field tile locations including the size on the construction set of plans. Replacement pipe for the field tile repairs shall match the existing pipe size and shall be watermain class PVC pipe SDR 26 or DIP CL50 with bell and spigot joints.

The replacement pipe shall be constructed thru the limits of the trench where the existing tile was damaged. The pipe ends of the existing tile shall be cut cleanly leaving a smooth pipe connection. The existing and replacement pipe shall be coupled together with a rubber mission-type coupling with (2) stainless steel bands each sized to fit properly over the existing and replacement drainage pipe. The trench shall be properly compacted under the replacement pipe using a minimum of 6-in of IDOT gradation CA-6 to prevent any settlement from occurring under the replacement pipe.

The costs associated this work shall be considered included in the overall work and will not be paid for separately.

SITE CONSTRUCTION
The following Special Provisions apply to the Ward 1 Storm Sewer Reconstruction Project including traffic control plans and specifications identified in the plans entitled “2020 Ward 1 Storm Sewer Reconstruction-Phase 3” plans and dated and signed February 2020.

DISINFECTION OF NEW WATERMAIN
The disinfection of new potable watermain shall be performed by a licensed professional firm with at least (5) years experience in the chlorination and disinfection of municipal water distribution systems. At the preconstruction meeting, the Contractor shall provide the Water and Sewer Superintendent with the name of company providing the chlorination and testing of the water main for approval.

The firm will need to perform all disinfection sampling and testing to the satisfaction of the City of Batavia Water Department. Sampling locations shall be at the sole discretion of the Water and Sewer Superintendent or his/her designee. The City will permit first day passing samples as complete at each location. Each location that does not pass first day samples will be subject to two consecutive passing samples taken 24 hr apart before sampling. Three failures at the same sample location will require re-chlorination of the entire line.
WATERMAIN AND WATER SERVICE REPAIRS
Any JULIE located water services or watermain damaged by the Contractor shall be repaired at the contractor’s sole expense. If the repair requires the pressure of the watermain or service to be reduced the Contractor shall be responsible for flushing and water samples which will be required by the City of Batavia. All laboratory costs will be paid for by the Contractor. At no time will the main be brought under 20 PSI. The City of Batavia Water Department personnel will operate all isolation valves.

GUARANTEE
The CONTRACTOR shall guarantee all equipment and materials furnished and installed by him against defects in material and workmanship for a period of one (1) year from the date of formal project acceptance. Any repair or replacement of defective equipment or materials shall be promptly executed to the ENGINEER'S satisfaction at no cost to the City of Batavia.

The CONTRACTOR shall furnish a maintenance bond approved by the City in the amount equal to ten percent (10%) of the contract amount. This bond shall provide a guarantee against defective materials and workmanship in connection with said maintenance. The Principal agrees to make any and all repairs or replacements, which become necessary during the specified period of 12 months and commencing on the date of inspection and final approval of the work by the City of Batavia. This item shall not be paid for separately, but shall be considered included in the project.

Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
SP-1 MOBILIZATION

Description of Work. This work shall be in accordance with applicable portions of Section 671 of the Standard Specifications for Road and Bridge Construction, except as modified herein and in the plans. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of temporary facilities necessary for work on the project and for all other work or operations which must be performed or costs incurred when beginning work on the project.

Method of Measurement. This item of work shall not be measured. It is a lump sum item.

Basis of Payment. This work will be paid for at the contract lump sum price for MOBILIZATION and per Section 671.02 of the Standard Specifications for Road and Bridge Construction.

SP-2 CONSTRUCTION LAYOUT AND AS-BUILT SURVEY

Description of Work. This work shall consist of furnishing a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying, layout, and preparation of As-Built Plans. The CONTRACTOR shall be required to furnish and place construction layout stakes for this project. The ENGINEER will provide adequate reference points and benchmarks as shown on the plans. Any additional control points set by the ENGINEER will be identified in the field to the CONTRACTOR and all field notes will be kept in the office and be the property of the ENGINEER.

The CONTRACTOR shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish reference points and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line shall be set at sufficient station intervals (not to exceed 50 feet) to assure substantial conformance to the plan lines. The CONTRACTOR will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans. Any inspection or checking of the CONTRACTOR’S layout by the ENGINEER and the acceptance of all or any part of it shall not relieve the CONTRACTOR of his/her responsibility to secure the proper dimensions. The CONTRACTOR shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.

Responsibility of the ENGINEER:

a. The ENGINEER will verify acceptability of the limits of construction. These limits shall be verified and agreed upon at the preconstruction meeting to be in conformance with the plans. Any vegetation outside of these limits shall be saved. Additional vegetation to
be saved within the construction limits shall also be defined by the ENGINEER and City of Batavia at the preconstruction meeting.

b. The ENGINEER will provide electronic files of the design plans in AutoCAD format to the CONTRACTOR for use in construction layout. The ENGINEER will accept responsibility for the accuracy of the initial control points as provided herein.

c. Where the CONTRACTOR, in setting construction stakes, discovers discrepancies, the ENGINEER will check to determine their nature and make whatever revisions are necessary in the plans. Any additional re-staking required by the ENGINEER will be the responsibility of the CONTRACTOR. Any additional re-staking done by the CONTRACTOR will be considered included in this work and no extra compensation will be allowed.

d. It is not the responsibility of the ENGINEER, except as provided herein, to check the correctness of the CONTRACTOR’S stakes.

Responsibility of the City of Batavia:

The City of Batavia and/or ENGINEER may make periodic checks of the CONTRACTOR’S staking to determine if the Work is being performed in substantial conformance with the plans. Any errors that are apparent will be immediately brought to CONTRACTOR’S attention. CONTRACTOR shall be required to make any necessary corrections or perform any necessary re-staking before the incorrect stakes are used for construction purposes.

Responsibility of the CONTRACTOR:

a. CONTRACTOR shall be responsible for procuring the service of an Illinois registered land surveyor, who shall report to and receive instructions from CONTRACTOR, not the City of Batavia or ENGINEER. The registered land surveyor will also establish suitable benchmarks, to be used for horizontal and vertical control and tie into the Illinois State Plane Coordination System NAD 83 East Zone U.S. Survey Foot.

b. The CONTRACTOR shall establish from the given survey points and benchmarks all the control points necessary to construct the individual project elements. The CONTRACTOR shall provide the ENGINEER adequate control in close proximity to each individual element to allow adequate checking of construction operations.

c. The CONTRACTOR shall establish the overall construction limits prior to CONTRACTOR’S mobilization of equipment.

d. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the City of Batavia at the completion of the project. All notes shall be neat, orderly and in an acceptable form.

e. At the completion of construction the CONTRACTOR will be responsible to prepare as-built drawings in compliance with the requirements of the City of Batavia, which are to be signed and sealed by a Professional Engineer registered in the State of Illinois.
Additionally, these drawings shall be provided in electronic format to the ENGINEER and City of Batavia.

As-Built Survey Requirements

All survey work for the City of Batavia shall meet the following standards.

- The completed work must be submitted in both hard copy and digital format, which includes, two original 22” x 34” reproducible bond copies, one 22” x 34” mylar copy and an electronic drawing file format, (AutoCAD) and PDF.

- The file must have X,Y and Z coordinates attached to all points and contours and shall be tied into the Illinois State Plane Coordinate System East Zone and vertical datum NAVD 88 U.S. Survey Foot. If data is not acceptable to the City of Batavia and/or ENGINEER, meaning, not meeting the following specifications, the City of Batavia and ENGINEER reserve the right to return data to CONTRACTOR until it is corrected to meet the following specifications with no further compensation due CONTRACTOR.

The drawing shall meet the following specifications (as required per contract):

- Drawings shall note all dimensions and elevations in imperial (foot) scale to the nearest .01 foot.

- Include legend of symbology and abbreviations used in drawing.

- Show the location and elevations of existing and newly constructed improvements per construction project specifications. Items to be included but not necessarily limited to; vegetation, one foot contours, channel cross sections at the same stations shown on the plans, high points, low points, swales, utilities, manhole rims & pipe invert elevations, culvert inverts, pavement delineation and type, and top and bottom of gabion walls and weir wall.

- Capture mean elevation of water in any excavation, well and or nearby body of water.

- Do not break contour lines for elevation text nor shall text interfere with any mapping lines (do not trim to accommodate text).

- All contour lines should be continuous/closed polylines with respective “Z” coordinates.

- Spot elevations should have “Z” elevations and represented to the nearest .01 foot.

- All text associated with a spot elevation should match that elevation and be on a separate text layer.

- All paper and Mylar copies of survey shall be signed and sealed by a professional land surveyor.
Method of Measurement. This item of work shall not be measured. It is a lump sum item.

Basis of Payment. This work shall include all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, and relocate all control and stationing points for the duration of the project, as well as the preparation of As-Built Drawings. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT AND AS-BUILT SURVEY.

SP-3 MAILBOXES AND STREET SIGNS

Description of Work. The Contractor may remove mailboxes, street signs, and any other directional or regulatory signs in the RIGHT-OF-WAY within the construction limits that interfere with construction operations; however the contractor shall immediately relocate all mailboxes and signs at temporary locations approved by the Engineer and in accordance with applicable requirements in Section 107.20 of the Standard Specifications. The signs shall be secured such that they will not fall over and endanger the public.

As soon as construction operations permit, the Contractor shall reset the mailboxes and street signs at their permanent locations. All mailboxes shall be placed at a height of 36 inches to 42 inches measured from the bottom of the mailbox to the top of the curb or to the surface of the roadway if there is no curb. The face of the mailbox shall be placed 9 inches to 12 inches behind the curb measured horizontally from the back of the curb or the edge of pavement if there is no curb. The Contractor shall replace at his own expense any mailbox, mailbox post, or signs that has been damaged by the Contractor's operation. The street signs shall be placed according to the MUTCD or as approved by the Engineer.

Basis of Payment. The work shall be paid for at the Contact unit price each for MAILBOX REMOVE AND REPLACE for removal, temporary relocation, and permanent re-setting of mailbox, which compensation shall be for all work required.

SP-4 MAILBOX REMOVE AND REPLACE (SPECIAL)

Description of Work. The Contractor may remove brick mailboxes in the RIGHT-OF-WAY within the construction limits that interfere with construction operations; however the contractor shall immediately relocate all mailboxes at temporary locations approved by the Engineer and in accordance with applicable requirements in Section 107.20 of the Standard Specifications. The signs shall be secured such that they will not fall over and endanger the public.

As soon as construction operations permit, the Contractor shall reset the brick mailboxes at their permanent locations. All existing material for the mailboxes shall be removed and disassembled with care by the contractor and stored offsite at a secure location. Any materials damaged or broken by the contractor during the removal and/or resetting of the mailboxes shall be replaced by the contractor as approved by the engineer. The cost for such replacement material shall be included in the basis of payment. The contractor shall take pictures and measurements of the existing mailbox and replace to its original condition, which shall include concrete foundation for the base. The face of the mailbox shall be placed 9 inches to 12 inches behind the curb measured horizontally from the back of the curb or the edge of pavement if there is no curb. The Contractor
shall replace at his own expense any mailbox that has been damaged by the Contractor's operation.

**Basis of Payment.** The work shall be paid for at the Contact unit price each for **MAILBOX REMOVE AND REPLACE (SPECIAL)** for removal, storage, temporary relocation, and permanent re-setting of mailbox, which compensation shall be for all work required.

**SP-5 DUST CONTROL WATERING**

**Description of Work.** This work shall consist of controlling dust resulting from construction operations. It shall be clearly understood by the Contractor that this item of work is not intended for use in the compaction of earth or granular sub-base.

Dust shall be controlled by the uniform application of sprinkled water applied only when directed by the Engineer in a manner meeting his approval and shall be equipped with adequate measuring devices for meeting the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

**Method of Measurement.** This work will be measured in units of 1,000 gallon of water applied.

**Basis of Payment.** This work will be paid for at the contract unit price per unit as **DUST CONTROL WATERING**, which price shall be payment in full for furnishing all labor, water, metering equipment and fees, and equipment for controlling dust as herein specified.

**SP-6 TREE ROOT PRUNING**

**Description of Work.** This work shall be in accordance with all applicable portions of Section 201 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans.

Tree root pruning shall be provided at the direction of the ENGINEER.

**Method of Measurement.** This work will be measured per each item completed.

**Basis of Payment.** The work shall be paid for at the contract unit price per each for **TREE ROOT PRUNING**. The price shall include all labor, materials, and equipment necessary to complete the work as specified on the plans and described herein.

**SP-7 TREE REMOVAL**

**Description of Work.** This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications for Road and Bridge Construction, except as modified herein or in the plans.

The CONTRACTOR shall make every effort to protect and preserve existing trees within the construction limits. All tree removals shall be approved by the ENGINEER prior to the work
Tree removal shall consist of the cutting, grubbing, removal, and disposal of trees and stumps. Prior to beginning tree removal, all requirements of Article 201.05(a) shall be completed. All trees, except those designated to be saved, and all stumps, shall be cut and disposed of according to Article 202.03. Trees and stumps within the slope limits of embankments 2 feet (600 mm) or more in depth shall be cut off at ground level. All other trees and stumps within the limits of construction shall be removed to a depth of not less than 12 in. (300 mm) below the elevation of the subgrade, the finished earth surface, or the ground line. Trees of Osage Orange shall not be cut off as specified above, but shall be pulled or grubbed in such a manner as to insure complete removal.

**Method of Measurement.** Tree diameters will be measured at a point 4.5 feet above the highest ground level at the base of the tree and will be determined by dividing the measured circumference of the tree by 3.1416. Stumps will be measured at the elevation of cut off. A multiple stem tree's branches having a diameter of 6 in. or more at a point 4.5 feet above the highest ground level at the base of the tree will be measured for payment as individual trees. This work will be measured per each tree removed. Trees with diameters between 6 and 15 inches will be paid for separately from trees with diameters exceeding 15 inches. Trees with diameters less than 6 inches that are to be removed shall be considered incidental clearing and included in the cost of the contract.

**Basis of Payment.** The work shall be paid for at the contract unit price per each for TREE REMOVAL (6 TO 15 INCHES DIAMETER) or TREE REMOVAL (GREATER THAN 15 INCHES DIAMETER). The price shall include all labor, materials, and equipment necessary to remove and dispose of the trees to be removed and any other items required to complete the work as specified on the plans and described herein.

Trees with diameters less than 6 inches that are to be removed shall be considered incidental clearing and included in the cost of the contract.

**SP-8 SELECT GRANULAR BACKFILL**

**Description of Work.** Unless otherwise noted on the plans. Class “A” Selected Granular Backfill material conforming to the gradation shown in the "Standard Specifications for Water and Sewer Main Construction in Illinois" (CA-6) shall be placed and compacted in those locations shown on the plans and details. The work and materials shall conform to the applicable provisions of the "Standard Specifications for Water and Sewer Main Construction in Illinois”.

**Compaction.** All select granular backfill shall be compacted in accordance with the Standard Specifications and as shown in the City of Batavia utility trench details.

**Method of Measurement.** Selected Granular Backfill shall be furnished for backfilling to the full width of the trench. It shall be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width and length permitted by the Contract Documents and the actual depth of the completed Selected Granular Backfill, less the volume of pipeline. Any Selected Granular Backfill required in
excess of the maximum quantity herein specified shall be furnished by the Contractor at his expense. Suitable existing excavated granular material, approved by the Engineer, may be used as select granular backfill, but will not be paid for separately. The cost of placing and compacting said existing material shall be considered as included in the Contract Price for storm sewer, sanitary sewer, or watermain.

**Basis of Payment.** Payment for this work will be made at the Contract Unit Price per cubic yard for TRENCH BACKFILL, measured as specified, herein.

The Contractor will be required to submit daily weight tickets to the Engineer to establish the payment quantity; however, in no case shall the payment quantity exceed the weight determined by first computing the volume in cubic yards using the maximum allowable limits specified, and then multiplying by a conversion of 1.8 tons per cubic yard. No payment will be made for on-site stockpiled material.

**SP-9 CONTROLLED LOW-STRENGTH MATERIAL**

**Description of Work.** This work shall consist of filling existing sewer with Controlled Low-Strength material per section 593 of the Standard Specifications. Contractor shall make all necessary connections as required to ensure complete and uniform filling of the existing storm sewer sections as shown on the plan drawings.

**Method of Measurement.** Controlled Low-Strength material, backfill will be measured in Cubic Yards of sewer volume filled.

**Basis of Payment.** This work will be paid for at the contract unit price per cubic yard for FILL EXISTING PIPE WITH CLSM. This price shall be payment in full for all equipment, labor and materials necessary to complete this work as specified including the brick and mortar patching of structures with non-shrink grout as necessary.

**SP-10 TOPSOIL FURNISH AND PLACE**

**Description of Work.** This work shall consist of furnishing, transporting, and placing additional topsoil material obtained from an off-site source to be used in the final shaping and trimming operations. This material shall be pulverized topsoil and shall be used to final shape and trim areas which are to be seeded or sodded only. All work and materials shall conform to applicable provisions of Section 211 of the Standard Specifications. Suitable excavated topsoil material shall be used for the initial backfilling and shaping of areas to be restored which shall be considered included in the cost of the furnished topsoil. Furnished topsoil shall be used for shaping and trimming of the final surface, and as directed by the Engineer.

In all areas where the depth of the topsoil to be placed is less than four inches in thickness, as directed by the Engineer, all existing grass, sod and other vegetation shall be cut, stripped and removed prior to the placement of the topsoil. After placement of the topsoil, the surface shall be worked to a depth of not less than four inches as required in Sections 250.05 and 252.03 of the Standard Specifications. The cost of removal of existing grass, sod and other vegetation, as required, shall be considered included in TOPSOIL FURNISH AND PLACE – 4”.

**Basis of Payment.** This work will be paid for at the Contract Unit Price per square yard, measured
in-place, for TOPSOIL, FURNISH AND PLACE, 4” which price shall be full compensation for all work and materials required.

**SP-11 UNCONTAMINATED SOIL CERTIFICATION**

**Description of Work.** All Removal or Excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be included in the unit price costs for the associated Removal or Excavation items in the Contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed Professional Engineer, and State and Local tipping fees. **To facilitate the requirements, the City will supply a signed Source Site Certification by Owner or Operator Form LPC-662 for this project.**

The contractor shall be responsible for contacting and coordinating with licensed CCDD fill sites during the bid process to determine a suitable fill site for the disposal of CCDD material from this site. The contractor shall provide the City of Batavia with the name and address of one or more Illinois Environmental Protection Agency Licensed CCDD Fill Sites selected for this project with the submittal of his bid.

**Method of Measurement.** This work will not be measured for payment.

**SP-12 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS**

**Description of Work.** This work shall be in accordance with applicable portions of Section 202 of the Standard Specifications for Road and Bridge Construction, except as modified herein and in the plans.

This work shall consist of removing and disposing of soft, unstable and/or unsuitable soils as necessary to construct the proposed improvements on a sound subgrade.

Where soft, unstable and/or unsuitable soils are found, the subgrade may be undercut as directed by the ENGINEER. Possible locations for potential undercutting include, but are not limited to, the following locations:

- Utility trench subgrades
- Pavement, curb, sidewalk or driveway reconstruction subgrades

Where unsuitable materials are removed, the excavated area shall be filled according to the pay item AGGREGATE SUBGRADE IMPROVEMENT (see SP-51).

**Method of Measurement.** This item shall be measured in place in cubic yards.

**Basis of Payment.** This work shall be paid for at the contract unit price in cubic yards for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS. The price shall include all labor, materials, and equipment necessary to remove and dispose any unsuitable materials found and any other items required to complete the work as specified on the plans and described herein.
Payment for filling excavated areas shall be according to the pay item AGGREGATE SUBGRADE IMPROVEMENT (see SP-51).

**SP-13 SEEDING**

**Description of Work.** This work shall consist of preparing seed bed, and furnishing, transporting, and placing grass seed mixture, mulch and other materials on the areas specified on the drawings, or as directed by the ENGINEER. This work and materials shall be performed in accordance with applicable provisions of Section 250 of the "Standard Specifications for Road and Bridge Construction".

This work shall consist of preparing the earth bed for seeding, furnishing, transporting, and placing one specified seed mixture and mulch on said prepared surface, at all the locations and to the lines and grades and details shown on the drawings or as directed by the Engineer. Seeding shall include all nutrients. The nutrients are to be applied at the following rates:

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen</td>
<td>90 lb/ac</td>
</tr>
<tr>
<td>Phosphorous</td>
<td>54 lb/ac</td>
</tr>
<tr>
<td>Potassium</td>
<td>36 lb/ac</td>
</tr>
</tbody>
</table>

The seed mixture shall be Class I, Lawn Mixture or as shown on the plans.

**Basis of Payment.** This work will be paid for at the Contract Unit Price per acre for SEEDING, CLASS 1, which price shall be full compensation for all work and materials required. The payment limits for seeding shall be as shown on the drawings or as directed by the Engineer. Any areas disturbed outside these limits requiring seeding shall be at the Contractor's expense.

**SP-14 INLET AND PIPE PROTECTION**

**Description of Work.** This work consists of surrounding inlets, pipe inlets or outfalls, and other locations as required to intercept water borne silt and sediment and prevent it from entering the drainage system or exiting the construction area. The protection shall be constructed with inlet filters. Inlet filters shall be Flex Storm Pure Filters or approved equal. The work and materials shall conform to the provisions of the "Standard Specifications for Road and Bridge Construction", Section 280.

**Basis of Payment.** This work will be paid for at the Contract Unit Price per each for INLET AND PIPE PROTECTION, which price shall be full compensation for all work and materials.

**SP-15 EROSION CONTROL BLANKET**

**Description of Work.** This work shall consist of the furnishing and installation of an excelsior blanket fabric over the previously seeded areas. This work shall conform to Section 251 of the Standard Specifications for Road and Bridge Construction. The excelsior blanket shall conform to Article 1081.10 of the Standard Specifications and shall, in general, consist of a wood mat covered with a plastic mesh netting entwined with the excelsior mat.

**Construction Requirements.** The blanket shall be securely stapled with biodegradable staples to the seeded surface and overlapped as required to leave a neat and smooth surface free from
gaps.

**Basis of Payment.** This work shall be paid for at the Contract Unit Price per square yard for EROSION CONTROL BLANKET, which price shall be full compensation for all work and material required.

