



**GRASSMERE, HAVERTON, AND OAKSBURY POND DRAINAGE IMPROVEMENTS**

**REL PROJECT: 23-R0627.05**

## INVITATION TO BID

OWNER: Village of North Barrington  
111 Old Barrington Road  
North Barrington, IL 60010  
P: (847) 381-6000

CONTACT:

The Village of North Barrington hereby invites sealed bids for the project designated as the **Grassmere, Haverton and Oaksbury Pond Drainage Improvements** described in detail in these bidding documents and generally described below.

### LEGAL NOTICE - INVITATION TO BID

LEGAL NOTICE IS HEREBY GIVEN FOR PRE-QUALIFICATION AND NOTIFICATION OF BIDS TO POTENTIAL BIDDERS that the Village of North Barrington ("Village") will receive Prequalification Statements to submit sealed bids for the Project, involving wetland restoration, culvert and channel improvements in North Barrington, Illinois. Prequalification will be required to be submitted to the Engineer via email by all potential bidders. If in the opinion of the Engineer and the Village President and Board of Trustees, an applicant would not be able to serve the best interest of the Village, a proposal will not be issued to the applicant. The Contractor shall have sufficient experience and shall demonstrate they have completed at least three municipal projects for an Illinois municipality within the last five years, of which underground and wetland/waterbody work represented at least \$750,000 in contract value.

The Bid Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., phone: (815) 806-0300, email: [RELAdministrative@reltd.com](mailto:RELAdministrative@reltd.com), and may be obtained electronically via email upon review of pre-qualification information. Bid Documents will be issued to Contractors for requests received until 3:00 PM on Wednesday, March 5<sup>th</sup>, 2026. An optional pre-bid meeting for all prequalified Contractors shall be held on February 9<sup>th</sup>, 2026, at 10:00 AM, via Microsoft Teams with a manual dial-in option. Please see the Special Provision for the meeting information.

The Village of North Barrington will receive sealed proposals for the following improvement project at the North Barrington Village Hall, 111 Old Barrington Rd, North Barrington, IL 60010, until **10:00:00 a.m., March 10<sup>th</sup>, 2026**, after which time the Proposals will be publicly read aloud at Village Hall. The name and address of the bidder, the name of the project, and "SEALED BID" shall all appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer. No bid shall be withdrawn after the opening of bids without the consent of the Village of North Barrington for a period of 120 days after the scheduled time of opening bids. Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder.

Contract time: the work shall be completed by September 11<sup>th</sup>, 2026. The Prevailing Wage Act (820 ILCS 130/01, et. seq.), the Equal Employment Opportunity Act, and Illinois Fair Employment Practices Act shall apply to the Project Work. This project is being supported, in whole or in part, by State of Illinois DCEO FUNDING AGREEMENT #24-413046. Funding for this project will be administered through the Illinois Department of Commerce and Economic Opportunity (DCEO) and the Lake County Stormwater Management Commission (SMC). Grant funding for this project requires a mandatory overall Business Enterprise Goal of 28%. The Village reserves the right to reject any or all bids or any portion thereof or to accept any bid or portion thereof and to waive any informality or technicality in any Bid in the interest of the Village. Dated this 26<sup>th</sup> day of January, 2026.

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**PROPOSAL  
and  
CONTRACT**

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## PROPOSAL

TO THE OWNER, \_\_\_\_\_

1. Proposal of \_\_\_\_\_  
(name and address of bidder)

\_\_\_\_\_  
\_\_\_\_\_  
(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
7. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the Owner may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within \_\_\_\_\_ calendar days after the date of the execution of the contract by both parties, or by \_\_\_\_\_ if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or bid bond, complying with the requirements of the specifications, made payable to: \_\_\_\_\_  
\_\_\_\_\_

The amount of the bond, check or draft is \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_).

If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond; otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S  
CHECK OR CERTIFIED CHECK HERE

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

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

## CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?  
\_\_\_\_\_
  
2. (a) Have you done work of this nature? \_\_\_\_\_  
(b) To what extent? (Dollar value) \_\_\_\_\_  
(c) For whom? \_\_\_\_\_  
\_\_\_\_\_
  
3. Do you have sufficient equipment to perform this work? \_\_\_\_\_  
If so, list major items: \_\_\_\_\_  
\_\_\_\_\_
  
4. Give Bank reference: \_\_\_\_\_  
Address: \_\_\_\_\_
  
5. List names and addresses of major suppliers:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? \_\_\_\_\_  
(a) If so where? \_\_\_\_\_  
(b) For what reason? \_\_\_\_\_
  
7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? \_\_\_\_\_

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? \_\_\_\_\_
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? \_\_\_\_\_
10. If awarded contract, work will begin in \_\_\_\_\_ calendar days.

**CERTIFICATE OF ELIGIBILITY TO BID**

I, \_\_\_\_\_ (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he , she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Title)

**SIGNATURES**

(If an individual)

Signature of Bidder .....

Business Address .....

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(If a co-partnership)

Firm Name ..... (SEAL)

Signed by ..... (SEAL)

Business Address .....

Insert  
Names and  
Addresses of  
All Members  
of the Firm

.....  
.....  
.....  
.....

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(If a corporation)

Corporate Name .....

Signed By .....  
President

Business Address .....

(Corporate Seal)

Insert      President .....

Names of      Secretary .....

Officers      Treasurer .....

Attest: .....

Attestor's Title: \_\_\_\_\_

Phone Number \_\_\_\_\_

**SCHEDULE OF PRICES**

**Local Agency** Village of North Barrington

**Location** \_\_\_\_\_

**Description** Grassmere, Haverton, and Oaksbury Pond Drainage Improvements

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

**Schedule for Single Bid**

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

Bidder's Proposal for making Entire Improvements					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	PERIMETER EROSION BARRIER	FOOT	2,400		
2	STABILIZED CONSTRUCTION ENTRANCE	L SUM	1		
3	TREE TRUNK PROTECTION	EACH	60		
4	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	100		
5	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	50		
6	TREE ROOT PRUNING	EACH	40		
7	DEWATERING	L SUM	1		
8	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1		
9	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	20		
10	TEMPORARY DITCH CHECKS	FOOT	1,250		
11	INLET AND PIPE PROTECTION	EACH	10		
12	PIPE CULVERT REMOVAL	FOOT	165		
13	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL, TYPE B	FOOT	60		
14	STEEL PLATE BEAM GUARDRAIL, TYPE B (SPECIAL)	FOOT	60		
15	EARTH EXCAVATION	CU YD	230		
16	CHANNEL EXCAVATION (SPECIAL)	CU YD	3,370		
17	PIPE CULVERTS, CLASS A, TYPE 1 15"	FOOT	150		
18	PIPE CULVERTS, CLASS A, TYPE 1 18"	FOOT	150		
19	PIPE CULVERTS, CLASS A, TYPE 1 24"	FOOT	35		
20	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	12		
21	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	12		
22	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	2		
23	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	850		
24	POROUS GRANULAR EMBANKMENT	CU YD	70		

Item No.	Items	Unit	Quantity	Unit Price	Total
25	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	70		
26	TRENCH BACKFILL	CU YD	200		
27	HELICAL PIER	EACH	22		
28	BIAXIAL GEOGRID	SQ YD	180		
29	PRECAST CONCRETE BOX CULVERTS 8' X 2'	FOOT	50		
30	BOX CULVERT END SECTIONS	EACH	2		
31	MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES	SQ YD	65		
32	AGGREGATE WEDGE SHOULDER, TYPE B	TON	250		
33	CLASS D PATCHES, TYPE IV, 18 INCH	SQ YD	110		
34	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	555		
35	FILTER FABRIC	SQ YD	200		
36	STONE RIPRAP, CLASS A2	TON	90		
37	STONE RIPRAP, CLASS A3 (SPECIAL)	TON	245		
38	STONE RIPRAP, CLASS A4 (SPECIAL)	TON	150		
39	STONE RIPRAP, CLASS A5 (SPECIAL)	TON	50		
40	RIVER ROCK	SQ YD	120		
41	TREE, CARYA LACINIOSA (SHELLBARK HICKORY), CONTAINER GROWN, 3-GALLON	EACH	12		
42	TREE, JUGLANS CINEREA (BUTTERNUT HICKORY), CONTAINER GROWN, 3-GALLON	EACH	13		
43	TREE, AESCULUS GLABRA (OHIO BUCKEYE), 2" CALIPER, BALLED AND BURLAPPED	EACH	10		
44	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2" CALIPER, BALLED AND BURLAPPED	EACH	4		
45	TREE, PLATANUS OCCIDENTALIS (SYCAMORE), 2" CALIPER, BALLED AND BURLAPPED	EACH	7		
46	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	12		
47	TREE, QUERCUS MACROCARPA (BUR OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	7		
48	TREE, QUERCUS PALUSTRIS (PIN OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	12		
49	TREE, TILIA AMERICANA (AMERICAN LINDEN/ BASSWOOD), 2" CALIPER, BALLED AND BURLAPPED	EACH	7		
50	TREE, LARIX LARICINA (AMERICAN LARCH), 2" CALIPER, BALLED AND BURLAPPED	EACH	5		
51	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 2" CALIPER, BALLED AND BURLAPPED	EACH	10		
52	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	500		
53	SEEDING, CLASS 4A	ACRE	0.1		
54	SEEDING, CLASS 4 (SPECIAL)	ACRE	8.4		
55	SEEDING, CLASS 4A (MODIFIED)	ACRE	19.3		
56	SEEDING, CLASS 4B (SPECIAL)	ACRE	3.6		
57	SEEDING, CLASS 4B (MODIFIED)	ACRE	5.6		

Item No.	Items	Unit	Quantity	Unit Price	Total
58	TURF REINFORCEMENT MAT	SQ YD	340		
59	EROSION CONTROL BLANKET	SQ YD	187,200		
60	PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG	UNIT	375		
61	SUPPLEMENTAL WATERING	UNIT	10		

**VILLAGE OF NORTH BARRINGTON  
CONSTRUCTION SERVICES AGREEMENT FOR THE GRASSMERE, HAVERTON,  
AND OAKSBURY POND DRAINAGE IMPROVEMENTS (GHO PROJECT)**

**THIS AGREEMENT** is made and entered this \_\_\_\_ day of March, 2026 by and between the Village of North Barrington, an Illinois municipal corporation ("Village"), located at 111 Old Barrington Road, North Barrington, IL 60010 and \_\_\_\_\_ ("Contractor"), located at \_\_\_\_\_. The Village and Contractor may be referred to in this Agreement individually as "Party", and collectively as the "Parties."

**WHEREAS**, Contractor has submitted the lowest responsible bid to provide the materials, labor, equipment, supervision and services required to perform the Filtration Plant Roof Replacement Project.

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants, agreements, and conditions set forth in this Agreement, the Parties agree as follows:

**SECTION 1. CONTRACT DOCUMENTS.**

**1.1 Agreement Documents - Incorporated by Reference.** The Contract Documents consist of this Agreement and the following documents incorporated by reference:

- a. The Village's Invitation to Bid and all related documents;
- b. The Contractor's Bid and all related documents;
- c. Structural Geotechnical Report prepared by GEOCON Professional Services dated November 29, 2024;
- d. Project plans prepared by CIVILTECH dated December 4, 2025.

**1.2 Enumeration of Certain Agreement Terms.** The following terms and conditions are further enumerated and made part of this Agreement. In the event of a conflict between provision in this Agreement and any other Agreement Document incorporated by reference, the provisions of this Agreement shall control.

**SECTION 2. PROJECT AND TERM.**

**2.1 Project Name.** The name of this project is the Village of North Barrington Grassmere, Haverton, and Oaksbury Pond Drainage Improvements (GHO Project) ("Project").

**2.2 Term.** This Agreement shall become effective after signature and upon the satisfaction of the contract contingencies set forth in Section 2.3. Once the contract becomes effective it shall continue in full force and effect until the earlier of the following occurs: (i) final completion of all items of Work specified in the Agreement or (ii) to a new date mutually agreed upon by the parties in writing or (iii) the termination of this Agreement. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire

with respect to any term or provision of this Agreement. The parties agree that time is of the essence.

**2.3 Agreement Contingencies.** This Agreement is contingent upon (i) the issuance of a Section 404 Individual Permit from the U.S. Army Corps of Engineers which has been submitted for this project and is expected to be issued during the Spring of 2026 and (ii) the availability of sufficient funding from the Illinois Department of Commerce and Economic Opportunity pursuant to the terms of the grant awarded to the Village under DCEO Funding Agreement #24-413046.

**2.4 Time of Performance.** This project shall commence upon the effective date of this Agreement and shall be completed no later than September 11, 2026. Contractor represents that it has the personnel required to perform the Work in conformance with this deadline. The Contractor agrees that the work shall be done regularly, diligently, and uninterruptedly (subject to submitted schedule of work) at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by the Contractor that the construction completion date is a reasonable time. The Contractor agrees that time is of the essence.

**2.5 Retention and Work to Be Done by Contractor.** The Village retains the Contractor to perform the GHO Project, for and in consideration of the payments indicated in the Contractor's bid. The Contractor agrees that it shall, at its own cost and expense, perform all the work and furnish all the labor, material, tools, equipment, and other property necessary to do, construct, install, and complete all the work and improvements required for the Project (hereinafter "Work").

**2.5 Agreement Administration.** A "Notice to Proceed" order will be issued by the Village upon confirmation all contingencies have been satisfied and the Agreement has become effective. Once the "Notice to Proceed" order is issued, the Contractor's primary contacts with the Village will be the Project Manager or designee (hereinafter "Representatives"). The Village's Representatives' primary responsibility is to assure that the Village receives the Work in accordance with the terms and conditions of this Agreement. The Village Representative(s) shall oversee the entire Project from kick-off activities through close out and payment of final invoice, monitor Project progress; address any quality issues and change orders, and review and approve service deliverables.

**2.6 Project Manager.** The Village's Representative for the Project shall be designated at or prior to the issuance of the Notice to Proceed.

**2.7 Bonds.** In accordance with the Instructions to Bidders, Contractor shall deposit with the Village before commencing any Work a performance bond and a payment bond for 100% of the Contract Sum, guaranteeing the faithful performance of the Work in accordance with the Contract Documents, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work.

**2.8 Warranty.** Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the Work and/or within two (2) years thereafter, shall be corrected immediately pursuant to the requirements determined by the Village's Project Manager, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor of any obligation to perform sound and reliable work as herein described.

The Contractor warrants to the Village that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions nor properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

**SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**3.1 Agreement Amount.** The total amount billed by the Contractor for the Work performed for the Project shall be according to Contractors bid in an amount not to exceed \$ \_\_\_\_\_ .

**3.2 Payment.** The Contractor shall receive and accept payments indicated in its bid as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement. Village shall make payments to the Contractor on the basis of Contractor's Applications for Payment as recommended by the Village's Project Manager, or designee. All payments shall be based on the progress of the Work measured by the schedules provided in the Contract Documents. Authorization of payment requires the receipt by the Village of invoices from the Contractor containing sufficient detail of the Work performed, including:

- (i) Pay application, including all quantities to date and approved payment values;
- (ii) Copies of Certified Payroll records, including Subcontractors to show 10% Apprenticeship compliance under the Illinois Works Job Program Act.
- (iii) Contractor's Affidavits/Lien Waivers (partial(s) and final);
- (iv) BEP Partial Waiver/Final Waiver per applicable prime and/or subcontractor;
- (v) Also to be included per pay request an Excel file of quantities included in pay request per bid cost schedule;

For Waiver of Lien Contractor shall include the following:

1. To fulfill the Waiver(s) of Lien requirement for Applications for Payment, the First Application for Payment, shall be accompanied by the Contractor's partial waiver of lien, for the full amount of payment due.
2. Each subsequent Application for Payment shall be accompanied by the Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Laborers, Subcontractors and Material Suppliers from all laborers, subcontractors, sub-subcontractors, and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
3. The final Application for Payment shall be accompanied by the Final Waiver of Lien for the full amount of the contract from the Contractor, and all laborers, subcontractors, sub-subcontractors, and suppliers, including those who have not previously furnished such final waivers.

To ensure proper performance of this Agreement, the Village shall retain ten percent (10%) of the amount for each application for payment until the Work is complete. The amounts retained from each application for payment shall not be released to Contractor unless the following conditions have been met: (i) final inspection and acceptance of the Work has been made by the Village; (ii) Contractor has submitted to the Village an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Village might be responsible have been paid or have otherwise been satisfied; and (iii) Contractor has submitted to the Village all certified payrolls, warranty documentation, releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, and any other required documentation pursuant to this Agreement. Nothing herein shall prevent the Village from invoking the remedies available to it pursuant to the default provisions of this Agreement or from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory Work progress, defective Work not remedied, disputed Work, or third-party claims filed against the Village. The Village shall not be required to make a final payment prior to completion and acceptance of the Work by the Village.

The Village may use the retained amounts to remedy any defective or uncorrected Work. At the end of the final payment, the Village may apply any retained amounts to offset any approved adjustment or authorized deduction to the Agreement price.

**3.3 Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of, but not limited to, scope, cost, milestones, deadlines, or other significant factors shall be integrated in writing on a Village approved Change Order Form; verbal approval is not considered a Change Order and is not authorization to proceed. Any Work that is performed beyond the approved Agreement scope or Agreement price shall not be paid without the Village's prior written consent through an approved Change Order.

**3.4 Account Records.** The Contractor shall maintain records showing actual time devoted and costs incurred in connection with the Work performed under this Agreement and shall permit the authorized representative of the Village to inspect, audit and make copies of all data, financial records, and supporting documents of the Contractor for the Work done under this Agreement.

#### **SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY**

**4.1 Indemnification.** The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or of the Contractor, defend, indemnify, and hold harmless the Village, its past, present, and future elected officials, directors, officers, representatives, employees, agents, volunteers, and attorneys (hereinafter the "Village Indemnitees") from and against any and all claims, suits, allegations, demands, losses, damages, injuries, liabilities, fines, settlements, judgments, penalties, costs, expenses, and attorneys' fees, or any and all other relief or liability (hereinafter collectively the "Claims" or individually the "Claim"), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising out of, or in connection with, or resulting from or through or alleged to arise out of or result from or through, directly, or indirectly, the negligent acts, errors or omissions, or intentional acts or omissions of Contractor or Contractor's officers, employees, agents, or subcontractors in the performance of the Work required by this Agreement or from the Work to be performed under this Agreement, except to the extent caused by the Village's Indemnitees own intentional wrongful misconduct or omissions.

**4.2 Insurance.** The Contractor shall maintain for the duration of the Contract insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. The following insurance coverage shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract 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. Each required coverage shall be at least in the amount as follows:

**4.2.1 Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

**4.2.2 Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury - per occurrence; \$500,000 per disease - per employee; and \$1,000,000 per disease - policy limit.

**4.2.3 Comprehensive General Liability** in a broad form on an occurrence basis, to include all activities to be performed in fulfillment of this contract. The General Aggregate Limit shall be not less than \$2,000,000. The Bodily Injury and property damage, combined single limit

for each occurrence shall not be less than \$1,000,000. The CGL policy shall be endorsed for the general aggregate to apply on a “per project” basis.

**4.2.4 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 Contractor’s, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed. The single limit for Each Occurrence Limit shall not be less than \$1,000,000.

**4.2.5 Umbrella** Coverage in the sum of \$5,000,000. shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers’ Liability.

**4.2.6 Pollution Liability** Insurance in a broad form on an occurrence basis, to include all activities to be performed in fulfillment of this contract. The single limit for Each Occurrence Limit shall not be less than \$1,000,000.

**4.2.7 Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor or Engineer’s profession, with a limit no less than \$2,000,000. per claim per policy year. Coverage shall be provided for up to three (3) years after project completion. This insurance shall cover the Contractor’s duties that involve professional engineering, design, or consultation work for this project.

**4.2.8 Primary Coverage** For any claims related to the Agreement, the Contractor’s insurance shall primary and non-contributory as respects to the Village and its officers, officials and employees agrees that with respect to the above required insurance:

**4.2.9 Additional Insured Status** An original Certificate of Insurance will be furnished as evidence of the required coverage with the bid and/or with executed contract and before work commences. The Village, and its respective elected and appointed officials, employees, agents, engineers, attorneys and representatives, shall be included as Additional Insured on a primary and non-contributory basis on all liability policies for the duration of the contract term.

## **SECTION 5. TERMINATION**

**5.1 Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, with or without cause, at any time upon fifteen (15) days prior written notice to the Contractor. In the event that this Agreement is so terminated, the Village shall pay Contractor for the Work performed and reimbursable expenses actually incurred as of the effective date of termination, less any sums attributable, directly, or indirectly, to Contractor's breach of this Agreement. The written notice required shall be in writing and shall be given only by hand delivery, or prepaid with confirmation of delivery request, or by electronic by electronic mail with delivery confirmation. Contractor shall submit an invoice to the Village showing in detail the Work performed under this Agreement up to the termination date. Contractor’s receipt of

payment for Work rendered upon Village's termination of this Agreement is Contractor's sole and exclusive remedy for termination for convenience by the Village. Village's termination for convenience does not constitute a default or breach of this Agreement.

If this Agreement is terminated as provided herein, Village may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of the Work under this Agreement. The Contractor shall be required to provide such documents, data, and other information within fifteen (15) days of the request.

**5.2 Default.** If it should appear at any time that the Contractor has failed or refused to perform, or has delayed in the performance of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work requirements or any other requirement of this Agreement ("Event of Default"), then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

**1. Cure by Contractor.** The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that is the subject of the Event of Default; and to take any or all action necessary to bring the Contractor and the Work into compliance with this Agreement.

**2. Termination of Agreement by Village.** The Village may terminate this Agreement as to any or all Work yet to be performed, effective at a time specified by the Village, and shall pay Contractor for the Work performed or reimbursable expenses actually incurred as of the effective date of termination.

**3. Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

**5.3 Bonds.** Upon an event of default, the Village may file and prosecute claims against any surety posting bonds required by this Agreement.

**5.4 Election of Remedies.** Election of remedy by the Village will not be exclusive and it shall retain the right to pursue any remedy under this Agreement, common law, equity, or administrative relief.

## **SECTION 6. COMPLIANCE WITH LAWS AND GRANTS**

**6.1 Prevailing Wage Act.** Prevailing Wage Act applies to this project. The Illinois Prevailing Wage Act, 820 ILCS 130/4 requires contractors and subcontractors to pay laborers, workers, and mechanics performing work under this contract no less than the "general prevailing rate of wages" (hourly cash plus annualized fringe benefits) and "general prevailing rate for legal holiday and overtime work" for Lake County, Illinois as ascertained by the Illinois Department of Labor. All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Illinois Prevailing Wage Act.

**6.2 Utilization Goals of Minority and Women's Business Enterprises.** Funding for the Project requires compliance with the State of Illinois Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et. seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. This project shall maintain mandatory compliance with an approved BEP Utilization Plan and shall comply with all reporting requirements.

The cumulative BEP for this Project is 28% (MBE/WMBE/WBE/WMBE), for all work performed outside of the Illinois Department of Transportation (IDOT) right-of-way, up to a maximum amount equaling \$698,880.00.

Only MBE/WMBE/WBE/WMBE contractors/subcontractors/suppliers certified through the State of Illinois' Central Management Services' (CMS) Business Enterprise Program can count toward the utilization goals for this project. All MBE/WBE registered and/or certified vendors must be identified within the State of Illinois BEP Certification Portal website database: (<https://cms.diversitycompliance.com/Default.asp>).

**6.3 Illinois Work Apprenticeship Initiative.** Funding for the Project requires compliance with the requirements of the Apprenticeship Initiative in the Illinois Works Jobs Program Act (30 ILCS 559/20-20) and requires Contractor to use apprentices to perform at least 10% of the total labor hours in each prevailing wage category for this project. Further, Contractor must provide certified payroll records verifying compliance with these requirements.

**6.4 Freedom of Information Act.** The Contractor shall, within four (4) business days of the request, provide any documents in the Contractor's possession related to this Agreement which the Village is required to disclose to a requester under the Illinois Freedom of Information Act ("FOIA").

**6.5 Compliance with U.S. Army Corp Section 404 Permit.** All construction activities, including excavation and any work within the project area, shall be conducted in accordance with the term and conditions of the U.S. Army Corps of Engineers Permit issued for this project.

**6.6 Generally: Permits/Codes/Business Laws/Safety Standards/Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and will comply with all applicable municipal, county, state and federal statutes, ordinances, rules, and regulations, including without limitation all applicable building and fire codes. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi—governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

**6.7 No Delinquent Taxes.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax, or has entered into an agreement with Department of Revenue for payment of all taxes due and is currently in compliance with that agreement, as set forth in 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.

## **SECTION 7. GENERAL PROVISIONS**

**7.1 Work Products.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, studies, logbooks, instructions, manuals, models, recommendations, printed and electronic files, and any other data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village.

**7.2 Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**7.3 Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

**7.4 Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**7.5 Governing Laws/Jurisdiction.** This Agreement shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Nineteenth Judicial Circuit Court, Lake County, Illinois.

**7.6 Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

**7.7 Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**7.8 Notice.** All notices, consents, objections, approvals, waivers, and elections under the Agreement shall be in writing and shall be given only by hand delivery, or prepaid with confirmation of delivery request, or by electronic by electronic mail with delivery confirmation. All such communication shall be addressed to the applicable addressees set forth below or as any party may designate.

To the Owner:

John Lobaito  
Village Administrator  
Village of North Barrington  
111 S. Old Barrington Road  
North Barrington, IL 60010  
Phone # 847-381-6000  
Email: jlobaito@northbarrington.org

To the Contractor:

**7.9 Electronic Signatures.** The parties may execute this Agreement in writing or by e-mail delivery of a “.pdf” format data file, and any such signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability, and admissibility. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**7.10 Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. If the Contractor is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

IN WITNESS WHEREOF the parties have entered into this Agreement this \_\_\_\_ day of \_\_\_\_\_ 2026.

BY CONTRACTOR:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BY VILLAGE:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT OF DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) GRANT REQUIREMENTS**

I, \_\_\_\_\_ (Contractor), have fully reviewed and understand the DCEO Grant Compliance Requirements and DCEO Template Forms contained in the Special Provisions section of the bid book and understand the obligation to follow all of the Grant requirements.

