



STORMWATER MANAGEMENT COMMISSION

NOTICE OF AWARD

DATE: 9/2/2022

Project: **2022 Oak Spring Lane Drainage Improvements**

Owner: Lake County Stormwater Management Commission

Owner's Address: 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048

Bidder: Campanella & Sons, Inc.

Bidder's Address: 39207 N Magnetics Blvd PO Box 32 Wadsworth, IL 60083

You are hereby notified that your bid dated July 22, 2022 for the project designated as the **2022 Oak Spring Lane Drainage Improvements** has been accepted. You are the successful bidder and are hereby awarded a Contract for the project.

The value of your Contract is One Million Three Hundred Eighty-Three Thousand Seven Hundred Sixty-Five Dollars and Ten Cents Dollars (\$ 1,383,765.10), which represents the represents the initial Contract Price.

Two unsigned counterparts of the Agreement and a complete set of the Contract Documents, including/except for the Construction Plans, accompany this Notice of Award. A complete PDF set of the Construction Plans will be delivered to you under separate cover.

You must comply with the following conditions within ten days after receipt of this Notice of Award:

1. Sign and deliver to Owner the two counterparts of the Agreement and all other Contract Documents requiring execution attached thereto.
2. Deliver to Owner the required contract security, certificates of insurance, and insurance policy endorsements, as specified in the INSTRUCTIONS TO BIDDERS in this document (Article 27), General Specifications in this document (Article 107.23), and Special Provisions (SP107.07).

Failure to comply with these conditions within the time specified will permit Owner to consider you to be in default, annul this Notice of Award, and retain or recover your bid security.

Within ten days after receiving from you the contract documents and required contract security, certificates of insurance, and insurance policy endorsements, Owner will return to you one fully signed counterpart of the Agreement and all other Contract Documents requiring execution attached thereto.

Owner

By: _____

(Signature)

Printed Name: Kurt Woolford

Title: Executive Director

cc:Engineer

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Contract Documents

CONSTRUCTION SERVICES AGREEMENT

between

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

and

Campanella & Sons, Inc.

for the

2022 OAK SPRING LANE DRAINAGE IMPROVEMENTS

This is an Agreement (hereinafter called Contract Documents), by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048 (hereinafter called SMC) and Campanella & Sons, Inc., 39207 N Magnetics Blvd PO Box 32 Wadsworth, IL 60083 (hereinafter called CONTRACTOR), for the project designated as the **2022 Oak Spring Lane Drainage Improvements**.

1. PROJECT

The project, for which the work described in the Contract Documents may be the whole or only a part, is generally described as follows:

The **2022 Oak Spring Lane Drainage Improvements** is located on Oak Spring Lane in Unincorporated Libertyville Township, Lake County, IL approximately 1,500 feet to the north and west of the intersection of W. Oak Spring Road and N Saint Mary's Road.

2. WORK

Contractor shall perform all work specified or indicated in these Contract Documents for the Contract Price and within the Contract Times indicated therein and in accordance with all other terms and conditions of the Contract Documents. The work, which is described in detail in the Contract Documents, is generally described as follows:

This project, designated as the **2022 Oak Spring Lane Drainage Improvements**, is to alleviate flooding on Oak Spring Lane through the construction of a relief storm sewer to the Des Plaines River. This work consists of furnishing all materials, parts, labor, tools, equipment, incidentals, and supervision necessary to complete the required site demolition, site erosion control, site grading, storm sewer installation, roadway work, site restoration, and other items associated with the work identified in the bidding documents. The contract will also consist of traffic control during construction and all incidental and collateral work necessary to complete the project as described herein.

3. CONTRACT TIMES

Contractor shall complete all work in accordance with terms and conditions of these Contract Documents within the dates and times determined pursuant to Paragraphs 3(a), 3(b), and 3(c) below.

- (a) Time is of the Essence. All dates and times for milestones, substantial completion, and final completion and readiness for final payment described in these Contract Documents are of the essence of this Agreement.
- (b) Dates for Substantial Completion and Final Completion. In accordance with Article SP108.01 of the Special Provisions, the work will be substantially completed, as described in Article 105.17 of the General Specifications, on **DECEMBER 2, 2022**, or before, and will be completed and ready for final payment, as described in Article 109.09 of the General Specifications, on **JUNE 15, 2023**, or before. Acceptance of and payment for the work shall occur in accordance with the applicable provisions of these Contract Documents.

- (c) Liquidated Damages. Contractor recognizes that time is of the essence for completion of these Contract Documents, as stated in Paragraph 3(a) above, and that Owner will suffer financial loss if the Work is not completed within the dates and times specified in Paragraph 3(b) above, or any extensions thereof agreed to in writing by Owner in accordance with Article 108.10 of the General Specifications. Contractor and Owner also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed within the dates and times specified in Paragraph 3(b) above, or any extensions thereof agreed to in writing by Owner. Accordingly, Contractor and Owner agree that Contractor shall pay Owner, as liquidated damages, but not as a penalty, the amount shown in the schedule of deductions provided in Article 108.11 of the General Specifications for each day that expires after the date and time specified in Paragraph 3(b) above for Substantial Completion, or any extensions thereof agreed to in writing by Owner, until the Work is substantially complete.

Following Substantial Completion of the Work, if Contractor shall neglect, refuse, or fail to complete the remaining Work by the date and time specified in Paragraph 3(b) above for final completion, or any extensions thereof agreed to in writing by Owner, Contractor and Owner agree that Contractor shall pay Owner, as liquidated damages, but not as a penalty, the amount shown in the schedule of deductions provided in Article 108.11 of the General Specifications for each day that expires after the date and time specified in Paragraph 3(b) above for final completion, or any extensions thereof agreed to in writing by Owner, until the Work is complete and ready for final payment.

4. CONTRACT PRICE

Owner shall pay Contractor for all Work completed in accordance with terms and conditions of the Contract Documents an amount determined pursuant to Paragraphs 4(a), 4(b), and 4(c) below.

- (a) Owner shall pay Contractor for all quantities of Work completed in accordance with terms and conditions of the Contract Documents at the unit prices stated on the Contractor's Basis of Bid Form, which, as specified in Paragraph 7 below, is attached as a Contract Document. The Contractor's Total Bid of Base Bid Items [\$1,383,765.10], which is stated on the Contractor's Basis of Bid Form, plus the Contractor's bid for any additive bid items selected for inclusion in the Work, such bid being [\$0.00], represents the initial Contract Price of [\$1,383,765.10].
- (b) The estimated quantities of Work stated on the Contractor's Basis of Bid Form and the Contract Price set forth above are not guaranteed and are provided herein for the purposes of establishing Pay Item unit prices, the initial Contract Price, and the value of the Contract Security (i.e., performance bond, payment bond) to be provided by the Contractor. In accordance with the Contract Documents, payment to Contractor will be based upon the actual quantities of Work performed by Contractor, the acceptance of such Work and the determination of such quantities to be made by the Owner in accordance with the Contract Documents.
- (c) Any and all items listed in the Contract Documents as items "as ordered by Engineer" are contingent work items that may be selected for inclusion in the Work during the performance of the work at the sole discretion of the Owner. Owner may choose not to include in the Work any or all of the items listed in the Contract Documents as items "as ordered by Engineer."

5. PAYMENT PROCEDURES

Owner shall pay Contractor for all Work completed in accordance with terms and conditions of the Contract Documents in accordance with the procedures described below.

1. Progress Payment Requests. During performance of the Work, Contractor shall submit to Owner, on approximately a monthly basis, applications for payment prepared in accordance with Article 109.08 of the General Specifications, unless, otherwise directed based on Project funding requirements. Applications for payment will be processed by the Owner in accordance with the applicable provisions of the Contract Documents.

The following documents are required to be submitted with each Application for Payment in addition to those listed in Article 109.08 of the General Specifications:

- i. Pay Application
- ii. Certified Payrolls
- iii. Lien Waivers
- iv. Contractor Affidavit
- v. Documentation as required for compliance with Illinois Works Jobs Program Acts (30 ILCS 559/Art. 20)
- vi. BEP Partial Waiver of Lien

(a) Progress Payments and Retainage. During performance of the Work, in response to Contractor's Applications for Payment, Owner shall make, on approximately a monthly basis, progress payments, as described in Paragraph 5(a)(1) below, to Contractor. All such progress payments will be made based upon the actual quantities of Work completed in accordance with terms and conditions of the Contract Documents and upon the Contractor's Schedule of Values prepared in accordance with Article 108.02 of the General Specifications.

(i) Prior to Substantial Completion of the Work, progress payments will be made in an amount equal to the value of 90 percent (90%) of the Work completed, less the sum of payments previously made and less such amounts as Owner may withhold in accordance with Article 109.08 of the General Specifications, including, but not limited to, liquidated damages.

(ii) Upon Substantial Completion of the Work, Owner shall pay Contractor an amount sufficient to increase the sum of the payments made to Contractor to the value of 100 percent (100%) of the Work completed, less such amounts as Owner may withhold in accordance with Article 109.08 of the General Specifications, including, but not limited to, liquidated damages, and less 200 percent (200%) of the estimated value of any Work to be completed or corrected before final inspection and payment, as shown on the list of such items attached to the certificate of Substantial Completion.

(b) Final Payment. Upon final completion of the Work, as described in Article 109.09 of the General Specifications, Contractor shall submit to Owner a final Application for Payment prepared in accordance with Article 109.09 of the General Specifications. In response to Contractor's final Application for Payment, Owner shall pay Contractor an amount equal to the total value of the Work completed for which payment has not yet been made, less such amounts as Owner may withhold in accordance with Article 109.08 of the General Specifications, including, but not limited to, liquidated damages. At the time of final payment, any retainage withheld from payments previously made will also become due and payable to Contractor.

6. CONTRACTOR'S REPRESENTATIONS

In entering into this Agreement, Contractor makes the following representations:

- (a) Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- (b) Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- (c) Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- (d) Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on: (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and, (3) Contractor's safety precautions and programs.

- (e) Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price and within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- (f) Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- (g) Contractor is familiar with and is satisfied with the general nature of the Work to be performed by Owner or others at the Site, as described in the Contract Documents, as a part of the Project.
- (h) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

7. CONTRACT DOCUMENTS

The Contract Documents consist of the following, which are attached hereto:

- (a) Contract (i.e., this Agreement).
- (b) Contractor's Certification.
- (c) Contract Security:
 - (i) Performance Bond; and,
 - (ii) Payment Bond.
- (d) General Specifications for the **2022 Oak Spring Lane Drainage Improvements**.
- (e) Construction Plans for the **2022 Oak Spring Lane Drainage Improvements**.
- (f) Technical Specifications for the **2022 Oak Spring Lane Drainage Improvements**.
- (g) Special Provisions for the **2022 Oak Spring Lane Drainage Improvements**.
- (h) Addendum #1.
- (i) Contractor's Basis of Bid Form.
- (j) Contractor's Subcontractor and Supplier Form.

And the following, which may be issued or delivered on or after the Effective Date of the Agreement and, consequently, are not attached hereto:

- (k) Notice to Proceed.
- (l) Work Change Directives.
- (m) Change Orders.

The Contract Documents may only be amended, modified, or supplemented as provided for in Article 104.02 of the General Specifications.

8. CONTRACTOR'S CERTIFICATIONS

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Contract. For the purposes of this Paragraph 8:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in execution of the Contract;
- (b) "fraudulent practice" means an intentional misrepresentation of facts made: (a) to influence the bidding process or the execution of the Contract to the detriment of Owner; (b) to establish bid or Contract prices at artificial non-competitive levels; or, (c) to deprive Owner of the benefits of free and open competition;
- (c) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid or Contract prices at artificial, non-competitive levels; and,
- (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9. MISCELLANEOUS

The following terms and conditions are hereby made a part of this Agreement:

- (a) Terms. Terms used in this Agreement have the meanings indicated in the Contract Documents and shall have such defined meanings wherever used.

- (b) Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- (c) Successors and Assigns. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- (d) Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- (e) Compliance with Illinois Works Jobs Program Act. Contractor must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Contractor must submit a Budget Supplement Form (available on the Illinois Department of Commerce and Economic Opportunity website) to Owner within ninety (90) days of the execution of this Contract. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Contractor is permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor must ensure compliance for the life of the entire project, and will be required to report on and certify its compliance.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All of the Contract Documents have been identified by Owner and reviewed and, if applicable, signed, by Owner and Contractor or on their behalf.

This Agreement will be effective on [September 2, 2022], which is the Effective Date of the Agreement.

Owner
Lake County Stormwater Management Commission

CONTRACTOR
Campanella & Sons, Inc.

By: Kurt Woolford

By: _____

Title: Executive Director

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Lake County Stormwater Management Commission

500 W. Winchester Road, Suite 201

Libertyville, Illinois 60048

License No.: _____

(Where applicable)

Agent for service of process:

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CONTRACTOR'S CERTIFIED STATEMENT

This Contractor's Certified Statement is to be submitted by Contractor, as an attachment to the Contract, for the Project designated as the **2022 Oak Spring Lane Drainage Improvements**.

10. CONTRACTOR

This statement is submitted by:

Full Name of Contractor: Campanella & Sons, Inc.

Principal Business Address: 39207 N Magnetics Blvd PO Box 32 Wadsworth, IL 60083

11. CONTRACTOR'S CERTIFICATION

Contractor certifies that:

- (a) Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a violation of Article 33E of the Illinois Criminal Code of 1961 (720 ILCS 5/33E); or, (2) a violation of the USA Patriot Act of 2001 (Public Law 107-56) or other statutes, orders, rules, and regulations of the federal government and its various executive departments, agencies, and offices related to the subject matter of the USA Patriot Act, including, but not limited to, Executive Order 13224 of September 23, 2001;
- (b) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
- (c) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

12. STATEMENT SUBMITTAL

This statement is submitted by _____, who hereby certifies under penalty of law that: (1) he or she has carefully prepared, reviewed, and checked this statement; (2) that the statements made herein are true and correct; and, (3) that all statements made herein have been made on behalf of and with the authorization of the Contractor.

SIGNED AND SUBMITTED ON: _____, 20____ BY:

By: _____
(Signature)

Printed Name: _____

Title: _____

STATE OF ILLINOIS)
) SS.
County of Lake)

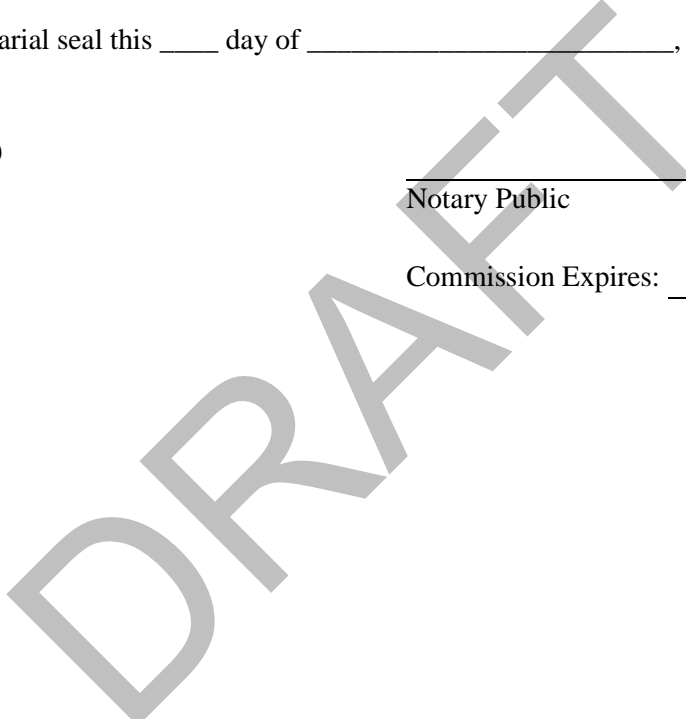
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20____.

(S E A L)

Notary Public

Commission Expires: _____



PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT _____, as
(full name and principal business address of Contractor)

Contractor, and that _____, as Surety, a corporation organized
(full name and principal business address of Surety)

and existing under the laws of the state of IL, are held and firmly bound unto the LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048, as Owner, in the full
and just sum of _____ Dollars (\$_____),

(value of bond in words; i.e., initial Contract Price) (value of bond in figures)

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally by these presents.

WHEREAS, Contractor has entered into an Agreement with Owner for the Project designated as **2022 Oak Spring Lane
Drainage Improvements**, the effective date of such Agreement being September 2, 2022, the terms and conditions of such
Agreement are, by this reference, incorporated herein as though fully set forth herein.

NOW, THEREFORE, the condition of the obligation of this bond is such that, if Contractor shall well and truly perform or
otherwise comply with the terms and conditions of the Contract Documents, then the obligation of this bond shall be null
and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that its obligation under this bond shall be in no way impaired or
affected by any change to the Contract Documents, including changes to the Contract Times, and Surety does hereby consent
to and waive notice of any such change.

Upon default of Contractor, which shall occur upon the failure of Contractor to perform or otherwise comply with the terms
and conditions of the Contract Documents, Owner shall provide written notice to Contractor and Surety of such default.
Such notice will be given by Owner with reasonable promptness upon default of Contractor and will identify this bond and
specify the corrective measures required. If Contractor, within a period of ten (10) days after receipt by Contractor of such
written notice of default, shall not proceed according to such notice, Owner shall have full power and authority to forfeit
the rights and obligations of Contractor under the Agreement described above and, at its sole discretion: (1) call upon Surety
to complete the Work; or, (2) take over the Work, including all Materials and Equipment on the ground as may be suitable
or acceptable, and complete it with its own forces, or use other such methods that, in its opinion, may be required to complete
the Work in an acceptable manner. Upon termination of the rights and obligations of Contractor, Owner shall, with
reasonable promptness, provide Contractor and Surety a written notice of termination for default, which will identify this
bond and specify whether Surety or Owner is to complete the Work.

When Owner issues a written notice of termination for default and calls upon Surety to complete the Work, Surety shall
within thirty (30) days after receipt by Surety of such notice, and at Surety's expense, take over the Work, including all
Materials and Equipment on the ground as may be suitable or acceptable, and employ by contract or otherwise any person
or entity satisfactory to the Owner to complete the Work in a manner consistent with the Contract Documents. Such transfer,
from Contractor to Surety, of the rights and obligations to complete the Work, shall not terminate or otherwise alter the
Agreement described above nor shall the employment by Surety of any person or entity to complete the Work relieve Surety
of its obligation under this bond nor its obligation to perform or otherwise comply with the terms and conditions of the
Contract Documents. Payment for Work performed subsequent to the transfer, from Contractor to Surety, of the rights and
obligations to complete the Work, shall be made by Owner to Surety, to the limit of the balance of the Contract Price, which
is the total amount payable by Owner to Contractor after all proper adjustments have been made (i.e., Contract Price),
reduced by all valid and proper payments made to Contractor in accordance with the Contract Documents.

When Owner issues a written notice of termination for default and takes over and completes the Work, payment shall be
made by Surety to Owner for all costs incurred by Owner in completing the Work to the limit of the value of this bond.

After Owner has terminated the rights and obligations of Contractor to complete the Work, the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Agreement, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Agreement. To the limit of the value of this bond, Surety is obligated for: (1) correction of defective Work and completion of the Work in a manner consistent with the Contract Documents; (2) legal, design, inspection, and other costs resulting from Contractor's default and/or resulting from the actions of Surety or Surety's failure to act; and, (3) liquidated damages. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Agreement described above. No right of action shall accrue on this bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

Notices required hereunder shall be in writing and sent to Contractor and Surety at their respective principal business addresses shown above. Such notices may be sent by personal delivery, commercial courier, or by registered or certified mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the concerned parties.

No suit or legal action shall be commenced under this bond prior to ten (10) days after a written notice of default is received by Contractor and Surety and in no case later than two (2) years after the Effective Date of the Agreement described above. Any suit or legal action commenced under this bond shall be taken only in a court of competent jurisdiction located in the state in which the Project described above is located.

This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as though fully set forth herein. If any provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

Contractor and Surety, intending to be legally bound hereby, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

SIGNED AND SEALED ON: _____, 20 _____, BY:

CONTRACTOR:

Contractor's Name: Campanella & Sons, Inc. (SEAL)

By: _____
(Signature)

Printed Name: _____

Title: _____

Attest: _____

SURETY:

Surety's Name: _____ (SEAL)

By: (Attach Power of Attorney)

(Signature)

Printed Name: _____

Title: _____

Attest: _____

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT _____, as
(full name and principal business address of Contractor)
Contractor, and that _____, as Surety, a corporation organized
(full name and principal business address of Surety)
and existing under the laws of the state of _____, are held and firmly bound unto the LAKE COUNTY
STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048,
as Owner, in the full and just sum of _____ Dollars (\$_____),
(value of bond in words; i.e., initial Contract Price) (value of bond in figures)
for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally by these presents.

WHEREAS, Contractor has entered into an Agreement with Owner for the Project designated as the **2022 Oak Spring Lane Drainage Improvements**, the effective date of such Agreement being September 2, 2022, the terms and conditions of such Agreement are, by this reference, incorporated herein as though fully set forth herein.

NOW, THEREFORE, the condition of the obligation of this bond is such that, if: (1) Contractor shall promptly make payment, directly or indirectly, for all sums due to any person or entity who furnished labor, material, or Equipment for use in the performance of the Work, whether or not said labor, material, or Equipment becomes a component part of the Work; and, (2) Contractor shall indemnify, save harmless, and defend Owner against any and all claims, demands, liens, and lawsuits alleging non-payment by Contractor by any person or entity who furnished labor, material, or Equipment for use in the performance of the Work, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that its obligation under this bond shall be in no way impaired or affected by any change to the Contract Documents, including changes to the Contract Times, and Surety does hereby consent to and waive notice of any such change.

Upon default of Contractor, which shall occur upon the failure of Contractor to promptly make payment for all sums due to any persons or entities who furnished labor, material, or Equipment for use in the performance of the Work, such persons or entities who have not received payment for all sums due (i.e., Claimants) shall provide written notice to Contractor, with a copy to Surety and Owner, that a claim is being made. Such notice shall be given by Claimant within 90 days after having last furnished labor, material, or Equipment for use in the performance of the Work and shall, with substantial accuracy, state the amount of the claim and the name of the party to whom the labor, material, or Equipment were furnished.

If Contractor, within a period of thirty (30) days after receipt of a claim, does not respond to such claim or rejects such claim in whole or in part, such Claimant shall provide written notice to Surety, with a copy to Owner, that a claim is being made under this bond. Such notice shall identify this bond and include a copy of the written notice previously furnished to Contractor.

When a Claimant has satisfied the conditions described above, Surety shall within forty-five (45) days after receipt of a claim, and at Surety's expense, take the following actions: (1) send a response to such Claimant, with a copy to Owner, stating the amounts that are undisputed and disputed and the basis for challenging any amounts that are disputed; and, (2) pay or arrange for payment of any undisputed amounts.

Upon request of any person or entity appearing to be a potential beneficiary of this bond, Contractor shall promptly furnish a copy of this bond or shall permit a copy to be made.

The total amounts payable by Owner to Contractor (i.e., Contract Price) shall be used to perform or otherwise comply with

the terms and conditions of the Contract Documents and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and Owner accepting this bond, they agree that all funds earned by Contractor for performing or otherwise complying with the terms and conditions of the Contract Documents shall be used satisfy obligations of Contractor and Surety under this bond.

Surety's responsibility shall not exceed the value of this bond. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Agreement described above. Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have, under this bond, no obligation to make payments to, give notices on behalf of, or otherwise have obligations to claimants under this bond.

Notices required hereunder shall be in writing and sent to Contractor, Surety, and Owner at their respective principal business addresses shown above. Such notices may be sent by personal delivery, commercial courier, or by registered or certified mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the concerned parties.

No suit or legal action shall be commenced under this bond prior to forty-five (45) days after receipt, by Surety, of a written notice that a claim is being made under this bond and in no case later than two (2) years after the Effective Date of the Agreement described above. Any suit or legal action commenced under this bond shall be taken only in a court of competent jurisdiction located in the state in which the Project described above is located.

This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as though fully set forth herein. If any provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

Contractor and Surety, intending to be legally bound hereby, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

SIGNED AND SEALED ON: _____, 20_____, BY:

CONTRACTOR:

Contractor's Name: Campanella & Sons, Inc. (SEAL)

By: _____
(Signature)

Printed Name: _____

Title: _____

Attest: _____

SURETY:

Surety's Name: _____ (SEAL)

By: (Attach Power of Attorney) _____
(Signature)

Printed Name: _____

Title: _____

Attest: _____

General Specifications
FOR THE
2022 OAK SPRING LANE DRAINAGE IMPROVEMENTS
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

July 7, 2022

The following General Specifications apply to and shall govern the Project designated as the
2022 Oak Spring Lane Drainage Improvements.

DRAFT

DIVISION 00100
GENERAL REQUIREMENTS AND COVENANTS

SECTION 00101
DEFINITION OF TERMS

Wherever in these specifications or in other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows.

101.01 Abbreviations. Wherever the following abbreviations are used in these Specifications or in other Contract Documents, they are to be construed the same as the respective expressions represented.

ACOE	United States Army Corps of Engineers
ANSI	American National Standards Institute
ASA	American Standards Association
ASTM	ASTM International
EPA	United States Environmental Protection Agency
FSS	Federal Specifications and Standards
GSA	General Services Administration
IASWCD	Illinois Association of Soil and Water Conservation Districts
IDOT	Illinois Department of Transportation
IDNR	Illinois Department of Natural Resources
IEMA	Illinois Emergency Management Agency
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Office
LCSMC	Lake County Stormwater Management Commission
NIST	National Institute of Standards and Technology
NPDES	National Pollutant Discharge Elimination System
OSHA	Occupational Safety and Health Administration
SMC	Lake County Stormwater Management Commission
UL	Underwriters Laboratories
USASI	United States of America Standards Institute
USDA	United States Department of Agriculture

101.02 Advertisement. The public announcement, as required by law, inviting bids for Work to be performed or Materials to be furnished.