**SP-16 TEMPORARY FENCE**

**Description of Work.** This item has been included to provide tree protection, designation of staging areas on site during both operation and non-operation hours. At the time of construction, fencing shall be installed at all locations requiring tree protection or staging area as shown on the plans and additional fencing as determined necessary and directed by the Engineer. The fencing will be in accordance with Article 201.05 of the Standard Specifications, unless otherwise noted in the plans, with the following additions.

The fence shall be colored orange.

No extra compensation shall be allowed due to a reduction in quantity. The Contractor shall have sufficient quantity of fencing on site at all times as well as the means to install such fencing at the end of each working day as directed by the Engineer. Fencing installation at designated locations will only be paid for once. Any fencing requiring removal and reinstallation due to the Contractor's operations or vandalism shall be done his own cost.

If the temporary fencing conflicts with the completion of the landscaping operations, the fence may be removed with the permission of the Engineer. Removal of the temporary construction fencing is part of this item.

**Basis of Payment.** This work will be paid for at the Contract unit price per linear foot of TEMPORARY FENCE, which will be payment in full for supplying fencing and post, miscellaneous materials to install, maintaining and removing the fencing and all other required work to complete the work as set forth above.

**SP-17 AGGREGATE SUBGRADE IMPROVEMENT**

**Description of Work.** This work shall be in accordance with applicable portions of Section 358 of the Standard Specifications for Road and Bridge Construction, except as modified herein and in the plans.

This work shall consist of filling excavated undercut areas under the pay item REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS (see SP-50).

Possible locations for potential undercutting include, but are not limited to, the following locations:

- Utility trench subgrades
- Pavement, curb, sidewalk or driveway reconstruction subgrades

The new aggregate shall be placed in two (2) lifts not greater than 6.00 inches each and
compacted to the density requirements of Section 301 of the Standard Specifications by the use of a mechanical compactor. If the subgrade is too dry such that compaction cannot be attained, water may be added.

**Method of Measurement.** This work will be measured in place in cubic yards.

**Basis of Payment.** The work shall be paid for at the contract unit price per cubic yard for AGGREGATE SUBGRADE IMPROVEMENT. The price shall include all labor, materials, and equipment necessary to place the aggregate subgrade and any other items required to complete the work as specified on the plans and described herein.

**SP-18 6” AGGREGATE BASE COURSE, TYPE B**

**Description of Work.** This work shall be in accordance with all applicable portions of Section 351 of the Standard Specifications for Road and Bridge Construction, except shall also include excavation and removal of material offsite to prepare subgrade to the proposed plan elevations taking into consideration proposed pavement thickness.

**Method of Measurement.** This work will be measured in place in square yards.

**Basis of Payment.** The work shall be paid for at the contract unit price per square yard for 6” AGGREGATE BASE COURSE, TYPE B. The price shall include all labor, materials, and equipment necessary to prepare the subgrade, removal of any excavation material offsite, and construct the aggregate base course and any other items required to complete the work as specified on the plans and described herein.

Suitable existing excavated aggregate base course, approved by the Engineer, may be used as aggregate base course, but will not be paid for separately. The cost of placing and compacting said existing material shall be considered as included in the Contract Price for 6” AGGREGATE BASE COURSE, TYPE B

**SP-19 10” AGGREGATE SURFACE COURSE, TYPE B**

**Description of Work.** This work shall be in accordance with all applicable portions of Section 402 of the Standard Specifications for Road and Bridge Construction, except modified herein and on the plans. The aggregate surface course shall include placement and compaction of aggregate material within the limits of utility trenches to bring the grade to finished pavement grade prior to placement of the pavement patch. The work shall also include removal and disposal of placed material prior to pavement patching.

**Method of Measurement.** This work will be measured in place in cubic yards.

**Basis of Payment.** The work shall be paid for at the contract unit price per cubic yards for 10” AGGREGATE BASE COURSE, TYPE B. The price shall include all labor, materials, and equipment necessary to prepare the subgrade, removal of any excavation material offsite, and construct the aggregate base course and any other items required to complete the work as specified on the plans and described herein.
Suitable existing excavated aggregate base course, approved by the Engineer, may be used as aggregate base course, but will not be paid for separately. The cost of placing and compacting said existing material shall be considered as included in the Contract Price for 10" AGGREGATE BASE COURSE, TYPE B.

**SP-20 DRIVEWAY PAVEMENT REMOVAL**

**Description of Work.** This work shall consist of removing driveway (HMA and PCC) pavement in accordance with applicable requirements of Section 440 of the Standard Specifications. The Contractor shall saw cut the existing driveway (full depth) at the locations marked by the Engineer. All costs related to the disposal of the spoils shall be included in this unit price. During the removal process the Contractor shall not cause the edges of remaining section of the driveway to crack, spall or become damaged. If this happens the Contractor shall, at his own expense, remove an additional portion of the remaining driveway to cut out the cracked, spalled or damaged portion before repaving. If the damage is such that a significant portion of the remaining driveway needs to be removed the additional removal shall be done at the Contractors expense; no additional compensation shall be allowed.

Any existing pavement damaged outside the removal limits shall be replaced to the satisfaction of the Engineer at the Contractor's expense.

**Method of Measurement.** This work shall be measured for payment for each square yard in accordance with the Standard Specifications.

**Basis of Payment.** This work shall be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL, which price shall include all labor, equipment, materials and incidentals necessary to complete the work as described above.

**SP-21 DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT**

**Description of Work.** This work shall consist of full depth saw cutting the existing driveway pavement (asphalt and concrete) and the removing and disposing of the existing (HMA and the PCC). The cost shall also include removal and re-setting all brick pavers within the limit of excavation. The contractor shall store the removed brick pavers until it is time to reset. The cost shall include granular subbase as specified in the standard detail, and sand required for resetting the brick pavers. All cost associated with this work shall be included in the cost of this item.

Asphalt driveways shall be minimum 3-in thickness and shall include aggregate base included in the cost of this item.

**Method of Measurement.** This work shall be measured for payment in place and the area computed in square yards in accordance with the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT, which price will include all labor, equipment, materials and incidentals necessary to complete the work as described above.
SP-22 HOT MIX ASPHALT DRIVEWAY PAVEMENT

Description of Work. This work shall consist of constructing hot-mix asphalt roadway pavements on a prepared aggregate base course in accordance with the applicable portions of Section 406 of the Standard Specifications at the locations shown on the plans.

Materials:
Hot-Mix Asphalt (HMA) materials:
MixDesign Thickness
Max. Lift Thickness
Hot Mix Asphalt Surface Course, Mix “D”, N50-3.0”
Aggregate Base Course -6.0”

Prime or Tack Coat: Prime coat will be required on all aggregate bases below HMA pavements. The rate and materials for prime coat will be as required in Article 406.05 of the standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT MIX ASPHALT DRIVEWAY PAVEMENT 5” of the depth specified and include all labor, tools, equipment, and incidentals required to complete the work as specified. Prime Coat and aggregate base course will not be paid separately, but will be include in the cost of HOT MIX ASPHALT DRIVEWAY PAVEMENT

SP-23 CLASS D PATCHES

Description of Work. This work shall consist of the removal of bituminous roadway pavement adjacent to new curb or of the existing roadway pavement and replacement of the roadway with bituminous material as indicated on the plans in accordance with the applicable portions of Section 442 of the Standard Specifications.

Construction Requirements. The patches shall be Hot Mix Asphalt, Type D Patches of the depth specified.

NOTE: If Bid Alternate #1 is selected by the City the Class D Patches, Type 1, 8 inch pay item will be deducted from the Base Bid. Class D Patches, Type 1, 6 inch to be used for HMA patching for Bid Alternate #1.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, TYPE 1 of the depth specified and include all labor, tools, equipment, and incidentals required to complete the work as specified.

SP-24 HOT-MIX ASPHALT SURFACE REMOVAL

Description of Work. This work shall be in accordance with Section 440 of the Standard Specifications, the details in the plans and the following provisions.
For those streets that have crack seal material at the joint along the existing curb and the existing pavement edge, the removal of this material prior to the paving operations shall be considered included in the cost of this pay item. The crack seal material shall be completely removed to the satisfaction of the Engineer. Cold milling shall not be performed until Curb and Gutter removal and replacement operations are complete on any given street. Pavement patching will be completed after the surface has been removed. In irregular shaped areas, around curb radii, around cul-de-sacs or curbed islands in cul-de-sacs and by header passes at butt-joints, etc., additional removal may have to be done by a smaller grinder or by chipping with jack hammers.

When the milled pavement surfaces open to traffic, the following will be required:
The first lift of resurfacing shall be placed within five (5) calendar days after the pavement surface has been milled. If it is not resurfaced within seven calendar days, the contractor will be required to maintain the pavement at his expense. Under no circumstances shall milled pavement be allowed to remain over the winter.

In those areas where removal is required to construct a butt joint with the existing pavement, the existing surface shall be removed to a depth of 2.5" below the existing surface for the total area scheduled. All butt joints shall be saw cut to a depth of 2.5".

The proposed milling shall meet the general existing cross section, unless otherwise specified in the field by the Engineer or as called out in the plans and specifications.

For streets that will require milling of the pavement to the existing stone base shall require approval of the City prior to milling to review the proposed weather conditions. Any shaping of the existing stone base prior to paving shall be considered included in the cost of PREPARATION OF BASE paid under separate pay item.

For those streets that currently have the curb overlaid with asphalt, the asphalt in the curb line will be required to be cleaned out in preparation for re-paving over the existing curb. This work shall be considered incidental to the work being performed.

**Method of Measurement.** Article Section 440.07 of the IDOT Standard Specifications shall be revised as follows: “Hot-mix asphalt removed will be measured in place and the area computed in square yards without regard for the number of passes required to remove the surface material.”

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL of the thickness specified.

**SP-25 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT**

**Description of Work.** This work shall consist of grinding and removing asphalt pavement in controlled layered amounts such as to establish a lower pavement profile grade as directed by the Engineer and in accordance with Section 406 of the Standard Specifications.

This item of work will be utilized in variable depths as follows:

Butt-Joints:

The start/end locations and intersections of the pavement will be milled to provide a smooth
surface butt joint at the limits of the work where the new surface is to meet the existing pavement. This milling will be a minimum of 1.5” deep and performed according to Section 406. All butt joints will require signing. The cost of Jack-hammering, chipping, hand work and cleaning are also included in this pay item. The city shall use 5 feet as the standard length to calculate the area of butt joint.

**Basis of Payment.** This item of work will be measured and paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT.

**SP-26 PREPARATION OF BASE**

**Description of Work.** This work shall consist of the repair and preparation of existing surfaces, which are to be used as bases for the various types of surfaces courses and shall be in accordance with Section 358 of the Standard Specifications.

**Aggregate Bases:**
All loose materials on the surface of the proposed base course which are of such size, gradation, and quality that they can be utilized, shall be bladed to the shoulders and left in windrows together with any material already in windrows or stockpiles.

All failures (potholes, deep depressions, or ruts) occurring in the existing surface to be used as the base, shall be repaired by scarifying, removing all foreign material, and reshaping. If additional material is needed to bring the surface to the required cross section, CA 6 aggregate shall be used. The repaired areas shall then be compacted thoroughly by means of a pneumatic-tired roller or a hand tamper as directed by the Engineer.

After the repairs have been made in the base course, any area having ruts, depressions, corrugations, excessive crown, or loose material shall be brought to a smooth grade and proper crown by repeatedly wetting with water applied by means of a sprinkler, blading with a road grader or multiple blade maintainers, and rolling with a pneumatic-tired roller.

**Old Bituminous, Brick, and Concrete:**
All loose and defective material shall be removed from all holes, ruts, or depressions in the existing surface. These areas shall then be filled as directed by the Engineer.

After the base course has been patched and permitted to cure, it shall be cleaned by means of a mechanical sweeper, hand brooms, flushing with water, or by other approved methods. Special care shall be taken to clean the surface of the base course adjacent to the edges, so that the full width of the surface to be treated will be clean. The surface of the base course shall be clean and dry when the surface course is placed.

**Basis of Payment.** This item of work will be measured and paid for at the contract unit price per SQUARE YARD for PREPARATION OF BASE.

**SP-27 DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT-P.C.C.**

**Description of Work.** This work shall be performed in accordance with the City of Batavia Standard Detail No 7.17 and the applicable portions of Section 423 of the Standard
Specifications for Road and Bridge Construction, except as modified herein or in the plans.

This work shall consist of: full depth saw cutting the existing concrete driveway pavement and the removing and disposing of the existing, installation of concrete pavement at the same depth as existing. All cost associated with this work, including forming, re-compaction of base, finishing, control and expansion joints, placement of sealer, and sawcutting shall be included in the cost of this item.

Method of measurement. This work shall be measured for payment in place and the area computed in square feet. The pay item covers a thickness up to 6 inches. If the thickness of the existing concrete is thicker than 6 inches, the contractor shall coordinate additional compensation with the City.

Basis of Payment. This work will be paid for at the contract unit price per square feet for DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT-P.C.C., which price will include all labor, equipment, materials and incidentals necessary to complete the work as described above.

SP-28 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

Description of Work. This work shall consist of constructing concrete and aggregate base course for a driveway at the locations shown and as detailed on the plans. The concrete driveway and aggregate base course shall be in accordance with the applicable portions of Section 351 and 424, of the Standard Specifications.

The concrete mix design shall be Class SI and be a minimum of 6” thick

Aggregate base course shall be 2” in thickness and be IDOT gradation CA-6.

Basis of Payment. This work shall be paid for at the contract unit price per square foot of PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6”. The price shall include the concrete, form work, aggregate base course, and all other materials, labor, tools, equipment and incidentals necessary to complete this item of work.

Aggregate base course will not be measured separately for payment but shall be INCLUDED in the price for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6”.

SP-29 SIDEWALK REMOVAL and P.C.C. SIDEWALK REPLACEMENT and DETECTABLE WARNINGS

Description of Work. This work shall consist of the removal and the replacement of existing concrete sidewalks at the locations shown on the Contract Drawings or as directed by the Engineer. The existing sidewalk shall be "saw-cut" prior to removal. Handicapped accessible curb ramps shall be provided at all locations where the proposed sidewalk meets existing concrete curb and gutter.

The work shall be in conformance with applicable provisions of Section 424 and 440 of the "Standard Specifications for Road and Bridge Construction".
The replacement cross-section shall be equivalent to that removed and have a minimum thickness of five inches (5") and six (6) inches at driveways. Granular material, CA-6, two (2) inches minimum shall be placed under all replacement concrete sidewalks.

All exposed concrete shall have a linseed oil compound protective coat applied to its surface. The protective coat shall be EUCO linseed oil compound or approved equal and shall be incidental to the item with no additional compensation allowed.

Sidewalk ramps with detectable warning pattern in prefabricated tiles shall be installed at plan locations, also per Article 424.

All concrete shall be Class "SI" Concrete (6 bag mix) having a minimum compressive strength of 3,500 psi in 14 days. The mix shall contain an approved air-entrainment admixture to produce an air content of 4 to 7 percent of the volume.

Basis of Payment. This work will be paid for at the Contract Unit Price per square foot for SIDEWALK REMOVAL AND REPLACEMENT, and DETECTABLE WARNINGS which price shall be full compensation for all work and materials required.

SP-30 PORTLAND CEMENT CONCRETE SIDEWALK, 6"

Description of Work. This work shall consist of providing portland cement concrete sidewalk on aggregate base course at driveway locations or as detailed on the plans. The concrete sidewalk and aggregate base course shall be in accordance with the applicable portions of Section 424, of the Standard Specifications.

Aggregate base course shall 4" in thickness and be IDOT gradation CA-6.

Basis of Payment. This work shall be paid for at the contract unit price per square foot of PORTLAND CEMENT CONCRETE SIDEWALK, 6". The price shall include the concrete, form work, aggregate base course, and all other materials, labor, tools, equipment and incidentals necessary to complete this item of work.

Aggregate base course will not be measured separately for payment but shall be INCLUDED in the price for PORTLAND CEMENT CONCRETE SIDEWALK, 6".

SP-31 STORM SEWER REMOVAL

Description of Work. This work shall consist of the removal and disposal of existing storm sewers, including laterals and pipe culverts. The pipe culverts and storm sewers shall be removed and disposed of as specified in Sections 501 and 551 of the Standard Specifications. The trenches resulting from this work shall be backfilled in accordance with Article 550.07 of the Standard Specifications.

Basis of Payment. This work will be paid at the contract unit price per foot for STORM SEWER REMOVAL, of the diameter specified, measured as removed. This price shall be payment in full for all equipment and labor necessary to complete this work as specified including the brick and
mortar patching of structures with non-shrink grout as necessary.

**SP-32 PLUG EXISTING PIPE**

**Description of Work.** This work shall consist of providing a plug when applicable in the existing pipe to be removed as specified on the plans and then filling the pipe with CLSM to be paid for separately.

**Method of Measurement.** This work will be measured for payment in place per each plug.

**Basis of Payment.** Work shall be paid for at the contract unit price per each PLUG EXISTING PIPE which price shall include all labor, equipment, materials and incidentals necessary to complete the work as described above.

**SP-33 CONNECTION TO EXISTING STORM STRUCTURE OR SEWER**

**Description of Work.** This work shall consist of connecting the proposed storm sewer main to the existing manhole or sewer at the lines and grades and the details shown on the Contract Drawings. The existing manhole or sewer shall be carefully cored, leaving a smooth circular opening. Manholes with existing openings shall be cleaned and shaped for the installation of the storm sewer. The opening through which the pipe enters the structure shall be provided with a watertight connection. The work and materials shall conform to applicable provisions of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and in accordance to the details shown on the plans.

**Basis of Payment.** Payment for this work will be made at the Contract Unit Price each for CONNECTION TO EXISTING STORM STRUCTURE OR SEWER, which shall be full compensation for work and materials required.

**SP-34 STORM SEWER CONSTRUCTION**

**Description of Work.** This work shall consist of furnishing and installing Pipe for construction of gravity type storm sewer lines at the locations, profiles and details shown on the Drawings in accordance with applicable provisions of Section 550 of the Standard Specifications.

**Included Work.** The work included under this item generally comprises the following:

- Clearing
- Topsoil Stripping and Stockpiling
- Trench Excavation
- Trench Dewatering
- Sheeting, Shoring, and/or Bracing
- Furnishing & Installing Storm Sewer Pipe
- Earth Backfill and Compaction
- Connections to Structures & Pipes
- Granular Pipe Bedding & Cradle to Spring Line of Pipe
Clean-up

Pipe Materials. Storm sewer pipe shall be reinforced concrete sewer pipe of the class specified conforming to ASTM. C-361 specifications with rubber gaskets conforming to ASTM C 443 or ductile iron pipe in accordance with ANSI A21.51 (AWWA C-151) Class specified with push-on type joints per ANSI A21.11 (AWWA C-111); exterior bituminous (seal) coated; and interior cement-mortar lined per ANSI A21.15 (AWWA C-104). Flanged pipe shall be in accordance with ANSI A21.15 (AWWA C-115) and the bolt holes of the flanges shall conform to Class 125 flanges, or Polyvinyl Chloride (PVC) sewer pipe conforming to ASTM D-3034, Type PSM for sizes 4" - 15". PVC Sewer pipe and shall have a Standard Dimension Ratio (SDR) of 26. PVC sewer pipe joints shall be solvent welded joints per ASTM D-2855 or flexible elastomeric seals per ASTM D-3212.

Method of Measurement. Measurement for payment of Storm Sewers In-Place shall be in lineal feet for each pipe size, type, and class installed as measured along the centerline. No deductions in length will be made for tees, fittings and manholes. Where sewers are connected to special structures or existing structures, the length of sewer for measurement purposes shall extend to the nearest inside wall of the special structure or existing structure.

Basis of Payment. This work will be paid at the Contract Unit Price per lineal foot, for STORM SEWER, of the pipe class, type, 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, and initial pipe embedment.

SP-35 STORM SEWER, TYPE 2, WATERMAIN QUALITY PIPE

Description of Work. This work consists of constructing storm sewer adjacent to or crossing a water main, at the locations shown on the plans. The material and installation requirements shall be according to the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications; which may include concrete collars and encasing pipe with seals if required.

Pipe materials shall meet the requirements of Sections 40 and 41-2.01 of the "Standard Specifications for Water and Sewer Main Construction in Illinois." Ductile-Iron pipe shall meet the minimum requirements for Thickness Class 50.

Encasing of standard type storm sewer, according to the details for "Water and Sewer Separation Requirements (Vertical Separation)" in the "STANDARD DRAWINGS" Division of the "Standard Specifications for Water and Sewer Main Construction in Illinois", may be used for storm sewers crossing water mains.

Method of Measurement. This work shall be measured for payment per foot.

Basis of Payment. This work will be paid at the contract unit price per foot for STORM SEWER TYPE 2 WATER MAIN QUALITY PIPE 12 INCH; STORM SEWER TYPE 2 WATER MAIN QUALITY PIPE 15 INCH; STORM SEWER TYPE 2 WATER MAIN QUALITY PIPE 18 INCH; STORM SEWER TYPE 2 WATER MAIN QUALITY PIPE 24 INCH; STORM SEWER TYPE 2 WATER MAIN QUALITY PIPE 48 INCH; and which price shall include all labor, equipment, materials,
and incidentals necessary to complete the work as described above.

**SP-36 WATERMAIN REMOVAL**

**Description of Work.** Under this item, the Contractor shall remove and dispose of the existing watermain from the street or parkway as indicated on the Plan Drawings and Details. All watermain regardless of diameter or material shall be considered inclusive under this pay item. The work and materials shall conform to applicable provisions of Division IV of the “Standard Specifications for Water and Sewer Main Construction in Illinois”.

**Basis of Payment.** This work will be paid for at the Contract Unit Price per lineal foot of WATERMAIN REMOVAL, which price shall be full compensation for all work and materials required.

**SP-37 REMOVE DOMESTIC WATER SERVICE AND BBOX**

**Description of Work.** This work shall consist of the removal and disposal of existing domestic water service box and abandonment of water services per City of Batavia Detail 6.12. The trenches resulting from this work shall be backfilled in accordance with Article 550.07 of the Standard Specifications.

**Basis of Payment.** This work will be paid at the contract unit price per each for REMOVE DOMESTIC WATER SERVICE AND BBOX. This price shall be payment in full for all equipment and labor necessary to complete this work as specified.

**SP-38 FIRE HYDRANTS TO BE REMOVED**

**Description of Work.** This work shall include the removal and delivery of fire hydrants to the City Public Works department and their appurtenances such as valve boxes on the related auxiliary valve and the backfilling of the hole. A cap shall be placed over any open ends in the abandoned water main pipe. When necessary the ends shall be cut before they are capped. Cutting and capping the existing water main and the trench backfill shall be paid separately.

