



CITY OF CREST HILL

CREST HILL COMMONS, PHASE 1

CREST HILL
WILL COUNTY, ILLINOIS
NOTICE TO CONTRACTORS

City of Crest Hill (OWNER) is requesting Bids for the construction of the following Project:

Crest Hill Commons, Phase 1

Bid proposals will be received via electronic bid through QuestCDN by the City of Crest Hill until 10:00 A.M. September 11, 2026.

The City of Crest Hill is accepting proposals to perform grading, underground utility installation, parking lot construction, playground infrastructure and concrete flatwork, seat wall construction and seed restoration at 20650 City Center Blvd (Between City Hall and the White Oak Library)

The Contract Documents may be examined without charge at the office Spaceco at 9575 W. Higgins Road, Suite 700, Rosemont, IL 60018 Contact Jim Kapustiak at jckapustiak@spacecoinc.com QuestCDN #10334415

Complete digital Project Bidding Documents are available at [Public Bidding Opportunities | Crest Hill, IL](#), or at www.questcdn.com. To be considered a plan holder for bids, register with QuestCDN.com for a free Regular membership and download the digital Bidding Documents for \$42 by inputting Quest project number (10334415) on the website's project search page. Downloading the documents and becoming a plan holder is recommended as plan holder's receive automatic notice of addenda, other bid updates and access to vBid, online bidding via QuestCDN.

Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading digital bidding documents and vBid questions.

To access the electronic bid form, download the digital bidding documents and click the 'Online Bid' button or Online Bidding 'Available' button on the bid posting page. Bids will **ONLY** be received and accepted through vBid via QuestCDN.com. Prospective bidders must be on the plan holder list through QuestCDN for bids to be accepted

A bid bond in an amount not less than 10% shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into, and the performance of the contract is properly secured.

A performance and payment bond in a sum equal to 100% of the amount authorized with sureties to be approved by the Mayor and City Council for the faithful performance of the contract must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Engineering Department or Mayor and City Council their best interests will be promoted thereby.

The Contractor will be required to pay not less than the prevailing wage rates on this project as established by the Illinois Department of Labor. The Contractor shall also comply with all applicable Federal, State and local regulations.

Prequalification will be required to be submitted to the engineer by all potential bidders. If in the opinion of the City Engineer and the Mayor and City Council, an applicant would not be able to serve the best interest of the City, a proposal will not be issued to the applicant.

City of Crest Hill
Engineering Department

INSTRUCTIONS TO BIDDERS

GENERAL

Proposals will be received by the City of Crest Hill's Engineering Department, for the construction of,

CREST HILL COMMONS, PHASE 1

In accordance with the legal advertisement attached hereto entitled "Notice to Contractors".

The Notice to Contractors, Instructions to Bidders, Contractor's Proposal, Certificate as to Corporate Principal, Certified Check/Bid Bond, Specifications, Plans, Contract, the Performance Bond and the Maintenance Bond, shall be considered in every bid submitted and will become a part of every contract subsequently entered into for doing the work referred to herein.

EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK

See Division 100, General Requirements and Covenants, Section 2, 2-3

PRE-QUALIFICATION

Proposers must be experienced in the construction of the type of facilities to be constructed under the contract for which a proposal is submitted. Which for the improvement is upgrading chemical feed system for water distribution systems.

DOCUMENTS OBTAINED FROM OTHER SOURCES

The City of Crest Hill is the only official source for the bid packages and supporting materials.

PROPOSALS

Proposals are solicited on the basis of a unit price bid for the work completed. They shall be made on the printed forms herewith attached. The blank spaces must be filled in correctly where indicated. The amount of the proposal must include all work necessary to make the project ready for operation, as shown on the plans and called for in the specifications. The proposal shall be for the work complete.

In the event of any difference or discrepancy in any amount or amounts which is set out both in words and in figures, in any of the contract documents or in the formal proposal of the Contractor, the written word or words shall not be construed to either limit or destroy the legal status of a unit price Contract.

Proposals that contain any omissions, erasures, or alterations or that contain additions or items not called for in the Contract Specifications and Plans, or that are deemed by the City of Crest Hill to contain irregularities of any kind may be rejected as informal.

