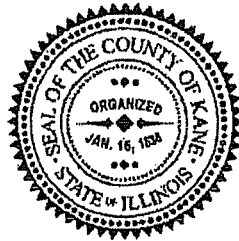


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Contract for Equipment and Construction Services

Resolution No.: 13-131

Bid 13-013 KDOT Fuel Delivery System Upgrade

Submitted by:

JIM HANSEN - PURCHASING

Dept. Head Signature:

Date Submitted:

5/30/13

Dept. Head Sign-off Date:

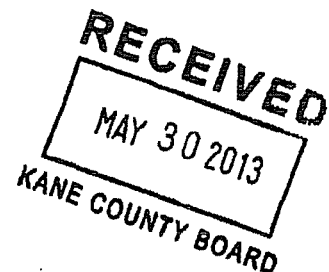
MAY 30, 2013

Examined by:

JOSEPH L. LIVES
(Print name)

(Signature)

5-30-13
(Date)



Post on the Web: ☒ YES ☐ NO ☐ Atty. Initials: PL

Comments:

Comments: The Division of Transportation requires this contract for the Fuel Delivery System Upgrade. The Kane County Board authorized the Chairman to enter into a contract per Resolution 13-131.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution 13-131, Purchasing Synopsis and Offer to Contract

Chairman signed: YES ☒

NO ☐

6/6/13
(Date)

Document returned to:

Jim Hansen
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 131

**APPROVING FUEL DELIVERY SYSTEM UPGRADE
KANE COUNTY DEPARTMENT OF TRANSPORTATION
(BID NUMBER 13-013)**

WHEREAS, bids were solicited and received by the Kane County Purchasing Department for the upgrade of the fuel delivery system (UST systems) for the Kane County Division of Transportation (KDOT) [hereinafter the "Project"]; and

WHEREAS, the lowest qualified bid for the Project was \$212,643.00 from Stenstrom Petroleum Services Group, 2422 Center Street, Rockford, Illinois 61108.


NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board to appropriate the not to exceed sum of Two Hundred Twenty Three Thousand Two Hundred Seventy Five Dollars (\$223,275.00) [including a 5% contingency] from Local Option Fund #304, Line Item #70120 (Special Purpose Equipment) to pay for said Project (fuel delivery system upgrade).

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
304.520.524.70120	Special Purpose Equipment	Yes	Yes	

Passed by the Kane County Board on May 14, 2013.

John A. Cunningham
Clerk, County Board
Kane County, Illinois



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

Yes

No

Voice

Abstentions

5FUELSYSTEMUPGRADE.4LH

21
0
0
0

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item # 13-131

☒ Resolution

Name Approving Fuel Delivery System Upgrade, KDOT (Bid Number 13-013)

☐ Ordinance

Presenter/Sponsor:

Tom Rickert - Deputy Director of Transportation

Budget Information: Was this item budgeted?

☒ Yes ☐ No ☐ N/A

Appropriation Amount: \$223,275.00

If not budgeted,
explain funding
source

SUMMARY: Kane County Purchasing Department publicly bid the replacement of the fuel delivery system for Kane County Division of Transportation. Advertised on the County Web from March 6th to 14th and with the Kane County Chronicle from March 6th to the 27th, with a bid opening on March 27th. Four (4) bids were submitted. Low bidder was Stenstrom Petroleum Services Group of Rockford, IL at \$212,643.00. Appropriation is \$223,275.00, which includes a 5% contingency.

The current system is 22 years old and is in need of replacement and updating. We will be replacing underground piping, fueling dispensers and the concrete islands.

Attachments: Resolution, Bid Tab

Detailed information available from :

Staff Name: Chris Rossman

Phone: 630-444-3186

Resolution/Ordinance Tracking:

Assigned Committee: Transportation

Passed

Sent to: Executive

on: 04/11/2013

If Other, specify:

Committee Remarks:

Next Committee: Executive

Passed

Sent to: County Board

on: 05/08/2013

If Other, specify:

Committee Remarks:

Next Committee:

Sent to:

on:

Committee Remarks:

County Board Date: 05/14/2013

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



April 3, 2013

PROCUREMENT SYNOPSIS

Requesting Department: Kane County Division of Transportation
Procurement Name: 13-013 KDOT Fuel Delivery System Upgrade
Recommended Vendor: Stenstrom Petroleum Services Group

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and The Chronicle

Advertising Date:	March 6, 2013	Notices sent/Plan Holders: 13/13
Bid Due Date:	March 27, 2013	Bids Received: 4

PURPOSE

The County of Kane was seeking an experienced and State-registered underground storage tank (UST) contractor to perform all work associated with the upgrade of the fuel delivery system (UST systems) located at the Kane County Division of Transportation complex west of St. Charles. The project includes the removal and replacement (with new) of the current fuel dispensing units, fuel lines and surrounding concrete areas. The in-ground fuel tanks will remain. This project will take place later in the year.

BID TABULATION

Vendor Location	Bid Total
Stenstrom Petroleum Services Group Rockford	\$212,643.00
Petroleum Technologies Equipment, Inc. Lyons	\$241,000.00
Metro Tank and Pump Wheeling	\$247,699.00
Accurate Tank Construction, Inc. North Aurora	\$264,315.00

Staff recommends awarding this project to Stenstrom Petroleum Services Group of Rockford, IL pending KDOT's approval.

Submitted By:
Jim Hansen
Assistant Purchasing Director

**KANE COUNTY
OFFER TO CONTRACT FORM
Section 00300
For**

13-013 Fuel Delivery System Upgrade

Bid Due Time & Date: **2 p.m., Wednesday, March 27, 2013**

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the County.

Submitted By: Stenstrom Petroleum Services Group

- I. The undersigned Contractor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. The Contractor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 1. The Contractor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or countywide elected officer, and ownership interest in entity greater than five percent.
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Contractor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work (pages 1-34), including the Specifications, Drawings (pages 1-5) and the following addenda:

No. 1, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the County within ten (10) calendar days after acceptance of the bid by the County.

III. BASE BID AMOUNT:

The Contractor agrees to furnish all labor, materials, equipment, insurance, etc. necessary to perform the Work for the complete upgrade of the fuel delivery system (UST systems) located at the Kane County Division of Transportation facility in St. Charles, Illinois, as described in all Sections of these documents, and the Project Drawings.

Provide Base Bid Lump Sum:

Two hundred twelve thousand six hundred forty three and 00/100 Dollars (\$ 212,643.00)
No Tax

IV. UNIT PRICES:

The Contractor shall submit the following unit prices as a proposed basis for additive or deductive adjustment (as noted) in the event Contract changes in the Work are required involving items described. It is understood and agreed that unit prices are separately subject to acceptance by the County and that such prices are not part of the Contract except as accepted and entered in the Contract. Unit prices shall include labor, materials, equipment fees, and profit and overhead necessary to perform the Work described below and as specified in the bid documents.

- A. If requested and approved by the County, provide all services necessary in accordance with these Specifications, to perform the removal of additional concrete pavement beyond the specified quantity:

Additional cost per square foot \$ 2.65

- B. If requested and approved by the County, provide all services necessary in accordance with these Specifications, to perform the installation of additional concrete pavement beyond the specified quantity:

Additional cost per square foot \$ 9.20

- C. If requested and approved by the County, provide all services necessary to complete the excavation, loading, transport, and manifested disposal of impacted soil, as determined present by the Environmental Consultant (add to Base Bid):

Additional cost per ton \$ 45.00
No Testing

V. OPTION A:

The County of Kane is requesting the following optional bid pricing.

The Contractor agrees to furnish all labor, materials, equipment, insurance, etc. necessary to completely install new submersible product pumps in conjunction with new UST system features requested in the Base Bid. Include one new, 1 HP FE Petro (or approved equal) variable speed submersible pump (maximum 25 GPM) and FE Petro (or approved equal) pump controller for the gasoline UST and four new (two for each diesel fuel tank), 1 1/2 HP FE Petro (or approved equal) variable speed submersible pumps (maximum 25 GPM) and FE Petro (or approved equal) pump controller. 2 HP Variable speed, FE Petro

Provide Option A Lump Sum:

Sixteen Thousand Six Hundred Fifteen and 00/100 Dollars (\$ 16,615.00)

VI. PROJECT TIME FRAME:

The undersigned attests that he is able to perform the Work of the Contract within the parameters of the following construction timeframe, and furthers agrees to adhere to that schedule as a provision of the Contract.

- A. Work shall commence not later than 45 calendar days after written notice of Bid Acceptance, provided the Contract is executed, and the Work shall be Substantially Completed (i.e., ready for Consultant's final review and inspection) within 30 calendar days thereafter.
- B. Number of calendar days after Contract Award to provide pre-construction submittals: 5 days.
- C. Number of calendar days after review of submittals to deliver materials and equipment: 10 days.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature Robert J. Stenstrom Typed Signature Robert J. Stenstrom
Company Stenstrom Petroleum Services Group
Address 2422 Center Street, Rockford, IL 61108
Phone # 815-398-6250 Fax # 815-398-0019
Federal I.D./Social Security # 36-3426403 Date 3/27/13

ACCEPTANCE

The Offer is hereby accepted for: KDOT Fuel Delivery System Upgrade project.

The Contractor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **13-013**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

Christopher J. Lauzen
Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

6-6-13
Date

Sub-Contractor List
SECTION 00430
13-013 Fuel Delivery System Upgrade
KANE COUNTY, Geneva, Illinois

Offeror's Name: Stenstrom Petroleum Services Group

All sub-contractors performing work in association with this project are to be listed below. Only through written verification from the County or the Consultant can a sub-contractor be added or removed from the Sub-Contractor List. All sub-contractor(s) business information must be provided and submitted with the bid. It is the responsibility of the General Contractor to submit, in accordance with prevailing wage regulations, certified payroll collected from each sub-contractor. Payment will not be made until all certified payrolls have been submitted.

NAME UNDER WHICH SUB-CONTRACTOR IS LICENSED	LICENSE NUMBER	ADDRESS OF OFFICE, MILL, OR SHOP	% OF TOTAL CONTRACT	SPECIFIC DESCRIPTION OF SUB-CONTRACTOR
B&B Excavating		Morris, IL		Concrete Removal
Austin Electric		Joliet, IL		Electrician
American Geo Engineering		Glen Ellyn, IL		Concrete Testing
Ziron Environmental		Chicago Heights, IL		Pea Gravel Vac
KPRG		Westmonth, IL		Well Abandonment
Kwik Cuts		Belvidere, IL		Sawcutting

PERFORMANCE BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105882065

CONTRACTOR:

(Name, legal status and address)
Stenstrom Petroleum Services Group
2422 Center Street
Rockford, IL 61108

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty & Surety Company of America
Construction Services, Travelers Bond & Financial Products
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)
County of Kane
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

CONSTRUCTION CONTRACT

Date: May 16th, 2013
Amount: \$ 212,643.00
Description:
(Name and location)
Fuel Delivery System at Kane County Division of Transportation Complex

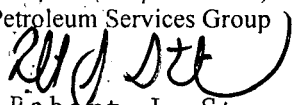
BOND

Date: May 20th, 2013
(Not earlier than Construction Contract Date)

Amount: \$ 212,643.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Stenstrom Petroleum Services Group
Signature: 
Name and Title: Robert J. Stenstrom
President

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

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

AGENT or BROKER:

Williams-Manny, Inc.
555 S. Perryville Rd, Rockford, IL 61108
815-398-6800

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: 
Name and Title: Julie Tresemer, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's

notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3. 1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

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

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

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

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

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

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

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

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

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default

or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105882065

CONTRACTOR:

(Name, legal status and address)
Stenstrom Petroleum Services Group
2422 Center Street
Rockford, IL 61108

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty & Surety Company of America
Construction Services, Travelers Bond & Financial Products
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)
County of Kane
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

CONSTRUCTION CONTRACT

Date: May 16th, 2013
Amount: \$212,643.00
Description:
(Name and location)
Fuel Delivery System at Kane County Division of Transportation Complex

BOND


Date: May 20th, 2013
(Not earlier than Construction Contract Date)

Amount: \$212,643.00

Modifications to this Bond: ☒ None

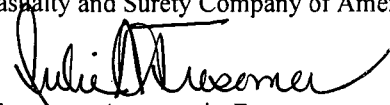
☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Stenstrom Petroleum Services Group
Signature: 
Name and Title: Robert J. Stenstrom
President

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

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America
Signature: 
Name and Title: Julie Tresemer, Attorney-in-Fact

(FOR INFORMATION ONLY Name, address and telephone)

AGENT or BROKER:
Williams-Manny, Inc.
555 S. Perryville Rd., Rockford, IL 61108
815-398-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5. 1. 1.

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

§ 7. 1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: 

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225066

Certificate No. 004855496

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Connie L. Marty, David L. Townsend, John C. Pick, Judith L. Zier, Julie Tresemer, Steven R. Johnson, and Margaret A. Howard

of the City of Rockford/Freeport, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of May, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: George W. Thompson
 George W. Thompson, Senior Vice President

On this the 10th day of May, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 20 13

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

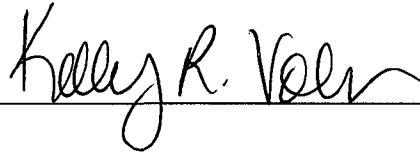
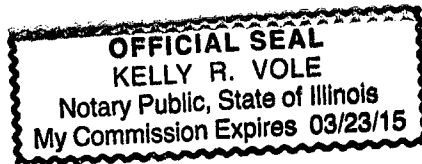
STATE OF ILLINOIS

COUNTY OF WINNEBAGO

Before me, a Notary Public, personally came Julie Tresemer known to me, and known to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation in the State of Connecticut which executed the attached bond as Surety, who deposed and said that her signature and the corporate seal of the said Surety were affixed by order and authority of said Surety's Board of Directors, and that the execution of the attached bond is the free act and deed of said Surety.

Given under my hand and seal this 20th day of May, 2013.

Notary Public

A handwritten signature in cursive script, reading "Kelly R. Vole", written over a horizontal line.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2013

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

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

PRODUCER MARSH USA INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243		CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	
R00229-00229-SPSG-13/14		INSURER(S) AFFORDING COVERAGE	
INSURED Stenstrom Petroleum Services Group 2422 Center Street Rockford, IL 61108		INSURER A: American Zurich Insurance Company	NAIC # 40142
		INSURER B: Zurich American Insurance Company	16535
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

CHI-004683866-03

REVISION NUMBER: 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U COVERAGE <input checked="" type="checkbox"/> INSURED CONTRACT COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO3486571	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP3486569	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A			WC3486570	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Worker's Compensation does not apply to monopolistic states (ND, OH, WA, AND WY), Puerto Rico or the Virgin Islands. Kane County is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions. The general liability policy does not contain an exclusion for explosion, collapse, and underground coverage. Therefore, coverage is provided, however it is within the limits of the policy.