**Method of Measurement.** This work shall be measured for payment per each fire hydrant removed.

**Basis of Payment.** This work will be paid for at the contract unit per each REMOVE FIRE HYDRANT, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work as described above.

**SP-39 CONNECTION TO EXISTING WATER MAIN**

**Description of Work.** This work shall consist of making a non-pressurized connection to an existing water main. The CONTRACTOR shall make all connections to existing water main in accordance with all applicable sections of the Standard Specifications for Sewer and Water
Construction in Illinois, except as modified herein and on the plans.

The work generally comprises the following:
- Clearing
- Locating point of connection to existing water main
- Excavation
- Dewatering (as needed)
- Sheetig, shoring and/or bracing
- Isolating section of water main by closing valves and depressurizing water main
- Blocking and/or restraining existing valves and water main
- Installing a coupling sleeve and/or other fittings
- Removal of existing thrust block and a plug (as needed)
- Flushing
- Removal of abandoned water main from fitting
- Capping and blocking fitting
- Trench backfill and compaction
- Disinfection
- Repressurization

Method of Measurement. This work will be measured per each connection made.

Basis of Payment. The work shall be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN. The price shall include all labor, materials, and equipment necessary to make a connection to existing water main and any other items required to complete the work as specified on the plans and described herein.

SP-40 WATER MAIN CONSTRUCTION

Description of Work. This work and all other work directly related to water main improvements shall be done in accordance with Section 41 of the Standard Specifications of Water and Sewer Construction in Illinois.

The Engineer shall be notified at least 24 hours before the water main is scheduled for testing to allow sufficient time for him to witness the testing. Should the Contractor fail to notify the Engineer, he may request that the tests be repeated under the Engineer's supervision and at the Contractor's expense. At the preconstruction meeting, the Contractor shall provide the Water and Sewer Superintendent with the name of the company providing the chlorination and testing of the water main for approval.

Materials. Water Main pipe shall be Class 52 Ductile Iron conforming to AWWA C151 with cement mortar lining conforming to AWWA C104. Joints shall be push-on joints conforming to AWWA C-111 and as indicated below.

Push on Joints shall be single rubber lubricated gasket joint conforming to ASTM F477 and shall be pressure rated in accordance with ASTM D3139.
All fittings shall conform to AWWA C153, be pressure rated to 350 psi, and be cement-lined per AWWA C104 with mechanical joints and shall be manufactured in the United States and stamped to designate the place of manufacture. High strength, low alloy steel Corten T-Bolts meeting the current provisions of American National Standard ANSI/AWWA C111/A21 for rubber gasket joints. All fittings shall have restrained joints with a mechanical joint with "Megalug" retainer glands, or approved equal. Thrust cement blocking of all fittings, hydrants, and dead end piping is required.

**Method of Measurement.** This work shall be measured for payment in place, in feet for Ductile Iron Water Main for size(s) specified in the plans.

**Basis of Payment.** This work shall be paid for at the contract unit price per foot of, DUCTILE IRON WATER MAIN 6 INCH; DUCTILE IRON WATER MAIN 8 INCH, which price shall include all labor, materials, incidentals and equipment necessary to complete the work as described above.

**SP-41 FITTINGS**

**Description of Work.** Fittings shall be Ductile Iron and shall conform to ANSI A21.10 (AWWA C-110) or ANSI A21.53 (AWWA C-153). Joints shall be mechanical joint in accordance with ANSI A21.11 (AWWA C-111 AND AWWA C-600). Fittings shall be bituminous (seal) coated on the exterior and cement-mortar lined on the interior in accordance with ANSI A21.4 (AWWA C-104). Fusion-bonded epoxy coating in accordance with ANSI 21.16 / AWWA C116 is acceptable. Fittings shall be furnished and installed with accessories necessary for a complete and operating installation. All fittings shall be manufactured and stamped "Made in the USA". If the Contractor is unable to obtain fittings stamped "Made in the USA", the manufacturer's notarized certificate that all fittings sold by said manufacturer are made in the USA will be acceptable.

The work and materials shall conform to applicable provisions of Division II and Division IV of the "Standard Specifications for Water and Sewer Main Construction in Illinois".

**Method of Measurement.** Measurement for payment of this item shall be in each. Fitting accessories such as gland, gasket, and set of bolts shall be furnished and installed as an incidental cost of this item

**Basis of Payment.** This work will be paid at the Contract Unit Price per each for DUCTILE IRON WATER MAIN FITTINGS 6" 45.00 DEGREE BEND, DUCTILE IRON WATER MAIN FITTINGS 8" 45.00 DEGREE BEND, DUCTILE IRON WATER MAIN REDUCER, 8" X 6", DUCTILE IRON WATER MAIN TEE, 8" X 8", which price shall be full compensation for all work and materials required.

**SP-42 POLYETHYLENE ENCASEMENT**

**Description of Work.** This work shall consist of furnishing and installing a polyethylene tubing around ductile iron pipelines and fittings for protection in corrosive soils at the locations herein specified.
Location of Encasement. Under this Contract, the Contractor will be required to encase all ductile iron pipe watermains and fittings unless otherwise directed by the Engineer.

Material. The polyethylene tubing shall conform to the requirements of ASTM Designation D-1248 and shall have a minimum thickness of 8 mils.

General Construction Requirements. The polyethylene tubing shall be in accordance with the City of Batavia Engineering Department General Specifications and in accordance with Ductile Iron Pipe Research Association (DIPRA) Polyethylene Encasement Installation Guide. Tubing shall be installed so as to provide full protection around the entire circumference of the pipe and shall be tied or taped securely to prevent displacement during backfilling. All lumps of clay, mud, cinders or other materials that might be on the pipe surface shall be removed prior to the installation of the polyethylene encasement. Polyethylene encasement shall be overlapped at the joint. Overlaps and ends shall be secured with polyethylene compatible adhesive tape, or any other material capable of securely holding the polyethylene in place during the backfilling operations.

Particular attention shall be made to the installation of the wrap at water service corporation stop locations. Wrap two or three layers of polyethylene adhesive tape completely around the pipe to cover the area where the tapping machine and chain will be mounted. Refer to the Ductile Iron Pipe Research Association (DIPRA) Polyethylene Encasement Installation Guide for full details.

Basis of Payment. This work will not be measured separately, but shall be included in the cost of DUCTILE IRON WATERMAIN of the size specified which price shall be full compensation for all work and materials specified.

SP-43 WATERMAIN LOWERING

Description of Work. This item consists of lowering existing or proposed water mains in order to avoid vertical conflicts with existing or proposed utilities. This work may be shown on the plans or may be required due to unforeseen conflicts between the existing or proposed water main and other existing or proposed utilities.

Basis of Payment. For areas where the existing main must be lowered, or the proposed main must be installed at a depth of 1.5’ greater than the proposed depth, the length of lowered main shall be paid for at the contract unit price per EACH for WATER MAIN LOWERING for all 6-in, 8-in, and 10-in diameter main which shall be payment in full for all equipment, labor, and material required. Fittings required to lower the mains shall not be paid for separately but shall be considered incidental to Water Main Lowering. Select Granular Trench Backfill and surface restoration shall be paid for separately.

SP-44 WATER VALVES

Description of Work. The Contractor shall supply and deliver to the jobsite all water valves and associated accessories. The Contractor shall be responsible for installing all water valves in accordance with applicable Sections of the Standard Specifications of Water and Sewer Main in
Illinois.

Water Valves, main line and auxiliary, shall be one of the following with mechanical joint end connections, stainless steel type 316 or type 304 and anti-rotation bolts:
- Waterous resilient wedge gate valve
- Mueller resilient wedge gate valve
- Clow resilient wedge gate valve

of the size as designated on the plans. The location of each proposed valve shall be subject to minor modifications in the field by the Engineer; no additional compensation shall be allowed for a minor change in location of the proposed valve.

**Method of Measurement.** This work shall be measured for payment in place per each water valve of the specified size.

**Basis of Payment.** This work shall be paid for at the contract unit price per each for WATER VALVES 6", WATER VALVES 8", which price shall include all labor, materials, incidentals and equipment necessary to complete the work as described above.

**SP-45 FIRE HYDRANT**

**Description of Work.** This item shall include all work associated with furnishing and installing a fire hydrant, auxiliary valve, valve box and lid.

**Material.** Fire hydrants shall be Waterous Pacer or Clow Medallion with a 5.5 foot bury, painted Parrot Green by the manufacturer with a breakaway flange. Valve Boxes shall be Tyler Union cast iron two-piece valve boxes with lid, 5¼" shaft, screw type of the height required for installation on water main at a depth of 5.5 feet. The lid shall be marked "Water". All bolts, nuts, and/or washers used to secure the fire hydrant and auxiliary valve shall be Stainless Steel Type 304 or Type 316.

**Method of Measurement.** This work shall be measured for payment per each.

**Basis of Payment.** This work shall be paid for at the contract unit price per each FIRE HYDRANT, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work as described above.

**SP-46 WATER SERVICE LINE, 1 INCH**

**Description of Work.** This work includes the installation and connection of new water service lines from the new domestic water service box to the new water main after the proposed water main has been put in service. **This item shall include all items associated with the water service including the corporation stop, copper water tube, and curb stop.** The Contractor shall complete this work in such manner to minimize the interruptions to the domestic water services. Placement of all water service lines shall conform to the requirements for water and sewer separation as designated by the IEPA. The b-box shall be placed on the existing property line. The new water lines shall be direct tapped into the proposed watermain.
Materials. The Water Service Line shall be copper water tube Type K or greater soft temper, for underground service. Fittings for service pipe shall be brass. All connections between the proposed and the existing Water Service Line shall be made with a compression fitting. The necessary trench backfill shall be included in the cost of this item.

Corporation stops shall be constructed in accordance with Section 41 of the Standard Specifications for Sewer and Water Construction in Illinois. All corporation stops shall be manufactured in the United States and made of brass.

Curb stops shall be installed for each service line. All costs necessary, including any additional fittings required, to ensure a proper connection between the existing water service line and the curb stop, regardless of type of material of the existing water service line shall be considered to be included in the contract unit price for this item.

Curb stops shall be manufactured in the United States and made of brass and of the compression type with a threaded top or bottom for a Minneapolis style Domestic Water Service BBox.

Method of Measurement. This work will be measured for payment in feet for each.

Basis of Payment. The work will be paid for at the contract unit price per foot for WATER SERVICE LINE, 1 INCH, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work as described above.

SP-47 DOMESTIC WATER SERVICE BOXES

Description of Work. This work shall consist of the installation of a Domestic Water Service Box. Domestic Water Service Boxes shall be threaded onto all curb stops installed as part of this contract. Curb stops shall be paid for separately under the pay item “water service line 1”. Water Service Boxes are to be set as shown per Standard Detail 6.02.

Materials. Domestic Water Service Boxes shall be a cast iron, with a lid and Plug. The contractor shall be responsible to furnish a box of the proper height required to accommodate the depth of the curb stop so that the top of the curb box lies flush with the ground. No galvanized couplers or nipples will be allowed to meet grade. The lid shall have the word "Water" stamped into the metal.

Method of Measurement. This work shall be measured for payment per each.

Basis of Payment. This work shall be paid for at the contract unit per each for DOMESTIC WATER SERVICE BOXES, which price shall include all labor, equipment, materials, and incidentals necessary to complete the work as described above.

SP-48 SANITARY SEWERS

Description of Work. This work shall consist of the furnishing and installing sanitary sewers at the locations indicated on the plans.
The material to be used for sanitary sewers shall be **Polyvinyl Chloride Pipe (PVC)** unless otherwise specified on the plans or directed by the ENGINEER. PVC sanitary sewer with diameter 24” or greater shall be Class PS115 and conform to ASTM F679 specifications.

This item shall include bypass pumping if required, bedding materials, granular cradle, and any special adapters required to construct the new pipe. The granular cradle shall be CA-7 and be properly compacted over the project pipe prior to the installation of the replacement sewer.

**Method of Measurement.** This item shall be measured in place in lineal feet.

**Basis of Payment.** This work shall be paid for at the contract unit price in lineal feet for **SANITARY SEWERS**. The price shall include all labor, materials, and equipment necessary to remove existing and install the sanitary sewer and any other items required to complete the work as specified on the plans and described herein.

**SP-49 SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT**

**Description of Work.** This item consists of replacing sanitary services and risers due to crossing said services during the installation of storm sewers, water mains, and sanitary sewers, and reconnection of existing sanitary services to new or existing sanitary mains, in accordance with the details included in the plans and as directed by the Engineer in the field.

The location of the existing sanitary sewers and services shown on the plans is approximate and is not guaranteed to be correct or complete. When required for relocation or replacement the contractor shall be responsible for locating services in the field. The contractor should anticipate encountering inactive sanitary services and active sanitary services that are not shown on the plans. The contractor shall be responsible for determining whether or not services are active. The contractor shall plug all inactive services unless directed otherwise by the Engineer. Locating services in the field, determining if services are active or inactive, and plugging inactive services within the limits of the excavation required for the proposed utility shall be considered incidental to the contract. In the event the Contractor is directed to remove a service at the point of connection with a sewer that is to remain, the work shall be performed and paid for in accordance with special provision G.4 REMOVAL/ABANDONING OF SEWERS AND/OR WATER MAINS.

In the event of a break in a sanitary service and/or riser, the Contractor shall maintain the flow from the sanitary service at all times.

Where grade conflict arises between existing services and the proposed improvements, the Contractor shall relay those services at the grade given by the Engineer in the field prior to the construction of the storm sewer. The locations for this work may or may not be shown on the plans. In the event that an unforeseen conflict may occur between the proposed work and an existing sanitary sewer or service, the Contractor will not be entitled to any additional compensation other than as provided within this special provision.

Contractor shall replace said services with PVC DR 18 C-900 pipe. All connections shall be made using CNSS non-shear sewer couplings as manufactured by Cascade Water Works Mfg. Co. or approved equal. The coupling shall be constructed with an outer shell of T-304 (ASTM A-240/ASME SA-240) stainless steel with three stainless steel heavy duty worm gear fasteners
(SAE J-1508 - MIL 5059-A) permanently welded in place and passivated per ASTM A-380. The shell shall fully encircle a 40 durometer ribbed gasket made from virgin SBR (ASTM D2000) rubber formulated for sewer service. Inserts shall be provided to compensate for differences in the outside diameters of the new and existing pipes.

In the case of services crossing the storm sewer trench above the proposed conduit that are damaged during construction, the Contractor shall replace said services with PVC DR 18, C-900 pipe across the full width of the excavation and an additional distance on each side of the trench so that the connection to the existing service pipe material is on solid ground. However, in no case shall this additional distance on each side of the trench for said connections be less than 24 inches. The total length of the service to be replaced shall be determined by the Engineer in the field. All connections shall be made using non-shear sewer couplings.

When the existing service is found to be under the proposed conduit, the contractor shall be required to probe for the existing service. If the existing service is found to be within 2' below the proposed conduit, the Contractor shall remove and replace the existing service for a length of at least 2 feet beyond the width of the proposed trench.

Method of Measurement. This item shall be measured in place in lineal feet.

Basis of Payment. Payment for the work specified herein shall be made at the contract unit price per FOOT (FT), measured horizontally with or without riser in accordance with the details shown on the Plans for SANITARY SEWER SERVICE REMOVAL & REPLACEMENT, 6”.

**SP-50 REMOVING INLETS AND MANHOLES**

Description of Work. This work shall be in accordance with all applicable portions of Section 605 of the Standard Specifications for Road and Bridge Construction, except as modified herein and on the plans. Frame and grates noted to be salvaged shall be stored by the contractor for placement on proposed storm sewer structures and shall be considered incidental to the pay item.

Method of Measurement. This work will be measured for payment in each.

Basis of Payment. The work of removing existing manholes, catch basins, and inlets at locations where the existing inlet and/or outlet pipes are to be abandoned will be paid for at the contract unit price per each for REMOVING MANHOLES.

**SP-51 VALVE AND VAULT ABANDONMENT**

Description of Work. This work shall consist of removal of the valve and piping, frame & lid, adjusting rings, and corbel. The contractor shall also break the bottom of the structure to allow water passage. The vault shall then be backfilled with IDOT gradation CA-7 and capped with 12-in of compacted CA-6 compacted.

Method of Measurement. This work will be measured for payment in each.

Basis of Payment. The work of abandoning existing water valves and vaults inclusive of size at
locations where the existing water main is to be removed will be paid for at the contract unit price per each for WATER VALVE ABANDONMENT.

**SP-52 ABANDON EXISTING STRUCTURE**

**Description.** This work shall consist of removal of the structure lid and adjusting rings. The contractor shall also break the bottom of the structure to allow water passage. The structure shall then be backfilled with IDOT gradation CA-7 and capped with 12-in of compacted CA-6.

**Method of Measurement.** This work will be measured for payment for payment in each.

**Basis of Payment.** The work of abandoning existing structure inclusive of size at locations where the existing storm structure is to be removed will be paid for at the contract unit price per each for ABANDON EXISTING STRUCTURE.

**SP-53 MANHOLE, CATCH BASIN AND INLET STRUCTURES**

**Description of Work.** This work shall consist of constructing manhole, catch basins, and inlet structures with the specified cast iron frames and grates or lids, at the locations and to the diameter shown on the plans. All work and materials shall be in conformance with applicable provision of Section 602 of the Standard Specifications. All structures shall have a finished, poured concrete invert shaped as directed by the Engineer.

**Material.** All manholes, catch basins and inlets shall be of precast reinforced concrete construction.

**Basis of Payment.** This work will be paid for at the Contract Unit Price each for MANHOLE, CATCH BASIN OR INLET STRUCTURES of the type and diameter specified.

**SP-54 FRAMES AND GRATES**

**Description of Work.** This work shall consist of supplying and installing the manhole frame and grates as shown on the Contract Drawings. The frame shall be set in an "Easy Stick" mastic bed and Contractor shall fill all voids between the cast iron frame and concrete manhole with mastic to provide a water-tight seal. Closed lids shall have the word "STORM" cast on the lid. All grates shall have filter fabric installed and maintained until the erosion control fabric is placed. If old frames and grates are replaced, the old frames and grates shall be disposed of and included in the cost. The work and materials shall be in conformance with applicable provisions of Section 604 of the "Standard Specifications for Road and Bridge Construction".

**Basis of Payment.** This work shall be paid for at the contract unit price each for FRAME AND GRATE, of the type specified.
**SP-55 “SNOUT” FURNISH AND INSTALL**

**Description of Work.** This work shall consist of furnishing and installing a “snout” at the locations indicated on the plans according to the manufacturers’ recommendations and details shown on the plan drawings. The existing “snout” to be removed may be salvaged and reused. No payment will be made for removal of the existing “snout” and reinstallation for re-use.

**Basis of Payment.** Payment for this work will be made at the Contract Unit Price each for “SNOUT” FOR CATCH BASINS, which shall be full compensation for all work and materials required.

**SP-56 VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID**

**Description of Work.** This work shall include the placing of valve vaults of the size called out in the plans or as directed by the Engineer or Water and Sewer Superintendent. The vaults shall have rubber boots for all pipes into and out of the vaults. They shall be installed on 4 inches of bedding stone. "CITY OF BATAVIA WATER" shall be stamped on the lids. All lids shall be in accordance with the City of Batavia Standard No. 6.04 as shown on the plans

**Method of Measurement.** This work shall be measured per each valve vault.

**Basis of Payment.** These items shall be paid for per each VALVE VAULT, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID at the contract unit price. This price shall include all labor, equipment, material, and incidentals necessary to complete the work as described above.

**SP-57 P.C.C. CURB AND GUTTER REMOVAL AND REPLACEMENT**

**Description of Work.** This work shall consist of the removal and replacement of existing combination concrete curb and gutter, and concrete gutters to the lines, grades and cross section of that removed except that the minimum flag dimension of the replacement curb and gutter shall be 9 inches. Depressed curbs shall be installed at all driveway locations, sidewalk ramps, as directed by the Engineer. The existing curb and gutter shall be “saw-cut” prior to removal. The replacement curb shall be doweled into the existing curb.

Granular material (IDOT gradation CA-6) two (2) inches minimum shall be placed under all concrete curbs. Expansion joints shall be at 60 foot centers and contraction joints sawcut at 10 foot intervals.

All concrete shall be Class "SI" Concrete (6 bag mix) having a minimum compressive strength of 3,500 psi in 14 days. The mix shall contain an approved air-entrained admixture to produce an air content of 4 to 7 percent of the volume.

All exposed concrete shall have a linseed oil compound protective coat applied to its surface. The protective coat shall be EUCO linseed oil compound or approved equal, and shall be incidental to the item with no additional compensation allowed.
The work shall be performed in accordance with Applicable Provisions of Section 440 and Section 606 of the Standard Specifications and the General Requirements hereinbefore specified.

**Basis of Payment.** This work will be paid for at the contract unit price per lineal foot for COMBINATION CURB AND GUTTER REMOVAL AND COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, conforming to the existing, which price shall be full compensation for all work and materials specified or required.

**SP-58 COMBINATION CONCRETE CURB & GUTTER. TYPE B6.12**

**Description of Work.** This work consists of the construction of Combination Concrete Curb & Gutter, Type B6.12 on a compacted granular subbase (CA-6). All granular material used for this pay item is included in the cost of the concrete curb.

The Contractor shall schedule an inspection by the Engineer before the curb is poured. The Contractor will not be compensated for any curb poured on a base that was not approved by the Engineer.

The proposed curb and gutter shall be depressed across all driveways and handicapped ramps meeting all requirements of the Americans with Disabilities Act (ADA).

The curb and gutter shall have control joints placed at intervals not less than 10 ft. or more than 15 ft.; ¾ inch expansion joints shall be placed approximately every 100 feet but shall not exceed 150 feet, five (5') feet on each side of all drainage structures and at each end where the new curb abuts existing curb.

**Method of Measurement.** This work shall be measured for payment per linear foot along the flow-line of the curb.

**Basis of Payment.** This work shall be paid for at the contract unit price per linear foot of COMBINATION CURB & GUTTER, TYPE B-6.12 which price shall include all labor, equipment, materials and incidentals necessary to complete the work as described above.