No proposals will be accepted unless the bidder submitting it furnishes evidence satisfactory to the City of Crest Hill of his experience and familiarity with work of the character specified and of the legal status of the bidder, that is, as a corporation, partnership, or an individual which must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are

held. A partnership proposer must give the full name and address of all partners. When a firm submits a proposal, the individual names of all its members shall be written and shall be signed in full but the signers may, if they choose, describe themselves, in addition as doing business under a firm name and style.

In cases where a corporation submits a proposal, the proposal must be signed in the name of and under the seal of the corporation by a duly authorized officer or agent of the corporation and his address given. Such officer or agent must present legal evidence that he or she has lawful authority to sign said proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state, is the successful proposer, such corporation shall present evidence before a contract of said work is executed that it is authorized to do business in the State of Illinois.

Decisions on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City of Crest Hill to reject any or all proposals and to defer action on awarding a contract for sixty (60) days after proposals are received and opened.

THE PROPOSAL MUST NOT BE DETACHED HEREFROM OR FROM THE CONTRACT BY ANY PROPOSER WHEN SUBMITTING A PROPOSAL.

SOURCE AND NATURE OF FUNDS AVAILABLE

The payment for the proposed improvement referred to herein shall be made by the City of Crest Hill only after it has received a properly executed claim and approved pay estimate.

MATERIAL GUARANTEE

Before any proposal is awarded, the proposer may be required to furnish a complete statement of the original composition and manufacturer of any or all the materials to be used in the construction of the work along with any required samples. These samples will be subjected to the requirements spelled out in the contract documents to determine their quality and if the samples meet the requirements as specified. When the Contractor orders materials which will be subject to the tests as required by the contract documents, he shall state clearly to the Vendor that the material ordered is subject to such tests and the samples will not be used for the completion of work under this contract.

CONSIDERATION OF PROPOSALS/PROPOSAL

See Division 100, General Requirements and Covenants, Section 2, and Section 3, 3-1

BASIS OF AWARD

The award of the proposal will be made based on the summation of unit prices multiplied by the number of units for the entire improvement unless otherwise specified in the project special provisions. The contract for the construction of the work will be awarded based on the lowest total monetary Proposal Price for the entire improvement unless otherwise specified in the project special provisions, submitted by a qualified and responsible proposer. See Division 100, Section 3-2 for additional information.

In determining the most responsive and responsible proposer, , the City reserves the right to take into account and give responsible weight to the items listed in Division 100, Section 2-13.

No proposal will be awarded to any proposer whose work and/or equipment and materials as proposed do not, in the opinion of , the City, conform to the intent of the specifications.

The City reserve the right to award in part or in whole, or to not award whatever is deemed in the best interest of the Municipality. The city of Crest Hill further reserves the right to reject any or all bids.

See Division 100, General Requirements and Covenants, Section 3, 3-2 for timing of award.

PERFORMANCE AND PAYMENT BOND

The successful Contractor shall furnish to the city within ten (10) days after the successful proposer has been notified of the acceptance of his proposal;

1. A performance bond satisfactory to the city, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the amount authorized or a purchased order issued by the municipality conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans, and contract. The performance bond shall be properly executed and signed at the time of filing of said bonds. Said bonds are to remain in full force and effect up to and including the final acceptance of the work.
2. A payment bond satisfactory to the city executed by surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of the work provided for in the contract, in the amount 100 percent (100%) of the amount authorized or a purchased order issued by the city In no case shall the bond be in an amount less than one Thousand Dollars (\$1,000).
3. Documents required by this section must be received and approved by the city before a written contract will be issued.

All bonds must be from companies having of at least A-minus and of a class size of at least X as determined by A.M. Best Rating. The cost of acquiring these bonds shall be incidental to the construction contract.