101.03 Agreement. The written instrument which is evidence of the agreement between the Owner and the Contractor covering the Work.

101.04 Application for Payment. The form acceptable to the Engineer which is to be used by the Contractor during the performance of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

101.05 Award. The decision of the Owner, which is documented in the form of a Notice of Award, to accept the Proposal of the lowest responsible Bidder for the Work, subject to the execution of a contract satisfactory to the Owner, receipt of bonds to secure the performance thereof, and compliance with such other conditions as may be specified or otherwise required by law.

101.06 Awarding Authority. The Lake County Stormwater Management Commission as created pursuant to 55 ILCS 5/5-1062.

101.07 Bid Security. The security furnished with a Proposal to guarantee the Bidder will enter into a contract if the Proposal is accepted.

101.08 Bidder. Any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.

101.09 Calendar Day. Every day shown on the calendar.

101.10 Cataclysmic Event. An occurrence, caused exclusively by any of the irresistible forces of nature that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable of substantial limitation in its impact by application of human care, skill, or foresight. Cataclysmic Events include earthquakes, floods, flash floods of surface water caused by heavy rains and stormwater runoff, tornadoes, or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capacity of a river, stream, or other body of water is not a Cataclysmic Event, unless the flood water elevation exceeds the 100-year flood elevation as defined in the Contract.

101.11 Change Order. A document issued by the Engineer, and signed by both the Contractor and the Owner, on or after the Effective Date of the Agreement, which authorizes an addition, deletion, or revision in the Work that requires an adjustment in the Contract Price or Contract Times.

101.12 Claim. A demand or assertion by the Owner or the Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract.

101.13 Contract. The written Agreement between the Owner and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and Materials, and the basis of payment. The Contract includes those items designated as Contract Documents in the Agreement, all of which constitute one instrument.

101.14 Contract Security. The approved form of security furnished by the Contractor and its Surety as a guaranty that the Contractor will execute the Work according to the terms of the Contract.

101.15 Contract Documents. Those items designated as such in the Agreement. Only printed or hard copies of the items listed in the Agreement shall be considered Contract Documents.

101.16 Contract Price. The monies payable by the Owner to the Contractor for completion of the Work in accordance with the Contract Documents, as stated in the Agreement, subject to any provisions of the Contract Documents related to unit price work.

101.17 Contract Times. The number of days or the dates, as stated in the Agreement, to achieve milestones, if any, achieve Substantial Completion, and complete the Work so that it is ready for final payment as evidenced by the Engineer's recommendation of final payment.

101.18 Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Owner for performance of prescribed Work.

101.19 Day. Calendar day.

101.20 Department. The administrative staff of the Lake County Stormwater Management Commission.

101.21 Effective Date of the Agreement. The date indicated in the Agreement on which it becomes effective, but if no

such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver the Agreement.

101.22 Engineer. The project representative as authorized by Executive Director of the Department or the Owner.

101.23 Equipment. All machinery and equipment, together with necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

101.24 Extra Work. An item of work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the Engineer.

101.25 Field Order. A written order issued on or after the Effective Date of the Agreement by the Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or Contract times.

101.26 Inspector. The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the Work or Material.

101.27 Instructions to Bidders. The document describing the rules and procedures for bidding, awarding, and executing contracts for all Work or Materials on which bids are required. Such instructions will indicate with reasonable accuracy the type, location, and quantity of the Work to be done or the type, character, and quantity of the Material to be furnished.

101.28 Invitation for Bids. The Advertisement for proposals for all Work or Materials on which bids are required. Such invitation will indicate the time and place of the opening of proposals.

101.29 Laboratory. The testing laboratory of the Department or any other testing laboratory which may be designated by the Engineer.

101.30 Laws and/or Regulations. Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over the Project.

101.31 Materials. Any substances specified for use in the construction of the Project and its appurtenances.

101.32 Notice to Proceed. A written notice given by the Owner to the Contractor fixing the date on which the Contract times will commence to run and on which the Contractor shall start to perform the Work required under the Contract Documents.

101.33 Owner. The Lake County Stormwater Management Commission, as created pursuant to 55 ILCS 5/5-1062.

101.34 Pay Item. A specifically described unit of work for which a price is provided in the Contract.

101.35 Plans. The Contract drawings, or exact reproductions thereof, that show the location, character, dimensions, and details of the Work to be done. Contract drawings include, but are not limited to, the approved plans, profiles, cross sections, detail drawings, working drawings, supplemental drawings and referenced standards.

101.36 Progress Schedule. A schedule, prepared and maintained by the Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

101.37 Project. The total construction, of which the Work to be performed under the Contract Documents may be the whole, or a part.

101.38 Proposal. The offer of a Bidder, on the prescribed form, to perform the Work and to furnish the labor and Materials

at the prices quoted.

101.39 Resident Engineer/Resident Project Representative. The authorized representative of the Engineer in immediate charge of the engineering details of a construction project.

101.40 Samples. Physical examples of Materials, Equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be evaluated.

101.41 Schedule of Submittals. A schedule prepared and maintained by the Contractor, of the submittals required to support the performance of the work and the time requirements associated with the review and approval or acceptance of such submittals.

101.42 Schedule of Values. A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing the Contractor's applications for payment.

101.43 Site. Lands or areas indicated in the Contract Documents as being furnished by the Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the Owner which are designated for the use of the Contractor.

101.44 Special Provisions. Additions and revisions to the standard and Supplemental Specifications covering conditions peculiar to an individual Contract.

101.45 Specifications. The body of directions, provisions, and requirements contained herein, the latest edition of the IDOT Standard Specifications for Road and Bridge Construction or Supplemental Specifications, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the Work, the quantities, and the quality of materials to be furnished under the Contract.

101.46 State.

- (a) The State of Illinois, when the State is the awarding authority.
- (b) The County, when a County is the awarding authority.
- (c) The Municipality, when a city, village, or town is the awarding authority.

101.47 Structure. Unless otherwise defined in the Specifications, structures shall comprise all objects constructed, in whole or in part, of materials other than earth, required by the Contract to be built or removed.

101.48 Subcontractor. An individual, firm, partnership, or corporation who, with the written consent of the Engineer, assumes obligation for performing specified Work.

101.49 Substantial Completion. The time at which the Work has progressed to the point where, in the opinion of the Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, such that the Work can be utilized for the purposes for which it is intended.

101.50 Supplier. A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish Materials or Equipment to be incorporated into the Work by the Contractor or any Subcontractor.

101.51 Supplemental Specifications. Additions and revisions to the IDOT Standard Specifications for Road and Bridge Construction contained herein that are adopted subsequent to the issuance of the standard specifications.

101.52 Surety. The corporation, partnership, or individual, other than the Contractor, executing the Contract Security.

101.53 Utility. The privately, publicly, municipally, or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, or wastewater. Utility shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

101.54 Work. Work shall mean the furnishing of all labor, Materials, tools, Equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations imposed by the Contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered, or removed, as detailed in the Contract. The Engineer will have the exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the Contract.

101.55 Work Change Directive. A written statement issued by the Engineer, and signed by the Owner, on or after the Effective Date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions or to emergencies. A Work Change Directive does not change the Contract Price or Contract Times but is evidence that the parties expect that the change ordered by the Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

SECTION 00102

ADVERTISEMENT, BIDDING, AWARD, AND CONTRACT EXECUTION

102.01 Procedures for Advertisement, Bidding, Award, and Contract Execution

The procedures for the Advertisement, bidding, award, and contract execution shall be in accordance with the rules of the Owner. The Instructions to Bidders was prepared in accordance with such rules. The Contractor shall comply with all such rules and procedures described in the Instructions to Bidders.

SECTION 00103

[RESERVED]

SECTION 00104

SCOPE OF WORK

104.01 Intent of the Contract

The intent of the Contract Documents is to prescribe a complete outline of the Work which the Contractor undertakes to do in full compliance with the Plans and Specifications but is not so detailed as to identify minor additional, extra, and incidental items as may be necessary to complete the Work to the finished lines, grades, and elevations. All construction required to complete the Work in full compliance with the Contract Documents shall be performed by the Contractor whether or not specifically identified in the Plans and Specifications. The Contractor shall perform all earthwork, construct all Structures, and complete such additional, extra, and incidental construction as may be necessary to complete the Work to the finished lines, grades, and cross sections in an acceptable manner. The Contractor shall furnish all required Materials, Equipment, tools, labor, and incidentals, unless otherwise provided in the Contract, and shall include the cost of these items in the unit prices bid for the Work. The quantities appearing in the Proposal are estimates prepared for the comparison of bids, establishment of Pay Item prices, and determination of an initial Contract Price. Payment to the Contractor will be made for the actual quantities of Work performed, the acceptance of such Work and the determination of such quantities to be made by the Engineer in accordance with the Contract Documents, and the scheduled quantities may be increased, decreased, or omitted and the Contract Price adjusted as provided herein.

Under no circumstances shall the Contractor exceed any established Pay Item quantity without notification to the Engineer and receipt of written authorization as provided herein.

104.02 Amending and Supplementing the Contract

The Owner reserves the right to amend the Contract and to modify the terms and conditions thereof prior to and during the

performance of the Work. All modifications that significantly change the character of the Work and require a change in the Contract Price or Contract Times will be authorized by either a Work Change Directive or a Change Order issued by the Engineer. All adjustments to the Contract Price will be made according to the provisions of Article 104.03 of these General Specifications and all adjustments to the Contract Times will be made according to the provisions of Article 108.10 of these General Specifications. Such modifications shall not invalidate the Contract nor release the Surety, and the Contractor shall promptly perform the Work in accordance with the Contract, as amended.

The Owner also reserves the right to supplement the Contract to provide for clarifications and interpretation thereof. Such supplemental information shall not significantly change the character of the Work or require a change in the Contract Price or Contract Times. Supplemental information will be provided to the Contractor through Field Orders issued by the Engineer, written interpretations or clarifications provided by the Engineer, the Engineer's issuance of shop, working, or layout drawings, the Engineer's approval of shop, working, or layout drawings according to the provisions of Article 105.04 of these General Specifications, or the Engineer's approval of Samples according to the provisions of Article 106.04 of these General Specifications. Such supplemental information shall not invalidate the Contract nor release the Surety, and the Contractor shall promptly perform the Work in accordance with the Contract, as supplemented.

104.03 Alterations, Cancellations, Extensions, Deductions, and Extra Work

The Department reserves the right to make, in writing, at any time prior to or during the performance of the Work, changes in quantities or alterations in Work, and the performance of Extra Work to satisfactorily complete the Project. Such changes in quantities, alterations, and Extra Work shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the Work as altered.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the Work to be performed under Contract, the altered Work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent (10%) of the total original contract amount, is increased in excess of 125 percent (125%) or decreased below 75 percent (75%) of the original Contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before Work is started. All alterations, cancellations, extensions, deductions, and additions that significantly change the character of the Work will be authorized by either a Work Change Directive or a Change Order issued by the Engineer. Other minor variations in the Work that do not significantly change the character of the Work will be authorized by a Field Order issued by the Engineer. Such authorizations shall set up the items or work involved and the method of payment for each item.

The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of Work to be performed according to the following.

- (a) All increases in Work of the type which appear in the Contract as Pay Items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the Contract unit prices. Decreases in quantities included in the Contract will be deducted from the Contract at the Contract unit prices. No allowance will be made for delays or anticipated profits.

- (b) Major items of Work for which the quantities are increased by not more than 125 percent (125%) or reduced to not less than 75 percent (75%) of the original Contract quantities will be paid for as specified in paragraph (a) above. Any adjustments for increased quantities for major items of Work increased more than 125 percent (125%) shall only apply to that portion in excess of 125 percent (125%) of original Contract quantities. Any adjustments made for major items of Work which are decreased to less than 75 percent (75%) of the original Contract quantities shall apply to the actual amount of Work performed.
- (c) Extra Work which is not included in the Contract as Pay Items at unit prices and is not included in other items of the Contract will be paid for according to Article 109.05 of these General Specifications.
- (d) Extra Work for which there is a Pay Item at unit price in the Contract which for any one or more of the following reasons materially increases or decreases the cost of the Pay Item as bid and which is not included in the prices bid for other items in the Contract will be paid for according to Article 109.05 of these General Specifications. This includes:
 - (1) Work involving a substantial change of location.
 - (2) Work which differs in design.
 - (3) Work requiring a change in the type of construction.
- (e) In cases where the Owner cancels or alters any portion of the Contract items, items which are partially completed will be paid for as specified in Article 109.07 of these General Specifications.

Claims for Extra Work which has not been authorized in writing by the Engineer prior to the start of such work will be rejected.

104.04 Use of Site

Land and access thereto required for construction, temporary construction facilities, and the storage of Materials and Equipment to be incorporated into the Work are located on Site and the Contractor shall confine such construction, temporary construction facilities, and the storage of Materials and Equipment to the Site. If the Contractor should wish to use another area for the erection of temporary construction facilities, the storage of Materials and Equipment, or other purposes, he or she shall obtain written approval from the owner of such property and present such written approval to the Engineer prior to using such area. The Contractor shall not unreasonably encumber the Site or other areas with construction facilities, Materials, or Equipment. In accordance with Article 107.16 of these General Specifications, the Contractor shall take all necessary precautions for the protection of the Site and other areas and shall be responsible for any damage to the Site and other areas resulting from the prosecution of the Work.

104.05 Differing Site Conditions

At the time of submitting a Proposal to Owner, Contractor made a final commitment to the Owner with respect to Contract Price and Contract Times, and by becoming bound to such by executing an agreement with the Owner, the Contractor represented that it did not consider that further examinations, investigations, explorations, tests, studies, or data were necessary to determine its ability to perform the Work at the Contract Price and within the Contract Times and in accordance with the other terms and conditions of the Contract. However, during the progress of the Work, if latent subsurface or physical conditions differing materially from those indicated in the Contract Documents or of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, are encountered at the Site, the Contractor shall, promptly after becoming aware of such conditions and before further disturbing such conditions or performing any Work in connection therewith, notify the Engineer in writing about such conditions. Such latent subsurface or physical conditions, may include, but not be limited to those listed below.

- (a) An underground obstruction which would prevent the installation of any part or detail of the Work according to the lines, grades, and elevations shown in the construction Plans.

- (b) Unsuitable soil or subsurface conditions which would cause shifting of any part or detail of the Work in any direction.
- (c) Any conditions which would affect the stability of any part or detail of the Work or the ability of any part or detail of the Work to support the loading to be placed upon it.

Upon written notification, the Engineer will investigate the conditions, and if he/she determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No Contract adjustment will be allowed for any effects caused on unchanged Work.

The Contractor shall not be entitled to any Contract adjustment if the Contractor knew of the existence of such latent subsurface or physical conditions at the time the Contractor made a final commitment to the Owner with respect to Contract Price and Contract Times and became bound to such by executing an agreement with the Owner or the existence of such conditions could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study conducted by or for the Contractor prior to the Contractor making such final commitment.

Any adjustment in Contract Price made because of a change or changes resulting from one or more the conditions described above will be made in accordance with Article 104.03 of these General Specifications. Any adjustment in Contract Times made because of such change or changes will be made in accordance with Article 108.10 of these General Specifications.

104.06 Rights In and Use of Materials Found on the Site

The Contractor, with the approval of the Engineer, may use on the Work such stone, gravel, sand, or other materials determined suitable by the Engineer as may be found within the limits of the proposed construction, and will be paid both for the excavation of such materials at the corresponding Contract unit price and for the Pay Item for which the excavated material is used. The Contractor shall replace, at no additional cost to the Owner, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use in embankments, backfills, Structures, or otherwise. No charge for the materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the Site which is not within the limits of the proposed construction, as indicated by the slope and grade lines, without written authorization from the Engineer.

Unless otherwise provided, the material from any existing old structure may be used temporarily by the Contractor in the erection of the new Structure. Such material shall not be cut or otherwise damaged, except with the approval of the Engineer.

104.07 Site Clean Up

During the prosecution of the Work, the Contractor shall maintain the Site in a neat and presentable condition, free from debris and rubbish. The Contractor shall clean the Site of all debris and rubbish at the end of each day's operations, and at other times as directed by the Engineer. The Contractor shall furnish the type and size of receptacles and Equipment and conduct the Work necessary to maintain the Site and adjacent premises free from such debris and rubbish.

The cost incurred by the Contractor in complying with this requirement shall be considered as included in the Contract unit prices bid for the various items of Work involved and no additional compensation will be allowed.

104.08 Final Site Clean Up

Before final acceptance, all ground occupied or disturbed by the Contractor in connection with the Work shall be cleaned of all rubbish, excess Materials, temporary structures, and Equipment, and all parts of the Work shall be left in a neat and presentable condition.

The cost incurred by the Contractor in complying with this requirement shall be considered as included in the Contract unit

prices bid for the various items of Work involved and no additional compensation will be allowed.

SECTION 00105 CONTROL OF WORK

105.01 Authority of Engineer

All Work of the Contract shall be completed to the satisfaction of the Engineer. The Engineer will have authority to reject all Work which the Engineer believes to be defective, or that the Engineer believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole. The Engineer will also have authority to require special inspection of the Work by an Inspector to evaluate its acceptability.

The decision of the Engineer shall be final on all questions which may arise regarding, but not limited to, the quality and acceptability of Materials and Work; the manner of performance; acceptable rates of progress on the Work; the interpretation of the Contract Plans and Specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing Site conditions.

The Engineer will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to carry out orders of the Engineer. The Work may also be suspended at the Contractor's risk for such periods as the Engineer may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.

The Contract does not require the Engineer to provide the Contractor with direction or advice on how to do the Work. If the Engineer approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the Department or the Owner.

In case of failure on the part of the Contractor to execute Work ordered by the Engineer, the Engineer may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such Work as may be deemed necessary, and the cost thereof will be deducted from compensation due or which may become due the Contractor under the Contract.

105.02 Duties of Engineer

The authority of the Engineer during performance of the Work is set forth in Article 105.01 of these General Specifications. The Engineer's duties and responsibilities during performance of the Work are set forth below.

The Engineer will make visits to the Site as he or she deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made in and the quality of the various aspects of the Work. Based on information obtained during such visits and observations, the Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous inspections of the Site to check the quality or quantity of the Work or to evaluate its acceptability. The Engineer will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defective Work.

If the Owner and Engineer agree, the Engineer will furnish a Resident Project Representative to assist the Engineer in providing more extensive observation of the Work. The duties of any such Resident Project Representative are described in Article 105.14 of these General Specifications, and the limitations on his or her authority are also provided therein.

In accordance with Article 105.01 of these General Specifications, all Work of the Contract shall be completed to the satisfaction of the Engineer. The Engineer will have authority to reject Work which the Engineer believes to be defective, or that the Engineer believes will not produce a completed Project that conforms to the Contract Documents or will prejudice

the integrity of the completed Project as a functioning whole. The Engineer shall also have authority to require special inspection of the Work by an Inspector to evaluate its acceptability.

During the performance of the Work, the Engineer shall have the duties and authority described above, in Article 105.01 of these General Specifications, and elsewhere in the Contract Documents. In performing such duties, the Engineer shall not assume any responsibilities of the Contractor or any Subcontractors, Suppliers, individuals, or entities performing Work or labor for or rendering services or supplies to the Contractor. The Engineer shall not have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction, or for the Contractor's safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and/or regulations applicable to the performance of the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

105.03 Conformity with Contract

All Work performed and all Materials furnished shall be in conformity with the Contract and the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Contract Documents. All Work or material which does not conform to the requirements of the Contract will be considered unacceptable. Prompt notice of all unacceptable Work of which the Engineer is aware will be given to the Contractor by the Engineer.

Unacceptable Work; whether the result of poor workmanship, use of defective or unacceptable Materials, damage through carelessness, or other cause; and unacceptable Materials shall be removed and replaced or otherwise corrected in an acceptable manner at no additional cost to the Department or Owner.

The Department reserves the right to accept Work produced by the Contractor if the Engineer finds the noncompliant Materials, the finished product in which the noncompliant Materials are used, or the nonconforming Work are in close conformity with the Contract. In this event, the Engineer will document the basis of acceptance by Contract modification which may provide for an appropriate adjustment in the Contract Price for such Work or Materials as the Engineer deems necessary to conform to the determination. The determination of the Department will be based on the best engineering judgment of the Engineer and shall be final and binding.

Work done contrary to instructions given by the Engineer, work done beyond the lines shown on the Plans, or as given by the Engineer, or any Extra Work done without written approval given by the Engineer will be considered as unacceptable and will not be paid for under the Contract. Work so done may be ordered removed or replaced at no additional cost to the Owner or Department.

For unacceptable Work that impacts the environment, a deduction will be applied to monies due or that might become due the Contractor. These deficiency deductions will be applied as follows.

- (a) Soil Erosion and Sediment Control (SE/SC) Deficiency Deduction. When the Engineer is notified or determines a soil erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's soil erosion and/or sediment control permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of soil erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's soil erosion and/or sediment control permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the Project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the Department's soil erosion and/or sediment control permits.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each Calendar Day or portion of a Calendar Day until the deficiency is corrected to the satisfaction of the Engineer. The Calendar Day(s) will begin with notification to the Contractor and end with the Engineer’s acceptance of the correction. The base value of the daily monetary deduction is \$1,000.00. The value of the deficiency deduction assessed will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A; except for failure to participate in a required jobsite inspection of the Project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one Calendar Day multiplied by a Gravity Adjustment Factor.

Types of Violations	Soil Disturbed and Not Permanently Stabilized at Time of Violation			
	< 5 Acres	5 - 10 Acres	> 10 - 25 Acres	> 25 Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Careless Destruction of BMP	0.2 - 1.0	0.5 - 2.5	1.0 - 5	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1.0	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1.0	0.2 - 1.0	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1.0	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to Comply with Other Provisions of Department’s SE/SC Permits	0.1 - 0.5	0.2 - 1.0	0.2 - 1.0	0.5 - 2.5

The statement elsewhere in the Contract of remedies for the use of unacceptable Materials or for unacceptable Work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the Engineer made under the provisions of this Article, the Engineer will have authority to cause the unacceptable Work, or deficiency(s), to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor. This corrective action will in no way relieve the Contractor of their contractual requirements or responsibilities.

105.04 Plans and Working Drawings

Plans showing details as are necessary to give a comprehensive idea of the construction contemplated will be furnished by the Department. In accordance with Article 104.02 of these General Specifications, the Department reserves the right to provide supplemental information prior to and during the performance of the Work to further clarify, detail, and illustrate the Work. Consequently, the Engineer may furnish additional plans, shop, working, or layout drawings, or written interpretations, clarifications, and explanations to the Contractor.

The Contractor shall submit to the Engineer for approval such additional shop, working, or layout drawings pertaining to the construction of the Work, as may be required, and prior to the approval of such plans or drawings, any Work done or Materials ordered shall be at the Contractor’s risk. The drawings shall be provided sufficiently in advance of actual need in order to allow for review by the Department and other agencies. The Engineer will require up to thirty (30) days for review,

after receipt of the submittal, by the Department. The review may involve rejection, revision, or resubmittal when drawings do not meet Contract requirements or do not contain sufficient detail, in which case, an additional thirty (30) days will be required for each subsequent review. The written approval of the Engineer is required before proceeding with the Work represented by the drawings. Approval by the Engineer shall not confer upon the Department any responsibility for the accuracy of the drawings. The Contractor shall bear all risk and costs for Work delay caused by non-approval of the drawings.

105.05 Coordination of the Contract Documents

The documents included in the Contract are intended to be complementary and to describe a complete Work. Before undertaking each part or detail of the Work, the Contractor shall carefully study and compare the Contract Documents, checking and verifying pertinent figures therein, and shall carefully review all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, ambiguity, or discrepancy which the Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby.

If, during the performance of the Work, the Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and: (a) any applicable law or regulation; (b) any standard, Specification, manual, or code; or, (c) any instruction of any Supplier, then the Contractor shall promptly report it in writing to the Engineer. The Contractor shall not proceed with the Work affected thereby, except in an emergency, in accordance with Article 107.34 of these General Specifications, until the apparent conflict, error, ambiguity, or discrepancy has been resolved by the Engineer.

Upon written notification, the Engineer will investigate such conflict, error, ambiguity, or discrepancy. If the Department determines a conflict, error, ambiguity, or discrepancy exists in or between the Contract Documents, an amendment or supplement to the Contract Documents will be issued by the Engineer in accordance with Article 104.02 of these General Specifications. The following hierarchy will be applied by Engineer in resolving any conflict, error, ambiguity, or discrepancy in or between the Contract Documents.

Hierarchy of the Contract Documents		
Special Provisions	Hold over:	Construction Plans and Technical Specifications, General Specifications
Construction Plans and Technical Specifications	Hold over:	General Specifications

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, or code, or the instruction of any Supplier, whether or not specifically incorporated by reference in the Contract Documents, or the provisions of any laws or regulations applicable to the performance of the Work, unless such an interpretation would result in violation of such law or regulation.

105.06 Reference Standards

Reference, within the Contract Documents, to Standards, Specifications, manuals, or codes of any organization, technical society, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated in the Contract Documents. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake its responsibility inconsistent with the provisions of the Contract Documents.

105.07 Cooperation by Contractor

The Contractor will be supplied with a minimum of two sets of approved Plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the Work at all times. In receiving copies of the Contract Documents from the Department, the Contractor shall not have or acquire any title to or ownership rights in any of the Plans, Specifications, or other documents, or copies thereof, prepared by or bearing the seal of the Department or its consultants, including electronic media versions, or reuse any such Plans, Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without the written consent of the Department and without specific written approval of such adaptation by the Engineer. The prohibitions of this Article shall survive final payment or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

The Contractor shall give the Work constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, appointed Inspectors, and other contractors in every way possible. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents and shall have competent, suitably qualified personnel on the Work at all times. The Contractor shall at all times maintain good discipline and order at the Site.