**SP-59 TRAFFIC CONTROL AND PROTECTION**

**Description of Work.** Traffic Control and Protection will be paid as one LUMP SUM item. It is the Contractors responsibility to look at the plans and read the Specifications to know what the Traffic Control and Protection Plan is for each section of work and to bid the entire LUMP Sum item accordingly.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep delays or the closing of any lane of the roadway to a minimum.

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic.
during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The Contractor shall be responsible for all signing, traffic control, and protection of this project in accordance with applicable parts of Section 701 of the Standard Specifications, the supplemental specifications, and the latest edition of the State of “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways”, any special details and Highway Standards contained in the plans, and the special provisions contained herein. Highway standards that are applicable to this project but not limited to include Standard 701501, Standard 701606, Standard 701611, Standard 701801, Standard 701901.

Two way traffic shall be maintained at all times. Streets under construction may be closed to through traffic during construction with the consent of the City Engineer. The Contractor shall follow the traffic control plan provided in the plans and as directed by the City Engineer. Important notes on traffic control, detour, staging and what is included in this “Traffic Control Plan” item of work is shown on the traffic control plans. Any modifications to this plan must be approved by City Engineer before any work may start.

The provided traffic control plan is considered the minimum amount necessary, and the Engineer reserves 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.

Traffic control devices include signs and their supports, signals, pavement markings, barricades with sand bags, barrels, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning, or guiding traffic through or around the construction zone.

The initial erection of a traffic control installation shall not include devices that are bent, scratched, faded, worn, dirty, or otherwise present a shabby appearance. The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, and the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, the materials used shall totally block out reflectivity for the sign and shall cover the entire sign. The method used for covering the signing shall meeting with the approval of the Engineer.
The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him/her under this Contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him/her are operational, functional and effective 24 hours a day, including Sundays and holidays.

After curb and gutter removal and prior to its replacement, the Contractor shall fill excavations with temporary stone or millings and provide HMA patching to provide a safe driving surface. The Contractor shall be responsible for routinely inspecting and maintaining this temporary pavement. The cost of all temporary stone (or millings) ramps and access provisions shall be included in the cost to the Traffic Control and Protection pay item.

Where access is specified across the work zone, adequate temporary stone (or at the Contractors option, millings) ramps must be provided and maintained until pavement is once again restored. The ramps may need to be cut out and put back at various stages of excavation and as road building progresses. The cost of all temporary stone (or millings) ramps and HMA patching shall be included in the cost to the Traffic Control and Protection pay item.

This item includes all temporary stone access drives, signs, signals, electric arrow boards, reflectorized paint lines and markings, traffic cones, barricades, warning lights, drums, flagmen, and other traffic control devices required for the type of operation being performed. All manholes and start/end (Butt Joints) of the streets shall require “Bump” signing as soon as milling is completed. As directed by the Engineer, the contractor shall install prefabricated rings around exposed structure covers/lids to provide ramping. The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience and safety of the general public and of residents along the site shall be provided for in an adequate and satisfactory manner.

All of the Contractor’s workers must wear high visibility apparel (with highly reflective material for night operation) at all times during work operations within the right-of-way as required by the MUTCD 6D.03.

The day before saw cutting, curb removal, milling and paving, the contractor shall also post “No Parking” signs (cardboard) with date and time of activities on both sides of the street at every 100 feet interval. The city will not provide the “No Parking” signs or the poles to install the signs. The contractor shall submit a “No Parking” sign at the pre-construction meeting to get it approved by the engineer. The contractor’s costs to provide, install, and remove “No Parking” signs shall be included in the cost of traffic control for this contract.

The contractor shall obtain, erect, maintain and remove all signs, markings, barricades, electric light arrow boards, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic and or pedestrians. Placement and maintenance of all traffic control devices shall be as directed by the Engineer, and in accordance with the plans, attached standards, applicable parts of Article 107.14 of Standard Specifications and the Illinois

The Contractor shall clean the pavement of all dust, dirt and debris at the end of each day's operation and as required at other times. Maintenance of work zone driving lanes and temporary driving lanes shall be maintained at all times by the Contractor to the satisfaction of the Engineer. At times, temporary asphalt will need to be used in order to fill “potholes” and any other pavement deficiencies to maintain a safe driving area through the construction zone. Nails should never be lying on the pavement or in the parkway.

Any traffic control device, which has become ineffective due to damage or defacement, shall be replaced by the Contractor. All traffic control devices shall be kept clean and neat appearing. Barricades placed in excavated areas shall have leg extensions to maintain proper barricade height above the traveled way.

Barricades or signs shall be equipped with highly reflectorized covering and flashing amber warning lights. Construction signs necessary only during working hours shall be removed or covered during non-working hours.

Barricades used for channelization or delineation and warning signs shall be sequentially placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones, and shall remain erected until such time as all traffic control devices have been removed from the pavement.

When any section of street is closed to traffic for construction operations of any type, or when traffic is to be maintained along the route under construction, or when any section of street is opened to traffic prior to completion of all work on the section, the Contractor shall protect the workmen and general public and provide for safe and convenient public travel by providing, erecting and maintaining traffic control devices in accordance with the latest edition of the Illinois Manual on Traffic Control Devices for Streets and Highways. This item includes all signs, signals, electric arrow boards, temporary tape or paint markings, traffic cones, barricades, warning lights, drums, flagger, and other traffic control devices required for the type of operation being performed.

The Contractor shall notify the city at least two (2) working days in advance of any construction work which might in any way inconvenience or endanger traffic. The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience and safety of the general public and of residents along the site shall be provided for in an adequate and satisfactory manner.

During the work operation, a minimum of one lane of traffic must be maintained in each direction at all times. All lane closures must be approved by the engineer in advance. Appropriate lane closures with signs are required regardless of duration of the lane reduction.

Lane line, centerline, and any other essential pavement markings must be maintained through all the various stages of work with temporary pavement markings until the permanent thermoplastic markings are in place. All temporary pavements marking work shall be performed in accordance with section 703 of the Standard Specifications.

At all times during which men are working where two-way traffic is to be maintained over one lane of pavement, the Contractor shall furnish flaggers to protect his workmen and to warn and direct traffic. Two flaggers will be required for each separate operation.
Type I and Type II barricades shall be placed on 50 feet centers for the entire length of a local street lane closure. Approach tapers shall be 10:1 with one (1) barricade placed for every 2 feet of lateral displacement. Type I and Type II barricades shall not be intermixed within a string of barricades.

Prior to beginning any work, the Contractor shall post mount 48 inch X 48 inch, “Road Construction Ahead” signs. These signs shall be mounted on all approaching streets of the work site, as shown on the Traffic Control sheets. These signs shall be left in place for the duration of the project. During construction operations, additional signage is required. The post mounted Road Construction Ahead signs do not override the additional signage required for certain aspects of the construction process. They provide the motorist with warning of ongoing construction operations prior to the motorist entering that area.

Prior to the application of prime oil, the contractor shall post warning signs on all approaching streets of the work site. On each approach, there must be a clean and clearly visible warning sign, 30 inch X 30 inch, "FRESH OIL", (W21-2) sign. The signage must be placed sufficiently in advance of the work site to permit motorists to turn onto another road to avoid the work site if they so desire. In some cases, where the advanced distances become too long, an additional “FRESH OIL” sign must be placed.

The Contractor shall also provide a list of three (3) persons who can be contacted on a twenty-four (24) hour basis to handle barricading or other problems relating to the construction activity. These emergency response persons shall be capable of responding within one (1) hour after notification by the City. If there has been no response within one (1) hour after notification, the City will respond at a cost of ($400.00) dollars per hour (two (2) men plus truck) with a minimum charge of two (2) hours plus materials.

Failure to comply with directions from the Engineer for correction of or changes to traffic control devices will result in an additional charge of $500.00 per day. All these charges will be deducted from payments to the Contractor as “Traffic Control and Protection Deficiency Charge”.

**Basis of Payment.** The work zone and all effort included in the management of traffic will be paid for at the contract LUMP SUM price for **TRAFFIC CONTROL AND PROTECTION.** The price shall include all labor, materials and equipment necessary to provide, erect and maintain all traffic control and protection as outlined in these specifications and as directed by the Engineer. No additional compensation shall be made. All temporary paint pavement markings shall be included in the cost for Traffic Control and Protection -Complete and no other compensation will be allowed. Temporary Pavement Marking Tape shall be included in Traffic Control. Existing Thermoplastic Pavement Markings shall be ground off as indicated on the Traffic Control Plans. This work shall be paid for separately.

**SP-60 REMOVE AND REPLACE SIGN**

**Description of Work.** This item shall be completed in accordance with the applicable portions of Section 724. This work shall consist of removal of existing street signs, storage, and reinstallation of sign in proposed location at the locations shown on the plans.

The sign post shall be a U-channel steel sign support per Standard 729000-01. The sign panel
shall be mounted on the reverse side of the post, against the “bottom” of the U-channel steel sign post, which is backwards from what is shown in the standard detail.

**Basis of Payment.** This work will be paid for at the contract unit price per each for REMOVE AND REPLACE SIGN, which price shall include the removal, storage, and re-setting the sign panel, U-channel steel support post, hardware, installation, labor, equipment and materials required for performing the work as herein specified.

**SP-61 HEADWALL REMOVAL**

**Description of Work.** The Contractor shall remove headwall in the location indicated on the plans within the construction limits that interfere with construction operations.

All existing material for the wall shall be removed and disassembled to a depth as needed so as not to interfere with the proposed work or otherwise to a depth of at least 3-ft below the proposed ground surface. All materials shall be removed and properly disposed by the Contractor. Work shall be in accordance with IDOT Standard Specifications Section 501.

**Basis of Payment.** The work shall be paid for at the contract unit price each for HEADWALL REMOVAL for removal and proper disposal of all materials, which compensation shall be for all work required.

**SP-62 FENCE REMOVAL AND REPLACEMENT**

**Description of Work.** The work shall consist of removal of the existing fence and furnishing and installing a new wood fence sight screen. The Contractor shall remove the fence in the location indicated on the plans within the construction limits that interfere with construction operations. After utility and rough grading work has been completed the Contractor shall install a new fence in the location of the original fence.

The new fence shall match the height of the existing fence but shall be a minimum of 6-ft. Construction and materials shall be in accordance with IDOT Standard Specifications Section 641.

**Method of Measurement.** This work shall be measured for payment per linear foot along the top of fence from center to center of the end posts.

**Basis of Payment.** The work shall be paid for at the contract unit price per linear foot for FENCE REMOVAL AND REPLACEMENT for removal and proper disposal of the existing fence materials, fence hardware and lumber, posts, post granular or concrete backfill, installation, labor, equipment and all materials required for a wood fence sight screen which compensation shall be for all work required.
**SP-63 FILTER FABRIC**

**Description of Work.** The work shall consist of furnishing and installing geotechnical filter fabric on a prepared earth surface.

All work and materials shall be in accordance with IDOT Standard Specifications Section 282.

**Method of Measurement.** This work shall be measured for payment in place and the area computed in square yards.

**Basis of Payment.** The work shall be paid for at the contract unit price per square yard for FILTER FABRIC.

**SP-64 PRECAST CONCRETE FLARED END SECTIONS**

**Description of Work.** The work shall consist of furnishing and installing precast flared end sections of the size, type, and location specified in the plans. End blocks and metal grates shall be in the contract unit price provided for PRECAST CONCRETE FLARED END SECTIONS.

All work and materials shall be in accordance with IDOT Standard Specifications Section 542.

**Basis of Payment.** The work shall be paid for at the contract unit price per each for PRECAST REINFORCED CONCRETE FLARED END SECTIONS, of the diameter or equivalent round size specified and shall include furnishing all precast concrete materials, end blocks, tie plates, metals grates, labor and equipment necessary for a complete installation.

**SP-65 CONCRETE SADDLE SUPPORT**

**Description of Work.** The work shall consist of all excavation work and furnishing and installing a cast-in-place or precast concrete saddle support with dimensions as indicated in the plans or typical details. Saddle supports shall be placed in advance of utility crossings to protect the proposed or existing water or sewer from excess vertical load. Contractor shall compact the subgrade beneath the concrete supports prior to placement.

Cast-in-place supports shall be constructed of IDOT Class SI concrete. This item shall include CA-7 backfill materials that will be needed for the concrete saddle support.

**Basis of Payment.** The work shall be paid for at the contract unit price per each for CONCRETE SADDLE SUPPORT and shall include furnishing all concrete materials, backfill, labor and equipment necessary for a complete installation.
**SP-66 DITCH REGRADING**

**Description of Work.** The work shall consist of all reshaping the ditch to the lines and grades as specified in the plans. All surplus, unstable, and unsuitable material shall be properly disposed.

**Method of Measurement.** This work shall be measured for payment in place in feet along the centerline of the ditch.

**Basis of Payment.** The work shall be paid for at the contract unit price per foot for DITCH REGRADING and shall include furnishing all labor and equipment necessary the work as specified.

**SP-67 STONE RIPRAP**

**Description of Work.** The work shall consist of furnishing and placing bedding material, a protective course of stone or broken concrete laid as riprap for erosion protection or sediment control. This work shall be in accordance with all applicable portions of Section 281 of the IDOT Standard specifications. Riprap shall be placed in the locations and grades as shown in the plans.

The stone riprap gradation shall be RR-3 and shall be placed in a lift thickness of 8-in minimum.

**Method of Measurement.** This work shall be measured for payment in place and the area computed in square yards.

Filter fabric will be measured and paid for under separate pay item.

**Basis of Payment.** The work shall be paid for at the contract unit price per square yard for STONE RIPRAP and shall include furnishing all labor, materials and equipment necessary the work as specified.

**SP-68 CAP EXISTING WATERMAIN**

**Description of Work.** This work consists of the cutting and capping of the water mains that will be abandoned in place or the new water main at locations identified by the Engineer. A Ductile Iron Mechanical Joint Cap that is water tight and meeting all requirements shall be used. A thrust block and restrained joint shall also be furnished and installed as part of this pay item.

**Method of Measurement.** This work will be measured for payment per each capping.

**Basis of Payment.** This work will be paid for at the contract unit price per each CAP EXISTING WATER MAIN, which prices will include all labor, equipment, materials and incidentals necessary to complete the work as described above.
PART IV

Location Map
LP-662 and Potentially Impacted Property Evaluation
Geotechnical Report
LPC-662 FORM
Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19275 • Springfield • Illinois • 62794-9276

Source Site Certification
by Owner or Operator
for Use of Uncontaminated Soil as Fill in a
CCDD or Uncontaminated Soil Fill Operation
LPC-662
Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information
(Describe the location of the source of the uncontaminated soil)

Project Name: Ward 1 Storm Sewer

Office Phone Number, if available: ________________________________

Physical Site Location (Street, Road): Portions of Raddan, Lexington, Bluestem, Cardinal, Chillem, Giese and Larkspur

City: Batavia State: IL Zip Code: 60510

County: Kane Township: Batavia

Lat/Long of approximate center of site in decimal degrees (DD.dddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.83844 Longitude: -88.28496

(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☐ Map Interpolation ☐ Photo Interpolation ☐ Survey ☒ Other

EDR First Report

IEPA Site Number(s), if assigned: BOL: None BOW: None BOA: None

II. Owner/Operator Information for Source Site

Site Owner

Name: City of Batavia
Street Address: 100 North Island Avenue
PO Box: ____________________________
City: Batavia State: IL
Zip Code: 60510 Phone: ____________________________
Contact: ____________________________ Email, if available: ____________________________

Site Operator

Name: ____________________________
Street Address: ____________________________
PO Box: ____________________________
City: ____________________________ State: ______
Zip Code: ____________________________ Phone: ____________________________
Contact: ____________________________ Email, if available: ____________________________

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/35). Failure to disclose this information may result in a civil penalty of not to exceed $5,000 for the violation and an additional civil penalty of not to exceed $10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by

IL 532-1855
LPC 348 Rev. 10/2013 the Forms Management Center.
Source Site Certification

III. Descriptions of Current and Past Uses of Source Site
Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental lens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 25

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results
Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 5

Soil samples screened with PID identified no elevated readings. Soil samples B2-3, B8-1 and B10-4, representative of the source site, were analyzed for pH by First Environmental Laboratories, an IL ELAP/NELAC certified laboratory. Analytical report dated 4/17/17 indicates pH of 8.49 for B2-3, 8.89 for B8-1 and 8.51 for B10-4.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature
In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I (owner, operator or authorized representative of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

C Owner
C Operator
C Owner's Duly Authorized Representative
C Operator's Duly Authorized Representative

______________________________  ______________________________
Printed Name                             Signature
POTENTIALLY IMPACTED PROPERTY EVALUATION
April 18, 2017

Mr. Scott Randall, P.E.
WBK Engineering, LLC
8 E. Galena Boulevard, Suite 402
Aurora, Illinois 60506

RE: L - 86,461
Potentially Impacted Property Evaluation for LPC-662 Form
Ward 1 Storm Sewer
Kirk to Raddant Roads
Batavia, IL

Dear Mr. Randall:

Testing Service Corporation (TSC) has completed a Potentially Impacted Property (PIP) Evaluation, soil sampling, and laboratory analyses for the above captioned project. The general scope of work was outlined in TSC’s Proposal 58,308 dated February 28, 2017. TSC was requested to evaluate site soil conditions for the disposal of construction spoils at a Clean Construction & Demolition Debris (CCDD) or Uncontaminated Soil Fill Operation (USFO) facility.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a “Potentially Impacted Property” (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Source Site

The source site ("Site") is: Raddant Road from Lexington Lane to Chillem Drive; Chillem Drive from Raddant Road to Larkspur Lane; Larkspur Lane from Chillem Drive to Giese Road; Giese Road from Larkspur Lane to Kirk Road; Bluestem Lane from Chillem Drive to Woodland Hills Road; Lexington Lane from Essex Court to Bluestem Lane, and Cardinal Court in Batavia, IL. The activity generating the soil for disposal is storm sewer work.
Records Review

In accordance with Illinois Administrative Code 35 Part 1100, on behalf of the Site owner, TSC evaluated the historical uses of the Site to identify potential contamination sources, both from the Site and adjoining properties, which may cause the Site to be considered a PIP.

TSC researched the history of the Site and surrounding properties by reviewing historical topographic maps dating back to 1932 and aerial photographs dating back to 1939.

Based on this information, the source site was utilized as idle likely farmed land on the 1932-1965 topographic maps. The 1973-2002 topographic maps show the source Site to be utilized as roads in a residential area of Batavia. The 1939-1963 aerial photographs show the source site to be utilized as agricultural land. The 1974-2012 aerial photographs show the source site to be utilized as roads in a residential neighborhood of Batavia. None of the adjacent properties are suspected to have generated any impacts to the Site.

TSC evaluated current Federal and State environmental agency records for the Site and vicinity by obtaining information from EDR First Reports from Environmental Data Resources, Inc. (EDR). The EDR First Report identifies listings on reviewed environmental databases within one quarter mile of the Site address and is utilized in identifying potential contamination sources, both at the Site and from adjoining properties, which may cause the Site to be considered a PIP.

The EDR First Report information did not identify the Site on the reviewed environmental databases.

The EDR First Report information identifies the following properties adjoining the source site on the various reviewed environmental databases which are as follows:

- Batavia Park District at Raddent & Chillem Road, adjoining the Site to the west, is identified on the Facility Index System (FINDS) database. The facility is identified under the Illinois - Agency Compliance and Enforcement System under Registry ID# 110018065662.

- U.S. Dept. Of Energy at Kirk & Pine, is identified on the LUST database. This facility is believed to be associated with the eastern adjoining Fermi Laboratory property however the closest (ancillary) structures associated with the facility beginning at 600' from the Site. According to database information this facility reported a gasoline release incident (#951912) on 9/13/95 which received a No Further Action/Remediation (NFA/R) letter on 1/17/96.

- NALCO Chemical Co., Kirk & Pine, is identified on the Resource Conservation Recovery Act - Small Quantity Generator (RCRA-SQG) database. This facility is believed to be associated with the eastern adjoining Fermi Laboratory property however the closest (ancillary) structures associated with the facility beginning at 600' from the Site. According to database information this facility generates D001 (ignitable wastes). No violations were found on the RCRA status.

- Fermi National Accel, Wilson Road, is identified on the Corrective Action (CORRACTS), RCRA Transfer, Storage, Disposal Facility (RCRA-TSDF), and the RCRA - Large Quantity Generator (RCRA-LQG) databases. This facility is associated with the eastern adjoining Fermi Laboratory property however the closest (ancillary) structures associated with the facility beginning at 600' from the Site. According to
database information this facility generates numerous types of wastes. In 2000, migration of contaminated groundwater was noted to be under control at the facility as well as current human exposure.

These and the remaining facilities are not located within a zone to negatively influence the source site.

The EDR First Report Orphan Summary information did not identify any properties.

**Site Reconnaissance**

On March 9, 2017, a TSC Environmental Professional conducted a reconnaissance of the Site for the purpose of identifying indications of the use or disposal of hazardous substances or petroleum products. The Site Raddant Road from Lexington Lane to Chillem Drive; Chillem Drive from Raddant Road to Larkspur Lane; Larkspur Lane from Chillem Drive to Giese Road; Giese Road from Larkspur Lane to Kirk Road; Bluestem Lane from Chillem Drive to Woodland Hills Road; Lexington Lane from Essex Court to Bluestem Lane, and Cardinal Court in a residential subdivision consistent with information reviewed on topographic maps, aerial photographs, and the EDR environmental reports. The current status of the surrounding properties is also consistent with the information reviewed and none of the above conditions were noted at their locations within a zone of influence to the Site.

No indications of staining, unnaturally stressed vegetation or areas conspicuously absent of vegetation were noted at the Site. No evidence of aboveground storage tanks or of vent or fill pipes suggesting the presence of underground storage tanks were identified on the Site. No indication of petroleum sheen was identified. No indications of solid waste or drum storage were noted at the Site. No suspect PCB containing equipment or hazardous waste generation was identified on the Site. No evidence of the use or release of hazardous substances or petroleum products was identified at the Site. No additional sources of potential impact from the Site or adjacent properties were identified.

Neither the Site nor any adjacent or nearby properties appeared on the environmental database search and the Site reconnaissance also did not identify any evidence of potential impact. Therefore, the Site was not identified as a Potentially Impacted Property. The collection of soil samples for the analysis of pH only were therefore performed.