Date: \_\_\_\_\_

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

(Signature)

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Title)

Notary Public: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date of Commission Expiry

**BIDDER'S CERTIFICATE**

The undersigned, having executed the attached bid for the construction of:

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Name of Project

for the Village/City/Town of \_\_\_\_\_, County of \_\_\_\_\_,

State of \_\_\_\_\_ hereby certifies that he has read all of the Contract Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Name of Bidder

By: \_\_\_\_\_  
Company Name

Date: \_\_\_\_\_

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# SPECIAL PROVISIONS

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VILLAGE OF NORTH BARRINGTON  
GRASSMERE, HAVERTON, AND OAKSBURY POND  
DRAINAGE IMPROVEMENTS

SPECIAL PROVISIONS

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**VILLAGE OF NORTH BARRINGTON  
GRASSMERE, HAVERTON, AND OAKSBURY POND  
DRAINAGE IMPROVEMENTS**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022; the latest editions of the "Supplemental Specifications and Interim Special Provisions" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Manual of Test Procedures for Materials" in effect on the date of the invitation for bids; the "Standard Specifications for Water and Sewer Main Construction in Illinois", current edition; the Division I General Requirements and Covenants, and the Division II Technical Specifications which apply to and govern the proposed work, and in case of conflict with any part, or parts, of said specifications, the said special provisions shall take precedence and shall govern.

However, in all cases, the Division 1 General Requirements and Covenants of the specifications shall take precedence over the Division 100 General Requirements and Covenants of the Standard Specifications for Road and Bridge Construction and shall govern.

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**LOCATION OF PROJECT**

The sites which construction will take place under this Contract are located in 1) the Haverton and Grassmere Farms Subdivisions, south of Haverton Way and Hillandale Court, respectively, bisected by IL-59, and 2) on the north side of Duck Pond Lane, downstream from Oaksbury Pond, in the Village of North Barrington, Illinois.

**DESCRIPTION OF PROJECT**

This project consists of erosion control measures, limited tree removal, channel and earth excavation in wetland and upland areas, grading, replacement and installation of circular and box culverts and end sections, installation of a helical pier system with a geogrid load transfer system, wetland restoration, and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

**NOTICE TO PROCEED**

The Contractor agrees to begin work no later than ten (10) calendar days after a Notice to Proceed is issued.

**VILLAGE CONSTRUCTION SERVICES AGREEMENT**

The Contractor shall execute the Village's Construction Services Agreement.

**PREQUALIFICATION**

The Contractor shall have sufficient experience, as determined by the Village and its representatives, in the field of municipal underground construction and work within wetlands, streams, or lakes to warrant release of the bid documents. The Contractor shall provide such documentation as is deemed necessary upon request. If this information is not satisfactorily completed, the bid documents shall be withheld. The Contractor shall have completed a minimum of three municipal projects for an Illinois municipality within the last five years, of which underground and wetland/waterbody work represented at least \$750,000 in contract value.

## **PRE-BID MEETING**

An optional pre-bid meeting for all prequalified Contractors shall be held on February 9th, 2026, at 10:00 AM, via Microsoft Teams with a manual dial-in option. The following is the meeting access information:

Microsoft Teams Link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_Y2ExMjgxMzMtMzEyYy00NjNjLTk1Y2YtOTQ5NDc4NDY1MzJj%40thread.v2/0?context=%7b%22id%22%3a%223bb6fc39-c132-4788-a490-ae022c4f1d34%22%2c%22oid%22%3a%22679c7ef8-4990-437c-acc9-94871e53a84c%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2ExMjgxMzMtMzEyYy00NjNjLTk1Y2YtOTQ5NDc4NDY1MzJj%40thread.v2/0?context=%7b%22id%22%3a%223bb6fc39-c132-4788-a490-ae022c4f1d34%22%2c%22oid%22%3a%22679c7ef8-4990-437c-acc9-94871e53a84c%22%7d)

Scannable QR Code for the above Microsoft Teams Link:



Supplementary Meeting Information and Dial-in Number:

Meeting ID: 245 119 044 336 1

Passcode: KS9cZ6zp

Dial-in by phone: +1 630-556-7603,,30603382# United States, Big Rock

Phone conference ID: 306 033 82#

## **WAGE RATES**

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

## **WORK HOURS**

The Contractor may prosecute work between the hours of 7:00 AM to dusk each weekday. No work will be permitted on Saturdays, Sundays, or on holidays, without prior written permission from the Village of North Barrington. Any hours of operation specifically applied by any of the permitting agencies will supersede these hours when doing work at the location covered by the aforementioned permit.

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

**FUNDING LIMITS and DCEO GRANT COMPLIANCE REQUIREMENTS**

The Village has a limited amount of funding available for this project. The Village reserves the right to reduce the quantities depending upon funding limits.

The quantities called for in this contract indicate the approximate amount of work to be expected. The actual amount of any listed quantity may vary depending upon actual field conditions. The Village reserves the right to reduce or increase the scope of project quantities. It shall be understood and agreed upon that the unit prices for these items shall prevail throughout the period of the contract and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities including, but not limited to, decreases due to the deletion of an entire location/section of the improvement.

Under no circumstances can the awarded dollar amount be exceeded during construction without written authorization from the Village. The Contractor is responsible for tracking quantities to ensure this does not happen.

The project is funded by Department of Commerce and Economic Opportunity (DCEO) Grant 24-413046 (HD240398), and the Contractor must follow all DCEO Grant Compliance Requirements. **Special attention is called to parts (e) and (f) below – compliance is required.**

Table 1: DCEO GRANT COMPLIANCE REQUIREMENTS	
REQUIRED BY PROJECT OWNER AND CONTRACTOR	
a) <b>Prevailing Wage Act Compliance</b>	<p>The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the agreement and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.</p> <p>To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).</p>
b) <b>Steel Products Procurement Act (30 ILCS 565/1 et seq.).</b>	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification of domestic iron and steel with shop drawing submittals.</p>
c) <b>Domestic Preferences for Procurements.</b>	<p>In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification with shop drawing submittals.</p>

<p>d) <b>Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105).</b></p>	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.</p>
<p>e) <b>Compliance with Business Enterprise Program.</b></p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.</p> <p><b>The Cumulative BEP for this funding is 28% of subproject grant award value for BEP firm designations: MBE/WMBE/WBE/WMBE (i.e. a project cost of \$2,750,000 will require at least \$698,880.00 in construction costs from BEP firms for work outside of the IDOT right of way for IL Route 59).</b></p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 1, 2, and 3. To be documented with a Business Enterprise Program utilization plan, pay request waivers and final contractual paperwork. Contractor is required to submit a completed form with bid "Business Enterprise Program (BEP) Goal DCEO BEP Utilization Plan" Upon contract award by project owner, no modification of contractors BEP bid submittal is approved without input to SMC. Modification of subcontractor lists specific to BEP compliance will need to be presented to SMC for review and approval. All modification requests will need to include a summary of reasons and proposed alternative firms and/or subcontract values that contract proposes to meet BEP percentages.</p>
<p>f) <b>Compliance with Illinois Works Jobs Program Act.</b></p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and 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 Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and 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. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. 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. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre- apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must ensure compliance for the life of the entire</p>

	project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.
g) <b>Compliance with the Employment of Illinois Workers on Public Works Act.</b>	<p>In a period of excessive unemployment rates, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.</p> <p>To be documented per bid solicitation, contract, and final contractual paperwork and completed. Contractor is required to submit a completed form with bid "State of Illinois, Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds." Goal is 10%</p>
h) <b>Illinois Works Review Panel.</b>	For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).
i) <b>Clean Air Act and Clean Water Act.</b>	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
j) <b>Historic Preservation Act (20 ILCS 3420/1 et seq.).</b>	The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).
k) <b>Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1)</b>	No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying

	each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.
l) Illinois Endangered Species Protection Act [520 ILCS 10/11], the Illinois Natural Areas Preservation Act [525 ILCS 30/17], Interagency Wetland Policy Act Title 17 Illinois Administrative Code Part 1075 and Title 17 Illinois Administrative Code Part 1090.	<p>PROJECT OWNER AND CONTRACTOR:</p> <ul style="list-style-type: none"> <li>- If tree clearing is necessary, removing trees will occur between November 1st and March 31st to avoid impacts to bats and birds.</li> <li>- Good housekeeping practices should be implemented and maintained during and after construction to prevent trash and other debris from inadvertently blowing or washing into nearby natural areas.</li> <li>- Soil erosion and sediment control BMPs should be implemented and properly maintained. Wildlife friendly plastic-free blanket should be used to prevent the entanglement of native wildlife where practicable.</li> <li>- This agreement does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code and other applicable authority.</li> <li>- All equipment, including but not limited to boots, tools, equipment, tires, and treads, should be cleaned of all debris prior to entry of the project area, where feasible. Equipment should be power washed off-site, where feasible, to remove exotic/invasive seed or propagules.</li> <li>- Should any herbicide use be required for construction or operation, wind speed and direction should be carefully monitored, in order to avoid herbicide drift.</li> <li>- Projects near and/or adjacent to Illinois Natural Areas Inventory (INAI) sites</li> <li>- Parking and staging in areas adjacent to the INAI site should also be avoided.</li> <li>- Fencing and signage clearly delineating access limits and/or boundaries of INAI site.</li> </ul> <p>PROJECT OWNER</p> <p>A long-term invasive species management program should be implemented to avoid the spread of invasive species.</p>
m) Anti-Discrimination.	<ul style="list-style-type: none"> <li>- Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).</li> </ul>
n) Bid Rigging.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
o) Bribery.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
p) Criminal Convictions.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that: Neither it nor a managerial agent of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (for non-governmental Parties to this agreement must comply with all applicable

	<p>provisions of State and federal laws and regulations pertaining to the following and only, this includes any officer, director or partner of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and receives over \$10 million in total federal Financial Assistance, during the period of this Award, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.</p>
<b>q) Debt to State.</b>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.</p>
<b>r) Debarment.</b>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).</p>
<b>s) Discriminatory Club Dues or Fees.</b>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).</p>
<b>t) Drug-Free Workplace.</b>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is not an individual, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is an individual and this Agreement is valued at more than \$5,000, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will not</p>
<b>u) Equal Pay Act of 2003 (820 ILCS 112 et seq.).</b>	<p>If the Contractor has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Contractor pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Contractor to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts</p>

	or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.
v) Gift Ban.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.
w) Health Insurance Portability and Accountability Act.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain, for a minimum of six (6) years, all protected health information.
x) International Boycott.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
y) Lien Waivers.	Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Funds to contractors and subcontractors.  To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).
z) Lobbying.	<ol style="list-style-type: none"> <li>1. <b>Improper Influence.</b> Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.</li> <li>2. <b>Federal Form LLL.</b> If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.</li> <li>3. <b>Lobbying Costs.</b> Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.</li> <li>4. <b>Procurement Lobbying.</b> Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order</li> </ol>

	<p>No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.</p> <p>5. <b>Subawards.</b> Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must forward all disclosures by contractors regarding this certification to Grantor.</p> <p><b>Certification.</b> This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.</p>
<p>aa) Non-procurement Debarment and Suspension.</p>	<p>6. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.</p>
<p>bb) Pro-Children Act.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).</p>
<p>cc) Sexual Harassment.</p>	<p>Parties to this agreement certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantee upon request.</p>
<p>dd) Victims' Economic Security and Safety Act (820 ILCS 180 et seq.).</p>	<p>If the Contractor has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Contractor is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Contractor to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.</p>

The Contractor shall provide all documentation as required by the DCEO Grant to secure reimbursement, including but not limited to the following:

<b>Table 2: DCEO GRANT PAYMENT DOCUMENTATION REQUIREMENT</b>	
1.	Pay Application, including all quantities to date and approved payment values.
2.	Certified Payrolls (Illinois Public Act 94-0515)
3.	Contractor's Affidavits/Lien Waivers (partial(s) and final).
4.	BEP Partial Waiver/ Final Waiver per applicable prime and/or subcontractor
5.	Also to be included per pay request an Excel file of quantities included in pay request per bid cost schedule.

<b>Table 3: DCEO GRANT CLOSEOUT DOCUMENTATION REQUIREMENT</b>	
1. Final Overall Project Schedule	7. Copy of all construction contracts funded by grant. Applicable contracts include design engineering, construction engineering, construction, as reimbursed by grant.
2. Photo Documentation (Before, During, Final)	8. Operations And Maintenance Plan
3. All Final Contract Waivers and DCEO BEP waivers	9. Maintenance/Warranty Bond
4. Copy of approved As-built Plans	10. Final Approved Shop Drawings. All materials comprised of iron and steel will require certification that material is domestically sourced from manufacturer and or supplier.
5. Copy of all Project Permits	11. Completed Illinois Works Program Act Forms of goal percentage meet and/or waiver for not meeting percentage.
6. PDF copies of all Project Easements	

The cost of compliance with this special provision will not be paid for separately but shall be considered included in the various contract items.

**COMPLETION DATE**

It is anticipated that the contract will be awarded **March 18<sup>th</sup>, 2026**; however, work will not commence until all permits have been issued and easement documents have been executed, which is expected to occur in the Spring of 2026. The project funding source requires that **all work be completed by September 11<sup>th</sup>, 2026**. Final quantities and required documentation shall be submitted to the Engineer for review by October 5<sup>th</sup>, 2026. Failure to complete the work and submit final quantities and documentation on time may result in assessment of liquidated damages in accordance with the applicable sections of Article 108.09 of the Standard Special Specifications.

**FAILURE TO MEET THE COMPLETION DATE**

Any work not completed by the contract completion date is not eligible for reimbursement by the DCEO Grant funding this project. Should the Contractor fail to complete any of the tasks or the 100% completion of the project within the specified time frame, the Contractor shall be liable to the Village for the value of incomplete work, as calculated to be the greater of 1) the product of the quantity of the work item and the contract unit costs or 2) a

reasonable cost to complete the incomplete work as determined by the Village and Engineer, as liquidated damages. The liquidated damage can be applied to each task and the 100% completion. Failure to meet this deadline will also be just cause for cancellation of award and forfeiture of the performance bond which shall become the property of the Village of North Barrington, not as a penalty, but in liquidation of damages sustained. This liquidated damage specification in the SPECIAL PROVISIONS supersedes the specification "FAILURE TO COMPLETE THE WORK ON TIME" in DIVISION I, GENERAL REQUIREMENTS AND COVENANTS.

### **GUARANTEE**

All work shall be guaranteed for a period of two years from the date of written acceptance by the Owner. Upon receipt of notice from the Owner of failure of any part of the project during the guarantee period, new replacement materials shall be furnished and installed by the Contractor at no additional cost to the Owner.

### **AS-BUILT DRAWINGS**

Within fifteen days following substantial completion, the Contractor shall provide the Engineer with one copy of red-lined drawings (PDF and DWG compatible with AutoCAD Civil 3D 2024) showing field lengths and locations for all appurtenances installed as part of this contract and denoting any changes from the design as shown on the plan sheets. Distances should be given to each utility item from existing visible landmarks (surface) identified on the design plans for this project. This work will not be paid for separately but shall be considered included in the various contract items.

### **PERMITS and EASEMENTS**

The project requires permits from the Illinois Environmental Protection Agency, the United States Army Corps of Engineers (USACE), Lake County Stormwater Management Commission, and the Illinois Department of Transportation. Work in the areas regulated and governed by the respective permits will not be allowed until the permit is received. The Contractor shall satisfy all permit and bonding requirements from each respective agency. The Contractor shall perform the inspection and recordkeeping requirements of the ILR-10 permit and regularly provide records to the Village and Engineer until the Notice of Termination is submitted for the project.

It is expected that all easement agreements will be finalized prior to the expected construction start date. No work shall commence on any private property until the necessary easements are secured and the Contractor is given written notice from the Village. The plans may be modified should the Village not secure the necessary easements prior to the expected construction start date.

No modifications to the substantial completion date shall be permitted if the plan is modified due to unsecured permits or easements. In case of conflict, this special provision shall govern over any language contained elsewhere within the proposal and/or contract book.

The cost of compliance with this provision shall not be paid for separately but shall be considered included in the various pay items in the contract.

### **USACE REQUIREMENTS FOR IN-STREAM CONSTRUCTION ACTIVITIES**

The Contractor's work within waterways must meet the following standards, as amended by the USACE:

1. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.

2. The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
3. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
4. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be cofferdam, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the cofferdam area to perform the required work.
5. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy-dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.
6. During dewatering of the cofferdam work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
7. The area from the toe to the top of the side slope shall be temporarily stabilized during construction to reduce the potential for erosion. All areas disturbed due to construction activities shall be restored to proposed conditions and fully stabilized prior to accepting flows.

The cost of compliance with this provision shall not be paid for separately but shall be considered included in the various pay items in the contract.

#### **PREFERENCE TO VETERANS**

Attention is called to assure compliance with Illinois Compiled Statutes Veteran's Preference Act 330 ILCS 55/. "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who have been members of the armed forces of allies of armed forces of allies of the United States in time of hostilities with a foreign country..."

#### **PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding the site and traffic control/protection. The Contractor

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

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Owner. The Contractor shall maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered included in the various pay items in the Contract, and no additional compensation will be allowed.

### **INSURANCE COVERAGE**

The Insurance Requirements can be found in Section 7 of the General Requirements "Legal Relations and Responsibility to the Public". The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the contract the insurance coverage specified in this section. The Contractor shall not commence work under the Contract until all the insurance required by this section or any Special Provision has been obtained.

Section 7-2.02E Pollution Liability WILL be required as part of this project.

Section 7-2.02F Professional Liability WILL be required as part of this project.

### **WAIVERS OF LIEN**

The Contractor, and all subcontractors, shall submit waivers of lien to the Engineer for all work performed for the 30 days prior to the pay request.

### **PARTIAL PAYMENTS**

Division 1 GENERAL REQUIREMENTS AND COVENANTS Section 9-6 PARTIAL PAYMENTS shall be modified as follows: Once each month, the Contractor will make an approximate estimate, in writing, of the materials in place complete, the amount of Work performed, and the value thereof, at the contract unit prices. From the amount so determined of completed work there shall be an amount retained until after the completion of the entire Work to the satisfaction of the Owner, and the balance certified to the Owner for payment. The amount retained will be in accordance with 30ILCS 550/1.

### **NOTIFICATIONS**

Both Robinson Engineering, Inc. (847-250-5635) and the Village of North Barrington (847-381-6000) shall be notified at least two (2) working days before construction begins. Failure to provide this notification could cause delay to the Contractor. The Contractor shall also notify the Engineer twenty-four (24) hours prior to stopping work. Re-start of work is subject to the restriction as noted above.

If the Contractor is required to shutoff existing utility service (i.e., water, sanitary, power, communications, and gas) for any reason during the course of this project, the Contractor shall provide 48-hour advance written notice to: 1) the Owner of the scheduled work, 2) those residents with connections to the utility affected by the work, and 3) any other residents that may potentially be adversely affected by the construction operations. The notification shall be of a form and method as approved by the Owner.

## **PROJECT COORDINATION**

The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, and suppliers, and to assure compliance with schedules.

Regular working hours are restricted to Monday through Friday. Any work on Saturday, Sunday or legal holidays shall be considered overtime. The Contractor shall pay the Owner for costs incurred for construction observation due to overtime work. The Contractor must give at least 48 hours' notice of intent to work overtime.

## **SUBCONTRACTORS**

The Contractor shall provide a list of Subcontractors proposed for the project to the Engineer a minimum of one week prior to commencement of construction. The Owner will review the proposed Subcontractors list and reserve the right to reject any Subcontractor at their sole discretion.

## **SUBMITTALS**

At least one (1) week prior to the start of any work and within 35 days of Contract award, the Contractor shall provide two (2) identical sets of submittal information to the Engineer for review for all materials. Submittal information generally includes product information, catalog pages, manufacturer's instruction, product warranties, specifications, samples, shop drawings, and proposed substitutions. At a minimum, the following items shall require submittal to the Engineer for review for conformance with the contract documents: shop drawings for box culvert, end sections (including grates), helical pier (including design calculations signed and sealed by a registered Structural Engineer licensed in Illinois), and geogrid; culvert pipe sections, proposed water detention system and dewatering plan for culvert work within wetlands with all appropriate calculations, details, and location information; project schedule; porous granular backfill gradation analysis; Class D Patches mix design; and any request for substitutions.

The Village/Engineer are the sole authority in determining if the proposed products meet the requirements for this project. The shop drawing submittals shall include dimensioned drawings of the component signed and sealed by a structural engineer licensed in Illinois.

Project Schedule – The Contractor shall submit an initial project schedule. This schedule, along with percentage of completion, shall be revised and submitted along with each application for payment.

If a substitution is proposed, the Owner may accept materials or equipment of other supplies if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named. However, the burden of proof as to the type, function, and quality of any such substitute material or equipment shall reside with the Contractor.

## **CONTRACT CLOSE-OUT SUBMITTALS**

1. In addition to the DCEO requirements above, upon completion of the project, or portions thereof, the Contractor shall transfer to the Owner all applicable items accumulated throughout construction. These include, but are not limited to, the following items:
  - a. Submittal of the Contractor's two-year guarantee signed by a corporate officer.
  - b. Submittal of manufacturers' guarantees, bonds, and letters of coverage extending beyond the time limitations of the Contractors' guarantee.
  - c. Checklist indicating satisfactory completion of all unfinished items from the punch list.

- d. Final Waivers of Lien.
- e. As-Built Drawings.

### **PERSONAL OR PROPERTY DAMAGE**

Any and all claims of personal or property damage caused by the Contractor in the course of performing the work shall be reported to the Village immediately.

Any property damaged in any manner or in any way by the Contractor, in the course of performing the work, shall be repaired to equal or better than the original condition solely at the expense of the Contractor. Under no circumstances shall the Owner or Village Engineer be held responsible for such damages or the repair or payment thereof.

Any and all claims of property damage caused by the Contractor in the course of performing the work shall be corrected immediately and expeditiously so as not to place an undue burden upon the claimant or upon the Village.

### **MATERIAL INSPECTION – REPORTS**

All materials incorporated in this Contract are to be inspected according to the Project Procedures Guidelines (PPG) and the process and frequency of testing under the QC/QA specifications.

The Contractor shall be responsible for QC testing of these materials with the Engineer being notified at least forty-eight (48) hours in advance of the placement of any of these materials. The Local Agency shall be responsible for the QA testing of these materials on the job and at the plant per article 1030 of the Standard Specifications. Please note that the Contractor is required to submit a QC plan to the Engineer for approval per the referenced specifications.

The Contractor shall coordinate his work operations with the Engineer to assure that the testing agencies can provide proper and sufficient notice to schedule their work. Also, all QC documentation is to be submitted to the Engineer, immediately following completion of this project. Ten percent (10%) of the final Contract amount due the Contractor will be withheld pending receipt of all documentation and approval of the Engineer's Final Payment Estimate by the Village.

### **RESTORATION LIMITS**

The Contractor shall only be compensated for restoration per the limits shown on the plans, or in accordance with this section, whichever is more restrictive, and shall take great care not to damage additional areas beyond those limits. The limit of restoration in grassed areas is 2' outside the allowable trench width, beyond the edge of constructed sidewalk, driveway pavement, and curb and gutter. Maximum allowable trench width and payable trench backfill is 9" on each side of the utility for an excavation depth up to 5' deep, and 18" on each side of the utility for excavation depths 5' deep and greater. The payable limit of pavement restoration in paved locations is 1' outside the allowable trench width unless as directed by the Village or Engineer.

Vegetated areas disturbed beyond the limits of restoration shall be restored at the Contractor's expense with 6" of topsoil and seeding, hydroseeding, sodding, or perennial plugs and erosion control blanket or turf reinforcement mat, at the discretion of the Engineer, in accordance with the specifications and standards contained herein. Paved surfaces not called out to be removed which are damaged or disturbed shall be removed and replaced at the Contractor's expense in accordance with the specifications and standards contained herein. Rough grading to

subgrade shall be included in the restoration pay items, which include, but are not limited to, topsoil, seeding, erosion control blanket, riprap, etc.

### **GENERAL**

Wherever obstructions not shown on the plans are encountered during construction and interfere to such an extent that an alteration in the plans is required, the Engineer shall be notified prior to any changes.

The Engineer is to be notified by the Contractor a minimum of 48 hours prior to removal/installation of erosion control measures, storm sewer, and trees.

The Contractor is responsible for providing and adequately servicing temporary restroom facilities for workers within a reasonable travel distance from each active work site. This item will not be paid for separately but shall be considered included in the various contract items.

### **PRECONSTRUCTION VIDEO**

Prior to the start of any construction or excavation, the Contractor shall record the existing conditions in the area of the construction areas. The video recording shall be created in a high quality digital video format (MKV container, H.265 video codec, and AAC audio codec, in no case less than 4k resolution). The Contractor shall supply the Village and Engineer with either two USB flash drives or a cloud storage download link, active and functional for at least the entirety of the project work period, prior to starting construction. The video shall include the following but is not limited to:

- |  |                               |                       |
|--|-------------------------------|-----------------------|
| 1. Full right-of-way                                       | 2. Parkway condition          | 3. Pavement condition |
| 4. Driveway condition                                      | 5. Existing manholes          | 6. Fire hydrants      |
| 7. Fences  | 8. Trees and landscaped areas | 9. Easement Area      |
| 10. Private property areas<br>utilized during construction |                               |                       |

The recordings shall also supply a continuous audio record of the location (preferably with address), all anticipated problem areas, items, and features for the complete area to be affected by the construction.

Video of the Haverton and Grassmere work areas and adjacent wetland areas shall be captured via professional drone flight due to their size and lack of accessibility.

The format of recording and type of recording shall remain the same throughout the project.

The audio portion shall be sufficiently free of electrical interference, background noise, and heavy foreign or regional accents to provide an oral report that is clear and complete and easily discernible. The audio portion of the video shall be recorded by the operating technician onsite as they are being produced and shall include references to the street address and type of construction to be performed at the site as specified in the plans. Audio comments pertaining to special circumstances, which may arise during the excavation, shall also be included.

The video metadata shall clearly indicate the date the video recording was taken, the designated section(s) of construction contained in the video file, and be named "Grassmere, Haverton, and Oaksbury Pond Drainage Improvements #23-R0627.05".

The surface condition of excavated areas after final restoration shall be the same or better than the pre-construction site conditions as shown in the preconstruction video. This work will not be paid for separately but shall be considered included in the various contract items.

### **PUBLIC UTILITIES**

There are existing underground and above ground public and private, municipal and non-municipal utilities at the site, such as but not necessarily limited to electrical and telephone cables including fiber-optic facilities, natural gas pipes, petroleum pipes, sewers, and other water mains etc. All due notifications, vertical/horizontal separations, and other safety precautions required by the owners/operators of the facilities being crossed shall be observed by the Contractor and/or all sub-contractors at all times. Any damage caused by the construction to any of the existing facilities on-site shall be promptly repaired to the satisfaction of the owners/operators of the facility involved, at no additional compensation.

It shall be the Contractor's responsibility to very carefully inspect the site, identify and locate both horizontally and vertically all existing facilities, contact their owner/operators for their notification, separation, and safety requirements, and follow such requirements very carefully. It shall be the Contractor's responsibility to notify J.U.L.I.E. at least 48 hours prior to excavation to verify locations of all utilities.

The Contractor is hereby notified to expect that Nicor Watch & Protect will be required by Nicor for work in the vicinity of the existing 12" natural gas main in the western right of way of IL Rt-59.