CERTIFICATE HOLDERKane County
719 S. Batavia Ave.
Geneva, IL 60134**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

John C Hurley

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CERTIFICATE OF LIABILITY INSURANCE

STENS-3

OP ID: CM

DATE (MM/DD/YYYY)

05/20/13

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

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

PRODUCER Williams-Manny, Inc. P O Box 5466 555 S. Perryville Rd. Rockford, IL 61125-0466 Becky Norwood	815-398-6800	CONTACT NAME:	
	815-398-1733	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : St Paul Fire & Marine Ins. Co.	24767
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPI/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ZUP15N5588913NF	04/01/13	04/01/14	AGGREGATE \$ 6,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Kane County included as additional insured on the Excess

CERTIFICATE HOLDER	CANCELLATION
KANEC01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Kane County 719 S Batavia Av Geneva, IL 60134	AUTHORIZED REPRESENTATIVE <i>Connie Martz</i>

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INSTRUCTIONS TO BIDDERS

Section 00100

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81: Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after

January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

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/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage ranges are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits	\$5,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The addition of explosion, collapse and underground (XCU) coverage is required by the County in the General Liability Section of your Certificate of Insurance.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **BID DEPOSIT**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

29. **EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

30. **FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

- (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Christopher Rossman
Director of Purchasing



719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

March 22, 2013

ADDENDUM #1

Bid No. & Title: 13-013 Fuel Delivery System Upgrade

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original bid document and they shall be taken into account in preparing your bid response and shall be part of the contract.

EXHIBITS

Exhibit A – Pre-Bid Meeting Minutes
Exhibit B – Pre-Bid Meeting Attendees

CLARIFICATION

Kane County does not require a permit for this project. Please contact the local Fire District and State Fire Marshall for their requirements.

QUESTIONS

Question #1	
Question	"Drawing #UST-3 shows the #4 rebar cage in the island bumper end extending below sub-grade. How far down is the cage expected to go? Typical installation is to just below the bottom of the island form itself or 14" below top of island."
Response	Installation of all new island end concrete raised bumpers shall include concrete footing to a depth of 3'-6" below top of new concrete slab(s) as shown on Drawing UST-3. The No. 4 re-bar cage in all island end concrete raised bumpers shall also be installed in the concrete footings to a depth of 3'-6" below top of new concrete slab(s) as shown on Drawing UST-3.

Question #2	
Question	"Section 02083 Part 2.03 B 3: 'Piping sump access manholes shall be fiberglass 42" nominal diameter with a cast iron cover and a minimum 4" skirt. Manholes shall be Neenah R-5900-H, or approved equal. Need clarification on this please. Which is it, a 42" FRP cover or cast iron cover? Spec mentions both."
Response	All 42" diameter manhole covers shall be cast iron. Flex-Ing Fueling Systems 42" diameter composite manhole cover will also be acceptable. All 18" diameter manhole covers shall be cast iron.

Question #3	
Question	"Section 02083 Part 2.03 B 4: 'Piping sumps shall be installed at tank man-way with containment collar. Sumps shall be used to collect leakage from the pump and/or piping.' The existing tank containment sumps are glued to the tank collar around the man-way. In removing the existing sump from the collar damage may occur to the collar thus not allowing the new sump to be properly adhered to the existing collar. Please clarify this requirement to install the new sump to the existing collar."
Response	The contractor shall take all necessary precautions to avoid damage to the collars during this removal work. Prior to removal, contractor shall inspect existing connections between all tank collars and containment sumps to determine if damage will occur. If it is determined and identified during the inspection that damage is likely to occur upon removal, contractor shall notify consultant and County to discuss options and additional costs that may be incurred.

Question #4	
Question	"Section 02083 Part 2.03 C 3: 'All steel piping components that are to be partially or completely buried shall be stainless steel. Does this apply to any new 4" risers off the top of the tank we install for spill containers, etc.?"
Response	No.

Question #5	
Question	"Section 02083 Part 2.03 D 3: 'Hose lengths shall be maximum length..... Define maximum length."
Response	As noted in the above mentioned Section/Sub-Section, all dispenser hose lengths shall be the maximum length allowed without making contact with the top of the new concrete slab (when nozzles are retired and hoses are in a relaxed state).

Question #6	
Question	"Do the new product lines have to follow the layout as shown on drawing #UST-2? I understand the wanting of 2 diesel line to each diesel dispenser but the concern is the soils. There is no way to estimate the amount of soil to go out because we don't know where the original lines are running. If we run the new piping in the same trenches as the old lines there shouldn't be a need for hauling soils.
Response	There should not be any concerns regarding this matter. The new diesel fuel piping routes from the tanks to the new dispensers closely mimics the current and existing piping routes. For clarification, it is expected that only pea gravel will be encountered during the product piping removal and replacement work.

Please confirm receipt of Addendum #1 on your Contract to Offer Form. If you have any questions please feel free to contact my office at (630) 444-1071.

Sincerely,
Jim Hansen
Assistant Purchasing Director

ILLINOIS DEPARTMENT OF LABOR
Division of Conciliation & Mediation
PREVAILING WAGES FOR KANE COUNTY
EFFECTIVE 05/01/13
Section 00200

These prevailing wages shall be included in the contracts and their advertised specifications to which any public body, as defined in section 2 of the Prevailing Wage Act (Il. Rev. Stat. 1987, Ch. 48, par. 39s-1), is a party, for the construction, reconstruction, maintenance and/or repair of public buildings or public works within the State of Illinois which requires or involves the employment of laborers, workers, and mechanics, and owner/operators. Minimum wages, overtime rate and fringe benefits certified herein shall be paid. This scale of prevailing wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work.

Kane County Prevailing Wage for May 2013

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
CEMENT MASON		ALL		41.550	43.550	2.0	1.5	2.0	9.500	13.76	0.000	0.500
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH	N	BLD		35.770	37.870	1.5	1.5	2.0	12.07	9.370	0.000	0.450
COMMUNICATION TECH	S	BLD		36.390	38.490	1.5	1.5	2.0	10.02	10.19	0.000	1.090
ELECTRIC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRIC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN	N	ALL		43.080	47.380	1.5	1.5	2.0	12.06	11.41	0.000	0.540
ELECTRICIAN	S	BLD		43.560	47.920	1.5	1.5	2.0	10.02	12.20	0.000	1.310
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.52	9.280	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.52	9.280	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250

OPERATING ENGINEER	BLD 7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER	ALL	40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL	41.520	43.520	1.5	1.5	2.0	13.19	11.76	0.000	0.530
PIPEFITTER	BLD	41.200	43.200	1.5	1.5	2.0	9.750	16.34	0.000	1.710
PLASTERER	BLD	40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER	BLD	41.200	43.200	1.5	1.5	2.0	9.750	16.34	0.000	1.710
ROOFER	BLD	38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER	BLD	42.510	44.510	1.5	1.5	2.0	10.04	12.01	0.000	0.780
SIGN HANGER	BLD	26.070	27.570	1.5	1.5	2.0	3.800	3.550	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

In all agreements or contracts for public works with the County of Kane, the individual contractors shall assume the risk of any change in the prevailing rate of wages promulgated by the Illinois Department of Labor.

PREVAILING WAGE ACT AMENDMENT:

HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

STATEMENT OF WORK
For
13-013 Fuel Delivery System Upgrade

SECTION 001010

1.01. PROJECT OVERVIEW

A. Base Bid:

1. The Work consists of the upgrade of the fuel delivery systems (UST systems), including the removal and reconstruction of the existing fuel islands, as specified and listed in Section 02083, Fuel Delivery System Upgrade Work and as illustrated on the project drawings.
2. The Work also consists of the removal of existing concrete slabs and fuel islands the installation of new concrete slabs and new fuel islands, as specified in Section 03001, Concrete Work and as illustrated on the project drawings.
3. Refer to the Offer to Contract Form, Section 00300, Section III, for Base Bid work pricing offer.

B. Unit Prices:

Unit prices will be accepted for work that may or may not be necessary at the County's discretion or as required, to complete the project. Refer to the Offer to Contract Form, Section 00300, Section IV, Unit Prices, Items A, B, and C. All Unit Price work associated with concrete removal or installation shall be in strict accordance with the Section 03001, Concrete Work and as illustrated on the project drawings.

C. Option A Pricing:

Refer to the Offer to Contract Form, Section 00300, Section V, Option A for optional bids being requested by the County.

1.02 SCHEDULE OF WORK OPERATIONS

- A. Work shall commence no later than the number of calendar days as submitted within Offer to Contract Form, providing the Contract is executed. The Work shall be substantially complete (i.e. ready for Consultant's final review) within the number of calendar days as submitted within the Offer to Contract Form.
- B. The Contractor shall bear full responsibility for coordinating his work with the work of all other Contractors and/or Sub-Contractors, and sole responsibility for completing his work on schedule.
- C. Refer to Sub-Section 1.07 and 1.09 of this Section for additional requirements and information regarding scheduling and the Contractor's use of the site and premises.

1.03. REGULATORY COMPLIANCE AND REQUIREMENTS

A. Regulatory Compliance:

1. The Contractor shall be registered and properly certified in all disciplines of work specified herein with the Illinois OSFM.

2. Contractor shall comply with all laws, rules, and regulations governing the work, including all County and other applicable permit requirements.
3. When Contractor observes that bid documents are at variance with specified codes, notify Consultant in writing immediately. Consultant will review any changes in accordance with these Specifications.
4. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules, and regulations and fails to so notify the Consultant, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the bid documents are in accordance with such laws, rules, and regulations.

B. Source and Requirements:

1. IEPA (Current editions at date of bidding documents).
 - a. Air Pollution Standards.
 - b. Noise Pollution Standards.
 - c. Water Pollution Standards.
 - d. Public Water Supplies.
 - e. Solid Waste Standards.
 - f. Illinois Recommended Standards for Sewage Work.
2. Illinois Purchasing Act, as amended (Illinois Revised Statutes, Ch. 127, Par. 132.1 et seq.).
3. OSFM:
 - a. Gasoline and Volatile Oils (Illinois Revised Statutes, Ch. 17 1/2, Par. 31 et seq. or current at time of work).
 - b. Liquefied Petroleum Gases (Illinois Revised Statutes, Ch. 104, Par. 119 et seq. or current at time of work).
 - c. Liquefied Petroleum Gas Containers (Illinois Revised Statutes, Ch. 104, Par. 133 et seq. or current at time of work).
 - d. Illinois Rules and Regulations for Fire Prevention and Safety, as amended 24 DEC 73 or current at time of work. (Except IOE).
 - e. Illinois Fire Prevention and Safety Laws and Fire Protection District Laws.
4. Standards:
 - a. NFPA: National Fire Codes, current edition at time of work.
 - i. No. 70-87, National Electrical Code.
 - ii. No. 101-81, Life Safety Code, Chapter 15.
5. Uniform Building Code, current edition at time of work.
6. The Consultant may reference other codes or standards throughout the Project Specifications when deemed appropriate for proper compliance with regulatory requirements. See Sections 02083 and 03001 for codes and regulations which apply specifically to the Work of this project.

1.04. DEFINITIONS AND ABBREVIATIONS

A. Definitions:

1. Standards: Standards are requirements set by authority's custom or general consent and established as accepted criteria.
2. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
3. Provide: Provide means furnish and install.

B. Abbreviations:

1. AIHA American Industrial Hygiene Association
2. ANSI American National Standards Institute
3. API American Petroleum Institute
4. ASTM American Society for Testing and Materials
5. CCDD Clean Construction or Demolition Debris
6. IDOL Illinois Department of Labor
7. IDOT Illinois Department of Transportation
8. IDPH Illinois Department of Public Health
9. IEMA Illinois Emergency Management Agency
10. IEPA Illinois Environmental Protection Agency
11. ISPE Illinois Society of Professional Engineers
12. KCDOT Kane County Division of Transportation
13. KCHD Kane County Health Department
14. MSHA Mine Safety and Health Administration
15. NIOSH National Institute of Occupational Safety and Health
16. NFPA National Fire Protection Association
17. OSHA Occupational Safety and Health Administration
18. OSFM Office of the State Fire Marshal
19. PEI Petroleum Equipment Institute
20. UL Underwriters Laboratories, Inc.
21. UST Underground Storage Tank

1.05. QUALITY ASSURANCE

A. Contractor shall:

1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel.
2. Ensure that Contractor's personnel are familiar with workmanship and the requirements of specified codes and standards.
3. By executing the Contract, the Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, groundwater table or similar physical conditions of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed prior to and during the execution of the Work and all other matters which can in any way effect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from any obligations with respect to his Contract.
4. Should discrepancies appear among the bid documents or between the bid documents and existing conditions, the Contractor shall request an interpretation from the Consultant before bidding. If the Contractor fails to make such request, it is presumed that both provisions were included in the bid and the Consultant shall determine which of the conflicting requirements shall govern. The Contractor shall perform the Work at no additional cost to the County in accordance with the Consultant's determination. Where conflicts exist between or within the bid documents or between the bid documents and applicable standards, codes, ordinances, or manufacturer's recommendations, and clarification has not been requested from the Contractor prior to bidding as provided for above, the more stringent or higher quality standard shall prevail. Large scale drawings shall take precedence over small scale drawings, figured dimensions on the drawings over scaled dimensions and noted material over graphic representations.
5. The Contractor shall provide all work and materials which any section or part of the Specifications or conditions require him to provide regardless of whether such requirement is or is not faithfully repeated in other parts of documents thereof to which the provision might be appropriate.
6. The exactness of grades, elevations, dimensions, or locations given on any drawings issued by the Consultant or the work installed by other Contractors, is not guaranteed by the Consultant or County. In all cases of interconnection of his work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by him without extra cost to the County.
7. The Contractor shall supervise and direct the performance of the Work, using his best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the Contract.

The Contractor shall engage workmen who are skilled in performing the Work and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. The Contractor shall be liable for all property damage including repairs and replacements of the work and economic losses which approximately result from the breach of this duty.

8. The Contractors expressly agrees that he is in charge of and in control of the Work and he shall have sole exclusive responsibility to comply with the requirements of the Structural Works Act. Neither the County nor the Consultant is in charge of the Work or in control of the Work. The Consultant's services are for the purpose of observation to compare quality and quantity of the work against the Contract and to call the attention of the Contractor to any deviations there from. The obligation of the Contractor shall be construed to include, but not limited to, injury or damage upon failure to use or misuse, by the Contractor, his agents and employees of any scaffold, hoist, crane, stay, ladder, support of other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment, whether or not owned or furnished by the Contractor under the requirements of the Illinois Structural Work Act. Ill. Rev. Stat., Ch. 48, section 60 et seq. The Contractor expressly agrees that he is exclusively responsible for compliance with OSHA and local regulations for construction and that he is the "employer" within the meaning of those regulations. Any provision in the Contract in conflict with this paragraph shall be null and void.
9. Prior to the commencement of the Work, the Contractor shall deliver to the Consultant a Contractor's sworn statement duly executed and acknowledged listing all Sub-Contractors.