**Soil Screening & pH Analysis**

A total of ten soil borings were performed in conjunction with TSC's Geotechnical Exploration L-86,460. No visual or odorous indication of impact was noted in any of the soil boring samples. A TSC Environmental Professional selected three locations (B2-3, B8-1 and B10-4) as representative of soils at the Site. The samples taken were screened with a MiniRAE 2000 photoionization detector (PID). No elevated PID readings were noted. The samples were placed in laboratory supplied jars, in a cooler on ice and transported to First Environmental Laboratories, Inc. following standard chain-of-custody procedures. The soil samples were analyzed for pH. The analytical results indicate that the pH of the soil at B2-3 is 8.59, at B8-1 is 8.89 and at B10-4 is 8.51.
Conclusion

Based on review of the historical data and site reconnaissance, a TSC Professional Geologist has concluded that the source site, as indicated on the attached boring location plan, is not a Potentially Impacted Property. Analysis of pH indicates that the soil at the Site meets the pH requirements for disposal as uncontaminated soil under 35 IAC 1100.

TSC has completed the LPC-662 form for the Owner or Operator’s signature. Please complete the Owner or Operator portion and sign the attached LPC-662 form and provide the entire report to the Uncontaminated Soil Fill Operation for disposal.

If conditions other than those found during the soil exploration are found, please contact us to perform a follow up survey. Also note that although the chemical analysis from the representative samples meet the MACs, disposal facilities screen each load with a PID, which will determine the final acceptance of individual loads.

We appreciate the opportunity to be of service to you. Please contact us with any questions.

Respectfully,

TESTING SERVICE CORPORATION

Brian K. Walker, P.G. #196.000772
Manager - Environmental Assessments

Prepared by:

Heather A. Nilles
Environmental Professional

BKW:Han

Enc: LPC-662 Form
     Boring/Sample Location Plan
     Analytical Report and Chain of Custody
     EDR First Report Information
     General Conditions
April 17, 2017

Ms. Heather Nilles
TESTING SERVICE CORP.
360 S. Main Place
Carol Stream, IL 60188

Project ID: Batavia - Ward 1 #86463
First Environmental File ID: 17-1824
Date Received: April 12, 2017

Dear Ms. Heather Nilles:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 004095: effective 03/02/2017 through 02/28/2018.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

[Signature]

Stan Zaworski
Project Manager
Case Narrative

TESTING SERVICE CORP.
Project ID: Batavia - Ward 1 #86463

Lab File ID: 17-1824
Date Received: April 12, 2017

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

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<td>17-1824-002</td>
<td>B8-1</td>
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<td>17-1824-003</td>
<td>B10-4</td>
<td>3/31/2017</td>
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Sample Batch Comments:
Time of sample collection was not provided.
Case Narrative

Project ID: Batavia - Ward 1 #86463

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

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<th>Description</th>
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<td>A</td>
<td>Method holding time is 15 minutes from collection. Lab analysis was performed as soon as possible.</td>
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<tr>
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<td>Analyte was found in the method blank.</td>
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<tr>
<td>&lt;</td>
<td>Analyte not detected at or above the reporting limit.</td>
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</tr>
<tr>
<td>C</td>
<td>Sample received in an improper container for this test.</td>
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</tr>
<tr>
<td>D</td>
<td>Surrogates diluted out; recovery not available.</td>
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</tr>
<tr>
<td>E</td>
<td>Estimated result; concentration exceeds calibration range.</td>
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<tr>
<td>G</td>
<td>Surrogate recovery outside control limits.</td>
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<tr>
<td>H</td>
<td>Analysis or extraction holding time exceeded.</td>
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<td>J</td>
<td>Estimated result; concentration is less than routine RL but greater than MDL.</td>
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<td>RL</td>
<td>Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)</td>
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<td>L</td>
<td>LCS recovery outside control limits.</td>
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<tr>
<td>M</td>
<td>MS recovery outside control limits; LCS acceptable.</td>
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<tr>
<td>P</td>
<td>Chemical preservation pH adjusted in lab.</td>
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<tr>
<td>Q</td>
<td>Result was determined by a GC/MS database search.</td>
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<td>S</td>
<td>Analysis was subcontracted to another laboratory.</td>
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<td>Result is less than three times the MDL value.</td>
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<td>W</td>
<td>Reporting limit elevated due to sample matrix.</td>
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<td>N</td>
<td>Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.</td>
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<tr>
<td>ND</td>
<td>Analyte was not detected using a library search routine; No calibration standard was analyzed.</td>
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Analytical Report

Client: TESTING SERVICE CORP.  Date Received: 04/12/17
Project ID: Batavia - Ward 1 #86463  Date Reported: 04/17/17

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</table>
Ward 1 Storm Sewer
Kirk To Raddant
Batavia, IL  60510

Inquiry Number: 4873870.1s
March 08, 2017
Table of Contents

This report includes a search of reasonably available environmental records to assist the professional in compliance with Section 8.2.1 Standard Federal, State, and Tribal Environmental Record Source of ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E1527-13). Additional environmental records sources may be available for your property.

Target Site: KIRK TO RADDANT
BATAVIA, IL  60510

Site Location

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## Search Summary

**TARGET SITE:** KIRK TO RADDANT  
BATAVIA, IL 60510

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**BATAVIA, IL 60510**

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**BATAVIA, IL 60510**

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## Search Summary

**TARGET SITE:** KIRK TO RADDANT  
**BATAVIA, IL 60510**

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### EDR Exclusive Records

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### Exclusive Recovered Govt. Archives

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<th>Site</th>
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- Totals --  
|        | 0 | 1 | 7 | 0 | 1 | 0 | 9 |
# Sites Sorted by Distance

**TARGET PROPERTY ADDRESS:**

KIRK TO RADDANT  
BATAVIA, IL 60510

Click on Map ID to see full detail.

<table>
<thead>
<tr>
<th>MAP ID</th>
<th>SITE NAME</th>
<th>ADDRESS</th>
<th>DATABASE ACRONYMS</th>
<th>RELATIVE ELEVATION</th>
<th>DIST (ft, mi.) DIRECTION</th>
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<tbody>
<tr>
<td>1</td>
<td>BATAVIA PARK DISTRICT</td>
<td>RADDENT &amp; CHILLEM RD</td>
<td>FINDS</td>
<td>Higher</td>
<td>1 ft.</td>
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<tr>
<td>A2</td>
<td>U.S. DEPT. OF ENERGY</td>
<td>KIRK &amp; PINE</td>
<td>LUST</td>
<td>Lower</td>
<td>774, 0.147, ENE</td>
</tr>
<tr>
<td>A3</td>
<td>NALCO CHEMICAL CO</td>
<td>KIRK RD AND PINE ST</td>
<td>RCRA-SQG</td>
<td>Lower</td>
<td>785, 0.149, ENE</td>
</tr>
<tr>
<td>4</td>
<td>FERMI NATIONAL ACCEL</td>
<td>WILSON RD</td>
<td>CORRACTS, RCRA-TSDF, RCRA-LQG</td>
<td>Lower</td>
<td>1020, 0.193, ENE</td>
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<tr>
<td>B5</td>
<td>PAY HAULER</td>
<td>1333 KIRK RD</td>
<td>UST</td>
<td>Lower</td>
<td>1120, 0.212, South</td>
</tr>
<tr>
<td>B6</td>
<td>FLINT GROUP</td>
<td>1333 KIRK RD</td>
<td>RCRA-LQG</td>
<td>Lower</td>
<td>1120, 0.212, South</td>
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<tr>
<td>7</td>
<td>BATAVIA GROUNDWATER</td>
<td>IL RTE 25</td>
<td>SSU</td>
<td>Lower</td>
<td>4214, 0.798, WSW</td>
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</tbody>
</table>
Sites Sorted by Database

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Federal RCRA CORRACTS facilities list
CORRACTS: Corrective Action Report

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Direction / Distance</th>
<th>Map ID</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>FERMI NATIONAL ACCEL</td>
<td>WILSON RD</td>
<td>ENE (0.193 mi. / 1020 ft.)</td>
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Federal RCRA non-CORRACTS TSD facilities list
RCRA-TSDF: RCRA - Treatment, Storage and Disposal

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Direction / Distance</th>
<th>Map ID</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>FERMI NATIONAL ACCEL</td>
<td>WILSON RD</td>
<td>ENE (0.193 mi. / 1020 ft.)</td>
<td>4</td>
<td>5</td>
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<tr>
<td>FLINT GROUP</td>
<td>1333 KIRK RD</td>
<td>S (0.212 mi. / 1120 ft.)</td>
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</table>

Federal RCRA generators list
RCRA-LQG: RCRA - Large Quantity Generators

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Direction / Distance</th>
<th>Map ID</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>FERMI NATIONAL ACCEL</td>
<td>WILSON RD</td>
<td>ENE (0.193 mi. / 1020 ft.)</td>
<td>4</td>
<td>5</td>
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<tr>
<td>NALCO CHEMICAL CO</td>
<td>KIRK RD AND PINE ST</td>
<td>ENE (0.149 mi. / 785 ft.)</td>
<td>A3</td>
<td>4</td>
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</tbody>
</table>

RCRA-SQG: RCRA - Small Quantity Generators
## Sites Sorted by Database

### State- and tribal - equivalent CERCLIS
SSU: State Sites Unit Listing

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Direction / Distance</th>
<th>Map ID</th>
<th>Page</th>
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<tbody>
<tr>
<td>BATAVIA GROUNDWATER</td>
<td>IL RTE 25</td>
<td>WSW (0.798 mi. / 4214 ft.)</td>
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SSU Status: Archived
Facility Id: 0894135101
Facility Id: 0894135101

### State and tribal leaking storage tank lists
LUST: Leaking Underground Storage Tank Sites

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Direction / Distance</th>
<th>Map ID</th>
<th>Page</th>
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<tbody>
<tr>
<td>U.S. DEPT. OF ENERGY</td>
<td>KIRK &amp; PINE</td>
<td>ENE (0.147 mi. / 774 ft.)</td>
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NFA/NFR Letter: 01/17/1996
Incident Num: 951912
IL EPA Id: 894135092

### State and tribal registered storage tank lists
UST: Underground Storage Tank Facility List

<table>
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<tr>
<th>Site</th>
<th>Address</th>
<th>Direction / Distance</th>
<th>Map ID</th>
<th>Page</th>
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<tbody>
<tr>
<td>PAY HAULER</td>
<td>1333 KIRK RD</td>
<td>S (0.212 mi. / 1120 ft.)</td>
<td>B5</td>
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Tank Status: Removed
Status: CLOSED
Facility Id: 2033601

### Other Ascertainable Records
FINDS: Facility Index System/Facility Registry System

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<th>Map ID</th>
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<tr>
<td>BATAVIA PARK DISTRIC</td>
<td>RADDENT &amp; CHILLEM RD</td>
<td>(0,000 mi. / 0 ft.)</td>
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</table>
Black Rings Represent Qtr. Mile Radius

☆ Target Property (Latitude: 41.838446 Longitude: 88.284961)
▲ High or Equal Elevation Sites
Indian Reservations BIA
▼ Low Elevation Sites
National Priority List Sites
Dept. Defense Sites

EDR First Report
# Mapped Sites Summary

**Target Property:** KIRK TO RADDANT  
BATAVIA, IL 60510

### FINDS

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**NAME:** BATAVIA PARK DISTRICT  
**ADDRESS:** RADDENT & CHILLEM RD  
BATAVIA, IL 60510  
KANE

[Click here for full text details](#)

### LUST

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<td>S103294248</td>
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**NAME:** U.S. DEPT. OF ENERGY  
**ADDRESS:** KIRK & PINE  
BATAVIA, IL 60510  
KANE

[Click here for full text details](#)

### RCRA-SQG

<table>
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<td>1004697814</td>
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**NAME:** NALCO CHEMICAL CO  
**ADDRESS:** KIRK RD AND PINE ST  
BATAVIA, IL 60510  
DUPAGE

[Click here for full text details](#)

--Continued on next page--
### Mapped Sites Summary

**Target Property:** KIRK TO RADDANT  
BATAVIA, IL 60510

#### RCRA-SQG

<table>
<thead>
<tr>
<th>EDR ID</th>
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<tr>
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<td>0.149 ENE</td>
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<td>A3</td>
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**NAME:** NALCO CHEMICAL CO  
**ADDRESS:** KIRK RD AND PINE ST  
BATAVIA, IL 60510  
DUPAGE

EPA Id: ILR000100388

#### CORRACTS, RCRA-TSDF, RCRA-LQG

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**NAME:** FERMI NATIONAL ACCEL  
**ADDRESS:** WILSON RD  
BATAVIA, IL 60510  
KANE

Click here for full text details

- CORRACTS  
  EPA ID: IL6890030046  
- RCRA-TSDF  
  EPA Id: IL6890030046  
- RCRA-LQG  
  EPA Id: IL6890030046

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**NAME:** PAY HAULER  
**ADDRESS:** 1333 KIRK RD  
BATAVIA, IL 60510  
KANE

Click here for full text details

- Continued on next page -
# Mapped Sites Summary

Target Property: KIRK TO RADDANT  
BATAVIA, IL 60510

## UST

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<td>B5</td>
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**NAME:** PAY HAULER  
**ADDRESS:** 1333 KIRK RD  
BATAVIA, IL 60510  
KANE

**UST**  
Status: CLOSED  
Facility Id: 2033601  
Tank Status: Removed

## RCRA-LQG

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**NAME:** FLINT GROUP  
**ADDRESS:** 1333 KIRK RD  
BATAVIA, IL 60510  
KANE

**RCRA-LQG**  
EPA Id: ILD061014239

## SSU

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<td>0.798 WSW</td>
<td>715</td>
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**NAME:** BATAVIA GROUNDWATER  
**ADDRESS:** IL RTE 25  
BATAVIA, IL 60510  
KANE

**SSU**  
- Continued on next page -
## Mapped Sites Summary

Target Property: KIRK TO RADDANT  
BATAVIA, IL 60510

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<th>MAP ID</th>
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</thead>
<tbody>
<tr>
<td>S104038287</td>
<td>0.798 WSW</td>
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**NAME:** BATAVIA GROUNDWATER  
**ADDRESS:** IL RTE 25  
BATAVIA, IL 60510  
KANE

Facility Id: 0894135101  
SSU Status: Archived  
Facility Id: 0894135101
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<th>Zip</th>
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<th>Full Name</th>
<th>Gov Date</th>
<th>Arvl. Date</th>
<th>Active Date</th>
<th>Last EDR Contact</th>
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<td>Air Inventory Listing</td>
<td>12/31/2015</td>
<td>07/19/2016</td>
<td>10/18/2016</td>
<td>01/03/2017</td>
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<td>IL</td>
<td>AST</td>
<td>Above Ground Storage Tanks</td>
<td>11/17/2016</td>
<td>11/29/2016</td>
<td>02/07/2017</td>
<td>02/21/2017</td>
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<td>IL</td>
<td>BOL</td>
<td>Bureau of Land Inventory Database</td>
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<td>02/07/2017</td>
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<td>IL</td>
<td>BROWNFIELDS</td>
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<td>10/26/2016</td>
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<td>US</td>
<td>US BROWNFIELDS</td>
<td>A Listing of Brownfields Sites</td>
<td>12/19/2016</td>
<td>12/20/2016</td>
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<td>12/05/2016</td>
<td>02/10/2017</td>
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<td>Financial Assurance Information</td>
<td>10/11/2016</td>
<td>11/16/2016</td>
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<td>US INST CONTROL</td>
<td>Sites with Institutional Controls</td>
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<td>11/29/2016</td>
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<td>US MINES 1</td>
<td>Mines Master Index File</td>
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### STREET AND ADDRESS INFORMATION

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1. PARTIES AND SCOPE OF WORK: “This Agreement” consists of Testing Service Corporation’s (“TSC”) proposal, TSC’s Schedule of Fees and Services, client’s written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. “Client” refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as “services” herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term “Client” shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client’s intended purpose. Client will communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC’s proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC’s professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC’s proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as “hazardous substances”) include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., (“CERCLA”), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, (“RCRA”) or by a state or Federal Environmental Protection Agency (“EPA”), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). “Contaminants” as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. “Polluted” as used herein shall mean containing contaminants. Unless specifically set forth in TSC’s proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter, treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

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

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event the services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC’s responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property’s value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC’s normal mark up for overhead and profit.

5. CLIENT’S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys’ fees as a result of personal injury, death or property damage occurring with respect to TSC’s performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC’s undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC’s work on client’s behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.
9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC’s services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC’s services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. “Contractor” as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC’s services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC’s recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC’s recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys’ fees as a result of personal injury, death or property damage occurring with respect to TSC’s performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day’s prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

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

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

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

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

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

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

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC’s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC’s services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC’s services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.
GEOTECHNICAL REPORT
Mr. Scott Randall, P.E.
WBK Engineering, LLC
8 East Galena Boulevard, Suite 402
Aurora, Illinois 60506

RE: L-86,460
Ward 1 Storm Sewers
Kirk to Raddant Roads
Batavia, Illinois

Dear Mr. Randall:

This report presents results of a soils exploration performed the Ward 1 Storm Sewers to be constructed in Batavia, Illinois. These geotechnical engineering services have been provided in accordance with TSC Proposal No. 58,308 dated February 28, 2017 and the attached General Conditions, incorporated herein by reference.

Current plans call for the construction of new storm sewers along various roads within the City of Batavia. Summarized in the following table are the roadways and approximate limits of the new sewers based on plans by WBK Engineering, LLC dated July 26, 2016. The approximate length of the new storm sewers and pipe diameters are also indicated in the table below.

<table>
<thead>
<tr>
<th>General Location</th>
<th>Approximate Limits</th>
<th>Approximate Length (feet)</th>
<th>Sewer Diameter (in)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>From</td>
<td>To</td>
<td></td>
</tr>
<tr>
<td>Raddant Road</td>
<td>Lexington Ln.</td>
<td>Chillem Dr.</td>
<td>Deleted From Scope of Work</td>
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<tr>
<td>Chillem Drive</td>
<td>Raddant Rd.</td>
<td>Larkspur Ln.</td>
<td>1600</td>
</tr>
<tr>
<td>Larkspur Lane</td>
<td>Chillem Dr.</td>
<td>Giese Rd.</td>
<td>800</td>
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<td>Giese Road</td>
<td>Larkspur Ln.</td>
<td>Kirk Rd.</td>
<td>1050</td>
</tr>
<tr>
<td>Bluestem Lane</td>
<td>Chillem Dr.</td>
<td>Woodland Hill Rd.</td>
<td>1350</td>
</tr>
<tr>
<td>Lexington Lane</td>
<td>Essex Ct.</td>
<td>Bluestem Ln.</td>
<td>700</td>
</tr>
<tr>
<td>Cardinal Court</td>
<td>Wooland Hill Dr.</td>
<td>Cul-de-sac</td>
<td>600</td>
</tr>
</tbody>
</table>
Field Investigation and Laboratory Testing

A total of ten (10) soil borings were performed as part of this soils exploration. They were extended 12½ to 15 feet below existing grade. The boring locations were selected and laid out in the field by TSC. Ground surface elevations at the borings were also acquired by TSC using a Trimble R8 GNSS receiver which uses the North American Vertical Datum of 1988 (NAVD88), being rounded to the nearest 0.5 foot. Reference is made to the enclosed Boring Location Plan for the drilling layout, ground surface elevations at the borings also being shown.

The borings were drilled and samples tested in accordance with currently recommended American Society for Testing and Materials specifications. Soil sampling was performed at 2½-foot intervals in conjunction with the Standard Penetration Test (SPT), for which driving resistance to a 2" split-spoon sampler (N-value in blows per foot) provides an indication of the relative density of granular materials and consistency of cohesive soils. Water level readings were taken during and following completion of drilling operations, with the boreholes then immediately backfilled for safety reasons and those in pavement areas also patched at the surface.

Soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the Unified Soil Classification System. Laboratory testing included moisture content determinations for all cohesive and intermediate (silt or loamy) soil types. An estimate of unconfined compressive strength was obtained for all cohesive soils using a calibrated pocket penetrometer (Qp), with actual measurements of unconfined compressive strength (Qu) performed on representative samples of native clay soils. Dry unit weight tests were also run on specimens of cohesive fill.

Reference is made to the boring logs included with this report indicating subsurface stratigraphy and soil descriptions, results of field and laboratory tests, as well as water level observations. Definitions of descriptive terminology are also included. While strata changes are shown as a definite line on the boring logs, the actual transition between soil layers is likely to be more gradual. Fluctuations in the groundwater table may also occur due to variations in precipitation (short-term and seasonal) as well as rises or drops in pond, creek or other nearby surface water features, i.e. groundwater levels at a future date may be higher or lower than those recorded at the time of drilling.

Discussion of Test Data

Borings 1, 2, 5 - 8 and 10 were drilled on existing asphalt pavements, revealing approximately 4 to 7 inches bituminous concrete, overlying about 5 to 8 inches granular base course materials. The pavement thicknesses were estimated from the disturbed sides of the augered boreholes and should be considered approximate; pavement cores may be taken if more accurate measurements or descriptions of the pavement (including possible fabric interlayers) are required. Surficial topsoil (native and/or fill) was 4 to 8 inches thick at Borings 3, 4 and 9 drilled in the grass right-of-way.

Silty clay fill was found underlying the topsoil and/or pavement section at Borings 3, 4 and 7, with silty sand and gravel fill found at Boring 6. The fill materials extended approximately 3 feet below existing grade at Borings 4 and 6, while being up to 8 feet deep at Borings 3 and 7. Samples of the cohesive fill were variable in consistency, exhibiting dry unit weights ranging from 93 to 124 pounds per cubic
foot (pcf) at moisture contents varying from 13 to 30 percent. They also had variable pocket penetrometer readings of 0.5 to 4.5+ tons per square foot (tsf).

Tough to hard native silty clay soils otherwise predominated in the borings, extending to completion depths. They exhibited unconfined compressive strengths ranging from 1.5 to 5.0 tsf at moisture contents typically varying from 14 to 24 percent, being up to 29 percent in Borings 6 and 10.

Free groundwater was initially revealed at depths of 5½ to 10½ feet below existing grade in Borings 2, 3 and 5 - 7 (5 total). Upon completion of drilling operations, the water levels in the boreholes had generally remained within 2 feet of initial readings. The remaining borings were "dry" both during and upon completion of drilling operations.

**Analysis and Recommendations**

**Sewer Construction**

Borings 1 - 10 were drilled for the proposed Ward 1 storm sewers located along Chillem Drive, Cardinal Court, Raddant and Giese Roads, Larkspur, Bluestem and Lexington Lanes. Based on plans provided the storm sewers vary from 12" to 60" in diameter. It is understood that the sewers will have inverts ranging from Elevations 759.0 to 780.0, corresponding to depths of about 5.5 to 10.5 feet below existing grade at the boring locations. The sewers will likely bear on a 4 to 6-inch granular base. Therefore, the bearing elevation would be about 12 inches below the invert level, allowing for a granular subbase and the sewer pipe thickness.