MAINTENANCE BOND

Before the construction bond shall be released, the Contractor shall file a maintenance bond in an amount equal to ten percent (10%) of the amount the contract price prior to completion and final payment of the contract, as a guarantee that all workmanship and material furnished by the Contractor under the Contract shall be kept in satisfactory condition for a period of one (1) year, after the date of acceptance of the work by the City of Crest Hill. The surety required upon such maintenance bond shall be any surety company legally authorized to transact business in the State of Illinois. Said bond to be subject to the approval of the City of Crest Hill.

The cost of acquiring this bond shall be incidental to the construction contract.

RETAINAGE

Retainage will be held based on Public Act 103-0570. 10% will be held up to 50% completion of the project. When more than 50% of the contract is completed 5% will be withheld.

SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all of any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the forms provided herein** (use additional forms if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the City of Crest Hill is required.

Notwithstanding written consent to subcontract approved by the City, the Contractor shall perform the Contractor's own organization, work amount to not be less than fifty (50%) percent of the total contract cost, and the materials purchased or produced by the Contractor.

Failure to identify subcontractors could result in disqualification.

SERVICEMEN'S EMPLOYEES TENURE ACT

The Contractor shall abide by the Servicemen's Employees Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

CHILD LABOR LAW

The Contractor shall abide by the Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within the state."

DRUG FREE WORK PLACE

The Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace through the Drug Free Workplace Act. A copy of this policy shall be included with the executed contract to each Municipality.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECT ACT

The Contractor agrees to comply with the Substance Abuse Prevention on Public Works Project Act, as amended, 620 ILCS 265/1 et Seq., and further agrees that all of its subcontractors shall comply with such Act.

PREVAILING WAGE RATES

The contractor shall follow the Prevailing Wage Act, as amended, 820 ILCS 130/0.01 et seq. on this project.

The current Prevailing Wages Rates for this project are for Will and Grundy County and they can be found at: <http://www.state.il.us/agency/idol/rates/rates.HTM>

NUMBER OF COPIES OF CONTRACT

See Division 100, General Requirements and Covenants Section 3-5

FAILURE TO EXECUTE CONTRACT

See Division 100, General Requirements and Covenants Section 3-6.

ESTIMATE OF QUANTITIES

The attention of all prospective proposers on the construction improvement provided for herein is also directed to the following:

An Estimate of Quantities for the proposed improvement is included herein. The Estimate of Quantities shown is believed to be substantially correct, but is not guaranteed as to correctness by either the City of Crest Hill, or by the Engineer, or by any representative of the City of Crest Hill or of the Engineer.

INSURANCE

See Division 100, General Requirements and Covenants Section 7-2.

A Certificate of Insurance that states the City has been endorsed as an “additional insured” by the Contractor’s Insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted). And their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number _____ on a primary and non-contributory basis for general liability insurance and automobile liability coverage for the duration of the contract term.”

In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement each municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

CHANGE IN STATUS

The Contractor shall notify the city immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change of greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (e) Contractor ceases to conduct its operations in the normal course of business. The city shall have the option to terminate this agreement with the Contractor immediately on written notice based on any such change in status.

INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices the city or their authorized representative detailing the services provided directly to the City. All services shall be invoiced based on unit pricing and quantities used. The City shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the City. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

City of Crest Hill

Ronald J Wiedeman

City Engineer

2090 Oakland Avenue

Crest Hill Illinois 60403

AUDIT/ACCESS TO RECORDS

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation, of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- B. If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract prices. In all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C. Audits conducted in pursuant to this provision shall be consistent with accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.\
- E. Records under the subsection above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, these records with relate to any dispute or litigation or the settlement of claims arising out of such performances, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F. The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - a. Negotiated prime contractor
 - b. Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed rate contract; and
 - c. Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

- G. The right of access will generally not be exercised with respect to the prime contract, subcontract or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- a. With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - b. If there is any indication that fraud, gross abuse, or corrupt practices may be involved.

COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the municipality in its efforts to comply with the freedom of information Act. 5 ILCS 140/1 et.seq.

LICENSE

The successful contractor and all sub-contractors shall have a license to work in the City of Crest Hill.