The Contractor shall protect and save harmless the Village of North Barrington and Robinson Engineering, Inc. from any claim(s) of damage resulting from his/her activities at the site or from failing to undertake due and proper safety measures to avoid such damage to any utilities during the construction.

The Contractor shall repair any damage to any of the utilities, caused by his/her work, to the satisfaction of the involved utility and the Village of North Barrington at no additional compensation. This work will not be paid for separately but shall be considered included in the various contract items.

### **STOCKPILING OF MATERIALS AND END OF DAY CLEAN UP**

The Village/Engineer shall designate specific locations for stockpiling of materials prior to the start of construction. Stockpiles shall not impede traffic at any time, and stockpiling material within the floodplain is strictly prohibited. Any areas disturbed by stockpiles shall be restored to existing conditions and shall be considered included in the various contract items.

At the end of each working day, the Contractor shall provide a steel plate, barricades, warning tape and any other safety measures deemed necessary by the Contractor over any excavated area in the roadway so that traffic is not impeded during non-working hours. Placement of temporary aggregate in the roadway areas disturbed by the construction shall be used until final conditions are met.

The Contractor shall at all times keep the work area, and the adjoining premises, driveways, and streets clean of rubbish caused by the Contractor's operations, and shall remove all rubbish as often as directed by the Engineer. The Contractor shall clean up all work areas to the "before construction" conditions, except as directed by the Engineer. If the Contractor does not attend to such cleaning immediately upon request, the Village of North

Barrington may employ men or use its employees for this purpose and charge the cost of the same to the Contractor.

This work will not be paid for separately but shall be considered included in the various contract items.

**CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) REQUIREMENTS PER 35 IAC 1100**

If the Contractor is planning on disposing of uncontaminated soils at an Illinois Environmental Protection Agency (IEPA) permitted CCDD facility, the work shall be conducted in accordance with the criteria set forth in 35 Illinois Administrative Code (IAC) 1100 as amended on August 27, 2012. The following protocol must be followed:

1. The Contractor must identify in writing the name, location, and phone number of the Contractor's intended CCDD facility or non-CCDD private disposal facility to the Owner (or Engineer) at the pre-construction meeting prior to the commencement of any construction activities.
2. The Owner (or Engineer) will conduct the Potentially Impacted Property (PIP) evaluation to identify nearby regulated facilities and properties that have potential or known subsurface contamination to determine if an IEPA LPC-662 (Source Site Certification by Owner or Operator) and/or an IEPA LPC-663 (Uncontaminated Soil Certification by a Licensed Professional Engineer or Licensed Professional Geologist) certification is required for the project.
3. If requested, the Contractor must assist the Owner (or Engineer) in obtaining the sample(s) through the use of the Contractor's equipment. The Contractor shall expose soils at one or more distinct locations as directed by the Owner (or Engineer). The Owner (or Engineer) will determine the number, location and depth of the samples that will need to be collected for characterization of the excess soil that will be generated during the construction project.
4. The Owner (or Engineer) will be responsible for sampling / testing of the soil and preparation of the required certification form. The Contractor is prohibited from conducting the sampling and testing of the soil unless specially authorized by the Owner (or Engineer).
5. The samples will be analyzed at an IEPA accredited laboratory with a standard 5 to 7 working day turnaround time unless a rush is required by the Contractor. If requested, the Contractor will be responsible for additional fees associated with fast-tracking the samples.
6. The soil testing results will be summarized in a tabular format with comparison to the IEPA Summary of Maximum Allowable Concentrations of Chemical Constituents In Uncontaminated Soil Used as Fill Material At Regulated Fill Operations 35 IAC 1100.Subpart F revised August 27, 2012).
7. Once the appropriate certification(s) has been prepared by the Owner (or Engineer), the Contractor will be responsible for all hauling/disposal of material to the CCDD facility or private clean fill disposal site.
8. Rejection of truck loads of soil at the gate of the CCDD facility, for any reason as determined by the CCDD facility, shall be handled in accordance with the requirements of the CCDD regulation.

For a project that warrants a LPC-663 Certification, at a minimum, the Owner (or Engineer) will test the soil at one or more locations for the following parameters: VOC's, SVOC's, RCRA 8 Total Metals and pH. If necessary, TCLP or SPLP RCRA Metals testing and/or other contaminant testing may be performed on the sample(s) as deemed appropriate by the Owner (or Engineer). For a LPC-663 Certification, if the Contractor elects to utilize a CCDD facility or non-CCDD private disposal facility that requires additional testing beyond what is deemed appropriate by the Owner (or Engineer), the Contractor will be responsible for paying additional laboratory testing costs.

The work contained within this special provision shall not be paid for separately but shall be considered included in the various contract items.

If any contaminated soil is encountered that requires landfill disposal as a non-special waste, special waste or hazardous waste, it will be paid for per Article 109.04 of the Standard Specifications.

### **SOIL CONDITIONS**

The Village and Engineer assume no responsibility in regard to the nature of the subsurface conditions which may be encountered during construction. The Bidder must satisfy himself prior to bidding, by such methods as he may prefer, including his own borings with the Village's consent, as to the nature of the subsurface conditions, including any obstructions which may be encountered during construction. Failure to make such borings shall not relieve him of the responsibility for carrying out to successful completion the work contemplated by the Project Documents for the price specified in the Bid. No additional compensation shall be allowed for changes in the construction method due to ground conditions that may exist at the time of construction.

### **REMOVAL ITEMS**

All removal items shall include disposal and backfilling. Disposal and backfilling will not be paid for separately. Backfill under proposed paved areas shall be materials suitable for trench backfill in accordance with Section 208. Backfill under open areas may be site spoils. Except for storm sewer pipe or organic items, any portion of an item below the proposed base course may be abandoned in place and filled with trench backfill in lieu of complete removal.

### **DUST CONTROL**

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

The implementation of dust control procedures shall be required 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 implementation of a dust control plan. When circumstances warrant, a specific dust control plan shall be developed. The Contractor and the Engineer shall review the nature and extent of dust generating activities and cooperatively develop specific types of control techniques appropriated to that specific situation. Sample techniques that may warrant consideration include such measures as:

1. Minimize track out of soil onto nearby publicly traveled roads.
2. Reduce vehicle speed on unpaved surfaces.
3. Cover haul vehicles.
4. 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 Village or Engineer shall be readily available for use on the project site. This work will not be paid for separately but shall be considered included in the various contract items.

### CLEARING VEGETATION

This work shall consist of clearing logs, shrubs, bushes, saplings, grass, weeds, other vegetation, and stumps of a diameter less than six inches as necessary for the construction of the various Contract items. This work shall be performed in accordance with Section 201 of the Standard Specifications. This work will not be paid for separately but shall be considered included in the various contract items.

### DEWATERING

The Contractor shall be responsible for any dewatering for all of the proposed work for the proposed site improvements and for maintaining the water level sufficiently below the bottom of excavation as needed or required to complete the respective work item. This dewatering shall include all groundwater and surface water from rainfall, snowmelt, etc. The proposed methodology, including calculations as appropriate, must be submitted to the Engineer for review for conformance with the contract documents before implementation. **All such dewatering expenses including but not limited to pumps, bladder cofferdams (Aquadam or similar), check dams, additional piping, drains, sediment and/or erosion control measures, backfill, etc. shall not be compensated for separately but shall be included in the lump sum unit price for this item.**

This item will be paid for per the Contract unit price per LUMP SUM for DEWATERING. The price shall be full compensation for all labor, equipment, tools, materials, and any other appurtenances necessary to complete this work in all areas of the project for the full duration of the work.

### EXISTING DRAINAGE FACILITIES

When existing drainage facilities are disturbed, the Contractor shall provide and maintain temporary outlets and connection for all private or public facilities. The Contractor shall provide facilities to take all stormwater which will be received by these drains and sewers and discharge the same. The Contractor shall provide and maintain an efficient pumping plant, if necessary, and a temporary outlet, and be always prepared to dispose of the water received from the temporary sewer connections until such time as the permanent structures are built and functioning.

Contractor shall be responsible for all means and methods of construction to maintain flows through the area during construction. All excess material and equipment shall be removed from the creek channel at the close of each workday.

Contractor may be permitted to periodically restrict flows, and bypass flows around work areas to assist with construction. The contractor shall review weather and make request from the Village prior to backing up flows. Flows shall not be backed-up for more than 24-hours at a time or allowed to exceed 2' in depth, to prevent potential damage to vegetation in the channel. The overall functionality of the flowage way shall remain intact at all times, in event that a storm occurs, the flowage way needs to overtop the temporary blocks and flow into/through the existing drainage path.

Maintenance of flow, and potential flow restrictions, during construction will not be compensated for separately, but shall be included in the various contract items. Any damage to the area vegetation, as a result of the installation/removal of temporary restrictors or back-ups, shall be repaired by the Contractor, at their expense.

### **TRAFFIC CONTROL AND PROTECTION (SPECIAL)**

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, District 1, the Supplemental Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained herein and in the plans, and the Special Provisions contained herein.

Special attention is called to Articles 107.09, 107.14 and Section 701 of the Standard Specifications for 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.

The Contractor shall contact the Resident Engineering Representative at least 72 hours in advance of beginning work.

STANDARDS: 701001-02, 701006-05, 701201-05, 701301-04, 701901-11

SPECIAL PROVISIONS: Traffic Control Plan, Maintenance of Roadways, Detour Plan

The Contractor shall not remove any traffic control or safety devices until the entire job is complete. The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the attached special provisions. The Contractor is solely responsible for ensuring all traffic control devices are installed and maintained in accordance with applicable state standards.

The Contractor is hereby advised that notification to all affected residents is his responsibility including the placement of No Parking signs at least 48 hours prior to paving operations. In addition, signage indicating road conditions such as "Bump", "Rough Surface", "Fresh Oil", "Dip", etc., as requested by the Village will also be required at no additional expense.

This item will be paid for per the Contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION (SPECIAL). The price shall be full compensation for all labor, equipment, tools, materials, detour signage, control authority notification, signage boards, and any other appurtenances necessary to complete this item. No work within IDOT right-of-way shall commence until the IDOT Traffic permit is issued.

### **TEMPORARY TRAFFIC SIGNAL TIMING**

Effective: May 22, 2002

Revised: March 1, 2024

890.02TS

#### Description.

This work shall consist of developing and maintaining appropriate traffic signal timings for the intersections specified in the Detour Plan for the duration of the temporary signalized condition, as well as impact to existing traffic signal timings caused by detours or other temporary conditions.

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Traffic Signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer for a listing of approved Consultants.

The following tasks are associated with TEMPORARY TRAFFIC SIGNAL TIMING:

- (a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings.
- (b) Consultant shall be responsible for making fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (c) Consultant shall provide monthly observation of traffic signal operations in the field.
- (d) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.
- (e) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Maintenance and Operations Engineer.
- (f) Return original timing plan once construction is complete.

#### Basis of Payment.

The work shall be paid for at the Contract unit price EACH for TEMPORARY TRAFFIC SIGNAL TIMING, which price shall be payment in full for performing all work described herein per intersection. When the temporary traffic signal installation is turned on and/or detour implemented, 50 percent of the bid price will be paid. The remaining 50 percent of the bid price will be paid following the removal of the temporary traffic signal installation and/or detour.

#### **STABILIZED CONSTRUCTION ENTRANCE**

One or more temporary construction entrance/exit shall be constructed in accordance with NRCS Detail IL-630 "Stabilized Construction Entrance Plan" located in the plans, and as required by the project ILR-10's permit or any regulatory body with jurisdiction.

This work will be paid for at the contract unit price per LUMP SUM for STABILIZED CONSTRUCTION ENTRANCE. This price shall include all materials, labor, equipment, excavation, hauling, disposal, removal at the completion of the project, and any other appurtenances required to perform the work and maintain the erosion control measure throughout construction for compliance with the project's ILR-10 permit.

#### **PERIMETER EROSION BARRIER**

This item of work shall conform to Section 280 of the Standard Specifications except as herein modified.

Install the perimeter erosion barrier at locations as indicated on the plans and as directed by the Engineer. Maintain the perimeter erosion barrier by repairing torn or damaged areas and securing sections of the barrier that have fallen.

This item will be paid for per the Contract unit price per FOOT for PERIMETER EROSION BARRIER. The price shall be full compensation for furnishing all materials, for all preparation and for all labor, equipment, tools and appurtenances necessary to perform the work and maintain the erosion control measure throughout construction for compliance with the project's ILR-10 permit.

#### **CHANNEL EXCAVATION (SPECIAL)**

This work shall comply with Section 202, 203, 204, 205, and 212 of the Standard Specifications except as herein modified.

This item shall include all excavation, shaping, and grading as necessary to complete the proposed improvements as shown on the plans. All excess material shall become the property of the contractor and shall be properly disposed of off-site.

The quantities used for payment of Channel Excavation shall be based on the information shown in the plans. It shall be understood and agreed upon that the contract quantity and unit price for these items shall prevail throughout the period of the Contract and that no additional compensation will be allowed.

This item will be paid for per the Contract unit price per CUBIC YARD for CHANNEL EXCAVATION (SPECIAL). The price shall be full compensation for all labor, equipment, tools, and materials necessary to complete this item.

#### **PIPE CULVERT REMOVAL**

This work shall conform to Section 551 of the Standard Specifications, except as herein modified.

This item includes the full removal of all storm sewer and appurtenances as required, regardless of size or the pipe material type, including any supporting or backfill material and/or headwall structure or material. All storm sewers designated for removal will include removing the pipe in its entirety, back filling with CA-6 (if needed), and disposal of all removed materials offsite. This work shall be performed at the locations shown in the plans or as determined by the Engineer. Pavement replacement required will be paid for as specified elsewhere in these Special Provisions. Surface restoration shall be measured for payment as required by the Restoration Limits special provision.

The cost to remove and dispose of all material shall be considered included in this pay item.

The Contractor will be paid for at the Contract unit price per FOOT for PIPE CULVERT REMOVAL. The price shall be full compensation for all labor, equipment, tools, earth retention systems, excavation, hauling, disposal, any removals, disposal, trench backfill, porous granular backfill, compaction, and supplies required to perform the work specified herein and on the plans.

#### **BIAXIAL GEOGRID**

Description. This work shall consist of furnishing and installing geogrid per the contract plans or at the direction of the Engineer.

General. This work shall be completed in accordance with applicable portions of Section 210 of the Standard Specifications.

Materials. Materials shall meet the requirements as shown below. Shop drawings shall be submitted to the Engineer for approval prior to construction.

- Aperture Dimensions: 1.0 X 1.3 in.
- Ultimate Tensile Strength: 1310 X 1970 lbs/ft
- Resistance to Long Term Degradation: 100%
- Junction Efficiency: 93%
- Flexural Stiffness: 750,000 (mg-cm)
- Resistance to UV Degradation: 100%

Construction. It shall be the Contractor's responsibility to inspect the geogrid to ensure it is free from any flaws or damage that may have occurred during shipping and handling. Prior to installation, the undercut surface shall be compacted, cleared of debris and shall be graded smooth. Before unrolling, the Contractor shall anchor the beginning of the roll at the center and the corners to the underlying surface using pins or anchors. The geogrid shall be manually unrolled over the prepared surface. As it is unrolled, the geogrid shall be aligned and pulled taut with hand tension to remove wrinkles and laydown slack. Adjacent rolls shall have 3-foot overlap. The geogrid shall be manually cut where necessary. All material placed over the grid shall be done so in a manner to prevent tearing. Any geogrid damaged during installation shall be replaced by the Contractor with no additional compensation for labor or materials.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per SQUARE YARD for BIAXIAL GEOGRID, which price shall include all labor, materials, equipment, submittals, earth retention systems, excavation, hauling, disposal, installation, any structural connections to helical piers required, and any other appurtenances necessary to complete the work as specified herein. Any overlap of geogrid will not be measured for payment.

## **HELICAL PIERS**

Description. This work shall consist of furnishing the design, shop drawings, materials, anchorage, and construction of steel round shaft helical piers with galvanized pile cap in accordance with the plans and this special provision.

General: The quantity, capacity and spacing of piers shall be as indicated in the contract plans.

Materials and Procedures. The helical piers shall be a round shaft type. The piers shall be installed in compliance with the manufacturer's submitted installation procedures.

Submittal. Submittals shall include all details, dimensions, quantities, and cross sections necessary will include but not be limited to manufacturer recommended installation requirements, a sequence of construction, and a detailed bill of materials shall be included.

Design Criteria. The helical piers shall be designed to support vertical loads as indicated on the plans. The design exhibits and calculations shall be signed and sealed by a registered Structural Engineer licensed in Illinois prior to submittal for review.

Construction. The Contractor shall verify locations of all underground utilities before designing or installing any helical piers. The Contractor shall inform the Engineer in writing of any conflicts before designing or installing the

helical piers; such notification does not relieve the Contractor of the responsibility to adhere to contract requirements. Any disturbance or damage to existing structures, public or private utilities or other property, caused by the Contractor's operation shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Village.

The Contractor shall be responsible for determining the appropriate equipment necessary to install the helical piers to the elevations according to the Contractor's approved design. The helical piers shall be installed, as a minimum, to the elevations specified prior to commencing any related construction. If unable to reach the minimum elevation, the adequacy of the helical pier design will require re-evaluation and resubmittal by the Contractor prior to allowing construction.

The Contractor shall obtain technical assistance from the supplier to demonstrate proper construction procedures and shall include any costs related to this technical assistance in the contract unit price for Helical Piers.

Basis of Payment. This work, as herein specified, will be paid for at the contract unit price per EACH for HELICAL PIER, and shall include all labor, equipment, materials, fabrication, submittals, structural design, earth retention systems, excavation, hauling, disposal, installation, structural connections to geogrid, and any other appurtenances required to complete the work as specified herein and on the plans.

#### **POROUS GRANULAR EMBANKMENT (PGE)**

Work under this item shall be done in accordance with Sections 207 and 282, as applicable, of the Standard Specifications and the details shown on the plans.

PGE used in construction of Riffles shall be CA-7. PGE used in the installation of the box culvert shall conform to Section 1004.05 of the Standard Specifications and IDOT requirements. This work shall be paid for at the contract unit price per CUBIC YARD for POROUS GRANULAR EMBANKMENT, and shall include all labor, equipment, materials, submittals, installation, compaction, and any other appurtenances required to complete the work as specified herein and on the plans.

POROUS GRANULAR EMBANKMENT, SPECIAL, installed below the proposed box culvert to the limits shown in the plans shall be CA-18 and shall include geotextile filter fabric conforming to Article 1080.01 of the Standard Specifications, with have a minimum weight of six ounces per square yard, placed on the bottommost layer of the material. This work shall be paid for at the contract unit price per CUBIC YARD for POROUS GRANULAR EMBANKMENT, SPECIAL, and shall include all labor, equipment, materials, submittals, geotextile filter fabric, installation, compaction, and any other appurtenances required to complete the work as specified herein and on the plans.

#### **BOX CULVERT & END SECTIONS**

This work shall include the procurement, submittals, fabrication, shipment, and installation of precast reinforced concrete box culvert and end sections in the locations shown on the plans or specified by the Engineer in the field. The end sections are shown in the structural details section of the plans.

This work shall include the cost of precast concrete box culvert and end sections, freight, excavation, any temporary earth retention system needed, haul-off of excess material, removal of storm sewer as needed to install the box culvert, end section, or temporary earth retention system, stone bedding, box culvert installation, compaction, any

reinstallation and all reconnections of existing storm sewer which were removed to facilitate installation, all joints and waterproofing as required by the Standard Specifications and as shown on the plans, repair of improperly sealed or excessively leaking joints and any dewatering or other work needed to make the repair, any necessary appurtenances to stop work due to weather or seasonal conditions, the cost of any analyses, designs, and submittals required herein, and all other materials, equipment, labor, and any appurtenances required to complete the work as specified herein and on the plans. Any additional excavation necessary to reconstruct the pavement section as shown on the plans shall be considered included in these items. Dewatering, excavation and disposal of unsuitable and non-special waste will be paid for separately. Reinstallation of removed pavement, utilities, or any other appurtenances shall be paid for separately only when removal was directed by the Engineer.

#### 38-W-4 Heavy Duty Welded Steel Grating:

##### Description:

The W-38-4 Heavy Duty Welded Steel Grating shall be installed on the Box Culvert End Section, Culvert No. 1, bolted securely to the structure. The assembly shall include a hinged, lockable manway hatch for access. The entire unit shall be hot-dip galvanized after fabrication to ensure corrosion resistance and durability.

##### Material Requirements:

- Grating Type: Heavy Duty Welded Steel Bar Grating, Model W-38-4.
- Panel Widths: 2 ft and 3 ft.
- Panel Lengths: Up to 24 ft.
- Bearing Bar Spacing: 2-3/8 inches on center.
- Cross Rod Spacing: 4 inches on center.
- Surface: Smooth.
- Finish: Hot-dip galvanized in accordance with ASTM A123.
- Load Rating: H-20 (suitable for vehicular traffic loads).

##### Installation:

- Grating panels shall be fabricated to specified dimensions and tolerances.
- Hinged manway hatch shall be integrated into the grating system and equipped with a lockable mechanism for security.
- All components shall be galvanized after fabrication.
- Grating shall be securely bolted to the culvert structure using corrosion-resistant hardware.

This work shall be measured in place along the centerline of the box culvert installed, and will be paid for at the contract unit price per FOOT for PRECAST CONCRETE BOX CULVERTS [SIZE] or per EACH for BOX CULVERT END SECTIONS, and shall include all labor, equipment, materials, fabrication, grate and grate appurtenances as discussed herein and on the plans, submittals, structural analysis, testing, earth retention systems, excavation, hauling, disposal, installation, trench backfill, and any other appurtenances required to complete the work as specified herein and on the plans. The Contractor and Engineer will coordinate inspections with IDOT of the box culvert section during construction and final inspection upon full completion.

#### **MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES**

Effective: October 4, 2016

Revised: March 1, 2019

Description. This work shall consist of furnishing and placing a membrane waterproofing system on the top slab and sidewalls, or portions thereof, for buried structures as detailed on the contract plans.

All membrane waterproofing systems shall be supplied by qualified producers. The Department will maintain a list of qualified producers.

Materials. The materials used in the waterproofing system shall consist of the following.

- a) Cold-applied, self-adhering rubberized asphalt/polyethylene membrane sheet with the following properties:

<b>Physical Properties</b>	
Thickness ASTM D 1777 or D 3767	60 mils (1.500 mm) min.
Width	36 inches (914 mm) min.
Tensile Strength, Film ASTM D 882	5000 lb./in <sup>2</sup> (34.5 MPa) min.
Pliability [180° bend over 1" inch (25 mm) mandrel @ -20 °F (-29 °C)] ASTM D 146 (Modified) or D1970	No Effect
Puncture Resistance-Membrane ASTM E 154	40 lb. (178 N) min.
Permeability (Perms) ASTM E 96, Method B	0.1 max.
Water Absorption (% by Weight) ASTM D 570	0.2 max.
Peel Strength ASTM D 903	9 lb./in (1576 N/m) min.

- b) Ancillary Materials: Adhesives, Conditioners, Primers, Mastic, Two-Part Liquid Membranes, and Sealing Tapes as required by the manufacturer of the membrane and film for use with the respective membrane waterproofing system.

Construction. The areas requiring waterproofing shall be prepared and the waterproofing shall be installed in accordance with the manufacturer's instructions. The Contractor shall not install any part of a membrane waterproofing system in wet conditions, or if the ambient or concrete surface temperature is below 40° (4° C), unless allowed by the Engineer.

Surfaces to be waterproofed shall be smooth and free from projections which might damage the membrane sheet. Projections or depressions on the surface that may cause damage to the membrane shall be removed or filled as directed by the Engineer. The surface shall be power washed and cleaned of dust, dirt, grease, and loose particles, and shall be dry before the waterproofing is applied.

The Contractor shall uniformly apply primer to the entire area to be waterproofed, at the rate stated in the manufacturer's instructions, by brush, or roller. The Contractor shall brush out primer that tends to puddle in low spots to allow complete drying. The primer shall be cured according to the manufacturer's instructions. Primed areas shall not stand uncovered overnight. If membrane sheets are not placed over primer within the time recommended by the manufacturer, the Contractor shall recoat the surfaces at no additional cost to the Department.

The installation of the membrane sheet to primed surfaces shall be such that all joints are shingled to shed water by commencing from the lowest elevation of the buried structure's top slab and progress towards the highest elevation. The membrane sheets shall be overlapped as required by the manufacturer. The Contractor shall seal with mastic any laps that were not thoroughly sealed. The membrane shall be smooth and free of wrinkles and there shall be no depressions in horizontal surfaces of the finished waterproofing. After placement, exposed edges of membrane sheets shall be sealed with a troweled bead of a manufacturer's recommended mastic, or two-part liquid membrane, or with sealing tape.

Sealing bands at joints between precast segments shall be installed prior to the waterproofing system being applied. Where the waterproofing system and sealing band overlap, the installation shall be planned such that water will not be trapped or directed underneath the membrane or sealing band.

Care shall be taken to protect and to prevent damage to the waterproofing system prior to and during backfilling operations. The waterproofing system shall be removed as required for the installation of slab mounted guardrails and other appurtenances. After the installation is complete, the system shall be repaired and sealed against water intrusion according to the manufacturer's instructions and to the satisfaction of the Engineer.

Replace the last paragraph of Article 540.06 Precast Concrete Box Culverts and replace with:

Handling holes shall be filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation nor project above the outside surface to the extent that may cause damage to the membrane. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar compatible with the membrane.

Method of Measurement. The waterproofing system will be measured in place, in square yards of the concrete surface to be waterproofed.

Basis of Payment. This work will be paid for at the contract unit price, per SQUARE YARD for MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES, and shall include all labor, equipment, materials, fabrication, submittals, installation, and any other appurtenances required to complete the work as specified herein and on the plans. Any overlap of membrane will not be measured for payment.

#### **HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT**

Where existing residential asphalt driveways are removed as identified on the plan or by the Engineer in the field, the removed driveway shall be restored with a minimum of 6" compacted aggregate base course, Type B (CA-6), Bituminous Material Prime Coat, and 3" Hot-Mix Asphalt Surface Course, Mix D, N50.

All work shall be performed in accordance with the applicable portions of the Standard Specifications. Written notification shall be given to all property owners a minimum of 48 hours prior to driveway removal. Access to all properties shall be maintained throughout the duration of construction by means of temporary aggregate in accordance with Articles 107.09 and 402.10 of the Standard Specifications. The temporary aggregate shall not be paid for separately, but shall be considered included with this pay item.

All grassed areas disturbed by the removal and replacement of this item shall be restored with a 4" depth of topsoil, furnished and placed, IDOT Class 1 lawn mixture seeding, fertilizer, and waterings, in accordance with the Standard

Specifications, and shall not be paid for separately but shall be considered included in the cost of the driveway removal and replacement.