The following table summarizes the general location and ground surface elevation at the boring locations as well as the invert elevation and depth/elevation to approximate bearing level. The soil conditions at the expected bearing level at each boring location is also indicated.

<table>
<thead>
<tr>
<th>Boring No.</th>
<th>Ground Surface Elevation</th>
<th>Invert Elevation</th>
<th>Bearing Level*</th>
<th>Soil Condition at Bearing Level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Elevation</td>
<td></td>
<td>Elevation</td>
<td>Depth (feet)*</td>
</tr>
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<td>766.5</td>
<td>759.0</td>
<td>758.0</td>
<td>8.5</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>772.0</td>
<td>763.5</td>
<td>762.5</td>
<td>9.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>775.5</td>
<td>766.0</td>
<td>765.0</td>
<td>10.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>778.0</td>
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<tr>
<td>5</td>
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<td>780.0</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>6</td>
<td>790.5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Very tough to hard native silty clay soils were encountered at the anticipated invert levels in the borings. They exhibited unconfined compressive strengths ranging from 2.0 to 5.3 tsf, and are considered capable of supporting a net allowable bearing pressure of 3000 pound per square foot (psf). The 3000 psf bearing value is generally satisfactory for sewer pipe support as well as associated backfill materials.

All excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices as well as any other applicable codes. This document states that excavation safety is the responsibility of the Contractor. It should be noted that it is not the Engineer's responsibility to enforce these requirements. Reference to this OSHA requirement should be included in the job specifications.

Lateral Earth Pressures

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

<table>
<thead>
<tr>
<th>BACKFILL TYPE</th>
<th>ABOVE WATER TABLE</th>
<th>BELOW WATER TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AT-REST STATE</td>
<td>PASSIVE STATE</td>
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<tr>
<td>Granular</td>
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<td>400</td>
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<tr>
<td>Cohesive</td>
<td>65</td>
<td>350</td>
</tr>
</tbody>
</table>

Very tough silty Clay
- **Boring No.**: 7
- **Grundy Surface Elevation**: 778.0 ft
- **Invert Elevation**: 769.0 ft
- **Soil Condition at Bearing Level**: 768.0 ft
  - Depth (feet): 10.0
  - **Soil Condition**: Very tough silty Clay
  - **Qu**: 2.3 tsf
  - **WC**: 14%

Very tough silty Clay
- **Boring No.**: 8
- **Grundy Surface Elevation**: 778.5 ft
- **Invert Elevation**: 772.2 ft
- **Soil Condition at Bearing Level**: 771.0 ft
  - Depth (feet): 7.5
  - **Soil Condition**: Very tough silty Clay
  - **Qp**: 3.5 tsf
  - **WC**: 19%

Hard silty Clay
- **Boring No.**: 9
- **Grundy Surface Elevation**: 779.5 ft
- **Invert Elevation**: 775.0 ft
- **Soil Condition at Bearing Level**: 774.0 ft
  - Depth (feet): 5.5
  - **Soil Condition**: Hard silty Clay
  - **Qp**: 4.5+ tsf
  - **WC**: 17%

Hard silty Clay
- **Boring No.**: 10
- **Grundy Surface Elevation**: 779.5 ft
- **Invert Elevation**: 771.0 ft
- **Soil Condition at Bearing Level**: 770.0 ft
  - Depth (feet): 9.5
  - **Soil Condition**: Hard silty Clay
  - **Qp**: 4.5+ tsf
  - **WC**: 17%

* Depth/elevation of storm sewer measured from existing grade to the bearing level; rounded to the nearest 0.5 foot.

**EQUIVALENT FLUID PRESSURE (PSF/FT)**

<table>
<thead>
<tr>
<th>BACKFILL TYPE</th>
<th>ABOVE WATER TABLE</th>
<th>BELOW WATER TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AT-REST STATE</td>
<td>PASSIVE STATE</td>
</tr>
<tr>
<td>Granular</td>
<td>50</td>
<td>400</td>
</tr>
<tr>
<td>Cohesive</td>
<td>65</td>
<td>350</td>
</tr>
</tbody>
</table>

**EQUIVALENT FLUID PRESSURE (PSF/FT)**

<table>
<thead>
<tr>
<th>BACKFILL TYPE</th>
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<th>BELOW WATER TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AT-REST STATE</td>
<td>PASSIVE STATE</td>
</tr>
<tr>
<td>Granular</td>
<td>50</td>
<td>400</td>
</tr>
<tr>
<td>Cohesive</td>
<td>65</td>
<td>350</td>
</tr>
</tbody>
</table>

**EQUIVALENT FLUID PRESSURE (PSF/FT)**

<table>
<thead>
<tr>
<th>BACKFILL TYPE</th>
<th>ABOVE WATER TABLE</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AT-REST STATE</td>
<td>PASSIVE STATE</td>
</tr>
<tr>
<td>Granular</td>
<td>50</td>
<td>400</td>
</tr>
<tr>
<td>Cohesive</td>
<td>65</td>
<td>350</td>
</tr>
</tbody>
</table>
Groundwater Management

Groundwater was revealed at depths of 8 to 12 feet below existing grade at Borings 2, 3 and 5 - 7 (5 total). Given the predominantly cohesive nature (i.e. low permeability) of the subsurface soils, serious groundwater problems are not anticipated. However, minor seepage can be expected from silt and sand seams typically found interbedded within the cohesive soil mass. The Contractor should therefore be prepared to implement dewatering procedures, as a minimum to include pumping from strategically placed sumps.

Closure

The analysis and recommendations submitted in this report are based upon the data obtained from the ten (10) soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings or elsewhere on the site, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

It has been a pleasure to assist you with this work. Please call if there are any questions or if we may be of further service.

Respectfully submitted,

TESTING SERVICE CORPORATION

Timothy R. Peceniak, P.E.
Project Engineer
Registered Professional Engineer
Illinois No. 062-061269

Megan K. Conway, P.E.
Geotechnical Engineer

TRP:MKC:trp
Enc.
GENERAL CONDITIONS
Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purposes of ordering and directing said services, and in such case the term “Client” shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client’s work and that TSC’s services ordered by Client are appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation or warranty, and such information shall not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC shall survive the termination of TSC’s obligation to provide services.

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

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

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

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

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

TSC’s services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC’s services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC’s services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. “Contractor” as used herein shall include subcontractors, suppliers, architects, engineers, and construction managers.

Information obtained from borings, observations and analyses of samples or materials shall be reported in a manner considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation or warranty, and such information shall not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC shall survive the termination of TSC’s obligation to provide services.

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

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

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

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

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and any other provision or conditions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the breach thereof or TSC’s services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint against any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.
APPENDIX

UNIFIED CLASSIFICATION CHART

LEGEND FOR BORING LOGS

BORING LOGS

BORING LOCATION PLAN
## Testing Service Corporation

### Unified Classification Chart

#### Criteria for Assigning Group Symbols and Group Names Using Laboratory Test

<table>
<thead>
<tr>
<th>Group Symbol</th>
<th>Group Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>GW</td>
<td>Well-graded gravel $^1$</td>
</tr>
<tr>
<td>GP</td>
<td>Poorly-graded gravel $^1$</td>
</tr>
<tr>
<td>GM</td>
<td>Silty gravel $^{1, h}$</td>
</tr>
<tr>
<td>GC</td>
<td>Clayey gravel $^{1, h}$</td>
</tr>
<tr>
<td>SW</td>
<td>Well-graded sand $^1$</td>
</tr>
<tr>
<td>SP</td>
<td>Poorly-graded sand $^1$</td>
</tr>
<tr>
<td>SM</td>
<td>Silty sand $^{1, h}$</td>
</tr>
<tr>
<td>SC</td>
<td>Clayey sand $^{1, h}$</td>
</tr>
<tr>
<td>CL</td>
<td>Lean clay $^{k, l, m}$</td>
</tr>
<tr>
<td>OL</td>
<td>Organic clay $^{k, l, m, n}$</td>
</tr>
<tr>
<td>CH</td>
<td>Fat clay $^{k, l, m}$</td>
</tr>
<tr>
<td>MH</td>
<td>Elastic silt $^{k, l, m}$</td>
</tr>
<tr>
<td>OH</td>
<td>Organic clay $^{k, l, m, p}$</td>
</tr>
<tr>
<td>PT</td>
<td>Peat $^{k, l, m, q}$</td>
</tr>
</tbody>
</table>

#### Soil Classification

<table>
<thead>
<tr>
<th>Facies</th>
<th>Inorganic</th>
<th>Organic</th>
</tr>
</thead>
<tbody>
<tr>
<td>SILTS &amp; CLAYS</td>
<td>Liquid limit less than 50%</td>
<td>Liquid limit 50% or more</td>
</tr>
<tr>
<td></td>
<td>Inorganic</td>
<td>Organic</td>
</tr>
<tr>
<td></td>
<td>PI &gt; 7 or plots on or above “A” line $^j$</td>
<td>Liquid limit – oven dried $&lt; 0.75$</td>
</tr>
<tr>
<td></td>
<td>PI &lt; 4 or plots below “A” line $^j$</td>
<td>Liquid limit – not dried</td>
</tr>
<tr>
<td></td>
<td>PI plots on or above “A” line $^k$</td>
<td>PI plots below “A” line $^m$</td>
</tr>
<tr>
<td></td>
<td>Liquid limit – oven dried $&lt; 0.75$</td>
<td>Liquid limit – not dried</td>
</tr>
</tbody>
</table>

#### Notes:

- **a.** Based on the material passing the 3-inch (75-mm) sieve.
- **b.** If field sample contained cobbles and/or boulders, add “with cobbles and/or boulders” to group name.
- **c.** Gravels with 5 to 12% fines required dual symbols.
- **d.** Sands with 5 to 12% fines require dual symbols.
- **e.** $C_u = D_{60}/D_{10}$, $C_c = (D_{60})^2/D_{10}^2$.
- **f.** If soils contains ≥ 15% sand, add “with sand” to group name.
- **g.** If fines classify as CL-ML, use dual symbol OC-GM, SC-SM.
- **h.** If fines are organic, add “with organic fines” to group name.
- **i.** If soils contains ≥ 15% gravel, add “with gravel” to group name.
- **j.** If Atterberg Limits plot in hatched area, soil is a CL – ML, silty clay.
- **k.** If soils contains 15 to 29% plus No. 200, add “with sand” or “with gravel” whichever is predominant.
- **l.** If soil contains ≥ 30% plus No. 200, predominantly sand, add “sandy” to group name.
- **m.** If soils contains ≥ 30% plus No. 200, predominantly gravel, add “gravelly” to group name.
- **n.** If PI ≥ 4 and plots on or above “A” line.
- **o.** If PI ≥ 4 and plots below “A” line.
- **p.** PI plots on or above “A” line.
- **q.** PI plots below “A” line.
LEGEND FOR BORING LOGS

FILL  TOPSOIL  PEAT  GRAVEL  SAND  SILT  CLAY  DOLOMITE

SAMPLE TYPE

SS = Split Spoon  ST = Thin-Walled Tube
A = Auger  MC = Macro-Core (Geo Probe)

WATER LEVELS

▼ While Drilling  ▼ End of Boring  ▼ 24 Hours

FIELD AND LABORATORY TEST DATA

N = Standard Penetration Resistance in Blows per Foot
WC = In-Situ Water Content
Qu = Unconfined Compressive Strength in Tons per Square Foot
* Pocket Penetrometer Measurement: Maximum Reading = 4.5 tsf
γDRY = Dry Unit Weight in Pounds per Cubic Foot

SOIL DESCRIPTION

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>PARTICLE SIZE RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOULDER</td>
<td>Over 12 inches</td>
</tr>
<tr>
<td>COBBLE</td>
<td>12 inches to 3 inches</td>
</tr>
<tr>
<td>Coarse GRAVEL</td>
<td>3 inches to ¾ inch</td>
</tr>
<tr>
<td>Small GRAVEL</td>
<td>¾ inch to No. 4 Sieve</td>
</tr>
<tr>
<td>Coarse SAND</td>
<td>No. 4 Sieve to No. 10 Sieve</td>
</tr>
<tr>
<td>Medium SAND</td>
<td>No. 10 Sieve to No. 40 Sieve</td>
</tr>
<tr>
<td>Fine SAND</td>
<td>No. 40 Sieve to No. 200 Sieve</td>
</tr>
<tr>
<td>SILT and CLAY</td>
<td>Passing No. 200 Sieve</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTROLLED CONSISTENCY</th>
<th>QU (tsf)</th>
<th>COHESIONLESS CONSISTENCY</th>
<th>RELATIVE DENSITY</th>
<th>N (bpf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Soft</td>
<td>Less than 0.3</td>
<td>Very Loose</td>
<td>0 - 4</td>
<td></td>
</tr>
<tr>
<td>Soft</td>
<td>0.3 to 0.6</td>
<td>Loose</td>
<td>4 - 10</td>
<td></td>
</tr>
<tr>
<td>Stiff</td>
<td>0.6 to 1.0</td>
<td>Firm</td>
<td>10 - 30</td>
<td></td>
</tr>
<tr>
<td>Tough</td>
<td>1.0 to 2.0</td>
<td>Dense</td>
<td>30 - 50</td>
<td></td>
</tr>
<tr>
<td>Very Tough</td>
<td>2.0 to 4.0</td>
<td>Very Dense</td>
<td>50 and over</td>
<td></td>
</tr>
<tr>
<td>Hard</td>
<td>4.0 and over</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MODIFYING TERM

Trace  1 - 10
Little 10 - 20
Some  20 - 35

PERCENT BY WEIGHT
**SOIL DESCRIPTIONS**

5" Bituminous Concrete

7" Crushed Stone Base

Very tough dark brown and gray silty CLAY, little sand, trace gravel, trace organic, moist (CL)

Hard brown and gray silty CLAY, little sand and gravel, moist (CL)

End of Boring at 15.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
Giese Road

**SOIL DESCRIPTIONS**

1. **Sample 1**
   - **Type:** SS
   - **N:** 10
   - **WC:** 22.1
   - **Qu:** 2.75*
   - **Depth:** 0.5
   - **Elevation:** 771.5
   - **Soil Description:**
     - 6" Bituminous Concrete
     - 8" Crushed Stone Base
     - Very tough dark brown and gray silty CLAY, little sand, trace gravel, trace organic, moist (CL)

2. **Sample 2**
   - **Type:** SS
   - **N:** 6
   - **WC:** 20.5
   - **Qu:** 2.35
   - **Depth:** 1.2
   - **Elevation:** 770.8
   - **Soil Description:**
     - Very tough to hard brown and gray silty CLAY, little sand and gravel, occasional sand seams, moist (CL)

3. **Sample 3**
   - **Type:** SS
   - **N:** 14
   - **WC:** 18.5
   - **Qu:** 4.33
   - **Depth:** 3.0
   - **Elevation:** 769.0
   - **Soil Description:**
     - Very tough gray silty CLAY, little sand and gravel, moist (CL)

4. **Sample 4**
   - **Type:** SS
   - **N:** 20
   - **WC:** 16.5
   - **Qu:** 4.0*
   - **Depth:** 10.5
   - **Elevation:** 761.5
   - **Soil Description:**
     - End of Boring at 15.0'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

---

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

Ward 1 Storm Sewers, Kirk to Raddant Road, Batavia, IL

WBK Engineering, LLC, Aurora, IL

DRILL RIG NO. 256

ELEVATIONS
GROUND SURFACE 775.5
END OF BORING 763.0

WATER LEVEL OBSERVATIONS
\( \checkmark \) WHILE DRILLING 8.0'
\( \triangle \) AT END OF BORING 10.0'
\( \nabla \) 24 HOURS

SOIL DESCRIPTIONS

<table>
<thead>
<tr>
<th>SAMPLE NO.</th>
<th>TYPE</th>
<th>WC</th>
<th>Qu</th>
<th>( Y_{DRY} )</th>
<th>DEPTH</th>
<th>ELEV.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SS</td>
<td>8</td>
<td>21.8</td>
<td>0.75*</td>
<td>106</td>
<td>775.2</td>
</tr>
<tr>
<td>2</td>
<td>SS</td>
<td>4</td>
<td>25.9</td>
<td>0.5*</td>
<td>94</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SS</td>
<td>3</td>
<td>25.6</td>
<td>0.5*</td>
<td>99</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>SS</td>
<td>20</td>
<td>15.8</td>
<td>4.5*</td>
<td>8.0</td>
<td>767.5</td>
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<tr>
<td>5</td>
<td>SS</td>
<td>17</td>
<td>16.8</td>
<td>3.5*</td>
<td>10.5</td>
<td>765.0</td>
</tr>
</tbody>
</table>

FILL - Black clayey TOPSOIL (OL)

FILL - Brown, black and gray silty CLAY, little sand, trace gravel, trace organic, very moist (CL)

Hard brown and gray silty CLAY, little sand and gravel, occasional sand seams, moist (CL)

Very tough gray silty CLAY, little sand and gravel, moist (CL)

End of Boring at 12.5'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
### WATER LEVEL OBSERVATIONS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>DEPTH</th>
<th>ELEV.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.5</td>
<td>777.5</td>
<td></td>
</tr>
<tr>
<td>3.0</td>
<td>775.0</td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>772.5</td>
<td></td>
</tr>
<tr>
<td>8.0</td>
<td>770.0</td>
<td></td>
</tr>
</tbody>
</table>

### SOIL DESCRIPTIONS

- **FILL - Black clayey TOPSOIL (OL)**
- **FILL - Brown and gray silty CLAY, little sand and gravel, moist (CL)**
- Very tough brown and gray silty CLAY, little sand, trace gravel, moist (CL)
- Hard brown and gray silty CLAY, little sand and gravel, moist (CL)
- Very tough gray silty CLAY, little sand and gravel, moist (CL)

End of Boring at 12.5'

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
### SOIL DESCRIPTIONS

<table>
<thead>
<tr>
<th>Depth</th>
<th>Soil Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.5</td>
<td>6&quot; Bituminous Concrete</td>
</tr>
<tr>
<td>1.2</td>
<td>8&quot; Crushed Stone Base</td>
</tr>
<tr>
<td></td>
<td>Hard brown and gray silty CLAY, little sand and gravel, occasional sand seams, moist (CL)</td>
</tr>
</tbody>
</table>

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
### Project Details:

**Project:** Ward 1 Storm Sewers, Kirk to Raddant Road, Batavia, IL  
**Client:** WBK Engineering, LLC, Aurora, IL  
**Job:** L-86,460

### Boring Details:

- **Boring No.:** 6  
- **Date Started:** 3-31-17  
- **Date Completed:** 3-31-17  
- **Drill Rig No.:** 275

### Elevation:

- **Ground Surface:** 790.5  
- **End of Boring:** 778.0

### Soil Descriptions:

<table>
<thead>
<tr>
<th>Distance Below Surface (in feet)</th>
<th>Soil Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>7'' Bituminous Concrete</td>
</tr>
<tr>
<td>0.6</td>
<td>5'' Sand and Gravel Base</td>
</tr>
<tr>
<td>1.0</td>
<td>FILL - Gray silty SAND and GRAVEL, very moist (SM/GM)</td>
</tr>
<tr>
<td>2.0</td>
<td>Tough dark brown silty CLAY, trace sand, trace organic, very moist (CL/CH)</td>
</tr>
<tr>
<td>3.0</td>
<td>Hard brown and gray silty CLAY, little sand and gravel, occasional sand seams, moist (CL)</td>
</tr>
<tr>
<td>5.5</td>
<td>End of Boring at 12.5'</td>
</tr>
</tbody>
</table>

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

### Water Level Observations:

- **While Drilling:** 5.5'  
- **At End of Boring:** 8.0'  
- **24 Hours:** 8.0'
**SOIL DESCRIPTIONS**

<table>
<thead>
<tr>
<th>SAMPLE NO.</th>
<th>TYPE</th>
<th>N</th>
<th>WC</th>
<th>Qu</th>
<th>Y_DRY</th>
<th>DEPTH</th>
<th>ELEV.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SS</td>
<td>15</td>
<td>13.4</td>
<td>4.5*</td>
<td>0.6</td>
<td>777.4</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SS</td>
<td>7</td>
<td>19.2</td>
<td>1.5*</td>
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<td>776.9</td>
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<td>SS</td>
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<td>29.5</td>
<td>0.5*</td>
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<td>775.0</td>
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<td>11</td>
<td>16.4</td>
<td>1.75*</td>
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</tbody>
</table>

- **7" Bituminous Concrete**
- **6" Crushed Stone Base**
- **FILL - Brown and gray silty CLAY, little sand and gravel, moist (CL)**
- **FILL - Brown, black and gray silty CLAY, little sand, trace gravel, trace organic, very moist (CL)**
- **Very tough to tough gray silty CLAY, little sand and gravel, occasional sand seams, moist (CL)**
- **End of Boring at 12.5'**

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
Lexington Lane

**Ward 1 Storm Sewers, Kirk to Raddant Road, Batavia, IL**

**WBK Engineering, LLC, Aurora, IL**

**BOURING** 8  **DATE STARTED** 3-31-17  **DATE COMPLETED** 3-31-17  **JOB** L-86,460

**GROUND SURFACE** 778.5  **END OF BORING** 766.0

**WATER LEVEL OBSERVATIONS**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>DEPTH</th>
<th>ELEV.</th>
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<tbody>
<tr>
<td>Dry</td>
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**SOIL DESCRIPTIONS**

<table>
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<tr>
<th>SAMPLE NO.</th>
<th>TYPE</th>
<th>N</th>
<th>WC</th>
<th>Qu</th>
<th>Y_DRY</th>
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<tbody>
<tr>
<td></td>
<td>SS</td>
<td>7</td>
<td>22.8</td>
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<td>2.25*</td>
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<td>778.0</td>
<td>6&quot; Bituminous Concrete</td>
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<td>8</td>
<td>17.4</td>
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<td>2.42</td>
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<td>6&quot; Sand and Gravel Base</td>
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<td></td>
<td>SS</td>
<td>12</td>
<td>18.7</td>
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<td>3.5*</td>
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<td>Very tough dark brown and gray silty CLAY, little sand, trace gravel, trace organic, moist (CL)</td>
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<td></td>
<td>SS</td>
<td>14</td>
<td>17.6</td>
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<td>4.5*</td>
<td>10.5</td>
<td>768.0</td>
<td>Very tough gray silty CLAY, little sand and gravel, moist (CL)</td>
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<td>SS</td>
<td>11</td>
<td>13.1</td>
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<td>3.0*</td>
<td>15.5</td>
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<td>End of Boring at 12.5'</td>
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- Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

- Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.
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<th>SAMPLE NO.</th>
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<td>3</td>
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<td>5</td>
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### Water Level Observations

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<tr>
<th>TYPE</th>
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<tr>
<td>24 HOURS</td>
<td>Dry</td>
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<tr>
<td>AT END OF BORING</td>
<td>Dry</td>
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### Soil Descriptions

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<th>SAMPLE NO.</th>
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<th>DEPTH ELEV.</th>
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<tr>
<td>1</td>
<td>SS</td>
<td>11</td>
<td>28.5</td>
<td>2.0*</td>
<td>0.3 779.2</td>
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<tr>
<td>2</td>
<td>SS</td>
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<td>4</td>
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<td>22</td>
<td>16.5</td>
<td>4.5+*</td>
<td>5.5 774.0</td>
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<td>19</td>
<td>16.8</td>
<td>4.5+*</td>
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</table>

**Soil Descriptions:**
- **4" Bituminous Concrete**
- **8" Sand and Gravel Base**
- Very tough dark brown silty CLAY, trace sand, trace organic, moist (CL/CH)
- Tough brown and gray silty CLAY, little sand, trace gravel, moist (CL)
- Hard brown and gray silty CLAY, little sand and gravel, moist (CL)

**End of Boring at 12.5’**

* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
NOTE: GROUND SURFACE ELEVATIONS AT THE BORINGS WERE ACQUIRED BY TSC USING A TRIMBLE R8 GNSS RECEIVER, BEING ROUNDED TO THE NEAREST 0.5 FOOT.
TO: Committee of the Whole – City Services
FROM: Scott A. Haines, Public Properties and Services Superintendent
DATE: April 8, 2021
RE: Resolution 21-032-R: Authorization to Purchase a 2021 Avant 760i Tractor with Multiple Attachments for $95,647.92

Summary
The Public Properties and Services Division is recommending the purchase of a 2021 Avant 761i tractor with front-mounted attachments to use for winter operations and forestry operations.