1.06. SCOPE OF WORK SUMMARY

- A. Fuel Delivery (UST) System Upgrade Work:
Provide all permitting, labor, materials, equipment, services, insurance, etc. to complete all items of work associated with the upgrade of three (3), 10,000 gallon UST systems (two (2) diesel fuel USTs and one (1) gasoline UST) at the Kane County Division of Transportation facility. Refer to Section 02083 and the project drawings for details regarding this work.
- B. Concrete Work:
Provide all permitting, labor, materials, equipment, services, insurance, etc. to complete the following concrete work items associated with the upgrade of three UST systems at the Kane County Division of Transportation facility. Refer to Section 03001 and the project drawings for details regarding this work.

1.07. SCHEDULE

- A. A mandatory Pre-bid Meeting has been scheduled for the benefit of all prospective bidders at Kane County Division of Transportation facility, 41W011 Burlington Road, St. Charles, Illinois. A walk-through of the project site and areas of work will follow immediately.
- B. Final county board approval and contract award is scheduled for mid May. The exact project start date and scheduling shall be determined between the contractor, consultant and the owner during the month of May. Duration of the project shall not be more than 4 weeks from determined start date. It is expected that the entire project be completed and fully operational by October 15th, 2013 or earlier.

- C. Time limits stated in the bid documents are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- D. If the Contract is delayed at any time in progress of the work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Consultant or County determines may justify delay, then the Contract time shall be extended by Change Order for such reasonable time as the County and Consultant may determine. If the contract work is delayed for an unreasonable amount of time due to the Contractor's negligence or lack of performance, as determined by the County and Consultant, all legally available recourse and action will be enforced.

1.08. SUBMITTALS

- A. Refer to Section 01300, Submittals, for submittal requirements associated with pre-project and post-project submittals relating the Pre-Construction Meeting, Fuel Delivery System Upgrade Work (Section 02083), and Concrete Work (Section 03001).

1.09. CONTRACTOR'S USE OF PREMISES

- A. Confine operations at site to areas permitted by the County and their representatives.
 - 1. In general, all of the Contractor's storage, staging, parking, etc. shall be as specified, approved by the County, and as agreed to at the Pre-Construction Meeting.
 - a. Confer with the County's representative and obtain full knowledge of all site rules and regulations affecting work.
 - b. Conform to site rules and regulations while engaged in project construction.
 - c. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
 - d. Employee list: The County's representative may examine Contractor's list of employees, including those of his subcontractors and their agents.
 - e. Vehicle use: Rigidly enforce the following:
 - i. Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on premises.
 - ii. Do not, under any circumstances, leave any vehicle unattended with motor or engine running, or with ignition key in place.
 - iii. Parking is permitted only in areas designated by County's representative.
 - iv. All traffic control subject to County's representative's approval.
 - v. Any and all asphalt paved surfaces shall be maintained and kept free of damage or clutter at all times.
 - vi. Where the Contractor's equipment is operated on any portion of the traveled surface used by traffic on or adjacent to the work area including streets and access drives, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operation. The cost of this work shall be included in the bid and no additional compensation will be allowed. The Consultant shall not be responsible for determining whether the Contractor is in compliance with this requirement.
 - vii. Unrestricted access of County's emergency vehicles shall have precedence over all Contractor equipment, vehicles, etc. locations.

- B. Do not unreasonably encumber the site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move all stored products or equipment which interferes with operations of County or other Contractors.
- E. Obtain and pay for use of additional storage or work area needed for operations.
- F. Limit use of site for work and approved storage only.
- G. The work site under this contract is to remain fully operational during all phase of work. Contractor, sub-contractors, deliveries, etc. are expected to fully cooperate in every way with the daily operations of the site.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END Section 001010.

SECTION 01300-SUBMITTALS

PART 1 – GENERAL

1.01. DESCRIPTION

This Section includes administrative and procedural requirements regarding pre-project and post-project submittals required for the performance of the Work.

1.02. BIDDING PROCESS SUBMITTALS

Refer to Section 00035, Invitation to Bid, Section 00100, Instructions to Bidders, Section 00200, Prevailing Wage List, Section 00300, Offer to Contract Form, Section 00410, Contractor's Qualification Statement (**ATTACHMENT A**, AIA Form A305), Section 00420, References, and Section 00430, Sub-Contractor List for bidding process submittal requirements.

1.03. PRE-CONSTRUCTION SUBMITTALS

A. The following submittals are required at the Pre-Construction Meeting:

1. Executed contract (County/Contractor Agreement).
2. Executed Notice of Award.
3. Executed Notice to Proceed.
4. Certificates of Insurance.
5. Performance Bond (Due at award).
6. Labor and Material Payment Bond (Due at award).
7. Work Schedule.
 - a. Contractor shall graphically designate start and finish dates for each of the following disciplines:
 - i. Material equipment delivery and mobilization.
 - ii. Work area preparation.
 - iii. Demolition work.
 - iv. UST system upgrade work.
 - v. Fuel pump island re-construction work.
 - vi. Concrete work.
 - vii. Inspections, testing, etc.
 - viii. Site Restoration.
 - ix. Demobilization and clean-up.
 - x. System training session for County.
 - b. Schedule shall identify the first work day of each week.
 - c. Schedule shall identify work of separate areas, if applicable.
 - d. Indicate number of workers required to be on site for each portion of the work for each week and the cumulative percentage of work completed as of the first day of each week.
 - e. Indicate all overtime and multiple shift work planned, at least two (2) weeks in advance, as appropriate.

8. Submit copies of all applicable State, County, Township, and local permit applications/notifications issued and/or approved. All permit application fees shall be the Contractor's responsibility. No work shall begin without all permits in-place and copied to Consultant and County.
9. Pre-project equipment submittals for all new components, equipment, etc. specified for this project. Contractor shall submit certification that the equipment will comply with performance requirements as specified.
10. Submit all required shop drawings and project data sheets. Contractor shall submit to the Consultant detailed shop drawings of the proposed UST system upgrade work. These shop drawings shall include detailed layout drawings of the tank, tank systems and components, all piping, valves, exterior electrical work, anchoring, and appurtenances necessary to show how the Contractor intends to successfully complete the project.
11. The Pre-construction Meeting and any subsequent project coordination or progress meetings shall be attended by:
 - a. Contractor's Representative.
 - b. Contractor's Superintendent.
 - c. Pertinent sub-contractors.
 - d. County's Representative(s).
 - e. Consultant's Representative(s).
12. Contractor shall have had a minimum of ten (10) year's experience in the installation of USTs, USTs system upgrades, and of similar type equipment.
13. Contractor must submit proof of being a registered UST installation/upgrade Contractor as issued by the OSFM.
14. If deviations or changes to products or equipment scheduled to be used occurs, Contractor shall submit to Consultant, for prior approval, new product and equipment data sheets.

1.04 IN-PROGRESS SUBMITTALS

- A. Prior to the commencement of the work, the Contractor shall deliver to the Consultant a Contractor's sworn statement duly executed and acknowledged listing all sub-contractors (see Section 00430). The list shall include sub-contractors scheduled to perform work or provide services necessary to complete the project. The Contractor shall not transfer or sub-contract any work to another, unless:
 1. The County is notified, in writing, of the Contractor's intention to do so, the County accepts the sub-contractor (in writing), the sub-contractor submits all necessary insurance forms, specified under this contract, and/or the sub-contracted work is bound to the same terms as those of the General Contractor.
- B. Following the installation of new tank components and equipment, all piping and prior to backfilling, the Contractor shall provide the Consultant with results of air tests or alternate leak tests approved by the Consultant documenting satisfactory performance of the tank and piping systems.

- C. Following installation work, backfilling, and restoration, the Contractor shall provide the Consultant with results of integrity or tightness tests.
- D. Following installation work, the Contractor shall provide the Consultant with all documentation required by governing State, County, Township, and/or local agencies.
- E. Prior to concrete installation/pouring work, Contractor submit to Consultant for approval, quality assurance documents, including proof of concrete strength, mix design data, test data, etc. for each concrete pour, as specified.
- F. If impacted soil is encountered during the project, as determined by the Environmental Consultant, Unit Price C shall be used. If impacted soil is determined to be present, the Contractor shall submit the necessary landfill profile and approval documentation, including landfill characterization soil sampling results, as required by the chosen landfill, to the Environmental Consultant for review and approval.
- G. If impacted soil is removed during this project, submit fully signed soil waste manifests at the conclusion of this portion of the work.

1.05 POST-PROJECT AND CLOSE-OUT SUBMITTALS

- A. Instruction books shall be prepared by the Contractor for all tank system components and equipment, accessories, etc., as applicable, and shall include the following:
 - 1. Instructions for installation, start-up operation, inspection, maintenance, drawings, and data sheets showing model numbers to address:
 - a. System set-up instructions.
 - b. System operating instructions.
 - c. Leak detector site preparation and installation instructions.
 - d. Leak detector check-out procedures.
 - e. Troubleshooting and repair procedures.
 - 2. As-built drawings (minimum of 11" x 17" paper size, for review and final approval).
 - 3. Wiring diagram including the following:
 - a. Identification of all device and equipment terminals, and all internal and external connection terminal blocks.
 - b. All external wiring connections with approved wire colors and circuit designations.
 - 4. All specified and/or approved as equal, equipment and product warranties and guarantees.
 - 5. Address of nearest manufacturer-authorized service facility.
 - 6. All additional data specified.
 - 7. Parts list and recommended spare parts.
- B. Provide Kane County Division of Transportation staff training session for new system items at a date and time mutually agreed upon.

- C. Contractor shall adjust all equipment for the flows and pressure settings indicated and/or as specified. Final adjustments shall be made during system operation prior to final start-up.
- D. Contractor shall certify in writing to the County that the installation/upgrade was properly performed in accordance with the manufacturer's requirements and current environmental protection laws and regulations.
- E. Before equipment installations will be accepted, the equipment furnished by the Contractor shall be tested and demonstrated to be correctly connected and installed.
- F. All testing and checkout procedures of the manufacturer shall be carried out completely.
- G. Any operating difficulty or defective item as a result of the Contractor's work shall be repaired or replaced and put into proper operation by the Contractor immediately. All tested equipment found to be defective or inoperable to any extent is to be reported to the County's representative immediately.
- H. Provide the following final concrete submittals:
 - 1. Submit quality assurance documents, including proof of concrete compression strength tests, mix design data, test data, etc. for each concrete pour.
 - 2. Provide concrete delivery tickets at conclusion of work.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END Section 001300.

SECTION 02083-FUEL DELIVERY SYSTEM UPGRADE WORK

PART 1 – GENERAL

1.01. SUMMARY OF WORK

A. Bid Documents and Related Requirements:

The bid documents, general provisions of the contract, including general and supplementary conditions and other contractual specifications, apply to the work of this section, Fuel Delivery System Upgrade Work. The bid documents show the work of the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, requirements for partial County occupancy during work, coordination with other work and phasing of work. Whenever there is a conflict or overlap of the above references, the more stringent provisions shall apply.

B. By submitting a bid, the Contractor acknowledges that the he has investigated and is satisfied as to:

1. The conditions affecting the work, including but not limited to, the physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities, or otherwise affect performance of required activities.
2. The character and quantity of surface materials and of obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site and from information presented in the Bid Documents. Failure by the Contractor to be acquainted with available information will not relieve the Contractor of the responsibility for properly estimating the difficulty or cost of successfully performing the work. The County is not responsible for conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

1.02. DEFINITIONS

A. Definitions and explanations here are neither complete nor exclusive of all terms used in the bid documents, but are general for the work to the extent they are not stated more explicitly in another element of the bid documents. Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.

1. "ANSI" means American National Standards Institute.
2. "ASTM" means American Society for Testing Materials.
3. "Authorized Visitor" means any representative of a regulatory or other agency having jurisdiction over the project.
4. "Building Owner, Property Owner, or Owner" means the County of Kane and the Kane County Division of Transportation, including its officers and personnel.

5. "CCDD" means Clean Construction Demolition Debris and the IEPA regulations (August 2012 version/edition) governing the handling and disposal of clean soils.
6. "Consultant" means Integrity Environmental Services, Inc., Naperville, IL.
7. "Contractor" means the corporation, partnership, or individual who has written into agreement with the County to perform the work specified herein.
8. "EPA" means the Environmental Protection Agency, Washington, D.C.
9. "Hazardous Substance" means any substance listed in 40 CFR 302.4, (1987) (but not including any substance regulated as a hazardous waste under 35 Ill. Adm. Code 721).
10. "IDPH" means the Illinois Department of Public Health, Springfield, IL.
11. "IEMA" means the Illinois Emergency Management Agency, Springfield, IL.
12. "IEPA" means Illinois Environmental Protection Agency, Springfield, IL.
13. "Installer" means any person, corporation or other entity engaged in the installation/upgrade of any "underground storage tank" or "UST".
14. "KCDOT" means the Kane County Division of Transportation, St. Charles, IL (or County of Kane, Geneva, IL).
15. "KCHD" means the Kane County Health Department, Aurora, IL.
16. "NIOSH" means the National Institute for Occupational Safety and Health CDB-NIOSH Building, Atlanta, GA.
17. "OSFM" means the Office of the State Fire Marshal, Division of Petroleum and Chemical Safety, Springfield, IL.
18. "OSHA" means the Occupational Safety and Health Administration, Washington, D.C.
19. "Petroleum" [including crude oil or any faction of crude oil that is liquid at standard conditions of temperature and pressure (60oF and 14.7 pounds per square inch absolute)], includes but is not limited to petroleum-based substances comprised of a complex blend of hydrocarbons derived from crude oil through processes of separation, conversion, upgrading or finishing, such as motor fuels, jet fuel, distillate fuel oils, residual fuels oils, lubricants and petroleum solvents.
20. "Project Representative" means the Kane County Division of Transportation Maintenance Supervisor, Integrity Environmental Services, Inc., and/or other authorized agents of the Owner acting within the scope of particular duties entrusted to him.
21. "Regulated substance" means any petroleum product or hazardous substance as defined in this Section.
22. "Shall" means the stated provision is mandatory.