Any excavation required for construction and the cost for placement of the minimum CA-6 stone will be considered included in the HMA driveway placement work. This work shall be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, which price will be payment in full for all labor, materials, equipment, and any appurtenances necessary for the HMA driveway removal, saw cutting, any excavation required for construction, subgrade preparation, proper disposal of material, aggregate base course, prime coat, HMA courses, topsoil, seed, fertilizer, and waterings, all as directed by the Engineer and as specified herein and on the plans.

#### **AGGREGATE FOR TEMPORARY ACCESS**

This section applies if the new driveway pavement is not placed the same working day as the driveway area is backfilled. This work shall consist of furnishing and placing crushed stone with a gradation number of CA-6, conforming to Article 1004.01 of the Standard Specifications, to maintain access to private property during the construction period. Aggregate for temporary access shall be constructed a minimum of 10" deep and sufficiently compacted/proof rolled to adequately support vehicular traffic.

The Contractor shall remove an appropriate depth of aggregate prior to the placement of new driveway pavement. Aggregate for temporary access will not be paid for separately but shall be included in the various contract items, and shall include materials, labor, equipment, transportation, placement, any excavation and haul off necessary for placement, compaction, maintenance, repair of depressions exceeding 4" which may, in the opinion of the Village or Engineer, cause a vehicle to bottom-out, removal of temporary aggregate, and any necessary haul-off for removal, disposal as needed, and any appurtenances required to complete the work as specified herein and on the plans. This work will not be paid for separately but shall be considered included in the various contract items.

#### **STEEL PLATE BEAM GUARDRAIL, TYPE B (SPECIAL)**

This item shall be used to install new guardrail in locations where no guardrail presently exists onsite. The work shall be performed in accordance with the Standard Specifications and per the details shown on the plans or at the direction of the Village or Engineer. The proposed guardrail shall be installed to accommodate any and all existing or proposed underground utilities, structures, et cetera. Work shall be paid for at the contract unit price, per FOOT for STEEL PLATE BEAM GUARDRAIL, TYPE B (SPECIAL), and shall include all labor, equipment, materials, fabrication, submittals, installation, and any other appurtenances required to complete the work as specified herein and on the plans. Any overlap of guardrail will not be measured for payment.

#### **RIVER ROCK**

This work shall consist of the furnishing and installation of a stone similar in color, shape, and gradation shown in the pictures below in accordance with Section 281 of the Standard Specifications for the installation of Riprap and Illinois Urban Manual for Rock Outlet Protection in the minimum depth specified by the standard. The cost of excavation below the finished grade of the channel to accommodate the installation of this item shall be included in the cost of this work. A sample of approximately two cubic feet of material shall be delivered to the work site at Duck Pond Lane, a minimum of two weeks prior to the start of construction at the location, for review and inspection by the Village and Engineer. The Village has the sole authority to reject the proposed material should it not meet the intent of the work.

The Contractor shall make any accommodation necessary to protect the trees to remain within the easement area of 470 Duck Pond Lane.



Work shall be paid for at the contract unit price per SQUARE YARD for RIVER ROCK, and shall include all labor, equipment, materials, tree protection, additional excavation below the proposed finished grade of the channel, hauling, disposal, geotextile fabric in accordance with the Illinois Urban Manual, submittals, samples, placement, and any other appurtenances required to complete the work as specified herein and on the plans.

### **RIFFLE STRUCTURES**

Description. This work shall consist of furnishing and installing aggregate Riffle structures where shown on the plans or as directed by the Engineer. This work shall conform to the applicable portions of the Grassmere Haverton Drainage Improvements and Wetland Mitigation plans and details.

Materials. Materials for Riffle structures shall be in accordance with the following.

- A. Filter fabric shall be in accordance with Section 282 of the Standard Specifications.
- B. Bedding material shall be in accordance with Section 281 of the Standard Specifications.
- C. Stone riprap shall be in accordance with Section 281 and Article 1005.01 of the Standard Specifications, except that all stone with gradation size A3 or larger shall be natural granite fieldstone. Limestone riprap and concrete riprap shall not be allowed. The riprap shall be reasonably free of shale and shaley stone. The stone shall be reasonably free of laminations, seams, cracks, and other structural defects or imperfections which may tend to destroy its resistance to weather and stream flows. The stone shall be naturally rounded in shape, and neither breadth nor thickness of a single stone shall be less than one-third

its length. Samples of the specified material shall be submitted to the Engineer for approval prior to delivery and installation.

- D. Boulders shall be stone gradation as depicted on the plans conforming to Section 1005 of the Standard Specifications. Each load of boulders shall be reasonably well graded from the smallest to the maximum size specified. Stones smaller than specified 10 percent size and spall will not be permitted in excess of 10 percent by weight of each load.
- E. Porous Granular Embankment shall be in accordance with the special provision for POROUS GRANULAR EMBANKMENT.

Samples of all materials shall be submitted to the Engineer for approval prior to delivery and installation.

Construction. Installation of the Riffle structures shall be completed by a contractor with experience constructing stream channels and stream features. Placement of all in-Riffles shall be supervised by the Engineer and shall be performed accordance with the details included in the plans and the following:

Slopes to be protected by boulders and rock shall be free of brush, trees, stumps, and other objectionable materials and shall be dressed to smooth surface. Soft or spongy material shall be removed to the depth shown on the plans or as directed by the Engineer and replaced with approved material. Filled areas will be compacted as specified in the Standard Specifications for embankments.

A. Riffle Installation:

- 1) Installation of Upstream Side Vanes shall be completed prior to placement of Riffle Rock.
  - a. All boulder layers shall be precisely positioned by Contractor and placed with an excavator to minimize gaps. Placing boulder layers by dumping into chutes or similar methods will not be allowed.
  - b. A bedding layer of STONE RIPRAP, CLASS A2 for upstream side vane shall be 10 inches in depth and shall be placed on top of FILTER FABRIC.
  - c. POROUS GRANULAR EMBANKMENT shall be used as backfill material and shall be spread over each layer of boulder placement prior to sequential boulder layer placement. Backfill shall be manually spread to fill gaps in and around placed boulders. Sequential boulder layers shall be positioned directly on placed boulders, minimizing backfill between boulder layers.
  - d. Footer Boulders (STONE RIPRAP, CLASS A5 (SPECIAL)) shall be placed first with the Header Boulders (STONE RIPRAP, CLASS A4 (SPECIAL)) placed upstream and overlapping the top 1/3 of the Footer Boulders prior to backfilling gaps and trench.
- 2) Installation of Downstream Side Vanes shall be completed after installation of Upstream Side Vanes and prior to placement of Riffle Rock:

- a. Header Boulder (STONE RIPRAP, CLASS A4 (SPECIAL)) layer shall be precisely positioned by Contractor and placed with an excavator to minimize gaps. Placing boulder layers by dumping into chutes or similar methods will not be allowed.
  - b. POROUS GRANULAR EMBANKMENT shall be used as backfill material and shall be manually spread to fill gaps in and around placed boulders.
- 3) Riffle Rock shall be STONE RIPRAP, CLASS A3 (SPECIAL) with POROUS GRANULAR EMBANKMENT backfill. Stone shall not be dropped from a height greater than 1 foot.
  - 4) Boulder layer thickness shall not be less than the spherical diameter of the D100 (W100) stone or less than 1.5 times the spherical diameter of the D50 (W50) stone, whichever results in the greater thickness. It shall not be less than 12 inches for practical placement.
  - 5) When boulders and backfill material are dumped under water, the Engineer shall be notified so that thickness of the layers will be increased and methods shall be employed that will minimize segregation.
  - 6) Boulders and Riffle Rock shall be placed on the prepared riffle area in a manner that will produce a reasonably well-graded mass of stone with minimum practicable percentage of voids. The entire mass of stone shall be placed so as to be in conformance with the lines, grades, and thicknesses shown on the plans.
  - 7) Boulders and Riffle Rock shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the underlying material. Placing of boulders and Riffle Rock in layers by dumping into chutes or by similar methods will not be permitted.
  - 8) Larger stones shall be well distributed and the entire mass of stone shall conform to the gradation specified by the Engineer. All materials going into riffle areas shall be placed and distributed so that there will be no large accumulations of either larger or smaller sizes of stone.
  - 9) It is the intent of these specifications to produce a fairly compact riffle area in which all sizes of material are placed in their proper proportions. Hand placing or rearranging of individual stones by mechanical equipment may be required to the extent necessary to secure the results specified.

Method of Measurement. Stone riprap will be measured for payment in tons. Filter fabric will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per TON for STONE RIPRAP, of the class (stone quality and gradation) specified (SPECIAL), at the contract unit price per SQUARE YARD for FILTER FABRIC, which prices shall constitute full compensation for furnishing all materials, labor, tools, equipment, and appurtenances necessary to complete work specified.

Earth excavation required for installation of the in-stream structures shall be paid for separately as EARTH EXCAVATION.

Porous granular embankment shall be paid for separately in accordance with the special provision for POROUS GRANULAR EMBANKMENT.

**TURF REINFORCEMENT MAT (TRM)**

This work consists of the installation of Western Green VMAX C350 Turf Reinforcement Mat, or equal as approved by the Village and Engineer, in the locations shown on the plans or as specified by the Engineer in the field. Each TRM shall be secured in place by Western Green Falcon Pins (HC-8), or equal as approved by the Village and Engineer, in accordance with the manufacturer specifications. The work shall be paid for at the contract unit price per SQUARE YARD for TURF REINFORCEMENT MAT and include all labor, materials, tools, equipment, fasteners, and any appurtenances necessary to complete the work as specified herein.

**EROSION CONTROL BLANKET**

This work consists of the installation of Western Green BIONET S75BN, or equal as approved by the Village and Engineer, in the locations shown on the plans or as specified by the Engineer in the field. Erosion control blanket shall be secured in place by Western Green Falcon Pins (HC-8), or equal as approved by the Village and Engineer, in accordance with the manufacturer specifications. The work shall be paid for at the contract unit price per SQUARE YARD for EROSION CONTROL BLANKET and include all labor, materials, tools, equipment, fasteners, and any appurtenances necessary to complete the work as specified herein.

**SEEDING, CLASS 4A**

This work consists of preparing the ground in areas to be seeded, fertilizing the areas to be seeded, and furnishing and placing the Seed, Class 4A, in areas disturbed due to construction at 470 Duck Pond Lane or in locations directed by the Engineer, the work shall be in accordance with the applicable portions of Section 250 of the Standard Specifications.

270 pounds of fertilizer nutrients per acre shall be applied at a 1:1:1 ratio as follows:

- |                                   |            |
|-----------------------------------|------------|
| 1. Nitrogen Fertilizer Nutrient   | 90 lb/acre |
| 2. Phosphorus Fertilizer Nutrient | 90 lb/acre |
| 3. Potassium Fertilizer Nutrient  | 90 lb/acre |

Watering shall be as specified in Article 252.08 of the Standard Specifications and shall be the Contractor's responsibility to guarantee the growth of the seed regardless of the number of waterings required.

Native grasses should not be mowed. All debris must be cleared upon completion of project.

The cost to clear debris shall be included in the cost of this item.

This work shall be measured in place and the area calculated in acres and shall be paid for at the Contract unit price bid per ACRE for SEEDING, CLASS 4A which shall be full compensation for all labor, equipment, fertilizer, and material to complete the work as specified in these special provisions.

## **PLANTING AND RESTORATION REQUIREMENTS**

Please see the planting plan set by Civiltech Engineering, Inc., for the requirements relating to trees and tree planting; seeding; live plants, planting perennial plugs, and protective planting enclosures; seeding and native seed; and watering.

- TREE, CARYA LACINIOSA (SHELLBARK HICKORY), CONTAINER GROWN, 3-GALLON
- TREE, JUGLANS CINEREA (BUTTERNUT HICKORY), CONTAINER GROWN, 3-GALLON
- TREE, AESCULUS GLABRA (OHIO BUCKEYE), 2" CALIPER, BALLED AND BURLAPPED
- TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2" CALIPER, BALLED AND BURLAPPED
- TREE, PLATANUS OCCIDENTALIS (SYCAMORE), 2" CALIPER, BALLED AND BURLAPPED
- TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED
- TREE, QUERCUS MACROCARPA (BUR OAK), 2" CALIPER, BALLED AND BURLAPPED
- TREE, QUERCUS PALUSTRIS (PIN OAK), 2" CALIPER, BALLED AND BURLAPPED
- TREE, TILIA AMERICANA (AMERICAN LINDEN/ BASSWOOD), 2" CALIPER, BALLED AND BURLAPPED
- TREE, LARIX LARICINA (AMERICAN LARCH), 2" CALIPER, BALLED AND BURLAPPED
- TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 2" CALIPER, BALLED AND BURLAPPED
- SEEDING, CLASS 4 (SPECIAL)
- SEEDING, CLASS 4A (MODIFIED)
- SEEDING, CLASS 4B (SPECIAL)
- SEEDING, CLASS 4B (MODIFIED)
- PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG
- SUPPLEMENTAL WATERING

## **DCEO TEMPLATE FORMS – \*\*INCLUDE IN SEALED BID\*\***

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.

**ATTACHMENT A**

**RESPONSIBLE BIDDER AFFIDAVIT**

This BIDDER submits the following Affidavit as part of our proposal in accordance with the DCEO Grant Compliance items set forth herein.

**This project is being supported, in whole or in part, by DCEO FUNDING AGREEMENT #24-413046.**

That the bidder agrees to and shall comply with the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended, by Executive Order 11375.

The bidder further agrees to and shall comply with the following State of Illinois provisions and laws which apply to this DCEO Project:

<b>DCEO GRANT COMPLIANCE ITEMS</b>	
Prevailing Wages (Davis-Bacon Act) (820 ILCS 130/0.01 et seq.)	
Steel Products Procurement (Domestic Steel) (30 ILCS 565 et. seq.)	
Compliance with Business Enterprise Program Goal (30 ILCS 575/0.01; 775 ILCS 5/2-105)	<b>28%</b>
Illinois Works Jobs Program Act (820 ILCS 130/0.01 et seq.)	
Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25)	
Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.)	
Bribery (30 ILCS 500/50-5))	
Bid Rigging (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4)	
Forced Labor Act (30 ILCS 583)	
Goods from Child Labor Act (30 ILCS 584)	

<b>PAY REQUEST DOCUMENTATION REQUIREMENTS</b>
Certified Payrolls (Illinois Public Act 94-0515)
Lien Waivers
Contractor's Affidavits
BEP Partial Waiver / Final Waiver
Illinois Works Job Programs Acts Documents

I am an authorized signer on behalf of the bidder, and I have read and understand the requirements for this project and that I agree to comply with the requirements set forth herein.

\_\_\_\_\_  
BIDDER Authorized Signature

\_\_\_\_\_  
Date

ATTACHMENT B

BIDDER BUSINESS ENTERPRISE PROGRAM ACT UTILIZATION FORMS

This BIDDER submits the following Utilization Plan as part of our proposal in accordance with the requirements of The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (ACT) (30 ILCS 575). We understand that compliance with this Act is required as part of this plan for the project designated as the **GHO Project Village of North Barrington**.

*[IF NECESSARY, ATTACH ADDITIONAL SUBCONTRACTOR AND SUPPLIER FORMS]*

This BIDDER makes the following assurance and agrees to include the assurance in each contract with a contractor, subcontractor or supplier utilized on this plan: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure to carry out these requirements is a material breach of this plan, which may result in the termination of this plan or such other remedy, as the OWNER deems appropriate.

Contractor's person responsible for compliance:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

We submit one (1) of the following statements:

- We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- We attach Section I to demonstrate our plan fully meets the BEP utilization goal of \_\_\_\_% through subcontracting.

\_\_\_\_\_  
BIDDER Authorized Signature

\_\_\_\_\_  
Date

In accordance with the Instructions to Bidders, OWNER reserves the right to conduct, during the evaluation of bidders, such additional investigations as it deems necessary to establish the responsibility, qualifications, and ability of subcontractors, suppliers, individuals, or entities name above to perform the work. This may include, but is not limited to, requests for the submittal of a Bidder's Work History Form and Bidder's Organizational Experience and Workload Form for any subcontractor, supplier, individual, or entity name above. Bidder shall, in accordance with the Instructions to Bidders, promptly and in a timely manner submit such information and data as OWNER may request to conduct such investigations.

**ATTACHMENT C**

**Section I  
Utilization of Certified Vendors**

1) To achieve the BEP utilization goal through contracting, the following is proposed:  
Contractor's person responsible for compliance:

Subcontractor/Supplier: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

At the time of submission, the above certified vendor is:

- Certified with the CMS Business Enterprise Program (BEP):  MBE  WBE  WMBE  PBE
- Meets the criteria and has submitted an application for certification with BEP

2) A detailed description of the work/services to be done by this certified vendor is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) The total estimated cost of the work to be contracted/subcontracted to the Certified Subcontractor is \$\_\_\_\_\_, or \_\_\_\_\_% of the total cost of the CONTRACT.

4) NOTE: The Prime CONTRACTOR must indicate the percentage of the estimated contract award that will be subcontracted to the Certified MBE/WBE Subcontractor.

5) A joint venture agreement is not required as the arrangement between \_\_\_\_\_ and \_\_\_\_\_ is that of contractor and subcontract and not a joint venture.

6) The CONTRACTOR has not prohibited or otherwise limited \_\_\_\_\_ (Certified Subcontractor) from providing contractor/subcontractor quotes to other potential Bidders.

We understand that DCEO may require additional information to verify our compliance, and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including invoices, canceled checks, books of account, and time records.

\_\_\_\_\_  
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 \_\_\_\_\_ )<sup>ss</sup>

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 FUNDS**

**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	<input type="text"/>	NOFO Number (if known)	<input type="text"/>
Grant Number (if known)	<input type="text"/>	Grant Term (if known)	<input type="text"/>
Project Description	<input type="text"/>		
Estimated Total Project Cost	<input type="text"/>	Estimated Project Term	<input type="text"/>

1. 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.

\*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).

Institution/Organization Name:

Printed Name (Executive Director or equivalent):

Title (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date/Time Field

**2. State Agency Acknowledgement:**

State Agency

Printed Name

Title

Signature:

Date/Time Field

**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.ILWorks@illinois.gov](mailto:CEO.ILWorks@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.

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# DIVISION I

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## GENERAL REQUIREMENTS AND COVENANTS

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**SECTION 1. DEFINITION OF TERMS**

**1-1 DESCRIPTION**

When a standard specification number is used in the Specifications it shall be taken to mean the latest revision of that Standard Specification at the time of the Bid.

Whenever in the specifications and Contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

**1-2 ABBREVIATIONS**

The following organizations are referred to in this specification by abbreviations of the titles. Additional information noted but not detailed can be obtained from these organizations by writing to them.

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
ASSHTO	The American Association of State Highway and Transportation Officials 917 National Press Building Washington, D.C. 20004
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, Colorado 80235
NSF	National Sanitation Test Laboratory Foundation Box 1478 Ann Arbor, Michigan
ANSI	American National Standards Institute 1430 Broadway New York, New York 10018
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764
FHWA	Federal Highway Administration DOT Building, 400 Seventh St., S.W. Washington, D.C. 20590
OSHA	Occupational Safety and Health Act
MWRDGC	The Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street Chicago, Illinois 60611

REL Robinson Engineering, Ltd

ISO Insurance Services Office

**1-3 ADDENDA**

Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Documents, Drawings, and Specifications by additions, deletions, clarifications or corrections.

**1-4 AWARD**

The decision of the Owner to accept the proposal of the lowest responsive, responsible bidder for the work, subject to the execution of and approval of a satisfactory Contract therefore, and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

**1-5 BASE COURSE**

The layer or layers of specified or selected material of designed thickness placed on a sub-base or a subgrade to support the surface course.

**1-6 BITUMINOUS PAVEMENT**

A pavement structure which maintains intimate contact and distributes loads to the subgrade and depends upon aggregate interlock particle friction and cohesion for stability, and a pavement structure which includes a bituminous concrete surface course over a bituminous concrete base course or a portland cement concrete base course.

**1-7 BIDDER**

Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

**1-8 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 such of the following document parts as may be utilized. These document parts so utilized will be as fully part of the Contract as if therein set out verbatim, or, if not attached, as if attached thereto. The controlling order of priority for these documents on the project is as follows (e.g., A is controlling over B-N, etc.):

- A. Supplemental Agreements (Change Order)
- B. Addenda
- C. Special Conditions of Contract
- D. General Conditions of Contract
- E. Special Provisions to the Specifications
- F. Detailed Specifications
- G. Complete Project Plans or Drawings
- H. General Specifications
- I. Contract
- J. Contractor's Contract Bond
- K. Contractor's Proposal
- L. Notice to Proceed
- M. Notice of Award
- N. Notice to Bidders

**1-9 CONTRACTOR**

The Bidder awarded the Contract for the Work.

**1-10 CONTRACT BOND**

The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the Work in accordance with the terms of the Contract.

**1-11 CORPORATION**

With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the State of Illinois for projects in Illinois and in the State of Indiana for projects in Indiana.

**1-12 CULVERT**

A drainage structure extending across and beneath a traveled way and having a tubular or box-type cross-section open on both ends.

**1-13 ENGINEER**

ROBINSON ENGINEERING, LTD. or an engineer of a municipality, including such assistants as are authorized to represent them, who represents the Owner during the construction phase activities of the Work.

**1-14 FORCE MAIN**

A pipe constructed or used to carry sewage under pressure.

**1-15 ENGINEERING OBSERVER**

The authorized representative of the Owner or of the Engineer assigned to observe the progress of the Work to determine only if the Work is proceeding in accordance with the technical plans and specifications.

**1-16 LABORATORY**

An established testing laboratory approved by the Engineer.

**1-17 MANHOLE**

A vertical enclosed structure providing access to a pipe line or other structure.

**1-18 NOTICE TO BIDDERS**

The official notice, included in the proposal form, inviting bids for the proposed improvement, including a brief description of the Work.

**1-19 OWNER**

The Village, City, Town, Sanitary District, or other governmental body, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers or employees. The Department as referenced in the State Specifications.

**1-20 PAVEMENT STRUCTURE**

The combination of sub-base, base course and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

**1-21 PLANS**

All official drawings or reproductions of drawings pertaining to the Work provided for in the contract.

**1-22 PLUMBING**

Plumbing shall be as defined in the latest adopted Illinois State Plumbing Code, copies of which are available from the Illinois Department of Public Health, Division of Engineering and Sanitation, 535 West Jefferson Street, Springfield, Illinois 62706.

**1-23 PROPOSAL (BID)**

The written offer of the Bidder to perform the proposed Work.

**1-24 PROPOSAL GUARANTY**

The security designated in the proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the Owner for the acceptable performance of the Work and will furnish the required Contract Bond, if the Work is awarded to him.

**1-25 RAILROAD**

The Railroad or Railway Company whose property is involved in the Work.

**1-26 RIGHT-OF-WAY AND EASEMENTS**

The areas owned, or acquired by permanent easement; also, the areas acquired by temporary easement during the time the easement is in effect.

**1-27 SEWER, COMBINED**

Any sewer constructed or used for the purpose of carrying both storm water and waterborne wastes to a treatment facility.

**1-28 SEWER, SANITARY**

Any sewer constructed or used for the purpose of carrying waterborne wastes to a treatment facility.

**1-29 SEWER, SERVICE**

A branch sanitary sewer line constructed from the main sanitary sewer line to a point described in the Special Provisions or Plans or to a point established by the Engineer.

**1-30 SEWER, STORM**

A sewer constructed or used for carrying storm water or sub-surface water to a storm water outlet.

**1-31 SPECIAL PROVISIONS**

Specific directions, provisions, requirements and revisions of the Specifications peculiar to the Work under consideration which are not satisfactorily provided for in the Specifications. The Special Provisions set forth the final contractual intent as to the matter involved. The Special Provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

**1-32 SPECIFICATIONS**

The body of directions, provisions and requirements contained herein, or in any supplement to this document referred to in the Special Provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities or the quality of materials to be furnished under the contract.

**1-33 STATE SPECIFICATIONS**

IDOT, Standard Specifications for Road and Bridge Construction, latest edition at the time of Bid. This book outlines the general requirements and covenants to all improvements, as well as provisions relating to materials, equipment and construction requirements for individual items of work.

**1-34 SUBCONTRACTOR**

The individual, firm, partnership or corporation to whom the Contractor, with the written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the Work covered by the contract.

**1-35 SUB-BASE**

The layer or layers of specified or selected material of designed thickness placed on a sub-grade to support a base course.

**1-36 SUB-GRADE**

The top of surface of a roadbed upon which the pavement structure and shoulders are constructed.

**1-37 SUPPLEMENTAL AGREEMENT**

The written agreement executed by the Owner and the Contractor, with the assent of the Contractor's surety, covering modifications or alterations of the terms of the original Contract.

**1-38 SUPPLIER**

Any person or organization who supplies materials or equipment for the Work including that fabricated to a special design.

**1-39 SURETY**

The corporate body, individual or individuals which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the Work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

**1-40 SURFACE COURSE**

One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "wearing course".

**1-41 WATER MAIN**

A pipe constructed or used to carry potable water under pressure.

**1-42 WATER SERVICE LINE**

That line connected to the water main, which delivers potable water to the user's facilities.

**1-43 THE WORK**

The improvement advertised for bids, described in the Proposal form, indicated on the Plans and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof.

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1 CONTENTS OF THE PROPOSAL FORM**

Bidders will be furnished with forms stating the location and description of the Work contemplated, the approximate quantities of Work to be performed, the amount of the Proposal Guarantee, requirements pertaining to labor, and the date, time and place of filing and opening Proposals. All documents bound with or attached to the proposal shall be considered a part thereof, and shall not be detached or altered.

### **2-2 INTERPRETATION OF ESTIMATE OF QUANTITIES**

An estimate of quantities of Work to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the award of the Contract. The Owner and Engineer do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the Work.

Payment will be based on the actual quantities of Work performed in accordance with Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items as provided in Section 4-3.

### **2-3 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK**

The bidder shall, before submitting his bid, carefully examine the Proposal, Plans, Specifications, Special Provisions, and form of Contract and bond. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The Owner or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Plans or Special Provisions include information pertaining to sub-surface exploration, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The Owner or Engineer assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated developments may not occur.

When the Plans or Special Provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The Owner or Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information, shown on the Plans relative to the location of underground utility

facilities. It shall be the Contractor's responsibility to obtain from the respective utility companies detailed information relative to the location of their facilities and the work schedules of the utility companies for removing or adjusting them.

#### **2-4 ENGINEER'S ESTIMATE**

The Engineer's "Estimate of Cost" as prepared for the Owner for the work to be completed under this contract may or may not be available to the Bidders at the discretion of the Owner or the Engineer. If the "Estimate of Cost" is available, it shall be given to all prospective bidders upon request.