Background
The new tractor will replace a 2005 Trackless unit with broom and snow blower attachments. This unit is heavily relied upon for downtown winter operations, and it has reached the end of its useful life. It is currently not operational in its current state, with some very expensive repairs needed. The replacement of this unit was included in the 2021 budget in the amount of $150,000.00. We have looked at a few different-sized types of units to replace the Trackless and have settled on the Avant. We feel this unit provides adequate power for our operation, in addition to the availability of countless attachments for various tasks. This unit is primarily used in the downtown area for winter operations, and it will also be utilized in our forestry operation. Staff plans to sell the Trackless with attachments on Public Surplus after the new unit is received.

Proposals
The proposal from Alta Equipment Company utilizes the GSA purchasing cooperative. We have used this process a several times over the years, and staff feels it was cost effective. Alta Equipment of South Elgin, Illinois, is the local dealer for the Avant unit.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<tr>
<td>2021 Avant 760i Tractor</td>
<td>$73,013.00</td>
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<tr>
<td>Attachments</td>
<td>$22,634.92</td>
</tr>
<tr>
<td>Total Expense</td>
<td>$95,647.92</td>
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</table>

Staff Recommendation
The tractor is priced utilizing GSA, though the attachments are not; however, the attachments have been discounted by the vendor at the same rate the same as the tractor. With that said, it is necessary to waive formal bidding for this purchase. Staff recommends the purchase of a 2021 Avant 760i tractor with attachments for an amount not to exceed $95,647.92.
Memo to Committee of the Whole
April 8, 2021
Resolution 21-032-R
Page Two

Recommended Committee and City Council Action

Motion 1: Waive formal bidding for the purchase of the 2021 Avant 760i tractor and attachments

Motion 2: Approve Resolution 21-032-R, authorizing the purchase of a 2021 Avant 760i with attachments for an amount not to exceed $95,647.92 from Alta Equipment Company of South Elgin, Illinois
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-032-R

AUTHORIZING THE PURCHASE OF
ONE 2021 AVANT 760I TRACTOR WITH MULTIPLE ACCESSORIES
FROM ALTA EQUIPMENT COMPANY OF SOUTH ELGIN, ILLINOIS
IN THE AMOUNT OF $95,647.92

WHEREAS, the City of Batavia has determined the need for a replacement tractor for the Public Properties and Services Division; and

WHEREAS, the tractor will be purchased from Alta Equipment Company through the GSA purchasing cooperative; and

WHEREAS, the accessories will be purchased from Alta Equipment Company at a discounted rate;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. That the Mayor and City Clerk are hereby authorized to purchase one 2021 Avant 760i Tractor with multiple accessories from Alta Equipment Company of South Elgin, Illinois, in the amount of $95,647.92.
PRESENTED to the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 19th day of April, 2021.

Jeffery D. Schielke, Mayor

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VOTE:  
Total holding office: Mayor and 14 aldermen

ATTEST:

Ellen Posledni, City Clerk
April 5, 2021

City of Batavia
101 N. Island Ave
Batavia, IL 60510-1930
P: (630) 454 - 2000

Alta Equipment is pleased to provide you a quote on Avant 760 – A21730 (ref: SN 101886). The unit is equipped as follows:

- Kohler KDI 1903 TCR, 57hp, 3-cyl diesel, US Tier 4 engine
- Tachometer, Hour meter, Thermometer & Fuel gauge
- Hydrostatic direct four wheel drive with four drive motors
- Two drive speed areas
- Hyd. Pilot operated variable displacement pump
- OPTIDRIVE drive system
- Hydraulic oil cooler
- Aux. hydraulics : 2 pumps, max 21.1 gal/min
- Hydraulic multi connector
- 8 function joystick
- ROPS safety frame w/ FOPS canopy
- Heated suspension seat w/ arm rests and seat belt
- Drive release valve (differential lock)
- Toggle switched hyd. parking brake
- Telescopic boom
- Self-leveling hyd. boom
- Integrated rear weight 375 lbs
- 2 front head lights
- Backup warning beeper
- Max. drive speed 18.6 mph
- 400/50-15 wheels
- Cab DLX with A/C on the roof
- Anti-slip OPTIDRIVE
- OptiControl attachment control switch pack
- Smooth drive, 760
- Rear Back weight w/ handle 64 lbs
- Engine block heater
- Wheel Hub tie down
- Rear side weight kit 397 lbs
- Full manufacturer warranty

* Municipal pricing requires copy of purchase order

List price: $82,970.00
-12% muni. discount: $9,957.00
Quote total: $73,013.00

Authorization: 

Thank you for this opportunity,

Tim Murphy
Municipal Sales Representative
P: (630) 258-8384
E: timothy.murphy@altg.com
April 5, 2021

City of Batavia
101 N. Island Ave
Batavia, IL 60510-1930
P: (630) 454 - 2000

Alta Equipment is pleased to provide you a quote on Avant 760/755i attachments equipped as follows:

- (A36476) XL light material bucket 63" (21.5 cu ft struck cap) (27.5 cu ft heaped cap) $1,310.00
- (A36589) Pallet fork set 47.2" $820.00
- (A36346) Pallet fork bolt on back frame $150.00
- (A428062) Snow blower 60" series 3 $7,450.00
- (A430172) Snow blower electric throwing height adjustment $510.00
- (A438282) Stump grinder $4,550.00
- (A35284) Rotary broom 1500 59" with power angling (44 brush sections) $5,350.00
- (A37537) Root Grapple Bucket 51" $3,550.00
- QUANT. 5 (65414) Tires & Rims, 10 bolt 27/ 8.50-15 Tractor Profile $406.40 ea. / $2,032.00

* Municipal pricing requires
Copy of purchase order
* July lead-time*

List price: $25,722.00
-12% muni. Discount: $3,086.64
Quote total: $22,635.36

Authorization: _________________________

Thank you for this opportunity,

Tim Murphy
Municipal Sales Representative
P: (630) 258-8384
E: timothy.murphy@altgequipment.com
Ride in Kane is a public transportation service providing curb to curb bus or taxi service to seniors 65 and older, disabled individuals, and those with low income who qualify for the service in Kane County. Ride in Kane operates 24 hours a day, 365 days a year. The current cash fare is $4.00 for the first 10 miles of a trip and $1.50 per each additional mile over 10 miles.

Ride in Kane is administered by the Association for Individual Development, the grant recipient, in partnership with Pace Suburban Bus, Kane County and local municipalities, townships and social service agencies operating as local sponsors. Batavia’s share of the administrative and operating cost of the program is $80,000 per fiscal year. Our current agreement expires July 31, 2021.

The need continues for reduced fare rides for seniors, the disabled and low-income members in our community. Although there was a reduction in trios due to the pandemic, as vaccination becomes widely available, we expect to see ridership return to pre-COVID levels.

Staff recommends that the Committee of the Whole recommends approval by the City Council of RES 21-031-R Authorizing the Mayor and the Clerk to execute the renewal of the City’s contract with the Association for Individual Development.
CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-031-R

AUTHORIZING EXECUTION OF A RENEWAL AGREEMENT WITH THE ASSOCIATION FOR INDIVIDUAL DEVELOPMENT (AID) FOR THE RIDE IN KANE PROGRAM

WHEREAS, Ride in Kane is a public transportation service providing curb to curb bus or taxi service to seniors 65 and older, disabled individuals, and those with low income who qualify for the service in Kane County. Ride in Kane operates 24 hours a day, 365 days a year. The current cash fare is $4.00 for the first 10 miles of a trip and $1.50 per each additional mile over 10 miles. And,

WHEREAS, the Regional Transportation Authority, as designated recipient of federal New Freedom, 5310 and JARC funds has agreed to allow AID, as grantee, to apply for certain federal funds for the Ride in Kane Program, in accordance with the New Freedom, 5310 and JARC Program; the Technical Services Agreement between RTA and AID; and the application made to RTA by AID, and

WHEREAS, Ride in Kane Sponsors are Aurora Township, City of Elgin, Elgin Township, Association for Individual Development, Senior Services Association, Dundee Township Partners (East Dundee, Dundee Township, and Sleepy Hollow) City of Geneva, City of St. Charles, St. Charles Township, City of Batavia, Batavia Township, Village of South Elgin, Blackberry Township, Campton Township, Village of Campton Hills, Kane County, INC Board, NFP, Pace Suburban Bus, and Hesed House (collectively referred to as “Ride in Kane Sponsors”), and

WHEREAS, Ride in Kane Sponsors requested and AID has agreed to make application to the Federal Transit Administration for a Federal Fiscal Years 2021-2023 Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities and, which will fund the federal portion of Ride in Kane Service; And,

WHEREAS, under the New Freedom, 5310 and JARC the federal share of eligible capital/mobility management and planning costs may not exceed 80 percent of the net cost of the project and the federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the project; And,

WHEREAS, Ride in Kane Sponsors agree to fund the local share/non federal portion of the New Freedom, 5310 and JARC grants. And,

WHEREAS, the City agrees to satisfy a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders by committing funds in the amount of $105,000 (of which $25,000 is Pace Subsidy) each fiscal year; And,
WHEREAS, AID as Grantee of New Freedom, 5310 and JARC Funding has agreed to enter into an Agreement with PACE in order for PACE to provide the services more specifically set forth herein; And,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia, Kane & DuPage Counties, Illinois, as follows:

Section 1: That the Mayor and City Clerk are authorized to execute the contract documents with the Association for Individual Development, attached as EXHIBIT A.

PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

APPROVED by the Mayor of the City of Batavia, Illinois, this 19th day of April, 2021.

Jeffery D. Schielke, Mayor

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Mayor Schielke

VOTE: Ayes Nays Absent Abstention(s)

Total holding office: Mayor and 14 aldermen

ATTEST:

Ellen Posledni, City Clerk
RIDE IN KANE
NEW FREEDOM/JARC and 5310 SERVICE AGREEMENT
Phase 19 through 20
Projected Service dates: August 2021 through August 2023

THIS AGREEMENT is made this ___ day of ______, 2021, by and in between the Association for Individual Development (hereinafter referred to as “AID”) and the City of Batavia (hereinafter referred to as “the City”).

"WHEREAS, the Regional Transportation Authority, as designated recipient of federal New Freedom, 5310 and JARC funds has agreed to allow AID as grantee, to apply for certain federal funds for the Ride in Kane Program, in accordance with the New Freedom, 5310 and JARC Program; the Technical Services Agreement between RTA and AID; and the application made to RTA by AID;"

WHEREAS, Ride in Kane Sponsors are Aurora Township, City of Elgin, Elgin Township, Association for Individual Development, Senior Services Association, Dundee Township Partners, City of Geneva, City of St. Charles, St. Charles Township, City of Batavia, Batavia Township, Village of South Elgin, Blackberry Township, Campton Township, Village of Campton Hills, INC Board, NFP, Pace Suburban Bus, and Hesed House (collectively referred to as “Ride in Kane Sponsors”).

WHEREAS, Ride in Kane Sponsors requested and AID has agreed to make application to the Federal Transit Administration for a Federal Fiscal Years 2021-2023 Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities and, which will fund the federal portion of Ride in Kane Service;

WHEREAS, under the New Freedom, 5310 and JARC the federal share of eligible capital/mobility management and planning costs may not exceed 80 percent of the net cost of the project and the federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the project;

WHEREAS, Ride in Kane Sponsors agree to fund the local share/non federal portion of the New Freedom, 5310 and JARC grants.

WHEREAS, the City agrees to satisfy a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders by committing funds in the amount of $105,000 (of which $25,000 is Pace Subsidy) each fiscal year;

WHEREAS, AID as Grantee of New Freedom, 5310 and JARC Funding has agreed to enter into an Agreement with PACE in order for PACE to provide the services more specifically set forth herein;

WHEREAS, the Ride in Kane Sponsors agree to comply and cooperate with all applicable provisions of the New Freedom, 5310 and JARC Program Guidance and Application Instructions as set forth in Federal Transit Administration Circular C 9045.1 and Circular C 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth thereto;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Description of Service: The Ride in Kane services are described in Exhibit A attached hereto and made a part hereof. PACE shall be responsible for providing all transportation services in connection with the Ride in Kane Program.
2. **Service Parameters:** The City agrees to ensure that the service parameters for their eligible riders in Ride in Kane shall be in compliance with the goals and objectives of the FTA 5310 program and FTA C 9045.1 and FTA 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth herein. Any change in the service parameters must be in compliance with the FTA 5310 program regulations. In addition, the City agrees to comply and cooperate with all applicable provisions of the FTA 5310 program regulations, FTA 49 U.S.C Section 5317 and U.S.C. Section 5136 is incorporated by reference and made a part of this Agreement as though fully set forth herein.

3. **Term:** This Agreement shall remain in effect for as long as there are sufficient funds to support the service unless either party terminates the agreement pursuant to paragraph 7. Any party may terminate this Agreement in accordance with paragraph 7.

4. **Billing:** As invoicing agent, Pace shall bill monthly, the City a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders; the City agrees to make payment to Pace due within thirty days of receipt of billing. Payment shall be sent to:
   
Pace Suburban Bus Services  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attn: Accounting Department

Outstanding payment obligations due and owing shall survive termination of this Agreement.

5. **Reporting:** The City agrees to provide AID a copy of the monthly invoice for services received from Pace along with a copy of proof of payment. Pace shall provide reports to AID, Kane County, and RIK Sponsors as described in Exhibit B attached hereto.

6. **Service Provision:** Neither Pace nor AID shall be responsible for any failure to provide the Service due to circumstances beyond the control of Pace. It shall be the sole responsibility of Pace to make every reasonable effort to restore Service as soon as practical under the circumstances. Pace shall have the right to make minor revisions to the Service during the term of this Agreement upon written notification to and concurrence by AID. AID shall not be held responsible for any failure of PACE to provide service due to circumstances beyond the control of AID.

7. **Termination:** Either party may terminate this agreement with forty-five (45) days written notice. However, outstanding payments due and owing shall survive termination of the agreement.

8. **Complete Agreement:** This Agreement constitutes the entire agreement between the parties hereto. Any proposed change to this Agreement shall be submitted to AID for its prior approval. No modification, addition or deletion to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

9. **Notice:** Any notice under this Agreement shall be in writing and shall be given in the following manner:
10. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties submit to the exclusive jurisdiction and venue of the state courts of Kane County, Illinois for any dispute arising out of or related to this Agreement.

11. **Severability:** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

12. **Assignment:** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party. It is, however, anticipated that Kane County will become the duly authorized grantee of 5310 funds at some point prior to the effective date of the next phase of funding. All commitments set forth in this agreement will remain in full force and effect.

13. **Authority:** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement and bind the Party for whom they sign.

14. **Compliance with Policies and Procedures.** The City hereby agrees to adhere to all Ride in Kane Program policies and procedures as determined by AID, PACE, and the Regional Transportation Authority (the "RTA").

15. **Miscellaneous.**

   A. The City acknowledges that it if makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or to the State of Illinois in connection with the Ride in Kane Program, they reserve the right to impose on the Sponsor the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate.

   B. The City acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The City acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified, or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, 3) the successor to the law resulting from recodification or similar reorganizing of laws and 4) all future laws pertaining to the same or similar subject matter.

**IN WITNESS WHEREOF:** the parties hereto have caused the Agreement to be made effective as the date set forth above and executed by their duly authorized officials.
Exhibit A – Ride in Kane  
TRANSPORTATION SERVICES

**TYPE OF SERVICE:** Demand Response service. Service levels will not exceed limits dictated by funding levels stipulated in this agreement.

**SERVICE OPERATED BY:** Contractors including: Private Paratransit providers, Taxi Cab Companies, Other Qualified Providers of Transportation services.

**MOBILITY MANAGEMENT:** Private Contractor will provide a mobility management service. This includes operations of a central call center for service access by consumers, data management and trip management. Mobility management may include passenger assessments for the purpose of travel planning and passenger training.

**TRIP RESERVATION METHOD:** Reservations shall be accepted at the Pace central call center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace.

Trips, which previously were provided as subscriptions, will continue to be provided as subscriptions, as defined and approved by Pace.

Trips requested with less than one (1) day but more than four (4) hours advance notice from the desired pick up time may be honored to the extent that the request can be accommodated within the framework of the day’s schedule. Trip requests having over one (1) day notice from the desired pick up time shall be accommodated.

**SERVICE MODE:** A transit vehicle, either a paratransit bus or taxi, will be deployed that is identified to be the most cost effective, efficient and appropriate to provide service.

**SERVICE AREA:** Trips shall be provided within the AID area and surrounding counties as authorized by the AID.

**SERVICE HOURS:** Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

**FARE STRUCTURE:** $ 4.00 per one-way trip up to ten (10) miles; $ 1.50 per 1 mile thereafter; Airport fares at the established discount fare, or as determined by the Sponsors.

**RIDER ELIGIBILITY:** The Sponsor shall be responsible for determining and retaining records of rider eligibility in accordance with 5310, JARC and NEW FREEDOM funding eligibility requirements and provide the information on eligible riders to AID upon request.
Exhibit B – Ride in Kane
REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride in Kane project.

1. **Detailed Funding Source (Sponsor) Report**

   The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride in Kane funding sources (sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

   The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

   Plans call for the report to be sorted by provider, funding source, rider, and fare type.

2. **Monthly Source (Sponsor) Invoice Report**

   The intent of this report is to produce one or more summary reports of trips delivered for each funding sources (sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

   Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, and liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and provider needs. The report may be broken into one or more additional reports if that design is more useful.

   Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. **Missed Trip Report**

   The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride in Kane service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **On-Time Performance Report**

   The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late, the Ride in Kane service guideline defining a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.
5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

**Ridership by Category Report** – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

**Client Trip List Report** - A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding sources.

**Customer Feedback Report** – A summary of issues reported by consumers including sponsor, provider, issue, status.

**Ride in Kane Comparison** - A summary comparing prior two years data including trip count, registrations, gross cost per trip average, sponsor cost per trip average, trip mileage, and ADA trips.

**Future Needs** – Additionally reports may be designed as needed by Pace, Ride in Kane Sponsors, and with the input of the AID Paratransit Coordinating Council.
TO: Dan Chanzit, Chairman, Government Services Committee
FROM: Laura Newman, City Administrator
DATE: April 9, 2021

According to the terms of the Third Amended and Restated Redevelopment Agreement between 1 N. Washington, L.L.C. and the City of Batavia (the RDA), the Developer and its lender are required to enter into an agreement that provides the city with access to the redevelopment site for the purpose of completing the project in the event of Developer Default. This resolution seeks authorization for execution of the Access Agreement.

Although not required under the RDA, the Developer’s lender, Fifth Third Bank, is requiring that the City be a party to the Access Agreement to formalize the rights and obligations of all three parties should the Access Agreement need to be invoked. It should be noted also that the bank, as further described in the Access Agreement has the right to complete the project itself utilizing the proceeds of the performance bond if it so chooses, but only after such time as it has made its first disbursement under the construction loan to the Developer.

Execution of the Access Agreement is both a requirement of RDA and required by Fifth Third as a condition of providing financing for the One Washington Place redevelopment project. If the Developer is unable to secure construction financing for the private portion of the project, this is an allowable cause for Developer to terminate the RDA.

The One Washington Place project will provide a 331-space public parking facility, an additional 16,000 square feet of commercial space and 186 luxury apartments. Adding hundreds of new residents to our downtown will be a game changer for the variety and number of businesses that a large mixed-use development like One Washington Place can provide. It is the fulfillment of the redevelopment objectives for TIF #6, taking what had been deteriorating blighted buildings and land and turning them into a new and valuable use through public/private partnership that is expected to create an additional $1,000,000 in equalized assessed value.

With the approval of the Access Agreement, the Developer can now move forward with creating the construction drawings needed for the building permit application.