1.03. INCORPORATION BY REFERENCE-FEDERAL AND STATE REGULATIONS AND OTHER STANDARDS

A. Referenced standards organizations: The following acronyms or abbreviations as referenced in the contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents:

1. AIHA American Industrial Hygiene Association
www.aiha.com
2. ANSI American National Standards Institute
www.ansi.org
3. API American Petroleum Institute
www.api.org
4. ASTM American Society for Testing and Materials
www.astm.org
5. CFR Code of Federal Regulations (Available from Government Printing Office)
www.gpo.gov
6. EPA Environmental Protection Agency (U.S.)
www.epa.gov
7. IDOT Illinois Department of Transportation
www.dot.state.il.us
8. IDPH Illinois Department of Public Health
www.idph.state.il.us
9. IEMA Illinois Emergency Management Agency
www.state.il.us/iema
10. IEPA Illinois Environmental Protection Agency
www.epa.state.il.us
11. MIL-STD Military Standards/Standardization Division
www.everyspec.com
12. MSHA Mine Safety and Health Administration
(U.S. Department of Labor, Respiratory Protection Division)
www.msha.gov
13. NBS National Bureau of Standards
(See NIST)
14. NEC National Electrical Code (by NFPA)
www.nfpa.org
15. NEMA National Electrical Manufacturers Association
www.nema.org

- 16. NFPA National Fire Protection Association
www.nfpa.org
- 17. NIOSH National Institute of Occupational Safety and Health
www.niosh.com
- 18. NIST National Institute of Standards
www.nist.gov
- 19. OSFM Office of the State Fire Marshal
www.sfm.illinois.gov
- 20. OSHA Occupational Safety and Health Administration
www.osha.gov
- 21. PEI Petroleum Equipment Institute
www.pei.org
- 22. UL Underwriters Laboratories
www.ul.com

1.04. SCOPE OF WORK COVERED BY THIS SECTION

A. Fuel Delivery (UST) System Upgrade Work:

1. Provide all permitting, labor, materials, equipment, services, insurance, etc. to complete the following demolition and removal items of work associated with the upgrade of three (3), 10,000 gallon UST systems (two (2) diesel fuel USTs and one (1) gasoline UST) at the Kane County Division of Transportation facility:
 - a. Secure and process all State, County, Township (road usage), and local permits required for this project. The Contractor is responsible for all fees associated with all permits required for this project. Refer to Section 01300, Submittals for other pre-project submittal requirements.
 - b. All necessary surveying, site construction lay-out, system de-energizing verification of existing conditions, and site preparation work.
 - c. Disconnect, remove, and properly dispose of existing product dispensers (six (6) total), dispenser hardware, and other items related to the dispensers. All signage, fire extinguishers, window washer fluid containers, and any other items temporarily fixed to the existing canopy columns or fuel island features shall be removed by the Contractor and returned to the County. The existing canopy will remain in-place.
 - d. Carefully disconnect and remove existing Petrovend K800 Hybrid island terminals (two (2)) and temporarily store inside Building B at a location chosen by the County. The existing Petrovend island terminals shall be re-installed by the Contractor upon/during completion of new fuel island construction as specified below and as shown on project drawings.
 - e. Saw-cut, remove, and properly dispose of existing concrete pavement/slabs at UST area and around fuel island locations. Existing concrete is nominally (average) fourteen inches (14") thick. Saw-cutting shall be as shown on project drawings. Saw-cutting lay-out shall be approved by the Consultant prior.

- f. Saw-cut (as needed), remove, and properly dispose of existing concrete fuel pump islands, including raised island-end bumpers. Special care and precaution must be exercised to protect the existing canopy structure, canopy columns, footings and foundations, and existing electrical conduits fixed to the canopy columns and to the canopy roof from damage, movement, etc. at all times during work. Any damage to the canopy structure or any of the canopy components noted above during the work shall be repair by the Contractor at no cost to the County.
- g. Remove and properly dispose of all existing UST surface features and UST underground components not intended to remain in-place or to be re-used, including all man-ways, manholes, underground product piping, underground vent lines, and underground electrical conduit. Underground vent piping outside of exposed UST area to remain in-place. Connect new underground vent piping to existing following all regulatory standards. Underground electrical conduit outside of the UST work area and overhead electrical conduit to remain in-place for re-connection and reuse. Special care and precaution must be exercised during this and all demolition work to protect existing USTs and items that will be re-used from damage, movement, etc. Any damage to the USTs or other system components during this work shall be repair or replaced by the Contractor at no cost to the County.
- h. Abandon (remove) and properly dispose of four (4) of five (5) existing groundwater monitoring wells presently located within the UST upgrade area, as shown on project drawings. Saw-cut existing concrete, abandon (remove), and properly dispose of fifth existing groundwater monitoring well adjacent to (northwest of) UST upgrade area, as shown on project drawings. This work must be performed by a licensed monitoring well removal company. The Consultant will, if requested, assist the Contractor and licensed monitoring well Sub-Contractor with the necessary groundwater monitoring well abandonment documentation required in accordance with the IEPA, IDPH, and the KCHD.
- i. Remove and properly dispose of the appropriate volume of UST backfill material (pea gravel and/or soil) that is considered unsuitable or that cannot be used, to facilitate the removal and installation of new surface and underground UST features, piping, conduit, new pea gravel backfill, etc. Uncontaminated pea gravel may be reused. Any disposal of existing backfill materials shall be considered clean, unless otherwise directed by the Consultant. IEPA CCDD testing and certification requirements for the disposal of clean soil material shall be the responsibility of the Contractor in accordance with the latest IEPA CCDD regulations (August 2012 revised regulatory requirements or later) utilizing the IEPA's LPC-663 form. Special care and precaution must be exercised during this and all demolition work to protect existing USTs from damage, movement, etc. Any damage to the USTs during this work shall be repair by the Contractor at no cost to the County.

If impacted tank backfill/soil materials are present, as determined by the Consultant, Contractor shall excavate, load, transport, and properly dispose of material in accordance with Unit Price C. Provide necessary landfill characterization soil sampling for landfill approval prior and fully signed manifests following the work.

- j. Properly disconnect, remove, and dispose of existing emergency shut-off switch mounted on Building B. Temporarily cut and cap conduit connection for installation of new emergency shut-off switch as specified below and as shown on project drawings.
2. Provide all permitting, labor, materials, equipment, services, insurance, etc. to complete the following upgrade/installation items of work associated with the upgrade of three (3), 10,000 gallon UST systems (two (2) diesel fuel USTs and one (1) gasoline UST) at the Kane County Division of Transportation facility:
- a. Secure and process all State, County, Township (road usage), and local permits required for this project. The Contractor is responsible for all fees associated with all permits required for this project. Refer to Section 01300, Submittals for other pre-project submittal requirements.
 - b. All necessary surveying, site construction lay-out, verification of existing conditions, and site preparation work.
 - c. Provide all necessary excavation shoring and/or bracing, as needed during installation/upgrade work.
 - d. For each UST and in strict compliance with OSFM regulatory requirements, furnish and install new spill containment sumps, new submersible pumps (only if Option A for new submersible pumps is chosen), extraction vent manhole, probe manhole, fill port manhole, all compatible with existing tanks and components to remain. All containment sumps and manholes shall have heavy-duty covers, as specified herein. All sensors, overflow prevention valves, leak detection tank monitoring inventory probes, existing INCON, Franklin Fueling Systems TS-550 ATG to remain in-place. All new UST equipment must be compatible with B20 grade bio-diesel fuel.
 - e. For each UST and in strict compliance with OSFM regulatory requirements, furnish and install new underground double-wall fiberglass product piping at general locations shown on drawings, with mechanical line leak detection, all terminating (or at bends) with stainless steel flexible connectors. All new diesel product piping must be compatible with B20 grade bio-diesel fuel.
 - f. For each UST and in strict compliance with OSFM regulatory requirements, furnish and install new underground (only) fiberglass vent piping. Connect to existing underground vent piping. Underground vent piping and above-grade vertical vent pipe risers outside of the UST work area (excavation) to remain in-place.
 - g. Furnish and install one (1), new 9" diameter, 20'-0" long (depth) groundwater observation well at location shown on project drawings.
 - h. Furnish and install, in accordance with piping and equipment manufacturer's specified backfill requirements (pea gravel) as needed at new UST equipment and piping locations. Existing uncontaminated pea gravel may be reused.
 - i. Installation of containment system drip boxes at new dispenser locations, equipped with float sensors per OSFM requirements, as specified herein.
 - j. Installation of two (2), new dual-nozzle (each side), front-mounted, Bennett 3000 Series Commercial Fleet style dispensers with volume display only (one each island) for diesel fuel, and two (2) new single-nozzle (each side), front-mounted, Bennett 3000 Series Commercial Fleet style dispensers with volume display only (one each island) for gasoline. All new dispensers shall be mounted on new fuel island at locations shown on project drawings.

Dispenser models shall be all stainless steel cabinet (super stainless model, including dial cabinet face plates) and contain high, overhead hose retrievers for all hoses/nozzles, break-away hoses, etc. Hose lengths shall be maximum, without making contact with new finish concrete slab elevation. Hose length restrictions per County's requirements. **Dispenser substitutes will not be accepted.**

- k. Re-installation of Petrovend K800 Hybrid island terminals at locations shown on project drawings. Orientate key reader pad toward (pad facing) Burlington Road. Petrovend K800 re-installation in strict accordance and compatibility with existing Phoenix Plus software, CFA program, and all other existing County equipment.
 - l. Installation of two (2) new emergency shut-off switches (one (1) on each island) mounted to re-installed Petrovend cabinet terminal. Mount new emergency shut-off switches to back of terminal, opposite key pad reader. Installation of new emergency shut-off switch at Building B at same location of removed emergency shut-off switch. Power and termination of power of all emergency shut-off switches shall be connected.
 - m. Installation of new concrete fuel islands with stainless steel island forms, sizes and locations as specified in Section 03001 and as shown on project drawings. Installation of new reinforced concrete island bumper end bumpers, as specified in Section 03001 and as shown on project drawings.
 - n. Connection and/or re-connection, as required, of all electrical conduit, components, leak detection and tank gauging equipment, power panels, etc. All connections, re-connections, testing, etc. in strict accordance with these specifications and all regulatory standards and requirements.
 - o. Provide all system operational testing and staff training session. Refer to Section 01300, Submittals for post-project submittal requirements.
- 3. Refer to Section 03001, Concrete Work and project drawings for details regarding the installation of new reinforced concrete UST slab, reinforced concrete apron approach slab, new fuel island concrete, and all items associated with new concrete work.
 - 4. Maintain strict compliance with OSFM and PEI recommended practices at all times.
 - 5. Maintain strict compliance with all applicable electrical codes, rules, and practices at all times.
 - 6. Upgrade/installation details are shown schematically on the project drawings.

1.05. CONTRACTOR'S USE OF PREMISES

- A. The County will make arrangements to allow the Contractor access to the site. The hours that the Contractor can work will be agreed to at the Pre-Construction Meeting held prior to commencement of work.
- B. The work shall be limited to specific confined areas of the site. Unlimited access is specifically not permitted. Refer to Section 01010, Project Summary and project drawings for site restrictions and usage.

1.06. QUALITY ASSURANCE

A. Applicable Standards:

1. Recognized underground storage tank system industry codes including:
 - a. PEI RP-100: Recommended Practices for Installation of Underground Liquid Storage Systems.
 - b. API 1615: Installation of Underground Petroleum Storage Systems.
 - c. ASTM D4021-86 - Glass Fiber-Reinforced Polyester Underground Petroleum Storage Tanks.
 - d. ANSI/ASME B36.10M - Welded and Seamless Wrought Steel Pipe.
 - e. National Electric Code
 - f. National Fire Protection Association (NFPA):
 - i. NFPA 30 - Flammable and Combustible Liquids Code.
 - ii. NFPA 31 - Standard for Installation of Oil Burning Equipment.
 - g. UL 1316 - Glass Fiber Reinforced Plastic Underground Storage Tanks.

B. Acceptable Manufacturers:

Manufacturers and model numbers specified herein are to establish quality and performance only. Products of other manufacturers are acceptable if proven to County as equal or better quality and performance. Dispenser substitutes will not be accepted.

C. Factory Tests:

1. All standard factory tests and all tests required by the applicable codes and standards shall be conducted.
2. Certificates of completion of factory tests shall be submitted as compliance submittals.

D. Contractor shall have had a minimum of ten (10) year's experience in the installation of USTs, USTs system upgrades, and of similar type equipment.

E. Contractor must submit proof of being a registered UST installation Contractor as issued by the OSFM.

1.07. SUBMITTALS:

H. Refer to Section 01300, Submittals for all pre-project, in-progress, and post-project submittals applicable to this Section.

PART 2 – MATERIALS

2.01. DESIGN REQUIREMENTS

A. Product Storage Requirements:

1. All tank components and equipment must capable of storing liquids to a maintained temperature of 150 degrees F at the tank interior surface. All tank components and equipment must be compatible with B-20 bio-diesel fuel product storage.

2. New connections, piping, and equipment shall be compatible with the materials being stored. Substances stored may include diesel fuel, gasoline, fuel oil, waste oil, or gasohol.

2.02. UST SYSTEMS

- A. The existing UST systems, two (2), 10,000 gallon diesel fuel tanks and one (1), 10,000 gallon gasoline tank, will remain in-place during all project work.

2.03. UST/FUEL MONITORING SYSTEMS

- A. The existing INCON, Franklin Fueling Systems TS-550 ATG leak detection system, sensors, probes, interior equipment and console, associated interior electrical conduit, and underground electrical conduit not in exposed UST work area shall remain in place during all project work.

B. Fuel Management System:

1. Contractor shall carefully disconnect and remove existing Petrovend K800 Hybrid island terminals (two (2)) and temporarily store inside Building B at a location chosen by the County.
2. The existing Petrovend island terminals shall be re-installed by the Contractor upon/during completion of new fuel island construction as shown on project drawings. Reconnect and place into previous operational status following re-installation. Petrovend K800 re-installation in strict accordance and compatibility with existing Phoenix Plus software, CFA program, and all other existing County equipment.

2.03. FABRICATION AND MATERIALS

A. Underground Storage Tanks:

1. Not Applicable:

B. Manholes:

1. Manholes for access to equipment and tank connections shall be provided and installed as indicated. Manholes/covers shall be rated heavy-duty and shall withstand H20 axle loads (70,000 lb. truck weights). Manholes/covers shall be flush-mounted without raised lips and must be installed to allow for slight concrete coning.
2. Spill containment manholes shall have a minimum fifteen (15) gallon capacity water tight, below-grade, for tank fill connections. Containment manhole shall be EBW 715BG, or approved equal.
3. Piping sump access manholes shall be fiberglass (FRP) 42-inch nominal diameter with a cast iron cover and a minimum 4-inch skirt. Riser height in accordance with existing UST burial depth(s). Manholes shall be Neenah R-5900-H, or approved equal.
4. Piping sumps shall be installed at tank man-way with containment collar. Sumps shall be used to collect leakage from the pump and/or piping.

5. All sump penetrations, including piping and electrical conduit, shall be sealed to provide a "watertight" container. A friction fit lid shall be installed to prevent water from entering the sumps.
6. Re-install liquid sensor probe, all tanks, all locations.