PROPOSAL and CONTRACT

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 n/a calendar days after the date of the execution of the contract by both parties, or by May 14, 2027 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

(If a co-partnership)

Firm Name (SEAL)

Signed by (SEAL)

Business Address

Insert
Names and
Addresses of
All Members
of the Firm
.....
.....
.....
.....

(If a corporation)

Corporate Name

Signed By
President

Business Address

(Corporate Seal)

Insert
Names of
Officers
President
Secretary
Treasurer

Attest:

Attestor's Title:

Phone Number _____

BIDDER'S CERTIFICATE

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

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: _____

CITY OF CREST HILL DIVISION 100

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

CONSULTANT	ENGINEERING CONSULTANT
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 City 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 City 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

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

CONSULTING ENGINEER, or an engineer of a municipality, including such assistants as are authorized to represent them, who represents the City 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 City 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 CITY

The 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 City 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 referring 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 City 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 REQUIREMENT 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 City 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 City reserves the right to omit any item or items, 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 City 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 City 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 City 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 of 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 City for the work to be completed under this contract may or may not be available to the Bidders at the discretion of the City 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 City. 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 City 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 City.

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 City.

2-9 DELIVERY OF PROPOSALS

The City will receive bids electronically through QuestCDN and the Quest vBid (VirtuBid) online bidding system. Bidders must be registered with QuestCDN, download the bidding documents, and submit bids electronically through vBid prior to the stated closing time. Bidders must establish an "On-Line Bid ID Code" to submit bids and may be required to download all addenda prior to bid submission.

The City is not responsible for a bidder's failure to submit an electronic bid due to bidder-side hardware, software, internet connectivity, or account issues. Bidders are encouraged to submit bids well in advance of the deadline.

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

Electronic bids shall be securely stored within QuestCDN until the bid deadline. At the bid closing time, authorized City staff will access QuestCDN letting functions to view submissions and proceed with acceptance/review and display as appropriate. City staff may mark bids as Accepted/Rejected/Under Review based on responsiveness checks before displaying bid tabs. Bid prices and tabulations may be released following an initial responsiveness review and in accordance with City award procedures. No live, in person, or virtual bid opening shall be conducted.

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 City 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 City, 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 City.
- 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 City within two (2) weeks after request, with satisfactory evidence of his competency to perform the Work contemplated. When requested, he shall submit to the City 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 City 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 City.

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 City 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 City 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 City shall not be liable to any damage that may occur to him for any and all delay through delay of the City in securing the necessary right-of-way, easement and construction easement.

The City 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 City 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 City may elect to make.

3-2 AWARD OF CONTRACT

Except in cases where the City exercises the right reserved to reject any or all Proposals, the Contract will be awarded by the City, 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 City for the withdrawal of his bid or award date may be extended by mutual consent of the City and Bidder. The City 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 City 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 City, 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 City a surety bond for the full amount of the Contract. The form of bond shall be that furnished by the City, and the surety shall be acceptable to the City.

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 City 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 City 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 City will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the City, 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 City 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 City 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 City 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 City 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 City, the Work may be done by the City 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 City.

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 City 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 City, Engineer, nor the Contractor shall take advantage of any apparent error or omission in the Plans or Specifications, and the City 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 City 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 City.

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 City 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 City, 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 City that the completed project will conform to the Plans and Specifications as prepared by the Engineer, to safeguard the City 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 City, 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 City 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 City made under the provisions of this article, the City 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 City 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-Deleted.

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 City. 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 City pursuant to the provisions of this article, the City 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 City 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 City, 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 and City'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 City, 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 City and Consultants 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 City, Consultants, 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 City. The indemnification provided by this Section shall apply regardless of whether City 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 City and CONSULTANTS as intended third party beneficiaries of that contract. Contractor hereby agrees to specifically label City and CONSULTANTS 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.

The insurance companies providing coverage shall have a standard and poor's rating of A++ or better.

Any deductibles will be the responsibility of the Contractor and Subcontractor. The Contractor will need to demonstrate the financial capacity to fund a \$50,000 deductible amount.

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 CITY

Under no circumstances shall the City 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 City.

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 City (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 City, 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 City.

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 City. This shall include a 2-year tail for completion operations.

1. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by City, or such longer period as may be reasonably required by the City.
2. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City or CONSULTANTS 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 City.
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. City's 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 City. This policy shall include coverage for City, CONSULTANTS, and any other parties as may be reasonably required by City, for liability arising out of the actions of Contractor, whether by endorsement or otherwise. This policy must also include provisions that cover the vehicle and employers liability.

D. Excess or Umbrella Liability Insurance. (a) for any Contractor and any Subcontractors who perform any excavation, underground utility, trucking, directional boring, environmental/remediation or significant amount of work on the project, limits shall be not less than \$10,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits. (b) for all other Contractors and Subcontractors, limits shall be at least \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits. All contractors and subcontractors shall also have excess coverage as follows:

Employer's Liability \$1,000,000/ \$1,000,000 / \$1,000,000

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 City, Consultants, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

E. *Pollution Liability* in the amount of \$2,000,000 per occurrence and \$2,000,000.00 in the aggregate or such higher sum as may be reasonably required by the City. 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 \$5,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. 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. This shall include a 2-year completion operations tail.

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 City and CONSULTANTS 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 City and CONSULTANTS. 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 City on any insurance coverage required in this agreement. If the Contractor has such a program, full disclosure must be made to City and CONSULTANTS 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 City or CONSULTANTS 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 City and CONSULTANTS and shall be submitted to City or CONSULTANTS 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.
- M.** Contractor shall provide written notice via email 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 CONSULTANTS's receipt of the required certificate shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by City or CONSULTANTS 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 City 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 City in the enforcement of the terms of this provision.

O. City and Contractor's Protective Liability Insurance

If the Contractor is unable or unwilling to provide the required General Liability Additional Insured forms, a City'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 a City and Contractor's Protective Liability policy written in the name of the City and CONSULTANTS with not less than the limits indicated. The named insureds shall be:
 - a. City
 - b. Consultant, If Required.
3. Proof of insurance for the coverages required to be purchased by the Contractor, including the City's and Contractor's Protective Policy shall be submitted to CONSULTANTS for transmittal to the City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to CONSULTANTS. 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 City 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 City unless specified on the Contract. 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 City, 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 City of the patent or a duly authorized licensee of such City, and shall save harmless the City and the Engineer from any and all loss or expense on account thereof, including its use by the City.

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 City or 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 City 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 City. 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 City 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 City of such property, advising them of the nature or disposition of such property. The Contractor shall furnish the City 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 City 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 City 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 City 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 City. Any traffic sign, which has been removed, shall be re-erected immediately by the Contractor at the temporary location designated by the traffic sign City, 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 City 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 City. 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 City, 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 City 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 City, 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 CITY'S AGENTS

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

7-18 NO WAIVER OF LEGAL RIGHTS

The City 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 City 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 City, nor any representative of the City, 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 City, 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 City or 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 City 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 City of the land (or his agent), a copy of which authorization shall be filed with the City.

7-21 USE OF WATER

Contractors desiring to use water furnished by the City 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 or fees.

7-22 COST OF SERVICES

The Contractor will be required to pay the established water rates for water obtained from the City. 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 City.

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 City.

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 City. 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, City, 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 City. 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 City 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 City 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 City 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 City, 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 City 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 City.

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 City, 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 City 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 City 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 City. (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 City 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 City 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 City 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	
From more than	To and Including	Calendar Day	Work Day
\$ 0	100,000	\$ 475	\$
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 City 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 City 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 City, 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 City 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 City 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 City; 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 City will retain ten percent (10%) of each periodic payment until final completion and acceptance by the City of all Work included in the Contract.

The payment of any current estimate prior to final acceptance of the Work by the City 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 City 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 City, 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 City. {In case a Supplemental Agreement is signed between the Contractor and the City, 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 CITYSHIP 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 City, and the balance certified to the City for payment.

In addition, an estimate may, at the discretion of the City 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 City, 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 City, shall become the property of the City, and in the event of default on the part of the Contractor, the City 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 City 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 City, 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 City 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 City 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 CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

The City 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 City 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 City will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

The City 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 City 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 City to indemnify the City 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 City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.