Staff recommends the Committee of the whole recommends approval by the City Council of Resolution 21-033-R, Authorizing Execution of an Access Agreement between Fifth Third Bank, National Association, 1 N. Washington, L.L.C., and the City of Batavia, Illinois.
WHEREAS, the City Council approved ORD 20-51 Authorizing Execution Of The Third Amended And Restated Redevelopment Agreement For One Washington Place (the “RDA”) with 1 N. Washington, L.L.C. (the “Developer”); and

WHEREAS, the RDA requires the Developer to provide an Access Agreement from its Lender that provides the City with the right to access the development property to complete the project in the event of the Developer’s failure to complete the project according to the schedule agreed upon in the RDA; and

WHEREAS, the Developer’s lender, Fifth Third Bank, National Association (the “Lender”), requires the City to be a party to the Access Agreement and to grant to the Lender the right to complete the project itself in a position ahead of the City and utilizing the resources provided by the surety of the performance bond; and

WHEREAS, the City will retain the right to complete the project ahead of the Lender in the case where the Lender has made less than $100,000 of disbursements; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION ONE: The City Administrator is authorized to execute the Access Agreement attached hereto as Exhibit 1.
PRESENTED to and PASSED by the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 19th day of April, 2021.

____________________________
Ellen Posledni, City Clerk

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Mayor Schielke

VOTE: Ayes Nays Absent Abstentions

Total holding office: Mayor and 14 aldermen

ATTEST:

___________________________________
Ellen Posledni, City Clerk
ACCESS AGREEMENT

This Access Agreement (the “Agreement”) is dated as of April __, 2021, by and between the CITY OF BATAVIA, an Illinois municipal corporation (the “City”), FIFTH THIRD BANK, NATIONAL ASSOCIATION (the “Lender”), and 1 N. WASHINGTON, L.L.C., an Illinois limited liability company (the “Developer”) (collectively, the City, Lender, and Developer are referred to herein as the “Parties”).

RECITALS

A. As of the date of this Agreement, the City owns the real property commonly known as 1 North Washington Ave., Batavia, Illinois and more particularly described and/or depicted on the attached Exhibit A and also known as the Washington Square Development Site (the “Property”).

B. On or about August 17, 2020, the City passed Ordinance No. 20-51 approving the Third Amended and Restated Redevelopment Agreement by and between the City and the Developer (the “RDA”), a Memorandum of which is recorded with the Kane County Recorder of Deeds as document #2020K054734.

C. The RDA is intended to facilitate a public-private partnership and governs the redevelopment of the Property and construction by Developer of (i) a public parking facility (the “Parking Facility”) and certain other public improvements set forth in the RDA (collectively with the Parking Facility, the “Public Improvements”); and (ii) a mixed use development containing both residential dwelling units and commercial space (the “Private Improvements” and collectively with the Public Improvements, the “Project”).

D. Prior to construction of the Project, the City plans to convey the Property to Developer.

E. Subject to final underwriting and certain other terms and conditions, Lender intends to make a loan to Developer (the “Loan”), the proceeds of which shall be used by Developer in furtherance of the Project. The Loan is to be secured by a first lien Construction Mortgage, Security Agreement, Fixture Filing, and Assignment of Leases and Rents (the “Mortgage”) and an Assignment of Leases and Rents (jointly with the Mortgage, the “Security Instruments”) which shall encumber the Property.

F. This Agreement is required pursuant to the terms of the RDA and as a condition precedent to Lender extending the Loan and is expressly contingent upon the Developer’s execution of the Loan Documents and the closing of the Loan.

AGREEMENT

1. Definitions. All capitalized terms used herein that are not otherwise defined herein shall be deemed to have that meaning set forth in the RDA. All other capitalized terms used and not otherwise defined in this Agreement shall have the following meanings.

   “City’s Completion Conditions” shall mean the conditions to the City’s exercise of its Completion Rights set forth in the attached Exhibit B.

   “City’s New Schedule” means the updated construction schedule for the City’s completion of the Project defined in the attached Exhibit B.
“Completion Bond” means the performance surety or surety instrument provided by Developer to the City in accordance with the RDA and in substantially the same form as set forth in Exhibit F thereto.

“Completion Default” means a failure by Developer to complete construction of the Project within forty-two (42) months from the date the construction permit is issued (excepting periods of delay that are beyond Developer’s control as set forth in Section 5.02 of the RDA).

“Completion Rights” means the rights set forth in Section 5.07(d) of the RDA upon a Completion Default to (i) demand and obtain from Developer access to the Property and (ii) complete construction of the Project at the City’s sole cost and expense or through the use, in whole or in part, of the Completion Bond.

“Construction Completion” means the date on which all of the following events have occurred: (i) construction of the Project is substantially complete, lien-free and defect free, to the reasonable satisfaction of the Lender and City and certificates of occupancy or the functional equivalent thereof issued by the City have been issued for the Project; (ii) the applicable architect has issued a certificate of completion in the form of AIA Document G704 or a substantially similar form reasonably acceptable to the Lender; and (iii) all amounts owing to all contractors, materialmen, suppliers, and any other party for the construction of the Project have been paid in full (subject only to holdbacks for “punch list items”, retention amounts, and liens which the Title Company has insured over as approved by Lender).

“Date-Down Endorsement” means an endorsement to Lender’s title policy insuring the Mortgage as a valid first, prior and paramount lien on the Property and deleting all exceptions and objections relating to any right to assert claims for mechanics’ liens on account of labor and/or materials furnished to the Property up to the date of the endorsement.

“Disbursement Date” means the day upon which the Lender makes its first disbursement of Loan proceeds pursuant to the Loan Documents.

“Loan Documents” shall mean all documents evidencing and/or securing the Loan, including without limitation the Security Instruments, a Promissory Note executed by Developer in the amount of the Loan, a Construction Loan Agreement, certain guaranties, and other related documents required by the Lender.

“Payment Obligations” means all payments due and owing to Lender pursuant to the Loan Documents, including without limitation principal and interest.

“Plans” means the detailed plans and specifications and/or project manual for the construction of the Project, prepared in accordance with the terms of the agreements by and between Developer and the architect and/or engineer approved by Lender under the Loan Documents, including any shop or field drawings made in furtherance thereof, together with any changes made therein.

“Surety” means the principal/obligor/issuer under the Completion Bond.

2. **RDA Provisions.**

(a) **Assignment by Developer.** The City consents to the Assignment notwithstanding any terms to the contrary contained in the RDA and represents and warrants that the RDA
contains all agreements between the City and Developer concerning the Property or the Project.

(b) **Modification/Enforcement/Termination of the RDA.** For so long as any obligations remain outstanding to Lender under the Loan Documents:

(i) All liens and security interests of the City in the Property shall be subordinate to the Security Instruments and Loan Documents;

(ii) The RDA shall not be terminated, amended, or modified in any material respect without the prior written consent of Lender, which consent shall not be unreasonably withheld;

(iii) The City shall not take any enforcement action in response to a default by Developer under the RDA until such time Lender has received written notice of such default and had a reasonable period of time in which to cure such default if it so chooses; and

(iv) The City shall not be entitled to exercise the right to terminate the RDA or to declare the Developer in default of the RDA as a result of a foreclosure or any other enforcement action filed by Lender in connection with an Event of Default under the Loan Documents.

3. **Loan & Construction Matters.**

(a) **Closing Conditions.** The Parties agree and acknowledge that Lender is under no commitment to make or close on the Loan until it has confirmed that all conditions to making the Loan between Lender and the Developer have been satisfied in Lender’s sole and absolute discretion, including without limitation:

(i) The City’s written consent to the collateral assignment from Developer to Lender of Developer’s rights under the RDA and to the granting and recording of the Security Instruments; and

(ii) Receipt of a fully executed copy of this Agreement.

(b) **Disbursement Conditions.** The Parties also agree and acknowledge that Lender shall not make the first disbursement of Loan proceeds for construction until it has confirmed that all conditions thereto set forth in the Loan Documents have been satisfied in Lender’s sole and absolute discretion, including without limitation all the following:

(i) receipt of written confirmation from the City’s City Administrator or his or her designee that there exists no default or event giving rise to a default under the RDA;

(ii) the entire amount of cash equity Developer is required by Lender to contribute to the Project has been disbursed in accordance with the Loan Documents;

(iii) receipt from Developer of a rider from the Surety under the Completion Bond reasonably acceptable to all Parties in favor of Lender, entitling Lender to the same rights and benefits as the City under the Completion Bond in the event Lender elects to take over construction of the Project pursuant to the terms hereof; and
(iv) construction on the Project has progressed in substantial accordance with the percentage of completion set forth in the applications for payment (AIA Form G702-G703) submitted by Developer to Lender.

(c) Assignment of Plans and Specifications. As part of the Loan closing, Developer shall assign the Plans to Lender and the City in order to allow either of them to complete the Project as set forth in this Agreement, the RDA, or, with respect to Lender, the Loan Documents, along with a consent thereto executed by the Architect and/or Engineer, as applicable.

4. **Completion Default; Completion Rights.**

(a) Notice of Default. Upon the occurrence of a Completion Default, the City shall provide written notice to Developer and Lender of such default (each, a “Completion Default Notice”).

(b) City’s Right to Complete. In the event that Lender informs the City that Payment Obligations of **$100,000.00 or less** remain outstanding as of the time it receives a Completion Default Notice, the City shall be entitled to exercise its Completion Rights: (i) at the City’s sole cost and expense or through the use, in whole or in part, of the Completion Bond; and (ii) without the requirement to satisfy the City’s Completion Conditions.

(c) Lender’s Right to Complete. From and after the Disbursement Date, in the event that Payment Obligations in excess of **$100,000.00** remain outstanding as of the time Lender receives a Completion Default Notice, then all of the following shall apply:

(i) Lender shall have thirty (30) days after its receipt of a Completion Default Notice to provide written notice to the City that Lender intends to seek the appointment of a Receiver to take over and finish the Project.

(ii) Thereafter, Lenders shall have forty-five (45) days after the City’s receipt of such notice from Lender in which to: (A) file a lawsuit to foreclose the Mortgage and (B) in connection therewith, seek the appointment by the court of a court-appointed receiver (a “Receiver”) for the Property.

(iii) In the event either that (A) a Receiver is not appointed within forty-five (45) days after the filing of Lender’s foreclosure lawsuit or (B) Lender has decided not to move forward with the Project, Lender may notify the City that it no longer intends to seek a Receiver or to finish the Project. In such event, the City would be entitled to exercise its Completion Rights under the terms of this Agreement following delivery of written notice thereof to Lender and Developer.

(iv) If a Receiver is appointed, Lender and/or the Receiver will have thirty (30) days from the date of such appointment in which to (A) evaluate the status of the Project and the condition of the Property; (B) determine, in consultation with Lender, how best to proceed; and (C) either (1) re-commence construction of the Project and/or (2) provide a revised reasonable construction schedule for the entire Project (the “Lender’s New Schedule”) for the City’s review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. The approved Lender’s New Schedule would replace any and all deadlines or schedules set forth in the RDA for construction of the Project.
(v) All deadlines for performance by Lender under the RDA or this Agreement shall be extended as reasonably necessary to comply with any terms of this Agreement or any terms or conditions of the RDA expressly assumed by Lender’s Receiver hereunder, including without limitation to allow Lender and/or Receiver to obtain court approval as necessary for such compliance.

(vi) Lender’s decision whether to complete the Project shall be in its sole and absolute discretion.

(vii) The City may elect to pay to the Lender the entire outstanding Payment Obligations. Upon receipt of such payment in readily available funds, (A) Lender’s right to complete the Project would terminate and; (B) Lender and the City would cooperate with each other to do all things reasonably necessary to transition control of the Project to the City, including without limitation obtaining any necessary court approvals; and (C) promptly thereafter, Lender would release the Security Instruments. All reasonable costs related to transitioning control of the Project to the City under this provision shall be payable by the City.

(viii) The Developer and the City shall take all steps reasonably necessary to provide Lender access to the Property in the event that the Lender undertakes to complete the Project.

(d) Construction by Lender. In the event that Lender elects to complete the Project:

(i) The Lender, through a Receiver shall comply with all material terms and conditions of the RDA related to construction of the Project, including without limitation Sections 1.05, 1.06, 1.07, 1.09, 1.10, and 1.11 of the RDA;

(ii) Except as expressly set forth above, the Receiver shall assume no other obligations under the RDA, including without limitation any indemnity obligations to City thereunder;

(iii) Lender, through a Receiver, shall be entitled to all the rights and benefits of Developer under the RDA with respect to the Project, including without limitation (i) the right to receive reimbursement from the City of all undisbursed TIF Reimbursable Costs up to the Maximum Reimbursable Amounts; and (ii) the reasonable cooperation in construction of the Project, including without limitation (x) securing the payment for the costs of Lender’s completion of the Project under the Completion Bond and (y) issuing all required permits and certificates required for the Project, including without limitation certificates of occupancy for the Parking Facility and Private Improvements; and

(iv) After substantial completion of the Project and the recording of the Declaration, the Parking Facility shall be conveyed to the City as set forth in Section 1.10 the RDA.

(e) Notwithstanding anything to the contrary herein, if the City or Lender decides to invoke the Completion Bond, all Parties acknowledge that: (i) the Surety may choose to complete the Project itself or instead to reimburse the City or Lender/Receiver; and (ii) in either scenario, the Parties agree to cooperate with all reasonable requirements of the Surety.
5. **Breach by Lender.** Upon the occurrence of any of the following events: (a) Lender or the Receiver discontinues or abandons construction for more than thirty (30) days or otherwise fails to adhere materially to Lender’s New Schedule; (ii) Construction Completion is not achieved on or before the completion deadline set forth in the Lender’s New Schedule; or (iii) Lender or the Receiver fails to comply with any other terms of this Agreement, then upon Lender’s failure to remedy any such breach within thirty (30) days’ written notice thereof, the City shall be entitled to exercise its Completion Rights upon Lender’s failure to remedy any such breach within thirty (30) days’ written notice thereof to Lender and the Receiver.

6. **Breach by City.** Upon the occurrence of any of the following events: (i) the City discontinues or abandons construction for more than thirty (30) days or otherwise fails to adhere materially to the City’s New Schedule; (ii) Construction Completion is not achieved on or before the completion deadline set forth in the City’s New Schedule; or (iii) the City fails to comply with any other terms of this Agreement or the City’s Completion Conditions, then upon the City’s failure to remedy any such breach within thirty (30) days’ written notice thereof, the City’s Completion Rights shall terminate and Lender, by itself or through a Receiver, shall have the right to take full possession of the Property, remove the City, its agents, and any of the City’s Contractors from the Property, and complete construction of the Project.

7. **Miscellaneous.**

   (a) **Deadlines.** As used herein, wherever the term “reasonable” is used to describe a period of time in which a party is entitled to take action, such period shall include the time necessary to allow Lender and/or Receiver to obtain any court approval necessary for such action.

   (b) **Assignment.** This Agreement is intended only to convey those rights and obligations under the RDA to Lender and City, as applicable, as expressly set forth or referenced herein. As to Lender, such rights and obligations are undertaken only in its role as lender and not as property owner or in any other capacity, and this Agreement does not limit or modify the RDA’s application or enforceability against the fee owner of the Property (whether Developer, Lender or its designee through foreclosure, or otherwise) except as expressly set forth herein.

   (c) **Release of Parking Facility.** Upon conveyance of the Parking Facility to the City under the terms and conditions of the RDA and this Agreement, Lender will, at Developer’s expense, deliver to Developer or to the City an instrument which if duly recorded would operate to release the Parking Facility from the lien of the Security Instrument, provided that all of the following conditions shall have been met: (i) the Public Improvements shall have been completed to the satisfaction of Lender and the City; and (ii) Lender shall have received, at Developer’s expense, a Date-Down Endorsement insuring the Mortgage as a valid first, prior and paramount lien on the Property, less and except the Parking Facility.

   (d) **Remedies.** No delay or failure to exercise any power or remedy shall impair any such right, power, or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therewith. Lender neither assumes nor has any obligations to declare an Event of Default under the Loan Documents, to seek the appointment of a Receiver, or to finish construction of the Project, the option to exercise such rights or declare an Event of Default resting in the sole and absolute discretion of Lender. Except as expressly set forth herein, Lender shall have no personal obligations or liabilities to the City or Developer with respect to the RDA, Project, Property, or Loan or any matter related thereto, and the City’s recourse against Lender, if any, shall be limited to its exercise of the Completion Rights in accordance with this Agreement and Lender’s interest in the Property.
(e) **Successors.** The terms of this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto, including without limitation any person or entity who purchases the Project in foreclosure or otherwise acquires Lender’s rights, title and interest in the Project, provided that Lender shall be released of any liability hereunder with respect to any act or omission that occurs after Lender sells or assigns Lender’s rights, title and interest in the Project to an unaffiliated person or entity.

(f) **Notice.** Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) sent by overnight express carrier, addressed in each case as follows:

To City:  
City of Batavia  
100 North Island Avenue  
Batavia, IL 60510  
Attn:  City Administrator – Laura Newman  
Email:  lnewman@cityofbatavia.net

With copies to:  
City of Batavia  
100 North Island Avenue  
Batavia, IL 60510  
Attn:  City Clerk – Ellen Posledni  
Email:  eposledni@cityofbatavia.net  
and  
Kevin G. Drendel  
111 Flinn Street  
Batavia, IL 60510  
Email:  KGD@batavialaw.com

To Developer:  
1 N. Washington, L.L.C.  
c/o Shodeen Group, L.L.C.  
77 North First Street  
Geneva, Illinois  60134  
Attn:  David Patzelt  
Email:  dave_patzelt@shodeen.com

With a copy to:  
Hoscheit, McGuirk, McCracken & Cuscaden, P.C.  
1001 E. Main St., Suite G  
St. Charles, IL 60174  
Attn:  Kate McCracken  
Email:  kate@hmcp.com

To Lender:  
Fifth Third Bank, National Association  
222 South Riverside Plaza, 31st Floor  
Chicago, Illinois  60606  
Attn:  Robert Macyauski  
Email:  robert.macyauski@53.com
or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next business day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third business day following the day sent or when actually received.

(g) **Conflict.** In the event of a conflict between this Agreement and the RDA, the terms of this Agreement shall control. In the event of a conflict between this Agreement and the Loan Documents, the terms of the Loan Documents shall control.

(h) **Amendments.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all requirements of law.

(i) **Third Party Beneficiaries/ Joint Venture.** As from the rights expressly provided to the City hereunder, no claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against any Parties hereto. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto.

(j) **JURY TRIAL WAIVER.** THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

(k) **Counterparts.** This Agreement may be executed in one or more counterparts, and by separate parties on separate counterparts, all of which shall constitute one and the same agreement. The signature of a party to any counterpart shall be sufficient to legally bind that party and the signature page(s) from any counterpart may be attached to any other counterpart in order to have a single document containing the signatures of all parties. This Agreement may be transmitted and/or signed by facsimile or e-mail transmission (e.g. “pdf” or “tif”). The effectiveness of any such signatures shall, subject to applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties to this Agreement.

(l) **Access by the City.** In the event that the City undertakes its Completion Rights pursuant to the RDA and this Agreement, Developer and Lender shall take all steps reasonably necessary to provide the City access to the Property, all at the expense of Developer and City.

(m) **RDA Obligation.** Notwithstanding anything to the contrary in this Agreement, if the Lender becomes fee title owner of the Property, this Agreement shall not
operate to limit or modify the RDA’s application or enforceability against Lender as fee owner.

(Signature pages to follow)
The Parties hereto have caused this Agreement as of the date first above written.

CITY:

CITY OF BATAVIA

By: ________________________________
Print: ________________________________
Title: ________________________________
LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: ________________________________
Print: ________________________________
Title: ________________________________
DEVELOPER:
1 N. WASHINGTON, L.L.C.,
an Illinois limited liability company
By: ________________________________
Print: ________________________________
Title: ________________________________
Exhibit A

Legal Description

LOT 1 OF ONE NORTH WASHINGTON PLACE CONSOLIDATION (RECORDED AS DOCUMENT NUMBER 2018K013299), PART OF BLOCK 7 IN THE ORIGINAL TOWN OF BATAVIA, ON THE EAST SIDE OF THE FOX RIVER, BEING PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 111-133 W. WILSON ST., 20 N. RIVER STREET, 1 N. WASHINGTON AV. (PINS 12-22-276-025 AND 12-22-276-026)
Exhibit B

City’s Completion Conditions

For so long as the Security Instruments remain of record against the Property and Payment Obligations remain outstanding to Lender in excess of $100,000.00, any exercise of the City’s Completion Rights shall be subject to all of the following conditions/requirements:

1. The City shall have provided to Lender within forty-five (45) days after the date that the City becomes entitled to exercise its Completion Rights, and Lender shall have approved (which such approval may not be unreasonably withheld), all of the following:

   (a) a line item budget for completion of the Project inclusive of all costs including, without limitation, all hard and soft costs of the Project and the sources of all funds required to pay all such costs;

   (b) a detailed construction plan, including any updated construction schedule for the entire Project (the “City’s New Schedule”), which shall include a proposed deadline for Construction Completion;

   (c) for any general contractor, project manager, architect, or engineer (each, a “Contractor”) that the City intends to engage other than those persons or entities approved by Lender under the Loan Documents, (i) a detailed resume of credentials and experience and (ii) financial statements for the prior two (2) fiscal years of any such proposed Contractor; and

   (d) any and all other information and documents reasonably requested by Lender.

2. The Security Instruments shall at all times be preserved as first priority liens against the Property, except with respect to liens and encumbrances expressly permitted by Lender at the closing of the Loan pursuant to the Loan Documents;

3. If requested by Lender, with each payment for construction, the City shall provide to Lender a Date-Down Endorsement;

4. All work will be at the City’s sole cost and expense and/or paid for with proceeds of the Completion Bond;

5. The City will keep the Lender regularly informed as to the status of construction, including, at a minimum, monthly construction progress reports, and shall allow Lender reasonable access to the Property to inspect construction, the status of the Project, and the Property;

6. The City shall maintain reasonable policies of insurance to Lender’ satisfaction, including without limitation:

   (a) a policy of general liability insurance for the City and each Contractor which names Lender as an additional insured;

   (b) builder’s risk insurance for the Property and Project; and

   (c) any other insurance policies for the Project reasonably required by the Lender.

7. The City’s work will be completed and constructed in accordance with all: (a) applicable laws and regulations; (b) reasonable requirements of Lender; and (c) material construction terms and conditions set forth in the Loan Agreement including without limitation the approval by Lender of any replacement general contractors; and
8. Upon Construction Completion, the City shall surrender possession of the Property and provide the following to Lender within sixty (60) days: (a) a Date-Down Endorsement; (b) as-built plans for the Project; (c) an as built survey showing the location of the completed Project; (d) written confirmation by the City that the Project has been completed in full to its satisfaction; and (e) full and complete unconditional lien waivers for all work completed or materials provided to the Project.