C. Piping and Fittings:

1. Pipe and pipe fittings furnished for this project shall conform to applicable ASTM material specifications. All PEI recommended practices shall be followed. All piping features indicated in manufacturer's data, including backfill material, and in accordance with all OSFM and PEI required and recommended practices, shall apply.
2. All below-ground piping shall be double-wall fiberglass.
3. All steel piping components that are to be partially or completely buried shall be stainless steel.
4. All piping shall be sloped back towards tanks.
5. All pipe runs shall be terminated with stainless steel flexible connectors.
6. Double containment fiberglass fuel system piping materials:
 - a. Fuel piping shall be filament wound fiberglass fuel piping of next size larger piping (than primary piping) as recommended by manufacturer., U.L. listed Red Thread II as manufactured by Smith Fiberglass Products, Inc., or approved equal.
 - b. Piping materials shall be compatible with the products noted in Sub-Section 2.01.A.1 above.
 - c. Pipe and fittings shall be joined with U.L. listed Smith Fiberglass DS-8400 or 8600 series adhesive, or equal, which shall be compatible with the product carried.
 - d. Compression molded fittings and adapters shall be of the same resin system as the pipe. The molding compound shall be reinforced with glass fiber.
 - e. The outer containment pipe shall be fiberglass and shall be the next size larger recommended by the manufacturer, and shall be compatible with the product carried.
 - f. The outer containment pipe shall allow for complete inspection of all primary pipe and fittings during testing before secondary is sealed.
 - g. Pipe supports and bedding, guides, and anchors shall be per manufacturer's recommendations.
 - h. Pipe burial shall be per manufacturer's recommendations or greater.
 - i. The carrier pipe and the containment pipe shall be 100 percent (100%) air tested.
7. Underground vent piping shall be fiberglass single wall U.L. listed Red Thread II as manufactured by Smith Fiberglass Products, Inc., or approved equal. Connect to existing underground vent piping as required. Aboveground and underground vent lines outside of the UST area (excavation) area shall remain in-place.

8. Flexible stainless steel hose shall be Resistoflex or equal, flexible connector constructed of stainless steel wire braid with chemically inert plastic liner and dielectric connections to insulate fittings from any other steel. Containment boots shall be provided for double wall tanks, as applicable. Swing joints built of threaded connectors will not be acceptable.
9. Piping and flexible steel connections to tank and pump shall be provided. Flex connectors shall be placed at the beginning and end of each line and at all changes in direction as required to allow for normal movement of pipe. Pipe joints shall be cut square and tapered cleanly to ensure a structurally sound joint. Pipe joints shall be made per manufacturer's instructions.

D. Product (Fuel) Pump Dispensers:

1. Contractor shall furnish and install two (2), new dual-nozzle (each side), front-mounted, Bennett 3000 Series Commercial Fleet style dispensers with volume display only (one each island) for diesel fuel, and two (2) new single-nozzle (each side), front-mounted, Bennett 3000 Series Commercial Fleet style dispensers with volume display only (one each island) for gasoline. All new dispensers shall be mounted on new fuel island at locations shown on project drawings. Dispenser models shall be all stainless steel cabinet (super stainless model, including dial cabinet face plates). **Dispenser substitutes will not be accepted.**
2. Provide containment system dispenser drip boxes at all new dispenser locations, Bennett products, specifically for the dispensers installed (no retro-fitting). Furnish and install new float sensors in/at each new dispenser.
3. Dispensers shall be equipped with break-away valves (hoses) hardware (OPW, or equal). Each hose to include inline break-away and heavy-duty swivel connector, (OPW, or equal). Overhead hose retrievers for all hoses/nozzles as provided by specified dispenser model. Hose lengths shall be maximum length, without making contact with new finish concrete slab elevation. Hose length restrictions per County's requirements.
4. Stage II vapor recovery equipment (requirements) not applicable.

E. Embedment and Backfill:

1. All new backfilling and backfill material shall conform to manufacturer's backfill requirements and OSFM regulations.
2. All unsuitable excavated soil shall be replaced with approved backfill, or as directed by Consultant.
3. Do not mix sand, native soil, or other unspecified material with approved embedment.
4. Backfill to sub-grade for concrete installation work.

F. Backfill/Grading Materials:

1. Backfill for new concrete slabs over tanks and piping shall be pea gravel or material meeting higher industry standard, as per tank manufacturer's requirements. Refer to Section 03001, Concrete Work.

G. Concrete Materials/Mix Proportions:

1. For all concrete slab and apron material specifications, refer to Section 03001, Concrete Work.
2. For new fuel island concrete, refer to Section 03001, Concrete Work and project drawings.
3. For concrete slab and island concrete reinforcement materials, refer to Section 03001, Concrete Work and project drawings.

H. Emergency Shut-Off Switches:

1. Furnish and install two (2) new emergency shut-off switches (one (1) on each island) mounted to cabinet of re-installed Pertovend island terminal or at a location on the islands approved by the County (Veeder-Root standard model, or approved equal).
2. Furnish and install new emergency shut-off switch on the face of Building B as replacement (Veeder-Root standard model, or approved equal).

PART 3 – PERFORMANCE

3.01. SUMMARY

- A. This portion of the project is defined as the fuel delivery system upgrade work and associated, specified items.
1. The Contractor shall obtain all necessary installation permits through local and state governmental bodies, as appropriate, immediately upon receipt of the Letter of Intent to Award. Such permitting must be in-place and copied to the County and Consultant upon receipt of such permit by Contractor. Contractor shall file all subsequent notifications with governing bodies upon completion as are required.
 2. Refer to Section 01300, Submittals for additional project submittal requirements.
 3. The Contractor shall protect the site and work area by providing barricades, proper warning signage, etc., rigidly maintained for duration of the project.
 4. The Contractor shall coordinate with County installation of items supplied or performed by County.
 5. The Contractor shall complete and close-out project and site by performing grading, requested restoration, cleaning, etc.
 6. The Contractor shall take all precautions necessary to insure the site can remain fully operational during the work.

3.02. EXCAVATION WORK

- A. The Contractor shall be responsible for excavation requirements and necessary permits. The Contractor shall also be responsible for the adequacy of the design of all excavations, sheeting and bracing areas and maintenance during the course of work. Review of the construction methods by the County's representative shall not relieve the Contractor of the above responsibilities.

B. The Contractor shall excavate and temporarily stockpile on-site, near the UST area, existing backfill materials to facilitate the upgrade work. Remove and properly dispose of the appropriate volume of UST backfill material (pea gravel and/or soil) that is considered unsuitable, to facilitate the removal and installation of new surface and underground UST features, piping, conduit, new pea gravel backfill, etc. Uncontaminated pea gravel may be reused. Any disposal of existing backfill materials shall be considered clean, unless otherwise directed by the Consultant. IEPA CCDD testing and certification requirements for the disposal of clean soil material shall be the responsibility of the Contractor in accordance with the latest IEPA's CCDD regulations (August 2012 revised regulatory requirements or later). utilizing the IEPA's LPC-663 form. Special care and precaution must be exercised during this and all demolition work to protect existing USTs from damage, movement, etc. Any damage to the USTs during this work shall be repair by the Contractor at no cost to the County.

C. Sheeting and Bracing:

1. Use where required, where resulting slopes from excavation (or trenching) might endanger in-place or proposed structures or utilities.
2. Provide materials on site prior to start of excavation. Adjust spacing and arrangement as required by conditions encountered.
3. Remove sheeting and bracing as backfill progresses. Fill voids left after withdrawal with approved material.
4. Leave in place when required by conditions of supported material and cut off at approved elevation below the surface.
 - a. No higher than one (1) foot below finished surface grade in non-paved areas.
 - b. No lower than one (1) foot above top of buried pipe or conduits.
 - c. No higher than one (1) foot below bottom of any pavement surfacing material.

D. Explosives:

1. Blasting will not be permitted.

E. Excavation for Structures:

1. Excavate area adequate to permit efficient erection and removal of forms.
2. Excavate by hand in areas where space and access will not permit use of machines.
3. Restore bottom of excavation areas to proper elevation with compacted granular fill material in areas over excavated.
4. Control grading around excavations to prevent surface water from flowing into excavated areas.

F. Trenching for Underground Utilities:

1. Equipment and Methods:

- a. Types of equipment and methods may be at Contractor's option, where structures or other facilities are not endangered.
- b. Equipment and methods shall be subject to approval of jurisdictional agency where stability or usefulness of other facilities may be impaired.
- c. Perform by hand methods when required.
- d. Provide and place steel plates to cover open trench in traffic areas.
- e. All electrical conduit trenches shall be in strict accordance with the National Electrical Code and all other governing electrical standards that apply.

2. Side Walls:

- a. As applicable, make vertical or sloped within specified excavation/trench width limitations below a plane 12 inches (12") above top of pipe.
- b. Make vertical, sloped or stepped as required for stability, above a plane 12 inches (12") above top of pipe.
- c. Excavate without undercutting.
- d. Depth also per OSFM requirements and as existing USTs determine.

3. Excavation/Trench Depth:

- a. Excavate to depth sufficient to provide the minimum bedding requirements for the pipe being replaced.
- b. Do not exceed depth indicated where conditions of bottom are satisfactory.
- c. Increase depth as necessary to remove unsuitable supporting materials.

4. Excavation/Trench Bottom:

- a. Protect and maintain when suitable natural materials are encountered.
- b. Remove rock fragments and materials disturbed during excavation or raveled from trench walls.
- c. Restore to proper sub-grade with trench stabilization material.

5. Excavation/Trench Width:

- a. Excavate trench to a width which will permit satisfactory jointing of the pipe and thorough tamping of bedding.
- b. Minimum trench width: Maintain trench width to accommodate a minimum 6 inch (6") clearance from any pipe wall, and as per OSFM requirements.

G. Dewatering:

- 1. Control grading around excavations to prevent surface water from flowing into excavation area.
- 2. Drain or pump as required to continuously maintain all excavations and trenches free of water or mud from any source and discharge to approved drains or drainage channels. Commence when water first appears and continue until work is complete to the extent that no damage will result from hydrostatic pressure, flotation, or other causes.

3. Remove sub-grade material rendered unsuitable by excessive wetting and replace with approved material.

3.03. INSTALLATION OF NEW UST EQUIPMENT/SYSTEMS

- A. All equipment shall be installed per the manufacturer's current recommendations; recognized industry standards, and federal, state, and local codes.

- B. Backfill:

1. Backfill material shall be pea gravel or as per manufacturers specifications.
2. Use hand methods to place and transfer materials to a horizontal plane 12 inches (12") above top of tank.
3. Place materials in layers not exceeding 12 inches (12").
4. Continue to backfill to top of tank or to grade, compacting as necessary.
5. Do not mix lifts of sand, native soil, or other unspecified material with lifts of approved backfill.
6. Place backfill materials in a manner to avoid damage to piping and connections.

- C. Piping Installation:

1. Piping shall be unloaded, stored, and handled as recommended by manufacturer to avoid damaging the materials.
2. Fiberglass piping shall be installed in strict accordance with manufacturer's instructions and PEI recommended practice.
3. Contractor shall provide all tools and materials required to properly assemble and install the piping.
4. Adequate and accessible unions for disassembly and maintenance or replacement of valves and equipment shall be provided.
5. Expiration dates and shelf-life of adhesive kits shall be closely monitored by the Contractor. No materials that have exceeded the recommended shelf-life or expiration date shall be used in the installation of fiberglass piping system.
6. Adhesive shall be allowed to fully cure as recommended by the manufacturer. The use of external heat to aid curing shall be applied evenly to prevent areas of localized overheating.
7. Piping system (carrier and contamination piping) shall be "dry-fit" prior to application of adhesive.
8. Carrier piping shall be pressure tested before containment piping is permanently installed. Containment piping system shall be separately pressure tested.

9. Laying Underground Piping.

- a. Piping shall be installed at a depth below grade facilitating a slope of a minimum of 1/8-inch (1/8") per foot down to tanks.
- b. All underground pipelines shall be laid and embedded to, and maintained at the flow-line elevation and grades necessary for installation.
- c. The full length of each section of pipe shall rest solidly upon the pipe bed of 6-inch (6") deep specified embedment material.
- d. Any pipe that has the grade or joint disturbed after being laid shall be taken up and re-laid.
- e. Pipe shall not be laid in water or when trench conditions are unsuitable except by written permission of the Consultant.
- f. Pipe shall be anchored during installation to prevent flotation prior to placement in service.
- g. When work is not in progress, open ends of pipe or fittings shall be securely closed so that no trench water, earth, or other substance will enter the pipe or fittings.
- h. Pipe shall be installed so as to be clear of contact with other pipes, pipe sleeves, casings, reinforcing steel, conduits, cables, or other structures.
- i. Separators shall be Formica covered or plastic blocks 6-inch by 6-inch (6" x 6") by 1/2-inch (1/2") thick, or other similar material. No wood shall be used.
- j. Vent lines shall be fiberglass below ground (vertical, above-grade vent lines not applicable).
- k. All piping and vent lines shall terminate with stainless steel flexible connectors where applicable.
- l. Route piping to pump locations as indicated on drawings.

10. Hangers, Supports and Anchors:

- a. The design, selection, spacing, and application of pipe hangers, supports, and anchors shall be in accordance with the codes and standards specified. The ANSI/ASME B31.1 Code for Power Piping shall take precedence over the MSS SP-69 standard.
- b. Hanger class and selection of components shall be in accordance with those specified.
- c. Hangers, supports, and anchors shall be installed to prevent sag or vibration and to adequately support the piping without interfering with inherent flexibility.
- d. Necessary adjustments shall be made after systems are placed in operation.
- e. All required inserts and anchors shall be installed prior to pouring of concrete.
- f. Explosion or power driven fasteners shall not be used.
- g. Piping shall be installed and necessary supports and anchors shall be provided to prevent the forces and mounting imposed on equipment from exceeding the limits specified by the equipment manufacturer.

D. Re-Installation of UST Monitoring/Leak Detection Components:

1. All equipment shall be installed/re-installed per the manufacturer's current recommendations; recognized industry standards; and federal, state, and local codes.
2. Install new power and data cables in rigid, explosion proof conduit as specified by the manufacturer and the National Electric Code. Power and data cables shall not be run in the same conduit, if applicable.

3. Contractor or manufacturer shall provide a representative to make final inspection, place the system into operation, and instruct County's personnel in the proper maintenance, operation, and troubleshooting of system.

E. Re-Installation of Fuel Management Equipment:

1. Re-install Petrovend K800 Hybrid fuel management island terminals at new pump island locations as shown on project drawings. Orientate key reader pad toward (pad facing) Burlington Road. Petrovend K800 re-installation in strict accordance and compatibility with existing Phoenix Plus software, CFA program, and all other existing County equipment. Comply with manufacturer's installation instructions regarding re-installation. Comply with manufacturer's instructions and County needs regarding re-establishment of communications and software.
2. Provide all testing, training, etc. at project completion.
3. All electrical work shall be in compliance with all governing codes, etc., and according to the specifications of the systems requested. The Contractor shall utilize existing panels or power sources.
4. Other installation coordination details to be discussed and finalized at the Pre-Construction meeting.