#### **2-5 PREPARATION OF THE PROPOSAL**

The Bidder shall submit his Proposal on the form furnished by the Owner. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a Bid on more than one alternate for each item is not required, unless the Special Provisions provide otherwise. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; he shall show the products of respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder, which shall be written with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm, joint venture, or partnership, the name and post office address of each member of the firm, joint venture, or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, certified to by the secretary.

#### **2-6 MULTIPLE BIDS**

If multiple Bids are to be received, bidding shall be in accordance with the instructions in the Special Provisions.

#### **2-7 REJECTION OF PROPOSALS**

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or proposals otherwise regular which are not accompanied by the proper proposal guaranty shall be rejected as informal or insufficient. However, the Owners reserve the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the Owner.

**2-8 PROPOSAL GUARANTY**

Each proposal shall be accompanied by a bid bond, bank draft, bank cashier's check, or properly certified check for not less than ten per cent (10%) of the amount Bid unless otherwise specified in the Special Provisions.

If a multiple Bid is submitted, the bid bond, bank draft, bank cashier's check, or certified checks, which accompany the individual Proposals making up the combination, will be considered as also covering the multiple Bid.

See Paragraph 3-3 regarding return of Proposal Guaranty.

The bid bond, bank draft, cashier's checks, or certified checks accompanying Proposals shall be made payable to the Owner.

**2-9 DELIVERY OF PROPOSALS**

Proposals shall be delivered prior to the time and at the place indicated in the notice to bidders. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Bidders.

**2-10 WITHDRAWAL OF PROPOSALS**

Permission will be given a Bidder to withdraw a Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same Work at the same letting.

**2-11 WITHDRAWAL OF PROPOSAL GUARANTY**

See Paragraphs 3-2 and 3-3 on award of Contract and return of Proposal Guaranty.

**2-12 PUBLIC OPENING OF PROPOSALS**

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

### **2-13 DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and rejection of his Proposal.

- A. More than one Proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- D. Failure to submit a unit price for each item of Work listed in the Proposal.
- E. If the Proposal form is other than that furnished by the Engineer or if the form is altered or any part thereof is detached.
- F. If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- G. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- H. If the Proposal is not accompanied by the proper proposal guaranty.
- I. If the Proposal is prepared with other than ink or typewriter.
- J. Lack of competency as revealed by financial statement or experience questionnaire.
- K. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- L. Uncompleted work, which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work.
- M. False information provided on a Bidder's "Contractor's Statement."
- N. Failure to comply with any prequalification regulations of the Owner.
- O. Default under previous contracts.

### **2-14 COMPETENCY OF BIDDERS**

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Owner within two (2) weeks after request, with satisfactory evidence of his competency to perform the Work contemplated. When requested, he shall submit to the Owner a

financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a proposal, and shall do so within the same two weeks from the time of request.

Before an award is made, the Bidder may, at the option of the Owner be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

#### **2-15 MATERIAL SUBSTITUTIONS**

If restrictions of any governmental authority prohibit the use of certain items that are required by the Plans and Specifications, substitution for such items will be determined by the Owner.

Each Bidder shall base his bid on the furnishing of all items exactly as shown on the Plans and as described in the Specifications. The successful Bidder will not be authorized to make any substitutions on his own volition, but in each and every case must obtain a properly authorized change order from the Owner on his Contract before installing any work in variance with the Contract requirements.

#### **2-16 CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner and Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

#### **2-17 STATUS OF RIGHT-OF-WAY, EASEMENT AND CONSTRUCTION EASEMENT ACQUISITION**

Each bidder is instructed to fully acquaint himself with the status of the right-of-way, easement and construction easement acquisition at the time of submission of his proposal and the possibility of the acquisition of the parcels remaining to be acquired, if any, in time so as not to interfere with the progress of his work under this contract, and the owner shall not be liable to any damage that may occur to him for any and all delay through delay of the owner in securing the necessary right-of-way, easement and construction easement.

The owner agrees that it will make every effort to acquire any right-of-way, easement and construction easement with all speed and diligence possible.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

#### **3-1 CONSIDERATION OF PROPOSALS**

The proposals received will be compared on the basis of the summation of the products of the items of Work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the Owner will, in addition to considering the amounts stated in the Proposals, take into consideration the responsibility of the various Bidders as determined from a study of the data required under the previous article and from other investigations, which the Owner may elect to make.

#### **3-2 AWARD OF CONTRACT**

Except in cases where the Owner exercises the right reserved to reject any or all Proposals, the Contract will be awarded by the Owner, as soon as practicable after the opening of Proposals.

Unless otherwise specified, if a Contract is not awarded within forty- five (45) days after the opening of Proposals, a Bidder may file a written request with the Owner for the withdrawal of his bid or award date may be extended by mutual consent of the Owner and Bidder. The Owner will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's Proposal Guaranty.

#### **3-3 RETURN OF PROPOSAL GUARANTY**

The Proposal Guaranties of all except the two lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two lowest Bidders will be returned as soon as the Contract and Bond of the successful bidder have been properly executed and approved.

If Contracts cannot be awarded promptly, the Owner shall permit the two (2) lowest Bidders to substitute for the bank cashier's checks, or certified checks which they may have submitted with their Proposals as Proposal Guaranties, a bid bond executed by a corporate surety company satisfactory to the Owner, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening Proposals.

#### **3-4 REQUIREMENT OF CONTRACT BOND**

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Owner a surety bond for the full amount of the Contract. The form of bond shall be that furnished by the Owner, and the surety shall be acceptable to the Owner.

**3-5 EXECUTION OF THE CONTRACT**

The contract shall be executed by the successful Bidder. The bond, when required, shall be executed by the principal and the sureties, and executed Contract and Contract Bond shall be presented to the Owner within fifteen (15) days after the date of notice of the award of the Contract.

Each Contract must be executed in three (3) original counterparts, and there shall be executed original counterparts of the Contract Bond in equal number to the executed original counterparts of the Contract. One (1) copy each of such executed documents will be retained by the Owner and the Engineer, the third will be delivered to the Contractor.

**3-6 FAILURE TO EXECUTE CONTRACT**

Failure on the part of the successful Bidder to execute a Contract and an acceptable Contract Bond and acceptable insurance certificates as provided herein, within fifteen (15) days from the date of receipt of Contract documents from the Owner will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Owner, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

## **SECTION 4. SCOPE OF WORK**

### **4-1 INTENT OF THE PLANS AND SPECIFICATIONS**

The intent of the contract is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the contract, plans and specifications. 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 several units of work. Contractor shall be solely responsible for all safety procedures and safety violations. The quantities appearing in the bid schedule of prices are estimates prepared for the establishment of pay item prices and the comparison of bids. Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased, or omitted as herein provided.

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.

The latest edition of the State Specifications and Standard Specifications for Water and Sewer Construction in Illinois shall be the basis and govern this contract unless otherwise provided by special provision or exception.

### **4-2 SPECIAL WORK**

Should any construction or requirement not covered by the Specifications be anticipated on any proposed Work, Special Provisions for the same will be prepared and included in the Proposal form, which Special Provisions shall be considered as a part of the Specifications the same as though contained fully herein.

### **4-3 CHANGES**

The Owner reserves the right to make, in writing, at any time during work, changes in quantities, 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 Owner 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 of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Owner before work is started. Such authorizations shall set up the items of 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 (C) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid 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 or reduced to not less than 75 percent 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 shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent 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 Section 9-4.

#### **4-4 PERIODIC AND FINAL CLEANUP**

From time to time or as may be ordered by the Owner and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the Owner, the Work may be done by the Owner and the cost thereof be charged to the Contractor and be deducted from his Contract price. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanlike manner, ready for use and satisfactory to the Owner.

All Cleanup shall be performed as specified in the various sections of these Specifications or in the Special Provisions.

**4-5 LUMP SUM CONTRACTS**

On lump sum Contract, when specified in Special Provisions, or Contracts containing lump sum items, the lump sum contract price shall include the furnishing and installation of all Work described in the Specifications and/or shown on the Plans.

**4-6 LOCAL ORDINANCES AND REGULATIONS**

The Contractor shall keep himself fully informed of all existing laws, ordinances, and regulations of the municipality affecting the work and/or material of this Contract. If any inconsistency is discovered between the Plans, Specifications and those covered by local municipal laws, ordinances, or regulations, it shall be reported to the Owner and Engineer.

**4-7 PREFERENCE TO VETERANS**

Attention is called to assure compliance with Illinois Revised State Chapter 126 Section 23. Preference to veterans upon public works: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who were engaged in the military or naval service of the United States in time of war".

## **SECTION 5. CONTROL OF THE WORK**

### **5-1 PLANS AND WORKING DRAWINGS**

The Contractor shall submit to the Engineer such shop, working, or layout drawings pertaining to the construction of the Work, as may be required. These drawings shall be reviewed by Engineer for general conformance with the design concept only. This review by the Engineer does not relieve the Contractor and/or fabricator/vendor of responsibility for conformance with the Contract documents (see 1-8) and applicable codes, all of which have priority over these shop, working and layout drawings. Corrections or comments made on the shop drawings by the Engineer during this review process do not relieve the Contractor from compliance with the requirements of the Contract documents (1-8) and applicable codes.

When the Contract includes Work adjacent to a railroad and false work, cofferdams, or sheeting is required, the Contractor shall submit to the Engineer for his approval and the Railroad Engineer's approval, plans for the false work, cofferdams, or sheeting by a Registered Structural Engineer. It shall be the responsibility of the Contractor to contact the railroad to determine how to meet their requirements. The cost of meeting those requirements shall be borne by the Contractor. The plans shall be submitted sufficiently in advance of the time the Contractor intends to start work to permit checking. No such work shall be started prior to receipt by the Contractor of approval of the Plans for the false work, cofferdams, or sheeting.

The cost of furnishing such Drawings shall be incidental to the contract and no additional compensation will be allowed the Contractor for any delays resulting therefrom.

### **5-2 CONFORMITY WITH PLANS AND SPECIFICATIONS**

It is the intent of the Specifications that all Work performed and all materials furnished shall be in conformity with the lines, grades, cross section, dimensions and material requirements shown on the Plans or indicated in the Specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the Engineering Plans and technical Specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

### **5-3 COORDINATION OF COMPONENT PARTS OF THE CONTRACT**

The Specifications, the accompanying Plans, the Proposal, the Special Provisions, and all other contract documents are intended to describe a complete Work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, figured dimensions shall govern over scaled dimensions, Plans shall govern over Specifications, Special Provisions shall govern over both Specifications and Plans, and quantities shown on the plans shall govern over those shown in the

Proposal. Neither the Owner, Engineer, nor the Contractor shall take advantage of any apparent error or omission in the Plans or Specifications, and the Owner shall be permitted to make such minor changes or alterations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. Any corrections or alterations so made shall be subject to the provisions of Section 4-3.

#### **5-4 COOPERATION BY CONTRACTOR**

The Contractor will be furnished necessary copies of the Plans and Special Provisions, and he shall have one copy of each available on the work at all times during its prosecution. He shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the Owner and Engineer in every way possible. He shall have on the Work site at all times a competent, English-speaking representative authorized to receive orders and act for him and shall not replace him without prior written notification to the Owner.

#### **5-5 UTILITIES**

Not all of the gas, power, telephone or cable television lines, whether above or below ground, have been shown on the drawings. The location of existing underground utilities, such as water mains, sewers gas mains, etc., as shown on the drawings, have been determined from the best available information and are given for the convenience of the Contractor. The Contractor must assume responsibility for location and protection of all utilities, whether shown or not, and must realize that the actual locations of the utilities shown on the drawings may be different from the location indicated.

It is the responsibility of the Contractor to phone the Joint Utility Locating Information for Excavators (J.U.L.I.E.) at least 48 hours before excavation starts (except Saturday, Sunday and Holidays) phone toll free 1-800-892-0123. The Contractor shall also be responsible for having the "Dig Number" assigned as a result of the phone request available at the construction site and at his office.

It is understood and agreed that the Contractor has considered in his Proposal all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances of the operation of moving them either by the utilities company or by the Contractor; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.

#### **5-6 COOPERATION BETWEEN CONTRACTORS**

If separate contracts are let for Work comprising an entire improvement, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors.

The Contractor shall as far as possible arrange his Work, and 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 improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. In case of dispute, the latest approved progress schedule shall govern.

**5-7 CONSTRUCTION STAKES**

Construction stakes and/or paint will be furnished and set by the Engineer to mark the general location, alignment, elevation and grade of the Work. The Contractor shall exercise proper care in the preservation of stakes set for his use or the use of the Engineer. The Contractor shall pay for the cost of replacing stakes damaged by his operation or those stolen by others.

**5-8 AUTHORITY AND DUTIES OF OBSERVERS**

Observers employed by the Owner or by the Engineer shall be authorized to observe the progress of the Work to determine if the Work is proceeding in accordance with the technical Plans and Specifications, and to perform such other duties as may be designated by the Engineer. However, the Engineer shall not be responsible for the construction means, methods, techniques, sequences or safety procedures and precautions in connection with the work by the contractors.

**5-9 ENGINEER'S FIELD OFFICE AND/OR LABORATORY**

When required by the Special Provisions, the Contractor shall furnish a field office and laboratory. The field office and/or laboratory shall be a weatherproof building for the exclusive use of the Engineer. It shall be independent of any building used by the Contractor. All keys to the building shall be turned over to the Engineer. The Engineer shall designate the location of the building and it shall remain on the site until released by the Engineer.

**The building shall conform to the following requirements:**

- Floor space, not less than ..... 120 square feet
- Height of ceiling, not less than..... 8 feet
- Windows, not less than ..... 3
- Door, with lock approved by the Engineer ..... 1
- Instrument locker, 2 feet x 3 feet x 4 feet, with adjustable shelves
- Hinged wall table ..... 3 feet x 6 feet

The Contractor shall provide lights, heat, and when electric power is available, summer air conditioning for the building. The conditions shall be acceptable to the Engineer.

When shown on the plans or specified in the Special Provisions, the Contractor shall furnish two (2) buildings conforming to the above requirements, one to be used as a field laboratory, and each to be located where designated by the Engineer.

With the approval of the Engineer, a mobile building or buildings of approximately the same dimensions and having similar facilities may be substituted for the above described building or buildings.

The cost of furnishing the building or buildings, light, heat, and air conditioning shall be paid for at the contract lump sum price for "FIELD OFFICE AND/OR LABORATORY". The office and/or laboratory shall remain the property of the Contractor when the Work is completed.

#### **5-10 CONSTRUCTION OBSERVATION**

All materials and each part or detail of the Work may be subject at all times to observation by the Engineer and the Owner, or their authorized representatives, and the Contractor will be held strictly to the true intent of the Contract documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply whether mill, plant or shop. The Engineer, or his representatives, 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 his observations and construction review. The duty of the Engineer to conduct observations and construction review of the Contractor's performance shall not include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Engineer shall not at any time supervise, direct, or have control over any contractors' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any Contractor to comply with laws and regulations applicable to contractors' work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. Engineer shall have no authority to stop the work of any contractor on the Project. The Engineer's efforts will be directed toward providing assurance for the Owner that the completed project will conform to the Plans and Specifications as prepared by the Engineer, to safeguard the Owner against variances and deviations from the Plans and Specifications, and to assist in a correct interpretation of the Plans and Specifications.

The Engineer shall not have control of the construction and does not have a right, duty or responsibility to stop work for any reason including any contractor's failure to follow proper safety precautions or any acts or omissions. The Engineer shall not be responsible for the acts, errors or omissions of any contractor or any of their agents or employees or any other person performing any of the Work under the Contract.

The Contractor shall, upon written notice from the Owner, remove or uncover such portions of the finished Work as he may direct, before the final acceptance of the same. After examination, the Contractor shall restore said portion of the Work to the standard required by the Contract documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as Extra work, unless otherwise provided in the Contract documents, but if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract documents shall be borne by the Contractor.

The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Any reference to "supervision" by the Engineer in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction or any other referenced documents shall be changed to "observation."

When the State and/or Federal Government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the observation of the representatives of those Governments, but such observation shall in no sense make those Governments a part of the Contract.

#### **5-11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

Work done without lines and grades being given, or beyond the lines shown on the Plans or as given, except as herein provided, or any extra work done without authority will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Work so done may be ordered by the Owner to be removed or replaced at the Contractor's expense.

All work, which has been rejected, shall be remedied or removed and replaced so as to comply with the Plans and Specifications by the Contractor at his own expense. Upon failure on the part of the Contractor to comply promptly with any order of the Owner made under the provisions of this article, the Owner shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from the contract price due or become due to the Contractor.

#### **5-12 FINAL ACCEPTANCE**

The Engineer shall make final acceptance of all Work included in the Contract, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Engineer, he shall inform the Contractor in writing as to the particular defects to be remedied before final acceptance can be made.

The Contractor shall be relieved of normal maintenance responsibilities for any sections of the work, which are completed and accepted by the Owner prior to project completion. For the remainder of the Work, the guarantee period shall be as stated in Section 7-16.

When the Contract includes work for which the County, State and/or Federal Government is to pay a portion of the cost thereof, such work shall also be subject to the inspection and approval of the representatives of those governments.

**5-13 PUBLIC CONSTRUCTION BID ACT, 30 ILCS 557/1**

It is agreed that the Public Construction Bid Act, 30 ILCS 557/1, shall not be applicable to this contract pursuant to the home rule powers of the community.

## **SECTION 6. CONTROL OF MATERIAL**

### **6-1 QUALITY OF MATERIALS**

It is the intent of the Specifications that first-class materials shall be used throughout the Work, and that they shall be incorporated as to produce completed construction, which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of samples of all test material shall be borne by the Contractor. The cost of all testing shall be borne by the Owner. Only materials, which conform to the requirements of these Specifications, shall be incorporated in the Work.

### **6-2 DEFECTIVE MATERIALS**

All materials not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any written order of the Owner pursuant to the provisions of this article, the Owner shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due to become due the Contractor.

### **6-3 TESTING MATERIALS**

All materials should be 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 observations.

### **6-4 SAND, GRAVEL AND CRUSHED STONE**

The source of sand, gravel and crushed stone construction shall be approved by the Engineer prior to usage. The approval shall be based upon testing of samples furnished by the Contractor and tested by the Engineer for conformance with Specifications. Approval shall be contingent upon the Contractor using materials on the job, which conform with the samples satisfactorily tested.

### **6-5 CONCRETE**

Samples of concrete used in construction shall be taken by the Contractor and made into test cylinders in conformance with ASTM C31. The Owner shall provide the services of an independent testing laboratory to collect and test the cylinders in conformance with ASTM C39, and furnish a copy of test results to the Engineer. Any concrete, which tests indicate failed to conform to the Specifications, shall be removed and replaced at Contractor's expense. At the option of the Owner, the concrete may be accepted and agreed upon adjustment in payment.

#### **6-6 MISCELLANEOUS MATERIALS**

Fittings, valves, castings, hydrants, house service pipes, masonry blocks, bricks, manhole sections or other miscellaneous manufactured materials used in water and sewer construction shall be furnished with the implied guarantee that such materials conform with the requirements of the Specifications. The Engineer reserves the right to require a certified statement from the manufacturer of such materials that the specific materials have been inspected and tested and conform with the Specifications.

#### **6-7 JOB SITE OBSERVATION**

Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials, which have been damaged or have visible flaws. The Engineer also reserves the right to make such observation, but failure to detect irregularities does not relieve the Contractor of responsibility to remove and replace materials, which are found to be defective after installation.

#### **6-8 STORED MATERIALS**

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the Work. All stored materials shall 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 right-of-way for storage of materials. If stockpiling is done outside the right-of-way, the additional space required shall be provided by the Contractor at his expense.

#### **6-9 "OR EQUAL" CLAUSE**

Whenever, in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer, or vendor, the term "or equal", if not inserted shall be implied except where the Proposal provides for alternate bids. The specific article, materials, or equipment mentioned shall be understood as indication of the type function, minimum standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to an Owner's approval of materials and equipment before they are incorporated in the project.

**SECTION 7. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**7-1 LAWS TO BE OBSERVED**

The Contractor shall at all times observe and comply with all Federal laws, State laws, County laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or decrees as exist at the time Bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these laws, ordinances and regulations.

The Contractor shall indemnify and save harmless the Owner, the Engineer, and all of their officers, agents, employees and servants against any claim or liability, including legal fees, arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by themselves or their employees.

**7-1.01 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Owner and REL and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

Contractor shall defend, indemnify and hold harmless Owner, REL, and their respective officers, agents and employees from and against all claims, damages, losses, costs and expenses arising out of, relating to, or incurred in connection with the use by Contractor, its officers, agents, subcontractors and employees of any equipment, materials, tools, construction equipment, machinery, and/or motor vehicles owned or leased by Owner. The indemnification provided by this Section shall apply regardless of whether Owner consents to the use of equipment by Contractor.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its subcontractors will designate Owner and REL as intended third party beneficiaries of that contract. Contractor hereby agrees to specifically label Owner and REL as an "intended third party beneficiaries" in all contracts entered in furtherance of this contract.

## **7-2 INSURANCE REQUIREMENTS**

### **7-2.01 GENERAL**

The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the contract the insurance coverage specified in 7-2.02 MINIMUM INSURANCE REQUIREMENTS.

The Contractor shall not commence work under the Contract until all the insurance required by this section or any Special Provisions has been obtained. The insurance companies must be authorized to do business in the State of Illinois for Work in Illinois and the State of Indiana for Work in Indiana.

The insurance companies providing coverage shall be rated in the Best's Key Rating Guide with a rating not lower than A- and shall have a financial size category of not less than VII.

The Contractor shall be solely responsible for enforcing compliance with these insurance requirements by all Subcontractors of any tier.

#### **A. PRIMARY INSURANCE**

All insurance required of the Contractor shall be specifically endorsed so that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverage, those coverages shall be deemed to be on an excess or contingent basis.

**B. NO WAIVER OF INSURANCE REQUIREMENT BY OWNER**

Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. Allowing work by Contractor or any Subcontractor of any tier to start before receipt of certificates of insurance, endorsements, and other required insurance documents; or
2. Failure to examine, or to demand correction of any deficiency of, any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Owner.

**C. INSURANCE DOES NOT LIMIT LIABILITY**

The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way for damages suffered by Owner (e.g., in excess of policy limits, because of deductibles, or not covered by the policies purchased).

**D. NOTIFICATION OF PERSONAL INJURY/PROPERTY DAMAGE**

The Contractor shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

**7-2.02 MINIMUM INSURANCE REQUIREMENTS**

The insurance coverage required of the Contractor and any Subcontractors shall be written for not less than the following, or greater if required by law:

- A. Workers' Compensation and Occupational Disease Insurance** in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by Owner.

**B. *Commercial General Liability Insurance*** provided by ISO form CG 0001 with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by Owner.

1. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by Owner, or such longer period as may be reasonably required by the Owner.
2. The above policy shall include an endorsement identifying Owner, Robinson Engineering, Ltd, and any other parties as may be reasonably required by Owner or REL as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.
3. Claims-Made coverage triggers are not acceptable to Owner.
4. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. An Owners and Contractors Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.02O for OCP requirements)
5. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.
6. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims.
7. Residential Work exclusions or limitations, in any form, are not acceptable to Contractor.

**C. *Comprehensive Automobile Liability Insurance*** covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the Owner. This policy shall include coverage for Owner, REL, and any other parties as may be reasonably required by Owner, for liability arising out of the actions of Contractor, whether by endorsement or otherwise.

**D. Excess or Umbrella Liability Insurance** limits of no less than \$5,000,000 per occurrence for Employer’s Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits stated below:

Employer’s Liability	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$1,000,000 per occurrence
Commercial General Liability	\$2,000,000 general aggregate
Commercial General Liability	\$2,000,000 completed operations aggregate
Comprehensive Auto Liability	\$1,000,000 combined single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name Owner, REL, and any other parties as may be reasonably required by Owner, as Additional Insured on a Primary and Non-Contributory basis.

**E. Pollution Liability** in the amount of \$1,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the Owner. This requirement covers the Contractor’s use of, transportation, removal and/or disposal of hazardous materials and/or pollutants. Additionally, this requirement must apply to any disposal site receiving hazardous materials and/or pollutants. Pollution means the actual or alleged discharge, dispersal, release, seepage, migration, growth, or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacterial matter, legionella pneumophila, asbestos, lead, silica, liquids or gases, waste materials, contaminants, or other irritants, into or upon land, the atmosphere, any structure on land, the atmosphere contained within that structure, or any watercourse or body of water, including groundwater. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

**F. Professional Liability** in the amount of \$2,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the Owner. This requirement covers the Contractor’s duties that involve professional architectural, engineering, design or consultation work. Any applicable deductibles and/or retention’s must be noted on the Certificate of Insurance. Policy exclusions are not allowed for pollution, including mold, fungi or bacteria including the vapor produced or arising therefrom. Please see the project *Special Provisions* for the project specific needs of this policy.

- G. *Property and Equipment*** Contractor shall purchase and maintain at its own discretion and expense, Builder's Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor's property, whether off site or in transit, to cover any equipment, tools or tangible personal property. Contractor assumes all liability and risks, and agrees to waive all claims against Owner and REL for damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of Owner and REL. Any and all subcontractors agree to assume the same liabilities and risks as Contractor.
- H. *Each of Contractor's*** General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.
- I. *An endorsement*** in favor of the Additional Insured(s) waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Pollution Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- J. *Self-funded*** or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to Owner on any insurance coverage required in this agreement. If the Contractor has such a program, full disclosure must be made to Owner and REL prior to any consideration being given.
- K. *Any subcontractor*** employed by Contractor shall have equivalent coverage.
- L. *A Certificate of Insurance***, including copies of the Additional Insured endorsements, shall be sent to REL prior to the commencement of any Work (please see the sample attached at the end of Section 7). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to Owner and REL and shall be submitted to REL in a timely manner so as to confirm Contractor's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.

**Certificates must be sent to: [robinsoneng@trustlayer.io](mailto:robinsoneng@trustlayer.io)**

**M. Contractor shall provide** written notice via email to robinsoneng@trustlayer.io of any cancellation notice received by Contractor from any insurer providing insurance as required in this Agreement within two (2) business days of Contractor's receipt of such notice.

**N. Permitting Contractor** to commence Work prior to RELs receipt of the required certificate shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by Owner or REL of insurance submitted by Contractor shall not relieve or decrease in any manner the liability of the Contractor for its performance under this Agreement.

In the event Contractor fails to obtain or maintain any of the foregoing required coverage, the Owner may purchase such coverage and charge the expense thereof to the Contractor, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of the Contractor to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the Contractor elsewhere in this Agreement.

In the event Contractor or its insurance carrier(s) defaults on any obligations under this Insurance provision, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by Owner in the enforcement of the terms of this provision.