The Contractor shall have on the Work at all times, as the Contractor's agent, a competent English-speaking superintendent, capable of reading and thoroughly understanding the Plans and Specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Engineer or authorized representatives. The superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such Materials, Equipment, tools, labor, and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of Work sublet. Such superintendent shall not be replaced without written notice to the Owner and Engineer.

105.08 Cooperation with Utilities

The Contractor shall be aware of the location of all utilities on or adjacent to the Project Site prior to the start of Work. Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utility companies about locating their facilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) system. All utility companies and municipalities that have buried utility facilities in the State of Illinois are part of this system. The Contractor shall request all utility owners to locate their facilities by contacting JULIE at (800) 892-0123 or 811 at least 48 hours prior to the start of the Work. The Contractor shall be responsible for maintaining all markers or excavations provided by the utility owners.

The Contractor shall take all necessary precautions for the protection of utility facilities located on or adjacent to the Site. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the Work, or caused by defective Work or the use of unsatisfactory Materials. Should any damage or destruction of a utility facility occur during performance of the Work, the Contractor shall immediately notify the utility owner and the Engineer. Arrangements will be made to restore such facility to a condition equal to that existing before any such damage or destruction was done. The cost of such restoration shall be the sole responsibility of the Contractor.

The Contractor shall coordinate with any planned or required utility adjustment. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

- (a) Known Utilities. All known existing utilities are indicated on the Plans. Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a Contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to Project construction; however, utilities will not necessarily be adjusted in advance of Project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the Plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the Owner or the Owner's representative as indicated in the Contract Documents, or the utility is not shown on the Plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

The Contractor shall request all known utility owners to locate their facilities by contacting JULIE at (800) 892-0123 or 811 at least 48 hours prior to the start of Work. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction Plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.05 of these General Specifications.

The Contractor shall notify all known utility owners of the Progress Schedule prepared in accordance with Article 108.02 and shall coordinate with all known utility owners regarding the performance of the Work and the precautions necessary to prevent disturbance or damage to such facilities. The Contractor, with the assistance of the Engineer, shall be responsible for inviting all known utility owners to the preconstruction conference scheduled and conducted in accordance with Article 108.03 of these General Specifications. The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the Work, or caused by defective Work or the use of unsatisfactory Materials. Whenever any damage or destruction of a utility facility occurs as a result of Work performed by the Contractor, the Contractor shall immediately notify the utility owner and the Engineer. Arrangements will be made to restore such facility to a condition equal to that existing before any such damage or destruction was done. The cost of such restoration shall be the sole responsibility of the Contractor.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor, unless otherwise provided.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary known utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from the said known utility facilities or any adjustment of them.

(b) Unknown Utilities. Except as provided hereinafter, the discovery of an unknown utility will be evaluated according to Article 104.05 of these General Specifications.

(1) Definition. An unknown utility is defined as an active or inactive underground utility, which is neither (a) shown in any way in any location on the Contract Documents; nor, (b) identified in writing by the Department to the

Contractor prior to the letting. Service connections shall not be considered to be unknown utilities.

- (2) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from unknown utilities not meeting the above definition or if the discovery of an unknown utility does not cause a shutdown of the work applicable to the utility but only a change in the rate of progress. The provisions of Article 104.05 of these General Specifications notwithstanding, compensation for unknown utility delays determined to be a changed condition will be paid according to the provisions of this Article governing minor and major delays.
- (3) Minor and Major Delays. Minor and major delays are defined as follows.
 - a. Minor Delay. When the Contractor's operation is stopped by the unknown utility for more than two hours, but not to exceed three weeks.
 - b. Major Delay. When the Contractor's operation is stopped by the unknown utility for more than three weeks.
- (4) Payment. Payment for minor and major delays will be made as follows.
 - a. Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) of these General Specifications for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the Project Site by the Engineer, will be paid for according to Article 109.05(b)(4) of these General Specifications.
 - b. Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned Equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental Equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining Equipment on the job is the most economical course to follow and in the public interest.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material of labor costs have increased, such increases may be paid. Payment for Materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.05(b)(1) and (2) of these General Specifications, except the 35 percent and ten percent additives will not be permitted.

Project overhead (not including interest) will be allowed when all progress on the Contract has been delayed and will be calculated as fifteen percent of the delay claim.
- (5) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department and Owner for their efforts of recovery from any other party for monies paid by the Department or Owner as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision.

105.09 Cooperation Between Contractors

The Department reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract. Each Contractor shall conduct his/her work so as not to interfere with or hinder the progress or

completion of the Work being performed by other Contractors. In case of dispute, the Engineer shall be the referee and the Engineer's decision shall be final and binding on all.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract, and shall protect and save harmless the Department and Owner from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operation of other contractors working within the limits of the same improvement. Each contractor shall assume all responsibility for all Work not completed or accepted because of the presence and operations of the other contractors.

The Contractor shall arrange the Work and shall place and dispose of the Materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. The Contractor shall join his/her Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

105.10 Survey Control Points

Survey control points will be set by the Engineer, unless specified otherwise in the Contract, to establish the horizontal and vertical control required for construction of the various Contract items of Work. The Department will be responsible for the accuracy of the control points and other lines and elevations set by the Engineer. The Contractor shall assume full responsibility for all dimensions and measurements taken or derived by the Contractor from control points set by the Engineer.

The Contractor shall preserve and protect all control points set by the Engineer. If the Contractor removes, disturbs, or otherwise displaces any control point, without the prior approval of the Engineer, the Engineer may deduct the direct engineering cost incurred by the Department in re-establishing the control point from compensation due the Contractor.

Prior to the start of Work, the Contractor shall furnish to the Engineer the Materials described below for use in marking the survey control points.

- (1) Paint. The Contractor shall furnish white, pink, or purple paint in aerosol cans for use in marking the survey control points. At no time shall any of the colors used by JULIE to mark utilities, as described in Article 107.27 of these General Specifications, be used to mark the survey control points.
- (2) Lath. The Contractor shall furnish lath for use in marking the survey control points. The lath shall be as follows.
 - (a) Each lath shall be 1-1/8" x 1/2" x 48".
 - (b) Each lath shall be kiln dried Douglas fir, oak, or maple and surfaced on the two larger sides and without splits, pitch pockets, wane, knots, or decayed wood.
 - (c) The tapered end of each lath may be saw cut or pencil point tapered.

The cost incurred by the Contractor in complying with the requirements of this Article shall be considered as included in the Contract unit prices bid for the various items of Work involved and no additional compensation will be allowed.

105.11 Construction Layout and Survey

The Contractor shall coordinate with the Engineer to review each part or detail of the Work prior to the start of such Work and shall be responsible for laying out each part or detail of the Work as and when necessary to ensure that such Work will be installed in accordance with the lines, grades, and elevations shown in the construction Plans. The Contractor shall also be responsible for surveying the Work as it is completed to verify consistency with the lines, grades, and elevations shown in the construction Plans. Survey control points will set and, using Materials furnished by the Contractor, marked by the Engineer prior to the start of the work in accordance with Article 105.10 of these General Specifications.

The Contractor shall use the following Materials to lay out the Work.

- (1) Paint. The Contractor shall use white, pink, or purple paint in aerosol cans to lay out the Work. At no time shall any of the colors used by JULIE to mark utilities, and described in Article 107.27 of these General Specifications, be used to lay out the Work.
- (2) Lath. The Contractor shall use lath to lay out the Work. The lath shall be as follows.
 - (a) Each lath shall be 1-1/8" x 1/2" x 48".
 - (b) Each lath shall be kiln dried Douglas fir, oak, or maple and surfaced on the two larger sides and without splits, pitch pockets, wane, knots, or decayed wood.
 - (c) The tapered end of each lath may be saw cut or pencil point tapered.

All construction layout and survey work shall be completed to the satisfaction of the Engineer and the decision of the Engineer shall be final on all questions which may arise regarding thereto. The Contractor shall provide competent, suitably qualified personnel and the Equipment necessary to conduct the construction layout and survey work and shall assume full responsibility for all dimensions and measurements taken or derived by the Contractor from control points set by the Engineer.

The cost incurred by the Contractor in complying with the requirements of this Article shall be considered as included in the Contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

105.12 Inspection of Work

All Materials and each part or detail of the Work shall be subject at all times to inspection by the Engineer. Such inspection may include mill, plant, or shop inspection, and any Material furnished under the Specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests, the Contractor shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at no additional cost to the Department or Owner.

105.13 Verification of Lines, Grades, and Elevations

All lines, grades, and elevations associated with each part or detail of the Work shall be subject at all times to inspection and verification by the Engineer. Such verification may include review of the construction layout and survey work completed by the Contractor in accordance with Article 105.11 of these General Specifications. The Engineer shall be furnished with such information and assistance by the Contractor as is required to make such inspections and to verify the lines, grades, and elevations associated with each part or detail of the Work.

105.14 Duties of Resident Project Representative

Should a Resident Project Representative be furnished by the Engineer in accordance with Article 105.02 of these General Specifications, such Resident Project Representative will assist the Engineer in providing more extensive observation of the Work. The Resident Project Representative will act as directed by and under the supervision of the Engineer and will confer with the Engineer regarding his or her actions. The Resident Project Representative's dealings in matters pertaining to the Work shall, in general, be with the Engineer and Contractor. The Resident Project Representative's dealings in matters pertaining to the Work with Subcontractors or Suppliers shall be through or with the full knowledge and approval of the Contractor.

During performance of the Work, the Resident Project Representative will serve as the Engineer's liaison with the Contractor, working principally through the Contractor's designated superintendent, providing the Contractor with

information regarding the intent of the Contract Documents and obtaining additional details and information from the Engineer when required for proper execution of the Work. The Resident Project Representative will consult with the Engineer when interpretations, clarifications, and explanations of the Contract Documents are requested by the Contractor. As a result of such consultation, the Engineer will supplement or amend the contract, in accordance with Article 104.02 of these General Specifications, as necessary to further clarify, detail, and illustrate the Work.

The Resident Project Representative will also accept proposed adjustments to the approved schedules, Samples, and shop, working, or layout drawings and will provide such proposed adjustments to the Engineer for review. The Engineer's review and acceptance of such proposed adjustments will be in accordance with the provisions of the Contract Documents related thereto.

The Resident Project Representative will conduct on-Site observations of the Contractor's Work to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents. The Resident Engineer will consult with the Engineer whenever he or she believes that any part of the Contractor's Work is defective, or believes that such Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the completed Project as a functioning whole. As a result of such consultation, the Engineer will conduct such inspections as are necessary to evaluate the acceptability of the Work in question. The Resident Engineer will also assist the Engineer with Project inspections to determine whether the Work has been satisfactorily completed.

The Resident Project Representative will further assist the Engineer during performance of the Work by attending meetings with the Contractor, such as the preconstruction meeting and progress meetings, maintaining records for use in preparing Project documentation, furnishing periodic reports of the Contractor's progress on the Work and its compliance with the approved schedules, and drafting and recommending Field Orders, Change Orders, and Work Change Directives that he or she believes necessary for proper execution of the Work. The Resident Project Representative will also review applications for payment for compliance with the provisions of the Contract Documents related thereto and will forward such applications, along with its recommendations regarding such applications, to the Engineer.

During the performance of the Work, the Resident Project Representative shall have the duties and authority described above. In performing such duties, the Resident Project Representative shall not assume any responsibilities of the Contractor or any Subcontractors, Suppliers, individuals, or entities performing Work or labor for or rendering services or supplies to the Contractor. The Resident Project Representative shall not have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction, or for the Contractor's safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the performance of the Work. The Resident Project Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. The Resident Project Representative shall not have authority to authorize any change in or deviation from the Contract Documents; such changes or deviations shall only be authorized by the Engineer in accordance with the provisions of the Contract Documents related thereto.

105.15 Duties of Inspector

Inspectors employed by the Department will be authorized to inspect all Work done and Materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the Materials to be used. The Inspector will not be authorized to alter or waive the provisions of the Contract. The Inspector will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor.

105.16 Duties of Owner

Except as otherwise provided in the Contract Documents, the Owner shall issue all communications to the Contractor through the Engineer. During performance of the Work, the Owner shall furnish required data and information, execute supplements and amendments to the Contract Documents issued by the Engineer to further clarify, detail, illustrate, or direct the Work, and make payments as they are due in accordance with the provisions of the Contract Documents related thereto.

During the performance of the Work, the Owner shall have the duties and authority described above and elsewhere in the

Contract Documents. In performing such duties, the Owner shall not have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction, or for the Contractor's safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the performance of the Work. The Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

105.17 Substantial Completion

When the Contractor considers the entire Project to be complete and ready for its intended use, the Contractor shall notify the Engineer in writing that the entire Work is substantially complete, except for items specifically listed by the Contractor as incomplete, and request that the Engineer issue a certificate of Substantial Completion. Promptly after the Contractor's notification, the Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work to be substantially complete, the Engineer will notify the Contractor in writing giving the reasons therefor. If the Engineer does consider the Work to be substantially complete, the Engineer will deliver to the Owner a certificate of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final inspection and payment.

The Owner shall have the right to exclude the Contractor from the Site after the date of Substantial Completion subject to allowing the Contractor reasonable access to remove its property and complete or correct items on the list.

105.18 Final Inspection

Upon due notice from the Contractor of completion of the entire Project, the Engineer will make an inspection. If all construction provided for and contemplated by the Contract is found satisfactorily completed according to all of the requirements of the Contract, the inspection shall constitute the final inspection and the Engineer will notify the Contractor in writing of the date of final inspection.

If the inspection discloses any Work, in whole or in part as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with such instructions. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection.

SECTION 00106 CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements

The Materials used on the Work shall meet all quality requirements of the Contract. The Contractor shall notify the Engineer of the proposed sources of Materials prior to delivery. At the option of the Engineer, Materials may be approved at the source of supply before delivery is started. If it is found after trial that sources of supply for previously approved Materials do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish acceptable Materials from other sources.

All Materials to be permanently incorporated in the Work shall be new unless otherwise specifically prescribed in the Contract Documents.

All iron and steel products, which are to be incorporated into the Work shall be domestically manufactured or produced and fabricated. The Contractor shall obtain from the iron or steel producer and/or fabricator, in addition to the mill analysis, a certification that all iron or steel Materials meet these domestic source requirements.

The application of all coatings, epoxy, galvanizing, painting, etc., to metal products shall be domestically applied.

Metal Materials other than iron and steel, which are not domestically produced, may be accepted provided:

- (a) The Contractor notifies the Department in advance of his/her intention to use other than domestically manufactured or produced material.
- (b) Written evidence is provided in English of compliance with all requirements of the Specifications.
- (c) Physical tests conducted by the Department verify the acceptability of the material.

The Contractor is responsible for complying with these conditions so the material can be sampled and tested prior to the time it is required, and no Material shall be incorporated in the Work until approval is obtained from the Engineer.

106.02 Equivalent Materials

The Materials used on the Work shall meet all requirements of the Contract Documents. Whenever a Material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer and product, the specification or description is intended to establish the type, function, appearance, and quality required and the term “or equal” shall be implied. The naming of a proprietary item or a particular manufacturer and product in the Contract Documents shall only be construed as indicating the type, function, appearance, and quality or Material required on the Work and shall not be construed as preventing or restricting the use of another manufacturer’s product on the Work, provided that such product has equivalent properties to that named in the Contract Documents.

Materials other than those specified or described in the Contract Documents using the name of a proprietary item or the name of a particular manufacturer and product may be submitted to the Engineer for review and approval. If, in the Engineer’s sole discretion, an item submitted by the Contractor for review is functionally equivalent to that named in the Contract Documents, it may be approved by the Engineer as an “or equal” item. Materials may be accepted as “or equal” items provided that the following conditions are met.

- (1) The Contractor notifies the Engineer in advance of its intention to use Materials other than those specified or described in the Contract Documents.
- (2) Written evidence, including descriptive literature, shop drawings, and test results, in English, that the proposed material is functionally equivalent to that specified or described in the Contract Documents, is provided to the Engineer.
- (3) A Sample of the proposed material is provided to the Engineer and, when requested by the Engineer, all necessary testing equipment and labor to test the Sample and evaluate its properties and functional equivalency to the material specified or described in the Contract Documents is provided.

The burden of proof as to the merit of a proposed “or equal” item shall be upon the Contractor. The Engineer may require the Contractor to furnish data, in addition to that listed above, about the proposed “or equal” item to allow for his or her review and evaluation of the proposed material. The Contractor shall provide all such data at its expense.

The Engineer shall be allowed a reasonable time within which to evaluate each proposed “or equal” item. In all instances the Engineer shall be the sole judge of the equivalency of a material to that specified or described in the Contract Documents.

The Contractor shall be responsible for complying with the requirements of this Article so that a proposed “or equal” item can be evaluated prior to the time it is required, and no proposed “or equal” item shall be ordered or incorporated into the Work until approval for its use has been obtained from the Engineer. Any Work in which proposed “or equal” items have been used without prior approval of the Engineer shall be performed at the Contractor’s risk and may be considered as unacceptable or unauthorized, may not be paid for, and may need to be removed and replaced.

106.03 Unacceptable Materials

All Materials not conforming to the requirements of the Contract at the time they are used will be considered unacceptable and all such Materials will be rejected and shall be removed immediately from the Site of the Work unless otherwise instructed by the Engineer. If in place, they shall be removed and replaced with acceptable Materials at no additional cost

to the Department or Owner. No rejected Material, the defects of which have been corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any order of the Engineer pursuant to the provisions of this Article, the Engineer shall have authority to remove and replace defective Materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

106.04 Samples, Tests, and Cited Specifications

All Materials shall be inspected, tested, and approved by the Engineer before incorporation in the Work. The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the Materials are incorporated in the Work, and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding Samples and making inspections. All Samples shall be furnished without charge to the Department or Owner.

Any Work in which untested and unaccepted Materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk and may be considered as unacceptable or unauthorized and will not be paid for. Unless otherwise designated, tests will be made by and at the expense of the Department. Samples will be taken by a qualified representative of the Department. All Materials being used are subject to inspection, test or rejection at any time. When requested by the Department, the Contractor shall furnish a complete written statement of the origin, composition, and manufacture of any or all Materials (manufactured, produced, or grown) to be used in the Work.

Wherever in the Contract an abbreviated citation, from those listed in Article 101.01 of these General Specifications, is used followed by an appropriate serial designation, it shall be construed to mean the latest test or specification as the case may be, either as standards, tentative standards, interims, revisions, or amendments, in effect on the date of Invitation for Bids.

106.05 Plant Inspection

The Engineer may undertake the inspection of Materials at the source. In the event plant inspection is undertaken, the Engineer shall have the cooperation and assistance of the Contractor and the source with whom the Contractor has contracted for Materials, and shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the Materials being furnished.

It is understood that the Department reserves the right to retest all Materials which have been tested and accepted at the source of supply after the same have been delivered, and to reject all Materials which, when retested, do not meet the requirements of the contract.

When required by the Engineer, the following shall be provided by the Contractor, or source of supply.

- (a) All necessary testing equipment and labor to test Samples.
- (b) An approved sampling location and the necessary personnel to assist the Department representative in obtaining Samples.
- (c) Adequate safety measures provided and maintained.

106.06 Source of Materials

The source of supply, of each material used, shall be approved by the Engineer before delivery is started. If sources previously approved are found to be unacceptable at any time and fail to produce Materials satisfactory to the Department, the Contractor shall furnish Materials from other approved sources.

If the Contractor decides to investigate new sources of supply, the Contractor shall furnish without charge such preliminary Samples as the Department may require. Tests will be made on these preliminary Samples and reports rendered, but it is understood that such tests are for informational purposes only and tests shall not be construed as a guarantee of acceptance of any Material which may be delivered later for incorporation in the Work. Only Materials actually delivered for use will be considered, and their acceptance will be based solely upon the results of the tests made on these Materials.

If the Contractor installs Equipment or apparatus to produce Materials from new sources of supply, the Contractor does so

at his/her own risk, and the Contractor shall assume full responsibility for the production of uniform and satisfactory Materials. In case of failure of a source of supply to produce Materials satisfactory to the Department, the Contractor shall indemnify and save harmless the Department from any and all claims for loss or damage of whatever nature which the Contractor may have suffered by reason of the installation of Equipment and the operation of such sources of supply.

When Materials are furnished to the Contractor by the Department for inclusion in the Work, the Contractor's responsibility for all such Materials shall be the same as for Materials furnished by the Contractor.

106.07 Stored Materials

If it is necessary to store Materials, they shall be protected in such a manner as to ensure the preservation of their quality and fitness for the Work. All stored Materials will be inspected at the time of use in the Work, even though they may have been inspected and approved before being placed in storage. The Contractor may use the Site for storage of Materials, but the stockpiles shall be confined to such areas designated on the Plans or approved by the Engineer. If the Contractor wishes to stockpile Materials off site, he or she shall obtain written approval from the property owner and shall present such written approval to the Engineer prior to doing so. Such additional offsite space shall be provided by the Contractor at no additional cost to the Owner.

106.08 Handling Materials

All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage sites to the work in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring in order to prevent inconsistencies in the quantities of materials intended for incorporation in the work as loaded, and the quantities as actually received at the place of operations.

SECTION 00107

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed

The Contractor shall give all notices required by and shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the performance of the Work, including the Occupational Safety and Health Act of 1970, as amended, and all such orders or enactments, as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or affect over the Work, and no plea of misunderstanding or ignorance thereof will be considered. Except where expressly required by applicable laws and/or regulations, the Owner shall not be responsible for monitoring the Contractor's compliance with any such law, ordinance, regulation, order, or enactment. The Contractor shall indemnify and save harmless the Owner and Department and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order, or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

If the Contractor performs any Work knowing or having reason to know that it is contrary to any applicable laws or regulations, the Contractor shall bear all claims, costs, losses, and damages, including, but not limited to, all fees and charges of engineers, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such Work. It shall not be the Contractor's responsibility to make certain that the construction Plans are in accordance with all applicable laws and regulations, but this shall not relieve the Contractor of its obligations under Article 105.05 of these General Specifications.

107.02 Worker's Compensation Insurance

Prior to the approval of this Contract by the Owner, the Contractor shall furnish to the Department certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4(a) of the Illinois Workers' Compensation Act (820 ILCS 305), as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the Contract has been completed and accepted by the Department, as described herein, and it is hereby understood and

agreed the maintenance of such insurance or other protection, until acceptance of the Work by the Department, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said Illinois Workers' Compensation Act may be considered as a breach of the contract.

107.03 Employment Preference

The Contractor shall comply with the Illinois Veterans Preference Act (330 ILCS 55), as amended. The foregoing requirements shall not be applied to discriminate or give preference to veterans of a particular district over veterans of any political jurisdiction, state, possession, or territory of the United States on projects receiving Federal aid.

107.04 Permits and Licenses

Unless otherwise provided for in the Contract Documents, the Contractor shall obtain and pay for all permits and licenses and give all notices necessary and incident to the due and lawful prosecution of the Work. The Owner shall assist the Contractor, as necessary, in obtaining such permits and licenses. Upon request of the Owner, the Contractor shall furnish to the Owner satisfactory proof that such permits and licenses have been obtained and are in full force and effect during the performance of the Work.

107.05 Patented Devices, Material, and Processes

If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Department and Owner indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the Department, to furnish said Department with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Department may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and Surety shall indemnify and save harmless the Department and Owner from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the Department and Owner for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

107.06 Federal Aid Provision

When the United States Government pays all or any portion of the cost of a Project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the Contractor, and the Work shall be subject to the inspection of the appropriate Federal agency.

Such inspection shall in no sense make the Federal Government a party to this Contract and will in no way interfere with the rights of either party hereunder.

107.07 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the Contractor's employees and Department representatives as may be necessary to comply with the requirements of the State and Local Boards of Health, or of other authorities having jurisdiction.

107.08 Public Convenience and Safety

The Contractor shall notify the Engineer at least three (3) days in advance of the starting of any Work which might in any way inconvenience or endanger vehicular and pedestrian traffic, so arrangements may be made, if necessary, for closing paths, trails, and roads and providing suitable detours. The Contractor shall at all times conduct the Work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and residents adjacent to the Site shall be provided for in an adequate and satisfactory manner. When directed by the Engineer, the Contractor shall provide and maintain an acceptable surface aggregate for temporary paths, trails, roads, and approaches for

access to driveways, houses, buildings, or other property abutting the Site. The cost incurred by the Contractor for providing such temporary paths, trails, roads, and approaches will be paid for as Extra Work as provided in Article 109.05 of these General Specifications.

The Engineer may require the Contractor to finish a section on which Work is in progress before Work is started on any additional sections if the completion of such section is essential to public convenience.

No broken pavement, open holes, trenches, barricades, cones, or drums will remain on or adjacent to the traveled way and all paths, trails, roads and travel lanes shall be opened to vehicular and pedestrian traffic during any legal holiday period, except where major construction or reconstruction makes it impractical. The legal holidays will include:

- | | |
|------------------|------------------|
| New Year’s Day | Labor Day |
| Easter | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

The length of the holiday period shall vary as follows, depending on the day of the week the legal holiday falls on or is observed.

Day of Holiday	Length of Holiday Period
Sunday	3 p.m. Friday - 12 midnight Sunday
Monday	3 p.m. Friday - 12 midnight Monday
Tuesday	3 p.m. Friday - 12 midnight Tuesday
Wednesday	3 p.m. Tuesday - 12 midnight Wednesday
Thursday	3 p.m. Wednesday - 12 midnight Sunday
Friday	3 p.m. Thursday - 12 midnight Sunday
Saturday	3 p.m. Friday - 12 midnight Sunday

On weekends, excluding holidays, all paths, trails, roads and travel lanes shall be opened to vehicular and pedestrian traffic from 3:00 P.M. Friday to midnight Sunday except where Structure construction or major rehabilitation makes it impractical.