3.04. FIELD TESTING

- A. Detailed procedures for testing methods shall be submitted to the Consultant for approval at the Pre-Construction meeting.
- B. Tests shall be witnessed by the Consultant and OSFM as required, and performed by an independent State registered company.
- C. New backfill particle sieve analysis data to be submitted to Consultant prior to work for approval.
- D. After installation of piping is complete, before backfilling and in the presence of the Consultant, the piping shall be pressure tested as specified by manufacturer.
- E. After piping has been installed and filled with County supplied product, the Contractor shall perform a precision tightness test using an independent testing service as defined by NFPA 329-4-3.10 as a final test for leaks in the system. The results shall be submitted to the Consultant immediately upon completion.
- F. The test results shall show tightness conforming to EPA regulations as described in 40 CFR Parts 280.41 and 280.43 and as defined by NFPA 329-4-3.10 (less than 0.05 gallon per hour leakage). Should the test(s) fail, the Contractor shall take immediate action to correct any leaks and shall be liable for all charges incident to such correction. The system shall be retested until it conforms to the above standard.
- G. The Consultant shall be given at least five (5) day's notice for acceptance test to provide time to arrange for immediate fill of tanks with fuel after testing is complete. No liquid shall be put into tanks until sufficient backfill material has been placed outside for support. Under no circumstances shall liquid be put into the tanks to a level above the backfill height at any time during the installation.

- H. All piping or other equipment found to be defective, damaged and/or leaking shall be replaced by the Contractor at no additional cost to the County.

3.05. CONCRETE WORK

- A. Specified elsewhere (Section 03001) and project drawings.

3.06. EQUIPMENT TEST AND CHECKOUT

- A. Before equipment installations will be accepted, the equipment furnished by the Contractor shall be tested and demonstrated to be correctly connected and installed.
- B. All testing and checkout procedures of the manufacturer shall be carried out completely.
- C. Any operating difficulty or defective item as a result of the Contractor's work shall be repaired or replaced and put into proper operation by the Contractor immediately.
- D. All tested equipment found to be defective or inoperable to any extent is to be reported to the County's representative immediately.
- E. All equipment and surrounding areas shall be protected from damage resulting from testing operations. Any spills or leakage from testing shall be remedied.
- F. Provide staff training session of new system at a date and time mutually agreed upon.
- G. Refer to Section 01300, Submittals for additional requirements.

3.07. ADJUSTMENTS AND CALIBRATION

- A. Contractor shall adjust all valves for the flows and pressure settings indicated and specified.
- B. Final adjustments shall be made during system operation prior to final start-up.
- C. Contractor shall provide all instructional and maintenance data as specified by manufacturer. Also comply with training and other post-project submittal requirements.

END Section 02083.

SECTION 03001-CONCRETE WORK

PART 1 – GENERAL

1.01. SUMMARY

- A. The bid documents, general provisions of the documents, including general and supplementary conditions and other contractual specification sections, apply to the work of this section. The bid documents show the work of the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, requirements for partial County occupancy during work, and coordination with other work and phasing of work. Whenever there is a conflict or overlap of the above references, the more stringent provisions shall apply.
- B. By submitting a bid, the Contractor acknowledges and has satisfactorily investigated:
 - 1. The conditions affecting the work, including but not limited to, the physical conditions of the site which bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities, or otherwise affect performance of required activities.
 - 2. The character and quantity of surface materials and of obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site and from information presented in the Contract Documents included with this contract. Failure by the Contractor to acquaint and acknowledge all available information will not relieve the Contractor of the responsibility for properly estimating the difficulty or cost of successfully performing the work. The County is not responsible for conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

1.02. SCOPE OF WORK COVERED BY THIS SECTION

A. Concrete Work:

- 1. Provide all labor, materials, equipment, services, insurance, etc. to fully complete the following items as specified herein and as shown on project drawings:
 - a. All necessary surveying, site construction lay-out, and site preparation work to facilitate new UST reinforced concrete slab, fuel island apron reinforced concrete slab, and new fuel island concrete installation work.
 - b. Installation and compaction (as required) of backfill material for new reinforced concrete UST slab, new reinforced concrete approach apron at new fuel island, and new concrete fuel island.
 - c. Installation of new twelve inch (12") thick reinforced concrete slab at UST location and new reinforced concrete approach aprons at new fuel island locations, as shown on project drawings.
 - d. Installation of new stainless steel island forms and concrete. New raised island bumper ends to be reinforced, as shown on project drawings.
 - e. Installation of concrete reinforcing mesh and bars, as specified herein and as shown on project drawings.

- f. Control joints and installation of adjoining slab reinforcement bars as specified herein and as shown on project drawings.

1.03. REFERENCES

A. Specified references, current at date of bidding documents unless otherwise specified, govern the work. In conflict between specified codes and standards and project specifications or regulatory requirements, make written request to Consultant for decision.

1. American Concrete Institute (ACI).

- a. ACE 301 - Specifications for Structural Concrete for Buildings, including all ACI and ASTM Standards therein referenced.
- b. ACI 318 - Building Code Requirements for reinforced concrete.

2. Illinois Department of Transportation (IDOT): Standard Specifications for Road and Bridge Construction, including all addenda, latest edition. Utilize requirements that will achieve best resistance to heavy use of road salt, including mix ratios to avoid premature spalling.

3. Concrete Reinforcing Steel Institute (CRSI):

- a. CRSI Manual of Standard Practice.
- b. CRSI Recommended Practice for Placing Reinforcing.

1.04. SUBMITTALS

A. Refer to Section 01300, Submittals for concrete submittal requirements.

PART 2 – PRODUCTS

2.01. REQUIREMENTS

A. Backfill Materials:

- 1. Backfill materials above and immediately surrounding new UST system equipment in strict accordance with manufacturer's requirements.

B. Concrete Materials:

- 1. Cement: Conform to ASTM C150. Portland cement Type I.
- 2. Water: Clean and free from injurious amounts of oil, acid, alkalis, or other deleterious substances. Any potable drinking water will be acceptable.
- 3. Fine Aggregates: Clean natural sand. Manufactured sand may be used upon approval of the project representative. Conform to ASTM C33.
- 4. Coarse Aggregates: Clean crushed stone or processed gravel, not containing organic materials. Conform to ASTM C33.
- 5. Air Entrainment: Five percent (5%) air shall be used in all concrete.

6. Water Reducing Admixture: Conform to ASTM C494, Type A.
7. Utilize IDOT standards and specification requirements that will achieve best resistance to heavy use of road salt, including mix ratios to avoid premature spalling.

C. Concrete Reinforcements/Other Features:

1. Concrete slabs above UST area shall be twelve inch (12") thickness and reinforced with heavy gauge (No. 4, 1/2" diameter) 6" X 6" welded wire mesh, as shown on project drawings. Provide and maintain support stands for reinforcement mesh to insure mesh remains in center of slab during and after pour.
2. Concrete approach apron slabs at new fuel islands shall be twelve inch (12") thickness and reinforced with heavy gauge (No. 4, 1/2" diameter) 6" x 6" welded wire mesh, or approved equal, as shown on project drawings. Provide and maintain support stands for reinforcement mesh to insure mesh remains in center of slab during and after pour.
3. Concrete fuel island shall be ten inch (10") thickness, or greater, and poured into 30' x 5' x 13" deep stainless steel island form, at locations shown on project drawings.
4. Provide and install raised (2'-6" above new finish island concrete) fuel island concrete bumpers at each end of both new fuel pump islands. Pour concrete into new stainless steel form. Furnish and install No. 4, 1/2" diameter reinforcing bars in cage configuration in/for each raised fuel island concrete bumper, as shown and detailed on project drawings.
5. Install additional concrete reinforcing bars (No. 4, 1/2" diameter), 18" long, 3'-0" on center where new concrete slabs adjoin existing concrete slabs and where new concrete slabs adjoin new fuel pump island concrete. Drill 6" into existing concrete slabs at reinforcement bar locations and glue (epoxy) in-place. Reinforcement pinning bars to extend 12" into adjoining slabs and must be epoxy coated. See project drawings for additional detail.
6. Cut control joints to depths and at locations shown on project drawings.
7. Concrete slab forming may be wood or approved equal only as needed.

D. Concrete Mix Proportions:

1. UST and apron concrete slabs shall conform to the following proportions and limitations:
 - a. Minimum compressive strength of 5,000 psi at 14 days, no less than six (6) bags of cement per cubic yard of concrete.
 - b. Slump - 3 inches, plus or minus 1 inch.
2. Concrete fuel island mix:
Concrete fuel island mix (including raised bumpers) shall have minimum compression strength of 5,000 psi, at 14 days, no less six (6) bags of cement per cubic yard of concrete.

3. Concrete Sealant and Retarder:

- a. Add concrete sealant (spray) after each pour.
- b. Add retarder to achieve proper cure and cure time if temperature reaches, or is expected to reach, 85 degrees (F) or higher during pour(s).

PART 3 – PERFORMANCE

A. Excavation and Preparation:

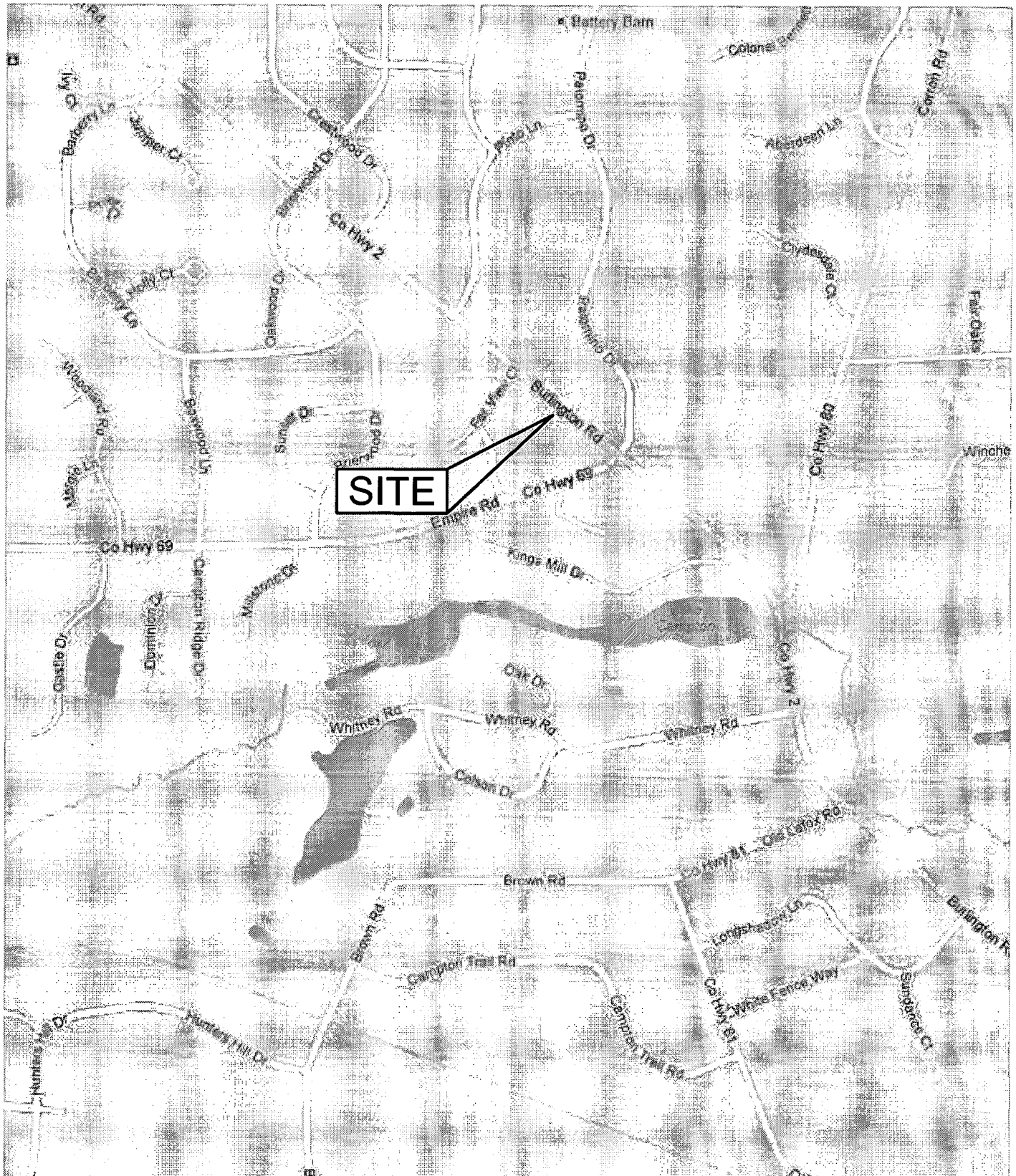
1. Saw-cut existing concrete in even lines at locations shown on project drawings, excavate, remove, and properly dispose of existing concrete to facilitate installation of new concrete.
2. Excavate, remove, and properly dispose of existing concrete pavement base gravel and earth, as needed, to facilitate installation of new concrete base gravel/pea gravel for preparation for new slabs.
3. Compact exposed earth as required.
4. Verify lines, levels, and measurements before proceeding with form work, as needed. Concrete slab at UST location shall match slope of existing, surrounding pavement. Fuel island concrete approach aprons shall be minimally sloped away from fuel island (form), but installed for flush installation with surrounding concrete pavement.
5. Slightly cone (raise) concrete at all UST upgrade man-ways, manholes, and other features.
6. Form work to be consistent with industry accepted standards or manufacturer's printed instruction. Earth forms not permitted.

B. Installation:


1. Concrete slabs shall be poured in conjunction with backfill and grading requirements outlined here and elsewhere, per manufacturer's specifications, and as shown on project drawings.
2. Allow for new specified site features to be worked into pouring of concrete. Slightly cone (raise) concrete at all UST upgrade man-ways, manholes, and other features.
3. Place new stainless steel island form and pour new fuel island concrete allowing for new and re-installed UST system fuel island features.
4. Pour new reinforced concrete slabs at thicknesses specified and as shown on project drawings.
5. Install heavy gauge reinforcing mesh in all new concrete slabs as specified in this Section and as detailed and shown on project drawings.
6. Install all other reinforcement bars as specified in this Section and as detailed and shown on project drawings.

7. Cut/install control joints in slabs at locations shown on project drawings.
8. Provide sealant and curing compound upon completion of each pour to all concrete slabs. Refer to 2.01.D. 3 above.

END Section 03001.