**O. Owner's And Contractor's Protective Liability Insurance**

If the Contractor is unable or unwilling to provide the required General Liability Additional Insured forms, an Owner's and Contractor's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage Combined

\$5,000,000 Each Occurrence

\$10,000,000 Annual Aggregate

2. The Contractor will furnish and maintain during the entire period of construction an Owner's and Contractor's Protective Liability policy written in the name of the Owner and REL with not less than the limits indicated. The named insureds shall be:

- a. Owner
  - b. Robinson Engineering, Ltd.
3. Proof of insurance for the coverages required to be purchased by the Contractor, including the Owner's and Contractor's Protective Policy shall be submitted to REL for transmittal to the Owner for his approval prior to the start of construction. Proof of the Owner's Protective Policy shall consist of providing an entire copy of that policy to REL. With respect to all other coverages required to be purchased by the Contractor, proof of insurance shall consist of a Certificate of Insurance issued by the Contractor's insurance agency.
  4. It is further understood that any insurance maintained or carried by Owner and Robinson Engineering, Ltd. shall be in excess of any coverage provided by any Contractor or Subcontractor.

**P. *Railroad Protective Insurance*** will be required by Special Provisions if needed.

**Q. *Builder's Risk Insurance*** is not provided by the Owner. The Contractor is responsible for any loss that would be insured by such coverage. On Contracts for construction of buildings, bridges, or other structures, all Builder's Risk coverage may be required by Special Provisions. Such coverage shall name the Owner, Contractor, subcontractors, and suppliers, as their interests may appear as named insureds.

### **7-3 PERMITS AND LICENSES**

The Contractor, prior to commencing work, shall at his own expense procure all permits, licenses, and bonds necessary for the prosecution of the work, required by Municipal, County, State and Federal regulations, unless specifically provided otherwise in the Special Conditions of the Contract.

The Contractor shall also give all notice, pay all fees, and comply with all Federal, State, County and Municipal laws, ordinances, rules and regulations and building and construction codes bearing on the conduct of the Work.

### **7-4 PATENTS AND ROYALTIES**

If any design, device, material or process covered by letters patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and the Engineer from any and all loss or expense on account thereof, including its use by the Owner.

**7-5 STATE AND FEDERAL PARTICIPATION**

When the County, State, and/or the Federal Government pays all or any portion of the cost of the Work, the Work shall be subject to the inspection of the appropriate agency.

**7-6 SANITARY PROVISIONS**

The Contractor shall comply with all rules and regulations of the Federal, State, County, and local health departments, and shall take precautions to avoid creating unsanitary conditions. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

**7-7 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall notify the Owner at least five (5) days in advance of the starting of Work, which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the Work as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner. (See also 7-9, 7-14 and 8-6.)

If a temporary road is required for the convenience of the general public and/or residents along the roadway, temporary road requirements will not be paid for separately, but will be incidental to the Contract and no extra compensation will be allowed.

**7-8 BARRICADES AND WARNING SIGNS**

When any section of road is closed to traffic, the Contractor shall provide, erect, and maintain barricades, red flags, signs and lights at each end of the closed section and at all intersecting roads in accordance with the Illinois Manual of Uniform Traffic Control Devices.

If during the progress of the work, it is necessary to provide access to private property along the road, the Contractor shall provide, erect, and maintain within the closed portion of the road, such barricades, signs, flags and lights as may be necessary to protect the Work and to safeguard local traffic.

When traffic is to be permitted to use the road during construction, the Contractor shall protect the work and provide for safe and convenient public travel by providing, erecting, and maintaining such barricades, red flags, and lights as are necessary.

The Contractor's responsibility for the work, as provided in Section 7-15, shall apply, even though barricades, signs, red flags, and lights are installed as required above.

The cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract and no extra compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

#### **7-9 DEBRIS ON TRAVELED SURFACE OR STRUCTURES**

Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operation.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

#### **7-10 EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES**

The traveled surface and structures on or adjacent to the work shall be protected, from damage by lugs or cleats on treads or wheels of 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 or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the Owner. 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 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. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

#### **7-11 USE OF EXPLOSIVES**

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall be governed by the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations, which govern the use of explosives. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

#### **7-12 USE OF FIRE HYDRANTS**

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

hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions.

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 ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

**7-13 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 or disposition of such property. The Contractor shall furnish the Owner with copies of such notifications and with copies of any agreements between him 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 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, of which the Contract does not provide for removal. 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 take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the Owner of the presence of an such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from error, neglect, misconduct or omission in his manner or method of execution or non-execution 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.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, 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 he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Owner may, after the expiration of a period of forty-eight (48) hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under his contract.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations. As soon as construction

operations permit, he shall set the mailboxes at their permanent locations. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

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 incidental to the Contract, unless otherwise specified in the Special Provisions.

**7-14 PROTECTION AND RESTORATION OF TRAFFIC SIGNS**

Any traffic sign within the limits of construction, which interferes with construction operations, may be removed by the Contractor when authorized by the traffic sign owner. Any traffic sign, which has been removed, shall be re-erected immediately by the Contractor at the temporary location designated by the traffic sign owner, and as soon as construction operations permit, the sign shall be set at its permanent location. The cost of all materials required and all labor necessary to comply with this provision will not be paid for separately, but shall be considered as incidental to the contract.

The Contractor shall replace at his own expense any traffic sign or post which has been damaged due to his operations.

Any traffic sign designated as critical by the traffic sign owner shall not be disturbed and no additional compensation will be allowed the Contractor for any delays, inconvenience, or damage sustained by him due to any special construction methods required in prosecuting his work due to the existence of such traffic signs.

**7-15 CONTRACTOR'S RESPONSIBILITY FOR WORK**

The Work shall be under the control and care of the Contractor until final acceptance or use or occupancy by the Owner. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at his expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the Owner, the provisions of this article shall not apply to damage caused by such use and not due to the Contractor's fault or negligence.

When materials are furnished to the Contractor by the Owner for inclusion in the work, the Contractor's responsibility for handling and installation of all such materials shall be the same as for materials furnished by him.

In case of suspension of Work by the Contractor, the Contractor shall be responsible for the Work 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 expense.

**7-16 GUARANTEE PERIOD**

The Contractor shall warrant all Work performed for a period of one (1) year from the date of final acceptance in writing by the Engineer. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire Work, the guarantee for the part so accepted shall be for a period of one year from the date of such partial acceptance, in writing, by the Engineer.

In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Work in accordance with the Plans and Specifications, and that the manufacturer will repair or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed that he will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the Owner, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings.

**7-17 PERSONAL LIABILITY OF OWNER'S AGENTS**

In carrying out the provisions of this contract, or in exercising any power or authority granted to the Owner, there shall be no personal liability upon any officer or authorized agent of the Owner provided the Owner is a governmental body, it being understood that all such persons act as agents and representatives of the Owner.

**7-18 NO WAIVER OF LEGAL RIGHTS**

The Owner and the Engineer shall not be precluded by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The Owner shall not be precluded, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as if it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Owner, nor any representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

**7-19 SAFETY**

Contractor shall comply with State and Federal Safety regulations as outlined in latest revision of Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulation of Occupation Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (rev.). The Engineer shall not be responsible for determining the Contractor's compliance with these regulations.

The Contractor is solely responsible for the safety procedures, programs and methods of its employees, subcontractors of every tier, and agents. Contractor shall hold the Owner and the Engineer harmless for any and all damages resulting from violations thereof.

**7-20 USE OF PRIVATE LAND**

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner of the land (or his agent), a copy of which authorization shall be filed with the Owner.

**7-21 USE OF WATER**

Contractors desiring to use water furnished by the Owner will be required to make application for extension to the proper authorities and conform to the rules and regulations provided in such cases by the municipal ordinances and pay the usual water rates.

**7-22 COST OF SERVICES**

The Contractor will be required to pay the established water rates for water obtained from the Owner. Large quantities of water for flushing trenches, filling mains, testing or other operations shall be drawn only at night or at times specifically authorized by the Owner.

The cost of all power, lighting and heating required during construction shall be paid by the Contractor and its costs merged in the contract price.

**7-23 WORK IN BAD WEATHER**

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and to secure first-class construction throughout, and then only subject to permission of the Owner.

**7-24 SUNDAY WORK**

No work shall be performed under these specifications at night or on Sunday and legal holidays without the approval of the Owner. If it is found necessary to continue the work at night or on Sunday or on a legal holiday, the Contractor will be charged for the Engineering and observation at such times at the rate of Seven Hundred Fifty Dollars (\$750.00) per day of eight (8) working hours for each person doing such work on the job, and the amount will be deducted from money due to the Contractor at the time of settlement.

**7-25 WATCHMEN**

Watchmen are to be provided by the Contractor at the site of the project to prevent loss, damage to property, or accidents.

**7-26 CONSTRUCTION DEBRIS**

The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.



## **SECTION 8. PROSECUTION AND PROGRESS**

### **8-1 SUBLETTING OR ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, Work amounting to not less than 50 per cent of the total Contract, except that any items designated in the Contract as "specialty items" may be performed by subcontract and may be deducted from the total Contract price before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts, or transfer of Contract, shall in any case release the Contractor of his liability under the Contract. All transactions of the Owner shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

### **8-2 PROGRESS SCHEDULE**

Promptly after the award of the contract, if requested, the Contractor shall submit to the Owner a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up on the contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the Owner in regard to the prosecution of the Work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking progress of the Work.

### **8-3 PRE-CONSTRUCTION CONFERENCE**

Unless the need for a preconstruction conference is waived by the Engineer, the Contractor shall make himself and his representatives available to meet with the Engineer and other representatives of the Owner, prior to the start of construction to discuss scheduling, handling of materials, payments, etc.

### **8-4 PROSECUTION OF THE WORK**

The Contractor shall begin the Work to be performed under the contract not later than ten (10) days after the execution and acceptance of the Contract, unless otherwise provided, but not prior to the execution of the Contract.

### **8-5 COMPLETION DATE**

The Contractor shall complete all Work on or before the stipulated completion date, or on or before a later date determined as specified herein; otherwise, the Owner may proceed to collect liquidated damages described hereinafter.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the public enemy, governmental acts, fires, floods, epidemics, strikes, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the time of completion shall be extended in whatever amount is determined by the Owner.

An "Act of God" means an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an "Act of God", and no extension of time will be granted for the delays resulting therefrom.

#### **8-6 LIMITATIONS OF OPERATIONS**

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the Owner, the Contractor has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the Work, the Owner may require the Contractor to finish the section on which Work is in progress before the Work is started on any additional section. (See also Section 7-7).

#### **8-7 SUSPENSION OF WORK**

The Owner shall have authority to suspend the Work wholly or in part, for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension, except when the suspension is ordered for reasons not resulting from any act or omission on the part of the Contractor. If it becomes necessary to stop Work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provided suitable drainage of the roadway, and erect temporary structures where necessary. The Contractor shall not suspend Work without written authority from the Owner. (See also Section 7-15).

#### **8-8 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION**

When the time for completion of the Work contemplated is specified in the Contract, it is understood that the completion of the Work within the time specified is an essential part of the Contract. If the Contractor finds it impossible to complete the Work within the time specified in the Contract, he may, at

any time prior to the last thirty (30) days of the Contract time specified, make written request to the Owner for an extension of Contract time. He shall set forth in full in his request the reasons, which he believes justify the granting of his request. If the Owner finds that the Work is delayed because of conditions beyond the control of the Contractor, or that the quantities of work done, or to be done, are in excess, he shall promptly grant an extension of time for completion, which appears reasonable and proper. The extended time for completion shall then be considered as in effect the same as if it were the original Contract time for completion.

**8-9 FAILURE TO COMPLETE THE WORK ON TIME**

Should the Contractor fail to complete the Work within the Contract time the Contractor shall be liable to the Owner in the amount shown in the following schedule of deductions, as liquidated damages, and not as a penalty, for each day of overrun in the Contract time or such extended time as may have been allowed.

**SCHEDULE OF DEDUCTIONS FOR EACH DAY OF OVERRUN IN CONTRACT TIME**

Original Contract Amount		Daily Charge	
<u>From more than</u>	<u>To and Including</u>	<u>Calendar Day</u>	<u>Work Day</u>
\$ 0	100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

**8-10 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 workmen and equipment or with sufficient materials to insure the completion of said Work within the Contract time, or shall perform the Work unsuitable, 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, the Owner shall give notice in writing to the Contractor and his 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 in accordance therewith, the Owner shall 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 in accordance with the terms of the contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work with his own forces, or may enter into a new agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under Contract, shall be deducted from the Contract amount. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference subject to any claims for liens thereon in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**8-11 TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY**

Whenever the Work called for by the Contract shall have been completely performed on the part of the Contractor and all parts of the Work have been approved and deemed to be in compliance with the Technical Plans and Specifications by the Engineer, according to the Contract, and the final estimate paid, the Contractor's obligations shall be considered fulfilled, except as set forth in his Bond, in Section 7-18 and his one-year guarantee, in Section 7-16.

## **SECTION 9. MEASUREMENT AND PAYMENT**

### **9-1 MEASUREMENT OF QUANTITIES**

All Work completed under the Contract will be measured by the Engineer according to United States Standard Measures. The method of measurement shall be described in the Specifications or the Special Provisions.

### **9-2 SCOPE OF PAYMENT**

The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work or from 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 Owner; for all risks of every description connected with the prosecution of the Work; also, for all such expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the Work in an acceptable manner according to the Contract Documents.

Contractor will be paid in cash and/or negotiable warrants at intervals, and in accord with the terms of the Contract. Except for subdivision contracts, the Owner will retain ten percent (10%) of each periodic payment until final completion and acceptance by the Owner of all Work included in the Contract.

The payment of any current estimate prior to final acceptance of the Work by the Owner shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at his 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. Defects, imperfections, or damage, shall be determined by the Engineer observing the work for compliance with the Plans and Specifications, and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

### **9-3 INCREASED OR DECREASED QUANTITIES**

Whenever the quantity of any item of Work as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item named in the Proposal, except as otherwise provided in Sections 4-3 or in the detailed specifications for each class of Work.

#### **9-4 PAYMENT FOR EXTRA WORK**

Extra Work which results from any of the changes as specified in Section 4-3 shall not be started, except in case of an emergency, until receipt of a written authorization or Work order from the Owner, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for:

- A. Either at a lump sum price or at unit prices agreed upon by the Contractor and the Owner. (In case a Supplemental Agreement is signed between the Contractor and the Owner, the agreed prices pertaining thereto shall prevail).
- B. If acceptable to the Engineer, on the following force account basis:
  1. Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific Work for each hour that said labor and foreman are actually engaged in such Work, to which cost shall be added twenty percent (20%) of the sum thereof.
  2. Bond, Insurance, Tax, Welfare Fund and other Payments. The Contractor will receive the actual cost of Contractor's bond, public liability and property damage insurance, workmen's compensation insurance, social security tax, welfare fund and other payments, if any, in accordance with agreements applicable to the Contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance tax, welfare fund and other payments.
  3. Materials. The Contractor will receive the actual cost for all materials which are an integral part of the finished Work, including freight charges as shown by the original receipted bills, to which shall be added fifteen percent (15%) of the sum thereof.

The Contractor will be reimbursed for any materials used in the construction of the Work, such as sheeting, false work, form lumber, curing materials, etc., which are not an integral part of the finished Work. The amount of reimbursement shall be agreed upon in writing before such Work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

4. Equipment. Machinery and equipment, which the Contractor has on the job for use on contract items, shall be used on extra Work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation, State of Illinois, for the period that said machinery and equipment are in use on such Work, to which no percent shall be added. In the event that equipment is used which is not included in aforesaid publication, the latest edition of the "Compilation of Nationally Averaged Rental Rates for Construction Equipment" compiled by Equipment Distributors, 615 West 22nd Street, Oak Brook, Illinois 60521, shall be used to determine equipment rental rates and no percent shall be added to the rates indicated in such publication.

**9-5 PAYMENT FOR SUBCONTRACTING, EXTRA WORK**

Where an authorized subcontractor performs some or all of the Work qualifying as an Extra Work item and compensation is to be based on the terms of paragraph 9-4 (2), the cost of labor, bonds, material and equipment shall be the cost to the subcontractor on these items and an additional allowance to the prime Contractor of five percent (5%) of all costs as determined in paragraph 9-4 (2) shall be made in such instances.

**9-6 PARTIAL PAYMENTS**

Once each month, the Contractor will make an approximate estimate, in writing, of the materials in place complete, the amount of Work performed, and the value thereof, at the contract unit prices. From the amount so determined of completed work there shall be deducted ten percent (10%) to be retained until after the completion of the entire Work to the satisfaction of the Owner, and the balance certified to the Owner for payment.

In addition, an estimate may, at the discretion of the Owner and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable non-perishable materials delivered at the Work site or in acceptable storage places and not used at the time of such estimate. The care and storage of such material shall be the Contractor's responsibility. In the absence of receipted bills, an estimate may, at the request of the Contractor and at the discretion of the Owner, be made for payment of the value of materials in acceptable storage places and not used at the time of the estimate, but in such an event payment shall be made of such amounts by a check requiring the endorsement of both the Contractor and materials supplier. Endorsement of such a check by the material supplier shall be construed a waiver of lien for the cost of materials covered by the check. Such materials, when so paid for by the Owner, shall become the property of the Owner, and in the event of default on the part of the Contractor, the Owner may use or cause to be used such materials in the construction of the Work

provided for in the Contract. The amount thus paid by the Owner shall be deducted from estimates due the Contractor as the material is used in the Work.

**9-7 ACCEPTANCE AND FINAL PAYMENT**

Whenever the Work provided for by the Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been deemed to be in substantial compliance with the Plans and Specifications by the Engineer and accepted by the Owner, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished to the Owner satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the purpose of such Work have been paid or that the person or persons to whom the same may be due have consented to such final payment.

Neither the final payment on this contract by the Owner nor any provisions in the contract documents shall relieve the Contractor of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period provided by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of all claims by the Contractor except those previously made and still unsettled.

**9-8 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS**

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

- A. Payments that may be earned or due for just claims for labor and materials furnished in and about the Work.
- B. For defective Work not remedied.
- C. For failure of the Contractor to make proper payments to his subcontractors.
- D. For reasonable doubt that the contract can be completed for the balance then unpaid.

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

The Owner also reserves the right, even after full completion and acceptance of the Work, to refuse payment of the final ten percent (10%) due the Contractor, until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

**9-9 RELEASE OF CLAIMS AND LIENS**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if a subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by surety bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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# DIVISION II

## Technical Specifications

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### EXCAVATION AND CLEANUP

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**SECTION 1. EXCAVATION AND BACKFILL FOR UNDERGROUND CONDUITS**

**1-1 DESCRIPTION**

For the purpose of this section, underground conduits shall be considered sewer pipe, water main or any other pipe conduit indicated on the Plans. Wherever the term "pipe" or "pipe line" is used, it shall mean underground conduit.

Excavation and backfill shall include all excavation, backfilling, compacting, disposal of surplus material, restoration of all disturbed surface, and all other work incidental to the construction of trenches, including any additional excavation which may be required for manholes or other structures forming a part of the pipe line.

**1-2 CONSTRUCTION DETAILS**

**1-2.01 SURFACE REMOVAL AND TOPSOIL PRESERVATION**

Along the proposed pipe lines as indicated on the Plans, the Contractor shall remove the surface materials only to such widths as will permit a trench to be excavated which will afford sufficient room for proper efficiency and proper construction. Where sidewalks, driveways, pavements and curb and gutter are encountered, care shall be taken to protect such against fracture or disturbance beyond reasonable working limits. In areas specified on the Plans, topsoil suitable for final grading and landscaping shall be piled separately in locations approved by the Owner and preserved so that it may be restored after the remainder of the backfill is replaced.

**1-2.02 WIDTH OF EXCAVATION**

- A. The bottom width of the trench at and below the top of the pipe and inside the sheeting and bracing, if used, shall be in accordance with Section 550.04 of the Standard Specifications, unless otherwise noted.

Note: The strength or class of pipe shall be as indicated on the Plans.

- B. Trench sheeting and bracing or a trench shield shall be used as required by the rules and regulations of O.S.H.A. The Engineer shall not be responsible for determining whether the contractor is in compliance with this provision. The bottom of the trench excavation shall conform to the details shown on the Plan.
- C. If these trench widths are exceeded without the written permission of the Engineer, the pipe shall be installed with a concrete cradle or with concrete encasement or a stronger pipe than originally specified shall be used as approved by the Engineer.

### **1-2.03 EXCAVATION BELOW GRADE**

In cases where the excavation is carried beyond or below the lines and grades given by the Engineer, the Contractor shall, at his own expense, refill all such excavated space with suitable granular material.

### **1-2.04 ROCK EXCAVATION**

#### **A. GENERAL**

Wherever "rock" is used as the name of an excavated material, it shall mean boulders or pieces of rock, concrete, or masonry measuring one-half (1/2) cubic yard or more, hard shale or solid ledge rock and masonry which requires for its removal the continuous use of pneumatic tools or drilling and blasting.

Before payment is allowed for "Rock Excavation", the Contractor shall be required to demonstrate the material cannot be removed "by hand pick" or by power operated excavator or shovel. No payment will be made for Rock Excavation unless air tools or explosives were used by the Contractor. No payment will be made for "Rock Excavation" unless the Engineer approves such payment in writing in advance upon being satisfied that the material meets the above criteria.

#### **B. MEASUREMENT FOR PAYMENT**

Where "Rock Excavation" is to be measured for payment, quantities will be determined by the Engineer. Rock required to be removed shall be computed by the cubic yard. Width for pay purposes shall be the measured width of rock removed, but shall not exceed the width specified in Section 550.04 of the Standard Specifications, plus any sheeting and bracing if required. Depth for pay purposes shall be the difference in elevation between the top and bottom of the rock as determined by the Engineer. Where rock is encountered in the bottom of the trench, the maximum depth for payment purposes will be six inches (6") below the bottom of the pipe. Where the proposal does not contain a pay item for "Rock Excavation", the additional cost of rock removal as defined by the specifications shall be paid on extra work basis. (Division I, Section 9-4).

#### **C. PAYMENT**

Payment shall be made at the Contract unit price per cubic yard of "Rock Excavation". These prices shall be full compensation for furnishing all materials; for all preparation, excavation and disposal of rock; and for all labor, equipment, tools and incidentals necessary to complete the item.

### **1-2.05 SUBSURFACE EXPLORATION**

All information available to the Owner, if any, on subsurface exploration will be made available for examination by prospective Bidders. However, it is understood and agreed that the Owner shall in no way be held responsible for interpretation of this information, its accuracy or its thoroughness. Prospective Bidders shall make such subsurface explorations as they believe necessary to verify and supplement information received from the Owner.

### **1-2.06 EXPLORATORY EXCAVATION**

#### **A. GENERAL**

Whenever, in the opinion of the Engineer, it is necessary to explore an excavate in advance of the Work to determine the best line and grade for the construction of the proposed pipe line, the Contractor shall make explorations and excavations for such purposes.

#### **B. PAYMENT**

The cost of such excavation will be paid at the contract unit price per foot for "Exploration Trench", or if no Bid Item is included, on an extra work basis.

### **1-2.07 BRACED AND SHEETED TRENCHES**

#### **A. GENERAL**

Open-cut trenches shall be sheeted and braced or otherwise protected as required by any governing Federal or State laws and municipal ordinances, and as may be necessary to protect life, property, or the Work. In any event, the minimum protection shall conform to the recommendations in the Occupational Safety and Health Act Standards for Construction (OSHA). A sand box or trench shield may be used in lieu of sheeting as permitted by OSHA. When close-sheeting is used, it shall be so driven as to prevent adjacent soil from entering the trench either below or through such sheeting. Tight sheeting shall be used in that portion of the excavation in or along state and county highways below the intersection of a 1 to 1 slope line from the nearest face of the excavation to the edge of the pavement.

Where sheeting and bracing are used, the trench width shall be increased accordingly. The sheeting will be driven to the full depth of work, or to a depth where the soil has the stability necessary to meet the OSHA standards, whichever is lower. The shallower depth of required sheeting may be established by soil boring and analysis, to be performed at the Contractor's sole cost. The owner shall have the right of consent in the selection of the soils engineer for the sampling and analysis. This provision shall not relieve the contractor, in any degree, from his responsibilities under the contract.

Sheeting and bracing, which are required to be left in place shall be cut off at the specified elevation. Trench bracing, except that specified to be left in place, may be removed when the backfilling reaches the said bracing's level. All sheeting except that required to be left in place may be removed as the excavation is refilled, in such a manner as to avoid bank cave-in(s) or disturbance to the adjacent area(s) or structure(s). The voids left by the withdrawal of the sheeting shall be carefully filled by jetting, vibrating, ramming or other satisfactory means.

**B. PAYMENT**

Payment for sheeting and bracing, and all other Work incidental to sheeting and bracing, shall not be made separately but shall be included in the Contract price for the pipe size, except when ordered left in place.

Payment for timber sheeting left in place when shown on the plans or directed by the Engineer shall be made at the Contract unit price per 1,000 board feet of "Timber Sheeting Left in Place."

Payment for steel sheet piling when specified shall be made at the Contract unit price per square foot for "Steel Sheet Piling."

Payment for steel sheet piling left in place when shown on the plans or directed by the Engineer shall be made at the Contract unit price per square foot for "Steel Sheet Piling Left in Place."

**1-2.08 TRENCHES WITH SLOPING SIDES, LIMITED**

The Contractor may, at his option, where working conditions and right-of-way permit, excavate pipe line trenches with sloping sides, but with the following limitations:

- A. In general, only braced and vertical trenches will be permitted in traveled streets, alleys or narrow easements.
- B. Where trenches with sloping sides are permitted, the slopes shall not extend below the top of the pipe, and trench excavations below this point shall be made with vertical sides with widths not exceeding those specified hereinbefore for the various sizes of pipe.

### **1-2.09 SHORT TUNNELS**

In some instances, trees, fire hydrants, sidewalks and other obstructions may be encountered, the proximity of which may be a hindrance to open-cut excavation. In such cases, the Contractor shall excavate by means of short tunnels in order to protect such obstructions against damage. Where such obstructions are shown on the Plans, short tunnel work shall be considered incidental to the construction of the pipe line and shall not be grounds for extra payment or payment for tunnel work. Where such obstructions are not shown on the Plans, payment will be at the Contract unit price or as extra work in accordance with Division I, Section 9-4.

### **1-2.10 PILING EXCAVATION MATERIAL**

All excavated material shall be stockpiled to avoid obstructing streets, sidewalks and driveways. Excavated material suitable for backfilling shall be stockpiled separately on the site. No material shall be placed closer than 2'0" to the edge of an excavation. Fire hydrants under pressure, valve pit covers, valve boxes, curb top boxes, or other utility controls shall be left unobstructed and accessible until the Work is completed. Gutters shall be kept clear or other satisfactory provisions made for street drainage. Natural watercourses shall not be obstructed or polluted. Surplus material and excavated material unsuitable for backfilling shall be transported and disposed of off the site in disposal areas obtained by the Contractor.