When any construction Work is performed on Structures over paths, trails, roads or travel lanes which are open to vehicular and pedestrian traffic, the Contractor shall protect the traffic from falling objects and/or Materials. The Contractor’s method of protection shall be subject to the approval of the Engineer and the cost thereof shall be included in the Work involved.

107.09 Work on Navigable Waters

All Work on navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and that the existing navigable depths will not be impaired, except as allowed by permit issued by the authority having jurisdiction over the navigable waters.

107.10 Maintenance of Traffic

When Work zone traffic control is required near the area under construction, or when any section of road is closed for construction operations of any type, the Contractor shall protect the workers and provide for safe and convenient public travel by providing adequate traffic control. The traffic control shall be subject to the approval of the Engineer and the cost thereof shall be included in the Work involved.

107.11 Dirt on Pavement or Structures

Where Equipment or vehicles related to the performance of the Work are operated on any portion of the pavement or structures used by traffic on or adjacent to the Site, the Contractor shall maintain such pavement free from all dirt and debris at all times. If dirt or debris are carried on to such pavement or structures by Equipment or vehicles related to the performance of the Work, the Contractor shall immediately clean the pavement of all dirt and debris.

The cost of this Work shall be included in the unit prices bid and no additional compensation will be allowed.

107.12 Equipment on Pavement and Structures

The Contractor shall not load nor permit any part of any pavement or structure to be loaded in any manner that will endanger the pavement or structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it. The pavement and structures on or adjacent to the Work shall be protected from damage from loading and from damage by lugs or cleats on treads or wheels or equipment. All Equipment used in the prosecution of the Work shall comply with the legal loading limits established by the statutes of the State of Illinois when moved over or operated on any pavement or structure unless permission in writing has been issued by the Engineer. Before using any Equipment, which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The Department and Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements.

107.13 Use of Explosives

The use of explosives is not necessary for the prosecution of the Work. Explosives shall not be used on Site.

107.14 Use of Fire Hydrants

If the Contractor desires to use water from hydrants, the Contractor shall make application to the proper authorities, and shall conform to the municipal ordinances, rules, or regulations concerning their use.

Fire hydrants shall be accessible at all times to the fire department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules, or regulations, or within 5 feet of a fire hydrant, in the absence of such ordinances, rules, or regulations.

107.15 Unexpected Regulated Substances

If, during the progress of the Work, the Contractor encounters or exposes, or if the Contractor or anyone for whom the Contractor is responsible creates, any abnormal condition which may indicate the presence of a regulated substance, the Contractor shall secure or otherwise isolate such condition, stop all Work in connection with such condition and in any area affected thereby, except in an emergency, as defined in Article 107.34 of these General Specifications, and promptly thereafter notify the Engineer about such condition. A regulated substance is a hazardous substance, special waste, or petroleum or any fraction thereof, as those terms are defined in the Illinois Compiled Statutes (ILCS).

Abnormal conditions include, but will not be limited to, the following: presence of underground storage tanks or barrels; discolored earth, metal, wood, etc.; visible fumes; obnoxious or unusual odors; excessively hot earth; smoke; or any other condition which appears abnormal and could be a possible indicator of a regulated substance. The conditions shall be treated with extraordinary caution. Appropriate action shall be taken to ensure public and employee safety.

Upon notification, the Engineer will review and, if determined to be necessary, evaluate or retain a qualified expert to evaluate such condition or to take corrective action. The Department may contact the IEMA and/or the IEPA regarding such condition. Promptly after consulting with any qualified experts, the Engineer shall take such actions as are necessary to allow the Contractor to resume the Work. The Contractor's operations shall not resume until so directed by the Engineer.

If after receipt of such written notice, the Contractor does not agree to resume Work based on a reasonable belief it is unsafe to do so, then Owner may order the portion of the Work that is in the area affected by such condition to be deducted from the Work according to the provisions of Article 104.03 of these General Specifications.

Removal and disposal of waste material, if necessary, shall be coordinated with the removal and disposal of contaminated soil, groundwater, and/or an underground storage tank UST and shall be according to Section 669 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Should the removal and disposition of waste

material require special procedures by certified personnel, the Contractor will make arrangements with qualified persons to remove and dispose of the material. If the Department provides for removal and disposal operations by entities other than the Contractor and arranges for the Contractor to pay all costs in connection therewith, the Contractor will be reimbursed according to Article 109.06 of these General Specifications.

Disposition of the regulated substances shall be made according to the requirements and regulations of the IEPA. Any waste generated as a special waste or hazardous waste shall be manifested off-site by a special waste transporter using an appropriate generator number. Any waste generated as a non-special waste may be disposed of off-site at a facility permitted by the IEPA without a manifest, special waste transporter, or generator number.

The Contractor shall abide with the Illinois Response Action Contractor Indemnification Act (415 ILCS 100).

The Contractor shall not be responsible for any abnormal condition encountered or exposed at the Site which was not shown in the construction Plans or identified in the Contract Documents. However, the Contractor shall be responsible for any abnormal condition created by Materials or Equipment brought to the Site by the Contractor, Subcontractors, Suppliers, or anyone else for whom the Contractor is responsible.

When the Contractor encounters unexpected regulated substances due to the presence of unknown utilities, Article 105.08 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.09 shall apply. When the Contractor performs necessary Work required to dispose of these Materials, payment will be made at the Contract unit price for Pay Items applicable to such Work, or payment will be made according to Article 104.03 of these General Specifications.

107.16 Protection and Restoration of Property

If corporate or private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property. The Contractor shall furnish the Engineer with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as pavement, walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops, and fences contiguous to the Work, for which the Contract does not provide for removal or specify precautions. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, until the Owner, or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall notify the Engineer of the presence of any such survey or property monuments as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in his/her manner or method of execution or nonexecution of the Work, or caused by defective Work or the use of unsatisfactory Materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with. All lot irons damaged or removed during construction of this Project shall be replaced by the Surveyor and said cost of replacement shall be paid by the Contractor.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at no additional cost to the Department or Owner, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. The appropriate article or articles of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction shall be considered in conducting such restoration of property. If the Contractor fails to do so, the Engineer may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between

the Department or the Owner and the Contractor.

The cost of all Materials required and all labor necessary to comply with the above provisions will not be paid for separately but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

107.17 Protection and Preservation of Aboriginal Records and Antiquities

The Contractor shall take reasonable precautions to avoid disturbing aboriginal records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of the Engineer. When such objects are uncovered unexpectedly, the Contractor shall notify the Engineer of their presence and shall not disturb them until written permission to do so is granted.

If it is determined by the Engineer, in consultation with the Illinois Historic Preservation Agency, that exploration or excavation of aboriginal records or antiquities on land owned or leased by the State is necessary to avoid loss, the Contractor shall cooperate in the salvage work attendant to preservation. If the Engineer determines the salvage work will delay the Contractor's Work, an appropriate extension of Contract Time will be granted.

107.18 Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas

All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department or Owner, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannas. The type of location map submitted shall be a topographic map, a plat map, or a 7.5-minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys.

- (a) Archaeological Resources. If potentially significant archaeological resources are identified, the Contractor shall have the option of choosing another site or paying for additional archaeological testing. If the Contractor chooses the option of additional testing, the Engineer will obtain a time and cost proposal for the Contractor's approval prior to the testing work being done. The archaeological testing may result in two possible conclusions:
 - (1) Results of the tests show that no further archaeological work is warranted, and the site is approved; or,
 - (2) Results of the tests indicate that data recovery is warranted, and the Contractor shall have the option of selecting another location or paying for the salvage operations.

If the area is approved as a borrow area, use area, and/or waste area, the Contractor shall obtain as part of the agreement with the property owner, the release of ownership of any artifacts found on the site. The agreement shall also provide that such artifacts will become the property of the State of Illinois.

The Contractor shall furnish copies of the proposed and final agreement to the Engineer for approval.

In the event hydraulic fill or commercial material from rock quarries, waste material, etc., is to be used, a reconnaissance survey for archaeological resources may be conducted only if disturbance of previously undisturbed areas is required to provide such material.

- (b) Wetlands. If the results of the biological resource reconnaissance survey indicate wetlands may be adversely affected by the proposed borrow area, use area, and/or waste area, the Engineer will not approve the area for use unless the Contractor provides documentation of concurrence with the following:
- (1) There is no feasible alternative to the proposed actions which adversely affects wetlands; and,
 - (2) The proposal for use of the area includes all practicable measures to minimize adverse impacts to the wetland and to provide appropriate compensation for any unavoidable adverse impacts.

In addition, when a proposed borrow area, use area, and/or waste area may involve the discharge of material into wetlands, the Engineer will not approve the area for use unless the Contractor provides evidence of necessary permit approval from the U.S. Army Corps of Engineers or other applicable regulatory authority.

- (c) Threatened and Endangered Species. If the results of the biological resource reconnaissance survey indicate threatened or endangered species or their designated essential habitat may be affected by the proposed borrow area, use area, and/or waste area, the Engineer will not approve the area for use unless the Contractor provides evidence of compliance with the consultation requirements of the Illinois Endangered Species Protection Act and has received from the Illinois Department of Natural Resources one of the following findings.
- (1) The action may promote the conservation of a listed species or its essential habitat; or
 - (2) The action is not likely to jeopardize a listed species or its essential habitat.

If the Department of Natural Resources advises the proposed action may be likely to jeopardize a listed species or its essential habitat, the Engineer will not approve the site.

- (d) Forested Areas, Prairies, and Savannas. If the results of the biological resource reconnaissance survey indicate that forested areas, prairies, or savannas may be adversely affected by the proposed borrow area, use area, and/or waste area, the Engineer will recommend the Contractor minimize harm to such areas by selecting alternative sites, where practical, and by providing replacement plantings of trees or prairie vegetation, as appropriate. Such plantings may be recommended for the borrow area, use area, and/or waste area, subject to the approval of the property owner.

107.19 Protection of Streams, Lakes, Reservoirs, Natural Areas, Wetlands, Prairie Areas, Savannas, and Endangered and Threatened Species

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, reservoirs, and wetlands with fuels, oils, or other harmful Materials. The Contractor shall conduct and schedule operations so as to avoid or minimize siltation of streams, lakes, reservoirs, and wetlands.

Unless otherwise provided for in the Contract Documents, the Contractor shall not disturb designated natural areas and wetlands, locations where State or Federal-listed threatened or endangered species may be found or are known to occur, areas that have been designated as essential habitat for such species, or prairie or savanna areas the Department has committed to protecting. Also, if previously unidentified natural areas, wetlands, prairies, savannas, or areas containing or suspected of containing State or Federal-listed threatened or endangered species are identified during construction, the Contractor shall immediately notify the Engineer. Upon notification, the Engineer will take or will direct the Contractor to take such actions as are determined to be necessary in response to such finding or encounter

If the Engineer determines that additional actions are necessary to mitigate the effects of the Project on such unidentified or previously identified natural areas, wetlands, prairies, savannas, or areas containing or suspected of containing State or Federal-listed threatened or endangered species, the Contractor shall cooperate in accomplishing these actions. The cost incurred by the Contractor in complying with the requirements of this Article shall be considered as included in the Contract unit prices bid for the various items of Work involved and no additional compensation will be allowed.

107.20 Forest Protection

In carrying out Work within or adjacent to forests, the Contractor shall comply with all regulations of the authority having jurisdiction governing the protection of forests and the carrying out of Work within the forests, and shall observe all sanitary laws and/or regulations with respect to the performance of Work in the forest areas. The Contractor shall keep the areas in an orderly condition; dispose of all refuse; and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures according to the requirements of the authority having jurisdiction over such forest areas.

The Contractor shall take all reasonable precaution to prevent and suppress fires and shall require employees and Subcontractors to do all within their power to prevent and suppress and to assist in preventing and suppressing fires and to make every possible effort to notify the Engineer and the authority having jurisdiction over the forest at the earliest possible moment of the location and extent of any fire seen by him or her.

107.21 Protection and Restoration of Traffic Signs

All traffic signs within the limits of construction which interfere with construction operations or which are obscured by or otherwise interfered with by the construction operations to the extent that they no longer have the desired effect on traffic, shall be removed by the Contractor when directed by the Engineer and the authority having jurisdiction over such signs. Any such signs shall be re-erected immediately by the Contractor at alternative temporary or permanent locations in a manner approved by the Engineer and the authority having jurisdiction over such signs.

The Contractor shall maintain the signs in a straight and neat condition for the duration of the Work. Signs which are not re-erected immediately shall be stored off the ground in a covered area. As soon as construction operations permit, the signs shall be replaced at their permanent locations to the satisfaction of the Engineer and the authority having jurisdiction over such signs.

Any sign or post which the Engineer determines has been damaged due to the construction operation or while in storage shall be replaced by the Contractor.

The costs of all Materials required and all labor necessary to comply with this provision will be considered as included in the unit prices bid of the Contract and no additional compensation will be allowed.

107.22 Indemnification

The Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, Subcontractors, Suppliers, agents, or anyone else for whom the Contractor is responsible, arising out of or resulting from performance of the Contract, or any activity in connection therewith. To the fullest extent permitted by law, the Contractor shall indemnify, save harmless and defend the Owner and Department, their agents, servants, and employees and each of them against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the Work covered by this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Owner or Department, their agents, servants, or employees or any other person indemnified hereunder.

In claims against the Owner or Department or any individual indemnified under this Article by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or Subcontractor under any employee benefits act including but not limited to the Illinois Workers' Compensation Act (820 ILCS 305), as amended.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the Department for the payment thereof, may be retained by the Owner or

Department for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Department, its employees or agents shall be deemed a waiver by the Department of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

107.23 Insurance

The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Owner and Department and authorized to transact business under the laws of the State of Illinois. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified elsewhere in the Contract Documents. Whether stated in this Article or elsewhere in the Contract Documents, the Owner and Department do not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

- (1) Indemnify, Hold Harmless, and Defend Clause. The Contractor and its insurance provider, to the fullest extent permitted by law, shall indemnify, save harmless, and defend the Owner and Department, their agents, servants, and employees and each of them against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the Work covered by this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Owner or Department, their agents, servants, or employees or any other person indemnified hereunder.

Liability Insurance Coverages. The Contractor shall purchase from and maintain in a company or companies acceptable to the Department, such company or companies lawfully authorized to do business in the state of Illinois, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- (a) Commercial General Liability Insurance. Commercial general liability insurance in a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for the following where exposure exists: premises/operations; products/completed operations; contractual liability; and coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees, as well as claims for damages insured by usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor; or, (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from.
- (b) Worker's Compensation Insurance. Worker's compensation insurance shall be maintained covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois.
- (c) Employer's Liability Insurance. Employer's liability insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees.
- (d) Automobile Liability Insurance. Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

(2) Liability Insurance Limits. The Contractor's liability insurance, as required above, shall be written with limits of insurance not less than the following.

(a) Commercial General Liability Insurance

*General Aggregate Limit	\$2,000,000
Damage to Rented Premises Limit	\$0,500,000
Products/Completed Operations Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

** The policy shall be endorsed for the General Aggregate Limit to apply on a "Per Project" basis.*

(b) Workers Compensation and Employer's Liability Insurance

Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

(c) Automobile Liability Insurance

Combined Single Limit (Each Accident)	\$1,000,000
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(3) Liability Insurance Conditions. The Owner and Department, their agents, officers, and employees shall be named as additional insured under ISO additional insured endorsement CG 20 26, edition date 10/93 or its equivalent. The Contractor's insurance shall be primary and non-contributory. Such contractual liability insurance coverage shall be broad enough to respond to the liability assumed by the Contractor in the indemnify, hold harmless, and defend clause described herein.

(4) Certificates of Insurance. Certificates of insurance acceptable to the Department, complete with the required endorsements, were filed with the Department upon Award of the Contract. The Department shall be provided with a 30-day written notice of the cancellation or non-renewal of any insurance policy or any material change within an endorsement. Certificates evidencing renewal or replacement of such insurance policies or endorsements shall be provided to the Department at least fifteen (15) days prior to the expiration, cancellation, or non-renewal of such policies or endorsements.

(5) Duration of Insurance Coverage. The insurance described herein shall be maintained for the duration of the Contract and shall remain in force during the period covering occurrences happening on or after the Effective Date of the Agreement, during performance of the Work, and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work.

(6) Failure to Comply. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Contract, the Department may purchase such insurance coverage and charge the expense thereof to the Contractor.

The cost incurred by the Contractor in complying with the requirements of this Article shall be considered as included in the Contract unit prices bid for the various items of Work involved and no additional compensation will be allowed.

107.24 Contractor Safety Responsibility

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: all persons on the Site who may be affected by the Work; all of the Work and Materials and Equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, and utilities not designated for

adjustment in the course of the Work.

Nothing in this Contract or the contracts between the Department and any construction engineering consultant(s) is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the Work conducted by the Department, the construction engineering consultant(s), and the officers and employees of any of them, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to the Department and Owner a safe workplace shall be provided for all employees of the Contractor and each of its Subcontractors. There shall be no violation by the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of this State, or other workplace safety requirement of the Federal Highway Administration if the contract is funded in part with federal funds. The Contractor agrees to require this workplace safety guarantee of all Subcontractors according to Article 108.01 of these General Specifications, and expressly to require the Department and Owner to be a third-party beneficiary of each guarantee.

107.25 Opening of Section of Work

The Work under construction shall not be opened until authorized by the Engineer in writing. The Department reserves the right to use and to open any portion of the Work before completion of the entire Work when the Engineer determines that an early opening is in the interest of the public or when the Contractor has failed to prosecute the Work continuously and efficiently. Such opening shall not be construed as an acceptance of the Work, or any part of it, or cause for the Department or Owner to incur any liability to the Contractor for any additional costs, except as provided in Article 107.26 of these General Specifications or otherwise expressly provided in the Contract.

Whenever the Contractor is required to open all of the Work or any portion thereof according to the authorization of the Engineer given herein, the Contractor shall conduct the remainder of the construction operations so as to cause the least obstruction to vehicular and pedestrian traffic and according to the traffic control plan approved by the Engineer.

107.26 Contractor's Responsibility for Work

The Contractor shall be solely responsible for performing and completing the Work in accordance with the Contract Documents. He or she shall assume full responsibility for all of the labor, tools, Equipment, and other incidental items employed and provided on the Work and for all of the means, methods, techniques, sequences, and procedures used in accomplishing the construction. Nothing in this Contract or the contracts between the Department or Owner and any consultant(s) is intended or shall be construed, unless expressly stated, to reduce the responsibility of the Contractor thereto.

Except as otherwise provided in this Article, all Work of the Contract, including Work added to the contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the Work until the date of final inspection, as defined in Article 105.18 of these General Specifications. The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace, and make good all lost, destroyed, or damaged Work to the condition required by the Contract and shall bear all the expense and costs to do so, except when the Engineer determines the loss, destruction or damage to the Work to be caused by a Cataclysmic Event, an act of the public enemy, or an act of a governmental authority. This exception shall not apply should the Engineer determine that the loss, destruction, or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the Work. The Contractor and Owner understand and agree that the definition of what constitutes a Cataclysmic Event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and Owner agree that the Engineer will determine the occurrence of a Cataclysmic Event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the Work. All

determinations of the Engineer shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the contract, for any or all expenses or costs in the absence of the affirmative determination by the Engineer as to coverage by this exception and the amounts eligible for reimbursement, and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the court and hereby waives the same.

The Contractor may request in writing that the Department assume responsibility to protect and maintain any portion of the Work that has been completed in all respects with the requirements of the Contract subject to the approval of the Engineer.

Any approval granted may alter or limit the part of the Work subject to the approval. After the date of written approval, the Contractor shall be relieved of the responsibility to protect and maintain the Work subject to the approval and shall not be responsible for the correction of any damage or the performance of any maintenance Work in the areas subject to the approval, except that caused in whole or in part by Contractor operations within the limits of the Project or negligence. When damage to the Work subject to the approval occurs and it is determined the Contractor is not responsible, the Engineer may order repairs to the Work by the Contractor and payment will be made according to Article 109.05 of these General Specifications. Any approval granted under this Article shall neither constitute final acceptance of any of the Work nor be construed to be Substantial Completion thereof, and the Work covered by any approval shall continue to be subject to final inspection and acceptance in accordance with the terms of the Contract. Repairs to Work subject to the approval required due to defective Materials or workmanship or caused in whole or in part by Contractor operations or negligence, shall be performed at no additional cost to the Owner or Department.

During periods of suspension in accordance with Article 108.09 or other discontinuance of Work from any cause whatever, the Contractor shall continue to be responsible for the Work as provided in this Article and shall take such precautions as may be necessary to prevent damage to the Work, provide for normal drainage, and shall erect any necessary temporary structures, signs, or other facilities at his/her expense, except as otherwise provided in Article 108.09 of these General Specifications. During such period of suspension or discontinuance of Work, the Contractor shall properly and continuously maintain, in an acceptable growing condition, all living material in newly established plantings, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

107.27 Contractor's Responsibility for Utility Property and Services

At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, Work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any utilities in their removal and rearrangement operations so Work may progress in a reasonable manner, duplication of rearrangement Work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. In the event or interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately notify the utility owner and Engineer. Arrangements will be made to restore such services to a condition equal to that existing before any such damage or destruction was done. If water service is interrupted, repair work shall be continuous until the service is restored. The cost of such restoration shall be the sole responsibility of the Contractor. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utility companies about locating their facilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) system. All utility companies and municipalities that have buried utility facilities in the State of Illinois are part of this system.

The Contractor shall request all utility owners to locate their facilities by contacting JULIE at (800) 892-0123 or 811 at least 48 hours prior to the start of the Work. The political name of the township where the Work is located, as shown on the

construction Plans, along with other location information such as section and quarter section shall be given to JULIE. For utilities which are not members of JULIE, the Contractor shall contact the utility owners directly. The construction Plans will indicate which utilities, if any, are not members of J.U.L.I.E.

The Contractor shall be responsible for maintaining all markers or excavations provided by the utility owners. The type of utility and color used for marking are shown in the following table.

<u>Utility Service</u>	<u>Color</u>
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White

107.28 Furnishing of Site

The Owner/Township shall furnish the Site prior to the start of Work. The Owner/Township will obtain in a timely manner and, if necessary, pay for all easements and landowner agreements necessary for the performance of the Work. The Owner will notify the Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Upon reasonable written request, the Owner/Township shall furnish the Contractor with a current statement of legal title and legal description of the lands upon which the Work is to be performed.

If a delay in the Owner’s furnishing the Site or a part thereof should occur, and such delay is of such a nature as to require a change in the Contract, an equitable adjustment to the Contract Price or Contract Times will be made and the Contract amended according to the provisions of Article 104.02 of these General Specifications.

107.29 Personal Liability of Public Officials

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the Engineer thereby, there shall be no personal liability upon the Engineer or his or her authorized representative. By entering into this Contract with the Owner and Department, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Owner or Department for any action or omission done or not done in the course of their administration of this Contract. The Contractor agrees to pay all attorney fees and all costs incurred by the Owner or Department, their officers, and employees on account of action or suit in violation of this Article.

107.30 No Waiver of Legal Rights

The Owner and Department shall not be precluded or estopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and Materials furnished by the Contractor, nor from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; nor from showing the Work or Materials do not in fact conform to the Contract. The Owner and Department shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor’s failure to comply with the terms of the Contract.

A waiver on the part of the Department of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

107.31 Construction Noise Restrictions

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

Construction within 1,000 feet of an occupied residence, motel, hospital, or similar receptor shall be confined to the period between the hours of 7:00 AM and 7:00 PM on weekdays and between the hours of 8:30 AM and 5:00 PM on Saturdays. No construction within such proximity to such facilities shall be performed outside of these working hours or on Sunday or any legal holiday without prior written approval from the Engineer. These time regulations shall not apply to construction of an emergency nature.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Engineer.

107.32 Dust Control

The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities.

The Engineer may require the implementation of dust control procedures if wind and dry soil conditions reduce visibility on adjacent roads and property. Concerns for health and safety to the public using adjacent facilities will be grounds for the Engineer to request implementation of a dust control plan.

When circumstances warrant, a specific dust control plan shall be developed. The Contractor and the Department shall meet to review the nature and extent of dust generating activities and cooperatively develop specific types of control techniques appropriate to that specific situation. Sample techniques that may warrant consideration include the following measures.

- (a) Minimize track out of soil onto nearby publicly traveled roads.
- (b) Reduce vehicle speed on unpaved surface.
- (c) Cover haul vehicles.
- (d) Apply chemical dust suppressants or water to exposed surfaces, particularly to surfaces on which construction vehicles travel.

Dust control measures as indicated in the dust control plan, or as directed by the Engineer, shall be readily available for use on the Project Site.

The cost of this Work shall be included in the unit prices bid and no additional compensation will be allowed.

107.33 Taxes

All applicable sales, consumer, use, payroll and other similar taxes required to be paid during the performance of the Work shall be paid by the Contractor. Contractor is hereby advised that the Owner is exempt from Illinois state sales and use taxes on supplies and Materials to be incorporated into the Work (Exemption No. E9995-7817-06) and such exemption shall be considered by the Contractor. The Owner will furnish evidence of such exemption to Contractor, if necessary, for use in purchasing supplies and Materials to be incorporated into the Work. The Owner's exemption does not apply to construction tools, machinery, Equipment, or other property purchased or leased by the Contractor, or to supplies or Materials not incorporated into the Work.

107.34 Emergencies

In an emergency affecting the safety or protection of persons or the Work or the Site or property adjacent thereto, the

Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Engineer prompt written notice if he or she believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If the Engineer determines that a change in the Contract Documents is required because of any action taken by the Contractor in response to such an emergency, an equitable adjustment to the Contract Price or Contract Times will be made and the Contract amended according to the provisions of Article 104.02 of these General Specifications.