NOTE: MAP ADAPTED FROM GOOGLE MAPS

<p>INTEGRITY ENVIRONMENTAL SERVICES, INC.</p> <p>1240 IROQUOIS DRIVE, SUITE 102 NAPERVILLE, ILLINOIS 60563 (630) 718-9133 (630) 718-9114 (FAX)</p>	<p>PROJECT: FUEL DELIVERY SYSTEM UPGRADE KANE COUNTY DIV. OF TRANS. 41W011 BURLINGTON ROAD ST. CHARLES, ILLINOIS</p> <p>OWNER: COUNTY OF KANE 719 SOUTH BATAVIA AVENUE GENEVA, ILLINOIS 60134</p>	<p>DRAWN BY: BK DATE: 2/05/13</p> <p>IES NO.: 891-02</p> <p>SCALE: 1" = 1,000'</p> <p>0 500 1,000 SCALE IN FEET</p>	<p>AREA LOCATION MAP</p> <p></p> <p>NORTH</p> <p>C-1</p>
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KEY NOTES

1. Contractor access to/from Burlington Road only. Contractor shall coordinate all equipment, materials, deliveries, and vehicle movement with Kane County Division of Transportation personnel.
2. Approximate location of existing underground storm sewer line and storm sewer inlets (flows northeast to Burlington Road). Storm sewer lines to remain in operation and shall be protected from damage during all work. Protect and cover all storm sewer inlet (basin) locations, as needed, during the work. Surface/storm water run-off originating from or draining through UST upgrade areas shall not be allowed to enter storm sewer inlets during the work.
3. Approximate location of existing underground water line (from Burlington Road). Water lines to remain in operation and shall be protected from damage during all work. Do not block or impede access to fire hydrant/flushing station southwest of fuel pump islands.
4. Existing asphalt pavement to remain in-place during the project. Special care must be exercised to protect all surrounding asphalt pavement from damage during the work.

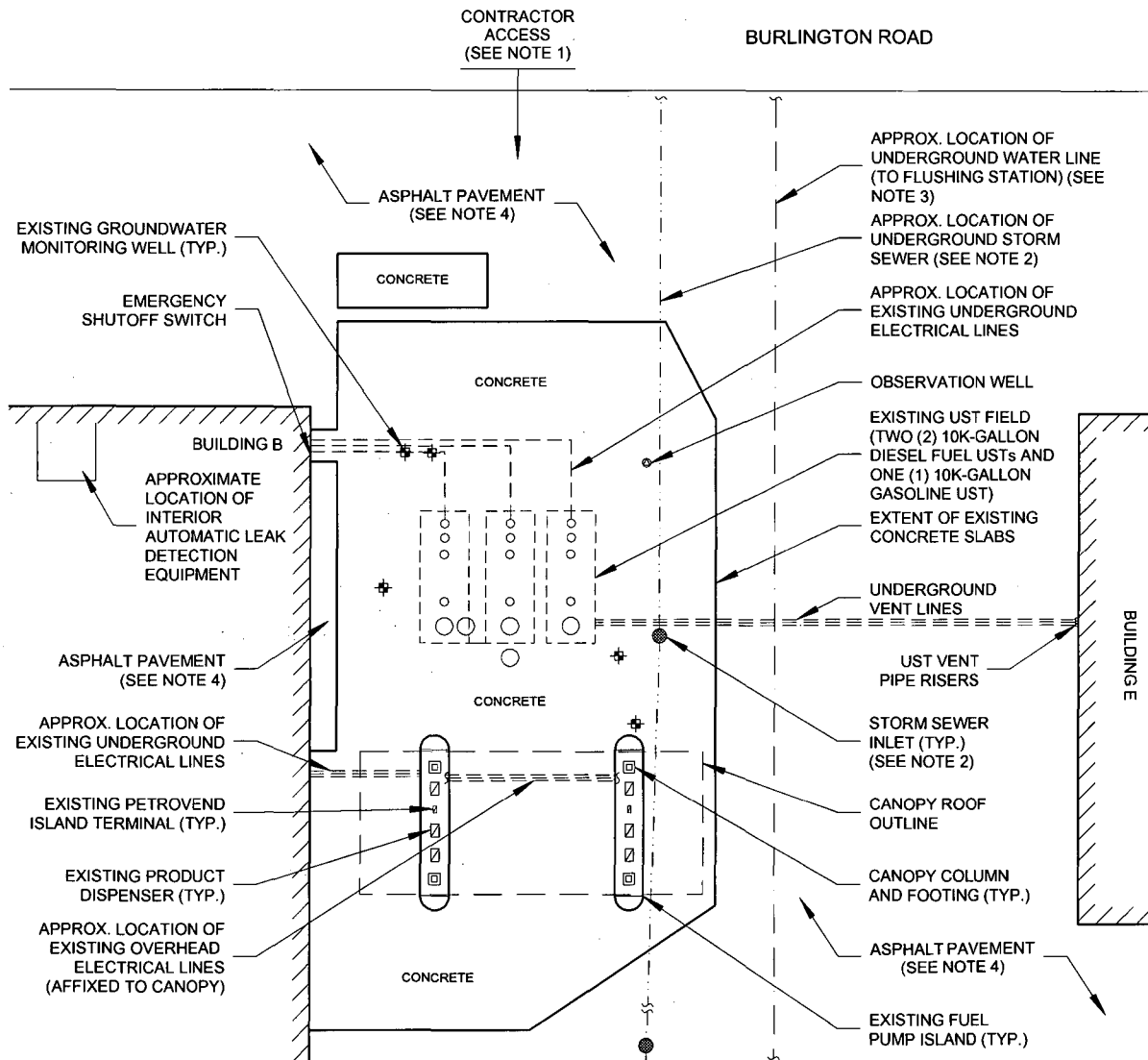
GENERAL NOTES

Unlimited access and usage of the site is prohibited. Coordinate access and usage at Pre-Construction Meeting.

This Site Plan is intended to illustrate existing conditions and site features. All items and features shown on are located in approximation. Contractor is responsible for verifying all dimensions, measurements, item locations, etc.

This Kane County Division of Transportation facility is to remain fully operational and active at all times during the work. Contractors, sub-contractors, deliveries, etc. are expected to fully cooperate in every way with the daily operations of the site.

Refer to Drawing UST-1 for additional details and information regarding existing conditions and demolition work.



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PROJECT: FUEL DELIVERY SYSTEM UPGRADE
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41W011 BURLINGTON ROAD
ST. CHARLES, ILLINOIS

OWNER: COUNTY OF KANE
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DRAWN BY: BK
DATE: 2/05/13

IES NO.: 891-02

SCALE: 1" = 20'-0"
0 5 10 20
SCALE IN FEET

SITE PLAN
(EXISTING CONDITIONS)



C-2

KEY NOTES

1. Location/limit of concrete saw-cut lines at existing control joints (see Legend for saw-cut line designation). Existing concrete slab is fourteen inches (14") thick (average/nominal thickness). Remove and properly dispose of concrete waste (off-site) immediately. On-site stockpiling will not be permitted. All saw-cutting lay-out shall be approved by the Consultant prior.
2. Location/limit of new concrete saw-cut lines (see Legend for saw-cut line designation). Existing concrete slab is fourteen inches (14") thick (average/nominal thickness). Saw-cut in even and straight lines to facilitate installation of new concrete slabs. Remove and properly dispose of concrete waste (off-site) immediately. On-site stockpiling will not be permitted. All saw-cutting lay-out shall be approved by the Consultant prior.
3. Extent of existing concrete slab removal. See Notes 1 and 2 for saw-cutting information and requirements. Remove and properly dispose of all existing UST surface features and UST underground components specified for removal in UST area, including all underground product piping, man-ways, manholes, covers, monitoring wells, and underground electrical conduits at exposed areas only. UST probes, sensors, submersible pumps (unless Alternate Bid for new UST submersible pumps is accepted), and other existing UST features to remain in-place or to be temporarily removed and reinstalled. Special precaution must be exercised during all concrete removal work to protect USTs and their components from damage, movement, etc.
4. Disconnect, remove, and properly dispose of existing product dispensers (six (6) total), including all hardware, surface electrical conduit, any underground electrical conduit relating to the existing dispensers, and other related items that will be replaced.
5. Carefully disconnect and remove existing Petrovend K800 Hybrid island terminals (two (2) total) and temporarily store inside Building B at a location chosen by the Owner. The existing Petrovend island terminals shall be reinstalled by the Contractor upon/during completion of the new fuel islands at locations and orientation as shown on Drawing UST-2.
6. Saw-cut (as needed), remove, and properly dispose of existing fuel pump islands, including steel island forms, island bumper ends, any steel reinforcing bars, etc. Canopy footings, foundations, and canopy structure to remain in-place. Electrical conduit presently fixed to canopy columns and to overhead canopy roof to remain in-place for re-use. All signage, fire extinguishers, window washer fluid containers, and any other items temporarily fixed to the existing canopy columns or other fuel island features shall be removed by the Contractor and returned to the Owner. Special care and precaution must be exercised at all times during construction to prevent any damage to the canopy structure, including its footings and foundations. Any damage to the canopy structure or its components during the work shall be repaired or replaced by the Contractor at no cost to the Owner.
7. Approximate location of existing underground electrical conduit from Building B to existing USTs and fuel pump islands. All underground electrical conduits exposed during this project shall be removed and replaced and re-connected to existing conduit that will remain in-place.
8. Existing underground vent lines and vertical risers at Building E. Underground vent lines exposed during this project shall be removed and replaced and re-connected to underground lines that will remain in-place.
9. Existing groundwater monitoring wells shall be properly removed (abandoned) in accordance with all governing regulatory agencies. Refer to Section 02083 for additional detail.
10. Existing observation well to remain in-place.
11. Existing emergency shut-off switch (at wall of Building B) shall be removed and replaced (see Drawing UST-2).
12. Existing interior leak detection equipment (INCON T550) shall remain in-place. All new, related equipment, including electrical connections, shall be compatible with existing system.

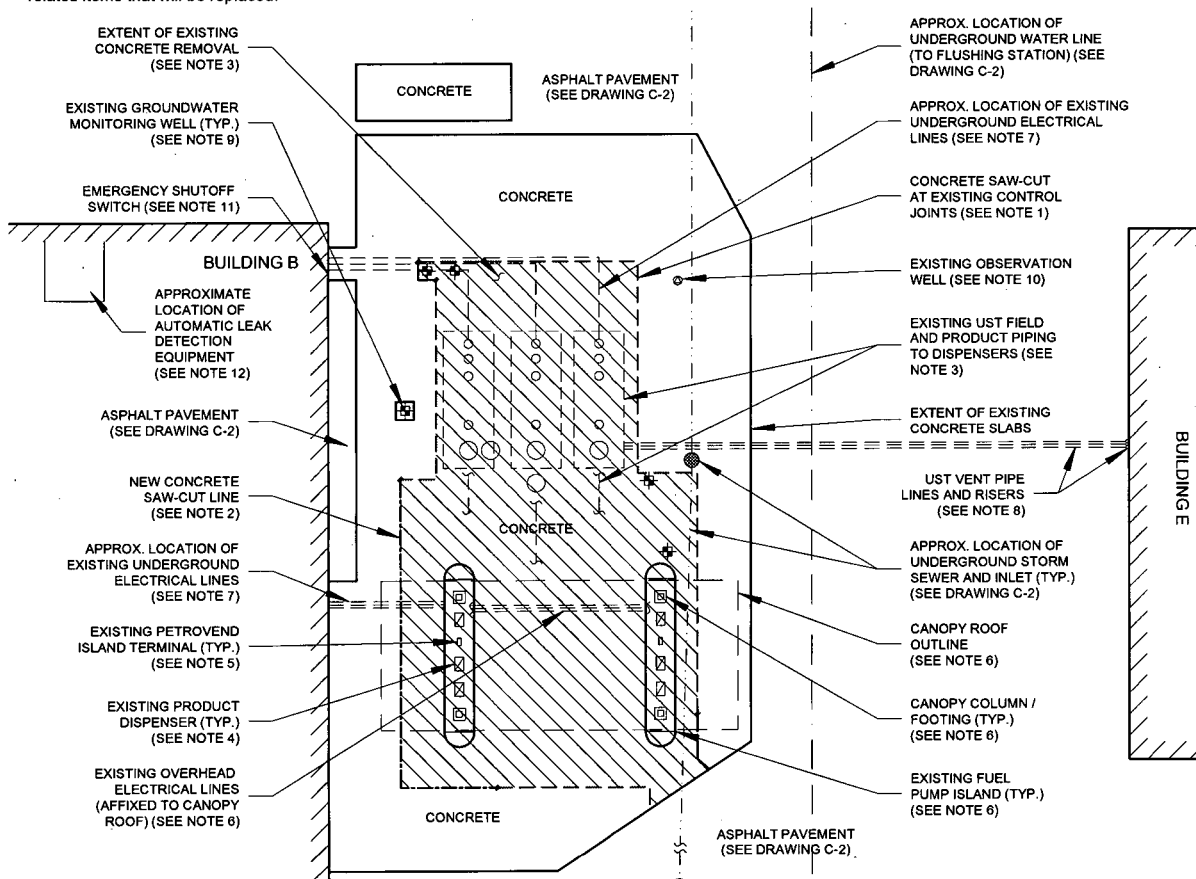
GENERAL NOTES

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Refer to Drawings C-2, UST-2, and UST-3 for additional details and information regarding existing conditions and new work.



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ENVIRONMENTAL SERVICES, INC.