### **1-2.11 REMOVAL OF WATER**

The Contractor shall at all times during construction provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavations or other parts of the Work until all Work to be performed therein has been completed. No sanitary sewer shall be used for disposal of trench water, unless specifically approved by the Engineer and then only if the trench water does not ultimately arrive at existing pumping or sewage treatment facilities. No water containing settle able solids shall be discharged into storm sewers.

### **1-2.12 BLASTING**

Blasting for excavation will be permitted only after securing the approval of the Owner and only when proper precautions are taken for the protections of persons and property. The hours of blasting will be reviewed by the Owner. Any damage caused by blasting shall be repaired by the Contractor at his expense. The Contractor's methods of procedure in blasting shall conform to Federal and State laws and municipal ordinances and O.S.H.A. rules and regulations. The Engineer shall not be responsible for determining whether the contractor is in compliance with these rules and regulations.

### **1-2.13 SAFETY**

#### **A. BARRICADES, GUARDS AND SAFETY PROVISIONS**

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, lights and guards as required shall be placed and maintained by the Contractor at his expense during the progress of the construction Work and until it is safe for traffic to use the roads and streets. All material piles, equipment and pipe which may serve as obstructions to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of O.S.H.A. and appropriate authorities respecting safety provisions shall be observed. The Engineer shall not be responsible for determining whether the contractor is in compliance with these rules and regulations.

#### **B. STRUCTURE PROTECTION**

Temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of the Work shall be furnished to the Contractor at his expense. Any structures which may have been disturbed shall be restored upon completion of the Work.

#### **C. PROTECTION OF PROPERTY AND SURFACE STRUCTURES**

Trees, shrubbery, fences, poles and all other property and surface structures shall be protected during construction operations unless their removal for purposes of construction is authorized by the Engineer. Any fences, poles, or other man-made surface improvements which are moved or disturbed by the Contractor shall be restored to the original conditions, after construction is completed, at the Contractor's expense. Any trees, shrubbery or other vegetation which are approved for removal or ordered for removal by the Engineer in order to facilitate construction operations shall be removed completely, including stumps and roots, by the Contractor. Responsibility for any damage or claims for damage caused by construction operations to shrubbery or other landscape improvements which were not authorized for removal by the Engineer shall be assumed by the Contractor.

### **1-2.14 DEVIATIONS OCCASIONED BY STRUCTURES OR UTILITIES**

Wherever obstructions are encountered during the progress of the Work and interfere to such an extent that an alteration in the plan is required, the Engineer shall have the authority to change the Plans and order a deviation from the line and grade or arrange with the owners of the structures for the removal, relocation or reconstruction of the obstructions. Where gas, water, telephone, electrical, hot water, steam, or other existing utilities are an impediment to the vertical or horizontal alignment of the proposed pipe line, the Engineer shall order a change in grade or alignment or shall direct the Contractor to arrange with the owners of the utilities for their removal.

### **1-2.15 INTERRUPTION TO UTILITIES**

The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined. Prior to proceeding with trench excavation, the Contractor shall contact all utility companies in the area to aid in locating their underground services.

The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, he shall immediately notify the responsible official of the organization operating the utility interrupted. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services if the location of said utility was marked by the owner thereof prior to excavation.

### **1-2.16 MAINTENANCE OF TRAFFIC AND CLOSING OF STREETS**

The Contractor shall carry on the Work in a manner which will cause a minimum of interruption to traffic, and may close to through travel not more than two consecutive blocks, including the cross street intersected. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways. The Contractor shall post suitable signs indicating that a street is closed and necessary detour signs for the proper maintenance of traffic. Prior to closing of any streets, the Contractor shall notify responsible municipal authorities at least five (5) days in advance of the starting of the Work, unless otherwise approved by the municipality.

### **1-2.17 CONSTRUCTION IN EASEMENTS**

In easements across private property, the Contractor shall confine all operations in the easement area and shall be responsible and liable for all damage outside of the easement area. Trees, fences, shrubbery or other type of surface improvements located in the easements will require protection during construction. The provisions of Section 1-2.14C above shall apply to all easement areas as well as to public right-of-way. Precautions shall be taken by adequate sheeting or other approved method to prevent any cave-in or subsidence beyond the easement limits or damage to improvements within the easement. In general, the easement area is intended to provide reasonable access and working area for efficient operation by the Contractor. Where easement space for efficient operation is not provided, the Contractor shall be responsible for organizing his operations to perform within the restrictions shown on the Plans. The Owner shall make available to the Contractor a copy of the construction easements.

### **1-2.18 UNDERGROUND CONDUIT CONSTRUCTED IN TUNNEL**

#### **A. GENERAL**

Where shown on the plans or where specifically authorized by the Engineer, pipe lines shall be constructed in tunnel. This work will be made in accordance with requirements of any permits obtained by the Owner from railroads or state or county highway departments for tunnel work or in accordance with the following paragraph.

#### **B. MATERIALS**

Pipe materials shall be as shown on the Plans or as described in the Special Provisions.

#### **C. EXCAVATION AND LAYING**

Requirements for excavation and laying and for joints shall be those applicable for the type of pipe line involved, unless otherwise specified.

Before starting excavations for tunnel shafts or jacking or augering pits, the Contractor shall submit drawings of proposed sheeting and bracing arrangements which have been prepared, signed and sealed by a structural Engineer registered in the State of Illinois for Work in Illinois and by a structural Engineer registered in the State of Indiana for Work in Indiana.

An adequate ventilation system shall be provided to properly ventilate all parts of the tunnel.

#### **D. METHODS OF CONSTRUCTION**

1. The tunnel shall be only of sufficient width and height to provide free working space. The sides and roof of the tunnel shall be braced sufficiently to support the external loads and to prevent caving, bulging, and settlement of the earth.
2. The Contractor shall backfill all tunnels with well compacted sand, fine gravel or stone screenings as rapidly as the conditions permit.
3. The backfill material shall be deposited in the tunnel in such a manner as not to injure or disturb the pipe. The filling of the tunnel shall be carried on simultaneously on both sides of the pipe in such a manner that injurious side pressures do not occur. Special care shall be taken to compact the backfill under the haunches of the pipe. The remainder of the tunnel, or such portion of the remainder as may be possible, shall then be backfilled by one of the following methods, at the option of the Contractor.
  - a. The material shall be deposited in uniform layers not to exceed twelve inches (12") thick (loose measure) and such layer either inundated or deposited in water.

- b. The tunnel shall be backfilled with loose material or only partly backfilled at a time, if necessary, and settlement secured in either case by introducing water through holes jetted into the material to a point approximately two feet (2') above the top of the pipe.
4. If neither of the above methods is practicable or can be used for only a portion of the backfill, the remainder of the tunnel shall be completely backfilled with material carefully deposited in uniform layers and each layer compacted by ramming or tamping with appropriate tools.
5. When sheeting and bracing have been used, sufficient bracing shall be left across the trench as the backfilling progresses to hold the sides and top firmly in place without caving or settlement before the backfilling has been placed. This bracing may be removed as soon as practicable.
6. Any depressions which may develop within the area involved in the construction operations due to settlement of the backfilling material shall be filled.

**E. USE OF CASING PIPE**

The Contractor may use metal casing pipe as a tunnel liner in place of timber shoring for tunnel sections. The design data for such pipe, including, but not necessarily limited to, the diameter, gauge, type of pipe, method of placing and installation will be submitted for the owner's review. The void space between tunnel liners or casing pipe and the carrier pipe shall be filled with compacted sand or other approved material.

**F. JACKING OR BORING OF PIPE**

The Contractor may, subject to the approval of the Owner, use special cast iron or specially designed reinforced concrete jacking pipe jacked and/or bored into position with or without tunnel liners, for tunneled sections pipe.

**G. MEASUREMENT AND PAYMENT**

Underground conduit constructed in tunnel will be paid for at the unit prices Bid for "Underground Conduit Constructed in Tunnel" for the various type and sizes for the actual length of tunnel Work. Payment shall include all labor, materials and equipment necessary to construct the conduit and tunnel, complete in place, including excavation and backfill, shoring and bracing, furnishing and laying casing pipe where required and carrier pipe, and all other Work necessary for a complete installation.

## **1-2-19 SANITARY SEWERS**

### **A. GENERAL**

The methods of excavating and backfilling sanitary sewer pipe shall be in compliance with the latest edition of the Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction", and the Metropolitan Water Reclamation District of Greater Chicago, "Manual of Procedure", latest revision. Where there is a conflict of these specifications, the MWRDGC, "Manual of Procedure" shall be used.

### **B. MATERIAL**

Pipe material shall be as shown on the Plans or as described in the Special Provisions. No substitution of material shall be made without written approval from the Owner.

### **C. EXCAVATION AND BEDDING**

The trench shall be excavated to an elevation to allow for the following bedding.

Bedding, other than concrete embedment, shall consist of gravel, crushed gravel, crushed stone or crushed slag, 1/4" to 1" in size. As a minimum, the material shall conform to the requirements of Article 1004.01 of the State Specifications or ASTM Designation C-33. The gradation shall conform to Section 1004, gradation CA 11 or CA 13 or to ASTM Gradation No. 67. The pipe shall be laid so that it will be uniformly supported and the entire length of the pipe barrel will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with embedment concrete. Bedding shall be required for all sewer construction, except ductile iron pipe, and shall be of a thickness equal to 1/4 of the outside diameter of the sewer pipe with a maximum thickness of eight inches (8") but shall not be less than four inches (4").

Where unsuitable material is encountered at the grade established, all such unsuitable soil shall be removed under the pipe and for the width of the trench, and shall be replaced with well compacted bedding material, to the satisfaction of the Engineer.

Where rock is encountered, it shall be removed below grade and replaced with a cushion of well compacted bedding material having a thickness under the pipe of not less than eight inches (8").

The cost of furnishing, placing and compacting bedding material will be considered as incidental work and no additional compensation will be allowed.

### **D. BACKFILLING**

The backfilling of the sanitary sewer pipe trench shall be the same as for storm sewer pipe described in Section 550.07 of the Standard Specifications.

**E. METHOD OF MEASUREMENT**

The method of measurement shall be the same as for storm sewer pipe described in Section 550.09 of the Standard Specifications except measurements will be made to the center of manholes.

**F. BASIS OF PAYMENT**

This work will be paid for at the Contract unit price per foot for "Sanitary Sewer" of the type and diameter specified and measured as specified.

"Trench Backfill", when specified, will be measured and paid for at the Contract unit price per foot unless otherwise stated in the Special Provisions or contract documents.

**1-2.20 WATER MAINS**

**A. GENERAL**

The method of excavating and backfilling water mains shall be in compliance with the latest edition of the Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction," and those below.

**B. MATERIAL**

Pipe material shall be as shown on the Plans or as described in the Special Provisions. No substitution of material shall be made without written approval of the Owner.

**C. EXCAVATION AND BEDDING**

The trench shall be excavated to an elevation to allow the minimum cover over the pipe as called for on the plans. Provision must be made by the Contractor to allow for any future cuts to be made to the ground over the pipe to assure that the minimum cover is maintained.

Bedding as described in Section 1-2.21C for sanitary sewers shall be required for all water mains, except ductile iron pipe that requires no bedding. The method of bedding for unsuitable material and where rock is encountered shall also comply with the conditions of that Section.

The cost of furnishing, placing and compacting bedding material will be considered as incidental work and no additional compensation will be allowed.

**D. BACKFILLING**

The backfilling of the water main pipe shall be the same as for storm sewer pipe as described in Section 550.07 of the Standard Specifications except that the moist fine aggregate backfill to the elevation of the center of the pipe will not be required for ductile iron pipe. For PVC or any other type of pipe, the moist fine aggregate shall be

brought to a level 12" above the top of the pipe and it shall be compacted as described in that Section.

**E. METHOD OF MEASUREMENT**

"Water main" pipe of the different types and diameters will be measured by the lineal foot in place.

Unless they are listed as separate Bid items, the water main item shall include all fittings required and all other material, except trench backfill within the specified trench.

**F. BASIS OF PAYMENT**

This work will be paid for at the Contract unit price per lineal foot for "Water main" of the type and diameter specified and measured as specified.

"Trench Backfill", when specified, will be measured and paid for at the Contract unit price per foot, unless otherwise specified in the special provisions or contract documents.

## **SECTION 2. RESTORATION OF SURFACES**

### **2-1 GENERAL**

Restoration of surfaces shall include the removal of the existing surface, the disposal of surplus material, and the construction of new surfaces as indicated on the plans or Special Provisions. The type of surface restoration required shall be shown on the Plans or described in the Special Provisions.

### **2-2 CONSTRUCTION DETAILS**

#### **2-2.01 TEMPORARY SURFACE OVER TRENCH**

Wherever conduits are constructed under traveled roadways, driveways, sidewalks, or other traveled surfaces, a temporary surface shall be placed over the top of the trench as soon as possible after compaction, as specified above, has been satisfactorily completed. The temporary surface shall consist of a minimum of six inches (6") of coarse aggregate conforming to the current specifications of the State Specifications for Grade No. CA-9 or CA-10. The top of the temporary surface shall be smooth and meet the grade of the adjacent undisturbed surface. The temporary surface shall be maintained at the Contractor's expense until final restoration of the street surface is completed, unless specific items for temporary aggregate is specified. No permanent restoration of street surface shall be initiated until authorized by the Engineer.

#### **2-2.02 REMOVAL OF PAVEMENT, SIDEWALK, DRIVEWAY AND CURB**

Wherever the pipe is located along or across an improved surface, the width of the trench shall be held as nearly as possible to the maximum width specified in Section 1-2.02. Where brick or concrete pavement, sidewalk, driveway or curbing is cut, the width of the cut shall exceed the actual width of the top of the trench by twelve inches (12") on each side or a total of two feet (2'). Exposed surfaces of portland cement or asphaltic concrete shall be cut with a pavement saw before breaking. Care shall be taken in cutting to insure that a straight joint is sawed.

#### **2-2.03 REPLACEMENT OF PERMANENT TYPE PAVEMENT, SIDEWALKS, DRIVEWAYS, CURBS, GUTTERS AND STRUCTURES.**

The Contractor shall restore (unless otherwise specified or ordered by the Engineer) all permanent type pavements, sidewalks, driveways, curbs, gutters, shrubbery, fences, poles and other property and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the Work began. The surface of all improvements shall be constructed of the same material and match in appearance the surface of the improvement which was removed. Where trench backfill is used, the restoration shall be made as soon as possible after jetting of the backfill has been completed.

## **2-2.04 REPLACING EXISTING TEMPORARY STREET AND ALLEY SURFACES**

### **A. GENERAL**

For the purpose of this specification, all existing street and alley surfaces shall be considered temporary except:

(1) concrete or brick pavements; (2) an asphaltic concrete or a bituminous treated surface over a soil cement, concrete, crushed stone or selected gravel base. Specifically included as temporary street surfaces, shall be compacted earth, cinders, shale, mixtures of gravel and earth or crushed stone and earth, whether or not these respective materials are further stabilized by road oil or bituminous surface treatment. This work should not be confused with Temporary Surface Over Trench as specified in Section 2-2.01.

Where conduits are constructed under temporary street or alley surfaces, or where such surfaces are used for the placement of backfill material or are disturbed by construction operations, the Contractor shall reconstruct, by grading and shaping, the entire width of roadway, and any drainage facilities which may have existed, to the original condition at the Contractor's expense, including that portion within the specified trench width where removal and restoration is paid for under a separate payment item.

Where, in the opinion of the Engineer, the conduit is located in the traveled portion of the temporary street or alley traveled surface, a new temporary surface shall be constructed over the trench, as specified in Section 2-2.01 of this Division. After this surface has been placed, it shall be maintained by the Contractor until final restoration is authorized. Just prior to final restoration, the entire width of the street to be restored shall be scarified. For final surface restoration, the Contractor shall apply a bituminous treatment to the entire width of the traveled surface, as ordered by the Engineer. The bituminous treatment shall consist of the application of a bituminous prime coat and a bituminous surface treatment corresponding to the materials and construction methods described in the State Specifications for bituminous surface treatment, Class A-1, A-2, or A-3 as specified, or shown in the bid items.

The Engineer reserves the right to order the omission of Bituminous Surface Treatment in any locations where such omission may be, in his opinion, in the public interest.

### **B. MEASUREMENT**

Measurement for purposes of payment shall be computed by using the actual length and width of surface to which treatment is applied, in accordance with these Specifications.

**C. PAYMENT**

The cost of final restoration of the surface shall be paid for at the contract unit price per foot, unless so stated in the Special Provisions or for all State of Illinois projects, for "Bituminous Surface Treatment", of the type specified. Such price shall include the cost of all labor and materials necessary to provide the bituminous treatment as specified.

**2-2.05 DISPOSAL OF SURPLUS EXCAVATED MATERIAL**

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor. The cost of removal and disposal of surplus excavated materials will be included in the respective unit prices for pipeline or conduit construction and no additional payment will be allowed therefor.

**2-2.06 CLEANING UP**

All surplus materials and all tools and temporary structures shall be removed from the site by the Contractor. All dirt, rubbish and excess earth from the excavation shall be hauled to a dump provided by the Contractor and the construction site left clean and acceptable to the Owner at the earliest possible date.

**SECTION 3. FINISHING AND CLEAN UP FOR UNDERGROUND CONDUITS**

**3-1 CLEAN UP**

Before acceptance of underground conduits construction, all pipes, manholes, catch basins, fire hydrants and other appurtenances shall be cleaned of all debris and foreign material.

After all backfill has been completed, the ground surface shall be shaped to conform to the contour of adjacent surfaces. General clean up of the entire construction area shall otherwise conform to applicable requirements specified.

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# DIVISION III

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GEOTECHNICAL  
ENGINEERING REPORT

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November 29, 2024

Mr. Jacob Wellbank, PE, CFM  
Project Engineer  
Robinson Engineering, Ltd.  
127 N. Walnut Street, Suite #200  
Itasca, Illinois 60143

Subject:           Structure Geotechnical Report  
                      Drainage Improvements – Culvert Replacement  
                      IL Route 59 north of W Scott Road  
                      North Barrington, IL 60010  
                      GEOCON Project No. 24-G0766.2 **REVISED**

Dear Mr. Wellbank:

Pursuant to our proposal for geotechnical engineering services, we have completed a subsurface exploration and geotechnical analyses for the above referenced project. This **REVISED** Geotechnical Engineering Report includes our findings and recommendations for the proposed project referenced above.

GEOCON Professional Services, Inc. (GEOCON) appreciates the opportunity to be of service during this phase of the project. If there are any questions or comments you may have regarding the contents of this report, or if we may be of any further service, please contact us at your convenience.

Sincerely,

**GEOCON Professional Services, LLC.**

A handwritten signature in black ink, appearing to read 'B. Filafusi'.

Brandon Filafusi, EIT  
Project Engineer

A handwritten signature in black ink, appearing to read 'K. Rippey'.

Kenneth K. Rippey, PE  
Senior Engineer





## **STRUCTURE GEOTECHNICAL REPORT**

**Drainage Improvements – Culvert Replacement  
IL Route 59 north of W Scott Road  
North Barrington, IL 60010**

**Prepared For:  
Mr. Jacob Wellbank, PE, CFM  
Project Engineer  
Robinson Engineering, Ltd.  
127 N. Walnut Street, Suite #200  
Itasca, IL 60143**

**Prepared by:  
GEOCON Professional Services, LLC.  
22774 Citation Rd, Unit A  
Frankfort, Illinois 60423**

**November 29, 2024**

**GEOCON Project No. 24-G0766.2 REVISED**

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# **STRUCTURE GEOTECHNICAL REPORT**

## **Drainage Improvements – Culvert Replacement IL Route 59 north of W Scott Road North Barrington, IL 60010**

### **INTRODUCTION**

This report presents the results of a subsurface exploration for the proposed culvert replacement at the site referenced above. The purpose of this report was to determine and evaluate the subsurface conditions existing at the subject site, and to establish related geotechnical parameters to be utilized for the design and construction of the new culvert.

Authorization to perform this subsurface exploration and analysis was provided in the form of an acceptance of GEOCON Proposal No 24-P625, dated June 11, 2024. The above referenced document described the project scope and contained general conditions for performance of the work.

As a point of reference, the original scope included performance of 2 borings extending to a depth of 30 feet and preparation of the Structure Geotechnical Report (SGR), which was dated October 8, 2024. The previous borings encountered a layer of organic peat soils resulting in helical piers being recommended to support the proposed box culvert. We recommended extending the borings deeper to evaluate soil conditions in the clay bearing stratum encountered below the peat. The deeper borings were completed on October 23, 2024, and the results are presented herein.

### **SITE AND PROJECT DESCRIPTION**

The proposed culvert crosses below IL Route 59 (North Hough Road), about 0.11 miles north of West Scott Road, in North Barrington, Illinois. The proposed IL Route 59 culvert will be a 42-foot dual concrete box with each having an interior opening of 4-foot wide by 2-foot high. The upstream invert elevation will be at 835.55 feet, while the downstream invert elevation will be at 835.45 feet with flow from west to east. The new structure will be constructed in the same location as the existing culvert and the final grade above the culvert will be the same as the existing grade. The proposed precast culvert will have a precast flared end section with concrete apron or a cast in place culvert would have horizontal cantilever wingwalls at each corner.

A Nicor gas main is located adjacent to IL Route 59, on the west side of the right of way.

### **SUBSURFACE EXPLORATION**

Two (2) borings were advanced for the project at the approximate locations shown on the Boring Location Diagram included in the Appendix. Boring B-1 was located on the west side of the road, within the pavement, and B-1 was located on the east side of the road, also within the pavement. The original borings were advanced to a depth of 30 feet below existing grade on August 16, 2024, and described above, were extended to a depth of 60 feet below grade on October 23, 2024.

Table 1 below presents a summary of the borings completed for the project.

**Table 1 - Summary of Soil Borings**

Boring No.	Station	Offset (ft)	Ground Surface Elevation (ft)	Boring Depth (ft)
B-1	9+84.5	5' RT	839	60
B-2	10+16.0	5' LT	839	60

The boring locations were staked by GEOCON prior to drilling and elevations shown on the boring logs were estimated from the topo provided by the client. After completion of the borings, the holes were backfilled with soil cuttings and like materials.

For safety reasons, the boreholes were not allowed to remain open and precluded the collection of delayed water readings.

#### Drilling and Sampling Procedures

The soil borings were performed with an ATV-drill rig equipped with a rotary head. Conventional, continuous flight, hollow-stem augers were used to advance the borings with representative samples obtained in each boring employing split-barrel sampling techniques in accordance with ASTM Procedure D-1586. Soil samples were secured at 2.5-foot intervals to a depth of 30 feet below grade, followed by 5.0-foot intervals to 60 feet below ground surface.

The Standard Penetration Test (SPT) is defined as the number of blows required to advance a 2-inch O.D., split-barrel sampler a distance of one foot by a 140-pound hammer falling 30 inches, commonly described as the N-value. These sampler resistances provide a useful indication of the consistency or relative density of most soil deposits and are reported on the boring logs presented in the Appendix. Samples of cohesive soils obtained from the borings were tested with a calibrated hand penetrometer to aid in evaluating the soil strength characteristics. The results from this testing is tabulated on the boring logs.

Water level observations were made during drilling operations and upon completion and of the borings. This data is noted on the boring logs and within the *Groundwater Conditions* section.

It should be noted that it is difficult to determine the stratigraphy of the upper 2 to 3 feet of the profile from soil borings due to the size of the bore hole, about 6 inches in diameter, and intermittent sample intervals. Further, the split spoon sampler tends to push through softer soils such as fill or topsoil, resulting in little or no sample recovery from these soils. It is recommended that shallow test pits be excavated to better define the exact depth of topsoil or fill if such information is required prior to construction.

#### Laboratory Tests

Additional characteristics of the foundation materials were determined in the laboratory to provide data on which to classify and estimate the engineering properties of the subsurface soil deposits encountered in the borings. All samples were visually classified by the geotechnical engineer according to the Unified Soil Classification System (ASTM D-2488). An explanation of the symbols used in this system is included in the Appendix.

Representative samples were tested in the laboratory to determine the natural moisture content of the soils. All moisture contents are expressed as a percentage of the dry weight of soil. Representative samples of the cohesive soils encountered in the borings were tested in the laboratory with a calibrated RIMAC spring tester to determine the approximate unconfined compressive strength of the soil samples.

The laboratory testing program selected for this project is intended to assist with determination of soil classification as well as strength and deformation characteristics of the subsurface soil deposits that will provide foundation support for the proposed structures. All laboratory testing was performed in general accordance with the respective ASTM Methods, as applicable, and the results are included on the boring logs included in the Appendix. Unless notified to the contrary, all samples will be disposed of after one month.

### **SOIL CONDITIONS**

The types of materials encountered at the test boring locations are described on the Soil Boring Logs. The lines delineating the changes in strata on the logs represent an approximate boundary between the various soil classifications. It must be recognized that the soil descriptions are considered representative for the specific test hole location, but the variations may occur between the sampling intervals and boring locations. A summary of the major soil profile components is described in the following paragraphs. A more detailed description and supporting data for each boring location can be found on the individual boring logs.

The surface at the borings consisted of approximately 18 inches of asphalt and the borings did not encounter any aggregate base. The pavement was underlain by undocumented fill described as black and brown sand and gravel fill extending to a depth of 6 feet below grade. The fill contained debris such as asphalt and concrete. The granular fill was described as medium dense with N-values ranging from 11 to 50+ bpf; spoon refusal conditions at 3 of the 4 sample intervals indicate debris was present within the granular fill. Clay fill was encountered below the sand and gravel fill at B-2, and the clay fill extended to a depth of 11 feet below grade. The clay fill at B-2 was described as stiff with an unconfined compressive strength of 1.75 tsf and moisture contents ranging from 21.3 to 34.1 percent. The fill extended to El. 833 at B-1 and El. 828 feet at B-2, which is below the invert of the proposed culvert.

Black organic peat soils were encountered below the undocumented fill at both borings, and the peat soils extended to depths ranging from 15 to 18.5 feet below grade, which correlates to El. 820.5 to 824.0 feet. Samples of the peat had unconfined compressive strengths ranging from less than 0.25 tsf to 2.5 tsf, moisture contents ranging from 90.5 to 500.0 percent and organic contents ranging from 8.7 to 36.2 percent.

Below the organic peat, gray lean clay or silty clay was encountered in the borings and the native clay strata extended to the termination depth of the borings, 60 feet. The native clay soils had unconfined compressive strengths ranging from 0.6 to 6.8 tsf and exhibited moisture contents ranging from 14.6 to 27.9 percent. The gray clay was interbedded with layers of clayey sand, silty sand and clayey silt at various depths as shown on the logs. Samples of these granular outwash layers were described as loose to medium dense with N values ranging from 7 to 18 blows per foot and the samples were saturated with groundwater.