SECTION 00108 PROSECUTION AND PROGRESS

108.01 Subcontracting

The Contractor shall not subcontract, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the Engineer. Notwithstanding consent to subcontract issued by the Engineer, the Contractor shall perform with the Contractor's own organization, Work amounting to not less than 50 percent (50%) of the total contract cost, and with Materials purchased or produced by the Contractor. Items designated in the Contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of Work required to be performed by the Contractor with its own organization. "Specialty items" will be those items so designated on the construction Plans or in the Contract Documents.

Prior to the Award of the Contract, the Contractor submitted to the Owner a list of the Subcontractors, Suppliers, individuals, or entities that will perform Work or labor for or render services or supplies to the Contractor in an amount in excess of ten percent (10%) of the Contract Price. The Owner's acceptance of such list, either in writing, or by failing to make written objection thereto, may be revoked at any time on the basis of reasonable objection after due investigation. In order to conduct such investigation, the Owner may request the Contractor to provide proof that any Subcontractor, Supplier, individual or entity has the experience, ability, and Equipment the Work requires.

If the Owner, after due investigation, has reasonable objection to any Subcontractor, Supplier, individual, or entity, the Owner may request the Contractor to submit a replacement. If such replacement has an effect on the Contract Price or Contract Times, the Contract Documents may require modification. The need for such modifications will be evaluated by the Engineer and, if necessary, will be made in accordance with Article 104.02 of these General Specifications. The Contractor shall not otherwise substitute, delete, or add to the accepted list of Subcontractors, Suppliers, individuals, or entities without written approval of the Engineer.

During performance of the Work, the Engineer may order the Contractor to remove a Subcontractor who, in the opinion of the Engineer, does not perform satisfactory Work. The Contractor shall comply at once and shall not employ the Subcontractor for any further Work under this Contract. Should the Contractor fail to remove such Subcontractor as required above, or fail to furnish a suitable replacement Subcontractor or suitable and sufficient personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice, in accordance with Article 108.09 of these General Specifications, until such orders are complied with.

The Contractor shall be fully responsible to the Owner for all acts and omissions of the Subcontractors, Suppliers, individuals, or entities that perform Work or labor for or render services or supplies to the Contractor, just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract Documents shall create, for the benefit of any Subcontractor, Supplier, or any other individual or entity, any contractual relationship between the Owner and any such Subcontractor, Supplier, or other individual or entity, nor any obligation on the part of the Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or any other individual or entity, except as may be required by laws and/or regulations.

For each subcontract, the Contractor shall submit to the Engineer a certification that a subcontract agreement exists in writing, that the subcontract incorporates by reference the terms and conditions of this contract, and that the subcontract

incorporates fully therein the provisions related to employment practices, including the prevailing wage rate requirements, of the Contract Documents. The Contractor shall permit the Department or State or Federal representatives to examine the subcontract agreements upon notice. No subcontracts shall in any case release the Contractor or its Surety of liability or any portion thereof under the Contract and Contract Security.

The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor. The Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with the Engineer through the Contractor. The Contractor's superintendent shall be on the Site at all times when any subcontract Work is being performed.

108.02 Progress Schedule

After the Award of the Contract and prior to starting Work, and within ten (10) days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer for timely review:

- (1) Progress Schedule. The Contractor shall submit a preliminary Progress Schedule which shall show the proposed sequence of Work and indicating the times for starting and completing the various items of Work, including any milestones specified in the Contract Documents, according to the Contract Times stated in the Agreement. This schedule shall be used as a basis for establishing the controlling item of construction activities during the performance of the Work and for checking progress of the Work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress on the Work. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period that such item is controlling.
- (2) Schedule of Submittals. The Contractor shall submit a preliminary Schedule of Submittals which shall show any submittals required to support the performance of the Work and the time requirements associated with the review and approval or acceptance of such submittals.
- (3) Schedule of Values. The Contractor shall submit a preliminary Schedule of Values that contains values for the entire Work, including quantities and prices of items which, when added together, equal the Contract Price and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work (i.e., bid form).

At least one week prior to the start of Work, a preconstruction conference, as described in Article 108.03 of these General Specifications, attended by the Owner, Contractor, Engineer, and others, as appropriate, shall be held, among other reasons, to review, for acceptability, as provided below, the schedules described above. The Contractor shall be responsible for scheduling such conference and for notifying the Owner, Engineer, and others as appropriate of the conference at least one week prior to the scheduled date of such conference. After such conference, the Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. Payments may be withheld until satisfactory schedules have been submitted to and approved by the Engineer.

- (4) Acceptability of Progress Schedule. The Contractor's Progress Schedule will be acceptable to the Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on the Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or performing the Work, nor interfere with or relieve the Contractor from the Contractor's full responsibility therefor.
- (5) Acceptability of Schedule of Submittals. The Contractor's Schedule of Submittals will be acceptable to the Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- (6) Acceptability of Schedule of Values. The Contractor's Schedule of Values will be acceptable to the Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

During performance of the Work, the Contractor shall adhere to the approved schedules. The Contractor shall confer with the Engineer at regular intervals and at progress meetings, as described in Article 108.08 of these General Specifications,

in regard to the prosecution of the Work according to the approved schedules. Such schedules may be adjusted from time to time, as provided below.

The Contractor shall submit to the Engineer, for review and acceptance, proposed adjustments to the approved schedules that will not result in changes to the Contract Price or Contract Times. Such adjustments shall comply with all applicable provisions of the Contract Documents. If a proposed adjustment to the approved schedules has an effect on the Contract Price or Contract Times, the Contract Documents may require modification. The need for such modifications will be evaluated by the Engineer and, if necessary, will be made in accordance with Article 104.02 of these General Specifications.

108.03 Preconstruction Conference

At least one week prior to the start of Work, a preconstruction conference attended by the Owner, Contractor, Engineer, and others, as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the schedules described in Article 108.02 of these General Specifications, procedures for handling Samples, shop, working, and layout drawings and other submittals, processing applications for payment, and maintaining required records. The Contractor shall be responsible for scheduling the preconstruction conference and for notifying the Owner, Engineer, and others, as appropriate, of the preconstruction conference at least one week prior to the scheduled date of such conference.

At the preconstruction conference, the Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party. At this conference, the Contractor shall also designate, in writing, the superintendent referred to in Article 105.07 of these General Specifications, who shall be on the Work Site at all times.

108.04 Prosecution of the Work

The Contractor shall begin the Work to be performed under the Contract on the date when the Contract Times commence to run, either on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the thirtieth day after the Effective Date of the Agreement, unless otherwise provided for in the Contract or ordered by the Engineer. No Work shall be performed under the Contract prior to the date on which the Contract Times commence to run.

The Work shall be prosecuted in such a manner and with such a supply of Materials, Equipment, and labor as is considered necessary to ensure its completion according to the Contract Times specified in the Agreement. The Contractor shall notify the Engineer at least 24 hours in advance of either discontinuing or resuming construction activities.

108.05 Working Days

When the Contract provides a specified number of working days, the charging of working days will start when the Contractor begins actual construction Work, and in no case later than Thirty (30) days after the Effective Date of the Agreement, unless otherwise provided for in the Contract or ordered by the Engineer.

A working day shall be defined as any Calendar Day between April 1 and November 30 inclusive, except Saturdays, Sundays, or legal holidays observed by the Contractor's entire work force in Illinois. The length of a working day will be determined by the Engineer from the number of working hours established by actual job practice by the Contractor for the current controlling item, except not less than eight hours will be considered in the determination.

A full working day will be charged for any day described in the foregoing on which conditions are such that the Contractor could be expected to do a full day's work on the controlling item. A full working day will be charged on days when the Contractor could be working on a controlling item, but elects not to work, or elects to work elsewhere.

No allowance will be made for delay or suspension of the Work due to the fault of the Contractor.

The Engineer will determine which days are workable. One copy of the “Weekly Working Days Report of the Resident Project Representative” will be mailed to the Contractor’s office on a weekly basis. Any disagreement with the working day charges stated in such report must be filed in writing with the Engineer within seven (7) days of receipt of such report giving detailed reasons for the disagreement. The receipt of such report by the Contractor shall be, for purposes of the contract, deemed to occur three (3) days after the date of such report, as indicated on the report. The final resolution of such disagreement will be made by the Engineer. By not filing a detailed disagreement within the seven day period, the Contractor will be deemed to have accepted the report as correct and no further challenge will be allowed.

The basis for charging working days shall be as follows.

- (a) A partial working day of one-quarter, one-half, or three-quarters will be charged under the following conditions.
 - (1) When weather conditions do not permit the completion of a full day’s work on the controlling item.
 - (2) When job conditions due to recent weather do not permit full efficiency of the men or Equipment which are working on the controlling item.
 - (3) A shortage of help which is beyond the Contractor’s control prevents reasonable progress on a controlling item.
 - (4) When any condition over which the Contractor has no control prevents completing a full day’s production on the controlling item.
- (b) No working day will be charged under the following conditions.
 - (1) When adverse weather prevents work on the controlling item.
 - (2) When job conditions due to recent weather prevent work on the controlling item.
 - (3) When Work has been suspended by an act or an omission of the Department or Engineer.
 - (4) When strikes, lock-outs, extraordinary delays caused by utility work, extraordinary delays in transportation, or inability to procure critical Materials suspend work on the controlling item, as long as these delays are not due to any fault of the Contractor.
 - (5) When any condition over which the Contractor has no control causes suspension of work on the controlling item.

108.06 Completion Date and Completion Date Plus Working Days

When the Contract provides a specified completion date or a specified completion date plus working days, such terms shall be interpreted as follows.

- (a) Completion Date. When a completion date is specified, the Contractor shall complete all Work subject to the date on or before the specified date.
- (b) Completion Date Plus Working Days. When a completion date plus working days is specified, the Contractor shall complete the major items of Work as specified in the Contract, on or before the completion date. The Contractor shall complete the off-the-road or miscellaneous items of work within the specified number of working days after the completion date.

108.07 Labor, Methods, and Equipment

The Contractor shall, at all times, employ and provide sufficient labor, tools, Equipment, and other incidental items for prosecuting the Work to full completion in the manner and time required by the Contract. The Contractor shall assume full responsibility for all labor, tools, Equipment, and other incidental items employed and provided on the Work.

All workers shall have sufficient skills and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the Equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed at once by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until such orders are complied with.

All Equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Project shall be such that no damage to the Site, adjacent property, or other properties will result from its use.

The Contractor shall assume full responsibility for the Equipment, means, methods, techniques, sequences, and procedures used in accomplishing the construction. Unless the methods and Equipment to be used by the Contractor in accomplishing the construction are prescribed in the Contract, the Contractor is free to use any methods or Equipment that can be demonstrated to the Engineer as satisfactory to accomplish the Contract Work in conformity with the requirements of the Contract.

When the Contract specifies that the construction be performed by the use of certain methods and Equipment, such methods and Equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of Equipment other than specified in the Contract, he or she may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and Equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction Work in conformity with Contract requirements. If, after trial use of the substituted methods or Equipment, the Engineer determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or Equipment and shall complete the remaining construction with the specified methods and Equipment. The Contractor shall remove the deficient Work and replace it with Work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved nor in Contract Time as a result of authorizing a change in methods or Equipment under these Provisions.

108.08 Progress Meetings

The Contractor shall confer with the Engineer, and others, as appropriate, at regularly scheduled progress meetings in regard to the prosecution of the Work according to the schedules described in Article 108.02 of these General Specifications. Such progress meetings shall be held on Site on a weekly basis. The Contractor shall be responsible for scheduling such progress meetings and for notifying the Engineer, and others, as appropriate, of the schedule for such meetings at least one (1) week prior to the scheduled date of the first such meeting.

The Contractor's superintendent shall attend the progress meetings and shall review with the Engineer, and others, as appropriate, items such as completed and planned Work, soil and material stockpile locations, material and Equipment storage locations, construction access locations, use of Site, Change Orders, Field Orders, items requiring written interpretation or clarification, items requiring the Engineer's approval, payment requests, and any other concerns affecting the prosecution of the Work.

108.09 Suspension of Work

The Engineer shall have authority to suspend the Work, in whole or in part, when unsuitable severe weather conditions or other conditions at the Site make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the Work, and when the Contractor does not comply with the Contract or orders of the Engineer. Orders to suspend or resume Work shall be complied with immediately. If it becomes necessary to stop Work for an

indefinite period of time, the Contractor shall store all Materials in such manner that they will not unreasonably encumber the Site or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, and install temporary structures, including suitable soil erosion and sediment control devices, where necessary. The Contractor shall not suspend Work without written authority from the Engineer.

The period of suspension shall not count against the time of performance established in the Contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.10 of these General Specifications. Except as provided herein below for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time and the Contractor believes that additional compensation or an extension of the Contract Times is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment in the Contract Price and/or Contract Times within seven (7) days of receipt of the notice to resume Work issued by the Engineer. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the period of suspension was unreasonable and that Contract Price and/or Contract Times should be adjusted as a result of such suspension, the Engineer will make an adjustment, excluding profit, and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) days be considered unreasonable. No adjustment will be made for a suspension of any duration if the suspension was caused by the acts or omissions of the Contractor, its Subcontractors or Suppliers, or the weather. The Engineer will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted a request for adjustment within the time prescribed. No Contract adjustment will be allowed under this Article to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

108.10 Determination and Extension of Contract Times

Determination and extension of Contract Times shall be as follows.

- (a) Working Days. When the Contract provides a specified number of working days, it is understood that completion of the Work within the specified number of working days is an essential part of the Contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

A request for an extension of the Contract Times may be initiated by either the Engineer or the Contractor. If the Department finds that the quantities of work done, or to be done, are in excess of the estimated quantities by an amount sufficient to warrant additional time, it may grant an extension of the Contract Times for completion which appears reasonable and proper. The extended number of working days for completion shall then be considered as in effect the same as if it were the original time for completion.

- (b) Completion Date. When a completion date is specified, it is understood that time is of the essence of the Contract and that completion of the Work by that date is an essential part of the Contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of the Contract Times.

In the event of delay in the Work beyond the reasonable control of the Contractor resulting from:

- (1) Conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; or delay by the Department in making the Site available; or in furnishing any items required to be furnished to the Contractor by the Department;
- (2) Extraordinary conditions of weather for the area and time of year with the understanding that the completion

time contemplated by this Contract anticipates a certain number of lost days due to normal weather conditions, therefore only unusual or extreme weather conditions for the time of year will be considered as justification for a delay in completion of the Work;

- (3) War, national conflicts, terrorist acts, or priorities arising therefrom, including restrictions of the ability to procure critical Materials;
- (4) Fires;
- (5) Epidemics;
- (6) Strikes or other labor disruptions extending in duration more than five Calendar Days;
- (7) Utility or railroad adjustments;
- (8) Material delivery delay caused by strikes, lockouts, wrecks, or freight embargoes;
- (9) Subject to compliance with the requirements of Article 105.09 of these General Specifications, the operations of other contractors working within the limits of the Contractor coordinated contracts; or,
- (10) Cataclysmic Events.

And for no other cause or causes, the Contractor shall be entitled to a reasonable extension of the Contract Times only by the amount of time the Contractor is actually delayed thereby in the performance of the Work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of the Contract Times unless the Contractor notifies the Department in writing within twenty-one (21) days of the commencement of each such delay; requests an adjustment within twenty-one (21) days of the conclusion of such delay; and failure of the Contractor to request an adjustment in conformity with this Article shall be deemed a waiver of the same. Interim completion dates incorporated into a Contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier.

After the Contractor has filed a request for an extension of the Contract Times, the Department will notify the Contractor, in writing, whether or not such extension will be approved. The Engineer will consider how timely the Contractor prosecuted the Work up to the point of the delay according to the Progress Schedule approved according to Article 108.02 of these General Specifications when considering the request. No extension of the Contract Times will be granted unless the delay in completion of the Work was caused specifically by a delay in a portion of the Work that was on the critical path of the Progress Schedule, and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

Regardless of whether the Contract is governed by (a) or (b) of this Article, extensions of the Contract Times granted for reasons or events beyond the reasonable control of the Department shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the Contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the Contract. An extension of the Contract Times will be granted only by a Change Order or a Work Change Directive issued by the Engineer.

108.11 Failure to Complete the Work on Time

Time is of the essence to the Contract. Should the Contractor fail to complete the Work within the working days stipulated in the Contract or on or before the completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Owner the amount shown in the following schedule of deductions,

not as a penalty, but as liquidated damages, for each day of overrun in the Contract Times or such extended times as may have been allowed. The liquidated damages appearing in the schedule of deductions are approximate, due to the impracticality of calculating and proving actual delay costs. Consequently, the schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor of the Work, remaining incidental Work, correction of Work improperly completed, or repair of Work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total Work of the Contract even though the Work may be substantially complete. The Department will deduct these liquidated damages from any monies due or to become due to the Contractor.

Schedule of Deductions for Each Day of Overrun in Contract Times			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Working Day
\$00,000,000	\$00,100,000	\$00,475	\$00,675
\$00,100,000	\$00,500,000	\$00,750	\$01,050
\$00,500,000	\$01,000,000	\$01,025	\$01,425
\$01,000,000	And over	\$01,275	\$01,725

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date. When the time limit is specified as working days, the daily charge will be made for each additional working day, computed as specified in Article 108.05 of these General Specifications. Interim completion dates incorporated into a contract subject to a final completion date shall also be governed by these provisions.

108.12 Default on Contract

If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workers and Equipment or with sufficient Materials to ensure the completion of said Work within the specified time, or shall perform the Work unsuitably, as determined by the Engineer, or shall neglect or refuse to remove Materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in a manner consistent with the Contract Documents or otherwise approved by the Engineer, the Engineer will give notice, in writing, to the Contractor and the Contractor’s Surety, of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to said notice, the Owner shall, upon written certification from the Engineer of the fact of such delinquency and the Contractor’s failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and, at its option, to call upon the Surety to complete the Work according to the terms of the Contract, or it may take over the Work, including all Materials and Equipment on the ground as may be suitable and acceptable, and may complete the Work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

When the Department calls upon the Surety to complete, the Surety shall enter upon the premises and take possession of all Materials, tools, and appliances for the purpose of completing the Work under the Contract and employ by contract or otherwise any person or persons satisfactory to the Department to finish the Work without termination of the Contract. Such employment shall not relieve the Surety of its obligations under the Contract and the Contract Security. Payments on estimates covering Work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim.

The Contractor shall bear any extra expenses incurred by the Department in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the Owner by reason of such breach refusal, neglect, failure, or discontinuance of Work by the Contractor. After all of the work contemplated by the Contract

has been completed, the Engineer will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Owner to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the Owner and shall pay the difference to the Owner on demand by the Department.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for public convenience according to the provisions of Article 108.14 of these General Specifications.

108.13 Termination of the Contractor's Responsibility

Whenever the improvements called for by the Contract has been completely performed on the part of the Contractor and all parts of the Work have been approved by the Engineer and accepted by the Department according to the Contract, and the final payment made, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of Work including, but not limited to, those described in Articles 107.22, 107.23, 107.29, and 107.30 of these General Specifications.

108.14 Termination for Public Convenience

The Department may, by written order, terminate the Contract or any portion thereof after determining that, for reasons beyond either Department or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of Work included in the Contract have been completed, payment will be made for the actual number of units of items of Work completed at Contract unit prices, or as specified in Article 109.07 of these General Specifications for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the Work and moving Equipment to and from the job will be considered where the volume of the Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials, obtained by the Contractor for the Work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the Work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a Contract, as stated above, will not relieve the Contractor or its Surety of the responsibility of replacing defective Work as required by the Contract.

SECTION 00109 MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities

Completed Work, which is to be measured for payment, will be measured by the Contractor and Engineer according to the United States standard measures. The units of measure shall be English and shall correspond to the units in the Contract.

All measurements for pay lengths will be made linearly unless otherwise specified in the Contract Documents.

Longitudinal measurements for pay areas will be made linearly along the actual surface of the area. For transverse measurements for pay areas, the dimensions used in calculating the pay area shall be the exact horizontal dimensions shown on the Plans or the dimensions ordered in writing by the Engineer. No deduction will be made for an interruption in a pay area having an area of nine square feet or less.

Longitudinal and transverse measurements for pay volumes will be made along the actual surface of the volume. For depth measurements for pay volumes, the dimensions used in calculating the pay volume shall be the exact vertical dimensions shown on the Plans or the dimensions ordered in writing by the Engineer. No deduction will be made for an interruption in a pay volume having a surface area of nine square feet or less.

All measurements for weight shall be from scales meeting the requirements of the Illinois Weights and Measures Act (225 ILCS 470). The Contractor shall provide accurate weights of Materials delivered to the Site for incorporation into the Work, whether temporary or permanent, for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the Contract number, the net weight, the tare weight when applicable, and the identification of the transporting vehicle.

The Department may conduct random, independent vehicle weight checks for material sources.

Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50 percent (0.50%) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made.

Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50 percent (0.50%) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for subsequent deliveries from the source based on the independent weight check. The net weight of all Materials delivered to all contracts from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where: } A \leq 1.0 \text{ and } \left(\frac{B - C}{B} \right) > 0.50\%$$

Where:

A = Adjustment factor

B = Net weight shown on delivery ticket

C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven days, the source shall cease delivery of all Materials for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration

demonstrates that the source scale was not within acceptable tolerances, as specified in the Illinois Weights and Measures Act (225 ILCS 470) and as regulated by the Illinois Department of Agriculture.

At the Contractor's option, the vehicle may be weighed on a second independent scale certified by the Illinois Department of Agriculture to verify the accuracy of the scale used for the independent weight check.

109.02 Determination of Contract Price

Where the Contract Documents specify that all or part of the Work is to be unit price Work, initially the Contract Price will be deemed to include, for all unit price Work, an amount equal to the sum of the value of each Pay Item appearing in the Proposal, such values being determined by multiplying the unit price of each Pay Item by the estimated quantity of each Pay Item, such unit prices and estimated quantities appearing in the Proposal. The quantities of each Pay Item appearing in the Proposal are estimates prepared solely for the purposes of the comparison of bids, the establishment of Pay Item unit prices, and the determination of an initial Contract Price. Payment to the Contractor will be made for the actual quantities of Work performed, the acceptance of such Work and the determination of such quantities to be made by the Engineer in accordance with the Contract Documents, and the scheduled quantities may be increased, decreased, or omitted and the Contract Price adjusted as provided herein.

109.03 Scope of Payment

The Contractor shall receive and accept the compensation provided herein as full payment for performing all Work specified, indicated, or contemplated in the Contract Documents; for furnishing all Materials, labor, tools, and Equipment necessary to complete the Work; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the Department; for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein described; for any infringement of patents, trademarks, or copyrights; and for completing the Work in an acceptable manner according to the Contract Documents.

The payment of any partial payment prior to final acceptance of the Work by the Department shall in no way constitute an acknowledgement of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the Materials used in or about the construction of the Work under Contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the Work or thereafter, if so specified elsewhere in the Contract Documents. The Engineer shall be the sole judge of such defects, imperfections, or damage, and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

109.04 Increased or Decreased Quantities

Whenever the quantity of any Pay Item as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity of Work performed at the unit price named in the proposed for such Pay Item, except as otherwise provided in Article 104.03 of these General Specifications, or in the detailed specifications for each item of Work. The quantity of any Pay Item increased to complete Extra Work will not be paid for unless such Extra Work was performed in accordance with Article 109.05 of these General Specifications. Should any Pay Items contained in the Proposal be found unnecessary for the proper completion of the Work, the Engineer may, upon written order to the Contractor, eliminate such Pay Items from the Contract and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of Pay Items, the Contractor will be reimbursed for actual Work performed and all costs incurred, including mobilization of Materials prior to said notification.

109.05 Payment for Extra Work

Should any Extra Work result from any of the changes described in Article 104.03 of these General Specifications, the Engineer will request from the Contractor a proposal to perform such Extra Work. Such proposal shall list each and every Pay Item required to complete such Extra Work. The proposal shall include a quantity and unit price for each and every Pay

Item listed in the proposal and the proposal shall show the total increase in the Contract Price required to complete the Extra Work. Should the proposed Extra Work require an increase in the Contract Times, the proposal shall indicate the length of such increase.

Upon receipt, the Engineer will promptly review such proposal and indicate, in writing, either: a recommendation to proceed with the Extra Work as proposed and present the proposal to the Owner; or, return the proposal to the Contractor indicating in writing the Engineer's reasons for refusing to recommend performance of the Extra Work as proposed. In the latter case, the Contractor may make the necessary corrections and resubmit the proposal. After consulting with the Owner, an authorization to proceed with any Extra Work will be issued by the Engineer through the issuance of either a Change Order or a Work Change Directive.

Extra Work which results from any of the changes described in Article 104.03 of these General Specifications shall not be started until authorization from the Engineer is received, which authorization shall state the items of Work to be performed and the method of payment for each Work item. Work performed without such order will not be paid for.

Extra Work will be paid for at either established Contract Prices, a lump sum price, agreed unit prices, or on a force account basis.

- (a) Lump Sum Price or Agreed Unit Prices. When Extra Work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the Engineer.
- (b) Force Account Basis. When Extra Work is to be paid for by force account, the basis for the force account shall be as follows.
 - (1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such Work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reasons of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.

An amount equal to 35 percent (35%) of the sum of the above items will also be paid to the Contractor.
 - (2) Bond, Insurance, and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on the force account work, the Contractor shall receive the actual cost, to which ten percent (10%) will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
 - (3) Materials. For Materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such Materials delivered on the Work, including transportation charges paid by the Contractor (exclusive of the machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added.
 - (4) Equipment. Equipment used for Extra Work shall be authorized by the Engineer. The Equipment shall be specifically described, be of suitable size and capacity for the Work to be performed and be in good operating condition. For such Equipment, the Contractor will be paid as follows.
 - a. Contractor Owned Equipment. Contractor owned Equipment will be paid for by the hour using the applicable Federal Highway Administration (FHWA) hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

Where:

EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the Equipment is operating on the Extra Work. For the time required to move the Equipment to and from the Site of the Extra Work and any authorized idle (standby) time, payment will be made at the following hourly rate:

0.5 x (FHWA Hourly Rate - EOC)

All time allowed shall fall within the working hours authorized for the Extra Work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul, maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor.