1240 IROQUOIS DRIVE, SUITE 102
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PROJECT: FUEL DELIVERY SYSTEM UPGRADE
KANE COUNTY DIVISION OF TRANSPORTATION
41W011 BURLINGTON ROAD
ST. CHARLES, ILLINOIS
OWNER: COUNTY OF KANE
719 SOUTH BATAVIA AVENUE
GENEVA, ILLINOIS 60134

DRAWN BY: BK
DATE: 2/05/13

IES NO.: 891-02

SCALE: 1" = 20'-0"
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SCALE IN FEET

EXISTING CONDITIONS AND
DEMOLITION PLAN



UST-1

KEY NOTES

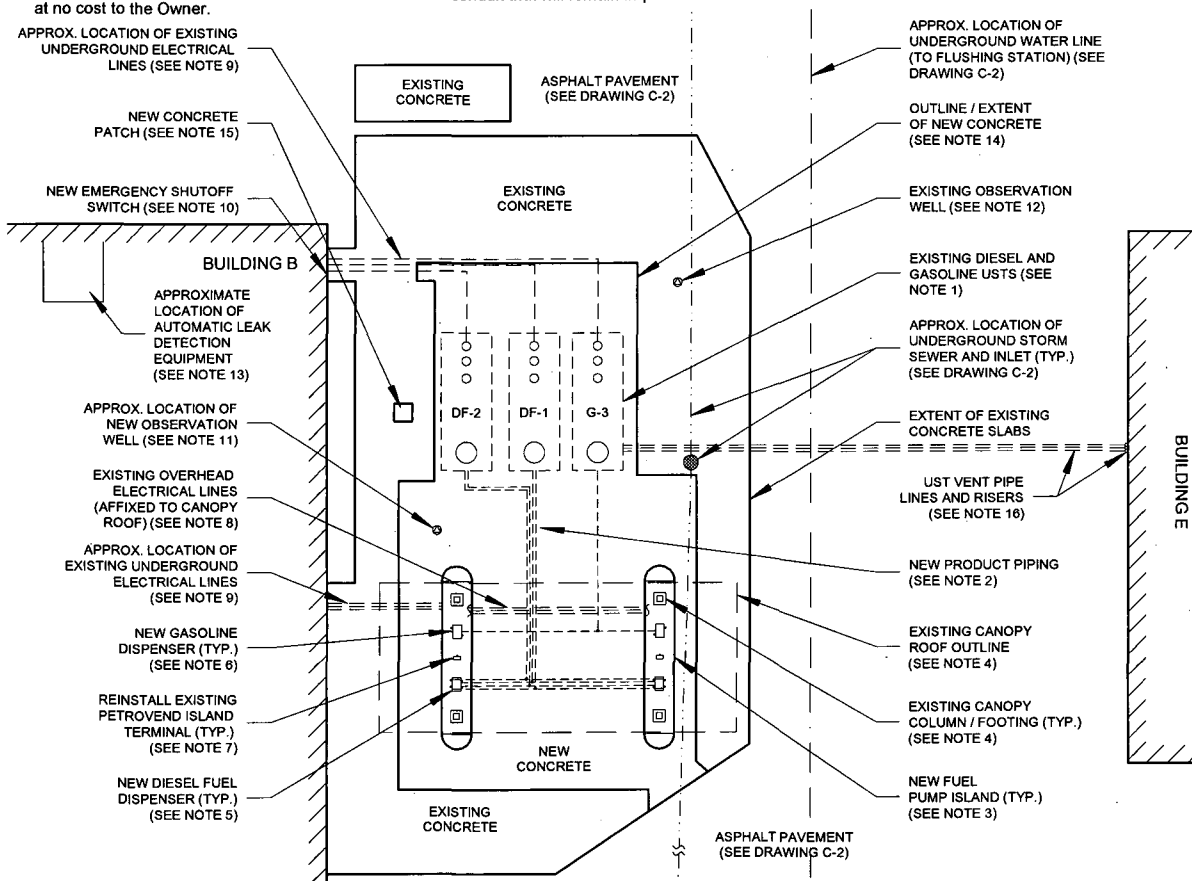
1. Existing USTs and UST probes, sensors, submersible pumps (unless Alternate Bid for new UST submersible pumps is accepted), and other existing UST features as outlined in Section 02083 to remain in-place or to be temporarily removed and reinstalled. Install new features, including containment sumps, man-ways, etc. as specified (one (1), 42" diameter and three (3), 18" diameter sumps/risers and manholes per UST. Paint manhole covers in accordance with OSFM and PEI standards. USTs are designated DF-1 (diesel fuel UST 1), D-2 (diesel fuel UST 2), and G-3 (gasoline UST 3). Special precaution must be exercised during all upgrade work to protect USTs and their components from damage, movement, etc.
2. General location of new underground double-wall fiberglass product piping from USTs to new pump island dispenser locations. Diesel fuel product piping shall be routed so that each side of all diesel fuel dispensers contain hoses/nozzles from both diesel fuel USTs. Refer to Section 02083 for specified details and requirements.
3. Location of new concrete fuel pump islands. Refer to Section 02083, Section 03001 for specified details and requirements and to Drawing UST-3 for location dimensions and additional detail.
4. Canopy footings, foundations, and canopy structure to remain in-place. Electrical conduit presently fixed to canopy columns and to overhead canopy roof to remain in-place for re-use/connection to new conduit. Special care and precaution must be exercised at all times during construction to prevent any damage to the canopy structure, including its footings and foundations. Any damage to the canopy structure or its components during the work shall be repaired or replaced by the Contractor at no cost to the Owner.

5. Location of new dual-nozzle, (each side), front-mounted Bennett 3000 Series Commercial Fleet style dispensers with volume display only (one (1) each island) for diesel fuel. Product piping shall be routed so that all fueling sides of the diesel fuel dispensers include one (1) hose/nozzle from DF-1 and one (1) hose/nozzle from DF-2. Refer to Section 02083 for specified details and requirements.
6. Location of new single-nozzle, (each side), front-mounted Bennett 3000 Series Commercial Fleet style dispensers with volume display only (one (1) each island) for gasoline. Refer to Section 02083 for specified details and requirements.
7. Location of re-installed of Petrovend K800 Hybrid island terminals. Orientate key reader pad toward (pad facing) Burlington Road. Petrovend K800 re-installation in strict accordance and compatibility with existing Phoenix Plus software, CFA program, and all other existing Owner equipment. Install new emergency shut-off switches (one (1) at each terminal) as specified and detailed in Section 02083.
8. Electrical conduit presently fixed to canopy columns and to overhead canopy roof to remain in-place for re-use/connection to new conduit. Special care and precaution must be exercised at all times during construction to prevent any damage to the canopy structure, including its footings and foundations. Any damage to the canopy structure or its components during the work shall be repaired or replaced by the Contractor at no cost to the Owner.
9. Approximate location of existing underground electrical conduit from Building B to existing USTs. All underground electrical conduits exposed during this project shall be removed and replaced and re-connected to existing conduit that will remain in-place.

10. Location of new emergency shut-off switch (install at wall of Building B). Refer to Section 02083 for additional specified details and requirements.
11. Approximate location of new groundwater observation well. Final location to be determined during construction. New well shall be 9" diameter and 20'-0" deep, slotted steel. Furnish and install riser and flush-mounted surface housing with steel cover marked as observation well.
12. Existing observation well to remain in-place.
13. Existing interior leak detection equipment (INCON T550) shall remain in-place. All new, related equipment, including electrical connections, shall be compatible with existing system.
14. Outline/extent of new 12" thick concrete slab(s). See Section 03001 and Drawing UST-3 for specifications, details, and requirements associated with concrete work.
15. New concrete patch (3'-0" x 3'-0") to replace void left by old monitoring well removal. Concrete at this location to be 12" thick. See Section 03001 and Drawing UST-3 for specifications, details, and requirements associated with concrete work.
16. Existing underground vent lines and vertical risers at Building E to remain in-place. Underground vent lines exposed during this project shall be removed and replaced and re-connected to underground lines that will remain in-place. Refer to Section 02083 for specified details and requirements.

GENERAL NOTES

See Drawing UST-1 for General Notes



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DRAWN BY: BK
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IES NO.: 891-02

SCALE: 1" = 20'-0"
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SCALE IN FEET

UST SYSTEM UPGRADE PLAN



UST-2

KEY NOTES

1. Furnish and install new reinforcing bar cage in all new fuel pump island bumper ends. All vertical and horizontal reinforcing bars shall be No. 4, 1/2" diameter wired together for stability during concrete pour. Cage shall be installed for/at concrete perimeter only.
2. Saw-cut 4" deep control joint in poured/cured concrete slab at locations shown. Use lines on this drawing as a guide for locations.
3. Install additional concrete reinforcing bars (No. 4, 1/2" diameter), 18" long, 3'-0" on center where new concrete slabs adjoin existing concrete slabs and where new concrete slabs adjoin new fuel pump island concrete. Drill 6" into existing concrete slabs at reinforcement bar locations and glue (epoxy) in-place. Reinforcement pinning bars to extend 12" into adjoining slabs and must be epoxy coated.

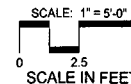
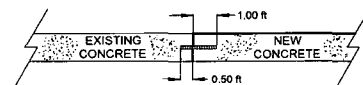
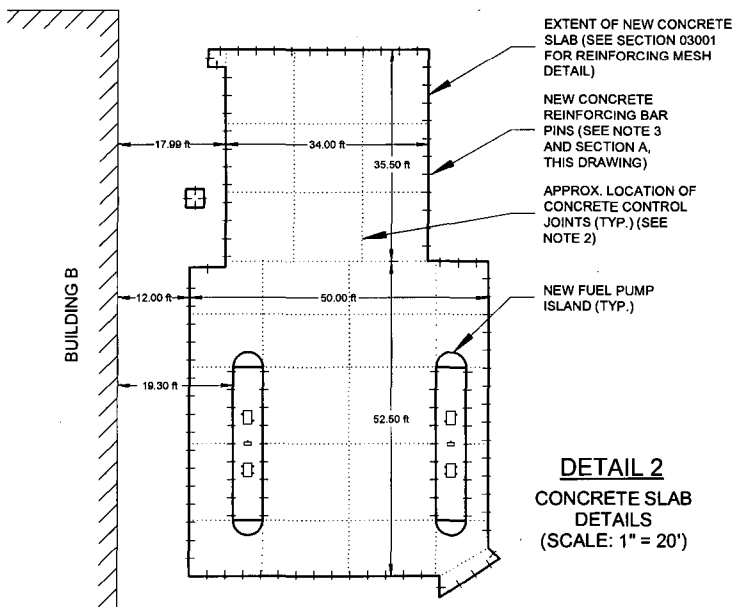
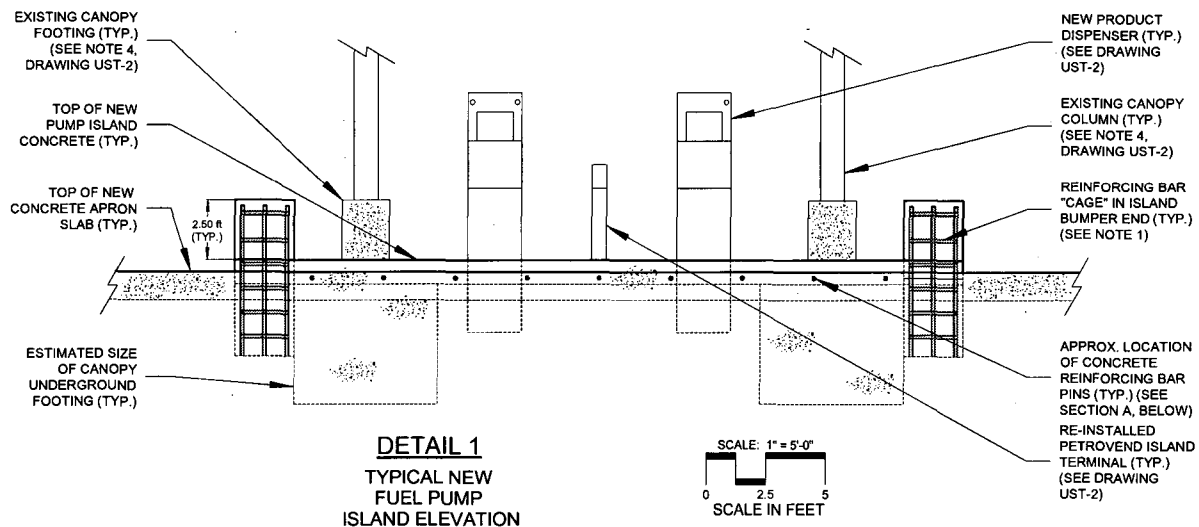
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CONCRETE DETAIL AND
CROSS-SECTION PLAN

UST-3

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Christopher Rossman
Director of Purchasing



719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630)232-5929
Fax: (630) 208-5107

March 22, 2013

ADDENDUM #1

Bid No. & Title: 13-013 Fuel Delivery System Upgrade

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original bid document and they shall be taken into account in preparing your bid response and shall be part of the contract.

EXHIBITS

Exhibit A – Pre-Bid Meeting Minutes
Exhibit B – Pre-Bid Meeting Attendees

CLARIFICATION

Kane County does not require a permit for this project. Please contact the local Fire District and State Fire Marshall for their requirements.

QUESTIONS

Question #1	
Question	"Drawing #UST-3 shows the #4 rebar cage in the island bumper end extending below sub-grade. How far down is the cage expected to go? Typical installation is to just below the bottom of the island form itself or 14" below top of island."
Response	Installation of all new island end concrete raised bumpers shall include concrete footing to a depth of 3'-6" below top of new concrete slab(s) as shown on Drawing UST-3. The No. 4 re-bar cage in all island end concrete raised bumpers shall also be installed in the concrete footings to a depth of 3'-6" below top of new concrete slab(s) as shown on Drawing UST-3.

Question #2	
Question	"Section 02083 Part 2.03 B 3: 'Piping sump access manholes shall be fiberglass 42" nominal diameter with a cast iron cover and a minimum 4" skirt. Manholes shall be Neenah R-5900-H, or approved equal. Need clarification on this please. Which is it, a 42" FRP cover or cast iron cover? Spec mentions both."
Response	All 42" diameter manhole covers shall be cast iron. Flex-Ing Fueling Systems 42" diameter composite manhole cover will also be acceptable. All 18" diameter manhole covers shall be cast iron.

Question #3	
Question	"Section 02083 Part 2.03 B 4: 'Piping sumps shall be installed at tank man-way with containment collar. Sumps shall be used to collect leakage from the pump and/or piping.' The existing tank containment sumps are glued to the tank collar around the man-way. In removing the existing sump from the collar damage may occur to the collar thus not allowing the new sump to be properly adhered to the existing collar. Please clarify this requirement to install the new sump to the existing collar."
Response	The contractor shall take all necessary precautions to avoid damage to the collars during this removal work. Prior to removal, contractor shall inspect existing connections between all tank collars and containment sumps to determine if damage will occur. If it is determined and identified during the inspection that damage is likely to occur upon removal, contractor shall notify consultant and County to discuss options and additional costs that may be incurred.

Question #4	
Question	"Section 02083 Part 2.03 C 3: 'All steel piping components that are to be partially or completely buried shall be stainless steel. Does this apply to any new 4" risers off the top of the tank we install for spill containers, etc.?"
Response	No.

Question #5	
Question	"Section 02083 Part 2.03 D 3: 'Hose lengths shall be maximum length..... Define maximum length."
Response	As noted in the above mentioned Section/Sub-Section, all dispenser hose lengths shall be the maximum length allowed without making contact with the top of the new concrete slab (when nozzles are retired and hoses are in a relaxed state).

Question #6	
Question	"Do the new product lines have to follow the layout as shown on drawing #UST-2? I understand the wanting of 2 diesel line to each diesel dispenser but the concern is the soils. There is no way to estimate the amount of soil to go out because we don't know where the original lines are running. If we run the new piping in the same trenches as the old lines there shouldn't be a need for hauling soils.
Response	There should not be any concerns regarding this matter. The new diesel fuel piping routes from the tanks to the new dispensers closely mimics the current and existing piping routes. For clarification, it is expected that only pea gravel will be encountered during the product piping removal and replacement work.

Please confirm receipt of Addendum #1 on your Contract to Offer Form. If you have any questions please feel free to contact my office at (630) 444-1071.

Sincerely,
Jim Hansen
Assistant Purchasing Director