Further information regarding the soil conditions can be found on the boring logs included in the Appendix.

## **GROUNDWATER CONDITIONS**

Surface water was present on both sides of the road at the time of drilling. Borehole groundwater was encountered in both borings, B-1 and B-2, at depths of 18 and 21 feet below ground surface which correlates to El. 821 feet and El. 818 feet, respectively. The subsurface profile consisted primarily of low permeability clay interbedded with layers of saturated sand and silt. The near surface clay soils are considered saturated or nearly saturated and groundwater infiltration into open excavations should be anticipated during construction. It should be noted that groundwater levels fluctuate over time and are influenced by seasonal precipitation.

## **ENGINEERING RECOMMENDATIONS**

In the following sections, we present the results of our analyses and recommendations for the proposed culvert replacement.

### Scour Considerations

The design scour elevation should be taken at the bottom of the cutoff wall (IDOT 2023). At the horizontal and L-type wingwalls, the cutoff walls are established 3.0 feet below the culvert invert elevations. To prevent local erosion, we recommend placing stone riprap or a concrete apron at the ends of the culvert. This will also prevent sediments from entering and accumulating in the culvert, minimize long term maintenance, and provide protection to the stream bed at the interface.

### Culvert Foundation and Settlement

The new culvert will consist of dual boxes with an inside height of 2 feet and an inside width of 4 feet. The invert of the new culvert will be at about El. 835.5 feet and there will be about 3 feet cover over the culvert, extending up to a roadway elevation matching existing grade of approximately El. 839 feet. The subsurface profile consists of undocumented, variable fill underlain by organic peat soils that are not considered suitable for support of the new culvert. Undercutting the unsuitable soil would require excavations extending to El. 820 to 824 feet, or about 10 to 15 feet below the invert of the culvert, which is not considered to be an economical approach to provide subgrade support for the new box culvert.

We recommend that deep foundation alternatives be considered for support of the structure. Due to vibration concerns with driven piles and equipment constraints with installation of other systems such as aggregate piers, we recommend supporting the culvert on helical piers with steel pier caps and a Load Transfer Platform (LTP). This option can be favorable due to the size of equipment required for helical pier installation, minimal excavation and smaller shoring system.

It should be noted that loading information will be required to estimate spacing of the helical piers. For the preliminary estimating purposes, the system may include helical piers installed in a 6-foot by 6-foot rectangular pattern for the entire width and length of the culvert. Using the Chance HeliCAP software, the maximum nominal load for a Chance RS2875x203 helical pier was estimated at 28 kips and the corresponding factored resistance available is 15 kips based on the IDOT resistance factor of 0.55 (IDOT 2023). Helical pier lengths were estimated at 30 feet, however, lengths may need to be adjusted in the field due to the variable thickness of the soft peat layer and the presence of interbedded layers of sand and silt.

The piles should be provided with pile caps and a 24-inch-thick load transfer platform should be placed on the top of caps. The load transfer platform should consist of coarse aggregate with IDOT gradation CA-18 and two layers of Tensar BX1200 geogrid or equivalent, placed 6 inches apart above the top of pile caps. After the culverts are placed on this system, we estimate the total, long-term settlement will be less than 1 inch with differential settlement of 0.5 inch or less.

Higher capacity helical piers are achievable using larger shaft diameters or helices. It is important to note that helical piers are considered design build foundation elements where the design is performed by the specialty foundation contractor retained to perform the work. The design build contractor will use their own proprietary design parameters that are applicable to their equipment and installation methods.

### Wingwalls

In general, wingwalls types suitable for a cast-in-place culvert include horizontal cantilever and L-type walls. T-type walls and flexible walls such as sheet pile wall and soldier pile and lagging walls could also be considered. Precast or cast-in-place apron wingwalls are typically used with precast culverts.

The horizontal cantilever walls can be considered as they need to be less than 16 feet long (IDOT 2017). Horizontal walls should be designed based on the structural guidelines provided in Sections 4.2 and 4.3 of the IDOT Culvert Manual (IDOT 2017). These wingwalls should be founded at a minimum depth of 3.0 feet below the culvert elevations.

### Seismic Site Class

In accordance with the AASHTO LRFD Bridge Design Specifications, 9<sup>th</sup> Edition, the Seismic Site Class is estimated to be E, the seismic performance zone is 1.0, and the 0.2 and 1.0 accelerations are 0.08g and 0.03g, respectively. Structures in Seismic Performance Zone (SPZ) 1 do not require liquefaction analyses.

### Global Stability

Global stability analysis is not typically required when cut and fill slopes are less than 15 feet, which is the case for this project.

### Cast-In-Place or Precast Culvert Considerations

Provided the structures are supported by helical piers as recommended, both cast-in-place and precast culvert options are feasible at the site.

### Stage Construction

Temporary Soil Retention Systems will be required at various stages of the construction for the proposed culverts and wingwalls if traffic is to be uninterrupted at the proposed locations. It is our understanding that staged construction will be utilized for the construction of the proposed improvements, which will allow traffic to be maintained during construction. This will require near vertical excavations along the centerline of the roadways to facilitate construction of the culverts.

The Temporary Soil Retention Systems should include surcharge loads from the excavated materials, construction equipment, and trucks. The retention systems should extend to a sufficient depth below excavation bottom to provide the required lateral resistance for the design. Embedment depths should be determined based on the principles of force and moment equilibrium. The retention system should be designed for at-rest condition if the adjacent roadway section cannot withstand the anticipated horizontal and vertical movements of the construction excavation. The retention system should be designed by an Illinois licensed structural engineer in accordance with the IDOT Bridge Design Manual.

Based on the anticipated conditions during the staged construction, we anticipate that sheet pile walls could be considered a viable option for temporary earth retention systems, provided that vibrations during installation are within tolerable limits for nearby utilities. Temporary sheet piling design charts from the IDOT Bridge Manual Section 3.13.1 may not be adequate for design as very soft organic peat soils were noted within the embedment depths. The soil parameters shown below in Table 2 may be used for the design of the Temporary Soil Retention Systems.

**Table 2 - Recommended Soil Parameters**

Elevation (Depth below surface)	Soil Type	Total Unit Weight (pcf)*	Shear Strength (psf)		Friction Angle (deg)		Rankine Active Earth Pr. Coeff, Ka	At- Rest Earth Pr. Coeff, K0	Passive Earth Pr. Coeff., Kp	Soil Modulus, k <sub>s</sub> (pci)	Epsilon 50 Strain
			Undrained	Drained	Undrained	Drained					
0 - 6	Stratum 1 Granular Fill	120	0	0	0	30	0.33	0.5	3.0	90	--
6 – 18.5	Stratum 2 Clay Fill/Peat	90	1,000	0	0	26	0.39	0.56	2.5	250	0.010
18.5 - 30	Stratum 3 Stiff Lean Clay/Silt	125	2,000	0	0	30	0.33	0.5	3.0	500	0.007

\*Note: Convert to effective unit weight for use in LPILE subtract the unit weight of water below the design groundwater table elevation.

## CONSTRUCTION CONSIDERATIONS

### Site Preparation

All vegetation, surface topsoil, pavement, and debris should be cleared and stripped where the culvert and culvert wingwalls will be placed.

### Excavation, Dewatering and Utilities

The proposed culvert project involves replacing the existing 24-inch PVC culvert with a dual box culvert. The existing culvert conveys surface/drainage water from the west side of the roadway to the east. During construction, the contractor will need to divert water away from the construction area, in an effort to keep the subgrade soils free of standing water.

Excavations should be performed in accordance with local, state, and federal regulations. The potential effect of ground movements upon nearby utilities should be considered during construction. Since

variable fill underlain by soft organic peat soils were encountered in the borings, we recommend considering Temporary Soil Retention System (TSRS). The TSRS can be included as a Pay Item.

The contractor should control groundwater and surface water infiltration to provide construction in dry conditions. Temporary ditches, sumps, granular drainage blankets, stone ditch protection, or hand-laid riprap with geotextile underlayment could be used to divert groundwater if significant seepage is encountered during construction. If water seepage occurs during construction or where wet conditions are encountered such that the water cannot be removed with conventional sumps and pumps, we recommend placing a working platform consisting of open graded stone similar to IDOT CA-7 to stabilize the bottom of the excavation.

#### Filling and Backfilling

Fill used as embankment material and for replacement of any unstable or unsuitable soils encountered during construction should be pre-approved by the Engineer. The materials used to backfill around, and to a level at least 1 foot over the top of the culvert box, should be porous granular material conforming to the requirements specified in the IDOT 2020 Supplemental Specifications and Recurring Special Provisions, Granular Backfill for Structures.

#### Earthwork Operations

The required earthwork can be accomplished with conventional construction equipment. Moisture and traffic will cause deterioration of exposed subgrade soils. Precautions should be taken by the Contractor to prevent water erosion of the exposed subgrade. A compacted subgrade will minimize water runoff erosion.

Earth moving operations should be scheduled to not coincide with excessive cold or wet weather (early spring, late fall or winter). Any soil allowed to freeze or soften due to standing water should be removed. Wet weather can cause problems with subgrade compaction. It is recommended that an experienced geotechnical engineer be retained to inspect the exposed subgrade, monitor earthwork operations, and provide material inspection services during the construction phase of this project.

#### **GENERAL COMMENTS**

This geotechnical exploration and foundation analysis has been conducted to aid in the evaluation of the foundation conditions on the subject site. The recommendations presented herein are based on the available soil information obtained and the design information provided. Any changes in the soil conditions encountered during construction, design, or building locations should be brought to the attention of the soils engineer to determine if modifications in the recommendations are required. The final design plans and specifications should also be reviewed by the soils engineer to determine that the recommendations presented herein have been interpreted and implemented as intended. It is recommended that the earthwork and foundation operations be monitored by the Geotechnical Engineer, to test and evaluate the bearing capacities, and the selection, placement, and compaction of controlled fills.

This geotechnical study has been conducted in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations, and opinions contained herein have been promulgated in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations expressed or implied, and no warranty or guarantee is included or intended in this report.

**APPENDIX**

**Boring Location Diagram  
Soil Boring Logs  
General Notes**



24" PVC  
I<sub>L</sub>=837.51

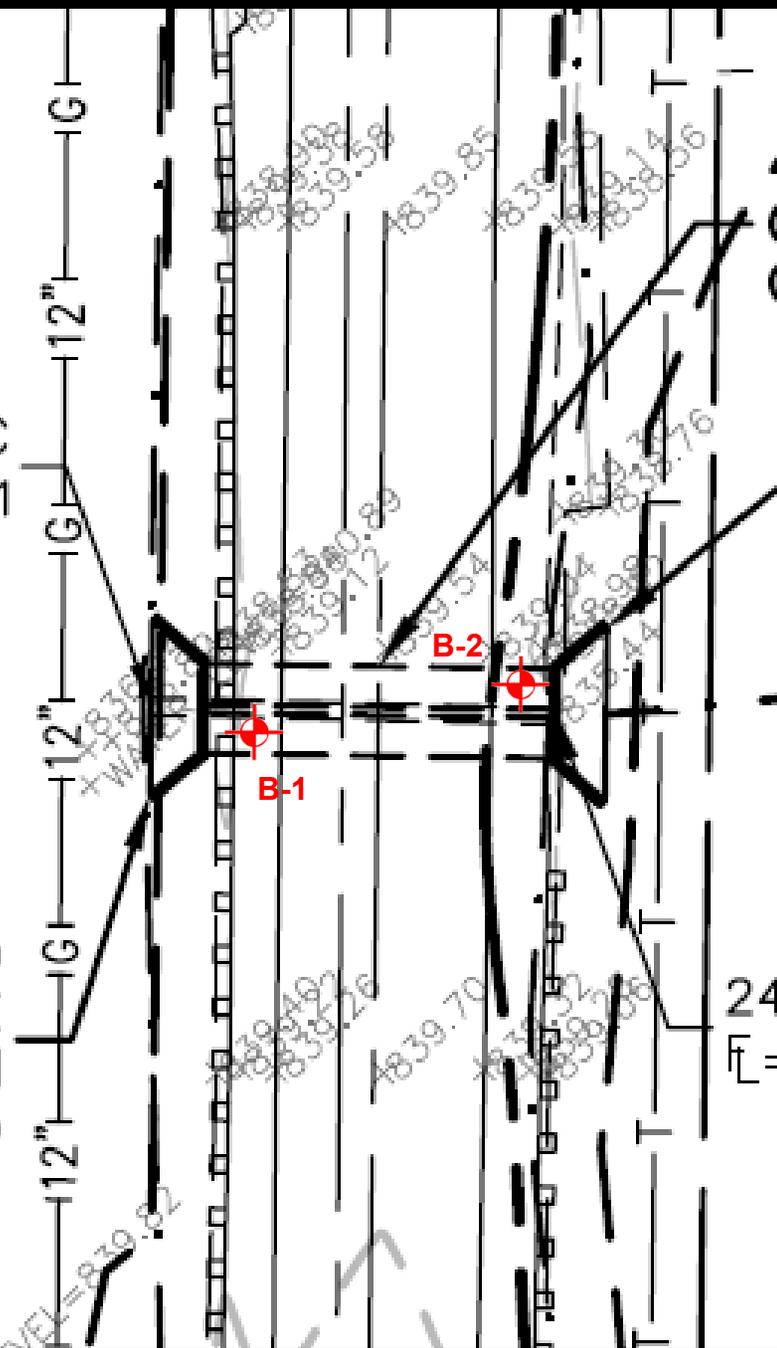
42' - (2) PRECAST  
CONCRETE BOX  
CULVERTS 2'X4' @ 0.20%

REINFORCED  
CONCRETE  
END SECTION  
INV=835.45

REINFORCED  
CONCRETE  
END SECTION  
INV=835.55

24" PVC  
I<sub>L</sub>=835.44

LLIN



22774 Citation Road, Unit A  
Frankfort, IL 60423  
P. 815.806.9986 F. 815.464.8691

**BORING LOCATION DIAGRAM**  
Drainage Improvements  
IL Route 59 north of W Scott Road  
North Barrington, Illinois 60010

PROJECT NO. 24-G0766

DATE: June 2024

GPS STANDARD GEOTECH LOG - GPS STD DATA TEMPLATE.GDT - 11/14/24 12:20 - K:\GEO\TECHNICAL\2024\24-G0766 GEO REL DRAINAGE IMPROVEMENTS, IL ROUTE 59 NORTH OF SCOTT ROAD, NORTH BARRINGTON, IL\LAB\24G0766 LOGS.GPJ

**CLIENT** Robinson Engineering, Ltd.      **PROJECT NAME** IL-59 Drainage Improvements  
**PROJECT NUMBER** 24-G0766      **PROJECT LOCATION** IL-59 North of Scott Road  
**DATE COMPLETED** 10/23/24      **LOGGED BY** TW/TC      **DRILLING METHOD** 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (ROD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Op) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS				
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
0			18" ASPHALT													
	837.5			X SS 1	100	23-31-50/1"			5.5							
			black & brown SAND & GRAVEL (FILL) with asphalt & concrete medium dense	X SS 2	11	6-4-7 (11)										
5	833.0			X SS 3	11	3-2-4 (6)	2.5		93.1							
			black PEAT trace shells and organics medium stiff to very stiff	X SS 4	78	1-2-3 (5)	1.0		91.7							
				X SS 5	89	2-1-2 (3)	1.0	1.0	226.1		36.2					
15	824.0			X SS 6	100	2-1-1 (2)	0.5	0.6	104.3							
			gray LEAN CLAY medium stiff to hard	X SS 7	78	3-2-3 (5)	2.5		14.9							
				X SS 8	100	3-3-5 (8)	2.5	2.6	22.5							
				X SS 9	100	5-5-9 (14)	4.5+	5.8	18.0							
				X SS 10	89	5-5-9 (14)	4.5+	6.8	17.8							
				X SS 11	33	5-5-7 (12)	0.5		22.6							
30	809.0			X SS 12	56	4-6-8 (14)			13.5							
			gray CLAYEY SAND (wet) trace gravel medium dense													

**COMPLETION DEPTH** 60 ft      **GROUND ELEVATION** 839 ft  
**CAVE DEPTH** ft      **BACKFILL** Soil Cuttings  
**GROUND WATER LEVELS:**  
 ▽ **AT TIME OF DRILLING** 18.50 ft / Elev 820.50 ft  
 ▼ **AT END OF DRILLING** 18.00 ft / Elev 821.00 ft  
**AFTER DRILLING** ---

**NOTES**  
Groundwater conditions were observed at the time of drilling and may not be representative during the time of construction.

Lines of Demarcation represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes.



GPS STANDARD GEOTECH LOG - GPS STD DATA TEMPLATE.GDT - 11/14/24 12:20 - K:\GEO\TECHNICAL\2024\24-G0766 GEO REL DRAINAGE IMPROVEMENTS, IL ROUTE 59 NORTH OF SCOTT ROAD, NORTH BARRINGTON, IL\LAB\24G0766 LOGS.GPJ

**CLIENT** Robinson Engineering, Ltd.      **PROJECT NAME** IL-59 Drainage Improvements  
**PROJECT NUMBER** 24-G0766      **PROJECT LOCATION** IL-59 North of Scott Road  
**DATE COMPLETED** 10/23/24      **LOGGED BY** TW/TC      **DRILLING METHOD** 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS				
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
30																
	806.0		gray SILTY SAND (wet) trace gravel medium dense	X SS 13	67	4-6-7 (13)			18.2							
			gray SILTY CLAY (moist to wet) medium stiff to very stiff	X SS 14	100	5-7-8 (15)	2.5	2.5	14.6							
35																
40				X SS 15	78	5-7-9 (16)	1.5	1.6	17.7							
45				X SS 16	44	5-7-9 (16)	0.75		20.5							
50				X SS 17	100	5-6-9 (15)	1.5	1.6	21.2							
55				X SS 18	44	6-8-9 (17)	0.75		27.9							
60	779.0			X SS 19	67	5-7-10 (17)	2.0	2.1	19.0							

Bottom of borehole at 60.0 feet.

Lines of Demarcation represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes.

GPS STANDARD GEOTECH LOG - GPS STD DATA TEMPLATE.GDT - 11/14/24 12:20 - K:\GEO\TECHNICAL\2024\24-G0766 GEO REL DRAINAGE IMPROVEMENTS, IL ROUTE 59 NORTH OF SCOTT ROAD, NORTH BARRINGTON, IL\LAB\24G0766 LOGS.GPJ

**CLIENT** Robinson Engineering, Ltd.      **PROJECT NAME** IL-59 Drainage Improvements  
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DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS			
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0			18" ASPHALT												
	837.5														
			black & brown SAND & CLAY (FILL) trace asphalt & concrete medium dense	SS 1	92	10-10-10/1"	0.5		8.0						
				SS 2	50	50/4"									
5	833.0														
			black & brown CLAY (FILL) trace concrete stiff	SS 3	33	5-3-3 (6)	1.75		21.3						
				SS 4	67	5-3-3 (6)	1.75		34.1						
10	828.0														
			black PEAT with organics very soft to medium stiff	SS 5	44	3-3-3 (6)	<0.25		500.0						
				SS 6	89	3-2-1 (3)	1.0	1.0	212.2						
				SS 7	100	3-1-2 (3)	0.75	0.7	90.5		8.7				
20	820.5														
			gray LEAN CLAY medium stiff	SS 8	100	3-3-2 (5)	0.5	0.6	27.0						
				SS 9	33	4-4-3 (7)			16.2						
	818.0		gray CLAYEY SILT (wet) loose												
				SS 10	67	3-3-4 (7)	1.25	1.2	15.4						
25	815.5														
			gray SILTY CLAY stiff to hard	SS 11	100	3-3-4 (7)	2.75	2.8	19.9						
				SS 12	100	4-5-8 (13)	4.5+	5.0	18.6						

**COMPLETION DEPTH** 60 ft      **GROUND ELEVATION** 839 ft  
**CAVE DEPTH** ft      **BACKFILL** Soil Cuttings  
**GROUND WATER LEVELS:**  
 ▽ **AT TIME OF DRILLING** 21.00 ft / Elev 818.00 ft  
 ▼ **AT END OF DRILLING** 21.00 ft / Elev 818.00 ft  
**AFTER DRILLING** ---

**NOTES**  
Groundwater conditions were observed at the time of drilling and may not be representative during the time of construction.

Lines of Demarcation represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes.

GPS STANDARD GEOTECH LOG - GPS STD DATA TEMPLATE.GDT - 11/14/24 12:20 - K:\GEO\TECHNICAL\2024\24-G0766 GEO REL DRAINAGE IMPROVEMENTS, IL ROUTE 59 NORTH OF SCOTT ROAD, NORTH BARRINGTON, IL\LAB\24G0766 LOGS.GPJ

CLIENT Robinson Engineering, Ltd. PROJECT NAME IL-59 Drainage Improvements  
 PROJECT NUMBER 24-G0766 PROJECT LOCATION IL-59 North of Scott Road  
 DATE COMPLETED 10/23/24 LOGGED BY TW/TC DRILLING METHOD 3.25 in. HSA

DEPTH (ft)	ELEVATION (ft.)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (Qp) (tsf)	UNC. STRENGTH (Qu) (tsf)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	ORGANIC CONTENT (%)	ATTERBERG LIMITS					
												LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX			
30																	
		[Hatched Pattern]	gray SILTY CLAY stiff to hard (continued)	X SS 13	67	3-4-4 (8)	4.5	4.4	19.6								
35				X SS 14	78	9-11-13 (24)	3.75	3.6	19.2								
40				X SS 15	56	7-9-11 (20)	3.75	3.6	15.3								
	796.0	[Dotted Pattern]	gray SANDY SILT (wet) medium dense	X SS 16	67	6-8-10 (18)			13.9								
45				X SS 17	56	6-7-10 (17)			10.7								
50				X SS 18	100	5-7-9 (16)	2.5	2.6	20.8								
55	786.0	[Diagonal Pattern]	gray LEAN CLAY stiff to very stiff	X SS 19	89	6-8-11 (19)	1.25	1.5	20.3								
60	779.0																

Bottom of borehole at 60.0 feet.

Lines of Demarcation represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes.

CLIENT Robinson Engineering, Ltd.

PROJECT NAME IL-59 Drainage Improvements

PROJECT NUMBER 24-G0766

PROJECT LOCATION IL-59 North of Scott Road

## SAMPLE IDENTIFICATION

Visual soil classifications are made in general accordance with the United Soil Classification System (USCS) on the basis of textural and particle size categorization, and various soil behavior characteristics. Visual classifications should be substantiated by appropriate laboratory testing when a more exact soil identification is required to satisfy specific project applications criteria.

## UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487-98)

MATERIAL TYPES	CRITERIA FOR ASSIGNING SOIL GROUP NAMES			GROUP SYMBOL	SOIL GROUP NAMES & LEGEND
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE	CLEAN GRAVELS <5% FINES	$C_u \geq 4$ AND $1 \leq C_c \leq 3$	GW	WELL-GRADED GRAVEL
			$C_u \geq 4$ AND/OR $1 \geq C_c \geq 3$	GP	POORLY-GRADED GRAVEL
		GRAVELS WITH FINES >12% FINES	FINES CLASSIFY AS ML OR CL	GM	SILTY GRAVEL
			FINES CLASSIFY AS CL OR CH	GC	CLAYEY GRAVEL
	SANDS >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE	CLEAN SANDS <5% FINES	$C_u \geq 6$ AND $1 \leq C_c \leq 3$	SW	WELL-GRADED SAND
			$C_u \geq 6$ AND/OR $1 \geq C_c \geq 3$	SP	POORLY-GRADED SAND
		SANDS AND FINES >12% FINES	FINES CLASSIFY AS ML OR MH	SM	SILTY SAND
			FINES CLASSIFY AS CL OR CH	SC	CLAYEY SAND
FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT <50	INORGANIC	$P_i > 7$ AND PLOTS >"A" LINE	CL	LEAN CLAY
			$P_i > 4$ AND PLOTS <"A" LINE	ML	SILT
	SILTS AND CLAYS LIQUID LIMIT >50	ORGANIC	$LL$ (oven dried)/ $LL$ (not dried) <0.75	OL	ORGANIC CLAY OR SILT
		INORGANIC	$P_i$ PLOTS >"A" LINE	CH	FAT CLAY
			$P_i$ PLOTS <"A" LINE	MH	ELASTIC SILT
		ORGANIC	$LL$ (oven dried)/ $LL$ (not dried) <0.75	OH	ORGANIC CLAY OR SILT
HIGHLY ORGANIC SOILS	PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR			PT	PEAT

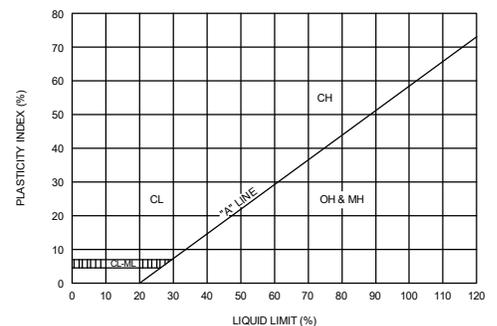
### PROJECT LITHOLOGIC SYMBOLS (USCS)

ASPHALT: Asphalt	CL: USCS Low Plasticity Clay	CL-ML: USCS Low Plasticity Silty Clay
FILL: Fill (made ground)	ML: USCS Silt	PT: USCS Peat
SC: USCS Clayey Sand		

### PROJECT SAMPLE TYPES

Split Spoon (SS)

### PLASTICITY CHART



### SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

NON-COHESIVE SOILS		COHESIVE SOILS		
RELATIVE DENSITY	N-VALUE*	CONSISTENCY	N-VALUE*	COMPRESSIVE STRENGTH (TSF)
VERY LOOSE	0 - 4	VERY SOFT	0 - 2	0 - 0.25
LOOSE	4 - 10	SOFT	2 - 5	0.25 - 0.50
MEDIUM DENSE	10 - 30	MEDIUM STIFF	5 - 10	0.50 - 1.0
DENSE	30 - 50	STIFF	10 - 14	1.0 - 2.0
VERY DENSE	OVER 50	VERY STIFF	14 - 32	2.0 - 4.0
		HARD	OVER 32	OVER 4.0

### ABBREVIATIONS

SS - SPLIT-SPOON SAMPLE	LL - LIQUID LIMIT (%)
ST - SHELBY TUBE SAMPLE	PL - PLASTIC LIMIT (%)
AU - AUGER SAMPLE	PI - PLASTIC INDEX (%)
MC - MOISTURE CONTENT (%)	NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE	DD - DRY DENSITY (PCF)
Qp - POCKET PENETROMETER (TSF)	DCP - DYNAMIC CONE PENETROMETER
Qu - UNCONFINED STRENGTH (TSF)	IBV - IMMEDIATE BEARING VALUE

\* N-VALUE: NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).