The Contractor shall submit to the Engineer sufficient information for each piece of Equipment and its attachments to enable the Engineer to determine the proper Equipment category. If a rate is not established in the Blue Book for a particular piece of Equipment, the Engineer will establish a rate for that piece of Equipment that is consistent with its cost and use in the industry.

- b. Rented Equipment. Whenever it is necessary for the Contractor to rent Equipment to perform Extra Work, the rental and transportation costs of the equipment plus five percent (5%) for overhead will be paid. In no case shall the rental rates exceed those of established distributors or Equipment rental agencies.
- (5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (6) Work Performed by an Approved Subcontractor. When Extra Work is performed by an approved Subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent (5%) of the total approved costs of such Work with the minimum payment being \$100.
- (7) Statements. No payment will be made for Work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account Work. Statements shall be accompanied and supported by invoices for all Materials used and transportation charges. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements of the cost of force account Work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and Equipment.
- c. Quantities of Materials, prices, and extensions.
- d. Transportation of Materials.
- e. Cost of property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

All statements of the costs of force account Work shall be furnished to the Engineer not later than sixty (60) days after the completion of such Work. If the statement is not received within the specified time frame, all demands for payment for the Extra Work are waived and the Owner is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the

manner or method of delivery.

109.06 Expenses Incurred by the Department

Upon written request of the Engineer, the Contractor shall pay the bills which are the responsibility of the Department or Owner. The Contractor shall receive as administrative costs an amount equal to five percent (5%) of the first \$10,000 and one percent (1%) of any amount over \$10,000 of the total actual amount paid per bill with the minimum payment being \$100.

109.07 Payment for Items Omitted When Partially Completed

Should the Owner or Department cancel or alter any portion of the Contract which results in the elimination or noncompletion of any portions of the Work that have been partially completed, the Contractor will be allowed a fair and equitable amount covering all items of Work incurred prior to the date of cancellation, alteration, or suspension of such Work.

The Contractor shall be allowed a profit percentage on the Materials used and the construction Work actually performed at the rate specified in Article 109.05 of these General Specifications, but no allowance will be made for any change in anticipated profits. Acceptable Materials ordered by the Contractor or delivered on the Work prior to the date of its cancellation, alteration, or suspension by the Engineer will be purchased from the Contractor by the Owner at the actual cost and shall thereupon become the property of the Owner; or at the option of the Engineer, the unused acceptable material shall remain the property of the Contractor, and the Contractor will be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value.

109.08 Partial Payments

Partial payments will be made as follows.

- (1) **Progress Payments.** On approximately a monthly basis, the Contractor shall submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of such Application and accompanied by such supporting documentation as is required by the Engineer to review such application. The Schedule of Values established in accordance with Article 108.02 of these General Specifications shall serve as the basis for such Applications for Payment and such schedule shall be incorporated into such Applications for Payment in a form acceptable to Engineer.

Engineer will, within ten (10) days after receipt of each Application for Payment, indicate, in writing, either: a recommendation of payment and subsequently present the Application to the Owner for payment; or, return the Application to the Contractor indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Engineer's recommendation of any progress payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations of the Work; the Engineer's measurements of the quantity of Work performed in accordance with the Contract Documents and the value of such Work; and, the Engineer's review of the Application for Payment and the accompanying supporting documentation, that to the best of the Engineer's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is generally in accordance with the Contract Documents, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled.

The Engineer may refuse to recommend the whole or any part of any progress payment if, in the Engineer's opinion, it would be incorrect to make the representations stated above to the Owner. The Engineer may also revise or revoke any such payment recommendation previously made to such extent as may be necessary, in the Engineer's opinion, to protect the Owner from loss because subsequently discovered evidence or the results of subsequent inspections or tests reveal that the Work is defective, the Work has been damaged, requiring correction or replacement, the Contract Price has been reduced by Change Orders, the Owner has been required to correct defective Work or to complete Work, or the Engineer has found the Contractor to be in default of Contract as described in Article 108.12

of these General Specifications.

- (2) Material Allowances. At the discretion of the Department, payment may be made for Materials prior to their use in the Work, when satisfactory evidence is presented to the Engineer by the Contractor in an Application for Payment. Satisfactory evidence includes justification for the allowance (e.g., to expedite the work, meet project schedules, address regional or national material shortages), documentation of material and transportation costs, and evidence that such Material is properly stored on the Site or at a secure location acceptable and accessible to and agreed to in writing by the Department.

If payment on the basis of Materials not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing is so requested, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Owner will be receiving the Materials and Equipment free of all liens and evidence that the Materials are covered by appropriate property insurance or other arrangements to protect the Owner's interest therein, all of which must be satisfactory to the Owner.

Material allowances will be considered only for nonperishable Materials when the cost of such Materials, including transportation, exceeds \$10,000 and such Materials are not expected to be utilized within sixty (60) days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (i.e., material) value of no more than two Contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which materials (i.e., products) are similar, except for type and/or size.

Material allowances shall not exceed the Contract value of the Pay Items in which the Materials will be used and shall not include the cost of installation or related markups. Amounts paid by the Owner for Material allowances will be deducted from payments due the Contractor as the material is used. Proof of payment for Materials and transportation shall be furnished to the Department within sixty (60) days of payment of the allowances or the amounts will be reclaimed by the Owner.

Ten (10) days after the presentation of an application for partial payment to the Owner by the Engineer, along with the Engineer's recommendation for payment, the full amount recommended for payment, less any retainage, will become due and upon becoming due will be paid by Owner to Contractor. The amount of retainage withheld from each partial payment will be as stipulated in the Contract and such retainage may be withheld by the Owner until final acceptance of and final payment for the Work.

The failure to perform any requirement, obligation, or term or condition of the Contract by the Contractor shall be reason for the Owner to withhold any additional part or all of any partial payment until the Owner determines that compliance with the Contract has been achieved. Furthermore, partial payments may be reduced or withheld if claims have been made against the Owner on account of the Contractor's performance of the Work or liens pursuant to Section 23 of the Illinois Mechanics Lien Act (770 ILCS 60) have been filed in connection with the Work. If the Owner refuses to make payment of the full payment amount recommended by the Engineer, the Owner will give the Contractor immediate written notice, with a copy to the Engineer, stating the reasons for such action and will promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The Owner shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the Owner and Contractor, when the Contractor remedies the reasons for such action.

The Contractor warrants and guarantees, at the time of submitting an Application for Payment, that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated into the Work or not, will pass to the Owner no later than the time of payment free and clear of all liens. Beginning with the first Application for Payment, each Application shall include a Contractor's affidavit, waiver of lien(s), certified payrolls, and documentation as required for compliance with Illinois Works Job Programs Acts as prepared in accordance with all applicable laws and regulations, stating that all previous payments received on account of the work have been applied on account to discharge the Contractor's legitimate obligations associated with the Work and that title to all Work, Materials, and Equipment covered

by the payment applied for will pass to the Owner free and clear of all liens at the time of payment.

109.09 Acceptance and Final Payment

Whenever all parts of the Work specified or indicated in the Contract Documents have been completed by the Contractor; a definitive certificate of Substantial Completion has been issued by the Engineer; the Work has undergone a final inspection and has been found, by the Engineer, to be satisfactorily completed; and, all other terms and conditions of the Contract Documents have been satisfied, the Contractor shall submit to the Engineer, for review, a final Application for Payment. The final Application for Payment shall show the total value of the Work completed for which payment has not yet been received and shall be accompanied by such supporting documentation as is required by the Engineer to review such Application.

If, on the basis of the Engineer's observation of the Work during construction and final inspection; the Engineer's measurements of the quantity of Work performed in accordance with the Contract Documents and the value of such Work; and, the Engineer's review of the final Application for Payment and the accompanying supporting documentation; the Engineer is satisfied that the Work has been completed and that the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within ten (10) days after receipt of the final Application for Payment, indicate, in writing, a recommendation of payment and present the final Application for Payment to the Owner for payment. Otherwise, the Engineer will return the final Application for Payment to the Contractor, indicating in writing the Engineer's reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

The Engineer's recommendation of final payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations of the Work, that, to the best of the Engineer's knowledge, information, and belief, the Work has been found to be satisfactorily completed, all applicable terms and conditions of the Contract Documents have been satisfied, and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled. The Engineer may refuse to recommend the whole or any part of a final payment if, in the Engineer's opinion, it would be incorrect to make the representations to the Owner stated above. Additionally, all prior measurements of the quantity of Work performed, upon which partial payments may have been made, are subject to correction in the final payment.

Thirty (30) days after the presentation of the final Application for Payment to the Owner by the Engineer, along with the Engineer's recommendation for payment, the full amount recommended for payment by Engineer, less any sum the Owner is entitled to deduct from the Engineer's recommendation, including, but not limited to, any liquidated damages, will become due and upon becoming due will be paid by the Owner to the Contractor. At such time, any retainage withheld from previous partial payments in accordance with the terms of the Contract and not yet paid to the Contractor will also become due and payable to the Contractor.

Final acceptance of the Work occurs by the signature of the Engineer on his or her written recommendation of final payment and the date of this signature shall constitute the final acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective Work or material and the Department shall not be barred from requiring the removal, replacement, repair, or disposal of any unauthorized or defective Work or material or from recovering damages from any such Work or material following final acceptance.

The Contractor warrants and guarantees, at the time of submitting the final Application for Payment, that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated into the Work or not, will pass to the Owner no later than the time of payment free and clear of all liens. The final Application for Payment shall include a Contractor's affidavit and waiver of lien, prepared in accordance with all applicable laws and regulations, stating that all previous payments received on account of the Work have been applied on account to discharge the Contractor's legitimate obligations associated with the Work and that title to all Work, Materials, and Equipment covered by the final payment will pass to the Owner free and clear of all liens at the time of payment.

The making of final payment by the Owner and acceptance of such final payment by the Contractor will constitute a release

and waiver of any and all rights and privileges under the terms of the Contract, unless otherwise specified in the Contract Documents, and shall relieve the Owner from any and all claims or liabilities for anything done or furnished relative to the Work.

109.10 Contract Claims

If the Contractor claims that additional payment is due under the terms of the Contract or for any other reason arising out of the performance of the Contract and the Owner and Department have not agreed, during the ordinary course of Contract administration, that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the Department is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived and the Owner and Department are released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Department access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Department, is found to have merit, the Owner and Department will make an equitable adjustment either in the amount of costs to be paid according to the basis of payment specified herein or in the time required for the Work or both. If the Department finds the claim to be without merit, no adjustment will be made.

The Contractor may present a claim made by a Subcontractor founded upon the terms of the Contract or the actions and orders of the Engineer without being first required to make payment to the Subcontractor provided: the Contractor makes written certification that the Subcontractor is entitled to additional compensation; that the Subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases, and waivers executed by the Subcontractor do not bar payment to the Subcontractor. The written certification may authorize the Subcontractor to present the Subcontractor claim directly to the Department. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the Subcontractor in favor of the Contractor. The Contractor's interest in the Subcontractor's claim shall not be assigned or otherwise disposed of, except as specified in Article 108.01 of these General Specifications.

(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. All claims shall be submitted to the Engineer. As a minimum, the following information must accompany each claim submitted.

- (1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the claim.
- (2) The name of any Department official or employee involved in or knowledgeable about the claim.
- (3) The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.
- (4) If the claim relates to a decision of the Engineer which the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Engineer.
- (5) The identification of any documents and the substance of any oral communications that support the claim.
- (6) Copies of any identified documents, other than Department documents and documents previously furnished to the Department by the Contractor, that support the claim, including, but not limited to, manuals which are standard to the industry and used by the Contractor.
- (7) If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted, and the specific provisions of Article 108.10 of these General Specifications under which it is sought.
- (8) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct Materials, direct Equipment, direct jobsite overhead, and direct offsite overhead.

(9) A statement, certified by a notary public, containing the following language:

*This statement is submitted by _____, _____ of _____, who
(name) (title) (company)
certifies under penalty of law that the claim for compensation and time, if any, made herein for Work under this
contract is a true statement, fully documented, and supported under the contract between the parties.*

*Dated: _____, _____.
(month and day) (year)*

- (b) **Record Retention.** It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the Department to have access to those records and any other records as may be required by the Department to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11 of these General Specifications.
- (c) **Audit.** All claims filed against the Owner or Department shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the Department or by an auditor under contract with the Owner or Department. The audit may begin at any time during the life of the Contract, or on twenty (20) days' notice to the Contractor or its agents if an audit is to be commenced more than sixty (60) days after the final payment date of the Contract. The Contractor, Subcontractors, or agents shall provide adequate facilities acceptable to the Department, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, Subcontractors, or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder.

The records subject to retention and audit are all books and records including but not limited to the following documents.

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Material invoices and requisitions.
- (5) Material cost distribution worksheet.
- (6) Equipment records (list of company Equipment, rates, etc.).
- (7) Vendor's, rental agency's, Subcontractor's, and agent's invoices.
- (8) Subcontractor's and agent's payment certificates.
- (9) Cancelled checks (payroll and vendors).
- (10) Job cost report.
- (11) Job payroll ledger.
- (12) General ledger.
- (13) Cash disbursements journal.
- (14) Financial statements for all years reflecting the operations on the contract involved.
- (15) Depreciation records on all company equipment.
- (16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating the equipment, all such other source documents.

- (17) All documents including pricing books and bid documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.
- (18) Worksheets used to prepare the claim establishing the cost components for items of the claim including but not limited to labor, benefits and insurance, Materials, Equipment, Subcontractors, and all documents which establish the time periods involved, the hours for the individuals involved, and the rates of such individuals.
- (d) Time of Submission. Notice of the intent to file a claim shall be given to the Department within twenty-one (21) days of the date of the Contractor's final Application for Payment prepared and submitted according to the provisions of Article 109.09 of these General Specifications. All claims submitted according to this Article shall be filed not later than six (6) months after such date. Such six(6)-month period shall run from the date of the Contractor's final Application for Payment. The requirement of a general administrative claims cutoff time provided herein shall not constitute a waiver of any notification time requirements stated elsewhere in the Contract Documents.
- (e) Procedure. All claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim and render a decision on the claim within ninety (90) days after receipt. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted.

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

- (f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the Work will be made according to Article 108.10 of these General Specifications. Any adjustment in the costs to be paid will be made for direct labor, direct Materials, direct Equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, lost opportunity, preparation of claim expenses, and other consequential indirect costs regardless of method of calculation.

The above basis of payment is an essential element of the Contract and the claim cost recovery of the Contractor shall be so limited.

109.11 Contractor Record Retention

All books and records required to be maintained by the Contractor and Subcontractor shall be maintained as provided for elsewhere in the Contract. The Contractor and Subcontractor shall cooperate fully with any audit and provide full access to all relevant materials including any Federally or state conducted audit. Failure by the Contractor or Subcontractor to maintain the books, records, and supporting documents required by this Article or any applicable grant shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under the Contract for which adequate books and records are not available. The Contractor and Subcontractor shall include the requirements of this Article in all subcontracts.

CONSTRUCTION PLANS
FOR THE
2022 OAK SPRING LANE DRAINAGE IMPROVEMENTS

Construction plans for the project designated as the **2022 Oak Spring Lane Drainage Improvements** are included as an attachment to the proposed contract documents. The construction plans apply to and shall govern the project and supplement the specifications listed in the table below, and in case of conflict with any part or parts of said specifications, the Construction Plans shall take precedence and govern.

Specification	Issuing Agency	Adopted/Dated
General Specifications for the 2022 Oak Spring Lane Drainage Improvements	Lake County Stormwater Management Commission	July 7, 2022
Construction Plans for the 2022 Oak Spring Lane Drainage Improvements	Gewalt Hamilton Associates, Inc.	June 30, 2022

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TECHNICAL SPECIFICATIONS
FOR THE
2022 OAK SPRING LANE DRAINAGE IMPROVEMENTS
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
July 7, 2022

The following Technical Specifications supplement the specifications listed in the table below and the current edition of the “Standard Specifications for Road and Bridge Construction” issued by the Illinois Department of Transportation (IDOT), which apply to and shall govern the project designated as **2022 Oak Spring Lane Drainage Improvements**, and in case of conflict with any part or parts of said specifications or such Standard Specifications, the following Technical Specifications shall take precedence and govern.

Specification	Issuing Agency	Adopted/Dated
General Specifications for the 2022 Oak Spring Lane Drainage Improvements	Lake County Stormwater Management Commission	July 7, 2022
Construction Plans for the 2022 Oak Spring Lane Drainage Improvements	Gewalt Hamilton Associates, Inc.	June 30, 2022

Project Submittals

The Contractor is required to submit all items as outlined in the General Conditions and further outlined in the special provisions.

Scope of Work

The provisions of Article 104.02 of the Standard Specifications of Road and Bridge Construction are hereby amended as follows: “The Lake County Storm Water Management Commission (SMC) expressly reserves the right to remove from or add to the project any portions thereof included in the project. Such reductions, if any, shall be made in writing by the SMC prior to execution of the Contract Documents. Any reduction in the scope of work required by the SMC prior to the execution of the Contract Documents shall not result in an adjustment to the contract or to the price originally bid.”

The purpose of this project is to alleviate flooding on Oak Spring Lane through the construction of a relief storm sewer to the Des Plaines River. This work consists of furnishing all materials, parts, labor, tools, equipment, incidentals, and supervision necessary to complete the required site demolition, site erosion control, site grading, storm sewer installation, roadway work, site restoration, and other items associated with the work identified in the bidding documents. The contract will also consist of traffic control during construction and all incidental and collateral work necessary to complete the project as described herein.

Location of Project

The project is located on Oak Spring Lane in Unincorporated Libertyville Township, Lake County, IL. A location map is included on the title sheet of the plans.

Contractor Requirements

- a. The Contractor shall be aware and coordinate for permits that are required for this project with the Libertyville Township Road District, The Lake County Storm Water Management Commission, The Illinois Environmental

Protection Agency, and the United States Army Corp of Engineers. All bonds, letter of credit requirements, and insurance provisions required by these agencies shall be included in the cost of the contract.

Clean Construction and Demolition Debris (CCDD) Material Disposal

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction. Materials from the site have been sampled and tested. The Township has retained Professional Engineering services necessary to evaluate soils and complete the Illinois EPA LPC-663 certification based on the results of the evaluation. Any further testing required to legally dispose of soils offsite shall be at the expense of the Contractor.

The Contractor will be required to make all arrangements for coordination and submission of the testing reports and certification documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Owner and Engineer for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute a breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

Libertyville Township Road District Notification

The Contractor is to notify the Engineer (847-478-9700) a minimum of forty-eight (48) hours in advance of beginning work.

The Contractor is to notify Libertyville Township Road District (847-362-3350) a minimum of forty-eight (48) hours in advance of beginning work.

Maintenance of Roadways

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that the Contractor begins work on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways, parkways, and trenches within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, and shall also include snow removal operations through substantial completion. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

At substantial completion, the road rehabilitation shall be complete, with all traffic control measures removed, in order for the Township to re-assume responsibility of normal maintenance of the road.

If items of work have not been provided for in the Contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications for Road and Bridge Construction.

Period of Establishment

This work shall include all labor, Material, and Equipment necessary to furnish and install pulverized topsoil, seed, and fertilizer nutrients, in accordance with Sections 211, 250, 251, and 252 of the Standard Specifications for Road and Bridge Construction and as specified herein.

Pulverized topsoil shall be placed to a depth of four (4) inches and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent roadway, and be free from clods, stones, sticks, and debris.

The Contractor shall furnish and place the IDOT class of seed specified, and be produced and tested in the current year, be of good quality, and free of weeds. Fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications. Within twenty-four (24) hours of seed placement, mulch shall be placed by method 3A in accordance with Article 251.03(d) of the Standard Specifications for Road and Bridge Construction.

It is recommended that the Contractor water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the Contractor to make required adjustments to the watering rate or schedule.

To be acceptable for final payment, the landscaped areas shall undergo a thirty (30)-day period of establishment beginning on the last day that seed is sowed. During this period, the Contractor shall be responsible for, at no additional cost to the Township, watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the thirty (30)-day period of establishment, the Engineer will inspect the landscaped area and if deemed unsatisfactory, the Contractor shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the Contractor, not the Engineer, for maintaining and monitoring the landscape restoration during the period of establishment. If the placed landscape restoration has not been approved by the Township or Engineer sixty (60) calendar days following installation, the Contractor will incur a monetary penalty of \$250 per calendar day.

Upon project completion and expiration of the second period of establishment noted above, any additional failure by the Contractor to achieve a healthy growth of vegetation as defined will be considered failure to complete the project on time and liquidated damages will be applied accordingly.

Planting times shall be April 1 to June 15.

The Contractor shall provide the Engineer with proper documentation on the landscaping materials supplied to the project such as topsoil source, topsoil certification, fertilizer bags, seed tags, and seed bags.

The Township may postpone permanent seeding operations if deemed necessary. In such an event, the completion date may be extended accordingly.

Saw Cutting

The Contractor shall be required to perform a perpendicularly straight joint by full-depth machine sawing of all proposed items to be removed prior to removal operations to prevent damage or spalling to existing hardscape to remain. Simple or partial depth scoring shall not be permitted. Saw cut locations may or may not be shown on the plans, however, shall be required in the field. All sawcut slurry, regardless of the amount, shall be promptly removed to prevent tracking. Any slurry tracked or left on surfaces to remain shall be thoroughly cleaned or replaced, at the direction of the Engineer, by the Contractor at no additional cost to the Township.

All sawcut slurry, regardless of the amount, shall be promptly removed to prevent tracking. Any slurry tracked or left on

surfaces to remain shall be thoroughly cleaned or replaced, at the direction of the Township or Engineer, by the Contractor at no additional cost to the Township. The Contractor shall replace, at no additional cost to the Township, any hardscape, outside of the limit of improvements, damaged by the Contractor's operations due to neglect, misconduct, or poor workmanship.

This work shall consist of saw cutting existing pavement to a full depth, at the locations shown on the plans and/or as directed by the Engineer. The equipment used for saw cutting shall meet the requirements of Article 442.03 items (d) and (e) of the Standard Specifications for Road and Bridge Construction. The saw cut shall yield a workable, neat, straight and perpendicular surface as an edge for new pavement placement, proposed curb and gutter or other such work. It shall be the Contractor's responsibility to determine the depth and composition of the existing pavement. The cost of such work is incidental to the Contract.

Existing Hardscape

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents with limits specified in the Maintenance Letter of Credit general condition. The Engineer shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.

Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the SMC, Libertyville Township, the Libertyville Township Road District, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the SMC against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Township, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Township or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

For this project, the Libertyville Township Road District also hired a Consultant, Gewalt Hamilton Associates. The Contractor shall indemnify the Consultant in the same manner as the Township, as stated above.

For this project, there is proposed work outside public right-of-way, within the properties located at 980 Oak Spring Lane, 1000 Oak Spring Lane, 1151 Oak Spring Lane, and 1161 Oak Spring Lane. The Contractor shall indemnify the property owners in the same manner as the Township, as stated above.

Public Notification

SMC and the Libertyville Township Road District shall be responsible for notifying all property owners/occupants within the project limits to inform them of the project and provide them with any information deemed necessary for the successful performance of the Contract. The Contractor shall inform the Engineer of the project schedule in a timely fashion so the public can be notified prior to construction commencing.

Red Line As-Builts

This work shall consist of supplying red line as-builts of the installed improvements including but not limited to applicable street geometry and grading information, utility installation information including rim, inverts, sump depth elevations, and grading information of parkways and other areas within the work limits.

The as-builts shall have red marks and installed elevations wherever on the engineering drawings a proposed grade, structure, invert or any other proposed item is shown. All elevations shall be recorded on the NAVD 88 datum, consistent with the plans. The as-builts shall be submitted to the Engineer in red marked PDF file on the issued for construction drawings.

As-builts with insufficient recorded information will be rejected. As-builts must be turned in with the Contractors notice of completion. Failure to submit as-builts with the notice of completion will begin to trigger liquidated damages after the project completion date or when working days have been exhausted. This work shall not be paid for separately but shall be considered included in the cost of the Contract.

TECHNICAL SPECIFICATIONS

GRADING AND SHAPING DITCHES (SPECIAL)

This work shall include all labor, material, and equipment necessary to grade and shape ditches as shown on the plans in accordance with section 214 of Standard Specifications of Road and Bridge Construction and as specified herein.

All surplus, unsuitable, and unstable materials shall be disposed of according to Article 202.03. All costs associated with material disposal shall be included in the cost for GRADING AND SHAPING DITCHES (SPECIAL).

The work will be measured in place and paid for at the contract unit price per foot (FT) for **GRADING AND SHAPING DITCHES (SPECIAL)** and shall include all labor material and equipment necessary to perform the work as specified herein.

SANITARY MANHOLE FRAME & LID TO BE ADJUSTED (SPECIAL)

This pay item shall include all labor, equipment, and materials necessary to adjust the rim elevation of sanitary manholes within the pavement as necessary to be flush with the final HMA surface, or the adjustment of such structures outside of the pavement to final plan grade. This work shall be done in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction. This work shall include the installation of an external chimney seal, CRETEX or approved equal.

This work will be paid for at the contract unit price per each for **SANITARY MANHOLE FRAME & LID TO BE ADJUSTED (SPECIAL)**, which price shall include all labor, materials, and equipment necessary to complete the work.

SANITARY SEWER SERVICE ADJUSTMENT (SPECIAL)

This pay item shall include all labor, materials, and equipment necessary to complete the work of adjusting and/or reconnecting existing sanitary service lines that are in conflict with proposed storm sewer in accordance with Section 601.03 of the Standard Specifications of Road and Bridge Construction.

The service reconnection size and type shall match existing unless otherwise directed or approved by the Engineer or Lake County Public Works. Only SDR 21 PVC 200-psi pipe with ASTM D2241 fittings and ASTM D3139 joints shall be used for service laterals. There shall be no separate measurement or payment for pipes, fittings, joints, bedding material, trenching or trench backfill. Any additional materials required for reconnection of the sanitary service lateral shall be considered included in the unit price of this item.

This work will be paid for at the contract unit price per each for **SANITARY SEWER SERVICE ADJUSTMENT (SPECIAL)**, which price shall include all labor, materials, and equipment necessary to complete the work.

TRAFFIC CONTROL & PROTECTION (SPECIAL)

Traffic control shall be in accordance with the applicable sections of the Standard Specifications of Road and Bridge Construction for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards herein and in the plans, if applicable, and the Standard Specifications of Road and Bridge Construction for Traffic Control Items. Special attention is called to Article 107.09 of the Standard Specifications of Road and Bridge Construction and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of the contract, and no additional compensation will be allowed.

This work shall consist of the furnishing, installation, maintenance, relocation, and removal of all work zone traffic control devices as required to complete the work in accordance with Sections 701 and 702 of the Standard Specifications for Road and Bridge Construction, and as specified herein.

The Contractor shall provide the Engineer, at the preconstruction meeting, a proposed plan for traffic control and protection throughout the duration of the project. Flaggers shall be provided whenever construction operations limit access to one lane. Temporary aggregate may be needed (as determined by the Engineer) to maintain sufficient roadway width during construction operations to maintain one lane of traffic. If needed, placement, maintenance, and removal of the temporary aggregate shall be included in the cost of this pay item. The traffic control plan shall include "Road Construction Ahead" signs at the beginning, end and all adjacent roadways to the project, as well as any other required project signing information.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications for Road and Bridge Construction. This shall not relieve the Contractor of the requirement to have a responsible individual in his direct employ supervise the work.

This work will not be paid for separately but shall be included in the unit bid price for Traffic Control and Protection (Special). Price shall include all equipment, labor, materials, transportation, handling and incidentals necessary to propose, furnish, install, maintain, replace, relocate and remove all traffic control devices dictated by the work.

Highway Standards

701501-06
701901-08

Details

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

Required Submittals

Traffic Control Plan
Project Sequencing Plan

Special Provisions

Traffic Control and Protection (SPECIAL)

Any additional traffic control devices required for road closures per the Contractor's request shall not be paid for separately but shall be included in the cost of the contract.

This work will be measured in place and paid for at the contract unit price per lump sum (LS) for **TRAFFIC CONTROL AND PROTECTION (SPECIAL)** and shall include all labor material and equipment necessary to perform the work as specified herein.

CLEARING AND GRUBBING

This work shall include all labor, material, and equipment necessary to complete site clearing and grubbing operations, including removal of all brush, wood beams, and other site specific items as outlined on the plans in accordance with Sections 201 of the Standard Specifications of Road and Bridge Construction and as specified herein.

Work under this item shall consist of clearing and grubbing all brush, landscaping and trees smaller than 6" from the site as well as dead trees that have fallen within the project area. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas, including drill pit areas.

This work shall be paid for at the contract unit price per lump sum (LS) for **CLEARING AND GRUBBING** and shall include all labor material and equipment necessary to perform the work as specified herein

REMOVE AND RESET MAILBOX

This work shall include all labor, material, and equipment required to remove and re-install existing mailboxes that interfere with project construction, as outlined on the plans and as directed by the Engineer.

The Contractor shall remove and properly store the mailboxes so that they are not damaged, as approved by the Engineer. The Mailboxes shall be installed in kind, at the new locations as shown on the plans, or as directed by the Engineer.

The relocated mailbox shall be installed on a new 4" x 4" square or 4½" diameter round treated wood post. The new post shall be embedded no more than 24" into the ground. The resulting hole shall be backfilled with a suitable excavated material, approved by the Engineer.

The existing post shall be removed and disposed of according to the requirements of Article 202.03 of the Standard Specifications for Road and Bridge Construction. The hole for the existing post shall be backfilled and the area restored.

This work shall be measured in place and paid for at the contract unit price per each (EA) for **REMOVE AND RESET MAILBOX** and shall include all labor material and equipment necessary to perform the work as specified herein.

CONSTRUCTION LAYOUT

This work shall consist of furnishing and placing construction layout stakes for the construction of the utility improvements, roadway improvements, parkway improvements, and any other layout required to complete the construction.

The Contractor shall locate all reference points as shown on the plans and listed herein. Any additional control points required will be identified in the field by the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal and vertical controls necessary to secure a correct layout for the work.

The Contractor shall provide a layout plan to the Engineer for review and comment.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or

any part of it shall not relieve the Contractor of their responsibility to secure the proper dimensions, grades, and elevations of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed or otherwise obliterated.

Where the Contractor, in setting construction stakes, discovers discrepancies, the Contractor shall work with the Engineer to determine their nature and make whatever revisions are necessary to the plans. Any additional restaking required will be the responsibility of the Contractor. No additional payments will be made for any additional restaking done by the Contractor.

The Contractor shall work with the engineer to verify the accuracy of the initial reference points shown in the plans.

It is ultimately the responsibility of the Contractor to determine the correctness of the Contractor's stakes. Any apparent errors will be immediately called to the Contractor's attention and the Contractor will be required to make the necessary correction before the stakes are used for construction purposes. The Contractor shall provide the Engineer a copy of any field notes and layout diagrams produced during the course of the project.

The Contractor shall establish from the given survey points and contract plan information, all the control points or reference points necessary for the layout of the project. The Contractor shall furnish and place the layout stakes. The Contractor shall notify the Engineer when the stakes are complete and available for review and approval by the Engineer at least three (3) working days in advance of the actual construction.

Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly, and in accepted form.

This work will be measured in place and paid for at the contract unit price per lump sum (LS) for **CONSTRUCTION LAYOUT** and shall include all labor material and equipment necessary to perform the work as specified herein.

CONCRETE TRENCH WALL (SPECIAL)

This work shall include all labor, material, and equipment necessary to form and pour a 6" thick reinforced concrete wall along the edge of the storm sewer trench where noted in the plans in accordance with the plan detail and as specified herein.

The wall shall be a minimum of six inches (6") thick, extending from the wall of the trench towards the proposed pipe. The wall shall start at the invert of the pipe and extend to within 6" of the ground surface and be reinforced with 6"x6" welded wire fabric. Any forming required and reinforcement (temporary or permanent) are included in the pay item.

The work will be measured in place and paid for at the contract unit price per cubic yard (CY) for **CONCRETE TRENCH WALL (SPECIAL)** and shall include all labor, materials, and equipment necessary to perform the work as specified herein.

BOARD ON BOARD FENCE REMOVAL AND REPLACEMENT

This pay item shall include all labor, equipment, and materials necessary to furnish and install a 6' board on board fence at the locations indicated on the plans. Shop drawings will be required for approval. Fence posts, rails, and pickets shall be consistent in style and appearance with the existing fence at 1000 Oak Spring Lane.

All fence posts shall be Standard Grade Split Western Red Cedar with a minimum girth of 18 inches, at a minimum length of 102 inches. Posts shall be mortised for rail insertion and provided as end, line, and corner posts as per the specific corresponding post location.

Post holes shall be dug to a minimum diameter of 12 inches. Post hole depth shall be set to accommodate the finished dimensions as shown in the Plans, approximately 30 inches. The bottom of the post hole shall be undisturbed or compacted

to minimize settlement. Posts shall be backfilled with the soils previously excavated or granular material in six-inch layers with each layer thoroughly compacted by tamping. All excess material shall be removed from the site. The Contractor shall guarantee the fence installation, including any movement of the posts from a plumb position and subsidence of the backfill, for a period of twelve (12) months from the date of acceptance.

This work will be paid for at the contract unit price per foot (FT) for **BOARD ON BOARD FENCE REMOVAL AND REPLACEMENT (SPECIAL)**, which price shall include all of the above.

STORMWATER MANAGEMENT COMMISSION

Contract Special Provisions

GRADING AND SHAPING DITCHES (SPECIAL)

This work shall include all labor, material, and equipment necessary to grade and shape ditches as shown on the plans in accordance with section 214 of Standard Specifications of Road and Bridge Construction and as specified herein.

All surplus, unsuitable, and unstable materials shall be disposed of according to Article 202.03. All costs associated with material disposal shall be included in the cost for GRADING AND SHAPING DITCHES (SPECIAL).

The work will be measured in place and paid for at the contract unit price per foot (FT) for **GRADING AND SHAPING DITCHES (SPECIAL)** and shall include all labor material and equipment necessary to perform the work as specified herein.

SANITARY MANHOLE FRAME & LID TO BE ADJUSTED (SPECIAL)

This pay item shall include all labor, equipment, and materials necessary to adjust the rim elevation of sanitary manholes within the pavement as necessary to be flush with the final HMA surface, or the adjustment of such structures outside of the pavement to final plan grade. This work shall be done in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction. This work shall include the installation of an external chimney seal, CRETEX or approved equal.

This work will be paid for at the contract unit price per each for **SANITARY MANHOLE FRAME & LID TO BE ADJUSTED (SPECIAL)**, which price shall include all labor, materials, and equipment necessary to complete the work.

SANITARY SEWER SERVICE ADJUSTMENT (SPECIAL)

This pay item shall include all labor, materials, and equipment necessary to complete the work of adjusting and/or reconnecting existing sanitary service lines that are in conflict with proposed storm sewer in accordance with Section 601.03 of the Standard Specifications of Road and Bridge Construction

The service reconnection size and type shall match existing unless otherwise directed or approved by the Engineer or Lake County Public Works. Only SDR 21 PVC 200-psi pipe with ASTM D2241 fittings and ASTM D3139 joints shall be used for service laterals. There shall be no separate measurement or payment for pipes, fittings, joints, bedding material, trenching or trench backfill. Any additional materials required for reconnection of the sanitary service lateral shall be considered included in the unit price of this item.

This work will be paid for at the contract unit price per each for **SANITARY SEWER SERVICE ADJUSTMENT (SPECIAL)**, which price shall include all labor, materials, and equipment necessary to complete the work.

TRAFFIC CONTROL & PROTECTION (SPECIAL)

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge

Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards herein and in the plans, if applicable, and the Standard Specifications of Road and Bridge Construction for Traffic Control Items. Special attention is called to Article 107.09 of the Standard Specifications of Road and Bridge Construction and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of the contract, and no additional compensation will be allowed.

This work shall consist of the furnishing, installation, maintenance, relocation, and removal of all work zone traffic control devices as required to complete the work in accordance with Sections 701 and 702 of the Standard Specifications for Road and Bridge Construction, and as specified herein.

The Contractor shall provide the Engineer, at the preconstruction meeting, a proposed plan for traffic control and protection throughout the duration of the project. Flaggers shall be provided whenever construction operations limit access to one lane. Temporary aggregate may be needed (as determined by the Engineer) to maintain sufficient roadway width during construction operations to maintain one lane of traffic. If needed, placement, maintenance, and removal of the temporary aggregate shall be included in the cost of this pay item. The traffic control plan shall include "Road Construction Ahead" signs at the beginning, end and all adjacent roadways to the project, as well as any other required project signing information.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications for Road and Bridge Construction. This shall not relieve the Contractor of the requirement to have a responsible individual in his direct employ supervise the work.

This work will not be paid for separately but shall be included in the unit bid price for Traffic Control and Protection (Special). Price shall include all equipment, labor, materials, transportation, handling and incidentals necessary to propose, furnish, install, maintain, replace, relocate and remove all traffic control devices dictated by the work.

Highway Standards

701501-06

701901-08

Details

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

Required Submittals

Traffic Control Plan

Project Sequencing Plan

Special Provisions

Traffic Control and Protection (SPECIAL)

Any additional traffic control devices required for road closures per the Contractor's request shall not be paid for separately but shall be included in the cost of the contract.

This work will be measured in place and paid for at the contract unit price per lump sum (LS) for **TRAFFIC CONTROL AND PROTECTION (SPECIAL)** and shall include all labor material and equipment necessary to perform the work as specified herein.

CLEARING AND GRUBBING

This work shall include all labor, material, and equipment necessary to complete site clearing and grubbing operations, including removal of all brush, as outlined on the plans in accordance with Sections 201 of the Standard Specifications of Road and Bridge Construction and as specified herein.

Work under this item shall consist of clearing and grubbing all brush, landscaping and trees smaller than 6" from the site as well as dead trees that have fallen within the project area. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas, including drill pit areas.

This work shall be paid for at the contract unit price per lump sum (LS) for **CLEARING AND GRUBBING** and shall include all labor material and equipment necessary to perform the work as specified herein

REMOVE AND RESET MAILBOX

This work shall include all labor, material, and equipment required to remove and re-install existing mailboxes that interfere with project construction, as outlined on the plans and as directed by the Engineer.

The Contractor shall remove and properly store the mailboxes so that they are not damaged, as approved by the Engineer. The Mailboxes shall be installed in kind, at the new locations as shown on the plans, or as directed by the Engineer.

The relocated mailbox shall be installed on a new 4" x 4" square or 4½" diameter round treated wood post. The new post shall be embedded no more than 24" into the ground. The resulting hole shall be backfilled with a suitable excavated material, approved by the Engineer.

The existing post shall be removed and disposed of according to the requirements of Article 202.03 of the Standard Specifications for Road and Bridge Construction. The hole for the existing post shall be backfilled and the area restored.

This work shall be measured in place and paid for at the contract unit price per each (EA) for **REMOVE AND RESET MAILBOX** and shall include all labor material and equipment necessary to perform the work as specified herein.

CONSTRUCTION LAYOUT

This work shall consist of furnishing and placing construction layout stakes for the construction of the utility improvements, roadway improvements, parkway improvements, and any other layout required to complete the construction.

The Contractor shall locate all reference points as shown on the plans and listed herein. Any additional control points required will be identified in the field by the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal and vertical controls necessary to secure a correct layout for the work.

The Contractor shall provide a layout plan to the Engineer for review and comment.

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

Where the Contractor, in setting construction stakes, discovers discrepancies, the Contractor shall work with the Engineer to determine their nature and make whatever revisions are necessary to the plans. Any additional restaking required will be the responsibility of the Contractor. No additional payments will be made for any additional restaking done by the Contractor.

The Contractor shall work with the engineer to verify the accuracy of the initial reference points shown in the plans.

It is ultimately the responsibility of the Contractor to determine the correctness of the Contractor's stakes. Any apparent errors will be immediately called to the Contractor's attention and the Contractor will be required to make the necessary correction before the stakes are used for construction purposes. The Contractor shall provide the Engineer a copy of any field notes and layout diagrams produced during the course of the project.

The Contractor shall establish from the given survey points and contract plan information, all the control points or reference points necessary for the layout of the project. The Contractor shall furnish and place the layout stakes. The Contractor shall notify the Engineer when the stakes are complete and available for review and approval by the Engineer at least three (3) working days in advance of the actual construction.

Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly, and in accepted form.

This work will be measured in place and paid for at the contract unit price per lump sum (LS) for **CONSTRUCTION LAYOUT** and shall include all labor material and equipment necessary to perform the work as specified herein.

CONCRETE TRENCH WALL (SPECIAL)

This work shall include all labor, material, and equipment necessary to form and pour a 6" thick reinforced concrete wall along the edge of the storm sewer trench where noted in the plans in accordance with the plan detail and as specified herein.

The wall shall be a minimum of six inches (6") thick, extending from the wall of the trench towards the proposed pipe. The wall shall start at the invert of the pipe and extend to within 6" of the ground surface and be reinforced with 6"x6" welded wire fabric. Any forming required and reinforcement are included in the pay item.

The work will be measured in place and paid for at the contract unit price per cubic yard (CY) for **CONCRETE TRENCH WALL (SPECIAL)** and shall include all labor, materials, and equipment necessary to perform the work as specified herein.

BOARD ON BOARD FENCE REMOVAL AND REPLACEMENT

This pay item shall include all labor, equipment, and materials necessary to furnish and install a 6' board on board fence at the locations indicated on the plans. Shop drawings will be required for approval. Fence posts, rails, and pickets shall be consistent in style and appearance with the existing fence at 1000 Oak Spring Lane.

All fence posts shall be Standard Grade Split Western Red Cedar with a minimum girth of 18 inches, at a minimum length of 102 inches. Posts shall be mortised for rail insertion and provided as end, line, and corner posts as per the specific corresponding post location.

Post holes shall be dug to a minimum diameter of 12 inches. Post hole depth shall be set to accommodate the finished dimensions as shown in the Plans, approximately 30 inches. The bottom of the post hole shall be undisturbed or compacted to minimize settlement. Posts shall be backfilled with the soils previously excavated or granular material in six-inch layers with each layer thoroughly compacted by tamping. All excess material shall be removed from the site. The Contractor shall guarantee the fence installation, including any movement of the posts from a plumb position and subsidence of the backfill, for a period of twelve (12) months from the date of acceptance.

This work will be paid for at the contract unit price per foot (FT) for **BOARD ON BOARD FENCE REMOVAL AND REPLACEMENT (SPECIAL)**, which price shall include all of the above.

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Special Provisions
FOR THE
2022 OAK SPRING LANE DRAINAGE IMPROVEMENTS

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
July 7, 2022

The following Special Provisions supplement the specifications listed in the table below, which apply to and shall govern the project designated as the **2022 Oak Spring Lane Drainage Improvements** and, in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

Specification	Issuing Agency	Adopted/Dated
General Specifications for the 2022 Oak Spring Lane Drainage Improvements	Lake County Stormwater Management Commission	July 7, 2022
Construction Plans for the 2022 Oak Spring Lane Drainage Improvements	Gewalt Hamilton Associates, Inc.	June 30, 2022
Technical Specifications for the 2022 Oak Spring Lane Drainage Improvements	Gewalt Hamilton Associates, Inc.	July 7, 2022

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**DIVISION SP00100
GENERAL REQUIREMENTS AND COVENANTS**

**SECTION SP00104
SCOPE OF WORK**

SP104.01 Warranty and Guarantee

The Contractor warrants and guarantees that all work will be in accordance with the contract documents and will not be defective. This warranty shall apply to the work for a period of twelve (12) months following the date of acceptance of the final application for payment by the Engineer (i.e., final acceptance date). Any part or detail of the work that becomes or is determined to be defective in any manner during such two-year warranty period, except for defects resulting from normal wear and tear and force majeure events, and defects determined by the Engineer to have resulted from causes other than the Contractor's failure to perform the work in accordance with the contract documents, shall be removed and replaced by the Contractor at no additional cost to the Owner. Such defective work shall be removed and replaced within thirty (30) days of receiving written notice from the Engineer of the need for removal and replacement of such defective work.

In accordance with Article SP107.08 of these Special Provisions, the Contractor will be required to furnish a maintenance bond upon final acceptance of the work, in the penal sum of ten percent (10%) of the full amount of the contract price, which shall stand as a guarantee that the Contractor will correct defective work during the twelve-month warranty period in accordance with this Article. The maintenance security of the Contractor will be retained until the end of the warranty period. If the Contractor fails to remove and replace defective work in accordance with this Article, Owner may consider the Contractor to be in default, and the maintenance security of the Contractor may be forfeited.

SP104.08 Project Erosion Control

The Contractor shall be responsible for maintaining adequate erosion protection during construction as well as providing adequate protection to adjoining streets from mud and polluted runoff as well as keeping existing pavement clean of mud and debris. All erosion control measures to be approved by the Engineer.

SP104.09 Pre-Construction Meeting

Prior to commencing any construction operations, a pre-construction meeting shall be conducted. The Engineer will set the time, place and date of the meeting after execution of the contract by both parties.

The following shall be submitted for review at the pre-construction meeting:

1. A preliminary progress schedule.
2. The 24-hour emergency phone number, field phone number, pager number, and cellular phone number of the Contractor's superintendent.
3. The name and 24-hour emergency telephone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control and Protection for the Contract.
4. A proposed plan for traffic control and protection throughout the duration of the project. The proposal shall include information on signing, sequencing, and scheduling, as further outlined in this specification.
5. A list of subcontractors with contact names, addresses, and phone numbers. Also, include quantity and type of work to be sublet.
6. A list of material suppliers with contacts and phone numbers.

SECTION SP00105 CONTROL OF WORK

SP105.01 Coordination with Utilities

In accordance with Article 105.05 of these Special Provisions, the Contractor shall notify all utility owners of the proposed progress schedule and shall coordinate with all utility owners regarding the performance of the work and the precautions necessary to prevent disturbance or damage to the utility facilities. Such utility owner include, but may not be limited to, those listed below.

- (1) Libertyville Township
Marty Neal, Highway Commissioner
Office: (847) 362-3350

SP105.02 Coordination with Property Owner

In accordance with Article 105.07 of these Special Provisions, the Contractor shall cooperate with the Engineer during the performance of the Work. To assist the Engineer in coordinating with the owners (i.e., Libertyville Township, Lake County), who have or will have responsibility for those portions of the properties on which the project will be located, regarding the project, the Contractor shall provide the following individuals with regular updates, schedule changes, days with no site activity (24 hours in advance) on the status of the work during the performance of the work.

- (1) Lake County SMC
Susan Novak, Project Manager
E-mail: snovak@lakecountyil.gov

SP105.03 Construction Layout and Survey

The Contractor shall coordinate with the Engineer to review each part or detail of the work prior to the start of such work and shall be responsible for laying out each part or detail of the work as and when necessary to ensure that such work will be installed in accordance with the lines, grades, and elevations shown in the construction plans. The Contractor shall also be responsible for surveying the work as it is performed to verify consistency with the lines, grades, and elevations shown in the construction plans. Survey control points will be set and marked by the Contractor and reviewed with the Engineer prior to the start of the work.

All construction layout and survey work shall be completed to the satisfaction of the Engineer and the decision of the Engineer shall be final on all questions which may arise regarding thereto. The Contractor shall provide competent, suitably qualified personnel and the equipment necessary to conduct the construction layout and survey work and shall assume full responsibility for all dimensions and measurements taken or derived by the Contractor from control points set by the Engineer.

SP105.04 As-Built Plan

Upon substantial completion of the project, the Contractor shall conduct an as-built survey of the work to illustrate and delineate each part or detail of the Work as constructed. The as-built plan shall clearly show all as-built conditions, including, but not limited to: the location, size and elevation of all installed storm sewer and structures; topographic contours and/or spot elevations for rock-lined ditch; and, benchmark and control point information. All as-built survey work shall be completed to the satisfaction of the Engineer and the decision of the Engineer shall be final on all questions which may arise regarding thereto. The Contractor shall provide competent, suitably qualified personnel and the necessary equipment to

conduct the as-built survey work and shall assume full responsibility for all dimensions and measurements taken or derived by the Contractor for the as-built survey.

The as-builts shall have red marks and installed elevations wherever on the engineering drawings a proposed grade, structure, invert or any other proposed item is shown. All elevations shall be recorded on the NAVD 88 datum, consistent with the plans. The as-builts shall be submitted to the Engineer in red marked PDF file on the issued for construction drawings.

As-builts with insufficient recorded information will be rejected. As-builts must be turned in with the Contractor's notice of completion. Failure to submit as-builts with the notice of completion will begin to trigger liquidated damages after the project completion date or when working days have been exhausted. This work shall not be paid for separately but shall be considered included in the cost of the Contract.

The cost incurred by the Contractor in complying with the requirements of this Article shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

SP105.05 Tolerances for Accuracy of Lines, Grades, and Elevations

Each part or detail of the work shall be constructed according to the lines, grades, and elevations shown in the construction plans, provided the following tolerances for accuracy for particular parts or details of the work.

- (1) Proposed Line and Grade Elevations. Ground (i.e., spot) elevations along proposed lines and grades shall be constructed to within +/- 0.1 feet of the ground (i.e., spot) elevations indicated on the construction plans, unless otherwise directed, in writing, by the Engineer.

In accordance with Article 105.13 of the General Specifications of this Contract, all lines, grades, and elevations associated with each part or detail of the work shall be subject at all times to verification by the Engineer. Such verification may include review of the construction layout and survey work completed by the Contractor in accordance with Article 105.11 of the General Specifications. The Engineer shall be furnished with such information and assistance by the Contractor as is required to make such verification of the lines, grades, and elevations associated with each part or detail of the work.

SECTION SP00106 CONTROL OF MATERIALS

SP106.01 Samples

In accordance with Article 106.04 of the General Specifications, all materials, including native plant materials, shall be inspected and approved by the Engineer before incorporation into the work. At his or her discretion, the Contractor may furnish samples of materials and lists of the native plant materials, including native plant seed, to be incorporated into the work at least three days before such materials are ordered to permit the Engineer to inspect and approve such materials before they are ordered. At a minimum, the Contractor shall furnish samples of all materials and lists of the native plant materials, including native plant seed, to be incorporated into the work at least three days before such materials are incorporated into the work. In accordance with Article 106.03 of the General Specifications, all materials, including native plant materials, not conforming to the requirements of the Contract will be rejected and shall be removed from the site and replaced with acceptable materials at no additional cost to the Owner. All samples shall be furnished without charge to the Owner.

In accordance with Article 106.04 of the General Specifications, any work in which uninspected and unaccepted materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk and may be

considered as unacceptable or unauthorized and may not be paid for.

SECTION SP00107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

SP107.01 Employment Practices

In addition to all other labor requirements set forth in these Contract Documents, the Contractor, including itself, its assignees, and its successors in interest, including any subcontractors, shall comply with all Illinois statutes pertaining to the selection of labor, including the latest "Equal Employment Opportunity Clause" required by the Illinois Human Rights Act (775 ILCS 5) and the rules and regulations of the Illinois Department of Human Rights (44 Ill. Adm. Code 750).

The Contractor hereby agrees as follows.

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights' rules and regulations, furnish all relevant information as may from time to time be requested by the Department of Human Rights or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department of Human Rights' rules and regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the Illinois Department of Human Rights or the Owner for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department of Human Rights' rules and regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SP107.02 Prevailing Wages

All wages paid by the Contractor, including itself, its assignees, and its successors in interest, including any subcontractors, shall be in compliance with the Illinois Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern.

In accordance with such Act, the prevailing rate of wages for similar work in the locality in which the project is located shall be paid to all laborers, mechanics, and other workers performing work under the contract. These prevailing wage rates, which are the prevailing wage rates for Lake County, shall apply to the contract. If the Illinois Department of Labor revises the prevailing wage rates for Lake County, the revised rates shall apply to the contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall be responsible for notifying each subcontractor of the provisions of this Article and of the prevailing wage rates for Lake County and any revisions thereto.

The Contractor and each subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the project. Such records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the Owner, except that the full social security number and home address of each worker employed on the project shall not be included on the payrolls. Instead the payrolls shall include an identification number for each worker (e.g., the last four digits of the employee's social security number). Such certified payrolls shall consist of a complete record of all workers employed on the project. Each certified payroll shall be accompanied by an affidavit signed by the Contractor or subcontractor which avers that: (1) such records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing hourly wage rate required under the Prevailing Wage Act; and, (3) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two (2) business days' notice, the Contractor and each subcontractor shall make available for inspection all project-related records to the Owner, its officers and agents, and to the Director of the Illinois Department of Labor, and his deputies and agents, at reasonable hours at a location within the State of Illinois. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Illinois Department of Labor or the Owner.

SP107.03 Interest of Public Officials

No member, officer, or employee of the County or SMC, or their respective designees or agents, nor member of the governing body of the locality in which the project is situated (i.e., Libertyville Township), and no other public official of such locality who exercises any functions or responsibilities with respect to the project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project.

SP107.04 Disclosure of Lobbying

The Contractor hereby agrees as follows.

- (1) That no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or

cooperative agreement, the Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

SP107.05 Permits and Licenses

The permits and licenses needed to allow for the due and lawful prosecution of the work include those listed below. Owner has applied for and obtained or will apply for and obtain such permits, the terms and conditions of which, as briefly, but not entirely, described below, must be satisfied during the performance of the work.

- (1) Lake County Stormwater Management Commission (SMC) Watershed Development Permit. The work shall be performed in accordance with the terms and conditions of Watershed Development Permit No. WDP-22-533 to be issued by the Lake County Stormwater Management Commission as the Enforcement Officer. The Owner will provide the Contractor with a copy of the permit issued for the project by SMC, which will be displayed on site at all times.
- (2) Department of The Army Chicago District, Corps of Engineers Permit. The work shall be performed in accordance with the terms and conditions of Regional Permit 5 (Aquatic Habitat Restoration, Establishment, and Enhancement) and the General Conditions for all activities authorized under the Regional Permit Program Permit No. LRC-2021-0095928 to be issued by the Department Of The Army Chicago District, Corps of Engineers. The Owner will provide the Contractor with a copy of the permit issued for the project, which will be displayed on site at all times.
- (3) NPDES General Permit for Stormwater Discharge from Construction Site Activities. The work shall be performed in accordance with the terms and conditions of IL EPA Construction Site Activities Permit No. ILR10 to be issued by the IL EPA. The Owner will submit the NOI, which will be displayed on site at all times, and the Contractor will complete the SWPPP which will be retained onsite at all times until the project is finally completed as approved by the Engineer.

The Contractor, with the assistance of the Engineer, shall invite the inspector assigned to the work by SMC to the preconstruction conference described in Article 108.03 of the General Specifications.

The cost incurred by the Contractor in complying with the terms and conditions of the permits and licenses needed to allow for the due and lawful prosecution of the work shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

SP107.06 Protection of Property

In accordance with Article 107.16 of the General Specifications, the Contractor shall be responsible for the damage or destruction of any property, resulting from his or her failure to adequately maintain or protect such property. Such damaged or destroyed property shall be restored in accordance with the appropriate article of the “Standard Specifications for Road and Bridge Construction” issued by the Illinois Department of Transportation (IDOT).

SP107.07 Insurance

In accordance with Article 107.23 of the General Specifications, the Contractor shall name the following entities as additional insured under the Contractor’s commercial general liability insurance policy using Insurance Services Office (ISO) additional insured endorsement CG 20 26, edition date 10/93, or its equivalent.

1. Lake County Stormwater Management Commission
2. Gewalt Hamilton Associates, Inc.
3. Libertyville Township

- a. Permanent & Temporary Access Easements on Private Properties are through agreements in place with the Libertyville Township and individual property owners.

The entities listed above and their officers, employees, and agents shall be indemnified, held harmless, and defended in accordance with Articles 107.22 and 107.23 of the General Specifications.

SP107.08 Maintenance Security

Upon final acceptance of the work, the Contractor will be required to furnish a maintenance bond in the penal sum of ten percent (10%) of the full amount of the contract price, on a form approved by the Engineer, executed in accordance with the bidding documents, and issued by a surety acceptable to the Owner and authorized to transact business under the laws of the State of Illinois. The Contractor will be required to furnish such maintenance security to the Owner within fifteen (15) days of the final acceptance date (i.e., date of acceptance of the final application for payment by the Engineer). The maintenance security shall stand as a guarantee that the Contractor will correct defective work during the two-year warranty period as described in Article SP104.01 of these Special Provisions.

The maintenance security of the Contractor will be retained until the end of the two-year warranty period described in Article SP104.01 of these Special Provisions. If the Contractor fails to remove and replace defective work in accordance with the terms and conditions of these Special Provisions, the Owner may consider the Contractor to be in default, and the maintenance security of the Contractor may be forfeited.

SP107.32 Dust Control

The Contractor shall be required to control dust or air-borne dirt resulting from construction operations throughout the duration of the project. Dust shall be controlled by the uniform application of sprinkled water from a water truck or chemical dust suppressants to exposed surfaces. Individual fire hydrant use shall not be permitted to control dust at specific locations. The Contractor shall provide dust control operations daily or as directed by the Engineer.

At the discretion of the Engineer, a street sweeper shall be utilized to clean pavement within or adjacent to the project limits.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to control dust as specified herein.

SECTION SP00108 PROSECUTION AND PROGRESS

SP108.01 Contract Times

The work shall be substantially completed, as described in Article 105.17 of the General Specifications, on, or before, and will be completed and ready for final payment, as described in Article 109.09 of the General Specifications, on **DECEMBER 2, 2022**, or before. These dates and times will be used to determine the contract times and completion of the Work in accordance with these dates and times is an essential part of the contract., or before, and will be completed and ready for final payment, as described in Article 109.09 of the General Specifications, on **JUNE 15, 2023**, or before.

The SMC shall have the authority to suspend the work whole or in part due to the failure of the Contractor to carry out provisions of the contract; unsuitable severe weather; conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest. The period of suspension shall not count against the time of performance established in the contract unless the suspension is ordered due to the acts or omissions of the

Contractor. The Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to Article 108.07 of the IDOT Standard Specifications for Road and Bridge Construction.

Following substantial completion, the Contractor shall provide the Engineer written notice in accordance with Article 105.13 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Engineer.

SP108.02 Working Hours

All work shall be confined to the period from 7:00 AM to 7:00 PM Monday through Saturday and from 10:00 AM to 5:00 PM on Sundays/legal holidays; this restriction also applies to idling of vehicles. The Contractor shall notify the Engineer of any planned work on weekends. Saturday and Sunday work must be cleared by the SMC, the Engineer, and the Township. The right to deny weekend work is reserved by all parties.

SP108.03 Equipment

To minimize the effect of construction noise on the area surrounding the improvement, the Contractor and their sub-contractors shall conform to Article 107.35 of the Standard Specifications of Road and Bridge Construction except as follows:

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards. Such equipment shall be operated as designated in (B) below.

In accordance with Article 108.07 of the General Specifications of this contract, all equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to the site, adjacent property, or other properties will result from its use. Unless the methods and equipment to be used by the Contractor in accomplishing the construction are prescribed in the contract documents, the Contractor is free to use any methods or equipment that can be demonstrated to the Engineer as satisfactory to accomplish the contract work in conformity with the requirements of the contract.

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

The equipment to be used on the work will be discussed at the preconstruction conference described in Article 108.03 of the General Specifications. After the award of the contract and prior to starting work, and within ten (10) days after the effective date of the agreement, the Contractor shall submit to the Engineer, for timely review, a proposed list of the equipment to be used on the work, along with specifications for such equipment. The Engineer reserves the right to review and reject equipment prior to the start of the work and may request the Contractor to provide additional information on the equipment to be used on the work. The Contractor shall provide the Engineer with such information as it may request regarding the equipment to be used on the work. The Engineer's acceptance, either in writing or by failing to make written objection thereto prior to the start of work, of any equipment will not impose on the Engineer responsibility for the equipment used in accomplishing the construction, nor interfere with or relieve the Contractor from the Contractor's full responsibility therefor.

SP108.04 Sequence of Construction

The Contractor shall notify the Engineer at least 72 hours in advance of beginning work and 48 hours prior to construction commencement. At no time shall residents or businessowners be kept out of their driveway over a weekend or holiday as defined in Article 107.09 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

The Contractor shall be solely responsible for sequencing construction in a manner that facilitates the prosecution of the work to full completion in the manner and times required by the contract.

Work shall be scheduled so that it is continuous on the various roadways. The Contractor and approved Subcontractor(s) shall, at all times, employ and provide sufficient labor, tools, equipment, and other incidental items for prosecuting the work to full completion in the manner and time required by the contract.

After the award of the contract and prior to starting work, and within ten (10) days after the effective date of the agreement, the Contractor shall submit to the Engineer, for timely review, a proposed sequence of construction. The proposed sequence of construction will be discussed at the preconstruction conference described in Article 108.03 of the General Specifications. The proposed sequence of construction will be acceptable to the Engineer if it provides an orderly, reasonable and workable arrangement of the work. Such acceptance will not impose on the Engineer responsibility for the sequence of construction, nor interfere with or relieve the Contractor from the Contractor's full responsibility therefor.

During performance of the work, the Contractor shall adhere to the accepted sequence of construction.

The Contractor shall confer with the Engineer at regular intervals and at progress meetings, as described in Article 108.08 of the General Specifications, in regard to the prosecution of the work according to the accepted sequence of construction.

If the final completion date is not met, the Contractor will be assessed liquidated damages in accordance with Article 108.09 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction and the calendar day deduction stated above. All changes to the final schedule must be approved by the Engineer. To meet the requirements of substantial completion, all substantial project items must be complete, including; erosion control measures, drainage improvements, and roadway improvements. All restoration shall be completed by the final completion date.

The schedule shall itemize the individual sequence of operations and detail the order of completion street by street. At a minimum, the Contractor shall include the following guidelines:

- a. Other than during the time it will take for the concrete curbs or driveway pavement to cure, the Contractor will not be permitted to obstruct a driveway that would prevent overnight access. Temporary bituminous or aggregate shall be provided as needed when drives are removed and shall be incidental to construction. Emergency vehicle access is to be maintained continuously with no exception. Any proposed detour route requires the approval of the Engineer, the SMC and the Libertyville Township prior to implementation.
- b. Removal of driveways shall be coordinated with replacement. PCC walks/drives/curbs can be removed simultaneously as long as access is maintained and replacement is scheduled and completed within a timely manner. The Contractor shall notify homeowners a minimum 24 hours in advance of driveway removal or any other type of construction affecting an individual residence. The Contractor shall provide and maintain safe pedestrian access to all property at all times. Driveway aprons that are removed for curb installation and are not scheduled for concrete replacement must also be accessible within seven (7) calendar days.

- c. Pre-construction and site field meetings will be held as needed to discuss schedules, progress, questions, etc. The Contractor shall provide an update to the work completed and the projected progress and schedule. Minutes shall be kept as appropriate and distributed to all parties prior to the next meeting.
- d. Should the Contractor run into unforeseen scheduling problems, a time extension must be requested in writing and approved by the Engineer.

The above items are advisory only and intended to illustrate construction methods that will be required of the Contractor to complete, but is based on minimizing the disruption to the residents being affected. The approved work schedule must include provisions for substantial completion of work on an individual street without long periods of inactivity while work is being performed on other streets. Long periods of disruption on any streets without prosecution of work will not be permitted. Performing work items out of sequence of the normal industry standard will not be permitted, if in the opinion of the Engineer, it will result in an inferior result. No paving operation will be permitted in advance of any preparatory or rehabilitation of subgrade or curb that is required adjacent to the paving operation.

DIVISION SP00200 EARTHWORK, LANDSCAPING, AND EROSION CONTROL

SP200.01 Tolerances for Ruts and Dirt Clods

In accordance with the construction plans, disturbed areas (i.e., areas to be restored with topsoil, seed, and erosion control blanket) shall be shaped, trimmed, and finished to a smooth appearance. Disturbed areas shall be finished to be free from ruts that are 0.25 feet or larger, as measured in any direction. Less than 25% of the dirt clods occurring in such areas shall be three inches or larger, as measured in any direction.

In accordance with Article 105.01 of the General Specifications, all work, including that related to ruts and dirt clods, shall be completed to the satisfaction of the Engineer. The decision of the Engineer shall be final on all questions which may arise regarding the quality and acceptability of work.

SP200.02 Restoration of Disturbed Areas

The Contractor shall restore all areas disturbed during performance of the work as follows.

Paved Areas. Paved areas located on or adjacent to the site shall be maintained and protected during construction in accordance with Article SP107.07 of these Special Provisions and Articles 107.12 and 107.15 of the General Specifications. Paved areas used for construction access or staging and storage shall be cleaned of all dirt and debris. In accordance with Article 107.16 of the General Specifications, the Contractor shall be responsible for the damage or destruction of any property, including pavement, resulting from his or her failure to adequately maintain or protect such property. Such damaged or destroyed pavement shall be restored in accordance with the appropriate article of the “Standard Specifications for Road and Bridge Construction” issued by the Illinois Department of Transportation (IDOT), including, but not limited to, those articles included in Section 442 of such Standard Specifications. Restoration of paved areas used for construction access or staging and storage shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.



STORMWATER MANAGEMENT COMMISSION

NOTICE TO PROCEED

DATE: _____

Project: **2022 Oak Spring Lane Drainage Improvements** _____

Owner: Lake County Stormwater Management Commission _____

Owner's Address: 500 W. Winchester Road, Suite 201, Libertyville, Illinois 60048 _____

Bidder: **Campanella & Sons, Inc.** _____

Bidder's Address: **39207 N Magnetics Blvd PO Box 32 Wadsworth, IL 60083** _____

You are hereby notified that the Contract Times for the project designated as the **2022 Oak Spring Lane Drainage Improvements** shall commence to run on _____, 20____. On such date, you are to begin the work to be performed under the Contract Documents.

In accordance with Paragraph 3 of the Agreement, the work shall be substantially completed, as described within the Contract Documents, on **DECEMBER 2, 2022**, or before, and shall be completed and ready for final payment, as described within the Contract Documents, on _____, or before. Acceptance of and payment for the work shall occur in accordance with the applicable provisions of the Contract Documents.

Owner:

By: _____
(Signature)

Printed Name: _____

Title: _____

cc:

Engineer

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STORMWATER MANAGEMENT COMMISSION

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.:

DATE OF ISSUANCE:

EFFECTIVE DATE:

PROJECT: **2022 Oak Spring Lane Drainage Improvements**

PROJECT NO.:

CONTRACTOR:

CONTRACT DATE:

DESCRIPTION OF CHANGE(S) COVERED BY THIS DIRECTIVE:

REFERENCES (i.e., documents further describing change(s)):

PURPOSE OF THIS ORDER:

AUTHORIZATION:

THIS WORK CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE CHANGED AS OUTLINED. If necessary, a Change Order in the amount of \$ _____, which represents the estimated value of the change(s), will be issued in the future to cover this Work Change Directive. Reimbursement for these change(s) will be provided on a [UNIT PRICE/LUMP SUM/TIME & MATERIALS] basis for the quantity of work performed at the unit prices established in this Work Change Directive and the Contract Documents.

PROJECT COMPLETION DATE: _____ [NEW PROJECT COMPLETION DATE] _____ d

Reimbursement to the Contractor for these change(s) shall be contingent upon approval of the Change Order covering this Work Change Directive by the Lake County Stormwater Management Commission, if such Change Order is deemed necessary.

Recommended for Approval by:

Project Engineer

Date: _____

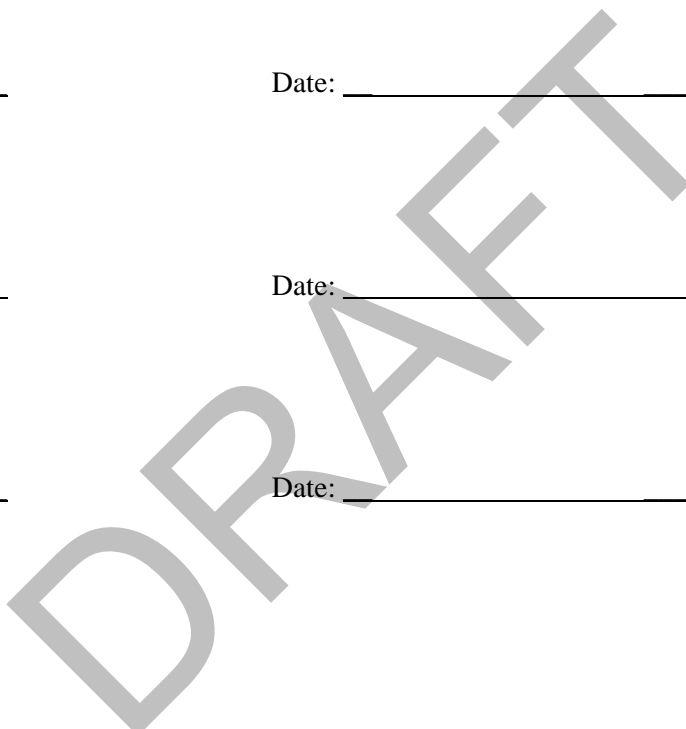
Authorized for Owner by:

Executive Director

Date: _____

Authorized for Contractor by:

Date: _____





STORMWATER MANAGEMENT COMMISSION

CHANGE ORDER

CHANGE ORDER NO.:

DATE OF ISSUANCE:

EFFECTIVE DATE:

PROJECT: **2022 Oak Spring Lane Drainage Improvements**

PROJECT NO.:

CONTRACTOR:

CONTRACT DATE:

DESCRIPTION OF CHANGE(S) COVERED BY THIS CHANGE ORDER:

REFERENCES (i.e., documents affected by or further describing change(s)):

PURPOSE OF THIS ORDER:

AUTHORIZATION:

THIS CHANGE ORDER AUTHORIZES THE WORK TO BE CHANGED AS OUTLINED. The change(s) result in the following adjustments to the contract price and contract times:

CONTRACT PRICE

CONTRACT PRICE PRIOR TO THIS CHANGE ORDER: \$ _____

NET CHANGE IN CONTRACT PRICE RESULTING FROM THIS CHANGE ORDER: \$ _____

CONTRACT PRICE RESULTING FROM THIS CHANGE ORDER: \$ _____

CONTRACT TIMES

CONTRACT TIMES PRIOR TO THIS CHANGE ORDER:

Substantial Completion: _____

Final Completion: _____

NET CHANGE IN CONTRACT TIMES RESULTING FROM THIS CHANGE ORDER:

Substantial Completion: _____

Final Completion: _____

CONTRACT TIMES RESULTING FROM THIS CHANGE ORDER:

Substantial Completion: _____

Final Completion: _____

This Change Order is for full and final settlement of all necessary adjustments to the contract price and contract times resulting from the change(s) described herein.

Recommended for Approval by:

Project Engineer

Date: _____

Authorized for Owner by:

Executive Director

Date: _____

Authorized for Contractor by:

Date: _____



TEMPLATE FORMS

FOR THE
2022 OAK SPRING LANE DRAINAGE IMPROVEMENTS

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
July 7, 2022

The administration of this contract requires documentation and compliance with the State of Illinois' Central Management Services' (CMS') Business Enterprise Program (30 ILCS 575/0.01 *et seq.*) and the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriate Capital Funds (30 ILCS 559/20-20 to 20-25) which is the responsibility of the CONTRACTOR.

The following **TEMPLATE FORMS** have been included for reference. Documentation requirements are subject to change based on Project Funding.

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Section II

Demonstration of Good Faith Efforts to Achieve BEP Contracting/Subcontracting Goal

If the BEP contracting/subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by Office of Grants Management (OGM)). The Contractor will promptly provide evidence whether hard copy or via electronic format in support of its Good Faith Efforts upon request.

Section II A

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized BIDDER representative who is certifying on behalf of the BIDDER that the BIDDER has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

_____ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out Grant Agreement work items into economically feasible units to facilitate BEP participation even when the Contractor could perform those scopes with its own forces.

_____ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be contracted/subcontracted on this project, within sufficient time to allow them to respond.

_____ Provided timely and adequate information about the plans, specifications and requirements of the Grant Agreement. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

_____ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

_____ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the Grant Agreement (if applicable).

_____ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or woman business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log for Soliciting BEP Contractor/Subcontractor Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP contractors/subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the BIDDER reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of Certified Vendor Firm	Date and Method of Contact	Scope of Work Solicited	Reason agreement was not reached

 BIDDER Authorized Signature

 Date

State of Illinois
GRANT REQUIREMENTS FOR
MINORITY/WOMEN BUSINESS PARTICIPATION

PARTIAL

WAIVER OF LIEN TO DATE

Waiver of Lien No. ____

STATE OF _____)
COUNTY OF _____)^{ss}

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by: _____

To furnish for the premise known as: _____ Project: _____
CDB Project No.: _____

of which the State of Illinois, acting through: _____ (Grantee Name), is the owner.

The undersigned, for and in consideration of

_____ (\$ _____) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our _____ hand and seal

this _____ day of _____, _____.

(Company Name)

(Affix Corporate Seal Here)

(Signature)

ATTEST: _____
(Signature of Secretary of Corporation)

ITS: _____ (SEAL)
(Title)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.

WAIVER OF LIEN PROCEDURES

Definitions:

CONTRACTOR. Contractor is the individual, partnership, firm, corporation, or other business entity entering into the Contract to perform the Work under the Contract Documents and is identified as such in the Owner-Contractor Agreement.

SUBCONTRACTOR. Subcontractor is a party having a direct contract with the Contractor to perform any of the Work.

SUB-SUBCONTRACTOR. Sub-Subcontractor is a party having a direct or indirect contract with a Subcontractor to perform any of the Work.

SUPPLIER. Supplier is a party having a direct contract with the Contractor, Subcontractor, or Sub-subcontractor to furnish material or equipment for the Work.

Partial Lien Waivers:

1. The Contractor's partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract sum.

Final Lien Waivers: The Contractor's request for final payment shall include:

1. The Contractor's Final Declaration (CDB Form CFD).
2. Final lien waivers in the full amount of their contracts from all subcontractor and suppliers for which final lien waivers have not previously been submitted.

Use of CDB Waiver Forms

All waivers shall be submitted on CDB Forms. On special request, when the use of CDB's form will result in the Contractor's inability to obtain a waiver, the project manager may allow the use of an alternate form.

Corporate seal is not a required element.

IMPORTANT NOTICE
DISCLOSURE OF THIS INFORMATION IS
MANDATORY IN ACCORDANCE WITH THE
STANDARD DOCUMENTS FOR CONSTRUCTION.
FAILURE TO COMPLETE THIS WILL PREVENT
PAYMENT FOR WORK COMPLETED AND/OR BE
A MATERIAL BREACH OF CONTRACT.

**STATE OF ILLINOIS
 ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
 FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS¹**

Grantee Instructions: Please complete this form as soon as: (1) the estimated total project costs (Part I) are known; **and** (2) the prevailing wage classifications and estimated hours are known (**only required if the estimated total project costs are over \$500,000**). See Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than at the time the first periodic reports are due.

Part I. Organization and Project Information

Organization Name Click or tap here to enter text.	NOFO Number (if known) Click or tap here to enter text.
Grant Number (if known) Click or tap here to enter text.	Grant Term (if known) Click or tap here to enter text.
Project Description Click or tap here to enter text.	
Estimated Total Project Cost Click or tap here to enter text.	Estimated Project Term Click or tap here to enter text.

- Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total \$500,000 or more**:
 Yes No
 If Yes, please complete the remainder of this supplement form.
 If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

¹ For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

Part II. Applicable Apprenticeship Goal

Please respond to question number 1 OR 2, as applicable:

1. For projects estimated to receive \$500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

Yes No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

2. For projects estimated to receive less than \$500,000 in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

Yes No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II:

the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)

the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)

the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

Will fully comply with the 10% apprenticeship goal.

Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Part IV. Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Click or tap here to enter text.
Institution/Organization Name:

Click or tap here to enter text.
Title (Executive Director or equivalent):

Click or tap here to enter text.
Printed Name (Executive Director or equivalent):

Click or tap here to enter text.
Date

Signature (Executive Director or equivalent):

2. State Agency Acknowledgement:

Click or tap here to enter text.
State Agency

Click or tap here to enter text.
Title

Click or tap here to enter text.
Printed Name

Click or tap here to enter text.
Date

Signature

State Agency Instructions: If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this grant, please forward this form to the Department of Commerce and Economic Opportunity at CEO.IllWorks@illinois.gov. If the State Agency determines that no apprenticeship goal applies to this grant, the State Agency should maintain a copy of this form in its grant file.